



Agenda
City Council Regular Meeting
Tuesday, June 19, 2018
City Hall Council Chamber | 505 Swift Boulevard

City Council Pre-Meeting Workshop - 7:00 p.m. (Discussion Only – Annex Building)

Agenda Item:

1. Executive Session Per RCW 42.30.110 (1) (ii): Discuss Current or Potential Litigation With Legal Counsel - Litigation Update (20 minutes)
 - Heather Kintzley, City Attorney
2. Discuss Meeting Agenda Items (10 minutes)
 - City Councilmembers

City Council Regular Meeting - 7:30 p.m. (City Hall Council Chamber)

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

3. CityView Video: Be Safe, Not Sorry Fireworks Campaign (5 minutes)
 - Tom Huntington, Fire and Emergency Services Director
4. July 4th Preparation for Public Safety and Parks (5 Minutes)
 - Joe Schiessl, Parks and Public Facilities Director
 - Jeff Taylor, Interim Police Services Director
 - Tom Huntington, Fire and Emergency Services Director
5. Parks and Recreation Commission Presentation (5 minutes)
 - Maria Gutierrez, Chair

Public Hearing: (Please Limit Public Hearing Comments to 3 Minutes) Note: Records intended for Council consideration must be given to the City Clerk.

6. Proposed Surplus of Equipment - Resolution No. 26-18
 - Cathleen Koch, Administrative Services Director
7. Proposed 2019 - 2024 Six-Year Transportation Improvement Program - Resolution No. 99-18
 - Pete Rogalsky, Public Works Director

Public Comments: (Please Limit Public Comments to 2 Minutes) Note: Records intended for Council consideration must be given to the City Clerk.

Consent Calendar: (Approved by single vote or Council may pull items and transfer to Items of Business)

Minutes:

8. Approve the City Council Meeting Minutes from June 5, 2018
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

9. Ordinance No. 31-18, Authorizing the Vacation of a Portion of Logston Boulevard Right-of-Way
 - Pete Rogalsky, Public Works Director
10. Ordinance No. 33-18, Amending Richland Municipal Code Section 09.04.070 related to Reckless Endangerment
 - Heather Kintzley, City Attorney

Ordinances - Second Reading/Passage:

11. Ordinance No. 23-18, Amending Richland Municipal Code Title 23 and the Official Zoning Map of the City of Richland to Change Zoning on .34 Acres from C-1 to C-LB
 - Kerwin Jensen, Community Development Director
12. Ordinance No. 24-18, Amending Richland Municipal Code Title 23 and the Official Zoning Map of the City of Richland to Change Zoning on 1.84 Acres Located North of Keene Road from C-1 to C-3
 - Kerwin Jensen, Community Development Director
13. Ordinance No. 28-18, Amending Richland Municipal Code Title 23 and the Official Zoning Map of the City of Richland to Change Zoning on 2.1 Acres Located Along Keene Road from C-1 to C-3
 - Kerwin Jensen, Community Development Director
14. Ordinance No. 30-18, Increasing 2018 Budget Appropriations in the Water Fund
 - Pete Rogalsky, Public Works Director

Resolutions – Adoption:

15. Resolution No. 26-18, Approving the Sale of Surplus Property and Equipment
 - Cathleen Koch, Administrative Services Director
16. Resolution No. 80-18, Authorizing a Purchase and Sale Agreement with Pacific Office Solutions, LLC
 - Kerwin Jensen, Community Development Director
17. Resolution No. 96-18, Authorizing a Second Amended and Restated Interlocal Agreement for Benton County Emergency Services
 - Jeff Taylor, Interim Police Services Director
18. Resolution No. 97-18, Authorizing a Memorandum of Understanding with the Washington Utilities and Transportation Commission regarding At-Grade Railroad Crossing Safety
 - Pete Rogalsky, Public Works Director
19. Resolution No. 98-18, Authorizing an Interlocal Agreement with the Port of Kennewick for Columbia Park Trail Improvements
 - Pete Rogalsky, Public Works Director

20. Resolution No. 99-18, Adopting the 2019-2024 Six-Year Transportation Improvement Program
 - Pete Rogalsky, Public Works Director
21. Resolution No. 100-18, Authorizing a Purchase and Sale Agreement with Dule and Alma Mehic
 - Kerwin Jensen, Community Development Director
22. Resolution No. 101-18, Authorizing a Purchase and Sale Agreement with K&D Enterprises, et al, LLC
 - Kerwin Jensen, Community Development Director

Items for Approval:

Expenditures - Approval:

23. Expenditures from May 28, 2018 - June 8, 2018 for \$5,631,151.27 including Check Nos. 258049-258400, Wire Nos. 6922-6948, Payroll Check Nos. 134158-134731, and Payroll Wire/ACH Nos. 10473-10484
 - Cathleen Koch, Administrative Services Director

Items of Business:

24. Resolution No. 95-18, Authorizing a Seventh Amendment to the Purchase and Sale Agreement with The Crown Group, Inc.
 - Kerwin Jensen, Community Development Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

City Council Meetings are broadcast live on CityView Channel 192 and online at CI.RICHLAND.WA.US/CITYVIEWTV

Richland City Hall is ADA accessible. Council Chamber parking and access is 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 City Council Meeting by calling the City Clerk's Office at 942-7388.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Agenda Item

Key Element:

Subject:

Executive Session Per RCW 42.30.110 (1) (ii): Discuss Current or Potential Litigation With Legal Counsel - Litigation Update (20 minutes)

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Executive Session Item

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Presentations

Key Element:

Subject:

CityView Video: Be Safe, Not Sorry Fireworks Campaign (5 minutes)

Department:

Assistant City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

CityView Video: Overview of Be Safe, Not Sorry Campaign

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Presentations

Key Element: Key 7 - Neighborhoods & Community Safety

Subject:

July 4th Preparation for Public Safety and Parks (5 Minutes)

Department:

Fire & Emergency Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

The Directors from Parks and Public Facilities, Police Services, and Fire and Emergency Services will provide a short briefing on preparations for the 4th of July holiday.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Presentations

Key Element:

Subject:

Parks and Recreation Commission Presentation (5 minutes)

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Presentation only.

Summary:

The Parks and Recreation Commission has received significant community feedback regarding a shortage of local sports fields and recently prepared the following statement:

"Based on community needs as expressed to the commission, the Parks and Recreation Commission recognizes that Richland is facing a critical shortage of sports fields and facilities and recommends to council that the strategic plan includes development of such facilities and that they are budgeted accordingly."

The PRC will provide background information and read the statement to Council.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Public Hearing

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Proposed Surplus of Equipment - Resolution No. 26-18

Department:

Administrative Services

Ordinance/Resolution Number:

26-18

Document Type:

Presentation

Recommended Motion:

None.

Summary:

A public hearing is being held to receive input or comments on the proposed resolution authorizing surplus and disposal of equipment. Refer to Resolution No. 26-18 on the Consent Agenda.

Fiscal Impact:

No

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Public Hearing

Key Element:

Subject:

Proposed 2019 - 2024 Six-Year Transportation Improvement Program - Resolution No. 99-18

Department:

Public Works

Ordinance/Resolution Number:

99-18

Document Type:

Public Hearing Item

Recommended Motion:

Summary:

RCW 35.77.010 requires cities to prepare and annually update their Six-Year Transportation Improvement Program (TIP) pursuant to one or more public hearings and to file a copy of the adopted TIP with the Washington State Department of Transportation. The TIP is a planning and project management tool for federal, state and local governments.

This is a public hearing to receive testimony on a proposal to adopt the 2019-2024 TIP. Please refer to the staff report for Resolution 99-18 for more information.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the City Council Meeting Minutes from June 5, 2018

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Minutes

Recommended Motion:

Approve the June 5, 2018 City Council Meeting Minutes.

Summary:

None.

Fiscal Impact:

None.

Attachments:

- I. Draft June 5, 2018 Council Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, June 5, 2018

City Council Pre-Meeting Workshop - 7:00 p.m.

Mayor Pro Tem Christensen called the pre-meeting workshop to order at 7:00 p.m. in the City Manager's Conference Room in the City Hall Annex building.

Attendance: Mayor Pro Tem Christensen, Councilmembers Alvarez, Lemley, Lukson, Kent and Anderson were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Administrative Services Director Koch, Public Works Director Rogalsky, Community Development Director Jensen and City Clerk Hopkins.

Agenda Item

1. South Richland Traffic Impact Fee Program Update (15 minutes)

Mr. Rogalsky gave details about several areas in south Richland that will have traffic impact fees potentially recalibrated according to the construction projects planned in those areas.

2. Discuss Meeting Agenda Items (15 minutes)

Council and staff briefly reviewed the proposed agenda scheduled for the regular meeting.

Ms. Reents said the two open positions on the Richland Public Facilities District Board will be advertised for two more weeks and at that point, the Council will need to give direction on the next steps. She said Council had requested to meet with department heads to talk about their budget; September 11, 2018, has been selected to hold that meeting. Lastly, Ms. Reents asked Councilmember Lemley if he would sit on an open discussion panel at the upcoming AWC Conference.

City Council Regular Meeting - 7:30 p.m.

Mayor Pro Tem Christensen called the Council meeting to order at 7:30 p.m. in the Council Chamber at City Hall.

Welcome and Roll Call

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

Attendance: Mayor Pro Tem Christensen, Councilmembers Alvarez, Lemley, Lukson,

Kent and Anderson were present.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER KENT SECONDED THE MOTION TO EXCUSE MAYOR THOMPSON. THE MOTION CARRIED 6-0.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Administrative Services Director Koch, Public Works Director Rogalsky, Fire and Emergency Services Director Huntington, Community Development Director Jensen, Parks and Public Facilities Director Schiessl, Energy Services Director Whitney, Interim Police Services Director Taylor and City Clerk Hopkins.

Pledge of Allegiance

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

Approval of Agenda

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER KENT SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE CARRIED MOTION 6-0.

Presentations

3. New Hire/Retirements (5 minutes)

Ms. Koch said Jack Arnold, Civil Engineer II retired after 11 years of service. She then introduced the new hires: Allie Grossarth, SECOMM Emergency Communications Dispatcher; Chase Ballard, Parks & Recreation Aide; Dave Trotter, Water Plant Operator; and Andrey Avetisyan, Civil Engineer II.

4. 2017 Art Recognition Award for Contributions in Support of the Arts (7 minutes)

Arts Commission Chair Kissel said the entire Arts Commission was in attendance for the 2017 Art Recognition Awards. He announced the 2017 winner of the Organizational Award was the Tri-City Steel Band Association and the Individual Award was artist Patrick Fleming and gave each recipient a plaque.

5. Kennewick Irrigation District (7 minutes)

Mr. Charles Freeman gave a presentation on the proposal to electrify of the Chandler power and pumping plant. He began by giving the background of the Kennewick Irrigation District formation, its current operation, projects and funding sources. He explained the reasons the proposal to electrify of the Chandler power and pumping plant would help mitigate the impacts caused by upper basin conservation.

Public Hearing

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

6. Proposed Increase in the 2018 Budget Appropriation in the Water Fund -

Ordinance No. 30-18

Mr. Rogalsky said Washington State law requires that a public hearing be held prior to consideration of an ordinance to increase the appropriation of existing fund balance. Ordinance No. 30-18 is on the consent calendar and proposes to appropriate existing fund balance in the Water Fund's restricted reserve fund and to make changes to the 2018 Water Fund. The appropriation of funds is needed to replace filter No. 6 at the water treatment plant due to its structural failure.

Mayor Pro Tem Christensen opened the public hearing at 7:53 p.m. and closed the hearing at 7:53:15 p.m.

7. Proposed Vacation of a Portion of Logston Boulevard - Ordinance No. 31-18

Mr. Rogalsky said staff has evaluated the City's long-term street connectivity needs within Horn Rapids Industrial Park and determined that Logston Blvd. is not needed. State law requires a public hearing to solicit testimony related to this request.

Mayor Pro Tem Christensen opened the public hearing at 7:56 p.m. and closed the hearing at 7:56:15 p.m.

Public Comments

Brian Keele, 1040 Queensgate Drive, Richland, WA, said he has asked to talk to City staff about the divider going down middle of the street in front of his business. Mayor Pro Tem Christensen requested that City Manager Reents contact Mr. Keele about his concern.

Consent Calendar

City Clerk Hopkins read the Consent Calendar.

COUNCILMEMBER KENT MOVED AND COUNCILMEMBER ANDERSON SECONDED A MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THE CARRIED MOTION 6-0.

Minutes

8. Approve the Minutes of the Council Meetings Held on May 15, 21, and 22, 2018;
Approve the Minutes of the Transportation Benefit District Meeting Held on May 2, 2017

Ordinances - First Reading

9. Ordinance No. 23-18, Amending Richland Municipal Code Title 23 and the Official Zoning Map of the City of Richland to Change Zoning on .34 acres from C-1 to C-LB
10. Ordinance No. 24-18, Amending Richland Municipal Code Title 23 and the Official Zoning Map of the City of Richland to Change Zoning on 1.84 Acres Located

North of Keene Road from C-1 to C-3

11. Ordinance No. 28-18, Amending Richland Municipal Code Title 23 and the Official Zoning Map of the City of Richland to Change Zoning on 2.1 acres Located Along Keene Road From C-1 to C-3

12. Ordinance No. 30-18, Increasing 2018 Budget Appropriations in the Water Fund

Ordinances - Second Reading/Passage

13. Ordinance No. 25-18, Accepting the WASPC Human Trafficking Grant Award and Amending the 2018 Budget

14. Ordinance No. 26-18, Amending Richland Municipal Code Section 10.04.040 related to Public Nuisances affecting Peace and Safety

15. Ordinance No. 27-18, Amending Richland Municipal Code Section 22.14.130 related to Public Nuisances

Resolutions – Adoption

16. Resolution No. 88-18, Authorizing a Water Main Oversizing and Reimbursement Agreement with Pahlisch Homes of Westcliffe Heights, LLC

17. Resolution No. 89-18, Authorizing an Interconnection Facilities Study Agreement with the Bonneville Power Administration for the Dallas Road Substation and Transmission Line

18. Resolution No. 91-18, Authorizing a South Richland Collector Street Latecomer Agreement with Pahlisch Homes at Westcliffe Heights, LLC for a Portion of Queensgate Drive

19. Resolution No. 92-18, Approving an Engineering Services Agreement with Parametrix, Inc. for the Horn Rapids Landfill Disposal Capacity Improvements Project

20. Resolution No. 93-18, Changing the Spelling of Mc Ewan Drive in West Village Phase 2 to McEwan Drive

Items for Approval

21. Appointment to the Americans with Disabilities Act Citizens Review Committee: John (Scott) McDonald

22. Appointment to the Code Enforcement Board: Skye White

23. Appointment to the Economic Development Committee: Rae Moss

24. Proclamations of Appreciation: Debbie Berkowitz and David Carl

25. Authorize Travel for Mayor Thompson and Mayor Pro Tem Christensen

Expenditures - Approval

26. Expenditures from May 7, 2018 - May 25, 2018 for \$10,356,227.01 including Check Nos. 257230-258048, Wire Nos. 6890-6921, Payroll Check Nos. 133650-134187, and Payroll Wire/ACH Nos. 10458-10472

Items of Business

27. Emergency Ordinance No. 29-18, Declaring an Emergency at the Water Treatment Plant regarding Failure of Filter No. 6

Mr. Rogalsky said this is an emergency ordinance that will be considered for passage on the first reading. He said Filter No. 6 at the Water Treatment Plant had a structural failure and this ordinance will allow an expedited purchasing processes to complete engineering and contracting to repair Filter No. 6.

COUNCILMEMBER LEMLEY MOVED AND COUNCILMEMBER KENT SECONDED THE MOTION TO APPROVE ORDINANCE NO. 29-18.

Councilmembers had a question and answer period with Mr. Rogalsky.

THE MOTION CARRIED 6-0.

Reports and Comments

1. City Manager

Ms. Reents said the first annual City Employee Wellness Health Fair will be held on June 6 & 7, 2018.

2. City Council

Councilmember Alvarez congratulated City Manager Reents for her 15-year anniversary with the City and City Attorney Kintzley for her 5-year anniversary with the City.

Councilmember Anderson confirmed with Mr. Schiessl that bullet resistant glass will be used in the new City Hall Council Chamber.

Councilmember Kent said she attended the ribbon cutting event for Northwest Paddle Boarding and was impressed with the business.

3. Mayor

Mayor Pro Tem Christensen commented on the citizen feedback he has received that praises the traffic revisions under construction in the Queensgate area.

Adjournment

Mayor Pro Tem Christensen adjourned the meeting at 8:20 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Ordinances - First Reading

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 31-18, Authorizing the Vacation of a Portion of Logston Boulevard Right-of-Way

Department:
Public Works

Ordinance/Resolution Number:
31-18

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 31-18, authorizing the vacation of a portion of Logston Boulevard right-of-way.

Summary:

The City, as the predominant property owner, has planned for the development of the Horn Rapids Industrial Park and Horn Rapids Business Center. Since the 1990s, the City has adopted and amended master development plans for the area bounded on the south by SR-240, on the east by the Port of Benton railroad, on the north by Horn Rapids Road, and on the west by the City's landfill.

Through several actions, most recently in 2004, the City dedicated a public street right-of-way named Logston Boulevard from SR-240 to Battelle Boulevard. To date, only the most southerly 1,700 feet and the most northerly 2,100 feet of this planned street have been constructed. Approximately 5,800 feet lying between these two segments remains as unimproved right-of-way.

In recent years, the City's development plans have changed and no longer rely on completion of Logston Boulevard. Specifically, the City leased property for a railroad loop track that crosses the Logston Boulevard right-of-way in two places, with the road right-of-way occupying a portion of the interior of the railroad loop. Staff believes the Horn Rapids Industrial Park will develop without the need for this street. Staff also believes that the presence of the right-of-way unnecessarily burdens marketing efforts for properties near and within the rail loop. Therefore, staff recommends vacating the unimproved portions of this right-of-way to streamline marketing of Horn Rapids Industrial Park properties.

As required by state law and as noticed by the City, a public hearing was held on June 5, 2018 to receive public testimony regarding this proposal. No public testimony was received at the hearing, and no public feedback has been received by staff. Staff recommends approval of Ordinance No. 31-18 for first reading by title only.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 31-18

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 31-18

AN ORDINANCE of the City of Richland vacating portions of Logston Boulevard.

WHEREAS, Ordinance No. 30-82 dedicated right-of-way and easements for the southerly portion of Logston Boulevard connecting to State Route 240; and

WHEREAS, Ordinance No. 44-94 reduced the easement widths previously dedicated under Ordinance No. 30-82; and

WHEREAS, on February 5, 1995, Richland City Council adopted Resolution No. 08-95, approving the Horn Rapids Business Center Master Plan and establishing the transportation and utility corridors therein; and

WHEREAS, Ordinance No. 02-04 dedicated right-of-way for the Logston Boulevard corridor from State Route 240 north to Battelle Boulevard; and

WHEREAS, on April 5, 2016, Richland City Council adopted Resolution No. 78-16, an update to the Horn Rapids Master Plan that resulted in removal of some portions of the Logston Boulevard corridor; and

WHEREAS, City staff have evaluated the City's long-term street connectivity needs within the Horn Rapids Industrial Park and have determined that Logston Boulevard is not needed; and

WHEREAS, City staff recommends vacation of the unneeded segments of Logston Boulevard to remove unnecessary encumbrances from City-owned property, thus facilitating smoother real estate transactions and future development; and

WHEREAS, at a regularly scheduled Council meeting on May 1, 2018, Richland City Council adopted Resolution 86-18, setting the time and place of a public hearing to consider vacation of Logston Boulevard for the June 5, 2018 at 7:30 p.m. in Richland City Hall Council Chambers at 505 Swift Boulevard in Richland, Washington; and

WHEREAS, at the time and place fixed and designated by Resolution No. 86-18, a hearing was held by the City Council to receive public testimony. No public testimony was given at the hearing.

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

Section 1. The portion of Logston Boulevard right-of-way as depicted in **Exhibit A** and described in **Exhibit B** is hereby ordered to be vacated subject to the provisions of Chapter 35.79 RCW.

Section 2. The City Clerk is directed to file with the Auditor of Benton County, Washington a copy of this ordinance and the attached exhibit, duly certified by the Clerk as a true copy.

Section 3. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the _____ day of _____, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____

EXHIBIT A

MATCH EXHIBIT A-1

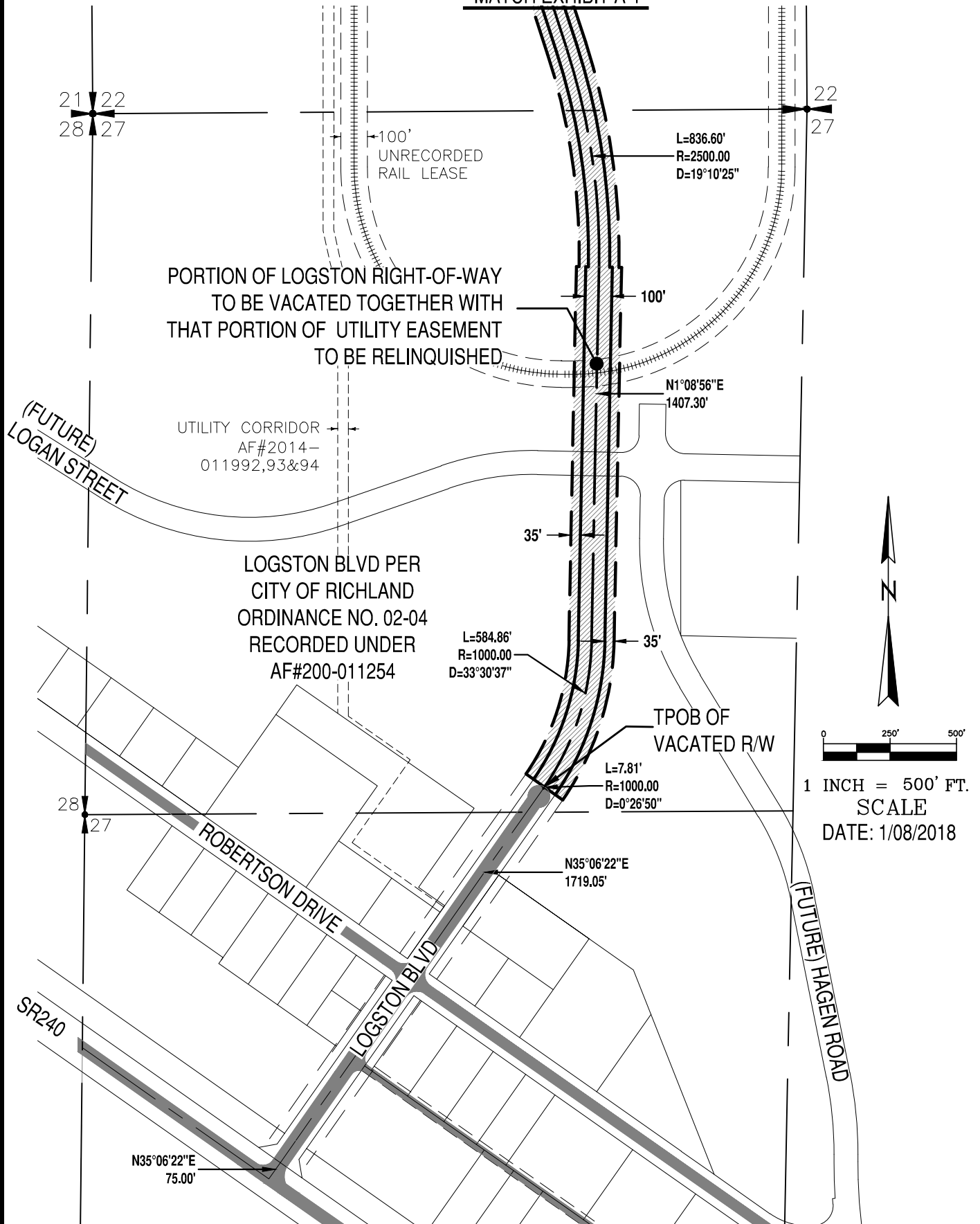


EXHIBIT A-1

BATTELLE BLVD

LOGSTON BLVD PER
CITY OF RICHLAND
ORDINANCE NO. 02-04
RECORDED UNDER
AF#200-011254

N0°30'50"W
2545.25'



1 INCH = 500' FT.
SCALE
DATE: 1/08/2018

END OF
VACATED R/W

LOGSTON BLVD

CITY OF RICHLAND
HORN RAPIDS RAILROAD
RIGHT-OF-WAY

L=144.76'
R=2000.00
D=4°08'49"

L=466.45'
R=2000.00
D=13°21'46"

UTILITY CORRIDOR
AF#2014-
011992,93&94

END OF PUBLIC
100' ACCESS &
UTILITY EASEMENT
AF#2014-031181

PORTION OF LOGSTON
RIGHT-OF-WAY
TO BE VACATED
TOGETHER WITH
THAT PORTION OF
UTILITY EASEMENT
TO BE RELINQUISHED

100'
UNRECORDED
RAIL LEASE

S18°01'29"E
2042.02'

MATCH EXHIBIT A

Exhibit B to Ordinance No. 31-18
City of Richland
No PID # ROW
To be vacated

THAT PORTION OF A RIGHT-OF-WAY KNOWN AS LOGSTON BOULEVARD TOGETHER WITH AN EASEMENT FOR PUBLIC UTILITIES, RECORDED UNDER AUDITOR'S FILE NUMBER 2004-007530, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 22 AND THE WEST HALF OF SECTION 27, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, BEING OF VARYING WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST SECTION CORNER OF SAID SECTION 27, AS SHOWN ON RECORD OF SURVEY NO. 1149 AS RECORDED IN VOLUME 1 OF SURVEYS ON PAGE 1149, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 00°38'03" EAST 1767.61 FEET ALONG THE WEST LINE OF SAID SECTION 27 TO A POINT ON THE CENTERLINE OF SR240; THENCE SOUTH 54°54'16" EAST 857.88 FEET ALONG SAID CENTERLINE OF SR240 TO THE INTERSECTION OF SR240 AND SAID LOGSTON BOULEVARD; THENCE NORTH 35°06'22" EAST 75.00 FEET ALONG THE CENTERLINE OF SAID LOGSTON BOULEVARD TO A POINT ON THE NORTH MARGIN OF SAID SR240, THENCE NORTH 35°06'22" EAST 1719.05 FEET CONTINUING ALONG SAID CENTERLINE TO A POINT ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1000.00 FEET; THENCE ALONG SAID CURVE 7.81 FEET THROUGH A CENTRAL ANGLE OF 00°26'50" TO THE TRUE POINT OF BEGINNING OF THAT PORTION OF RIGHT-OF-WAY KNOWN AS LOGSTON BOULEVARD TO BE VACATED, AT WHICH POINT SAID RIGHT-OF-WAY IS 100.00 FEET WIDE WITH 50.00 FEET LYING ON EACH SIDE OF ITS CENTERLINE AND SAID UTILITY EASEMENT IS 35.00 FEET WIDE OUTSIDE AND ADJACENT EACH SIDE OF SAID RIGHT-OF-WAY; THENCE CONTINUING ALONG SAID CENTERLINE THE FOLLOWING COURSES;

THENCE CONTINUING ALONG SAID CURVE 584.86 FEET THROUGH A CENTRAL ANGLE OF 33°30'37"; THENCE NORTH 01°08'56" EAST 1407.30 FEET TO A POINT ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2500.00 FEET, AT WHICH POINT SAID RIGHT-OF-WAY IS 80.00 FEET WIDE WITH 40.00 FEET LYING ON EACH SIDE OF ITS CENTERLINE AND SAID UTILITY EASEMENT IS 35.00 FEET WIDE OUTSIDE AND ADJACENT EACH SIDE OF SAID RIGHT-OF-WAY; THENCE CONTINUING ALONG SAID CENTERLINE THE FOLLOWING COURSES;

THENCE CONTINUING ALONG SAID CURVE 836.60 FEET THROUGH A CENTRAL ANGLE OF 19°10'25"; THENCE NORTH 18°01'29" WEST 2042.02 FEET TO A POINT ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2000.00 FEET; THENCE NORTHERLY ALONG SAID CURVE 466.45 FEET THROUGH A CENTRAL ANGLE OF 13°21'46" TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22 AND THE TERMINUS OF SAID CENTERLINE.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 33-18, Amending Richland Municipal Code Section 09.04.070 related to Reckless Endangerment

Department:
City Attorney

Ordinance/Resolution Number:
33-18

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No.33-18, amending Richland Municipal Code Section 09.04.070 to fix a scrivener's error.

Summary:

The City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to fix ambiguities or to bring local law into alignment with state and/or federal law.

RMC 09.04.070, which relates to the crime of second degree reckless endangerment, contains a scrivener's error that requires amendment. The proposed amendment brings RMC 09.04.070 into alignment with RCW 9A.36.050, the state law regarding non-felony reckless endangerment.

Staff recommends approval of Ordinance No. 33-18 for first reading by title only.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 33-18

ORDINANCE NO. 33-18

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 09.04.070 related to Reckless Endangerment.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to eliminate conflicts and ambiguities; and

WHEREAS, RMC 9.04.070 currently contains a scrivener's error that requires amendment.

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

Section 1. Richland Municipal Code Section 09.04.070, entitled Reckless endangerment – Second degree, as originally enacted by Ordinance No. 20-11, is hereby amended as follows:

9.04.070 Reckless endangerment – Second degree.

A person is guilty of reckless endangerment in the second degree when he or she recklessly ~~endangers~~, engages in conduct not amounting to reckless endangerment in the first degree as defined by RCW 9A.36.045, but which creates a substantial risk of death or serious physical injury to another person. Reckless endangerment is a gross misdemeanor.

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the _____ day of _____, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 3 - Economic Vitality

Subject:

Ordinance No. 23-18, Amending Richland Municipal Code Title 23 and the Official Zoning Map of the City of Richland to Change Zoning on .34 Acres from C-I to C-LB

Department:

Community Development Services

Ordinance/Resolution Number:

23-18

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 23-18, amending Richland Municipal Code Title 23 and the Official Zoning Map of the City of Richland to change the zoning on 0.34 acres from Neighborhood Retail (C-I) to Commercial Limited Business (C-LB).

Summary:

Kenton Bricker, owner of the subject property, has filed a rezone request to change the zoning on a 0.34-acre site from C-I (Neighborhood Retail) to C-LB (Commercial Limited Business). The reason for filing this request is to make available some residential development opportunities in conjunction with low-intensity commercial or office uses. Primarily, the applicant is interested in constructing a multi-family residential apartment or townhome style building which offers commercial/office tenant spaces on the first floor.

The site is a 0.34-acre parcel of undeveloped land and is located at the northeast corner of Alder Avenue and Turner Street, lying approximately 135 feet south of Van Giesen Street. Surrounding properties to the west and to the south contain a mix of multi-family and single-family residences.

The Hearing Examiner recommended approval.

First reading was given on June 5, 2018. No exceptions were taken. Staff recommends approval of Ordinance No. 23-18 for second reading and passage.

Fiscal Impact:

Multi-family development will increase the demand on city services and contribute to increased property and sales taxes for the city. The change in zoning classification is not anticipated to increase demand for city services above the current zoning classification.

Attachments:

1. Ordinance No. 23-18
2. May 16, 2018 - Hearing Examiner Recommendation
3. March 12, 2018 - Staff Report - Bricker C-I to C-LB

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 23-18

AN ORDINANCE of the City of Richland amending Title 23: Zoning Regulations of the Richland Municipal Code and the Official Zoning Map of the City to change the zoning on 0.34 acres from Neighborhood Retail (C-1) to Commercial Limited Business (C-LB); said property being located at the southwest corner of the intersection of Alder Avenue and Turner Street.

WHEREAS, on March 12, 2018, the Richland Hearing Examiner held a duly advertised public hearing to consider a petition from Kenton and Gina Bricker to change the zoning of the hereafter described property; and

WHEREAS, on May 16, 2018, the Richland Hearing Examiner issued a written decision recommending approval of the requested rezone; and

WHEREAS, the Richland City Council has considered the record created at the March 12, 2018 public hearing, and has considered the written recommendation of the Richland Hearing Examiner.

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

Section 1. It is hereby found, as an exercise of the City's police power, that the best land use classification for the property described below is Commercial Limited Business (C-LB) when consideration is given to the interest of the general public.

Section 2. Said property is more particularly described as follows:

PLAT OF RICHLAND BLOCK 339 LOT 1: LESS THE NORTH 120.5 FEET
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, 1-25-83
HAVING AN AREA OF 148,052 SQUARE FEET, 0.34 ACRES

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Section 3. Such property is rezoned from Neighborhood Retail (C-1) to Commercial Limited Business (C-LB).

Section 4. Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City, as adopted by Section 23.08.040 of said title, are amended by amending Sectional Map No. 9, which is one of a series of maps constituting said Official Zoning Map, as depicted in **Exhibit A** and bearing the number and date of passage of this ordinance, and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 5. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this ordinance and the attached amended zoning map, duly certified by the Clerk as a true copy.

Section 6. This ordinance shall take effect on the day following the date of its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of June, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

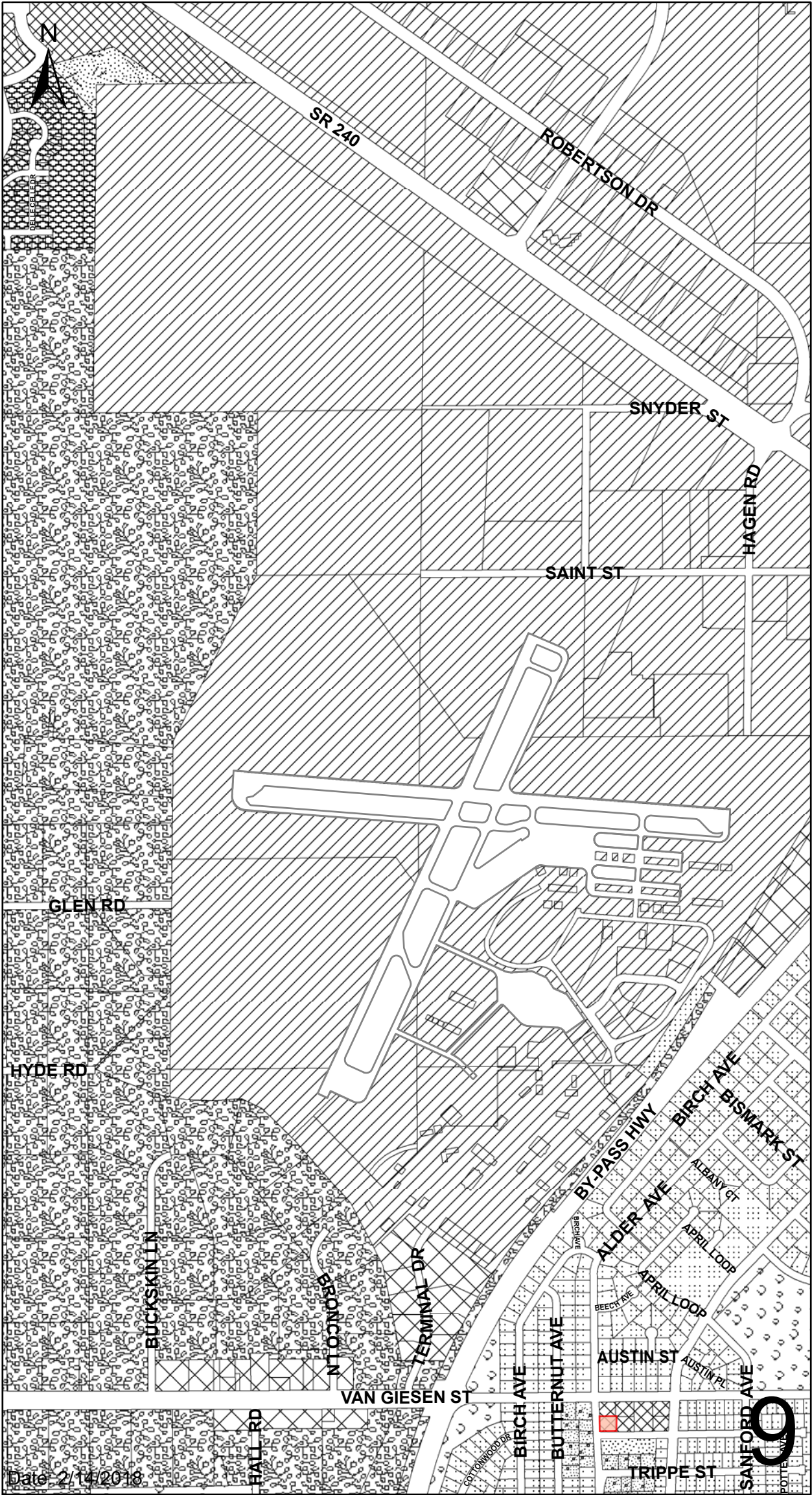
APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: June 24, 2018

Exhibit A to Ordinance No. 23-18



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

Regarding the Application to **Rezone** a)
vacant .34 acre site located at 1526 Alder)
Avenue from C-1 (Neighborhood Retail) to)
C-LB (Commercial Limited Business),)
submitted by the property owners)

File No. Z2018-100

Kenton and Gina Bricker,)
Applicants,)

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

I. SUMMARY OF RECOMMENDATION.

The property owners, Kenton and Gina Bricker, can meet the burden of proof to demonstrate that their requested rezone merits approval. The site is now designated as suitable for Commercial land uses under the City's Comprehensive Plan, and the request is to rezone the property from a relatively more-intense commercial designation to a less-intense commercial designation that allows for some residential development opportunities. After public notices provided in accord with law, there was no opposition.

II. BACKGROUND and APPLICABLE LAW.

In this matter, the Hearing Examiner has jurisdiction to conduct an open record public hearing on the site-specific rezone application at issue, and is directed to issue a written recommendation for consideration and final action by the Richland City Council. See Richland Municipal Code (RMC) 19.20.010(C)(2)(identifies "site-specific rezone" as a Type III permit application); RMC 19.20.030(jurisdiction to conduct public hearing, issue recommendation); RMC 19.25.110(authority for Examiner actions, including conditions of approval on applications or appeals); and RCW 35A.63.170(state statute regarding hearing examiner system).

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: BRICKER REZONE
APPLICATION TO CHANGE A .34-ACRE SITE
LOCATED AT 1526 ALDER AVENUE FROM C-1
(NEIGHBORHOOD RETAIL) TO C-LB
(COMMERCIAL LIMITED BUSINESS) FILE NO.
Z2018-100**

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

1 The applicant bears the burden of proof to show that its application conforms to the relevant
2 elements of the city's development regulations and comprehensive plan, and that any significant
3 adverse environmental impacts have been adequately addressed. RMC 19.60.060. And, because a
4 site-specific rezone application is a Type III matter, the City's code mandates that a concurrency
review must be undertaken to determine the transportation impacts (if any) that could be created by
the proposed action. RMC 19.50.010(C).

5 Finally, Washington Courts apply three basic rules when reviewing appeals of rezone
6 applications: (1) there is no presumption favoring the rezone request; (2) the proponent of a rezone
7 must demonstrate that there has been a change of circumstances since the original zoning,
8 PROVIDED if a proposed rezone implements the policies of a comprehensive plan, a showing of
9 changed circumstances is usually not required¹; and (3) the rezone must have a substantial
relationship to the public health, safety, morals, or general welfare. *Woods v. Kittitas County*, 162
Wn.2d 597 (2007), citing *Citizens for Mount Vernon*, 133 Wn.2d 861, at 875 (1997); *Parkridge v.*
City of Seattle, 89 Wn.2d 454, 462 (1978).

10 III. QUESTIONS PRESENTED.

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

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

14 *Short Answer:* Yes. The site is already designated for Commercial land uses.

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

17 *Short Answer:* Yes.

18 IV. RECORD.

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

22
23 ¹ *Save Our Rural Env't v. Snohomish County*, 99 Wn.2d 363, 370-71 (1983); *Henderson v. Kittitas County*, 124 Wn. App.
747, 754 (Div. III, 2004); *Bjarnson v. Kitsap County*, 78 Wn. App. 840, 846 (Div. III, 1995).

24 FINDINGS OF FACT, CONCLUSIONS AND
25 RECOMMENDATION RE: BRICKER REZONE
APPLICATION TO CHANGE A .34-ACRE SITE
26 LOCATED AT 1526 ALDER AVENUE FROM C-1
(NEIGHBORHOOD RETAIL) TO C-LB
(COMMERCIAL LIMITED BUSINESS) FILE NO.
Z2018-100

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RICHLAND, WASHINGTON 99352

Hearing Testimony: The following individuals presented testimony under oath at the duly noticed public hearing for the underlying application, held on March 12, 2018:

1. Shan O'Neill, Interim Planning Manager/Senior Planner for the City of Richland.
2. Brad Bricker, the applicant's son, spoke in favor of the request; and
3. Kenton Bricker, the applicant.

The applicant, Mr. Bricker, attended the hearing, and fully supported the staff recommendation to approve the rezone. No one opposed the requested rezone.

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

1. Application for Rezone, including Justification statement, handwritten by the applicants, which reads in part: "...would allow for a greater flexibility in design and purpose to meet the commercial and residential market needs of the surrounding neighborhood..." signed by applicants on January 17, 2018;
2. Commercial zoning regulations – RMC Chapter 18.22;
3. Site photos; and
4. Affidavit of publication and public hearing notices;

No one submitted any written comments regarding the pending rezone application.

The Examiner visited the road network and vicinity of the proposed rezone and is fully advised on matters at issue herein, including without limitation adjacent developments and land uses, applicable law, application materials, and relevant comprehensive plan provisions.

V. FINDINGS OF FACT.

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

Application, Public Notice, and Review

1. In January of this year, the applicants and owners of the subject property, Kenton and Gina Bricker, submitted an application seeking to rezone a vacant .34 acre site located at 1526 Alder Avenue from C-1 (Neighborhood Retail) to C-LB (Commercial Limited Business). The property is identified as Benton County Parcel No. 103983020339005.

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: BRICKER REZONE
APPLICATION TO CHANGE A .34-ACRE SITE
LOCATED AT 1526 ALDER AVENUE FROM C-1
(NEIGHBORHOOD RETAIL) TO C-LB
(COMMERCIAL LIMITED BUSINESS) FILE NO.
Z2018-100**

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2. The small parcel that is subject to this rezone application is the only vacant piece of land on a block that is all now zoned C-1, and mostly developed. The parcel is a corner lot, with Alder Avenue to the west, and Turner Street to the south.

3. To the west, the block is zoned R-2 (Medium Density Residential). To the south, the properties are zoned R-3 (High Density Residential). Properties the east and north are developed with retail commercial tenant spaces laid out to function as a single small commercial complex known as "Westgate Center." (*Staff Report, page 3*).

4. Given how other properties on the same block have already been developed, opportunities to access the busier Van Giesen Street do not seem readily available.

5. The application includes the following notation as "Justification" for the requested rezone: "...would allow for a greater flexibility in design and purpose to meet the commercial and residential market needs of the surrounding neighborhood..." (*Ex. 1*).

6. Following receipt, City staff complied with all applicable public notice requirements for the rezone application and the public hearing held for the matter. (*Staff Report, Page 6; and Exhibit 4, copies of various public notices published and mailed*).

7. Because staff deemed the application to be consistent with the City's Comprehensive Plan, which already designates the rezone site as suitable for Commercial land uses, and the City's plan was analyzed in an environmental impact statement at the time of its adoption, the pending application is categorically exempt from SEPA review as provided in WAC 197-11-800(6)(c). *Staff Report, pages 8 and 9*.

8. Although notices were duly published, posted and mailed as required by law, no one provided any written comments regarding the pending rezone. *Staff Report, page 6*.

9. The rezone is not likely to have any material impact on capacity for the existing local street system serving the property.

Summary of Public Hearing.

10. At the public hearing, Mr. O'Neill made a brief presentation regarding the application, the site, and his recommendation of approval, as explained in the Staff Report. The applicant, Mr. Bricker, and his son, Brad Bricker, expressed their support for the staff recommendation of approval. The applicant noted that the requested rezone would allow for more flexibility in pursuing mixed-use options with a range of housing options, all of which is consistent with land use policy goals in the City's Comprehensive Plan. No one testified to express concerns with or opposition to the Bricker's rezone application.

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: BRICKER REZONE
APPLICATION TO CHANGE A .34-ACRE SITE
LOCATED AT 1526 ALDER AVENUE FROM C-1
(NEIGHBORHOOD RETAIL) TO C-LB
(COMMERCIAL LIMITED BUSINESS) FILE NO.
Z2018-100**

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RICHLAND, WASHINGTON 99352

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

2
3 11. As part of the review process, City staff confirmed that adequate utilities, including without
4 limitation water, power, and sewer, are in place and/or readily available to serve the parcel that is at
5 issue in this matter. *Staff Report, pages 7-8.*

6 ***Surrounding uses and zones.***

7 12. The entire parcel is currently zoned Single Family Residential, based on the preferences of
8 the McDonalds at the time their property was annexed into the City of Richland in 2013. Since
9 then, they changed their minds, and now wish for their property to be rezoned to a Commercial
10 classification, like most all other properties in the vicinity located south of Reata Road.

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

12 13. As explained elsewhere in this Recommendation, the rezone site is already designated as
13 “Commercial” in the City’s Comprehensive Plan, and the request is to modify the classification
14 from one Commercial classification to another, in this case from C-1 to C-LB.

15 14. Based on the record, the Examiner finds and concludes that the requested rezone from one
16 Commercial classification to another in an area where commercial uses face residential uses on the
17 other side of the street is appropriate, especially given the fact that one of the stated purposes of the
18 C-LB Zone is, in certain instances (such as this one) to provide a buffer zone between residential
19 areas and other commercial districts. *(See C-LB Zone Purpose, quoted on page 5 of Staff Report).*
20 The requested C-LB zone is not inconsistent with existing land uses located on or zoning
21 designations assigned to surrounding properties in the area.

22 15. Standing alone, the requested rezone conforms to the Comprehensive Plan, because the plan
23 already identifies the property as suitable for Commercial uses.

24 ***General findings.***

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

17 17. The Development Services Division Staff Report, prepared by Mr. O’Neill, includes a
18 number of specific findings and explanations that establish how the underlying application satisfies
19 provisions of applicable law and is consistent with the city’s Comprehensive Plan and zoning
20 regulations. Except as modified in this Recommendation, all Findings contained in the Staff Report

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24 **FINDINGS OF FACT, CONCLUSIONS AND**
25 **RECOMMENDATION RE: BRICKER REZONE**
26 **APPLICATION TO CHANGE A .34-ACRE SITE**
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HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL – 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

are incorporated herein by reference as Findings of the undersigned-hearing examiner.

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

VI. CONCLUSIONS.

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

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

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

3. The Staff Report and testimony on the record demonstrate that the proposed rezone will not require new public facilities and that there is capacity within the transportation network, the utility system, and other public services, to accommodate commercial uses on the rezone site. The rezone from one Commercial zoning classification to another, C-1 to C-LB, will keep the property compatible with the character of the existing uses and zoning districts surrounding the site, and will allow development that can serve as a buffer between residential areas and commercial properties surrounding the site.

4. The rezoned site will not be materially detrimental to uses or property in the immediate vicinity of the subject property

5. While the pending rezone application is categorically exempt from formal SEPA review, the record demonstrates that the potential for adverse impacts is very unlikely. And, despite the ample public notice issued for the application, no one spoke or submitted any written comments opposing the pending rezone request.

6. As required by RMC 19.50.010(C), the transportation system is sufficient to accommodate the type of development envisioned with the proposed rezone, subject to frontage improvements and other infrastructure upgrades possibly required as conditions for developing various types of commercial uses on the site. The site visit to the area confirms that the road network is fully functional, and no transportation concurrency problems are likely to arise as a result of the rezone for the site. Development regulations, including without limitation those detailing setbacks, will apply to any future project built on the site.

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: BRICKER REZONE
APPLICATION TO CHANGE A .34-ACRE SITE
LOCATED AT 1526 ALDER AVENUE FROM C-1
(NEIGHBORHOOD RETAIL) TO C-LB
(COMMERCIAL LIMITED BUSINESS) FILE NO.
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1 7. Based on the record, the applicant demonstrated its rezone application merits approval,
meeting its burden of proof imposed by RMC 19.60.060.

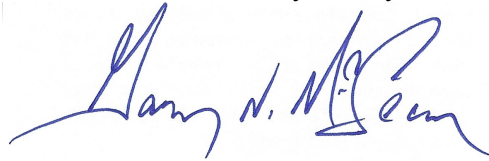
2 8. Approval of this rezone will not and does not constitute, nor does it imply any expectation
3 of, approval of any permit or subsequent reviews that may be required for development or other
regulated activities on the site of the subject rezone.

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

6 **VII. RECOMMENDATION.**

7 Based upon the preceding Findings and Conclusions, the Hearing Examiner recommends
8 that the Bricker's application (File No. Z2018-100) to rezone a .34 acre site located at 1526 Alder
9 Avenue, from C-1 (Neighborhood Retail) to C-LB (Commercial Limited Business), should be
APPROVED.

10 ISSUED this 16th Day of May, 2018

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14 Gary N. McLean
15 Hearing Examiner

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24 FINDINGS OF FACT, CONCLUSIONS AND
25 RECOMMENDATION RE: BRICKER REZONE
26 APPLICATION TO CHANGE A .34-ACRE SITE
LOCATED AT 1526 ALDER AVENUE FROM C-1
(NEIGHBORHOOD RETAIL) TO C-LB
(COMMERCIAL LIMITED BUSINESS) FILE NO.
Z2018-100

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

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

GENERAL INFORMATION:

PROPOSAL NAME: Bricker Rezone

LOCATION: 1526 Alder Avenue

APPLICANT: Kenton & Gina Bricker

FILE NO.: Z2018-100

DESCRIPTION: Request to change zoning on 0.34 acres from C-1 (Neighborhood Retail) to C-LB (Commercial Limited Business)

PROJECT TYPE: Type 3 Site-specific rezone

HEARING DATE: March 12, 2018

REPORT BY: Shane O'Neill, Senior Planner

RECOMMENDED
ACTION: Approval



Figure 1 - Vicinity Map

DESCRIPTION OF PROPOSAL

The applicant, Kenton Bricker, owner of the subject property, has filed a rezone request to change the zoning on a 0.35 acre site from C-1 (Neighborhood Retail) to C-LB (Commercial Limited Business). The reason for filing this request is to make available some residential development opportunities in conjunction with low-intensity commercial or office uses. Primarily, the applicant is interested in constructing a multi-family residential apartment or townhome style building which offers commercial/office tenant spaces on the first floor. The application is attached herein as Exhibit 1. A proposed site plan nor building elevations/designs accompanied the application to rezone the site, neither of which are necessary to review a rezoning proposal based upon its land use merits.

The existing C-1 Neighborhood Retail zoning is a limited retail business zone appropriate for areas which primarily provide retail products and services of the convenience of nearby neighborhoods with minimal impact on surrounding

residential neighborhoods. Whereas the C-LB (Commercial Limited Business) zone is designed for the location of 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 District. C-LB zoning may also serve as a buffer zone between residential areas and other commercial districts. This zone may be applied to lands designated commercial or high-density residential under Richland's Comprehensive Plan (RMC 23.22.010). Refer to RMC Section 22.18.020 (Exhibit 2) for the list of land uses allowed in both the existing C-1 zone and the proposed C-LB zone.

SITE DESCRIPTION & ADJACENT LAND USES

The site is a 0.34-acre (122.35' x 121') parcel of undeveloped land lying at the northeast corner of Alder Avenue and Turner Street, lying approximately 135-feet south of Van Gisen Street, a minor arterial roadway. The trapezoidal property is generally level and is bordered by Alder Street to the west and on by Turner Street to the south. Both Alder Ave and Turner Street are classified as local roadways in the City's Comprehensive Plan.

The site is situated in an area of mixed uses. Adjacent properties immediately to the east and north are zoned C-1 and are developed with retail-level commercial tenant spaces laid out to function as a single small commercial shopping center named the "Westgate Center". This shopping center gains primary and direct access from Van Giesen Street leading to a shared parking lot. The subject site occupies the southwest corner of this single isolated commercially zoned block which is surrounded by residential neighborhoods. The nearest commercially zoned property east of the bypass highway lies approximately 0/7 miles to the south.

Surrounding properties to the west and to the south contain a mix of multi-family and single-family residences. Though zoned R-2 (Medium Density Residential) the site immediately west contains a single-family home while the majority of surrounding residences are duplexes. The site immediately south, zoned R-3 (Multiple-Family Residential), is a single 1.2-acre parcel developed with 28 apartment units housed within seven separate buildings. The apartment complex contains an office building with a pool.

An aerial photo of the site in Figure 1 above and ground level site photos taken by city staff are provided in Exhibit 3.

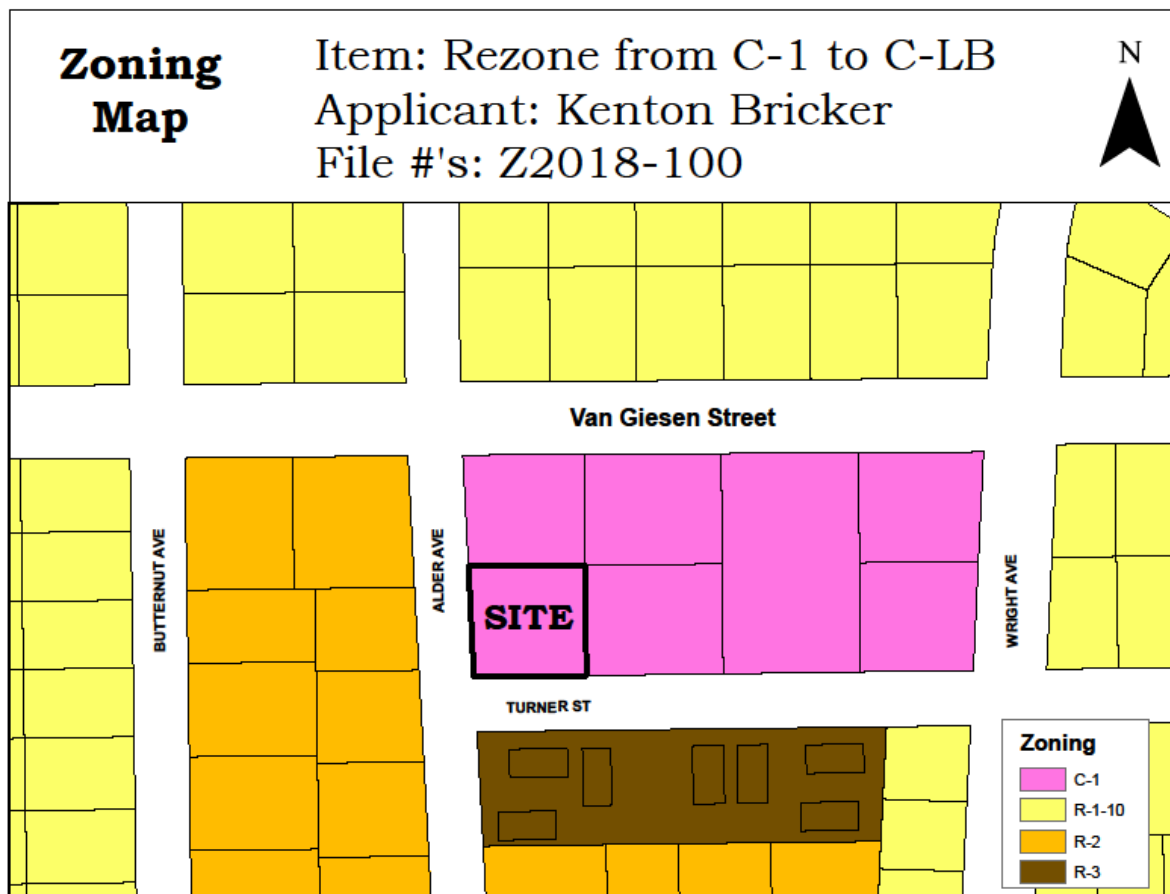


Figure 2 – Zoning Map

ZONING

As illustrated in the Zoning Map above C-1 (Neighborhood Retail) zoning is consistently assigned to the subject site together with all properties belonging to the same block. Other properties in the vicinity are zoned for a variety of land uses. Lands immediately west of the site are zoned R-2 Medium Density Residential and contain a mix of single-family homes and duplexes. Property directly south of the site is zoned R-3 High-Density Residential containing a 28-unit residential apartment complex, while properties to the north and east are zoned C-1 – Neighborhood Retail which contain neighborhood scale retail businesses.

The applicant is requesting that his current C-1 zoning be converted to Commercial Limited Business (C-LB). The stated purposes of the C-1 and C-LB zones (as set forth in RMC 23.22.010) are as follows:

C-1 Zone Purpose

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-LB Zone Purpose

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.

There are some differences in the dimensional requirements associated with the existing and proposed zone, as shown in the following table:

Zoning	Existing C-1	Proposed C-LB
STANDARD	REQUIRED/ALLOWED	REQUIRED/ALLOWED
Min. Lot Area	None	None
Max. Lot Coverage	None	None
Building Setbacks		
Front	45 ft.	20 ft.
Side(s)	0 ft.	0 ft.
Rear	0 ft.	0 ft.
Building Height	30 ft.	55 ft.

Table 1 – Comparison of C-1 & C-LB Dimensional Standards

Noteworthy is the point that the front setback reduction to twenty (20) feet incurred with assigning C-LB zoning is consistent with the minimum front setback applied to the surrounding residential neighborhoods. The commercial land use table (RMC 23.22.030) is provided as Exhibit 2 to illustrate specific differences between each zone in terms of permitted land uses.

The dimensional standards table above applies to non-residential development in each zone. In the case of residential development proposals in the C-LB zone the following performance standards drawn from RMC 23.22.020(A) apply:

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.

PUBLIC NOTICE

Application Date:	January 22, 2018
Notice of Application & Hearing Mailed:	February 22, 2018
Notice of Application & Hearing Published:	February 28, 2018
Notice of Application & Hearing Posted:	February 22, 2018
Public Hearing:	March 12, 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 4. As of the date of this report, no comments were received from the public.

UTILITY AVAILABILITY

A six-inch sewer main extends to near the southeast corner of the property in Turner Street. Eight-inch water mains are located in both Turner Street and Alder Ave. The water main in Alder Ave currently serves a fire hydrant located at the southwest corner of the property.

The nearest municipal electrical service line currently terminates at an overhead end-pole placed approximately 154-feet east of the site on Turner Street. The end-pole feeds multiple service drops servicing many of the commercial tenant spaces in the Westgate Center. Richland Energy Services has indicated that depending on the load of the specific development proposed, overhead primary lines may need to be extended west to serve the subject site or in the case of a low load electrical demand it may be feasible to extend service from the existing end-pole without extending the primary.

TRANSPORTATION

Van Giesen Street is classified as a minor arterial roadway in the City's Transportation Plan. The street has existing capacity to support additional commercial and residential development. Specific design and assessment of transportation related improvements, if any are required, will be determined when specific development plans are submitted to the City. Considering the permitted number of dwelling units and types of office/commercial uses, development of this site is unlikely to trigger the need for a traffic study and/or associated traffic impact mitigation. Public Works has provided a trigger of approximately 25 peak pm trips for imposing further traffic study and/or mitigation requirements.

SEPA

No environmental review was conducted as part of this rezone application, based on the categorical exemption in WAC 197-11-800(6) (c) which provides for exemptions under the following circumstances:

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.

The following Land Use Map illustrates the City's Comprehensive Plan Commercial Land Use Designation of the site. As shown in the Existing Zoning section above (pg 5) the C-LB zoning classification is intended to be applied to portions of the city that are designated either commercial or high-density residential under the city of Richland Comprehensive Plan.

COMPREHENSIVE PLAN

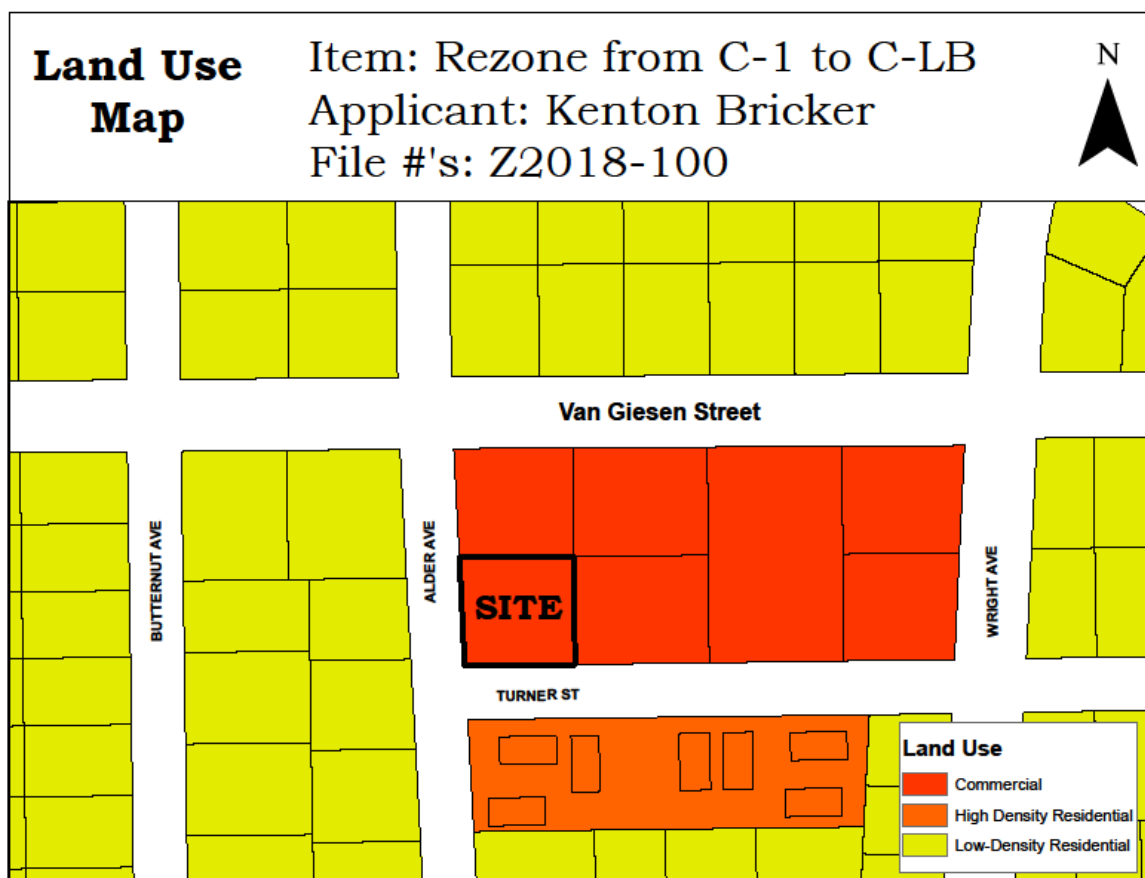


Figure 3 – Comprehensive Plan Map

The comprehensive plan contains the following goal and policy statements generally viewed as being in support of the proposed rezone application:

Land Use Goal 1:

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

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

Land Use Goal 2:

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

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

Land Use Goal 3:

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

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

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

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 transport.

ANALYSIS

The subject site is situated on the fringe of a commercially zoned block completely surrounded by residential neighborhoods immediately comprised of single-family homes, duplexes and residential apartment buildings. The site also lies 135-feet south of Van Gisen Street, a minor arterial roadway which serves as a primary high-volume access-way connecting a densely populated residential sector of central Richland to the Bypass Highway.

Because the parcel has remained vacant while the adjacent commercial properties were developed the site lacks access and visibility coordination with the layout of the commercial block thereby reducing its commercial viability. Though the site is near a busy roadway the site suffers from reduced visibility and indirect access from Van Giesen Street.

Primarily an office zone and secondly a high-density residential zone, the C-LB district is well applied to transitional areas of the community to serve as a buffer between commercial and residential land uses. Transitioning this site to C-LB zoning would expand residential development opportunities while further reducing the intensity of allowable commercial uses. It is reasonable to presume that the surrounding residents may very well appreciate the elimination of the site's potential to be developed with high customer volume businesses currently allowed under the existing C-1 zone such as: automotive repair shops, fueling stations, mini-marts, laundromats, drinking establishments, restaurants, building supply stores and grocery stores in exchange for allowing more residential apartments and office uses. In the opinion of staff, the proposed C-LB zoning with its associated permitted land uses, is generally compatible with the vicinity. For the reasons listed above staff does not feel it is necessary to impose site specific development restrictions by way of a property use and development agreement.

The City's comprehensive plan designates the site as suitable for commercial land uses. In the purpose statement of the C-LB zone it is written: *"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."* In this way the subject rezone application is consistent with the city's Comprehensive Plan.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the request for a change in zoning (Z2014-109) and recommends approval of the request subject to a property use and development agreement based on the following:

1. The City of Richland Comprehensive Plan designates the subject site as suitable for commercial land uses;
2. The site is visible from Van Giesen Street which means future apartment residents would not need to travel through existing residential neighborhoods to gain access, thereby minimizing disruption to existing residents in the vicinity;
3. The size of the site does not lend itself to large format retail establishments;
4. Residential/office development of the site, with C-LB uses is consistent with the intent of the comprehensive plan;

5. The site is situated in a transitional area of zoning, with R-3 to the south, R-2 to the west and C-1 to the north and east;
6. Transitioning the site to C-LB zoning would reduce the intensity level of commercial development opportunities; thereby buffering the surrounding homes from the existing commercial shopping center;
7. The project is exempt from the provisions of the State Environmental Policy Act, as identified in WAC 197-11-800(6) (c).
8. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland.

EXHIBIT LIST

1. Application Form
2. Commercial Zoning – Chapter 18.22 of the Richland Municipal Code
3. Site Photos
4. Public Notices and Affidavits



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

Z2018-100

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: Kenton Bricker / Gina Bricker

Address: 5408 Fern Loop

City: West Richland State: WA Zip: 99353

Phone: (509) 967-1363 Fax: _____ Other and/or e-mail address: brickshouse6@msn.com

Please check under what capacity you are filing:

☒ Recorded owner of the property as of SAME ☐ Purchasing under contract as of _____

☐ 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: 1526 ALDER AVE

Parcel # 103983020339005

Relationship to adjacent streets (i.e., west of Main Street between 1st Avenue and 2nd Avenue): Corner lot adjacent to Papa John's Pizza and Westgate Plaza; corner of Alder St. & Turner St.

General description of development status (i.e., vacant, agricultural, buildings, or miscellaneous improvement): VACANT

Size of petition area 120' x 120' acres and 14,400 square feet

SECTION III - CHANGE OF ZONE REQUEST

A change of zone from C-1 To C-LB

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:

The change in zoning from C-1 to C-LB would allow for a greater flexibility in design and purpose to meet the commercial and residential market needs of the surrounding neighborhood. The requested change aligns with and supports the Economic Development element (e.g. goal 6) and Land Use Element (e.g. goal 13) of Richland's Comprehensive Plan (draft dated 9/30/17)

Continued

509-942-7794
 509-942-7764

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 17 DAY OF JANUARY, 2018

Karen D. Brier

Applicant's Signature

Applicant's Signature

Gina K. Bricker

Address

Address

5408 Fern Loop

City, State, Zip

City, State, Zip

West Richland, WA 99353

Phone (509) 967-1363

Phone (509) 578-2100

FOR OFFICE USE ONLY

Date accepted for filing 1.22.2018

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

[Signature]

City Official's Signature

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.

Looking North



Looking East



Looking Southeast



Looking South



Looking Southwest



Looking West



**CITY OF RICHLAND
NOTICE OF APPLICATION & PUBLIC HEARING
(Z2018-100)**

Notice is hereby given that Kenton & Gina Bricker have applied to rezone a 0.34 acre site generally located at the southwest corner of Alder Avenue and Turner Street, from C-1 (Neighborhood Retail) to C-LB (Commercial-Limited Business).

A public hearing on the proposed rezone will be held before the Hearing Examiner on Monday, **March 12, 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, 840 Northgate Drive, Richland, WA 99352. Fax 509-942-7587, soneill@ci.richland.wa.us.



1

2 **AFFIDAVIT OF POSTING**

3

4 STATE OF WASHINGTON)

5) ss.

6 COUNTY OF BENTON)

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

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

9 2. On the 22nd day of February, 2018, I posted the attached NOTICE OF PUBLIC

10 HEARING, File Number's Z2018-100 at the following location:

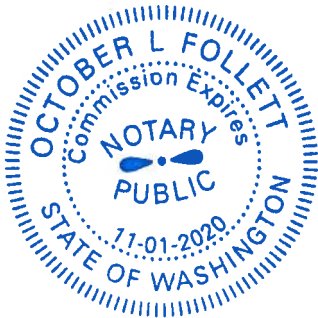
11 1526 Alder Avenue, generally occupying the southwest corner of the intersection of Alder Avenue

12 and Turner Street in Richland, WA.

13 

14 Print Name: Shane O'Neill

15 SIGNED AND SWORN to before me this 22nd day of February, 2018 by SHANE O'NEILL.



24 

25 Signature of Notary

Printed Name

October L. Follett

Notary Public in and for the State of Washington,

Residing in Benton County

My appointment expires: 11-1-2020

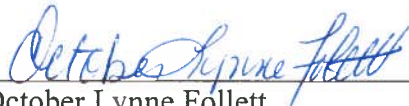
AFFIDAVIT OF MAILING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, October Lynne Follett, 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 22nd day of February 2018, I mailed a copy of the attached NOTICE OF PUBLIC HEARING to the attached list of individuals via regular USPS or E-mail on the date indicated above. The Notice of Public Hearing is related to a request to rezone a 0.34 acre site generally located at the southwest corner of Alder Avenue and Turner Street, from C-1 (Neighborhood Retail) to C-LB (Commercial-Limited Business).


October Lynne Follett

SIGNED AND SWORN to before me this 23rd day of February, 2018 by
OCTOBER LYNNE FOLLETT

TAMMI MAE LARCHE
NOTARY PUBLIC
STATE OF WASHINGTON
MY COMMISSION EXPIRES
JANUARY 22, 2020

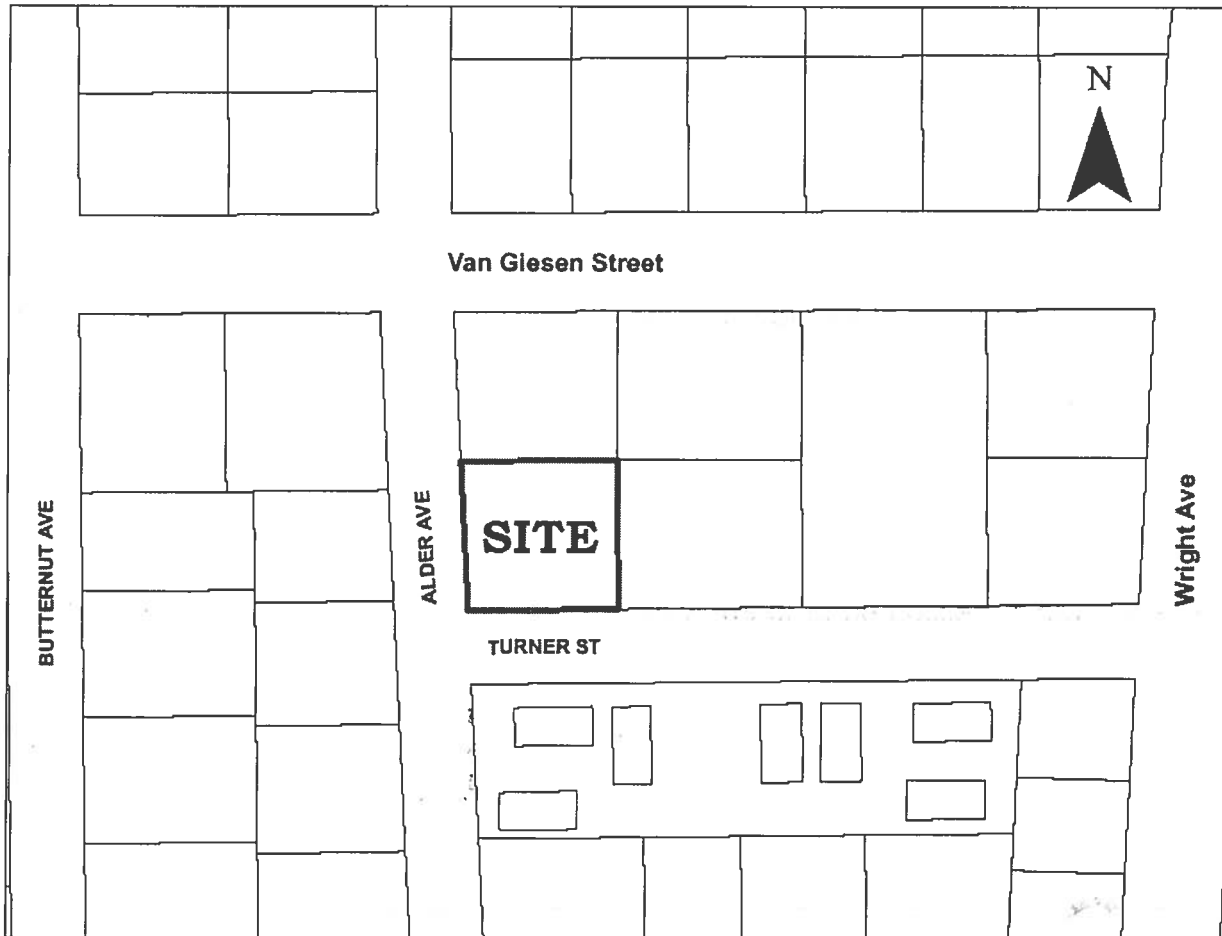

Notary Public in and for the State of Washington,
Residing at Franklin Co.
My appointment expires: 1-22-2020

CITY OF RICHLAND
NOTICE OF APPLICATION & PUBLIC HEARING
(Z2018-100)

Notice is hereby given that Kenton & Gina Bricker have applied to rezone a 0.34 acre site generally located at the southwest corner of Alder Avenue and Turner Street, from C-1 (Neighborhood Retail) to C-LB (Commercial-Limited Business).

A public hearing on the proposed rezone will be held before the Hearing Examiner on Monday, **March 12, 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, 840 Northgate Drive, Richland, WA 99352. Fax 509-942-7587, soneill@ci.richland.wa.us.



	MailingAddress1	MailingCity	ilingSi	MailingZip
CATHOLIC CHARITIES OF THE DIOCESE OF YAKIMA	5301-C TIETON DR	YAKIMA	WA	98908
LEILANI FINK	2126 VAN GIESEN ST	RICHLAND	WA	99354
LORIS J & MARILYN A SCHMIDT TRUSTEES	1604 BUTTERNUT AVE	RICHLAND	WA	99354-2744
COLLEEN TIMNEY	1605 ALDER AVE	RICHLAND	WA	99354-2736
WILLIAM SCOTT & A L LEWIS	1608 ALDER AVE	RICHLAND	WA	99354-2737
JAMES C & BARBARA K SCHMITT	2132 VAN GIESEN ST	RICHLAND	WA	99354-2747
HECTOR RUIZ	2120 VAN GIESEN ST	RICHLAND	WA	99354-2747
BRUCE SPINKS	2102 TRIPPE ST	RICHLAND	WA	99354-2729
TIMOTHY L & DIANE K HOMOLA	26110 NE 209TH ST	BATTLEGROUND	WA	98604
CHAD DE LEON	2110 TRIPPE ST	RICHLAND	WA	99354-2729
CRISTELA MARTINEZ	2114 TRIPPE ST	RICHLAND	WA	99354-2729
TTT PROPERTIES, LLC	4758 229TH SE	SAMMAMISH	WA	98075
TIMOTHY & KIMBERLY OKAMURA	4758 229TH SE	SAMMAMISH	WA	98075
JOHN WILLIAM MEYER TRUSTEE	1976 GREENVIEW DR	RICHLAND	WA	99352-9697
SUKHBI ENTERPRISES INC	2111 VAN GIESEN ST	RICHLAND	WA	99354-2746
KENTON D & GINA K BRICKER	5408 FERN LOOP	WEST RICHLAND	WA	99353
TETRA M LLC	1976 GREENVIEW DR	RICHLAND	WA	99352-9697
BRAGER REAL ESTATE, LLC	1617 HUNT AVE	RICHLAND	WA	99354
KENNETH SMITH	1523 ALDER AVE	RICHLAND	WA	99354-2709
KENNETH REED & JUDITH KAY SIMPSON	11404 W COURT ST	PASCO	WA	99301
BRETT BARNES	1519 ALDER AVE	RICHLAND	WA	99354
JOHN I & SHAIRYL A DEARING	1517 ALDER AVE	RICHLAND	WA	99354-2709
CALEB MCGEHEE	1510 BUTTERNUT AVE	RICHLAND	WA	99354
MEEGAN SPEAR	1514 BUTTERNUT AVE	RICHLAND	WA	99354-2713
ZINN FAMILY TRUST,	1961 PINE ST	RICHLAND	WA	99354-2157
WILLIAM F & ET UX WALKER	1520 BUTTERNUT AVE	RICHLAND	WA	99354-2713
1522 BUTTERNUT LLC	2381 ROBERTSON DR	RICHLAND	WA	99354-5307
TIMOTHY S & JANA L PHILLIPS	PO BOX 1870	RICHLAND	WA	99352
ADAM L & BROOKE EMERSON	1515 ALDER AVE	RICHLAND	WA	99354
BRASS LAMP APARTMENTS, LLC	12819 SE 38TH ST #282	BELLEVUE	WA	98006



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 3-Economic Vitality

Subject:

Ordinance No. 24-18, Amending Richland Municipal Code Title 23 and the Official Zoning Map of the City of Richland to Change Zoning on 1.84 Acres Located North of Keene Road from C-1 to C-3

Department:

Community Development Services

Ordinance/Resolution Number:

24-18

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 24-18, amending Richland Municipal Code Title 23 and the Official Zoning Map of the City of Richland to change the zoning on 1.84 acres from (C-1) Neighborhood Retail to (C-3) General Business subject to the land use limitations of a Property Use and Development Agreement.

Summary:

Jeff and Lori Wenner filed a rezone request to convert the zoning of a 1.84-acre site on the south side of Jericho Road from C-1 (Neighborhood Retail) to C-3 (General Business) with the intent to expand an existing mini-storage facility that sits directly east of this parcel.

The 1.84-acre parcel was transferred from a larger 14.16-acre parcel previously owned by the Richland First Church of the Nazarine by way of a boundary line adjustment approved on January 5, 2018.

The Hearing Examiner recommends approval subject to the limitations of a Property Use and Development Agreement (PUDA) restricting adult uses and limiting building height.

First reading was given on June 5, 2018. No exceptions were taken. Staff recommends approval of Ordinance No. 24-18 for second reading and passage.

Fiscal Impact:

New development will increase the demand on city services and contribute to increased property and sales taxes for the city. The change in zoning classification is not likely to increase demand for city services above what would have been anticipated in the current zoning classification.

Attachments:

1. Ordinance No. 24-18
2. May 17, 2018 - Hearing Examiner Recommendation (Wenner)
3. February 22, 2018 - Staff Report - Z2017-106 (Wenner)

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 24-18

AN ORDINANCE of the City of Richland amending Title 23: Zoning Regulations of the Richland Municipal Code and the Official Zoning Map of the City to change the zoning on 1.84 acres from Neighborhood Retail (C-1) to General Business (C-3).

WHEREAS, on January 25, 2018 and February 22, 2018, the Richland Hearing Examiner held duly advertised public hearings to consider a petition to change the zoning of the property hereafter described in Section 2 and generally located north of Keene Road between Jericho Road and Queensgate Drive; and

WHEREAS, on May 17, 2018, the Richland Hearing Examiner issued a written decision recommending approval of the requested rezone; and

WHEREAS, petitioners Jeff and Lori Wenner will execute, upon Council approval, a Property Development and Use Agreement (PUDA) regarding said property as a condition of approval; and

WHEREAS, the Richland City Council has considered the record created at the January 25, 2018 and February 22, 2018 public hearings, and has considered the written recommendation of the Richland Hearing Examiner.

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

Section 1. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is General Business (C-3) when consideration is given to the interest of the general public.

Section 2. Said property is more particularly described as follows:

Lot 3, Short Plat 2302

Section 3. Such property is rezoned from Neighborhood Retail (C-1) to General Business (C-3) subject to the land use limitations of the Property Use and Development Agreement substantially in the form of **Exhibit A**, attached hereto.

Section 4. Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City, as adopted by Section 23.08.040 of said title, are amended by amending Sectional Map No. 16, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B** and bearing the number and date of passage of this ordinance, and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 5. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this ordinance and the attached amended zoning map, duly certified by the Clerk as a true copy.

Section 6. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of June, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: June 24, 2018

Exhibit A to Ordinance No. 24-18

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2018, by and between the CITY OF RICHLAND and JLW Asset Management, LLC a Washington Limited Liability Company owned by Jeffery and Lori Wenner ("Petitioners").

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

WHEREAS, the City of Richland is currently entertaining an application by Petitioners for a change of zone covering a 1.84-acre site, being Benton County Tax Parcel No. 1-22982020003013 located at 2373 Jericho Road (hereinafter "Property") and more particularly described in Ordinance No. 24-18.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from C-1 (Neighborhood Retail) to C-3 (General Business), petitioner for themselves and for and on behalf of their heirs, successors and assigns, covenants and agrees as follows:

- 1) Any and all building(s) constructed on the property shall not exceed a maximum height of thirty-five (35) feet as measured from the elevation of that portion of Keene Road lying directly south of the site, to the peak of any portion of the roof not including ancillary rooftop appurtenances such as HVAC equipment, vent pipes and similar features related to the mechanical function of the building(s);
- 2) To assure that probable, specific, identifiable impacts on nearby properties will be adequately mitigated, use of the property shall be restricted from containing any "Adult Use Establishments" as defined in RMC 23.06.030. Performance standards and special requirements of the C-3 zone as set forth in RMC 23.22.020(C) remain in effect.

This agreement shall be placed of record and the terms and conditions thereof shall be a covenant running with the land and included in each deed and real estate contract executed by Petitioners with respect to the subject Property or any part thereof, until such time as the terms of the agreement are fulfilled. The City of Richland shall be deemed a beneficiary of this covenant without regard to whether it owns any land or

interest therein in the locality of the subject Property and shall have the right to enforce this covenant in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF RICHLAND

Cindy Reents, ICMA-CM
City Manager

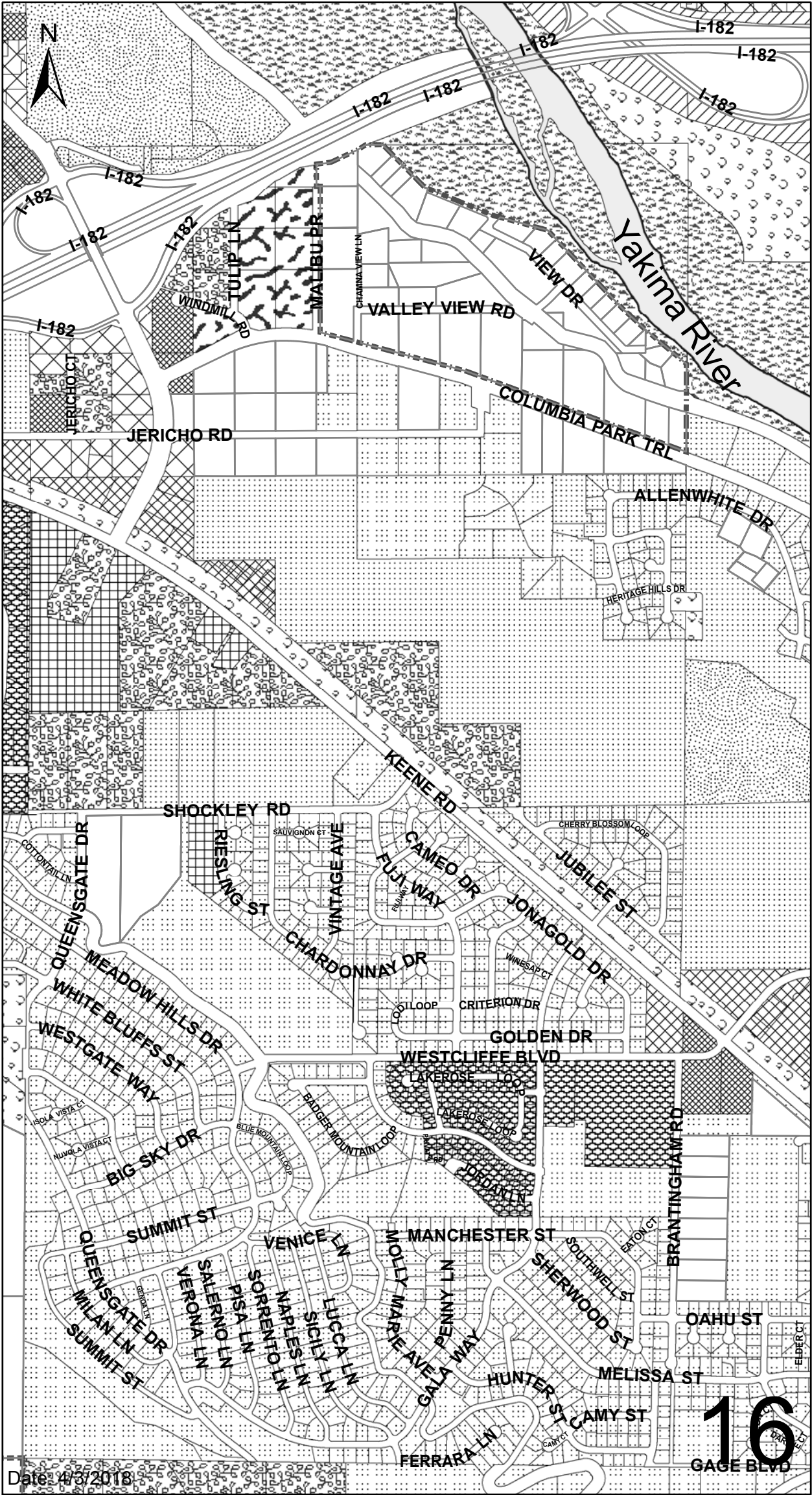
PETITIONERS

Jeffery Wenner, Petitioner
For JLW Asset Management, LLC

Lori Wenner, Petitioner
For JLW Asset Management, LLC

APPROVED AS TO FORM:

Heather Kintzley, City Attorney



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

Regarding the Applications to **Rezone** three)
vacant portions of land located in the)
triangle formed by Jericho Road, Queensgate)
Drive, and Keene Road, from C-1)
(Neighborhood Retail) and PPF (Parks &)
Public Facilities) to C-3 (General Business),)
submitted by the property owners)

File No. Z2017-106 (Wenner)
File No. Z2017-107 (Markel – 1)
File No. Z2018-102 (Markel – 2)

JEFF WENNER AND GREG MARKEL,)
Applicants)

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

I. SUMMARY OF RECOMMENDATION.

This Recommendation addresses three rezone requests that involve substantially similar issues and public comments expressing concerns about an unrestricted rezone approval. In the interest of promoting economy and efficiency in scheduling matters taken up by the City Council, these related items are addressed in this single Recommendation of approval, noting that all of the requested rezones seek the same new zoning classification, C-3 (General Business), and all three decisions should be subject to contemporaneous approval of an appropriate Property Use and Development Agreement(s) for the properties, substantially in a form as approved by the City Attorney. With this condition, the property owners, Mr. Wenner and Mr. Markel, can meet the burden of proof to demonstrate that their requested rezones merit approval, and legitimate public concerns about compatibility of certain potential uses and projects can be appropriately addressed.

II. BACKGROUND and APPLICABLE LAW.

In rezone matters, the Hearing Examiner has jurisdiction to conduct an open record public hearing on the site-specific rezone application at issue, and is directed to issue a written

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JERICHO ROAD, QUEENSGATE DRIVE, AND
KEENE ROAD – FILE NOS. Z2017-106, Z2017-107,
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1 recommendation for consideration and final action by the Richland City Council. *See* Richland
2 Municipal Code (RMC) 19.20.010(C)(2)(identifies “site-specific rezone” as a Type III permit
3 application); RMC 19.20.030(jurisdiction to conduct public hearing, issue recommendation); RMC
4 19.25.110(authority for Examiner actions, including conditions of approval on applications or
5 appeals); and RCW 35A.63.170(state statute regarding hearing examiner system).

6 The applicant bears the burden of proof to show that its application conforms to the relevant
7 elements of the city’s development regulations and comprehensive plan, and that any significant
8 adverse environmental impacts have been adequately addressed. RMC 19.60.060. And, because a
9 site-specific rezone application is a Type III matter, the City’s code mandates that a concurrency
10 review must be undertaken to determine the transportation impacts (if any) that could be created by
11 the proposed action. RMC 19.50.010(C).

12 Finally, Washington Courts apply three basic rules when reviewing appeals of rezone
13 applications: (1) there is no presumption favoring the rezone request; (2) the proponent of a rezone
14 must demonstrate that there has been a change of circumstances since the original zoning,
15 PROVIDED if a proposed rezone implements the policies of a comprehensive plan, a showing of
16 changed circumstances is usually not required¹; and (3) the rezone must have a substantial
17 relationship to the public health, safety, morals, or general welfare. *Woods v. Kittitas County*, 162
18 Wn.2d 597 (2007), citing *Citizens for Mount Vernon*, 133 Wn.2d 861, at 875 (1997); *Parkridge v.*
19 *City of Seattle*, 89 Wn.2d 454, 462 (1978).

20 III. QUESTIONS PRESENTED.

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

22 A. Whether the requested rezones implement policies of the City’s Comprehensive Plan,
23 and/or whether there has been a change of circumstances since the original zoning adopted for the
24 site?

25 *Short Answer:* Yes.

26 B. Whether the requested rezones bear a substantial relationship to the public health, safety,
morals, or general welfare?

Short Answer: Yes, if limited by an appropriate Property Use and Development Agreement.

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

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1
2
3 **IV. RECORD.**

4 Exhibits entered into evidence as part of the record for all three rezone requests, and an
5 audio recording of the public hearings conducted for such applications, are maintained by the City
6 of Richland, and may be examined or reviewed by contacting the City Clerk's Office.

7 **Hearing Testimony:** The following individuals presented testimony under oath at the duly
8 noticed consolidated public hearing for two of the applications, Wenner (Z2017-106) and Markel-1
9 (Z2017-107), held on February 22, 2018:

- 10 1. Shane O'Neill, Interim Planning Manager/Senior Planner for the City of Richland;
11 2. Pete Rogalski, Public Works Director for the City of Richland;
12 3. Harvey Pritchett, for the applicants;
13 4. Greg Markel, one of the applicants;
14 5. Ron Marsh, local resident, President of Country Ridge homeowners' association;
15 6. Jeff Marty, local resident;
16 7. Gordon Beecher, local resident;
17 8. Mary Banks, local resident;
18 9. Spencer Peterson, local resident, spoke for Horizon Heights' homeowners;
19 10. Phillip Clarke, local resident;
20 11. David Ashley, local resident; and
21 12. Jeff Wenner, one of the applicants.

22 Following the first public hearing, the Examiner held the record open for the parties to work
23 with city staff to explore language for potential agreements that might limit uses and projects that
24 drew the focus of public opposition to the requested rezones. Mr. Wenner submitted a copy of his
25 Purchase and Sale Agreement with the Church of Nazarene, covering the land addressed in his part
26 of this rezone application. He suggested that his limited intent, to expand his storage business
operations on the site, and that certain restrictions in his purchase agreement, limiting the height of
any building to no more than 16 feet and mandating a CMU wall/fence along the north and west
ends of his property, should obviate the need for any Property Use and Development Agreement to
address numerous concerns expressed at the public hearing. Mr. Markel submitted a proposed
Property Use and Development Agreement, under which building heights would be limited to 35
feet, and no adult uses would be permitted on the site. At the same time, in mid-March of 2018,
Staff advised the Examiner that yet another, related, rezone application would be coming forward
for a portion of land that attaches to Mr. Markel's property covered by his first rezone application.
This strip of land has been surplus by the City, and is currently zoned PPF. Mr. Markel submitted
his second rezone application (Z2018-102, "Markel - 2") covering the PPF strip of land, that is not

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1 needed for the City's trail that runs along Keene Road, adjacent to the Markel property. Like his
2 original rezone application, the Markel-2 application seeks C-3 zoning for the additional strip of
3 land. That application was addressed in a public hearing held on May 3rd. The applicant, Mr.
4 Markel, appeared at the second public hearing, and expressly agreed to accept and apply the same
5 terms of any Property Use and Development Agreement that would apply to his 'triangle' piece of
6 property addressed in File No. Z2017-107. No one appeared at the second public hearing to
7 question or oppose the Markel-2 rezone request.
8

9 ***Exhibits:*** In the weeks prior to each public hearing, the Examiner received copies of two
10 thorough Staff Reports, prepared by Development Services, specifically Mr. O'Neill, each of which
11 included a recommendation of approval for all of the requested rezones. The Staff Reports and all
12 Exhibits referenced therein were all accepted into the Record in their entirety without modification.
13 Exhibit 8 is the compilation of written public comments, most of which opposed the rezone without
14 restrictions to prevent potential adult uses, excessively tall buildings, and the like.

15 The Examiner visited the road network and vicinity of the proposed rezone requests and is
16 fully advised on matters at issue herein, including without limitation adjacent developments and
17 land uses, applicable law, application materials, and relevant comprehensive plan provisions.
18

19 **V. FINDINGS OF FACT.**

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

21 ***Applications, Public Notice, and Review***

22 1. In late December of 2017, the applicants submitted a joint petition to rezone two vacant
23 properties from C-1 to C-3, each located in the triangle located north of Keene Road between
24 Jericho Road and Queensgate Drive. The Wenner property is addressed as 2500 Jericho Road, and
25 is located immediately west of the Wenner's existing Queensgate Storage facility. The Markel-1
26 property is addressed as 2290 Keene Road. Together, these two properties are just about 4 acres.
Staff Report for first public hearing.

2. On or about April 4, 2018, Mr. Markel submitted a second, stand-alone rezone application,
for a narrow strip of land that he has purchased from the city as the adjacent landowner. In this
recommendation, the roughly 55-foot wide site is referenced as the "Markel-2" property. The
Markel-2 property is a recently-surplused strip of land, with just .44 acres, running parallel to Keene
Road, between the Markel-1 property and the Keene Road Trail Park managed by the City's Parks
and Public Facilities Department. *Staff Report for May 3rd hearing; Ex. 10 to May 3rd Staff Report,*
Richland City Council Resolution No. 73-18. The second rezone request seeks to apply the same
C-3 zoning to all of Mr. Markel's property, subject to the same terms of an appropriate Property Use
and Development Agreement that would apply to all of the rezoned property addressed in this

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Recommendation.

3. Virtually all of the property located in the “triangle” area, where the Wenner and Markel rezone requests are located, is already designated for Commercial uses in the City’s Comprehensive Plan. The surplus strip of land is presently designated for Developed Open Space, though that designation was obviously used to apply to land that would eventually be developed with the Keane Road pedestrian trail. Now that the trail has been designed and developed, the narrow strip of land was deemed surplus to the City’s needs, and sold to Mr. Markel. Accordingly, if this rezone is approved, staff will seek Council’s approval to amend the Comprehensive Plan to reduce the size of the DOS zone, eliminating surplus portions, and confirming a more appropriate Commercial zoning designation recommended herein. *(See discussion in Second Staff Report, at page 6).*

4. North of the rezone areas, across Jericho Road, there are a mix of uses, including a church, a residence, and an auto repair business. To the east, there is a self-storage facility and a gas station. To the south and west, there are single-family homes and some vacant land. Keene Road separates the rezoned properties from developments to the south. *(Staff Report; Site Visit; Aerial photos).*

5. The joint application includes the following notation as “Justification” for the requested rezone: *“The zone change to C-3 will allow for the expansion of the Queensgate storage facility...” [re: Wenner application]; and would “allow for drive through operation and later operational hours.” [re: Markel application]. (Ex. 1, joint rezone application from December of 2017).*

6. Following receipt, City staff complied with all applicable public notice requirements for the rezone application and the public hearing held for the matter.

7. Because staff deemed the application to be consistent with the City’s Comprehensive Plan, which already designates the rezone site as suitable for Commercial land uses, and the City’s plan was analyzed in an environmental impact statement at the time of its adoption, the pending application is categorically exempt from SEPA review as provided in WAC 197-11-800(6)(c). Staff issued a second SEPA determination for Mr. Markel’s second rezone request, finding that a rezone of the narrow, surplus, strip of land, would not have any adverse environmental impacts. No one challenged any SEPA determination issued for any part of the rezone requests.

8. Written public comments received are included in the record as part of Exhibit 8. Most comments focused on concerns with potential adult uses, normally included as permitted uses in the C-3 zone; concerns with taller buildings on the site; concerns about compatibility with homes in the area; and general concerns about traffic, noise, and property values, if the properties are not developed in a manner and with uses that compliment rather than conflict with adjacent uses.

9. Staff confirmed that none of the proposed rezones will have any material impact on capacity for the existing local street system serving the properties in question.

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1 ***Summary of Public Hearings.***

2 10. At the first public hearing for the joint rezone application, Mr. O'Neill made a brief
3 presentation regarding the joint application, the site, and his recommendation of approval, as
4 explained in the Staff Report. The applicants were present, and explained their intent to develop
5 their properties in a manner that they hope would be compatible with the surrounding area. A
6 number of local residents were present at the hearing. Mr. Marsh expressed concerns of the
7 Country Ridge Homeowner's Association, about the potential for noise, lighting and traffic
8 problems that could result from the rezone. Mr. Marty expressed his opinion that a bar is not a
9 neighborhood friendly use, and he speculated that the rezone could let the cat out of the bag,
10 allowing for 80 foot tall buildings, noise, long hours, adult uses, and possible homeless shelters.
11 Mr. Beecher expressed concerns as a resident of the Upper Country Ridge neighborhood, located
12 uphill across Keane from the subject properties, noting that he shares concerns about more traffic,
13 too expansive list of permitted uses if the site is rezoned, and general concerns about new
14 development and its impact on the recreation path that borders the properties. Ms. Banks testified
15 that she lives in Country Ridge, and that she can already hear parties from the distant Bookwalter
Winery, so she is concerned about noise from any new project on the subject properties, which are
much closer to her home. Mr. Peterson, Mr. Clarke, and Mr. Ashley reiterated general opposition to
the requested rezones, including concerns with hotels or other buildings up to 80 feet tall.
Responding to public comments, the applicants reiterated their intent to develop relatively small
projects that should not result in adverse impacts on surrounding properties. Mr. Wenner focused
on his intent to use the property for an expansion of his storage unit business. Mr. Markel noted that
the restaurant drive-through he hopes to locate on the site would be similar to others in the Tri-
Cities that have not generated the problems some of the public comments suggested. Both
applicants emphasized that they have no intent to allow any adult uses on their properties, and that
they were not planning to build tall buildings, especially nothing near 80 feet like mentioned in
some comments.

16 11. In response to public comments, both applicants reiterated that they do not plan to allow adult
17 uses on their properties. The Examiner questioned the applicants and staff, and provided the parties
18 with additional time to explore terms of possible Property Use and Development Agreements that
19 might limit uses or projects that could cause adverse impacts on the surrounding area. The Record
20 was left open so the parties could explore such option. In the end, Mr. Markel submitted a proposed
21 Agreement, which would prohibit adult uses on his property, and limit building heights to 35 feet,
22 excluding mechanical equipment. (*Ex. 9 to May 3rd Staff Report*). Mr. Wenner submitted a copy of
23 his purchase agreement, with the Nazarene Church, which obligates him to record a private
covenant limiting any building height on his property to no more than 16 feet, and to build an 8-foot
tall CMU fence/wall along portions of the site. (*Ex. 10, Post-hearing exhibit added by the Examiner
to First Staff Report, Email from Mr. O'Neill to the Examiner, dated March 6, 2018, transmitting
Mr. Wenner's Purchase Agreement*). Even without such private agreement, RMC
23.42.180(A)(2)(b) would apply during building permit review, and staff relies on this provision to
require a block wall, a minimum of 8 feet in height, along all property lines containing outdoor

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storage uses (i.e. mini-warehouses). *Id.*

12. With respect to public comments and concerns about possible adult uses on the Wenner or Markel properties, it appears as though such worry is not grounded in law, because existing city codes expressly prohibit adult uses within 500 feet of any residential-zoned property or a church. RMC 23.42.030 includes specific locational requirements that apply to any “adult use establishment” in the City of Richland, including: “A. Adult use establishments shall be prohibited within 500 feet of any area of the city zoned for residential purposes. []”; and “B. Adult use establishments shall be prohibited within 500 feet of any church or other religious facility or institution.” The Nazarene Church property is located less than 500 feet from the Wenner property. In fact, it is across the street from the site. And, single-family zoned properties are located less than 500 feet away from the Markel property, across Keene Road. The examiner finds that concerns about adult uses on the two sites involved in this joint application are not valid and do not serve as a basis to deny this rezone request.

13. Comments about traffic were not supported by any professional studies or qualified expert testimony that would establish how the requested rezone, from one Commercial zone to another, would have any adverse traffic impacts. Keene Road is classified as a principal arterial. The surrounding streets are all constructed to meet city standards, and any new curb-cuts for access to any new projects would have to meet city development standards. There is no credible evidence to establish that traffic problems provide a legitimate basis to deny the requested rezone.

14. Public comments expressing concerns about 80-foot tall buildings were based on the more generous building heights that are permitted in the C-3 zone, i.e. 80-feet. There are no tall buildings along Keene in the vicinity of the requested rezone. Buildings over 3 stories might appear out of scale with the surrounding area, as noted by some public comments. Both applicants confirmed that they are not seeking the rezone so they can develop projects with 80-foot buildings. In fact, Mr. Wenner appears willing to purchase his property subject to a 16-foot height restriction, and Mr. Markel expressly agreed to limit building heights on his property to no more than 35 feet. These conditions are respectful concessions made by the applicants in response to public comments.

15. Comments opposing the rezone for the Markel property included general concerns about any bar or restaurant with hours that run beyond a relatively early bedtime. As Mr. Markel explained, restaurants and bars find it helpful to have hours that extend beyond 11:00 p.m., to allow for more time to serve their customers, and help improve the bottom line. Restaurants and bars with limited hours may fail if they do not and cannot remain open when customers are willing to patronize their establishments. The Examiner takes notice of strict liquor licensing requirements in Washington State, and quality law enforcement provided by the Richland Police Department. Given the quality of service provided in the City of Richland, there is no legitimate basis to simply assume that any bar or restaurant will generate problems wherever it might be located. Such concerns do not provide a legitimate basis to deny the requested rezone of the Markel property. Operators who run a bar or restaurant that constitutes a nuisance or public safety hazard can and often do lose their liquor license. The Examiner finds that bar and restaurant owners have an economic incentive to ensure

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1 that their businesses do not present nuisances or safety hazards to neighbors.

2 16. While some nearby residents may have a view of the potentially rezoned properties, there is no
3 legal basis to deny a rezone to essentially preserve views onto vacant land. While some additional
4 types of businesses are permitted in the C-3 zone, there are plenty of currently permitted business
5 types that could be developed on the properties using the current C-1 zoning regulations that might
6 be perceived as ugly, unattractive, or undesirable to someone in the area. Rezones are not denied or
7 approved based on what might be built on the site. City development regulations include a number
8 of detailed performance standards that are intended to regulate and mitigate potential impacts of
9 future developments on neighboring properties throughout the community, including the two
10 properties at issue herein. Specific development permit applications trigger project review, and
11 requirements to comply with city development regulations and performance standards. A rezone
12 does not entail the same level of review.

13 17. Through March and April, Mr. Markel worked with City officials to acquire the narrow strip of
14 surplus city property that abuts the Keene Road Trail Park on one side and the Markel-1 property
15 identified in the first joint rezone application. As mentioned above, on or about April 4, 2018, Mr.
16 Markel submitted a second, stand-alone rezone application, for the narrow strip of land that he has
17 purchased from the city as the adjacent landowner. In this recommendation, the roughly 55-foot
18 wide site is referenced as the "Markel-2" property, and is just .44 acres. *Staff Report for May 3rd*
19 *hearing; Ex. 10 to May 3rd Staff Report, Richland City Council Resolution No. 73-18.* The second
20 rezone request seeks to apply the same C-3 zoning to all of Mr. Markel's property, subject to the
21 same terms of an appropriate Property Use and Development Agreement that would apply to the
22 Markel-1 property.

23 18. City staff complied with all applicable notice and environmental review requirements
24 associated with both rezone petitions. No one challenged the DNS threshold determinations issued
25 for each application. And, while the first public hearing for the joint Wenner/Markel-1 application
26 generated significant public comment, the second public hearing, held on May 3rd, for the Markel-2
application, generated no comments from the general public, and no opposition. Based on the lack
of public comment and lack of opposition to the Markel-2 rezone request, it appears as though most
commenters involved in the first rezone hearing were satisfied with efforts made by the applicants
to assure local residents that no adult uses would or could be located on their properties, and that
building heights would not be anywhere near the 80-feet permitted in a C-3 zone.

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

20 19. As part of the review process, City staff confirmed that adequate utilities, including without
21 limitation water, power, and sewer, are in place and/or readily available to serve the parcel that is at
22 issue in this matter. *Staff Report, page 8.*

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1
2 ***Consistency with City Codes and Comprehensive Plan.***

3 20. As explained elsewhere in this Recommendation, the first two rezone sites are already
4 designated as “Commercial” in the City’s Comprehensive Plan, and the request is to modify the
5 classification from one Commercial classification to another, in this case from C-1 to C-3. The
6 third rezone site is merely an undeveloped strip of surplus-land, that is no longer needed for park
and open space purposes. *See Ex. 10 to May 3rd Staff Report, Res. No. 73-18.* It is reasonable and
prudent, and good public policy, to rezone the narrow strip of surplus-land to the same zoning
classification assigned to the private property with which it will be consolidated.

7 21. Based on the record, the Examiner finds and concludes that the requested rezone from one
8 Commercial classification to another in an area where commercial uses already face some
9 residential uses that are located across a busy principal arterial roadway (Keene Road), with mixed
10 uses on other parcels, including a church, gas station, and the Wenner’s mini-storage business, is
11 appropriate. The requested C-3 zone is not inconsistent with existing land uses located on or zoning
designations assigned to surrounding properties in the area. As shown on the Zoning Map, multiple
properties in the same triangle area formed by Keene Road, Queensgate Drive, and Jericho Road are
already zoned C-3, and to date, no catastrophe, log of nuisance complaints, or spikes in local crime
were caused by commercial businesses operating on such properties.

12 22. Conditions have changed regarding the Markel-2 property since it was originally zoned for
13 Parks purposes – it has been surplus by the City Council because it is not needed for city park
14 purposes. Accordingly, the request to rezone the site to C-3 is fully supported by evidence in the
15 Record. The requested rezone provides a public benefit, making use of surplus property,
converting it to commercial uses that can provide jobs, services, incomes, and tax revenues that
benefit city residents. In sum, it bears a substantial relationship to the public welfare.

16 23. Staff confirms that they will place the item on the list of amendments considered during the
17 next update cycle for the City’s Comprehensive Plan. It is well-established by Washington Courts
18 that zoning regulations control over sometimes-inconsistent Comprehensive Plan language.
19 *Citizens for Mount Vernon v. City of Mount Vernon*, 133 Wn.2d 861, 947 P.2d 1208 (1997). With
20 respect to the Markel-2 rezone, the Comprehensive Plan, which is the City’s general guide for more
specific, controlling, development and zoning regulations, can be amended after the rezone is
approved. There is no credible reason to justify delay in approving the rezone request. It is
squarely in the public interest to do so, subject to an appropriate Property Use and Development
Agreement.

21 24. Standing alone, the requested rezones for the Wenner and Markel-1 properties merit
22 approval because they already conform to the Comprehensive Plan, which identifies the properties
as suitable for Commercial uses.

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General findings.

25. The requested rezones bear a substantial relationship to the public health, safety, and general welfare. The requested rezones are appropriate in the context of adjacent properties. To adequately protect local residents, and eliminate any uncertainty regarding adult uses and unusually tall buildings, the Examiner finds that it would be appropriate to make all three rezones subject to compliance with terms of appropriate Property Use and Development Agreements, that prohibit adult uses and building heights over 35 feet. Even though both applicants sincerely explained that they intend to move forward with relatively small projects on their land, i.e. for Mr. Wenner an expansion of mini-storage unit facilities, and for Mr. Markel a drive through restaurant, multi-tenant commercial building, and/or a restaurant with later operational hours, neither applicant can predict the future. A rezone assigns certain permissible uses and development standards to a property, that either applicant can sell to someone else who does not have the same vision or plans. While neither applicant plans to build a tall building, a future owner might not be so accommodating to local residents. And, while current codes make it impossible to locate an adult use on either the Wenner or Markel property, conditions change, and if the church moves (unlikely, but still possible), or if lands around the area were to be rezoned (again, unlikely, but still possible), there might be no way to limit adult uses on such property. Thus, appropriate Property Use and Development Agreements should be included as part of these rezone approvals.

26. The Development Services Division Staff Reports, prepared by Mr. O'Neill, include a number of specific findings and explanations that establish how the underlying applications satisfy provisions of applicable law and are consistent with the city's Comprehensive Plan and zoning regulations. Except as modified in this Recommendation, particularly statements dismissing the need for any property use and development agreement, all Findings contained in the Staff Reports are incorporated herein by reference as Findings of the undersigned-hearing examiner.

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

VI. CONCLUSIONS.

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

1. With respect to the joint Wenner/Markel-1 application, the applicants have met their burden to demonstrate that the requested rezones conform to, and in fact implement objectives of, the City's Comprehensive Plan. *Findings; Staff Report.* The Markel-2 rezone request merits approval because there has been a clear change in circumstances regarding the property, it has been surplus because it is no longer needed for parks purposes.

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KEENE ROAD – FILE NOS. Z2017-106, Z2017-107,
AND Z2018-102**

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL – 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

2. The applicants met their burden to demonstrate that the requested rezones bear a substantial relationship to the public health, safety, or welfare.

3. The Staff Reports and testimony on the record demonstrates that the proposed rezones will not require new public facilities and that there is capacity within the transportation network, the utility system, and other public services, to accommodate commercial uses on the rezoned sites. The rezone from one Commercial zoning classification to another, C-1 to C-3, will keep the property compatible with the character of the existing uses and zoning districts surrounding the site. Assigning the same C-3 zoning to the now-surplused strip of land for the Markel-2 request, is in the public interest.

4. Subject to compliance with all development regulations at the time of any project application, and the terms of an appropriate Property Use and Development Agreement for all three properties, substantially in a form as approved by the City Attorney, the rezoned sites will not be materially detrimental to surrounding uses or property.

5. While the pending rezone applications are all categorically exempt from formal SEPA review, the record demonstrates that the potential for adverse impacts is very unlikely. The applicants agreed to accept terms that will avoid the parade of horrors expressed by some public comments opposing the rezones, particularly adult uses and unusually tall buildings.

6. As required by RMC 19.50.010(C), the transportation system is sufficient to accommodate the type of development envisioned with the proposed rezones, subject to frontage improvements and other infrastructure upgrades possibly required as conditions for developing various types of commercial uses on the site. The site visit to the area confirms that the road network is fully functional, and no transportation concurrency problems are likely to arise as a result of the rezone for the site. Development regulations, including without limitation those detailing setbacks, will apply to any future projects built on the sites.

7. Based on the record, the applicants demonstrated that their rezone applications merit approval, meeting their burden of proof imposed by RMC 19.60.060.

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

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

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: WENNER AND
MARKEL REZONE APPLICATIONS TO ASSIGN
THE C-3 CLASSIFICATION TO THREE SITES
LOCATED IN THE TRIANGLE FORMED BY
JERICHO ROAD, QUEENSGATE DRIVE, AND
KEENE ROAD – FILE NOS. Z2017-106, Z2017-107,
AND Z2018-102**

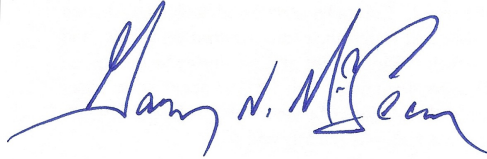
GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL – 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

VII. RECOMMENDATION.

Based upon the preceding Findings and Conclusions, the Hearing Examiner recommends that the following three rezone requests should all be **APPROVED, subject to terms of a Property Use and Development Agreement(s)**, substantially in a form as approved by the City attorney, which should prohibit adult uses on any of the three properties, and limit building heights to no more than 35 feet, excepting mechanical equipment and the like:

Wenner Rezone Petition – File No. Z2017-106;
Markel-1 Rezone Petition – File No. Z2017-107; and
Markel-2 Rezone Petition – File No. Z2018-102.

ISSUED this 17th Day of May, 2018



Gary N. McLean
Hearing Examiner

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: WENNER AND
MARKEL REZONE APPLICATIONS TO ASSIGN
THE C-3 CLASSIFICATION TO THREE SITES
LOCATED IN THE TRIANGLE FORMED BY
JERICHO ROAD, QUEENSGATE DRIVE, AND
KEENE ROAD – FILE NOS. Z2017-106, Z2017-107,
AND Z2018-102

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL – 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

**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: February 22, 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

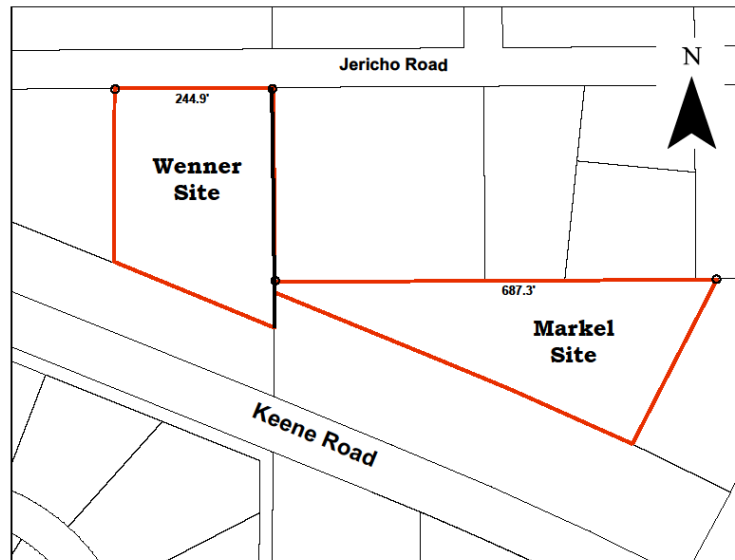
Jeff & Lori Wenner together with Greg Markel, have filed a rezone request to change the zoning classification of a 3.9 acre site from C-1 (Neighborhood Retail) to C-3 (General Business) with the intent of commercial site development. Mr. Wenner, who owns that portion of the site fronting Jericho Road, 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

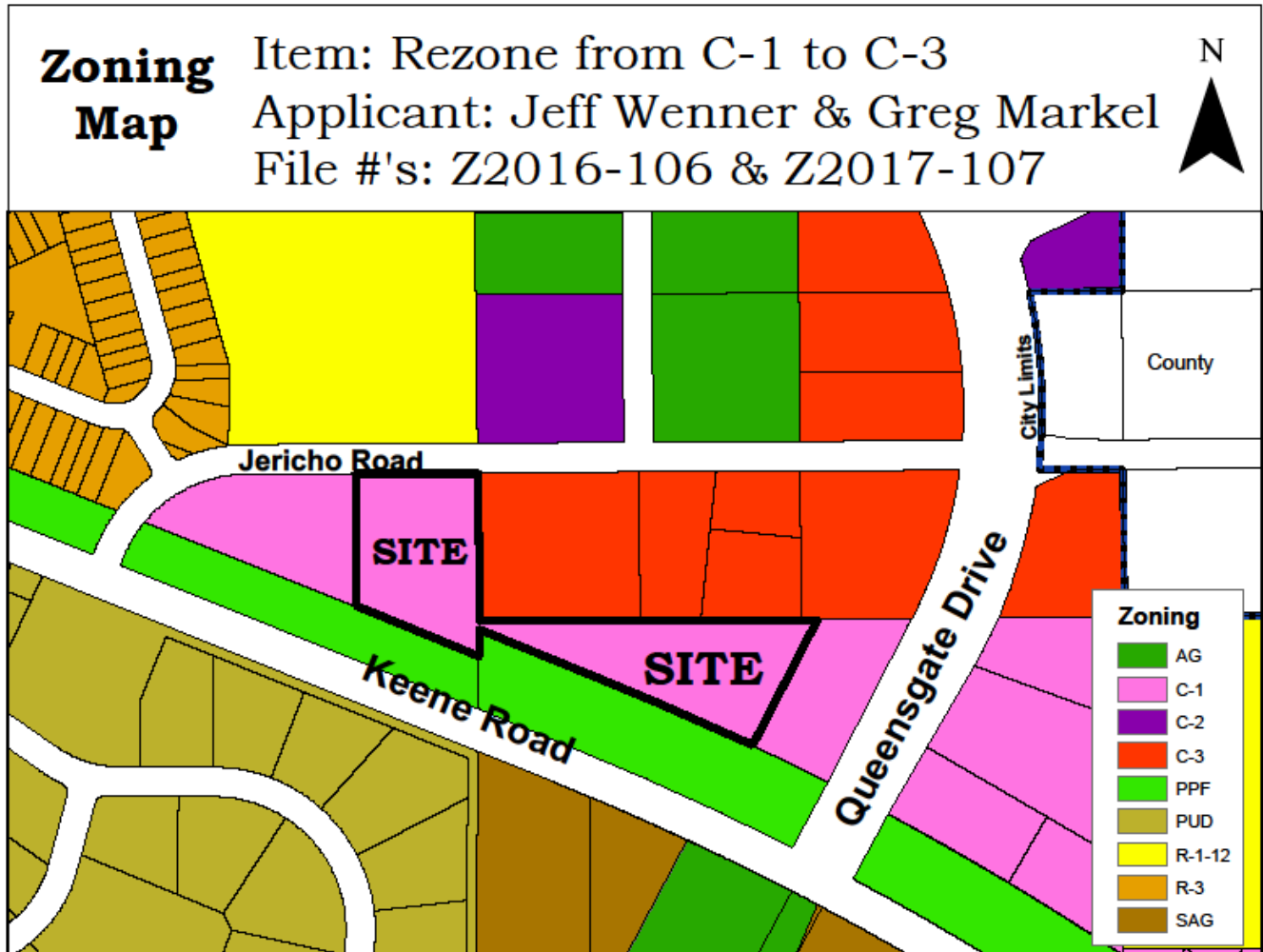


Figure 1 - Zoning Map

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:

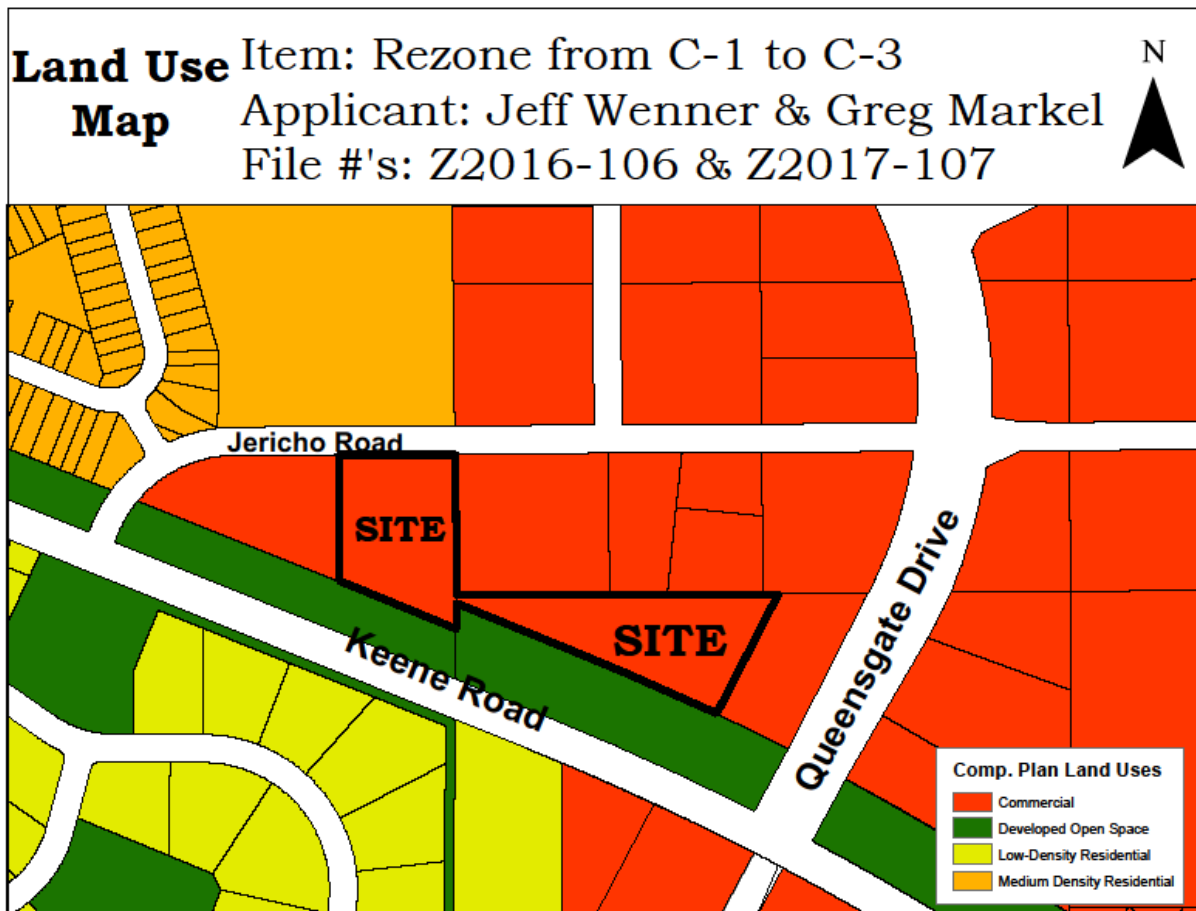
The general business use district (C-3) is a zone classification providing a use district for commercial establishments which require a retail contact with the public together with incidental shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and display, and those 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:	February 22, 2018

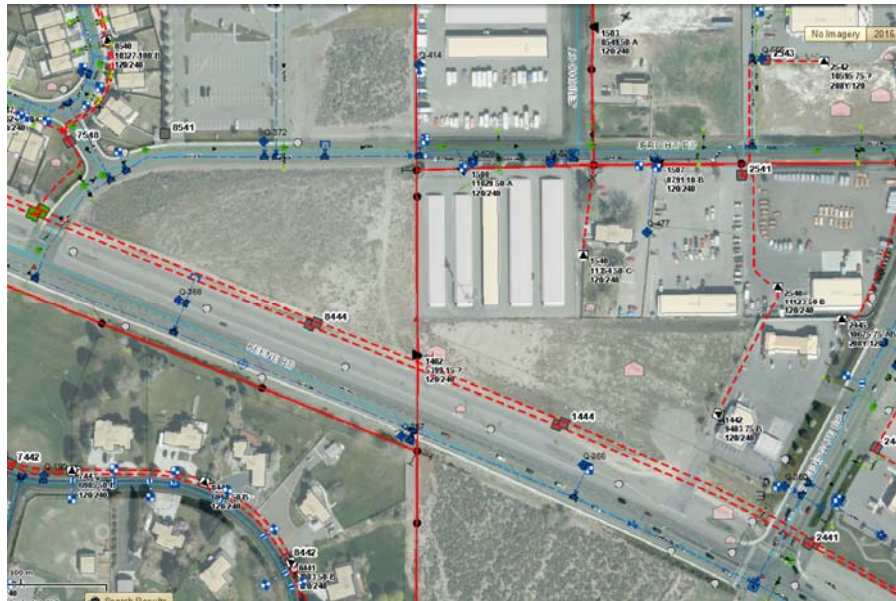
Notice of application and notice of hearing was provided through posting of the property, mailing of notice to property owners within 300 feet of the site and publication in the *Tri-City Herald* newspaper. Copies of the notices and affidavits are included in Exhibit 6. As of the date of this report City staff received several public comments submitted for the record which are provided as Exhibit 8.

During the postponed Jan. 25th hearing, members of the public in attendance informally discussed the potential for the Markel site to be developed with an adult entertainment dance club. There is no evidence in the record supporting Mr. Markel's intent to develop such an establishment. To that effect staff offers the explanation that though adult entertainment businesses are listed as a permitted use in the C-3 zone, said businesses may not be located within 500 feet of residentially zoned properties; thereby excluding the Markel site from containing such businesses.

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 within 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
8. Public Comments

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@etopia.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

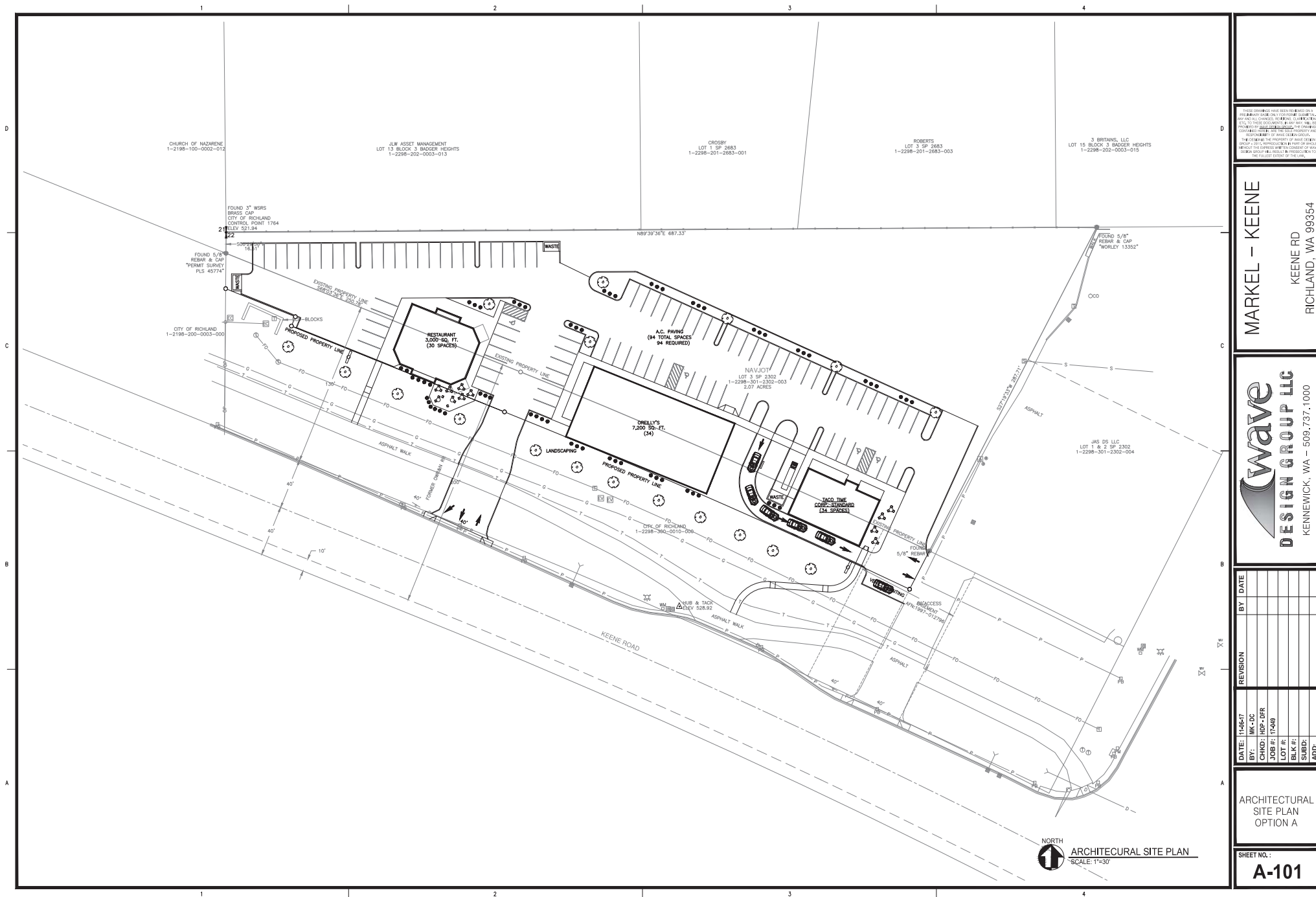
FOR OFFICE USE ONLY

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

wave
DESIGN GROUP LLC
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

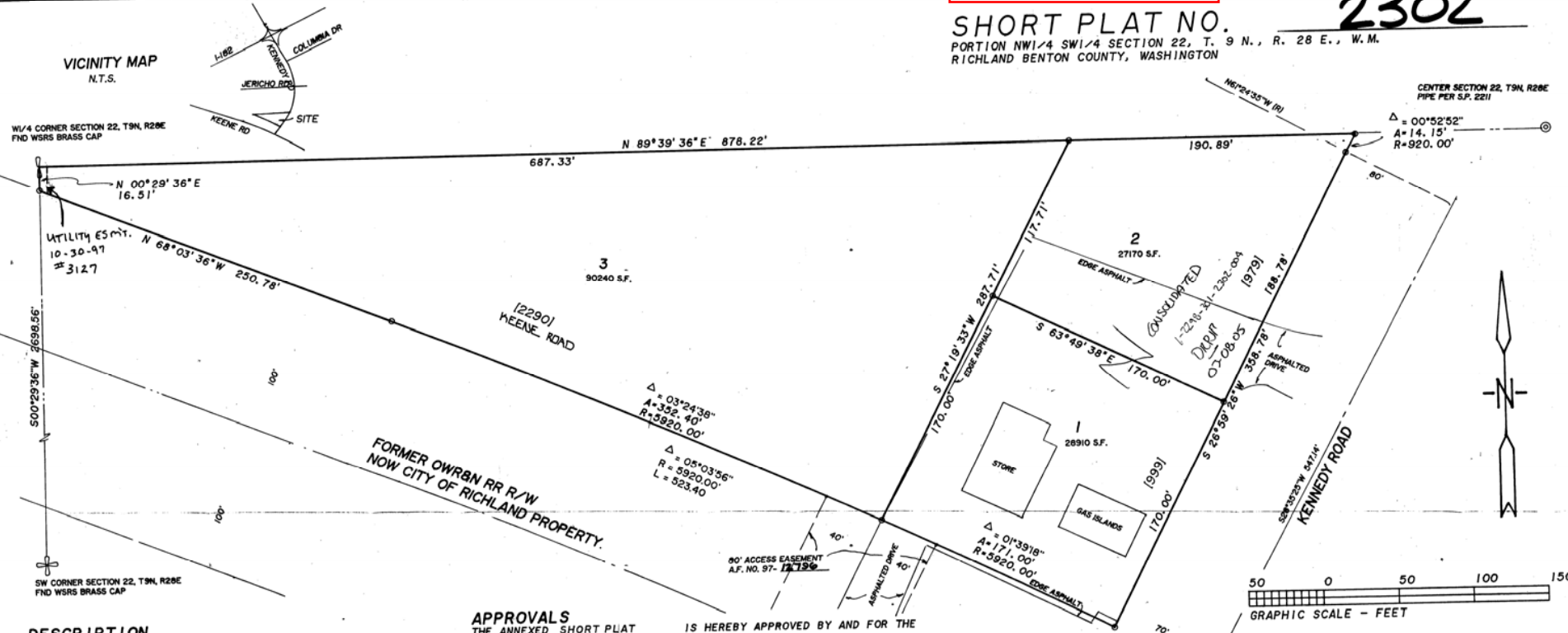
SHEET NO.:
A-101

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



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 4:30 MINUTES PAST 4:00 P.M. 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
BENTON COUNTY AUDITOR

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
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 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
WORLEY 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: [Signature]
BY:

BY: [Signature]
BY:

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 AS THE 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

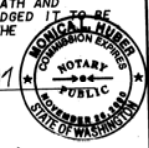
4/24/97
DATE

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 Vice President 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



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:

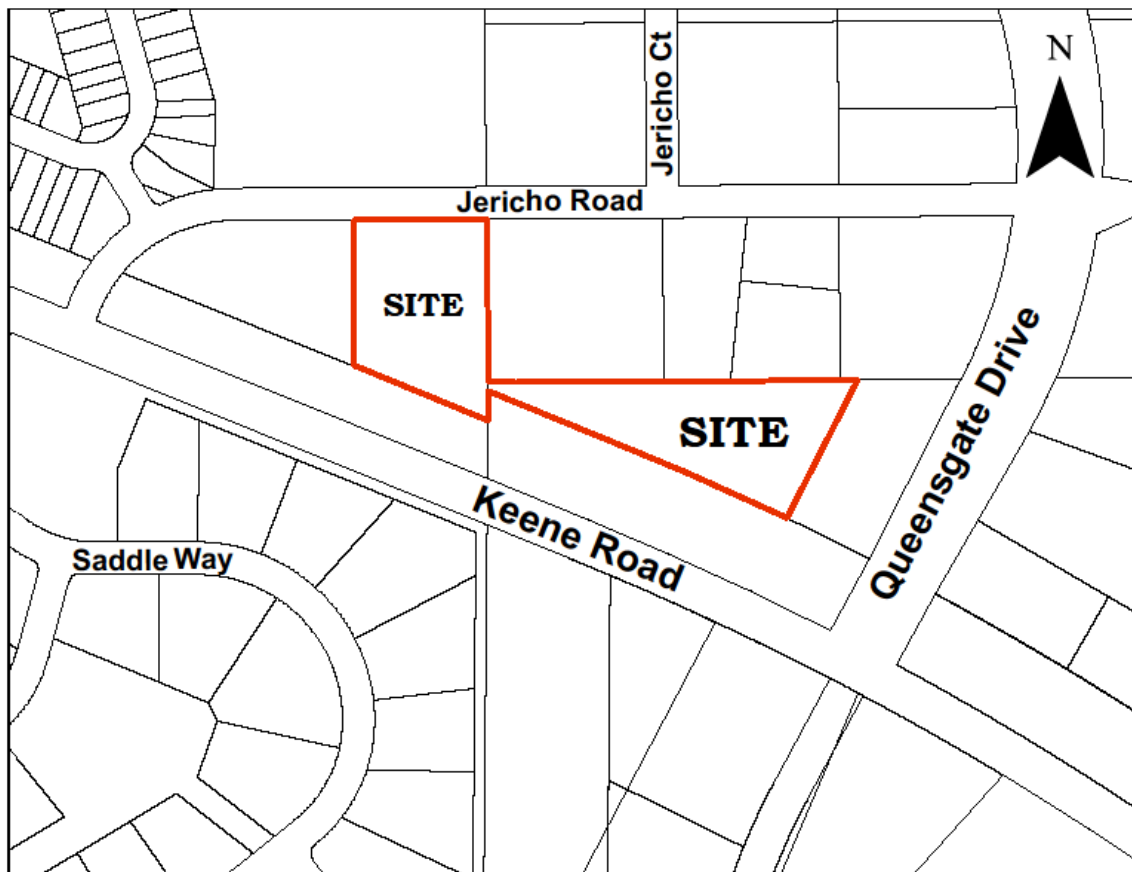
- A. The gross floor area of the building containing the use shall not exceed 5,000 square feet in area;
- B. Businesses shall not operate past 11:00 p.m.;
- C. Customer seating shall be provided only within the confines of the building, unless:
 - 1. Outdoor seating areas are screened from view with 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

Joseph D. Bircher

Printed Name

Notary Public in and for the State of Washington,

Residing in Richland, WA

My appointment expires: 7-7-18



AFFIDAVIT OF MAILING

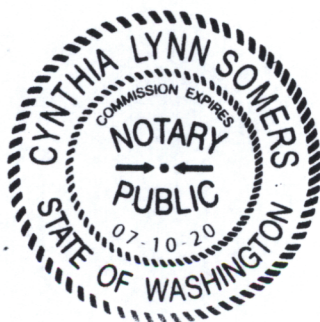
STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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



ONeill, Shane

From: SCOTT ZANGRILLI <zangrilli@hotmail.com>
Sent: Monday, February 12, 2018 9:26 AM
To: O'Neill, Shane
Subject: REZONEING NEAR JASON LOOP

Mr. O'Neill -

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol until 2 AM just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; I have a young child and there are many young children living of Jason Loop, please think of the impact it will have on them.

Thank you for your consideration and help!

Sincerely,

Scott Zangrilli

2705 Jason Loop, Richland, WA

ONeill, Shane

From: Spencer Peterson <spencer.peterson@yahoo.com>
Sent: Sunday, February 11, 2018 6:31 PM
To: ONeill, Shane
Subject: proposed zoning changes: z2017-106, z2017-107

To: Shane O'Neill, Richland Planner
soneill@ci.richland.wa.us

From: A concerned resident of 2712 Jason Loop

re: z2017-106, z2017-107

Mr. O'Neill -

As a resident of Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol until 2 AM just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; throwing drunk parties into that mix will be a disaster for what is currently a nice, safe, and quiet neighborhood.

Thank you for your consideration and help!

Sincerely,

Spencer Peterson

2712 Jason Loop, Richland, WA

ONeill, Shane

From: Michele Poteet <micheleislove@gmail.com>
Sent: Sunday, February 11, 2018 9:00 PM
To: ONeill, Shane
Subject: re: z2017-106, z2017-107

Mr. O'Neill -

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol [until 2 AM](#) just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; throwing drunk partiers into that mix will be a disaster for what is currently a nice, safe, and quiet neighborhood.

With Queensgate already being a popular area, the restaurant will be profitable enough, they do not need to sell alcohol until 2am to do so. Additionally, changing the zoning invites others to develop the area and serve alcohol until 2am as well.

Thank you for your consideration and help!

Sincerely,

Michele Poteet

[2605 Jason Loop, Richland, WA](#)

ONeill, Shane

From: Iris Watahomigie <watairis@yahoo.com>
Sent: Sunday, February 11, 2018 7:07 PM
To: O'Neill, Shane
Subject: Z2017-106 z2017-107

From: A concerned resident of 2712 Jason Loop
re: z2017-106, z2017-107

Mr. O'Neill -

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol [until 2 AM](#) just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; throwing drunk partiers into that mix will be a disaster for what is currently a nice, safe, and quiet neighborhood.

Thank you for your consideration and help!

Sincerely,
Iris

Sent from my iPad

ONeill, Shane

From: Laurie Hutton <hutlka9@gmail.com>
Sent: Monday, February 12, 2018 7:32 AM
To: O'Neill, Shane
Subject: rezoning request Z2017-106 Z2017-107

To: Shane O'Neill, Richland Planner
soneill@ci.richland.wa.us

From: A concerned resident of [2753 Jason Loop](#)
re: z2017-106, z2017-107

Mr. O'Neill -

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol until 2 AM just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; throwing drunk partiers into that mix will be a disaster for what is currently a nice, safe, and quiet neighborhood.

Thank you for your consideration and help!

Sincerely,

Laurie Hutton

[2753 Jason Loop, Richland, WA](#)

ONeill, Shane

From: Horizon Heights HOA <richlandhorizonheightshoa@gmail.com>
Sent: Sunday, February 11, 2018 6:48 PM
To: O'Neill, Shane
Subject: z2017-106, z2017-107

To: Shane O'Neill, Richland Planner
soneill@ci.richland.wa.us

From: Horizon Heights Home Owners Association
re: z2017-106, z2017-107

Dear Mr. O'Neill -

As representatives of all homeowners and residents of Horizon Heights, aka Jason Loop, we urge you, in the strongest possible terms, to deny Mr. Markel's petition to change zoning laws near our neighborhood from C-1 to C-3. This change would be an unmitigated disaster for our neighborhood, allowing late-night drinking and driving just a block from the entrance to our community; it's not too difficult to imagine drunk partiers driving dangerously through the streets of Jason Loop at 2 or 3 AM, smashing into cars and destroying property. Not only will noise, traffic, and crime increase as a result, but the value of our homes and the safety of our residents, pets, and property will likely decrease as well.

Thank you for your consideration and help!

Sincerely,

Spencer Peterson, Heather Coleman, Cindy Hutsell, and Steven Houser

Horizon Heights HOA Board of Directors

PO Box 814, Richland, WA 99352

richlandhorizonheightshoa@gmail.com

ONeill, Shane

From: Aphrodite Beidler <t.aphrodite@gmail.com>
Sent: Sunday, February 11, 2018 8:00 PM
To: O'Neill, Shane
Subject: disappointed richland resident

To: Shane O'Neill, Richland Planner
soneill@ci.richland.wa.us

From: Resident of 2577 Jason Loop, Richland
re: z2017-106, z2017-107

Dear Mr. O'Neill:

As a home owner living in the Jason Loop neighborhood, I am saddened and disappointed after hearing your plans turning our friendly family neighborhood into an unsafe place.

Why would you allow a restaurant serving alcohol until 2 AM just a block from a neighborhood full of kids?

So far, this side of Richland around Queensgate, has been thriving however, the traffic is getting to be a problem. We need you to bring solutions to the traffic and congestion that causes accidents, delays and frustrations. We need problem solving.

Please help make our city better!

Yours truly,

A. Beidler
[2577 Jason Loop, Richland, WA](#)

ONeill, Shane

From: Mary Ann Nielsen <maryanns4@frontier.com>
Sent: Monday, February 12, 2018 10:26 AM
To: ONeill, Shane
Subject: Proposed zoning changes z2017-106, z2017-107

Mr. O'Neill,

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol until 2 AM just a block from the entrance to our neighborhood. The increased traffic, noise and crime will be bad enough; throwing drunk partiers into that mix will be a disaster for what is currently a nice, safe, and quiet neighborhood.

Thank you for your consideration and help!

Sincerely,

Mary Ann Nielsen

2713 Jason Loop, Richland, WA

ONeill, Shane

From: Lindsay Dammarell <lindsaydammarell@yahoo.com>
Sent: Monday, February 12, 2018 1:14 PM
To: ONeill, Shane
Subject: Concerned resident of Jason Loop

re: z2017-106, z2017-107

Mr. O'Neill -

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol [until 2 AM](#) just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; throwing drunk partiers into that mix will be a disaster for what is currently a nice, safe, and quiet neighborhood.

Thank you for your consideration and help!

Sincerely, Lindsay Dammarell 2613 Jason Loop Richland, Wa 99352

Sent from my iPhone

ONeill, Shane

From: Mark Swanson <mfs7591@yahoo.com>
Sent: Tuesday, February 13, 2018 6:25 AM
To: ONeill, Shane
Subject: zoning proposal

Mr. O'Neill -

As a home owners living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene which at present is a safe, quiet neighborhood full of children and people who work. The proposal is an insult to our community and shows a complete lack of concern for the future of the Horizon Heights community. We do not want or need a restaurant serving alcohol until 2 AM just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; throwing drunks who often include drugs into that mix will be a disaster. However decisions like these are often made when there is enough money to influence the better judgement of society. Please consider your plans and relocate this project to an area like Duportail where there is ample parking every evening. This is currently a nice, safe, and quiet neighborhood that already has parking problems for families to raising their children. Don't screw it up. Personally, I am sure that my wife and I would undoubtedly end up leaving.

Thank you for your consideration and help!

Sincerely,

Mark & Coka Swanson

2740 Jason Loop, Richland, WA

ONeill, Shane

From: Heather Coleman <hmc22@hotmail.com>
Sent: Tuesday, February 13, 2018 9:27 AM
To: O'Neill, Shane
Subject: Jericho Road Rezoning

Good Morning,

My name is Heather Coleman and I own the home at [2589 Jason Loop](#) in Richland. It's come to my attention that a rezoning proposal has been submitted for the property across the street from our Horizon Heights neighborhood to allow for not just a restaurant but a bar/nightclub establishment. I would like to make my voice heard that I'm entirely opposed to such an action and do not want this type of business, noise, or nightclub atmosphere so near to my home.

This would increase traffic on Jericho, as well as placing easily accessible alcohol and a nightclub environment directly behind a halfway house which could increase the crime in our neighborhood as well as set the individuals in that halfway house up for failure. The noise and decreased property values are also a major concern.

I respectfully request that you please reject any rezoning of these properties in the Jericho Road area.

Thank you for your time and consideration of our neighborhood and our property values!

Respectfully,
Heather Coleman
[360-303-1740](tel:360-303-1740)

Sent from my iPhone

ONeill, Shane

From: Sharon Libby <libbybear@charter.net>
Sent: Tuesday, February 13, 2018 11:18 AM
To: O'Neill, Shane
Subject: Zoning

Attn: Shane O'Neill:
Regarding file number Z2017-106 Z2017-107

We are totally against the rezoning on Jason Loop and Jericho.
We don't need to turn Jason Loop, Jericho and Keene into another congested area! There is so much congestion in our area right now and we don't really need any more.
I'm sure this will affect our property value and we don't need more houses; not to mention the noise, crime and increased traffic. Around 7-8 a.m. there are times we have to wait 20-30 minutes now just to be able to get to the freeway. Do we really need more traffic in this area?
Please consider others when you make these decisions and do not rezone this area.
Regards, Rick and Sharon Libby

O'Neill, Shane

From: Laurie Hutton <hutlka9@gmail.com>
Sent: Tuesday, February 13, 2018 12:45 PM
To: O'Neill, Shane
Subject: Re: rezoning request Z2017-106 Z2017-107

Mr. O'Neill-

As I study the potential location of a restaurant that could be serving alcohol until 2am, I realize that my two bedroom windows will face right square on with the restaurant. I open bedroom windows at night and need to retire early at night and get up early for work. If needed, I will call the police if there is a noise disturbance of people or loud music. And I will do it every time it occurs that it disturbs my sleep. Personally, I don't understand the location choice for a restaurant by the developer when there is land further west on Keene that is in an area of other commercial development, not right by a housing community.

Thank you for your consideration and serious look into concerned citizens comments.

Laurie Hutton
2753 Jason Loop, Richland, WA

On Mon, Feb 12, 2018 at 8:26 AM, O'Neill, Shane <soneill@ci.richland.wa.us> wrote:

Your comment has been received.

Thank you,

Shane O'Neill

Senior Planner

942-7587

From: Laurie Hutton [mailto:hutlka9@gmail.com]
Sent: Monday, February 12, 2018 7:32 AM
To: O'Neill, Shane <soneill@ci.richland.wa.us>
Subject: rezoning request Z2017-106 Z2017-107

To: Shane O'Neill, Richland Planner
soneill@ci.richland.wa.us

From: A concerned resident of [2753 Jason Loop](#)
re: z2017-106, z2017-107

Mr. O'Neill -

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol until 2 AM just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; throwing drunk partiers into that mix will be a disaster for what is currently a nice, safe, and quiet neighborhood.

Thank you for your consideration and help!

Sincerely,

Laurie Hutton

[2753 Jason Loop, Richland, WA](#)

ONeill, Shane

From: Delores lundy <dellundy@gmail.com>
Sent: Tuesday, February 13, 2018 4:15 PM
To: O'Neill, Shane
Cc: soneil@co.Richland.wa.us
Subject: Rezone of Jericho and Keene

Mr O'Neill,

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol until 2 am just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; throwing drunk partners into the mix will be a disaster for what is currently a nice, safe, and quiet neighborhood .

Thank you for your consideration and help!

Sincerely,

Delores Lundy
2720 Jason Loop

Sent from my iPhone

ONeill, Shane

From: Denise Kirwan-Pitney <dlkp@me.com>
Sent: Tuesday, February 13, 2018 6:06 PM
To: O'Neill, Shane
Subject: Re: Z2017-106 z2017-107

Dear Mr. O'Neill,

We, the Board of Directors for the Country Ridge Homeowners Association, want to register our extreme dismay and objections to the possible re-zoning of the property across Keene Rd. from Country Ridge. A number of our homeowners attended the January 25th hearing for this re-zoning, only to find out that the developer didn't bother to show up.

At our Board meeting the other night we again had a number of homeowners present who expressed their concerns about this possible re-zoning and their intention to attend the re-scheduled hearing on February 22nd.

Please let the record show that the homeowners and the Board of Directors in the Country Ridge Homeowners Association are vehemently opposed to changing the zoning from C-1 to C-3 in that area across from our neighborhood.

Thank you for your consideration.

Sincerely,

Denise Kirwan-Pitney,
Dr. Ron Marsh,
Dr. Richard Long,
Dennis Reynold,
Mark Prytherch,
Sue Duffy

ONeill, Shane

From: Graham MacLean <macleansemail@gmail.com>
Sent: Tuesday, February 13, 2018 7:03 PM
To: O'Neill, Shane
Cc: Denise Kirwan-Pitney
Subject: Z2017-106, Z2017-107

Hello Mr. O'Neill,

I am a homeowner in Country Ridge Estates, and my property backs up to Keene Rd. My wife and I are very opposed to changing the zoning for the property along Keene Rd. to C-3. We have already suffered property value loss and considerable increase in noise due the expansion of Keene Road. We do not want the additional increase in traffic, noise, and potentially crime that will come with rezoning.

Thank you for your attention to this matter, and for your work on behalf of Richland residents.

Sincerely,

Graham MacLean
1113 Foxtrot Lane
509-212-8272

ONeill, Shane

From: Mary Banks <Banksmary1@msn.com>
Sent: Tuesday, February 13, 2018 7:15 PM
To: O'Neill, Shane
Subject: RE: Rezone Public Hearing Notice

master file #'s Z2017-106 & Z2017-107

Greg Markel's proposal to rezone the property on Keene Road across the street from Country Ridge Residential Neighborhood from the current and established C-1 zone should be not approved by the planning commission.

Chapter 23.22 pertaining to commercial zoning districts states that under the current C1 classification, the neighborhood retail business use district is a limited zoning which primarily provides retail products and services for the convenience of nearby neighborhoods with minimal impact to the surrounding residential area. Businesses that benefit and serve the immediate neighborhood, such as coffee shops, mini marts, medical offices are beneficial with minimal impact to our Country Ridge and surrounding neighbors. By beneficial, I mean their business will not in any way deter from the property values of the neighborhood or impinge on the repose of the neighborhood. The C1 zoning is more restrictive than C3 (General Business) for a reason. To minimize the impact to the surrounding residential neighborhood. A C-1 business must conform to the requirements of Chapter 173-60 WAC, Maximum Environmental Noise Levels. Lighting, shall be shielded or arranged so as not to reflect or cause glare to extend into any residential districts

The lighting, noise levels, building height, size, setbacks, building structure of C-3 zones do not fit into or benefit the general immediate residential neighborhood. In addition, the C-3 business that developer Greg Markel is proposing; a nightclub, would inflict excess noise from the property which would be considered a nuisance under the RMC Chapter 9.16 Public Nuisance Noise Prohibited.

A C-3, (General Business) zoning could mean that within 150 feet of our Country Ridge homes we could see drinking establishments, i.e. a bar, tavern or nightclub that serve alcohol until 2am, warehouses and distribution facilities, major automotive repair, a homeless shelter, public campgrounds, hotel or motel, farm equipment and supplies sales, manufactured home sales lot, used car sale lot, towing and vehicle impound lot. The restrictions of a C-1 Neighborhood Retail Business would not allow the undesirable business and any restaurant/drinking establishments must close its doors by 11pm and have limited outdoor seating and less than 5000 feet of inside floor space. The C-3 business can exceed all these criteria. Our home is located on the corner of Country Ridge Dr. and Foxtrot Lane, and we can hear the music from Bookwalter Winery which is a straight 1/2 mile from us. This is 3 times the distance of the proposed nightclub. We can hear this music inside our house with the windows shut. Fortunately, Bookwalter only has outdoor parties once during the summer. The noise emanating from a tavern would not stop at our property lines. There are many homes along Saddle Way, Appaloosa Way that are 150 feet away from Markel's property that will also be severely impacted by nuisance noise. The surrounding terrain rises up in height starting at Jericho Road and continues rising all the way up to the top of Badger Mountain. This physical feature is such that it acts like an amphitheater; the noise rises up as the terrain rises and it funnels up through the open areas to the existing homes.

To have a lounge with outdoor music and dancing every summer night until 2am that I would have to listen to that is 800 feet from my home would be unbearable. This factor by itself would violate RMC Chapter 9.16 Public Nuisance Noise Ordinance which states that any noise that unreasonably disturbs or interferes with the peace, comfort and repose of another person is prohibited. This includes noise made by musical instruments, sound amplifiers, jukebox, radio, TV or other similar devices which emanates from a building, structure or property between the hours of 9pm and 7am so as to be audible greater than 50 feet from the building, structure or property.

There is also a community walk path that runs right in front of the property that Mr. Markel wants to rezone. It is used regularly all year long. In the summer months many families with small children walk and ride their bikes along this path. Do we really want them to be subject to loud, obnoxious music from a local nightclub? (

Greg Markle has closed a business in downtown Richland recently. What is to prevent him from closing this proposed business in our neighborhood? Then some other developer could buy it and put in other undesirable businesses as stated above. In essence, Markle is trying to increase his property value on the backs of the residents of Country Ridge.

The following questions need to be addressed and answered to the satisfaction of the community:

How will the proposed land use impact the traffic? We do not want Keene Road to become another Road 68.

What is the purpose of the rezone and does this rezone and subsequent proposal fit into the general neighborhood community?

Where will the entrances and exits be?

What about this business will benefit the neighborhood and surrounding community?

Can Markel's business be located elsewhere? Why this specific piece of property?

Given that we do not know the answers to these questions I believe we can not allow a rezone from C1 to a C3.

Sincerely and Respectfully,

Dave and Mary Banks

1110 Country Ridge Dr.

Richland, WA

Sent from [Mail](#) for Windows 10

From: [ONeill, Shane](#)

Sent: Tuesday, January 30, 2018 4:57 PM

To: jeffmartysworld@yahoo.com; [david.ashley; REECEHAMM@gmail.com](mailto:david.ashley@reecehamm.com); Spencer.Peterson@yahoo.com; LACL53@aol.com; WRCALUSA@aol.com; jonputz74@gmail.com; abjpestes@charter.net; Banksmary1@msn.com; tloleson@aol.com; suereinhardt@att.net; doubledovemkb@gmail.com; w.d.reinhart@att.net; DLKP@one.com

Subject: Rezone Public Hearing Notice

Hello everyone,

With regard to the rezone application(s) (master file #'s Z2017-106 & Z2017-107) for the sites on Jericho Road and Keene Road, I am sending notice of public hearing to be held on **February 22nd** at 6pm in the Council Chambers. Feel free to provide your comment letters to me directly by responding to this email. Comments received on or before

February 14th will be incorporated into the staff report for review by the Hearing Examiner; all other comments will be provided to the Hearing Examiner during the hearing.

Thank you,

Shane O'Neill

Senior Planner

City of Richland

(509)942-7587

**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, **February 22, 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.

ONeill, Shane

From: david ashley <davidjamesashley@msn.com>
Sent: Tuesday, February 13, 2018 8:36 PM
To: O'Neill, Shane
Subject: FW: Rezoning application Keene Road

Sent from [Mail](#) for Windows 10

From: [david ashley](#)
Sent: Tuesday, February 13, 2018 8:28 PM
To: soneil@ci.richland.wa.us
Subject: Rezoning application Keene Road

Attn: Shane O'Neil, Senior Planner soneil@ci.richland.wa.us

Reference Master file numbers z2017-106 z2017-107

As a homeowner in Country Ridge I object to the proposed rezoning in the application. My main objection is that the types of buildings permitted, and hours of operation, are not suitable to this location across the street from a housing development

Commercial C-3 zoning permits a hotel, buildings up to 100 feet high, bars/restaurants serving alcohol till 2am, dancing, and potentially staying open all night. None of these are suitable for this location. Duportail is where these types of structures are currently located, and should not be located on Keene Road.

I understand that the applicant wishes to have two food establishments and two retail operations. While not desirable, I believe that these can be accommodated under the current C-1 zoning with the restriction that closing is required by 11 pm. Again, not desirable, but much better than a facility serving alcohol till 2 am and possibly staying open all night. The potential for late night trouble in Country Ridge is unnerving with C-3 zoning.

It is understood that the adjacent land was rezoned to C-3 to permit storage facilities. However, storage facilities are a much preferred neighbor than late night bars with dancing. Please do not permit this requested rezoning. I trust that you will act in the interests of the Country Ridge residents and not the specific undesirable interests of this land owner.

Respectfully submitted

David Ashley
2450 Saddle way
Richland

Sent from [Mail](#) for Windows 10

ONeill, Shane

From: Amy K Low <lowsonthego@mac.com>
Sent: Wednesday, February 14, 2018 6:50 AM
To: ONeill, Shane
Subject: Country Ridge - Please no business rezoning - master file number Z2017-106 z2017-107

Dear Shane O-Neill,

This is a letter expressing opposition to possible changes in zoning near our Country Ridge neighborhood. My husband and I purchased our home in Country Ridge 7 years ago and do not want the property across Keene from our neighborhood rezoned into a business district.

We are concerned that changing the zoning to business zoning (Z2017-106 z2017-107) will:

- **reduce our neighborhood property values**
- **increase traffic out of our neighborhood- which is worsening each year just with the new homes being built along Keene and adding a business there will make the traffic worse still.**
- **increase traffic at Jericho and Queensgate - This area is already terribly congested. Adding a business on Jericho will add considerable traffic to an already congested area. It is yet to be determined if traffic circle(s) and the duportail bridge will reduce congestion. But, re-zoning the area to a business district at this time seems unwise and premature, as it will undoubtedly add more traffic to an already bad area.**
- **increase crime and noise**
- **create a road 68 environment**
- **make the bike/foot path on Keene unsafe for our kids due to increased traffic from businesses**
- **bring late night (drunk) trespassers after close of business coming to our neighborhood to hang out at the park and jump the fence to use the pool**

We obviously cannot move our home or neighborhood to protect our home values and family environment. But, we sincerely hope that the city planners will take our concerns to heart. I believe there are plenty of places already zoned for business that it is not necessary to change zoning across from Country Ridge neighborhood by Keene and Jericho. Changing zoning would forever change our neighborhood, increase traffic, and would decrease our property values. Please protect our family and our home and do not rezone the area by Keene and Jericho into a business district!

Thank you for your time and service to Richland.
Sincerely,

Amy and Corey Low
1107 Bridle Drive

Richland, WA 99352

ONeill, Shane

From: Tom Cleaves <cleavesmd@yahoo.com>
Sent: Wednesday, February 14, 2018 7:20 AM
To: O'Neill, Shane
Subject: Don't Rezone!!

Mr. O'Neill,

I am a resident of the Country Ridge community in Richland, WA. I am writing in regards to the C3 zoning hearing on the 22nd of February for the land across Keene from our Country Ridge neighborhood. The master file number is Z2017-106 z2017-107. I want to express my concern about the negative impact on our community with this re-zoning. These include but are not limited to increased traffic in an already congested intersection area, unsavory characters near our neighborhood at night, and even a drop in home values. We moved back to this area after 15 years away. We moved back for the slow pace of life here in the tri cities and the safety of this great neighborhood. Please take my concerns into consideration and don't change the zoning across the street from our neighborhood.

V/R,
Dr. John Cleaves

ONeill, Shane

From: Sumner, Tim P <Tim.Sumner@pnnl.gov>
Sent: Wednesday, February 14, 2018 7:46 AM
To: ONeill, Shane
Subject: Proposed Zoning change

Mr. Richland City Planner,

I am writing this letter because I am very concerned about the proposed change to allow alcohol so close to my neighborhood. This business that is requesting this change is less than a block from the only entrance to our neighborhood and just the traffic, noise, and the crime it will bring alone, is very concerning to me. Add alcohol to the mix along with drunken parties is a recipe for disaster. This neighborhood is a quiet, peaceful place that we have enjoyed raising our kids in and am NOT happy that the city of Richland is entertaining the idea of rezoning to allow such a disturbance so close to our homes. Please do NOT grant this petition to change the zone!

Thank you for your assistance in this manner

Sincerely,

Tim Sumner

2685 Jason Loop, Richland WA

ONeill, Shane

From: Leaf Fael <mymmerbee@gmail.com>
Sent: Wednesday, February 14, 2018 8:16 AM
To: O'Neill, Shane
Subject: Zoning

Mr. Shane O'Neill,

I am requesting that the area of Keene and Queensgate remain zoned C-1.

We recently moved away from a community that let developers dictate poor development practices, and, as a result home values decreased and so did the schools' standards.

Our choice to live in Richland was intentional. We believed the city valued the current development zones and/or home owners and wouldn't switch zoning for deep pocket developers.

Your time is appreciated!
Lisa Freeze

Exhibit 8

ONeill, Shane

From: Bill LaDow <ladowwg@gmail.com>
Sent: Wednesday, February 14, 2018 10:02 AM
To: O'Neill, Shane
Subject: From: A concerned resident of 2717 Jason Loop re: z2017-106, z2017-107

Mr. O'Neill-

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol until 2 AM just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; throwing drunk partiers into that mix will be a disaster for what is currently a nice, safe, and quiet neighborhood.

Thank you for your consideration and help!

Sincerely,

Bill LaDow

2717 Jason Loop, Richland, WA

ONeill, Shane

From: Knutson, Brad <Brad.Knutson@parsons.com>
Sent: Wednesday, February 14, 2018 10:44 AM
To: ONeill, Shane
Subject: Country Ridge Homeowner - Brad & Linda Knutson - Please reject rezoning proposal

Re: re-zoning hearing (2/22) for property across from Country Ridge – proposal to change zoning to C-3

Mr. O'Neill – we respectfully feel the impact of changing subject property zoning to C-3 (business district) presents several negative impacts to our residential area living conditions and home values. We've already experienced significantly increased traffic and noise due to the two-lane divided Keene roadway implemented by the city without adequate freeway access points for the growing neighborhoods west of Country Ridge that creates a bottleneck and congested intersection area (Keene / Queensgate) proximate to the area proposed for rezoning. The rezoning would only exacerbate the traffic and noise for business interests even into the late night hours in an already congested area. These conditions already negatively impact Country Ridge home values based on feedback from realtors and potential home buyers for our area. Businesses that stay open into late night and early morning hours serving alcohol also may not bring appropriate patrons to our neighborhood areas.

We do not want the property across the road from our neighborhood rezoned into a business district due to these negative impacts. Please reject this rezoning proposal on our behalf.

Thank you,

Brad and Linda Knutson
1120 Foxtrot Lane, Richland

ONeill, Shane

From: i»¿DuaSch <das51@frontier.com>
Sent: Wednesday, February 14, 2018 12:18 PM
To: ONeill, Shane
Subject: Rezoning: Z2017-106 z2017-107

Mr. O'Neill

As a Country Ridge Homeowner I am opposed to rezoning the area to C-3 (ref: Z2017-106 z2017-107) that is along Keene Road across from Country Ridge. I don't feel the desires of a developer should be heard and heeded above the desires of long time residents of the impacted area.

DA Schulz
1119 Appaloosa Way
Richland, WA

ONeill, Shane

From: w.d.reinhart <w.d.reinhart@att.net>
Sent: Wednesday, February 14, 2018 1:21 PM
To: ONeill, Shane; suereinhart@att.net; W D. REINHART
Subject: Re: Rezone Comments - master file #'s z2017-106, z2017-2017-107

Hello Shane,

Sue and I are Country Ridge residents of 9 years. Our view is that the proposed rezoning should not occur. We believe our community and surrounding zoning restrictions meet the current and future needs for long term growth. Our neighborhood attracts well educated higher income families due to its low crime rate, easy access to retail and family entertainment, and country living atmosphere. Our property values are rising as people notice the quality of life here.

Please don't go backwards with the surrounding land use. Storage units and all night dance halls typically move on as light industry moves in, sometimes with new businesses seeking professionals from local communities. Country Ridge has many residents interested in maintaining and improving our community standards, as does the City of Richland.

Doug & Sue Reinhart

Sent from my Galaxy Tab A

----- Original message -----

From: "ONeill, Shane" <soneill@CL.RICHLAND.WA.US>

Date: 1/30/18 4:57 PM (GMT-08:00)

To: jeffmartysworld@yahoo.com, david ashley <davidjamesashley@msn.com>, REECEHAMM@gmail.com, Spencer.Peterson@yahoo.com, LACL53@aol.com, WRCALUSA@aol.com, jonputz74@gmail.com, abjpestes@charter.net, Banksmary1@msn.com, tloleson@aol.com, suereinhart@att.net, doubledovemkb@gmail.com, w.d.reinhart@att.net, DLKP@one.com

Subject: Rezone Public Hearing Notice

Hello everyone,

With regard to the rezone application(s) (master file #'s Z2017-106 & Z2017-107) for the sites on Jericho Road and Keene Road, I am sending notice of public hearing to be held on **February 22nd** at 6pm in the Council Chambers. Feel free to provide your comment letters to me directly by responding to this email. Comments received on or before February 14th will be incorporated into the staff report for review by the Hearing Examiner; all other comments will be provided to the Hearing Examiner during the hearing.

Thank you,

Shane O'Neill

Senior Planner

City of Richland

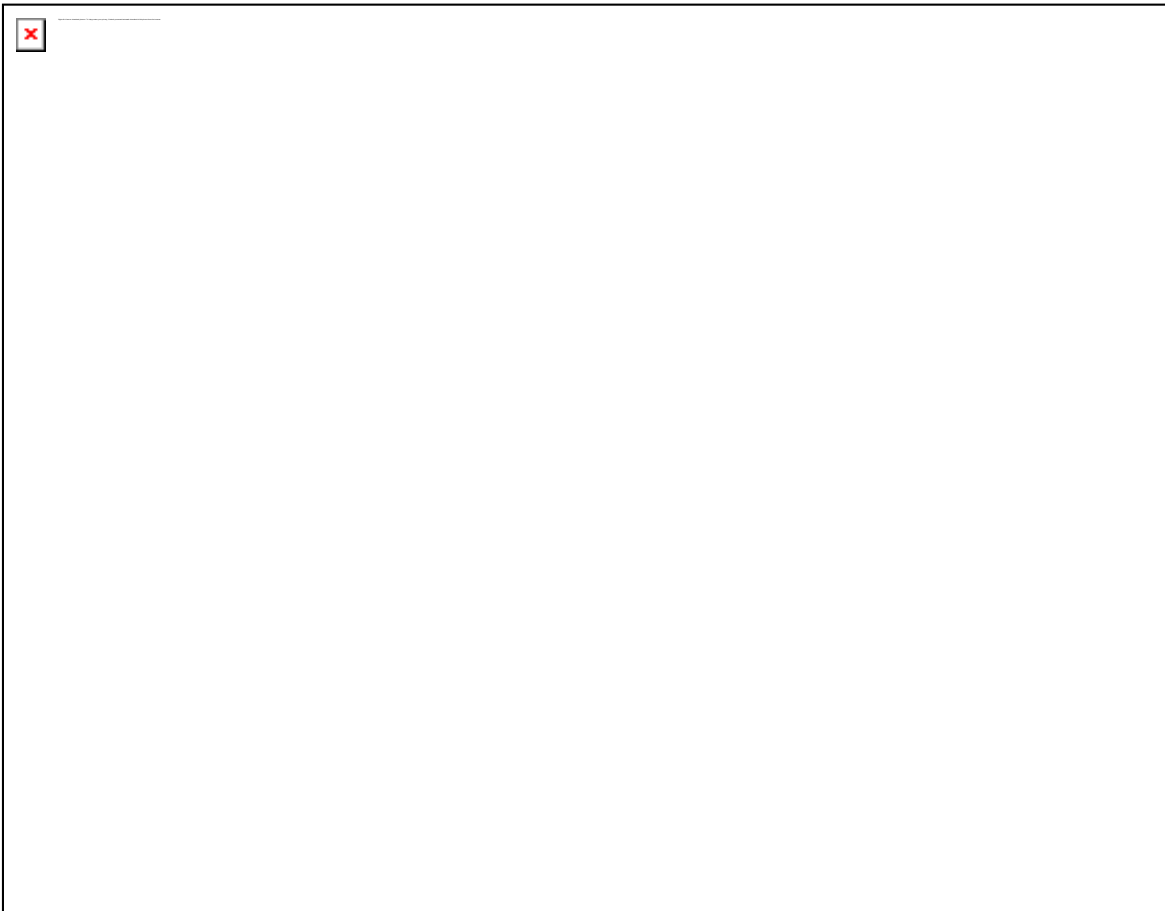
(509)942-7587

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, **February 22, 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.



ONeill, Shane

From: suereinhart <suereinhart@att.net>
Sent: Wednesday, February 14, 2018 1:51 PM
To: O'Neill, Shane
Subject: Fwd: RE-ZONING - MASTERFILE #s Z2017-106 & Z2017-107

Sent from my Verizon 4G LTE smartphone

----- Original message -----

From: Susan Reinhart <suereinhart@att.net>
Date: 2/9/18 3:07 PM (GMT-08:00)
To: Susan Reinhart <suereinhart@att.net>
Subject: RE-ZONING - MASTERFILE #s Z2017-106 & Z2017-107

Shane

Thank you for this opportunity to comment on the proposed rezoning applications sites on Jericho and Keene Road.

Country Ridge has been and continues to be one of the most desirable neighborhoods in the Tri Cities. With its safe family friendly appeal, quiet walking and horse trails, open green belt areas and appreciation for nature. The city of Richland has already identified our area as a traffic problem by approving two new roundabouts to be installed in the near future. Changing the zoning will only complicate this problem. We need a greater long term growth investment solution for the community, not a quick buck investment just to fill our open land. By keep the zoning to C-1, this will continue to promote neighborhood store fronts, with local restaurants, shops and cafés. Let's continue to be a model by enhancing our beautiful walking and bike paths with the European style atmosphere that big cities have recognized as the future. We can be the first to demonstrate how home owners and City Planners can work together to make our area a unique place to live and want to move to.

Sue Reinhart, 1107 Appaloosa Way, Richland

ONeill, Shane

From: MARK FREEMAN <Mark-Freeman@msn.com>
Sent: Wednesday, February 14, 2018 3:15 PM
To: O'Neill, Shane
Subject: Proposed zoning change from C-1 to C-3 on Keene and Jericho roads.

Mr. O'Neill, Richland Planner

As a concerned home owner on 2745 Jason Loop, please do **NOT** grant a zoning change from **C-1** to **C-3** to the developer who wants to build a restaurant/night club which serves alcohol until 2 am. I know development is inevitable, and I do not have a problem with a family restaurant that would close at 11pm. But I do not want the extra noise and traffic after 11pm created by this "night club" style restaurant literally in my back yard! Please help us preserve our nice, quiet, safe and family friendly neighborhood. I'm sure you would want the same in your neighborhood!

Sincerely,
Mark Freeman

Sent from [Outlook](#)

ONeill, Shane

From: Reece Hamm <reecehamm@gmail.com>
Sent: Wednesday, February 14, 2018 6:00 PM
To: O'Neill, Shane; Reece Hamm
Subject: Fwd: Rezoning application Keene Road

On Wed, Feb 14, 2018 at 5:56 PM, Reece Hamm <reecehamm@gmail.com> wrote:

Attn: Shane O'Neil, Senior Planner

Reference Master file numbers z2017-106 z2017-107

As a homeowner in Country Ridge I object to the proposed rezoning for the desire of this applicant. My main objection is that the types of buildings permitted, and hours of operation, are not suitable to this location across the street from a housing development. Why can't this stay as it was originally zoned? Why cant a C3 zoning go in next to Dairy Queen on Duportail? It really seems like a forced fit, and an increase in late night traffic in and out disturbing surrounding neighborhoods. Duportail has no residential and seems the most appropriate fit for C3 especially a bar open into the wee hours of the morning, serving alcohol. I plead with you to not allow this rezoning to take place and to encourage them to move it to a more suitable location away from families, homes, churches and bike paths.

Commercial C-3 zoning permits a hotel, buildings up to 100 feet high, bars/restaurants serving alcohol till 2am, dancing, increased violence, particularly gun violence mixing with alcohol, and potentially staying open all night, just to name a few. None of these are suitable for this location. Duportail is where these types of structures are currently located, and should not be located on Keene Road.

I understand that the applicant wishes to have two food establishments and two retail operations. While not desirable, I believe that these can be accommodated under the current C-1 zoning with the restriction that closing is required by 11 pm. Again, not desirable, but much better than a facility serving alcohol till 2 am and possibly staying open all night. The potential for late night trouble in Country Ridge is unnerving with C-3 zoning. I can not see any reason whatsoever to change this zoning from C1. I hope you do not see ANY reason for this rezoning to take place, especially since it is across the street on Jericho from a church.

It is understood that the adjacent land was rezoned to C-3 to permit storage facilities. However, storage facilities are so much preferred than late night bars with dancing, loud music, traffic and possible increase in gangs and weapons mixed up with alcohol. Please do not permit this requested rezoning. I trust that you will protect the integrity of this area and homes in and around Country Ridge and its residents and not the specific undesirable interests of this land owner/developer. If this zoning was to ever change, it opens up so many changes to take place as bars open and close down constantly. C1 would be more stable and insignificant changes could take place almost going unnoticed. Please reconsider not changing this to a C3 for the sake of all of the Richland and Tri City residents.

I look forward to meeting you at the rezoning meeting.

Respectfully submitting to you,

Reece Hamm, Realtor

Country Ridge

ONeill, Shane

From: Amanda Nida <amanda_nida@outlook.com>
Sent: Thursday, February 15, 2018 6:24 AM
To: O'Neill, Shane
Subject: re: z2017-106, z2017-107

From: A concerned resident of 2518 Jason Loop

Mr. O'Neill -

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol [until 2 AM](#) just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be unwelcome for what is currently a nice, safe, and quiet neighborhood where we raise our young children.

With so many other great development and building locations along Keene to utilize, putting a restaurant/dance club so close to our residential area seems unnecessary and will likely drive down the property value to our homes that we have worked hard and take pride in maintaining.

Thank you for your consideration and we look forward to attending the meeting regarding this matter.

Sincerely,

Amanda and Levi Nida
[2518 Jason Loop, Richland, WA](#)

ONeill, Shane

From: Troy Feathers <troy@remcon1.com>
Sent: Thursday, February 15, 2018 8:35 AM
To: O'Neill, Shane
Subject: Zoning Change Jerico Road

As a resident of the Jason Loop community I would like to express my concerns about music and party venue in the middle of a residential area , besides the late night noise as well as the intoxicated people entering and leaving the site, the City has not made the improvements to infrastructure to remotely accommodate the current traffic load.

Troy Feathers
2674 Jason Loop
Richland WA.

Troy Feathers
Remcon Inc.
Troy@remcon1.com
253-677-0418



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 3 - Economic Vitality

Subject:

Ordinance No. 28-18, Amending Richland Municipal Code Title 23 and the Official Zoning Map of the City of Richland to Change Zoning on 2.1 Acres Located Along Keene Road from C-1 to C-3

Department:

Community Development Services

Ordinance/Resolution Number:

28-18

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 28-18, amending Richland Municipal Code Title 23 and the Official Zoning Map of the City of Richland to change the zoning on 2.1 acres from (C-1) Neighborhood Retail to (C-3) General Business subject to the land use limitations of a Property Use and Development Agreement.

Summary:

Greg Markel has filed a rezone request to change the zoning classification of a 2.1 acre site from C-1 (Neighborhood Retail) to C-3 (General Business) with the intent to develop the site with commercial buildings without needing a special use permit to include drive-thru window service or to lift operational hours limitations imposed by C-1 zoning.

The Hearing Examiner recommended approval subject to the limitations of a Property Use and Development Agreement (PUDA) restricting adult uses and limiting building height.

First reading was given on June 5, 2018. No exceptions were taken. Staff recommends approval of Ordinance No. 28-18 for second reading and passage.

Fiscal Impact:

New development will increase the demand on city services and contribute to increased property and sales taxes for the city. The change in zoning classification is not likely to increase demand for city services above what would have been anticipated in the current zoning classification.

Attachments:

1. Ordinance No. 28-18
2. May 17, 2018 - Hearing Examiner Recommendation - Markel I
3. February 22, 2018 - Staff Report - Z2017-107

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 28-18

AN ORDINANCE of the City of Richland amending Title 23: Zoning Regulations of the Richland Municipal Code and the Official Zoning Map of the City to change the zoning on 2.01 acres from Neighborhood Retail (C-1) to General Business (C-3) subject to the land use limitations of a Property Use and Development Agreement.

WHEREAS, on January 25, 2018 and February 22, 2018, the Richland Hearing Examiner held duly advertised public hearings to consider a petition to change the zoning of the property hereafter described in Section 2, and generally located north of Keene Road and west of Queensgate Drive; and

WHEREAS, petitioner Greg Markel, on behalf of Washington Securities and Investment Corporation, has executed a Property Development and Use Agreement (PUDA) regarding said property as a condition of approval; and

WHEREAS, on May 17, 2018, the Richland Hearing Examiner issued a written decision recommending approval of the requested rezone subject to the land use limitations of a Property Use and Development Agreement; and

WHEREAS, the Richland City Council has considered the record created at the January 25, 2018 and February 22, 2018 public hearings, and the written recommendation of the Richland Hearing Examiner.

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

Section 1. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is C-3 General Business when consideration is given to the interest of the general public.

Section 2. Said property is more particularly described as follows:

Lot 3, Short Plat 2302

Section 3. Such property is rezoned from Neighborhood Retail (C-1) to General Business (C-3) subject to the land use limitations of the Property Use and Development Agreement substantially in the form attached hereto as **Exhibit A**.

Section 4. Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City, as adopted by Section 23.08.040 of said title, are amended by amending Sectional Map No.16, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B** and bearing the number and date of passage of this ordinance, and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 5. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this ordinance and the attached amended zoning map, duly certified by the Clerk as a true copy.

Section 6. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of June, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: June 24, 2018

Exhibit A to Ordinance No. 28-18

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this 5 day of March, 2018,
by and between the CITY OF RICHLAND and Greg Markel (Petitioner).

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

WHEREAS, the City of Richland is currently entertaining an application by Gregory Markel, (hereinafter "Petitioner") for a change of zone covering a 2-acre site, being Benton County Tax Parcel # 1-22983012302003 located at 2290 Keene Road (hereinafter "Property") and more particularly described in Ordinance No. _____.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from C-1 – Neighborhood Retail to C-3 – General Business, petitioner for himself and for and on behalf of his heirs, successors and assigns, covenants and agrees as follows:

- 1) Any and all building(s) constructed on the property shall not exceed a maximum height of thirty-five (35) feet as measured from the elevation of that portion of Keene Road lying directly south of the site, to the peak of any portion of the roof not including ancillary rooftop appurtenances such as HVAC equipment, vent pipes and similar features related to the mechanical function of the building(s);
- 2) To assure that probable, specific, identifiable impacts on nearby properties will be adequately mitigated, use of the property shall be restricted from containing any "Adult Use Establishments" as defined in RMC 23.06.030. Performance standards and special requirements of the C-3 zone as set forth in RMC 23.22.020(C) remain in effect.

This agreement shall be placed of record and the terms and conditions thereof shall be a covenant running with the land and included in each deed and real estate contract executed by Petitioners with respect to the subject Property or any part thereof, until such time as the terms of the agreement are fulfilled. The City of Richland shall be deemed a beneficiary of this covenant without regard to whether it owns any land or interest therein in the locality of the subject Property and shall have the right to enforce this covenant in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF RICHLAND

Cindy Reents
City Manager



Gregory Markel
Petitioner

APPROVED AS TO FORM:

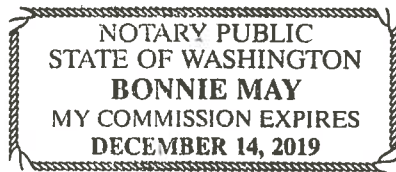
Heather Kintzley
City Attorney

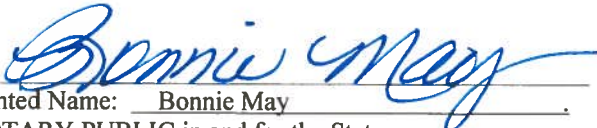
STATE OF WASHINGTON)
 : ss.
COUNTY OF BENTON)

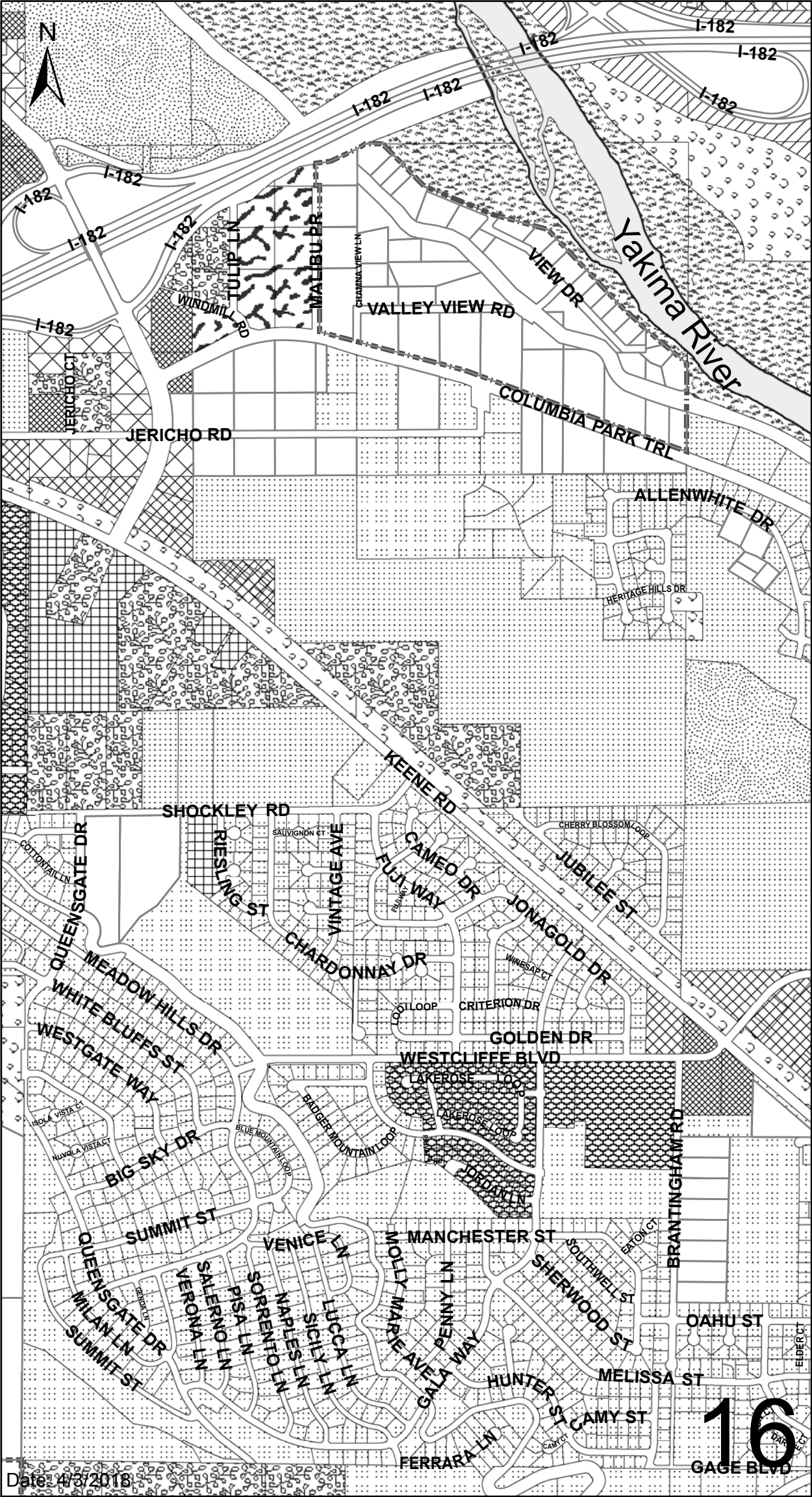
I certify that I know or have satisfactory evidence that Gregory S. Markel is the person who appeared before me and said person acknowledged that he signed this instrument, and on oath stated that he was/were authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 5 2018

(Seal or stamp)




Printed Name: Bonnie May
NOTARY PUBLIC in and for the State
of Washington, residing at Kennewick
My Commission expires: December 14, 2019



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

Regarding the Applications to **Rezone** three)
vacant portions of land located in the)
triangle formed by Jericho Road, Queensgate)
Drive, and Keene Road, from C-1)
(Neighborhood Retail) and PPF (Parks &)
Public Facilities) to C-3 (General Business),)
submitted by the property owners)

File No. Z2017-106 (Wenner)
File No. Z2017-107 (Markel – 1)
File No. Z2018-102 (Markel – 2)

JEFF WENNER AND GREG MARKEL,)
Applicants)

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

I. SUMMARY OF RECOMMENDATION.

This Recommendation addresses three rezone requests that involve substantially similar issues and public comments expressing concerns about an unrestricted rezone approval. In the interest of promoting economy and efficiency in scheduling matters taken up by the City Council, these related items are addressed in this single Recommendation of approval, noting that all of the requested rezones seek the same new zoning classification, C-3 (General Business), and all three decisions should be subject to contemporaneous approval of an appropriate Property Use and Development Agreement(s) for the properties, substantially in a form as approved by the City Attorney. With this condition, the property owners, Mr. Wenner and Mr. Markel, can meet the burden of proof to demonstrate that their requested rezones merit approval, and legitimate public concerns about compatibility of certain potential uses and projects can be appropriately addressed.

II. BACKGROUND and APPLICABLE LAW.

In rezone matters, the Hearing Examiner has jurisdiction to conduct an open record public hearing on the site-specific rezone application at issue, and is directed to issue a written

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1 recommendation for consideration and final action by the Richland City Council. *See* Richland
2 Municipal Code (RMC) 19.20.010(C)(2)(identifies “site-specific rezone” as a Type III permit
3 application); RMC 19.20.030(jurisdiction to conduct public hearing, issue recommendation); RMC
4 19.25.110(authority for Examiner actions, including conditions of approval on applications or
5 appeals); and RCW 35A.63.170(state statute regarding hearing examiner system).

6 The applicant bears the burden of proof to show that its application conforms to the relevant
7 elements of the city’s development regulations and comprehensive plan, and that any significant
8 adverse environmental impacts have been adequately addressed. RMC 19.60.060. And, because a
9 site-specific rezone application is a Type III matter, the City’s code mandates that a concurrency
10 review must be undertaken to determine the transportation impacts (if any) that could be created by
11 the proposed action. RMC 19.50.010(C).

12 Finally, Washington Courts apply three basic rules when reviewing appeals of rezone
13 applications: (1) there is no presumption favoring the rezone request; (2) the proponent of a rezone
14 must demonstrate that there has been a change of circumstances since the original zoning,
15 PROVIDED if a proposed rezone implements the policies of a comprehensive plan, a showing of
16 changed circumstances is usually not required¹; and (3) the rezone must have a substantial
17 relationship to the public health, safety, morals, or general welfare. *Woods v. Kittitas County*, 162
18 Wn.2d 597 (2007), citing *Citizens for Mount Vernon*, 133 Wn.2d 861, at 875 (1997); *Parkridge v.*
19 *City of Seattle*, 89 Wn.2d 454, 462 (1978).

20 III. QUESTIONS PRESENTED.

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

22 A. Whether the requested rezones implement policies of the City’s Comprehensive Plan,
23 and/or whether there has been a change of circumstances since the original zoning adopted for the
24 site?

25 *Short Answer:* Yes.

26 B. Whether the requested rezones bear a substantial relationship to the public health, safety,
morals, or general welfare?

Short Answer: Yes, if limited by an appropriate Property Use and Development Agreement.

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

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1
2
3 **IV. RECORD.**

4 Exhibits entered into evidence as part of the record for all three rezone requests, and an
5 audio recording of the public hearings conducted for such applications, are maintained by the City
6 of Richland, and may be examined or reviewed by contacting the City Clerk's Office.

7 **Hearing Testimony:** The following individuals presented testimony under oath at the duly
8 noticed consolidated public hearing for two of the applications, Wenner (Z2017-106) and Markel-1
9 (Z2017-107), held on February 22, 2018:

- 10 1. Shane O'Neill, Interim Planning Manager/Senior Planner for the City of Richland;
11 2. Pete Rogalski, Public Works Director for the City of Richland;
12 3. Harvey Pritchett, for the applicants;
13 4. Greg Markel, one of the applicants;
14 5. Ron Marsh, local resident, President of Country Ridge homeowners' association;
15 6. Jeff Marty, local resident;
16 7. Gordon Beecher, local resident;
17 8. Mary Banks, local resident;
18 9. Spencer Peterson, local resident, spoke for Horizon Heights' homeowners;
19 10. Phillip Clarke, local resident;
20 11. David Ashley, local resident; and
21 12. Jeff Wenner, one of the applicants.

22 Following the first public hearing, the Examiner held the record open for the parties to work
23 with city staff to explore language for potential agreements that might limit uses and projects that
24 drew the focus of public opposition to the requested rezones. Mr. Wenner submitted a copy of his
25 Purchase and Sale Agreement with the Church of Nazarene, covering the land addressed in his part
26 of this rezone application. He suggested that his limited intent, to expand his storage business
operations on the site, and that certain restrictions in his purchase agreement, limiting the height of
any building to no more than 16 feet and mandating a CMU wall/fence along the north and west
ends of his property, should obviate the need for any Property Use and Development Agreement to
address numerous concerns expressed at the public hearing. Mr. Markel submitted a proposed
Property Use and Development Agreement, under which building heights would be limited to 35
feet, and no adult uses would be permitted on the site. At the same time, in mid-March of 2018,
Staff advised the Examiner that yet another, related, rezone application would be coming forward
for a portion of land that attaches to Mr. Markel's property covered by his first rezone application.
This strip of land has been surplus by the City, and is currently zoned PPF. Mr. Markel submitted
his second rezone application (Z2018-102, "Markel - 2") covering the PPF strip of land, that is not

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1 needed for the City's trail that runs along Keene Road, adjacent to the Markel property. Like his
2 original rezone application, the Markel-2 application seeks C-3 zoning for the additional strip of
3 land. That application was addressed in a public hearing held on May 3rd. The applicant, Mr.
4 Markel, appeared at the second public hearing, and expressly agreed to accept and apply the same
5 terms of any Property Use and Development Agreement that would apply to his 'triangle' piece of
6 property addressed in File No. Z2017-107. No one appeared at the second public hearing to
7 question or oppose the Markel-2 rezone request.
8

9 ***Exhibits:*** In the weeks prior to each public hearing, the Examiner received copies of two
10 thorough Staff Reports, prepared by Development Services, specifically Mr. O'Neill, each of which
11 included a recommendation of approval for all of the requested rezones. The Staff Reports and all
12 Exhibits referenced therein were all accepted into the Record in their entirety without modification.
13 Exhibit 8 is the compilation of written public comments, most of which opposed the rezone without
14 restrictions to prevent potential adult uses, excessively tall buildings, and the like.

15 The Examiner visited the road network and vicinity of the proposed rezone requests and is
16 fully advised on matters at issue herein, including without limitation adjacent developments and
17 land uses, applicable law, application materials, and relevant comprehensive plan provisions.
18

19 **V. FINDINGS OF FACT.**

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

21 ***Applications, Public Notice, and Review***

22 1. In late December of 2017, the applicants submitted a joint petition to rezone two vacant
23 properties from C-1 to C-3, each located in the triangle located north of Keene Road between
24 Jericho Road and Queensgate Drive. The Wenner property is addressed as 2500 Jericho Road, and
25 is located immediately west of the Wenner's existing Queensgate Storage facility. The Markel-1
26 property is addressed as 2290 Keene Road. Together, these two properties are just about 4 acres.
Staff Report for first public hearing.

2. On or about April 4, 2018, Mr. Markel submitted a second, stand-alone rezone application,
for a narrow strip of land that he has purchased from the city as the adjacent landowner. In this
recommendation, the roughly 55-foot wide site is referenced as the "Markel-2" property. The
Markel-2 property is a recently-surplused strip of land, with just .44 acres, running parallel to Keene
Road, between the Markel-1 property and the Keene Road Trail Park managed by the City's Parks
and Public Facilities Department. *Staff Report for May 3rd hearing; Ex. 10 to May 3rd Staff Report,*
Richland City Council Resolution No. 73-18. The second rezone request seeks to apply the same
C-3 zoning to all of Mr. Markel's property, subject to the same terms of an appropriate Property Use
and Development Agreement that would apply to all of the rezoned property addressed in this

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Recommendation.

3. Virtually all of the property located in the “triangle” area, where the Wenner and Markel rezone requests are located, is already designated for Commercial uses in the City’s Comprehensive Plan. The surplus strip of land is presently designated for Developed Open Space, though that designation was obviously used to apply to land that would eventually be developed with the Keane Road pedestrian trail. Now that the trail has been designed and developed, the narrow strip of land was deemed surplus to the City’s needs, and sold to Mr. Markel. Accordingly, if this rezone is approved, staff will seek Council’s approval to amend the Comprehensive Plan to reduce the size of the DOS zone, eliminating surplus portions, and confirming a more appropriate Commercial zoning designation recommended herein. *(See discussion in Second Staff Report, at page 6).*

4. North of the rezone areas, across Jericho Road, there are a mix of uses, including a church, a residence, and an auto repair business. To the east, there is a self-storage facility and a gas station. To the south and west, there are single-family homes and some vacant land. Keene Road separates the rezoned properties from developments to the south. *(Staff Report; Site Visit; Aerial photos).*

5. The joint application includes the following notation as “Justification” for the requested rezone: *“The zone change to C-3 will allow for the expansion of the Queensgate storage facility...” [re: Wenner application]; and would “allow for drive through operation and later operational hours.” [re: Markel application]. (Ex. 1, joint rezone application from December of 2017).*

6. Following receipt, City staff complied with all applicable public notice requirements for the rezone application and the public hearing held for the matter.

7. Because staff deemed the application to be consistent with the City’s Comprehensive Plan, which already designates the rezone site as suitable for Commercial land uses, and the City’s plan was analyzed in an environmental impact statement at the time of its adoption, the pending application is categorically exempt from SEPA review as provided in WAC 197-11-800(6)(c). Staff issued a second SEPA determination for Mr. Markel’s second rezone request, finding that a rezone of the narrow, surplus, strip of land, would not have any adverse environmental impacts. No one challenged any SEPA determination issued for any part of the rezone requests.

8. Written public comments received are included in the record as part of Exhibit 8. Most comments focused on concerns with potential adult uses, normally included as permitted uses in the C-3 zone; concerns with taller buildings on the site; concerns about compatibility with homes in the area; and general concerns about traffic, noise, and property values, if the properties are not developed in a manner and with uses that compliment rather than conflict with adjacent uses.

9. Staff confirmed that none of the proposed rezones will have any material impact on capacity for the existing local street system serving the properties in question.

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1 ***Summary of Public Hearings.***

2 10. At the first public hearing for the joint rezone application, Mr. O'Neill made a brief
3 presentation regarding the joint application, the site, and his recommendation of approval, as
4 explained in the Staff Report. The applicants were present, and explained their intent to develop
5 their properties in a manner that they hope would be compatible with the surrounding area. A
6 number of local residents were present at the hearing. Mr. Marsh expressed concerns of the
7 Country Ridge Homeowner's Association, about the potential for noise, lighting and traffic
8 problems that could result from the rezone. Mr. Marty expressed his opinion that a bar is not a
9 neighborhood friendly use, and he speculated that the rezone could let the cat out of the bag,
10 allowing for 80 foot tall buildings, noise, long hours, adult uses, and possible homeless shelters.
11 Mr. Beecher expressed concerns as a resident of the Upper Country Ridge neighborhood, located
12 uphill across Keane from the subject properties, noting that he shares concerns about more traffic,
13 too expansive list of permitted uses if the site is rezoned, and general concerns about new
14 development and its impact on the recreation path that borders the properties. Ms. Banks testified
15 that she lives in Country Ridge, and that she can already hear parties from the distant Bookwalter
16 Winery, so she is concerned about noise from any new project on the subject properties, which are
17 much closer to her home. Mr. Peterson, Mr. Clarke, and Mr. Ashley reiterated general opposition to
18 the requested rezones, including concerns with hotels or other buildings up to 80 feet tall.
19 Responding to public comments, the applicants reiterated their intent to develop relatively small
20 projects that should not result in adverse impacts on surrounding properties. Mr. Wenner focused
21 on his intent to use the property for an expansion of his storage unit business. Mr. Markel noted that
22 the restaurant drive-through he hopes to locate on the site would be similar to others in the Tri-
23 Cities that have not generated the problems some of the public comments suggested. Both
24 applicants emphasized that they have no intent to allow any adult uses on their properties, and that
25 they were not planning to build tall buildings, especially nothing near 80 feet like mentioned in
26 some comments.

16 11. In response to public comments, both applicants reiterated that they do not plan to allow adult
17 uses on their properties. The Examiner questioned the applicants and staff, and provided the parties
18 with additional time to explore terms of possible Property Use and Development Agreements that
19 might limit uses or projects that could cause adverse impacts on the surrounding area. The Record
20 was left open so the parties could explore such option. In the end, Mr. Markel submitted a proposed
21 Agreement, which would prohibit adult uses on his property, and limit building heights to 35 feet,
22 excluding mechanical equipment. (*Ex. 9 to May 3rd Staff Report*). Mr. Wenner submitted a copy of
23 his purchase agreement, with the Nazarene Church, which obligates him to record a private
24 covenant limiting any building height on his property to no more than 16 feet, and to build an 8-foot
25 tall CMU fence/wall along portions of the site. (*Ex. 10, Post-hearing exhibit added by the Examiner*
26 *to First Staff Report, Email from Mr. O'Neill to the Examiner, dated March 6, 2018, transmitting*
Mr. Wenner's Purchase Agreement). Even without such private agreement, RMC
23.42.180(A)(2)(b) would apply during building permit review, and staff relies on this provision to
require a block wall, a minimum of 8 feet in height, along all property lines containing outdoor

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storage uses (i.e. mini-warehouses). *Id.*

12. With respect to public comments and concerns about possible adult uses on the Wenner or Markel properties, it appears as though such worry is not grounded in law, because existing city codes expressly prohibit adult uses within 500 feet of any residential-zoned property or a church. RMC 23.42.030 includes specific locational requirements that apply to any “adult use establishment” in the City of Richland, including: “A. Adult use establishments shall be prohibited within 500 feet of any area of the city zoned for residential purposes. []”; and “B. Adult use establishments shall be prohibited within 500 feet of any church or other religious facility or institution.” The Nazarene Church property is located less than 500 feet from the Wenner property. In fact, it is across the street from the site. And, single-family zoned properties are located less than 500 feet away from the Markel property, across Keene Road. The examiner finds that concerns about adult uses on the two sites involved in this joint application are not valid and do not serve as a basis to deny this rezone request.

13. Comments about traffic were not supported by any professional studies or qualified expert testimony that would establish how the requested rezone, from one Commercial zone to another, would have any adverse traffic impacts. Keene Road is classified as a principal arterial. The surrounding streets are all constructed to meet city standards, and any new curb-cuts for access to any new projects would have to meet city development standards. There is no credible evidence to establish that traffic problems provide a legitimate basis to deny the requested rezone.

14. Public comments expressing concerns about 80-foot tall buildings were based on the more generous building heights that are permitted in the C-3 zone, i.e. 80-feet. There are no tall buildings along Keene in the vicinity of the requested rezone. Buildings over 3 stories might appear out of scale with the surrounding area, as noted by some public comments. Both applicants confirmed that they are not seeking the rezone so they can develop projects with 80-foot buildings. In fact, Mr. Wenner appears willing to purchase his property subject to a 16-foot height restriction, and Mr. Markel expressly agreed to limit building heights on his property to no more than 35 feet. These conditions are respectful concessions made by the applicants in response to public comments.

15. Comments opposing the rezone for the Markel property included general concerns about any bar or restaurant with hours that run beyond a relatively early bedtime. As Mr. Markel explained, restaurants and bars find it helpful to have hours that extend beyond 11:00 p.m., to allow for more time to serve their customers, and help improve the bottom line. Restaurants and bars with limited hours may fail if they do not and cannot remain open when customers are willing to patronize their establishments. The Examiner takes notice of strict liquor licensing requirements in Washington State, and quality law enforcement provided by the Richland Police Department. Given the quality of service provided in the City of Richland, there is no legitimate basis to simply assume that any bar or restaurant will generate problems wherever it might be located. Such concerns do not provide a legitimate basis to deny the requested rezone of the Markel property. Operators who run a bar or restaurant that constitutes a nuisance or public safety hazard can and often do lose their liquor license. The Examiner finds that bar and restaurant owners have an economic incentive to ensure

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1 that their businesses do not present nuisances or safety hazards to neighbors.

2 16. While some nearby residents may have a view of the potentially rezoned properties, there is no
3 legal basis to deny a rezone to essentially preserve views onto vacant land. While some additional
4 types of businesses are permitted in the C-3 zone, there are plenty of currently permitted business
5 types that could be developed on the properties using the current C-1 zoning regulations that might
6 be perceived as ugly, unattractive, or undesirable to someone in the area. Rezones are not denied or
7 approved based on what might be built on the site. City development regulations include a number
8 of detailed performance standards that are intended to regulate and mitigate potential impacts of
9 future developments on neighboring properties throughout the community, including the two
10 properties at issue herein. Specific development permit applications trigger project review, and
11 requirements to comply with city development regulations and performance standards. A rezone
12 does not entail the same level of review.

13 17. Through March and April, Mr. Markel worked with City officials to acquire the narrow strip of
14 surplus city property that abuts the Keene Road Trail Park on one side and the Markel-1 property
15 identified in the first joint rezone application. As mentioned above, on or about April 4, 2018, Mr.
16 Markel submitted a second, stand-alone rezone application, for the narrow strip of land that he has
17 purchased from the city as the adjacent landowner. In this recommendation, the roughly 55-foot
18 wide site is referenced as the "Markel-2" property, and is just .44 acres. *Staff Report for May 3rd*
19 *hearing; Ex. 10 to May 3rd Staff Report, Richland City Council Resolution No. 73-18.* The second
20 rezone request seeks to apply the same C-3 zoning to all of Mr. Markel's property, subject to the
21 same terms of an appropriate Property Use and Development Agreement that would apply to the
22 Markel-1 property.

23 18. City staff complied with all applicable notice and environmental review requirements
24 associated with both rezone petitions. No one challenged the DNS threshold determinations issued
25 for each application. And, while the first public hearing for the joint Wenner/Markel-1 application
26 generated significant public comment, the second public hearing, held on May 3rd, for the Markel-2
application, generated no comments from the general public, and no opposition. Based on the lack
of public comment and lack of opposition to the Markel-2 rezone request, it appears as though most
commenters involved in the first rezone hearing were satisfied with efforts made by the applicants
to assure local residents that no adult uses would or could be located on their properties, and that
building heights would not be anywhere near the 80-feet permitted in a C-3 zone.

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

20 19. As part of the review process, City staff confirmed that adequate utilities, including without
21 limitation water, power, and sewer, are in place and/or readily available to serve the parcel that is at
22 issue in this matter. *Staff Report, page 8.*

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1
2 ***Consistency with City Codes and Comprehensive Plan.***

3 20. As explained elsewhere in this Recommendation, the first two rezone sites are already
4 designated as “Commercial” in the City’s Comprehensive Plan, and the request is to modify the
5 classification from one Commercial classification to another, in this case from C-1 to C-3. The
6 third rezone site is merely an undeveloped strip of surplus-land, that is no longer needed for park
and open space purposes. *See Ex. 10 to May 3rd Staff Report, Res. No. 73-18.* It is reasonable and
prudent, and good public policy, to rezone the narrow strip of surplus-land to the same zoning
classification assigned to the private property with which it will be consolidated.

7 21. Based on the record, the Examiner finds and concludes that the requested rezone from one
8 Commercial classification to another in an area where commercial uses already face some
9 residential uses that are located across a busy principal arterial roadway (Keene Road), with mixed
10 uses on other parcels, including a church, gas station, and the Wenner’s mini-storage business, is
11 appropriate. The requested C-3 zone is not inconsistent with existing land uses located on or zoning
designations assigned to surrounding properties in the area. As shown on the Zoning Map, multiple
properties in the same triangle area formed by Keene Road, Queensgate Drive, and Jericho Road are
already zoned C-3, and to date, no catastrophe, log of nuisance complaints, or spikes in local crime
were caused by commercial businesses operating on such properties.

12 22. Conditions have changed regarding the Markel-2 property since it was originally zoned for
13 Parks purposes – it has been surplus by the City Council because it is not needed for city park
14 purposes. Accordingly, the request to rezone the site to C-3 is fully supported by evidence in the
15 Record. The requested rezone provides a public benefit, making use of surplus property,
converting it to commercial uses that can provide jobs, services, incomes, and tax revenues that
benefit city residents. In sum, it bears a substantial relationship to the public welfare.

16 23. Staff confirms that they will place the item on the list of amendments considered during the
17 next update cycle for the City’s Comprehensive Plan. It is well-established by Washington Courts
18 that zoning regulations control over sometimes-inconsistent Comprehensive Plan language.
19 *Citizens for Mount Vernon v. City of Mount Vernon*, 133 Wn.2d 861, 947 P.2d 1208 (1997). With
20 respect to the Markel-2 rezone, the Comprehensive Plan, which is the City’s general guide for more
specific, controlling, development and zoning regulations, can be amended after the rezone is
approved. There is no credible reason to justify delay in approving the rezone request. It is
squarely in the public interest to do so, subject to an appropriate Property Use and Development
Agreement.

21 24. Standing alone, the requested rezones for the Wenner and Markel-1 properties merit
22 approval because they already conform to the Comprehensive Plan, which identifies the properties
as suitable for Commercial uses.

23
24 **FINDINGS OF FACT, CONCLUSIONS AND**
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RICHLAND, WASHINGTON 99352

General findings.

25. The requested rezones bear a substantial relationship to the public health, safety, and general welfare. The requested rezones are appropriate in the context of adjacent properties. To adequately protect local residents, and eliminate any uncertainty regarding adult uses and unusually tall buildings, the Examiner finds that it would be appropriate to make all three rezones subject to compliance with terms of appropriate Property Use and Development Agreements, that prohibit adult uses and building heights over 35 feet. Even though both applicants sincerely explained that they intend to move forward with relatively small projects on their land, i.e. for Mr. Wenner an expansion of mini-storage unit facilities, and for Mr. Markel a drive through restaurant, multi-tenant commercial building, and/or a restaurant with later operational hours, neither applicant can predict the future. A rezone assigns certain permissible uses and development standards to a property, that either applicant can sell to someone else who does not have the same vision or plans. While neither applicant plans to build a tall building, a future owner might not be so accommodating to local residents. And, while current codes make it impossible to locate an adult use on either the Wenner or Markel property, conditions change, and if the church moves (unlikely, but still possible), or if lands around the area were to be rezoned (again, unlikely, but still possible), there might be no way to limit adult uses on such property. Thus, appropriate Property Use and Development Agreements should be included as part of these rezone approvals.

26. The Development Services Division Staff Reports, prepared by Mr. O'Neill, include a number of specific findings and explanations that establish how the underlying applications satisfy provisions of applicable law and are consistent with the city's Comprehensive Plan and zoning regulations. Except as modified in this Recommendation, particularly statements dismissing the need for any property use and development agreement, all Findings contained in the Staff Reports are incorporated herein by reference as Findings of the undersigned-hearing examiner.

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

VI. CONCLUSIONS.

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

1. With respect to the joint Wenner/Markel-1 application, the applicants have met their burden to demonstrate that the requested rezones conform to, and in fact implement objectives of, the City's Comprehensive Plan. *Findings; Staff Report.* The Markel-2 rezone request merits approval because there has been a clear change in circumstances regarding the property, it has been surplus because it is no longer needed for parks purposes.

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: WENNER AND
MARKEL REZONE APPLICATIONS TO ASSIGN
THE C-3 CLASSIFICATION TO THREE SITES
LOCATED IN THE TRIANGLE FORMED BY
JERICHO ROAD, QUEENSGATE DRIVE, AND
KEENE ROAD – FILE NOS. Z2017-106, Z2017-107,
AND Z2018-102**

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL – 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

2. The applicants met their burden to demonstrate that the requested rezones bear a substantial relationship to the public health, safety, or welfare.

3. The Staff Reports and testimony on the record demonstrates that the proposed rezones will not require new public facilities and that there is capacity within the transportation network, the utility system, and other public services, to accommodate commercial uses on the rezoned sites. The rezone from one Commercial zoning classification to another, C-1 to C-3, will keep the property compatible with the character of the existing uses and zoning districts surrounding the site. Assigning the same C-3 zoning to the now-surplused strip of land for the Markel-2 request, is in the public interest.

4. Subject to compliance with all development regulations at the time of any project application, and the terms of an appropriate Property Use and Development Agreement for all three properties, substantially in a form as approved by the City Attorney, the rezoned sites will not be materially detrimental to surrounding uses or property.

5. While the pending rezone applications are all categorically exempt from formal SEPA review, the record demonstrates that the potential for adverse impacts is very unlikely. The applicants agreed to accept terms that will avoid the parade of horrors expressed by some public comments opposing the rezones, particularly adult uses and unusually tall buildings.

6. As required by RMC 19.50.010(C), the transportation system is sufficient to accommodate the type of development envisioned with the proposed rezones, subject to frontage improvements and other infrastructure upgrades possibly required as conditions for developing various types of commercial uses on the site. The site visit to the area confirms that the road network is fully functional, and no transportation concurrency problems are likely to arise as a result of the rezone for the site. Development regulations, including without limitation those detailing setbacks, will apply to any future projects built on the sites.

7. Based on the record, the applicants demonstrated that their rezone applications merit approval, meeting their burden of proof imposed by RMC 19.60.060.

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

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

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: WENNER AND
MARKEL REZONE APPLICATIONS TO ASSIGN
THE C-3 CLASSIFICATION TO THREE SITES
LOCATED IN THE TRIANGLE FORMED BY
JERICHO ROAD, QUEENSGATE DRIVE, AND
KEENE ROAD – FILE NOS. Z2017-106, Z2017-107,
AND Z2018-102**

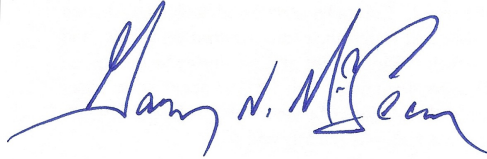
GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL – 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

VII. RECOMMENDATION.

Based upon the preceding Findings and Conclusions, the Hearing Examiner recommends that the following three rezone requests should all be **APPROVED, subject to terms of a Property Use and Development Agreement(s)**, substantially in a form as approved by the City attorney, which should prohibit adult uses on any of the three properties, and limit building heights to no more than 35 feet, excepting mechanical equipment and the like:

Wenner Rezone Petition – File No. Z2017-106;
Markel-1 Rezone Petition – File No. Z2017-107; and
Markel-2 Rezone Petition – File No. Z2018-102.

ISSUED this 17th Day of May, 2018



Gary N. McLean
Hearing Examiner

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: WENNER AND
MARKEL REZONE APPLICATIONS TO ASSIGN
THE C-3 CLASSIFICATION TO THREE SITES
LOCATED IN THE TRIANGLE FORMED BY
JERICHO ROAD, QUEENSGATE DRIVE, AND
KEENE ROAD – FILE NOS. Z2017-106, Z2017-107,
AND Z2018-102

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL – 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

**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: February 22, 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

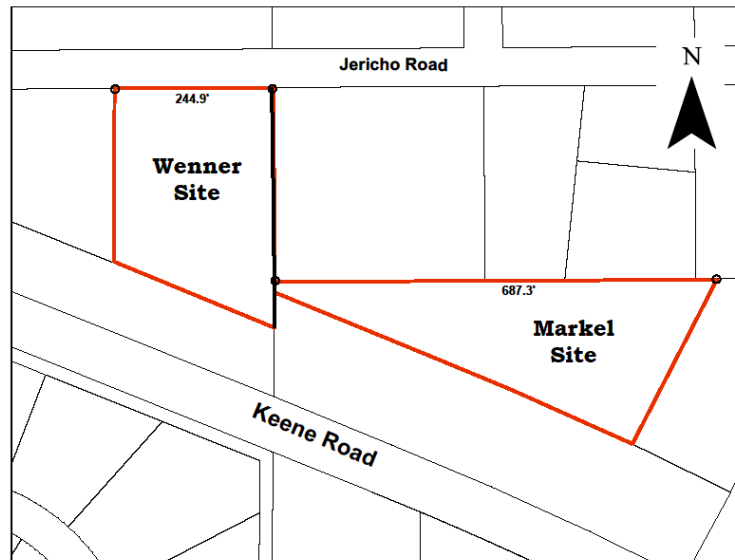
Jeff & Lori Wenner together with Greg Markel, have filed a rezone request to change the zoning classification of a 3.9 acre site from C-1 (Neighborhood Retail) to C-3 (General Business) with the intent of commercial site development. Mr. Wenner, who owns that portion of the site fronting Jericho Road, 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

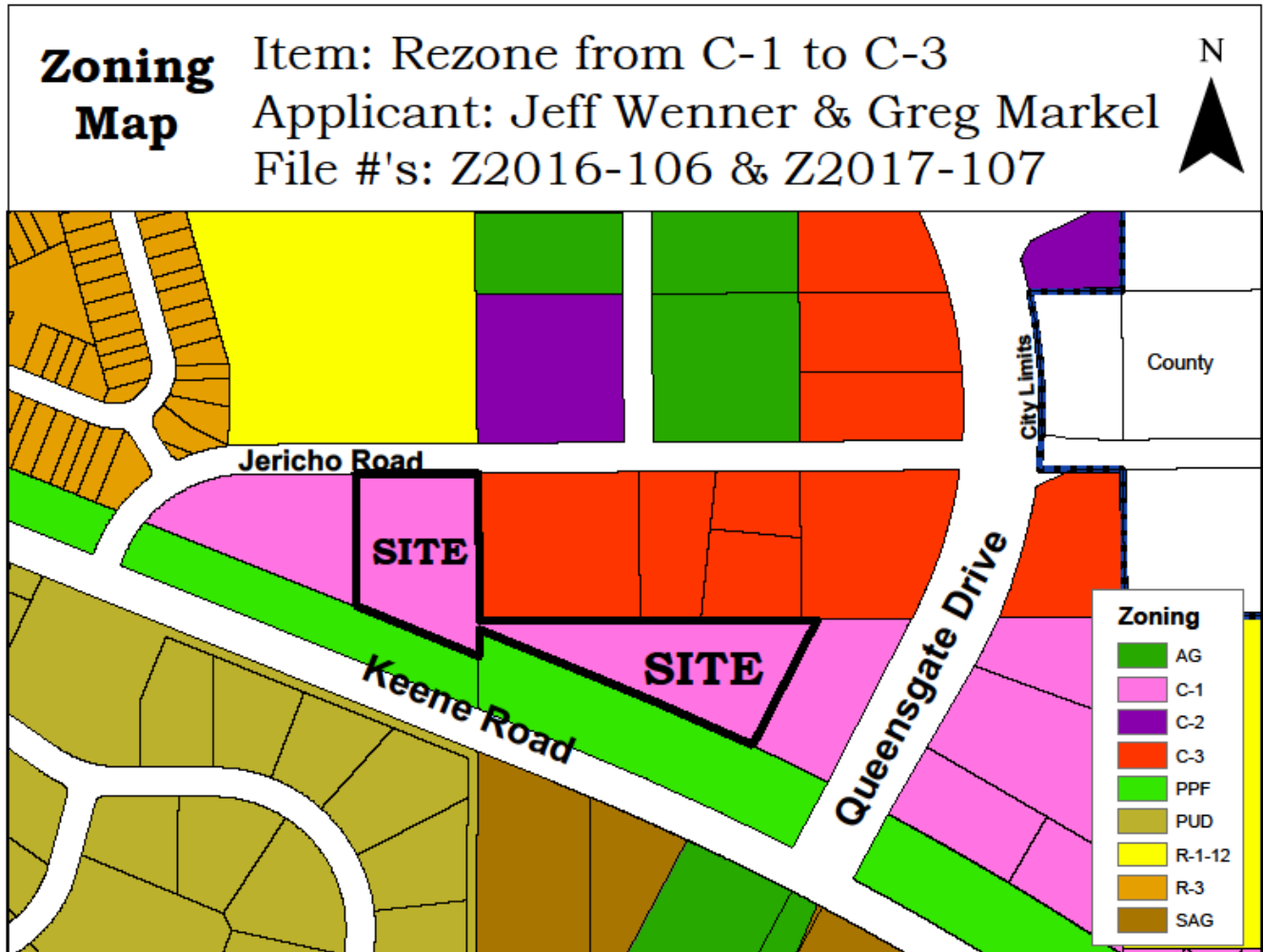


Figure 1 - Zoning Map

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:

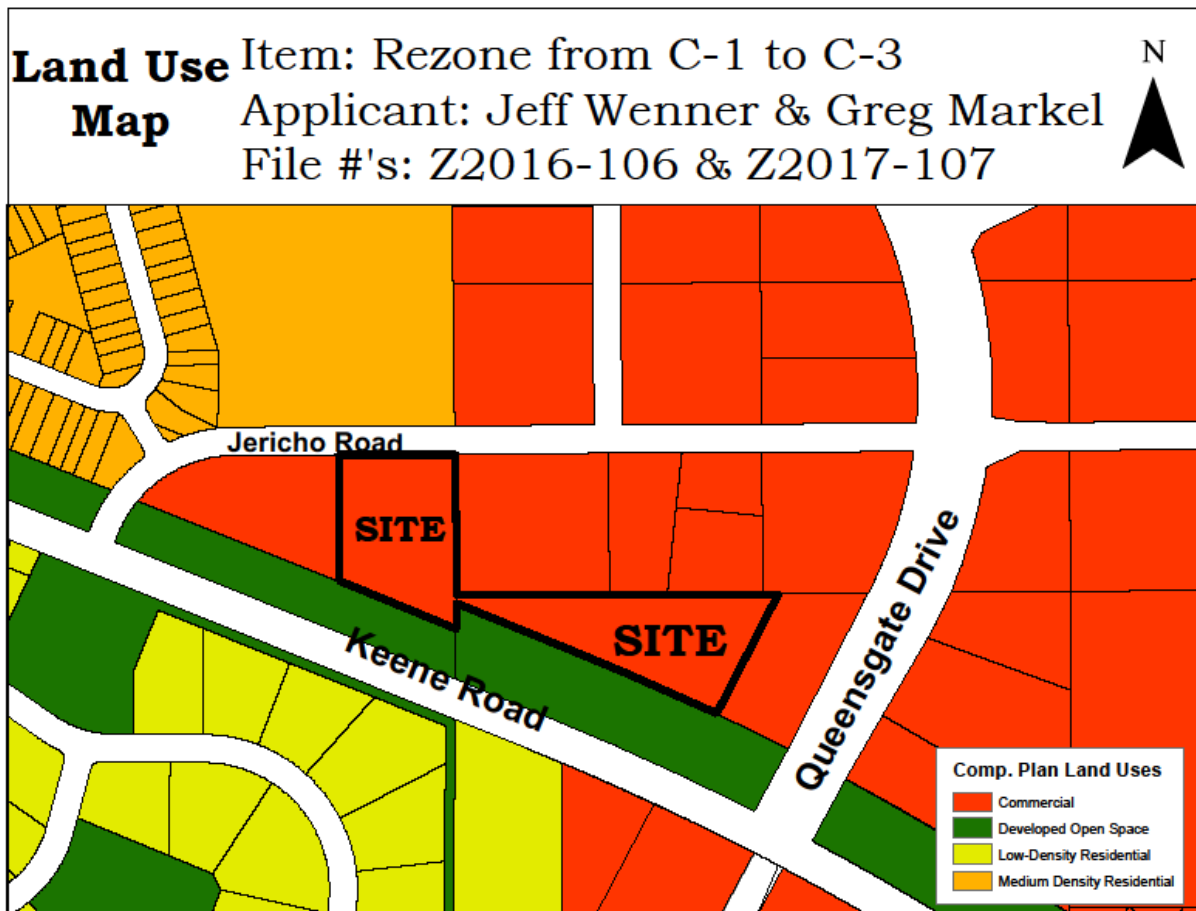
The general business use district (C-3) is a zone classification providing a use district for commercial establishments which require a retail contact with the public together with incidental shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and display, and those 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:	February 22, 2018

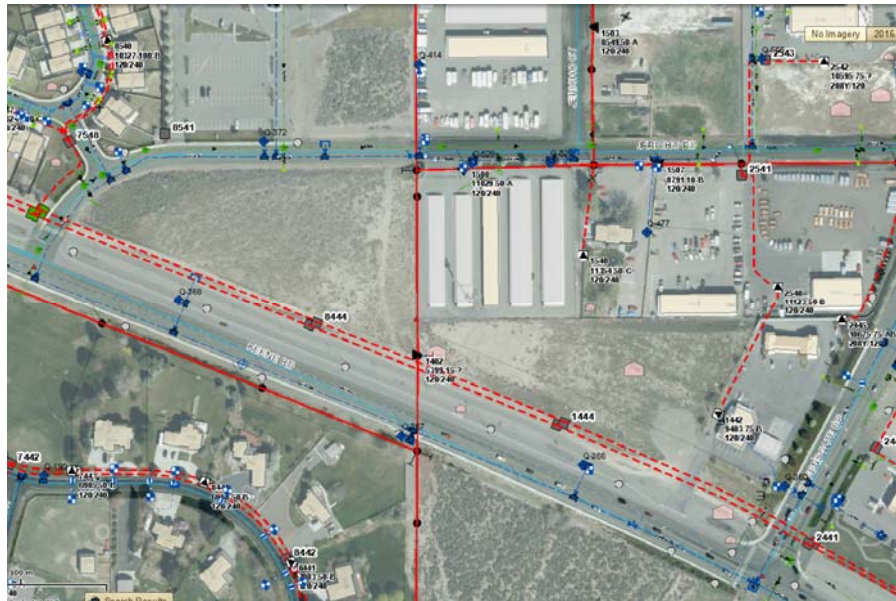
Notice of application and notice of hearing was provided through posting of the property, mailing of notice to property owners within 300 feet of the site and publication in the *Tri-City Herald* newspaper. Copies of the notices and affidavits are included in Exhibit 6. As of the date of this report City staff received several public comments submitted for the record which are provided as Exhibit 8.

During the postponed Jan. 25th hearing, members of the public in attendance informally discussed the potential for the Markel site to be developed with an adult entertainment dance club. There is no evidence in the record supporting Mr. Markel's intent to develop such an establishment. To that effect staff offers the explanation that though adult entertainment businesses are listed as a permitted use in the C-3 zone, said businesses may not be located within 500 feet of residentially zoned properties; thereby excluding the Markel site from containing such businesses.

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
8. Public Comments

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 Kennnewick
Richland, WA 99336
City, State, Zip
509-735-2255
Phone

Address

City, State, Zip

Phone

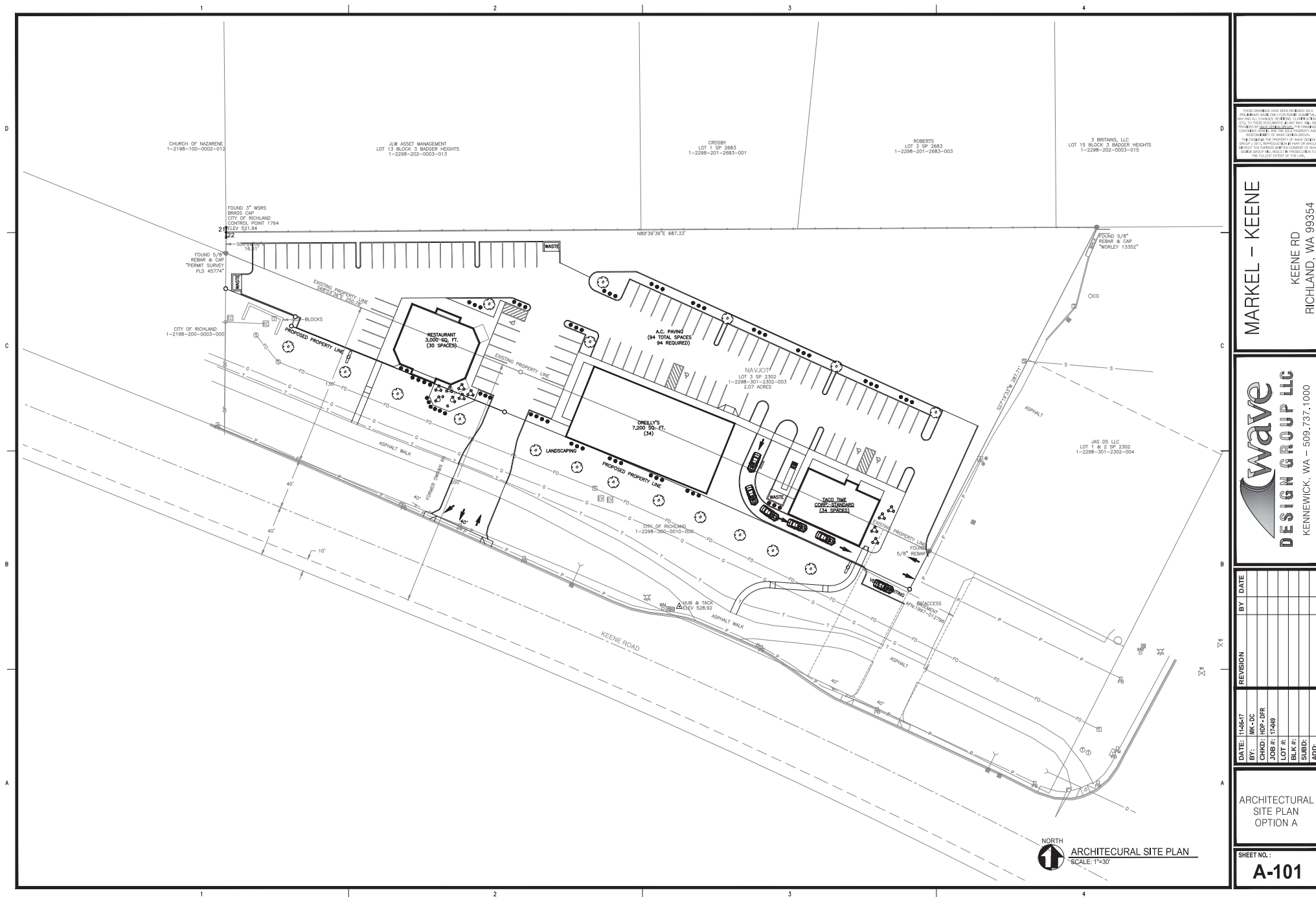
FOR OFFICE USE ONLY

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.

N 89°39'36"E 878.22'

687.33'

3
90240 S.F.

12290'
KEENE ROAD

Δ = 03°24'36"
A = 352.40'
R = 5920.00'

Δ = 08°03'36"
R = 5920.00'
L = 523.40

90' ACCESS EASEMENT
A.F. NO. 97-17199

5-30-97

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

Herb Everett
SHORT PLAT ADMINISTRATOR

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

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.
121 S. ELY STREET
P.O. BOX 6132
KENNEWICK, WASHINGTON 99336
509-582-6716

4/24/97
DATE
WASH. 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

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.
7. 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 4:30 MINUTES PAST 4:00 P.M. 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

GRAPHIC SCALE - FEET
50 0 50 100 150

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 *Vice 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



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:

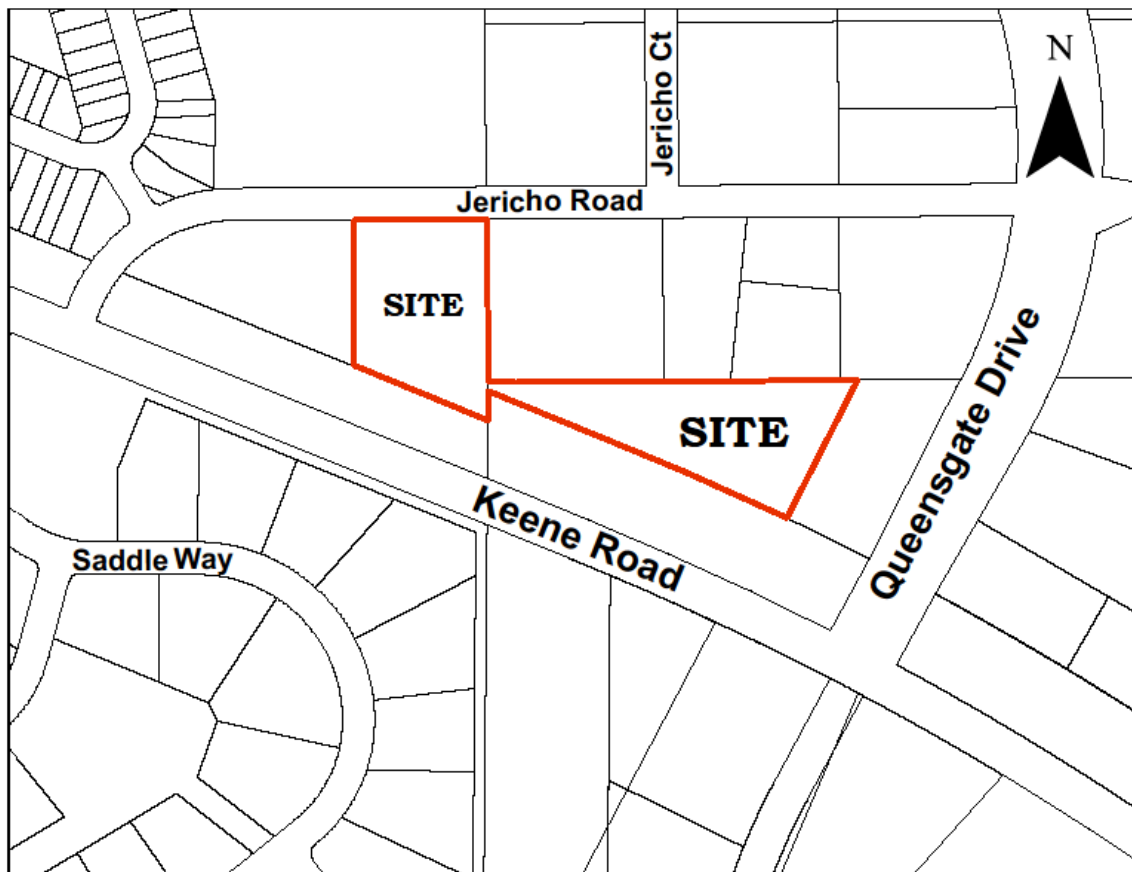
- A. The gross floor area of the building containing the use shall not exceed 5,000 square feet in area;
- B. Businesses shall not operate past 11:00 p.m.;
- C. Customer seating shall be provided only within the confines of the building, unless:
 - 1. Outdoor seating areas are screened from view with 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

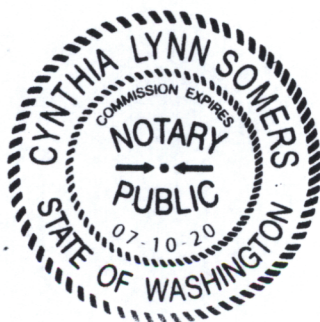
STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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



ONeill, Shane

From: SCOTT ZANGRILLI <zangrilli@hotmail.com>
Sent: Monday, February 12, 2018 9:26 AM
To: O'Neill, Shane
Subject: REZONEING NEAR JASON LOOP

Mr. O'Neill -

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol until 2 AM just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; I have a young child and there are many young children living of Jason Loop, please think of the impact it will have on them.

Thank you for your consideration and help!

Sincerely,

Scott Zangrilli

2705 Jason Loop, Richland, WA

ONeill, Shane

From: Spencer Peterson <spencer.peterson@yahoo.com>
Sent: Sunday, February 11, 2018 6:31 PM
To: ONeill, Shane
Subject: proposed zoning changes: z2017-106, z2017-107

To: Shane O'Neill, Richland Planner
soneill@ci.richland.wa.us

From: A concerned resident of 2712 Jason Loop

re: z2017-106, z2017-107

Mr. O'Neill -

As a resident of Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol until 2 AM just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; throwing drunk parties into that mix will be a disaster for what is currently a nice, safe, and quiet neighborhood.

Thank you for your consideration and help!

Sincerely,

Spencer Peterson

2712 Jason Loop, Richland, WA

ONeill, Shane

From: Michele Poteet <micheleislove@gmail.com>
Sent: Sunday, February 11, 2018 9:00 PM
To: ONeill, Shane
Subject: re: z2017-106, z2017-107

Mr. O'Neill -

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol [until 2 AM](#) just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; throwing drunk partiers into that mix will be a disaster for what is currently a nice, safe, and quiet neighborhood.

With Queensgate already being a popular area, the restaurant will be profitable enough, they do not need to sell alcohol until 2am to do so. Additionally, changing the zoning invites others to develop the area and serve alcohol until 2am as well.

Thank you for your consideration and help!

Sincerely,

Michele Poteet

[2605 Jason Loop, Richland, WA](#)

ONeill, Shane

From: Iris Watahomigie <watairis@yahoo.com>
Sent: Sunday, February 11, 2018 7:07 PM
To: O'Neill, Shane
Subject: Z2017-106 z2017-107

From: A concerned resident of 2712 Jason Loop
re: z2017-106, z2017-107

Mr. O'Neill -

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol [until 2 AM](#) just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; throwing drunk partiers into that mix will be a disaster for what is currently a nice, safe, and quiet neighborhood.

Thank you for your consideration and help!

Sincerely,
Iris

Sent from my iPad

ONeill, Shane

From: Laurie Hutton <hutlka9@gmail.com>
Sent: Monday, February 12, 2018 7:32 AM
To: O'Neill, Shane
Subject: rezoning request Z2017-106 Z2017-107

To: Shane O'Neill, Richland Planner
soneill@ci.richland.wa.us

From: A concerned resident of [2753 Jason Loop](#)
re: z2017-106, z2017-107

Mr. O'Neill -

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol until 2 AM just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; throwing drunk partiers into that mix will be a disaster for what is currently a nice, safe, and quiet neighborhood.

Thank you for your consideration and help!

Sincerely,

Laurie Hutton

[2753 Jason Loop, Richland, WA](#)

ONeill, Shane

From: Horizon Heights HOA <richlandhorizonheightshoa@gmail.com>
Sent: Sunday, February 11, 2018 6:48 PM
To: O'Neill, Shane
Subject: z2017-106, z2017-107

To: Shane O'Neill, Richland Planner
soneill@ci.richland.wa.us

From: Horizon Heights Home Owners Association
re: z2017-106, z2017-107

Dear Mr. O'Neill -

As representatives of all homeowners and residents of Horizon Heights, aka Jason Loop, we urge you, in the strongest possible terms, to deny Mr. Markel's petition to change zoning laws near our neighborhood from C-1 to C-3. This change would be an unmitigated disaster for our neighborhood, allowing late-night drinking and driving just a block from the entrance to our community; it's not too difficult to imagine drunk partiers driving dangerously through the streets of Jason Loop at 2 or 3 AM, smashing into cars and destroying property. Not only will noise, traffic, and crime increase as a result, but the value of our homes and the safety of our residents, pets, and property will likely decrease as well.

Thank you for your consideration and help!

Sincerely,

Spencer Peterson, Heather Coleman, Cindy Hutsell, and Steven Houser

Horizon Heights HOA Board of Directors

PO Box 814, Richland, WA 99352

richlandhorizonheightshoa@gmail.com

ONeill, Shane

From: Aphrodite Beidler <t.aphrodite@gmail.com>
Sent: Sunday, February 11, 2018 8:00 PM
To: ONeill, Shane
Subject: disappointed richland resident

To: Shane O'Neill, Richland Planner
soneill@ci.richland.wa.us

From: Resident of 2577 Jason Loop, Richland
re: z2017-106, z2017-107

Dear Mr. O'Neill:

As a home owner living in the Jason Loop neighborhood, I am saddened and disappointed after hearing your plans turning our friendly family neighborhood into an unsafe place.

Why would you allow a restaurant serving alcohol until 2 AM just a block from a neighborhood full of kids?

So far, this side of Richland around Queensgate, has been thriving however, the traffic is getting to be a problem. We need you to bring solutions to the traffic and congestion that causes accidents, delays and frustrations. We need problem solving.

Please help make our city better!

Yours truly,

A. Beidler
[2577 Jason Loop, Richland, WA](#)

ONeill, Shane

From: Mary Ann Nielsen <maryanns4@frontier.com>
Sent: Monday, February 12, 2018 10:26 AM
To: ONeill, Shane
Subject: Proposed zoning changes z2017-106, z2017-107

Mr. O'Neill,

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol until 2 AM just a block from the entrance to our neighborhood. The increased traffic, noise and crime will be bad enough; throwing drunk partiers into that mix will be a disaster for what is currently a nice, safe, and quiet neighborhood.

Thank you for your consideration and help!

Sincerely,

Mary Ann Nielsen

2713 Jason Loop, Richland, WA

ONeill, Shane

From: Lindsay Dammarell <lindsaydammarell@yahoo.com>
Sent: Monday, February 12, 2018 1:14 PM
To: ONeill, Shane
Subject: Concerned resident of Jason Loop

re: z2017-106, z2017-107

Mr. O'Neill -

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol [until 2 AM](#) just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; throwing drunk partiers into that mix will be a disaster for what is currently a nice, safe, and quiet neighborhood.

Thank you for your consideration and help!

Sincerely, Lindsay Dammarell 2613 Jason Loop Richland, Wa 99352

Sent from my iPhone

ONeill, Shane

From: Mark Swanson <mfs7591@yahoo.com>
Sent: Tuesday, February 13, 2018 6:25 AM
To: ONeill, Shane
Subject: zoning proposal

Mr. O'Neill -

As a home owners living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene which at present is a safe, quiet neighborhood full of children and people who work. The proposal is an insult to our community and shows a complete lack of concern for the future of the Horizon Heights community. We do not want or need a restaurant serving alcohol until 2 AM just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; throwing drunks who often include drugs into that mix will be a disaster. However decisions like these are often made when there is enough money to influence the better judgement of society. Please consider your plans and relocate this project to an area like Duportail where there is ample parking every evening. This is currently a nice, safe, and quiet neighborhood that already has parking problems for families to raising their children. Don't screw it up. Personally, I am sure that my wife and I would undoubtedly end up leaving.

Thank you for your consideration and help!

Sincerely,

Mark & Coka Swanson

2740 Jason Loop, Richland, WA

ONeill, Shane

From: Heather Coleman <hmc22@hotmail.com>
Sent: Tuesday, February 13, 2018 9:27 AM
To: O'Neill, Shane
Subject: Jericho Road Rezoning

Good Morning,

My name is Heather Coleman and I own the home at [2589 Jason Loop](#) in Richland. It's come to my attention that a rezoning proposal has been submitted for the property across the street from our Horizon Heights neighborhood to allow for not just a restaurant but a bar/nightclub establishment. I would like to make my voice heard that I'm entirely opposed to such an action and do not want this type of business, noise, or nightclub atmosphere so near to my home.

This would increase traffic on Jericho, as well as placing easily accessible alcohol and a nightclub environment directly behind a halfway house which could increase the crime in our neighborhood as well as set the individuals in that halfway house up for failure. The noise and decreased property values are also a major concern.

I respectfully request that you please reject any rezoning of these properties in the Jericho Road area.

Thank you for your time and consideration of our neighborhood and our property values!

Respectfully,
Heather Coleman
[360-303-1740](tel:360-303-1740)

Sent from my iPhone

ONeill, Shane

From: Sharon Libby <libbybear@charter.net>
Sent: Tuesday, February 13, 2018 11:18 AM
To: O'Neill, Shane
Subject: Zoning

Attn: Shane O'Neill:
Regarding file number Z2017-106 Z2017-107

We are totally against the rezoning on Jason Loop and Jericho.
We don't need to turn Jason Loop, Jericho and Keene into another congested area! There is so much congestion in our area right now and we don't really need any more.
I'm sure this will affect our property value and we don't need more houses; not to mention the noise, crime and increased traffic. Around 7-8 a.m. there are times we have to wait 20-30 minutes now just to be able to get to the freeway. Do we really need more traffic in this area?
Please consider others when you make these decisions and do not rezone this area.
Regards, Rick and Sharon Libby

O'Neill, Shane

From: Laurie Hutton <hutlka9@gmail.com>
Sent: Tuesday, February 13, 2018 12:45 PM
To: O'Neill, Shane
Subject: Re: rezoning request Z2017-106 Z2017-107

Mr. O'Neill-

As I study the potential location of a restaurant that could be serving alcohol until 2am, I realize that my two bedroom windows will face right square on with the restaurant. I open bedroom windows at night and need to retire early at night and get up early for work. If needed, I will call the police if there is a noise disturbance of people or loud music. And I will do it every time it occurs that it disturbs my sleep. Personally, I don't understand the location choice for a restaurant by the developer when there is land further west on Keene that is in an area of other commercial development, not right by a housing community.

Thank you for your consideration and serious look into concerned citizens comments.

Laurie Hutton
2753 Jason Loop, Richland, WA

On Mon, Feb 12, 2018 at 8:26 AM, O'Neill, Shane <soneill@ci.richland.wa.us> wrote:

Your comment has been received.

Thank you,

Shane O'Neill

Senior Planner

942-7587

From: Laurie Hutton [mailto:hutlka9@gmail.com]
Sent: Monday, February 12, 2018 7:32 AM
To: O'Neill, Shane <soneill@ci.richland.wa.us>
Subject: rezoning request Z2017-106 Z2017-107

To: Shane O'Neill, Richland Planner
soneill@ci.richland.wa.us

From: A concerned resident of [2753 Jason Loop](#)
re: z2017-106, z2017-107

Mr. O'Neill -

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol until 2 AM just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; throwing drunk partiers into that mix will be a disaster for what is currently a nice, safe, and quiet neighborhood.

Thank you for your consideration and help!

Sincerely,

Laurie Hutton

[2753 Jason Loop, Richland, WA](#)

ONeill, Shane

From: Delores lundy <dellundy@gmail.com>
Sent: Tuesday, February 13, 2018 4:15 PM
To: O'Neill, Shane
Cc: soneil@co.Richland.wa.us
Subject: Rezone of Jericho and Keene

Mr O'Neill,

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol until 2 am just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; throwing drunk partners into the mix will be a disaster for what is currently a nice, safe, and quiet neighborhood .

Thank you for your consideration and help!

Sincerely,

Delores Lundy
2720 Jason Loop

Sent from my iPhone

ONeill, Shane

From: Denise Kirwan-Pitney <dlkp@me.com>
Sent: Tuesday, February 13, 2018 6:06 PM
To: O'Neill, Shane
Subject: Re: Z2017-106 z2017-107

Dear Mr. O'Neill,

We, the Board of Directors for the Country Ridge Homeowners Association, want to register our extreme dismay and objections to the possible re-zoning of the property across Keene Rd. from Country Ridge. A number of our homeowners attended the January 25th hearing for this re-zoning, only to find out that the developer didn't bother to show up.

At our Board meeting the other night we again had a number of homeowners present who expressed their concerns about this possible re-zoning and their intention to attend the re-scheduled hearing on February 22nd.

Please let the record show that the homeowners and the Board of Directors in the Country Ridge Homeowners Association are vehemently opposed to changing the zoning from C-1 to C-3 in that area across from our neighborhood.

Thank you for your consideration.

Sincerely,

Denise Kirwan-Pitney,
Dr. Ron Marsh,
Dr. Richard Long,
Dennis Reynold,
Mark Prytherch,
Sue Duffy

ONeill, Shane

From: Graham MacLean <macleansemail@gmail.com>
Sent: Tuesday, February 13, 2018 7:03 PM
To: ONeill, Shane
Cc: Denise Kirwan-Pitney
Subject: Z2017-106, Z2017-107

Hello Mr. O'Neill,

I am a homeowner in Country Ridge Estates, and my property backs up to Keene Rd. My wife and I are very opposed to changing the zoning for the property along Keene Rd. to C-3. We have already suffered property value loss and considerable increase in noise due the expansion of Keene Road. We do not want the additional increase in traffic, noise, and potentially crime that will come with rezoning.

Thank you for your attention to this matter, and for your work on behalf of Richland residents.

Sincerely,

Graham MacLean
1113 Foxtrot Lane
509-212-8272

ONeill, Shane

From: Mary Banks <Banksmary1@msn.com>
Sent: Tuesday, February 13, 2018 7:15 PM
To: O'Neill, Shane
Subject: RE: Rezone Public Hearing Notice

master file #'s Z2017-106 & Z2017-107

Greg Markel's proposal to rezone the property on Keene Road across the street from Country Ridge Residential Neighborhood from the current and established C-1 zone should be not approved by the planning commission.

Chapter 23.22 pertaining to commercial zoning districts states that under the current C1 classification, the neighborhood retail business use district is a limited zoning which primarily provides retail products and services for the convenience of nearby neighborhoods with minimal impact to the surrounding residential area. Businesses that benefit and serve the immediate neighborhood, such as coffee shops, mini marts, medical offices are beneficial with minimal impact to our Country Ridge and surrounding neighbors. By beneficial, I mean their business will not in any way deter from the property values of the neighborhood or impinge on the repose of the neighborhood. The C1 zoning is more restrictive than C3 (General Business) for a reason. To minimize the impact to the surrounding residential neighborhood. A C-1 business must conform to the requirements of Chapter 173-60 WAC, Maximum Environmental Noise Levels. Lighting, shall be shielded or arranged so as not to reflect or cause glare to extend into any residential districts

The lighting, noise levels, building height, size, setbacks, building structure of C-3 zones do not fit into or benefit the general immediate residential neighborhood. In addition, the C-3 business that developer Greg Markel is proposing; a nightclub, would inflict excess noise from the property which would be considered a nuisance under the RMC Chapter 9.16 Public Nuisance Noise Prohibited.

A C-3, (General Business) zoning could mean that within 150 feet of our Country Ridge homes we could see drinking establishments, i.e. a bar, tavern or nightclub that serve alcohol until 2am, warehouses and distribution facilities, major automotive repair, a homeless shelter, public campgrounds, hotel or motel, farm equipment and supplies sales, manufactured home sales lot, used car sale lot, towing and vehicle impound lot. The restrictions of a C-1 Neighborhood Retail Business would not allow the undesirable business and any restaurant/drinking establishments must close its doors by 11pm and have limited outdoor seating and less than 5000 feet of inside floor space. The C-3 business can exceed all these criteria. Our home is located on the corner of Country Ridge Dr. and Foxtrot Lane, and we can hear the music from Bookwalter Winery which is a straight 1/2 mile from us. This is 3 times the distance of the proposed nightclub. We can hear this music inside our house with the windows shut. Fortunately, Bookwalter only has outdoor parties once during the summer. The noise emanating from a tavern would not stop at our property lines. There are many homes along Saddle Way, Appaloosa Way that are 150 feet away from Markel's property that will also be severely impacted by nuisance noise. The surrounding terrain rises up in height starting at Jericho Road and continues rising all the way up to the top of Badger Mountain. This physical feature is such that it acts like an amphitheater; the noise rises up as the terrain rises and it funnels up through the open areas to the existing homes.

To have a lounge with outdoor music and dancing every summer night until 2am that I would have to listen to that is 800 feet from my home would be unbearable. This factor by itself would violate RMC Chapter 9.16 Public Nuisance Noise Ordinance which states that any noise that unreasonably disturbs or interferes with the peace, comfort and repose of another person is prohibited. This includes noise made by musical instruments, sound amplifiers, jukebox, radio, TV or other similar devices which emanates from a building, structure or property between the hours of 9pm and 7am so as to be audible greater than 50 feet from the building, structure or property.

There is also a community walk path that runs right in front of the property that Mr. Markel wants to rezone. It is used regularly all year long. In the summer months many families with small children walk and ride their bikes along this path. Do we really want them to be subject to loud, obnoxious music from a local nightclub? (

Greg Markle has closed a business in downtown Richland recently. What is to prevent him from closing this proposed business in our neighborhood? Then some other developer could buy it and put in other undesirable businesses as stated above. In essence, Markle is trying to increase his property value on the backs of the residents of Country Ridge.

The following questions need to be addressed and answered to the satisfaction of the community:

How will the proposed land use impact the traffic? We do not want Keene Road to become another Road 68.

What is the purpose of the rezone and does this rezone and subsequent proposal fit into the general neighborhood community?

Where will the entrances and exits be?

What about this business will benefit the neighborhood and surrounding community?

Can Markel's business be located elsewhere? Why this specific piece of property?

Given that we do not know the answers to these questions I believe we can not allow a rezone from C1 to a C3.

Sincerely and Respectfully,

Dave and Mary Banks

1110 Country Ridge Dr.

Richland, WA

Sent from [Mail](#) for Windows 10

From: [ONeill, Shane](#)

Sent: Tuesday, January 30, 2018 4:57 PM

To: jeffmartysworld@yahoo.com; [david.ashley; REECEHAMM@gmail.com](mailto:david.ashley@reecehamm.com); Spencer.Peterson@yahoo.com; LACL53@aol.com; WRCALUSA@aol.com; jonputz74@gmail.com; abjpestes@charter.net; Banksmary1@msn.com; tloleson@aol.com; suereinhardt@att.net; doubledovemkb@gmail.com; w.d.reinhart@att.net; DLKP@one.com

Subject: Rezone Public Hearing Notice

Hello everyone,

With regard to the rezone application(s) (master file #'s Z2017-106 & Z2017-107) for the sites on Jericho Road and Keene Road, I am sending notice of public hearing to be held on **February 22nd** at 6pm in the Council Chambers. Feel free to provide your comment letters to me directly by responding to this email. Comments received on or before

February 14th will be incorporated into the staff report for review by the Hearing Examiner; all other comments will be provided to the Hearing Examiner during the hearing.

Thank you,

Shane O'Neill

Senior Planner

City of Richland

(509)942-7587

**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, **February 22, 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.

ONeill, Shane

From: david ashley <davidjamesashley@msn.com>
Sent: Tuesday, February 13, 2018 8:36 PM
To: O'Neill, Shane
Subject: FW: Rezoning application Keene Road

Sent from [Mail](#) for Windows 10

From: [david ashley](#)
Sent: Tuesday, February 13, 2018 8:28 PM
To: soneil@ci.richland.wa.us
Subject: Rezoning application Keene Road

Attn: Shane O'Neil, Senior Planner soneil@ci.richland.wa.us

Reference Master file numbers z2017-106 z2017-107

As a homeowner in Country Ridge I object to the proposed rezoning in the application. My main objection is that the types of buildings permitted, and hours of operation, are not suitable to this location across the street from a housing development

Commercial C-3 zoning permits a hotel, buildings up to 100 feet high, bars/restaurants serving alcohol till 2am, dancing, and potentially staying open all night. None of these are suitable for this location. Duportail is where these types of structures are currently located, and should not be located on Keene Road.

I understand that the applicant wishes to have two food establishments and two retail operations. While not desirable, I believe that these can be accommodated under the current C-1 zoning with the restriction that closing is required by 11 pm. Again, not desirable, but much better than a facility serving alcohol till 2 am and possibly staying open all night. The potential for late night trouble in Country Ridge is unnerving with C-3 zoning.

It is understood that the adjacent land was rezoned to C-3 to permit storage facilities. However, storage facilities are a much preferred neighbor than late night bars with dancing. Please do not permit this requested rezoning. I trust that you will act in the interests of the Country Ridge residents and not the specific undesirable interests of this land owner.

Respectfully submitted

David Ashley
2450 Saddle way
Richland

Sent from [Mail](#) for Windows 10

ONeill, Shane

From: Amy K Low <lowsonthego@mac.com>
Sent: Wednesday, February 14, 2018 6:50 AM
To: ONeill, Shane
Subject: Country Ridge - Please no business rezoning - master file number Z2017-106 z2017-107

Dear Shane O-Neill,

This is a letter expressing opposition to possible changes in zoning near our Country Ridge neighborhood. My husband and I purchased our home in Country Ridge 7 years ago and do not want the property across Keene from our neighborhood rezoned into a business district.

We are concerned that changing the zoning to business zoning (Z2017-106 z2017-107) will:

- **reduce our neighborhood property values**
- **increase traffic out of our neighborhood- which is worsening each year just with the new homes being built along Keene and adding a business there will make the traffic worse still.**
- **increase traffic at Jericho and Queensgate - This area is already terribly congested. Adding a business on Jericho will add considerable traffic to an already congested area. It is yet to be determined if traffic circle(s) and the duportail bridge will reduce congestion. But, re-zoning the area to a business district at this time seems unwise and premature, as it will undoubtedly add more traffic to an already bad area.**
- **increase crime and noise**
- **create a road 68 environment**
- **make the bike/foot path on Keene unsafe for our kids due to increased traffic from businesses**
- **bring late night (drunk) trespassers after close of business coming to our neighborhood to hang out at the park and jump the fence to use the pool**

We obviously cannot move our home or neighborhood to protect our home values and family environment. But, we sincerely hope that the city planners will take our concerns to heart. I believe there are plenty of places already zoned for business that it is not necessary to change zoning across from Country Ridge neighborhood by Keene and Jericho. Changing zoning would forever change our neighborhood, increase traffic, and would decrease our property values. Please protect our family and our home and do not rezone the area by Keene and Jericho into a business district!

Thank you for your time and service to Richland.
Sincerely,

Amy and Corey Low
1107 Bridle Drive

Richland, WA 99352

ONeill, Shane

From: Tom Cleaves <cleavesmd@yahoo.com>
Sent: Wednesday, February 14, 2018 7:20 AM
To: O'Neill, Shane
Subject: Don't Rezone!!

Mr. O'Neill,

I am a resident of the Country Ridge community in Richland, WA. I am writing in regards to the C3 zoning hearing on the 22nd of February for the land across Keene from our Country Ridge neighborhood. The master file number is Z2017-106 z2017-107. I want to express my concern about the negative impact on our community with this re-zoning. These include but are not limited to increased traffic in an already congested intersection area, unsavory characters near our neighborhood at night, and even a drop in home values. We moved back to this area after 15 years away. We moved back for the slow pace of life here in the tri cities and the safety of this great neighborhood. Please take my concerns into consideration and don't change the zoning across the street from our neighborhood.

V/R,
Dr. John Cleaves

ONeill, Shane

From: Sumner, Tim P <Tim.Sumner@pnnl.gov>
Sent: Wednesday, February 14, 2018 7:46 AM
To: ONeill, Shane
Subject: Proposed Zoning change

Mr. Richland City Planner,

I am writing this letter because I am very concerned about the proposed change to allow alcohol so close to my neighborhood. This business that is requesting this change is less than a block from the only entrance to our neighborhood and just the traffic, noise, and the crime it will bring alone, is very concerning to me. Add alcohol to the mix along with drunken parties is a recipe for disaster. This neighborhood is a quiet, peaceful place that we have enjoyed raising our kids in and am NOT happy that the city of Richland is entertaining the idea of rezoning to allow such a disturbance so close to our homes. Please do NOT grant this petition to change the zone!

Thank you for your assistance in this manner

Sincerely,

Tim Sumner

2685 Jason Loop, Richland WA

ONeill, Shane

From: Leaf Fael <mymmerbee@gmail.com>
Sent: Wednesday, February 14, 2018 8:16 AM
To: O'Neill, Shane
Subject: Zoning

Mr. Shane O'Neill,

I am requesting that the area of Keene and Queensgate remain zoned C-1.

We recently moved away from a community that let developers dictate poor development practices, and, as a result home values decreased and so did the schools' standards.

Our choice to live in Richland was intentional. We believed the city valued the current development zones and/or home owners and wouldn't switch zoning for deep pocket developers.

Your time is appreciated!
Lisa Freeze

Exhibit 8

ONeill, Shane

From: Bill LaDow <ladowwg@gmail.com>
Sent: Wednesday, February 14, 2018 10:02 AM
To: ONeill, Shane
Subject: From: A concerned resident of 2717 Jason Loop re: z2017-106, z2017-107

Mr. O'Neill-

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol until 2 AM just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be bad enough; throwing drunk partiers into that mix will be a disaster for what is currently a nice, safe, and quiet neighborhood.

Thank you for your consideration and help!

Sincerely,

Bill LaDow

2717 Jason Loop, Richland, WA

ONeill, Shane

From: Knutson, Brad <Brad.Knutson@parsons.com>
Sent: Wednesday, February 14, 2018 10:44 AM
To: ONeill, Shane
Subject: Country Ridge Homeowner - Brad & Linda Knutson - Please reject rezoning proposal

Re: re-zoning hearing (2/22) for property across from Country Ridge – proposal to change zoning to C-3

Mr. O'Neill – we respectfully feel the impact of changing subject property zoning to C-3 (business district) presents several negative impacts to our residential area living conditions and home values. We've already experienced significantly increased traffic and noise due to the two-lane divided Keene roadway implemented by the city without adequate freeway access points for the growing neighborhoods west of Country Ridge that creates a bottleneck and congested intersection area (Keene / Queensgate) proximate to the area proposed for rezoning. The rezoning would only exacerbate the traffic and noise for business interests even into the late night hours in an already congested area. These conditions already negatively impact Country Ridge home values based on feedback from realtors and potential home buyers for our area. Businesses that stay open into late night and early morning hours serving alcohol also may not bring appropriate patrons to our neighborhood areas.

We do not want the property across the road from our neighborhood rezoned into a business district due to these negative impacts. Please reject this rezoning proposal on our behalf.

Thank you,

Brad and Linda Knutson
1120 Foxtrot Lane, Richland

ONeill, Shane

From: i»¿DuaSch <das51@frontier.com>
Sent: Wednesday, February 14, 2018 12:18 PM
To: ONeill, Shane
Subject: Rezoning: Z2017-106 z2017-107

Mr. O'Neill

As a Country Ridge Homeowner I am opposed to rezoning the area to C-3 (ref: Z2017-106 z2017-107) that is along Keene Road across from Country Ridge. I don't feel the desires of a developer should be heard and heeded above the desires of long time residents of the impacted area.

DA Schulz
1119 Appaloosa Way
Richland, WA

ONeill, Shane

From: w.d.reinhart <w.d.reinhart@att.net>
Sent: Wednesday, February 14, 2018 1:21 PM
To: ONeill, Shane; suereinhart@att.net; W D. REINHART
Subject: Re: Rezone Comments - master file #'s z2017-106, z2017-2017-107

Hello Shane,

Sue and I are Country Ridge residents of 9 years. Our view is that the proposed rezoning should not occur. We believe our community and surrounding zoning restrictions meet the current and future needs for long term growth. Our neighborhood attracts well educated higher income families due to its low crime rate, easy access to retail and family entertainment, and country living atmosphere. Our property values are rising as people notice the quality of life here.

Please don't go backwards with the surrounding land use. Storage units and all night dance halls typically move on as light industry moves in, sometimes with new businesses seeking professionals from local communities. Country Ridge has many residents interested in maintaining and improving our community standards, as does the City of Richland.

Doug & Sue Reinhart

Sent from my Galaxy Tab A

----- Original message -----

From: "ONeill, Shane" <soneill@CL.RICHLAND.WA.US>
Date: 1/30/18 4:57 PM (GMT-08:00)
To: jeffmartysworld@yahoo.com, david ashley <davidjamesashley@msn.com>, REECEHAMM@gmail.com, Spencer.Peterson@yahoo.com, LACL53@aol.com, WRCALUSA@aol.com, jonputz74@gmail.com, abjpestes@charter.net, Banksmary1@msn.com, tloleson@aol.com, suereinhart@att.net, doubledovemkb@gmail.com, w.d.reinhart@att.net, DLKP@one.com
Subject: Rezone Public Hearing Notice

Hello everyone,

With regard to the rezone application(s) (master file #'s Z2017-106 & Z2017-107) for the sites on Jericho Road and Keene Road, I am sending notice of public hearing to be held on **February 22nd** at 6pm in the Council Chambers. Feel free to provide your comment letters to me directly by responding to this email. Comments received on or before February 14th will be incorporated into the staff report for review by the Hearing Examiner; all other comments will be provided to the Hearing Examiner during the hearing.

Thank you,

Shane O'Neill

Senior Planner

City of Richland

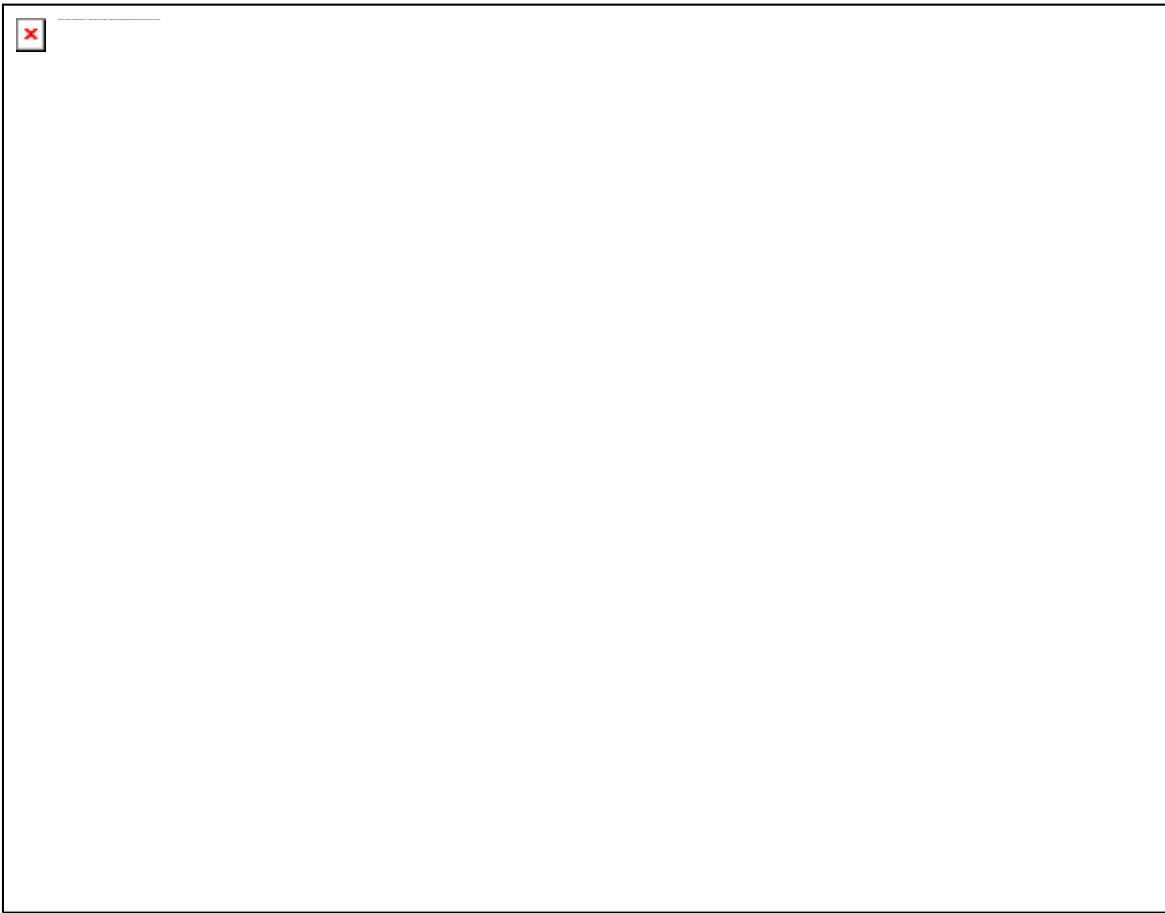
(509)942-7587

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, **February 22, 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.



ONeill, Shane

From: suereinhart <suereinhart@att.net>
Sent: Wednesday, February 14, 2018 1:51 PM
To: O'Neill, Shane
Subject: Fwd: RE-ZONING - MASTERFILE #s Z2017-106 & Z2017-107

Sent from my Verizon 4G LTE smartphone

----- Original message -----

From: Susan Reinhart <suereinhart@att.net>
Date: 2/9/18 3:07 PM (GMT-08:00)
To: Susan Reinhart <suereinhart@att.net>
Subject: RE-ZONING - MASTERFILE #s Z2017-106 & Z2017-107

Shane

Thank you for this opportunity to comment on the proposed rezoning applications sites on Jericho and Keene Road.

Country Ridge has been and continues to be one of the most desirable neighborhoods in the Tri Cities. With its safe family friendly appeal, quiet walking and horse trails, open green belt areas and appreciation for nature. The city of Richland has already identified our area as a traffic problem by approving two new roundabouts to be installed in the near future. Changing the zoning will only complicate this problem. We need a greater long term growth investment solution for the community, not a quick buck investment just to fill our open land. By keep the zoning to C-1, this will continue to promote neighborhood store fronts, with local restaurants, shops and cafés. Let's continue to be a model by enhancing our beautiful walking and bike paths with the European style atmosphere that big cities have recognized as the future. We can be the first to demonstrate how home owners and City Planners can work together to make our area a unique place to live and want to move to.

Sue Reinhart, 1107 Appaloosa Way, Richland

ONeill, Shane

From: MARK FREEMAN <Mark-Freeman@msn.com>
Sent: Wednesday, February 14, 2018 3:15 PM
To: ONeill, Shane
Subject: Proposed zoning change from C-1 to C-3 on Keene and Jericho roads.

Mr. O'Neill, Richland Planner

As a concerned home owner on 2745 Jason Loop, please do **NOT** grant a zoning change from **C-1** to **C-3** to the developer who wants to build a restaurant/night club which serves alcohol until 2 am. I know development is inevitable, and I do not have a problem with a family restaurant that would close at 11pm. But I do not want the extra noise and traffic after 11pm created by this "night club" style restaurant literally in my back yard! Please help us preserve our nice, quiet, safe and family friendly neighborhood. I'm sure you would want the same in your neighborhood!

Sincerely,
Mark Freeman

Sent from [Outlook](#)

ONeill, Shane

From: Reece Hamm <reecehamm@gmail.com>
Sent: Wednesday, February 14, 2018 6:00 PM
To: O'Neill, Shane; Reece Hamm
Subject: Fwd: Rezoning application Keene Road

On Wed, Feb 14, 2018 at 5:56 PM, Reece Hamm <reecehamm@gmail.com> wrote:

Attn: Shane O'Neil, Senior Planner

Reference Master file numbers z2017-106 z2017-107

As a homeowner in Country Ridge I object to the proposed rezoning for the desire of this applicant. My main objection is that the types of buildings permitted, and hours of operation, are not suitable to this location across the street from a housing development. Why can't this stay as it was originally zoned? Why cant a C3 zoning go in next to Dairy Queen on Duportail? It really seems like a forced fit, and an increase in late night traffic in and out disturbing surrounding neighborhoods. Duportail has no residential and seems the most appropriate fit for C3 especially a bar open into the wee hours of the morning, serving alcohol. I plead with you to not allow this rezoning to take place and to encourage them to move it to a more suitable location away from families, homes, churches and bike paths.

Commercial C-3 zoning permits a hotel, buildings up to 100 feet high, bars/restaurants serving alcohol till 2am, dancing, increased violence, particularly gun violence mixing with alcohol, and potentially staying open all night, just to name a few. None of these are suitable for this location. Duportail is where these types of structures are currently located, and should not be located on Keene Road.

I understand that the applicant wishes to have two food establishments and two retail operations. While not desirable, I believe that these can be accommodated under the current C-1 zoning with the restriction that closing is required by 11 pm. Again, not desirable, but much better than a facility serving alcohol till 2 am and possibly staying open all night. The potential for late night trouble in Country Ridge is unnerving with C-3 zoning. I can not see any reason whatsoever to change this zoning from C1. I hope you do not see ANY reason for this rezoning to take place, especially since it is across the street on Jericho from a church.

It is understood that the adjacent land was rezoned to C-3 to permit storage facilities. However, storage facilities are so much preferred than late night bars with dancing, loud music, traffic and possible increase in gangs and weapons mixed up with alcohol. Please do not permit this requested rezoning. I trust that you will protect the integrity of this area and homes in and around Country Ridge and its residents and not the specific undesirable interests of this land owner/developer. If this zoning was to ever change, it opens up so many changes to take place as bars open and close down constantly. C1 would be more stable and insignificant changes could take place almost going unnoticed. Please reconsider not changing this to a C3 for the sake of all of the Richland and Tri City residents.

I look forward to meeting you at the rezoning meeting.

Respectfully submitting to you,

Reece Hamm, Realtor

Country Ridge

ONeill, Shane

From: Amanda Nida <amanda_nida@outlook.com>
Sent: Thursday, February 15, 2018 6:24 AM
To: ONeill, Shane
Subject: re: z2017-106, z2017-107

From: A concerned resident of 2518 Jason Loop

Mr. O'Neill -

As a home owner living on Jason Loop, I strongly urge you to NOT grant the petition to change zoning on Jericho and Keene. We do not want or need a restaurant serving alcohol [until 2 AM](#) just a block from the entrance to our neighborhood. The increased traffic, noise, and crime will be unwelcome for what is currently a nice, safe, and quiet neighborhood where we raise our young children.

With so many other great development and building locations along Keene to utilize, putting a restaurant/dance club so close to our residential area seems unnecessary and will likely drive down the property value to our homes that we have worked hard and take pride in maintaining.

Thank you for your consideration and we look forward to attending the meeting regarding this matter.

Sincerely,

Amanda and Levi Nida
[2518 Jason Loop, Richland, WA](#)

ONeill, Shane

From: Troy Feathers <troy@remcon1.com>
Sent: Thursday, February 15, 2018 8:35 AM
To: O'Neill, Shane
Subject: Zoning Change Jerico Road

As a resident of the Jason Loop community I would like to express my concerns about music and party venue in the middle of a residential area , besides the late night noise as well as the intoxicated people entering and leaving the site, the City has not made the improvements to infrastructure to remotely accommodate the current traffic load.

Troy Feathers
2674 Jason Loop
Richland WA.

Troy Feathers
Remcon Inc.
Troy@remcon1.com
253-677-0418



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 30-18, Increasing 2018 Budget Appropriations in the Water Fund

Department:
Public Works

Ordinance/Resolution Number:
30-18

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 30-18, increasing the 2018 budget appropriation in the Water Fund.

Summary:

On April 1, 2018, Filter No. 6 at the Water Treatment Plant suffered a structural failure requiring its removal from service. The loss of Filter No. 6 removes 1/8 of the Treatment Plant's treatment capacity. Repairs are needed to restore the full resiliency of the Treatment Plant. At its June 5, 2018 meeting Council approved Ordinance No. 29-18, which authorized expedited purchasing procedures to accelerate the repairs.

The approved 2018 budget did not include funds to address this emergency condition or for structural repair of the Water Treatment Plant filters. Proposed Ordinance No. 30-18 will provide budget authority to complete the repairs. There are sufficient unappropriated funds available in the Water Fund to support the required budget adjustment.

After conducting a public hearing, Council approved first reading of this ordinance at its June 5, 2018 meeting. No testimony was received at the hearing. Staff recommends approval of Ordinance No. 30-18 for second reading and passage.

Fiscal Impact: Water Fund appropriation will increase by \$500,000. The funds will come from Water Fund beginning fund balance which has a current balance of \$4,007,108.

Attachments:

I. Ordinance No. 30-18

ORDINANCE NO. 30-18

AN ORDINANCE of the City of Richland amending the 2018 Budget to provide for additional appropriations in the City's Water Fund.

WHEREAS, on November 21, 2017, the Richland City Council passed Ordinance No. 49-17 approving the 2018 Budget; and

WHEREAS, on April 1, 2018, Filter No. 6 at the Water Treatment Plant suffered a structural failure requiring removal from service; and

WHEREAS, the loss of Filter No. 6 removes one-eighth of the Treatment Plant's treatment capacity; and

WHEREAS, repairs to the Treatment Plant are needed to restore the full resiliency of the Treatment Plant; and

WHEREAS, the condition referenced above constitutes an emergency as declared by Ordinance No. 29-18; and

WHEREAS, the approved 2018 budget does not include funds to address such an emergency; and

WHEREAS, the 2018 Water Fund budget does not include appropriated funds for structural repairs of the Water Treatment Plant filters; and

WHEREAS, sufficient unappropriated funds are available in the Water Fund to support the required budget adjustment; and

WHEREAS, on June 5, 2018, a public hearing was held pursuant to RCW 35.33.091 regarding the increase in appropriations from beginning fund balance in the Water Fund.

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

Section 1. Facts Constituting Emergency. The expenses contained within this ordinance were not anticipated when the 2018 budget was approved.

Section 2. Declaration of Public Emergency. Due to circumstances described above, the City Council declares that a public emergency exists in the Water Fund.

Section 3. Amendment of the 2018 Budget. The 2018 Budget is hereby amended to provide additional appropriations in the Water Fund from unappropriated fund balance as follows:

Water Fund

Current Appropriation: \$23,657,457

Increase in Appropriation: \$ 500,000

Amended Appropriation: \$24,157,457

Section 4. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of June, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: June 24, 2018



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 26-18, Approving the Sale of Surplus Property and Equipment

Department:

Administrative Services

Ordinance/Resolution Number:

26-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 26-18, declaring the items in Exhibit A as surplus to the City's needs, and authorizing staff to dispose of the equipment and items in a manner most advantageous to the City.

Summary:

From time to time, as City equipment and other personal property reaches the end of its useful life, the property is removed from service and disposed of according to Chapter 3.08 of the Richland Municipal Code (RMC) regarding disposition of City-owned personal property. RMC 3.08 requires Council approval for disposition of items purchased for use in a utility or having an estimated salvage value of over \$5,000.

The listed equipment and items in Exhibit A to Resolution No. 26-18 are determined to be excess to the City, and are ready for disposition in accordance with RMC 3.08.

Staff recommends approval of Resolution No. 26-18.

Fiscal Impact:

Yes

Proceeds from the sale of these surplus items will be deposited into the appropriate fund that the equipment originated from.

Attachments:

I. Resolution No. 26-18

RESOLUTION NO. 26-18

A RESOLUTION of the City of Richland declaring certain vehicles and equipment surplus to the City's needs.

WHEREAS, the Richland City Council, as legislative authority of the City of Richland, has determined that certain vehicles and equipment are surplus to the City's needs.

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

Section 1. The City Council finds and declares that certain vehicles and equipment as listed on the attached **Exhibit A** are no longer needed and are therefore surplus to the City's needs.

Section 2. Staff is hereby authorized to sell or dispose of said equipment on behalf of the City.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of June, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

EXHIBIT A to Resolution No. 26-18

CITY ID NO.	SERIAL OR VIN NO.	YEAR / ID #	QTY	EST. TOTAL VALUE	DIVISION	ITEM DESCRIPTION
3228	1HTSDADR-X2H410744	2001	1	\$5,000.00	ENERGY SERVICES-PWR OPS	INTERNATIONAL 4900 VACUUM TRUCK
3211	1HTSDADR-1YH248964	2000	1	\$5,000.00	PW-WASTE WATER	INTERNATIONAL 4900 SEWER JET TRUCK
N/A			2	\$100.00	ENERGY SERVICES-ENERGY EFF	MANOMETERS
N/A			1	SCRAP	ENERGY SERVICES-ENERGY EFF	LIGHT-IN DISPLAY
N/A			1	\$50.00	ENERGY SERVICES-ENERGY EFF	RED BLOWER DOOR/ FRAME & /BLACK CASE
N/A			1	\$150.00	ENERGY SERVICES-ENERGY EFF	BLOWER FAN
N/A			6	\$15.00	ENERGY SERVICES-ENERGY EFF	DUCT SEAL TAPE
N/A			1	\$5.00	ENERGY SERVICES-ENERGY EFF	FLOW HOOD
N/A			1	\$10.00	ENERGY SERVICES-ENERGY EFF	BLACK & DECKER DRILL/ BLACK CASE
N/A			1	\$250.00	ENERGY SERVICES-ENERGY EFF	DUCT BLASTER/ GREEN DUFFLE
N/A			1	\$5.00	ENERGY SERVICES-ENERGY EFF	DATA LOGGERS
N/A			1	\$10.00	ENERGY SERVICES-ENERGY EFF	SMART COM PACK
N/A			1	\$5.00	ENERGY SERVICES-ENERGY EFF	SOLAR SITE SELECTOR
N/A			1	\$5.00	ENERGY SERVICES-ENERGY EFF	CLEAR & BLACK MIL PLASTIC
N/A			1	\$10.00	ENERGY SERVICES-ENERGY EFF	BOX / MISC TOOLS/ METERS
N/A			1	\$5.00	ENERGY SERVICES-ENERGY EFF	PRESSURE PAN SMALL & LARGE
N/A			1	SCRAP	ENERGY SERVICES-ENERGY EFF	MINNEAPOLIS BLOWER DOOR METER
N/A			2	\$400.00	ENERGY SERVICES-ENERGY EFF	TRU FLO PLATES
In List			2	SCRAP	ENERGY SERVICES-PWR OPS	3M CANOGA LOOP DETECTOR
In List			11	\$430.37	ENERGY SERVICES-PWR OPS	ANTENNAS - VARIOUS
In List			1	\$16.06	ENERGY SERVICES-PWR OPS	BUTTON GE PE 19C321643-P1 PE
In List			4	\$245.26	ENERGY SERVICES-PWR OPS	CABLE G E MASTR II POWER/CONTRO/SYSTEM
In List			12	\$92.79	ENERGY SERVICES-PWR OPS	CAPACITOR/CAP VARIOUS
In List			1	\$18.67	ENERGY SERVICES-PWR OPS	CARTRIDGE DESKON RECEIVER P755

EXHIBIT A to Resolution No. 26-18

CITY ID NO.	SERIAL OR VIN NO.	YEAR / ID #	QTY	EST. TOTAL VALUE	DIVISION	ITEM DESCRIPTION
In List			1	\$38.60	ENERGY SERVICES-PWR OPS	CASE FR ONT MIC ASSY, MASTR II,
In List			13	\$35.31	ENERGY SERVICES-PWR OPS	CHOKE G E RF - VARIOUS
In List			14	\$226.95	ENERGY SERVICES-PWR OPS	COIL GE - VARIOUS
In List			6	\$104.34	ENERGY SERVICES-PWR OPS	CONNECT GE/CONTACT GE - VARIOUS
In List			64	\$3,343.78	ENERGY SERVICES-PWR OPS	CONTROLS-EAGLE/EF - VARIOUS
In List			2	\$167.82	ENERGY SERVICES-PWR OPS	CRYSTAL GE FILTER, MASTR/PE
In List			10	\$115.26	ENERGY SERVICES-PWR OPS	DIODE G E - VARIOUS
In List			5	SCRAP	ENERGY SERVICES-PWR OPS	EF20 TRAFFIC CONTROLLER
In List			1	\$26.25	ENERGY SERVICES-PWR OPS	FILTER VEHICLE NOISE REDUCTION
In List			2	\$44.72	ENERGY SERVICES-PWR OPS	FITTING CLAMP,POLE,STEEL 4 1/2
In List			1	\$6.90	ENERGY SERVICES-PWR OPS	FLASHER EAGLE CAPACITOR .25 UF
In List			3	10.72	ENERGY SERVICES-PWR OPS	FUSE GE KIT/SLEEVE/WIRE
In List			1	\$0.75	ENERGY SERVICES-PWR OPS	GASKET RUBBER - LARSEN RG
In List			1	SCRAP	ENERGY SERVICES-PWR OPS	GE MVS MOBILE RADIO
In List			1	SCRAP	ENERGY SERVICES-PWR OPS	GE TONE REMOTE
In List			20	\$786.32	ENERGY SERVICES-PWR OPS	IC GE - VARIOUS
In List			4	\$53.18	ENERGY SERVICES-PWR OPS	INSULAT OR GE - VARIOUS
In List			2	\$71.60	ENERGY SERVICES-PWR OPS	KIT GE KIT/MASTER
In List			2	\$5.89	ENERGY SERVICES-PWR OPS	KNOB GE - VARIOUS
In List			1	\$31.95	ENERGY SERVICES-PWR OPS	LATCH G E 19B226874P1 PE FAST C
In List			5	\$101.97	ENERGY SERVICES-PWR OPS	LED GE - VARIOUS
In List			3	SCRAP	ENERGY SERVICES-PWR OPS	LOOP AMP
In List			1	SCRAP	ENERGY SERVICES-PWR OPS	MDS RADIO
In List			3	\$125.12	ENERGY SERVICES-PWR OPS	MIC GE DESKON/CORD - VARIOUS

EXHIBIT A to Resolution No. 26-18

CITY ID NO.	SERIAL OR VIN NO.	YEAR / ID #	QTY	EST. TOTAL VALUE	DIVISION	ITEM DESCRIPTION
In List			2	\$108.27	ENERGY SERVICES-PWR OPS	MODULE GE - VARIOUS
In List			7	SCRAP	ENERGY SERVICES-PWR OPS	MOTOROLA RNET RADIO
In List			1	\$4.41	ENERGY SERVICES-PWR OPS	NAMEPLA TE GE NP270751-P8 MASTR
In List			4	SCRAP	ENERGY SERVICES-PWR OPS	OPTICOM DETECTOR
In List			3	\$187.61	ENERGY SERVICES-PWR OPS	PED ICC LENS/REFLECTORS
In List			7	\$46.62	ENERGY SERVICES-PWR OPS	POT GE - VARIOUS
In List			3	\$261.93	ENERGY SERVICES-PWR OPS	PROTECT OR GAS/LINE KITS
In List			2	\$160.14	ENERGY SERVICES-PWR OPS	RELAY G E - VARIOUS
In List			1	SCRAP	ENERGY SERVICES-PWR OPS	RENO LOOP AMP
In List			4	\$3.60	ENERGY SERVICES-PWR OPS	RESISTOR GE - VARIOUS
In List			3	\$25.78	ENERGY SERVICES-PWR OPS	SCREW G E - VARIOUS
In List			1	\$2.00	ENERGY SERVICES-PWR OPS	SIGN PU SH BUTTON FOR WALK SIGN
In List			1	\$3.90	ENERGY SERVICES-PWR OPS	SLEEVE INSERT FOR 4EY12 ANTENN
In List			5	\$5.79	ENERGY SERVICES-PWR OPS	SLUG, I RON CORE GE - VARIOUS
In List			2	\$11.35	ENERGY SERVICES-PWR OPS	SOCKET GE GE RELAY - VARIOUS
In List			10	\$339.97	ENERGY SERVICES-PWR OPS	SPEAKER GE - VARIOUS
In List			3	\$34.08	ENERGY SERVICES-PWR OPS	SPRING GE - VARIOUS
In List			1	\$3.22	ENERGY SERVICES-PWR OPS	SUPPRESS OR ALT. WHINE, GC 18-28
In List			9	\$222.42	ENERGY SERVICES-PWR OPS	SWITCH GE/P B/ SMITH - VARIOUS
In List			1	\$41.21	ENERGY SERVICES-PWR OPS	SWIVEL MPR BACK PLATE 19B23324
In List			1	SCRAP	ENERGY SERVICES-PWR OPS	TK790 MOBILE RADIO
In List			7	\$663.73	ENERGY SERVICES-PWR OPS	TRAFF LENS - VARIOUS
In List			12	\$374.50	ENERGY SERVICES-PWR OPS	TRANSFORM GE - VARIOUS
In List			32	\$672.56	ENERGY SERVICES-PWR OPS	TRANSIS GE - VARIOUS

EXHIBIT A to Resolution No. 26-18

CITY ID NO.	SERIAL OR VIN NO.	YEAR / ID #	QTY	EST. TOTAL VALUE	DIVISION	ITEM DESCRIPTION
In List			1	SCRAP	ENERGY SERVICES-PWR OPS	VARACTOR GE 19A115295-P1 PORTA
In List			2	\$49.78	ENERGY SERVICES-PWR OPS	VARISTOR GE/TRANSIENT
In List			1	\$3.68	ENERGY SERVICES-PWR OPS	WASHER GE 5493361-P5 PE CHARGE
In List			1	\$14.13	ENERGY SERVICES-PWR OPS	WIRE #2 8 TEFLON HOOK UP ASSORT
In List			1	SCRAP	ENERGY SERVICES-PWR OPS	ZETRON 1716 RSU
E4-LIST			19	\$700.13	ENERGY SERVICES-PWR OPS	ANCHOR SQUARES
E4-LIST			67	\$918.70	ENERGY SERVICES-PWR OPS	CLAMPS (PARALLEL/DE/AL)
E4-LIST			106	\$55.27	ENERGY SERVICES-PWR OPS	ADAPTERS,PVC,FEMALE
E4-LIST			173	\$2,641.76	ENERGY SERVICES-PWR OPS	RIGID ELBOWS
E4-LIST			13	\$13.53	ENERGY SERVICES-PWR OPS	CONN,INSULATED SPR SLEEVE, DNR
E4-LIST			22	\$730.72	ENERGY SERVICES-PWR OPS	CUTOUT 100/300 AMP
E4-LIST			24	\$4,186.41	ENERGY SERVICES-PWR OPS	SWITCH 600A LINE TAP BRIG. DNR
E4-LIST			407	\$3,573.67	ENERGY SERVICES-PWR OPS	FUSES - VARIOUS
E4-LIST			228	\$39.44	ENERGY SERVICES-PWR OPS	POLE TREATED WOOD DOWELS
E4-LIST			49	\$1,589.67	ENERGY SERVICES-PWR OPS	TERM, MOUNTING BRACKETS
E-5-LIST			3	\$35.52	ENERGY SERVICES-PWR OPS	BALLASTS RAP
E-5-LIST			18	\$7.01	ENERGY SERVICES-PWR OPS	BOLTS, TOGGLE
E-5-LIST			6	\$3.22	ENERGY SERVICES-PWR OPS	BOX 3" OCTAGONAL HANDY BOX,DNR
E-5-LIST			8	\$196.65	ENERGY SERVICES-PWR OPS	BREAKERS,CIRCUIT
E-5-LIST			2	\$5.26	ENERGY SERVICES-PWR OPS	BUSHING GROUNDING, 3-1/2", DNR
E-5-LIST			4	\$22.81	ENERGY SERVICES-PWR OPS	CORD CAP TWIST LOCK,4 POLE,DNR
E-5-LIST			1	\$20.28	ENERGY SERVICES-PWR OPS	CAPACITOR PROTECTIVE,3POLE DNR
E-5-LIST			416	\$175.20	ENERGY SERVICES-PWR OPS	CLAMPS - VARIOUS
E-5-LIST			14	\$371.37	ENERGY SERVICES-PWR OPS	COILS - VARIOUS

EXHIBIT A to Resolution No. 26-18

CITY ID NO.	SERIAL OR VIN NO.	YEAR / ID #	QTY	EST. TOTAL VALUE	DIVISION	ITEM DESCRIPTION
E-5-LIST			272	\$249.16	ENERGY SERVICES-PWR OPS	CONN, CORD BODY TWIST, CONTACT, CORD
E-5-LIST			20	\$12.77	ENERGY SERVICES-PWR OPS	COUPLINGS - VARIOUS
E-5-LIST			14	\$5.68	ENERGY SERVICES-PWR OPS	COVERS - VARIOUS
E-5-LIST			584	\$429.15	ENERGY SERVICES-PWR OPS	FUSES - VARIOUS
E-5-LIST			26	\$14.12	ENERGY SERVICES-PWR OPS	FUSEHOLDER BUSS
E-5-LIST			6	\$2.76	ENERGY SERVICES-PWR OPS	OUTLET BOX ADJUSTABLE BAR, DNR
E-5-LIST			2	\$3.74	ENERGY SERVICES-PWR OPS	LAMPHOLDER 1500W, 600V, DNR
E-5-LIST			21	\$10.94	ENERGY SERVICES-PWR OPS	LOCKNUT, GROUNDED, 1 1/4", DNR
E-5-LIST			11	\$5.14	ENERGY SERVICES-PWR OPS	LUG ALCU LUG, #2-#14 WIRE, DNR
E-5-LIST			1	\$15.75	ENERGY SERVICES-PWR OPS	MOTOR, ELECTRIC HEATER FAN DNR
E-5-LIST			103	\$63.64	ENERGY SERVICES-PWR OPS	NIPPLE - VARIOUS
E-5-LIST			6	\$4.95	ENERGY SERVICES-PWR OPS	WALL PLATE, 2-RECEPT,BROWN DNR
E-5-LIST			3	\$79.39	ENERGY SERVICES-PWR OPS	RELAY, SUBS
E-5-LIST			18	\$5.29	ENERGY SERVICES-PWR OPS	SOCKET, FLUOR SLIM LINE
E-5-LIST			19	\$33.40	ENERGY SERVICES-PWR OPS	STARTER STANDARD
E-5-LIST			197	\$4.33	ENERGY SERVICES-PWR OPS	STRAP, NAIL 1/2" DNR
E-5-LIST			3	\$183.69	ENERGY SERVICES-PWR OPS	SWITCH, LIMIT CLASS 9007, DNR
E-5-LIST			3	\$6.90	ENERGY SERVICES-PWR OPS	TERMINAL, BLOCK 6-CIRCUIT, DNR
E-5-LIST			1	\$4.60	ENERGY SERVICES-PWR OPS	TRANSFORMER 115V PRI 20V DNR
E6-LIST			32	\$720.20	ENERGY SERVICES-PWR OPS	RADIO SUPPLIES - ANTENNAS
E6-LIST			31	\$450.11	ENERGY SERVICES-PWR OPS	RADIO SUPPLIES - BATTERIES
E6-LIST			3	\$ 124.12	ENERGY SERVICES-PWR OPS	RADIO SUPPLIES - BOARD GE
E6-LIST			23	\$91.25	ENERGY SERVICES-PWR OPS	RADIO SUPPLIES - BRACKETS
E6-LIST			1	\$3.71	ENERGY SERVICES-PWR OPS	RADIO SUPPLIES - BUSHING

EXHIBIT A to Resolution No. 26-18

CITY ID NO.	SERIAL OR VIN NO.	YEAR / ID #	QTY	EST. TOTAL VALUE	DIVISION	ITEM DESCRIPTION
E6-LIST			35	\$60.53	ENERGY SERVICES-PWR OPS	RADIO SUPPLIES - BUTTONS
E6-LIST			23	\$789.60	ENERGY SERVICES-PWR OPS	RADIO SUPPLIES - CABLE
E6-LIST			52	\$225.23	ENERGY SERVICES-PWR OPS	RADIO SUPPLIES - COIL
E6-LIST			22	\$38.60	ENERGY SERVICES-PWR OPS	RADIO SUPPLIES CONNECTORS
E6-LIST			8	\$70.80	ENERGY SERVICES-PWR OPS	RADIO SUPPLIES - FILTER ALTERNATOR
E6-LIST			3	\$92.22	ENERGY SERVICES-PWR OPS	RADIO SUPPLIES - MIC GE
E6-LIST			4	\$60.52	ENERGY SERVICES-PWR OPS	RADIO SUPPLIES - RELAY
E6-LIST			20	\$1.70	ENERGY SERVICES-PWR OPS	RADIO SUPPLIES - SLUG IRON
E6-LIST			35	\$46.15	ENERGY SERVICES-PWR OPS	RADIO SUPPLIES - SOCKETS
E6-LIST			11	\$9.33	ENERGY SERVICES-PWR OPS	RADIO SUPPLIES - SPACERS
E6-LIST			2	\$31.13	ENERGY SERVICES-PWR OPS	RADIO SUPPLIES - SPEAKERS
E6-LIST			10	\$28.35	ENERGY SERVICES-PWR OPS	RADIO SUPPLIES - SWITCHES
E8-LIST			8	SCRAP	ENERGY SERVICES-PWR OPS	TRANSFORMER POLE MOUNT
E8-LIST			24	SCRAP	ENERGY SERVICES-PWR OPS	TRANSFORMER PAD
E1550120			344	\$48.85	ENERGY SERVICES-PWR OPS	CONDUCTOR, ACSR 2/0, QUAIL
E1550336			8576	\$6,784.13	ENERGY SERVICES-PWR OPS	CONDUCTOR, ACSR 336.4, LINNET,
E1550140			7191	\$3,318.14	ENERGY SERVICES-PWR OPS	CONDUCTOR, ACSR 4/0, PENGUIN
E1220752			4404	\$24,897.31	ENERGY SERVICES-PWR OPS	CABLE, POWER, 750 MCM AL.
E1220750			1481	\$8,137.53	ENERGY SERVICES-PWR OPS	CABLE, POWER, 750 MCM AL. UJ



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 80-18, Authorizing a Purchase and Sale Agreement with Pacific Office Solutions, LLC

Department:

Community Development Services

Ordinance/Resolution Number:

80-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 80-18, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with Pacific Office Solutions, LLC for the purchase of a 1-acre parcel in the Horn Rapids Business Center.

Summary:

Pacific Office Solutions, LLC is proposing to purchase a 1-acre lot in the Horn Rapids Business Center along the north side of Robertson Drive for the development of an industrial/commercial building with office space and warehousing.

The purchase price is \$1.50 per square foot for the 1-acre property, amounting to estimated gross proceeds of \$65,340. The purchase price is consistent with the City of Richland's Resolution No. 35-13, which established pricing within the Horn Rapids Business Center in September 2013. The City will retain a repurchase right if Pacific Office Solutions, LLC has not submitted an application for approval of building plans to the City within six (6) months of closing, and if they do not begin construction within eighteen (18) months of closing.

The proposed purchase was reviewed by the Economic Development Committee (EDC) at its May 21, 2018 meeting. The EDC recommended approval. Staff also recommends approval of Resolution No. 80-18.

The purchase price is \$1.50 per square foot with estimated gross proceeds of \$65,340 for the 1-acre lot. A portion of the proceeds will be distributed to the City's Utility Fund to recover costs for construction of HRBC utilities in 1988, per the following:

Fiscal Impact:

-Electric Fund (\$0.044 per square foot): \$1,916.64
-Water Fund (\$0.079 per square foot): \$3,441.24
-Sewer Fund (\$0.029 per square foot): \$1,263.24

Net proceeds after closing and Utility Fund allocations will be distributed to the City's Industrial Development Fund.

Attachments:

1. Resolution No. 80-18
2. Pacific Office Solutions, LLC - PSA
3. Pacific Office Solutions - April 20, 2018 Letter of Intent
4. Site Map

RESOLUTION NO. 80-18

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement by and between the City of Richland and Pacific Office Solutions.

WHEREAS, the City of Richland is the owner of 1.00 acre of City-owned surplus property described as Parcel I of Record Survey No. 4756, located along the north side of Robertson Drive in the Horn Rapids Business Center; and

WHEREAS, pursuant to Richland Municipal Code (RMC) Section 3.06, the City of Richland has full authority to negotiate the sale of surplus property in the best interests of the City; and

WHEREAS, the aforesaid City-owned property is available for sale; and

WHEREAS, pursuant to Resolution No. 35-13, which was adopted by City Council on September 17, 2013, the 1.00 acre of business center property is available for sale at \$1.50 per square foot, for a total price of \$65,340; and

WHEREAS, Pacific Office Solutions, LLC has agreed to purchase the property for the stated price; and

WHEREAS, at its May 21, 2018 meeting, the Economic Development Committee (EDC) favorably recommended the sale of the 1.00 acre of City-owned surplus property in the Horn Rapids Business Center to Pacific Office Solutions, LLC for the total sale price of \$65,340.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Purchase and Sale Agreement with Pacific Office Solutions, LLC for the sale of 1.00 acre of City-owned property as described herein for a total sale price of \$65,340.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of June, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: 2574 Robertson Drive

This Agreement for Purchase and Sale of Real Property (the “Agreement”) is made and entered into between the **CITY OF RICHLAND**, a Washington municipal corporation (“Seller”), and **PACIFIC OFFICE SOLUTIONS, LLC**, a Washington limited liability company (“Purchaser”). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.2 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property located at 2584 Robertson Drive, City of Richland, Benton County, Washington which is legally described as Parcel “I” – Record Survey No. 4756 and depicted in **Exhibit A**, attached hereto (hereinafter referred to as the “Property”).

1.1. Laws and Rights. Purchaser acknowledges and agrees that the sale and conveyance of the Property to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

1.2. Timing of Conveyance. The Property shall be conveyed to Purchaser at Closing by a Statutory Warranty Deed (“Deed”) subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below and the Repurchase Right set forth in Section 11.13 below.

2. Purchase Price. The total purchase price for the Property shall be sixty-five thousand three hundred forty dollars and no cents (\$65,340) (the “Purchase Price”). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Chicago Title Insurance Company (the “Title Company”) at Closing (as defined in Section 6 below).

2.1. Earnest Money Deposit. As consideration for Seller’s execution and delivery of this Agreement, Purchaser will deposit with the Title Company a certified or cashier’s check or wire transfer in the amount of five Thousand dollars (\$5,000) within five (5) business days of the Effective Date (as defined in Section 3.2 below) (the “Earnest Money Deposit”). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser’s choice. The Earnest Money Deposit will be returned if Purchaser terminates this Agreement during the Due Diligence Period (as defined in Section 3.3 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default or terminate this Agreement at any time following the expiration or waiver of the Due Diligence Period: (a) the Earnest Money Deposit shall be disbursed to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

3.1. City Approval. The execution and delivery of this Agreement by Seller is contingent upon approval of this Agreement by the City Council of the City of Richland in its sole discretion. In the event the Richland City Council does not approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Executed Contract. The “Effective Date” of this Agreement is the date upon which both parties have signed this Agreement. If this Agreement is signed on different days, the “Effective Date” of this Agreement is the date of the last signing party. Notwithstanding the foregoing, Purchaser and Seller must sign this Agreement within fifteen (15) business days of approval from the City Council of the City of Richland. If signatures are not obtained from both parties within fifteen (15) business days, this Agreement shall automatically terminate and be without any further force and effect, and without further obligation of either party to the other.

4. Title Matters.

4.1. Preliminary Title Report; Title Review. Within five (5) business days after the Effective Date, Purchaser, at its sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the “Preliminary Commitment”), and upon receipt, furnish same to Seller.

(a) Purchaser shall have fifteen (15) business days after receipt of the Preliminary Commitment and Survey to advise Seller in writing of any encumbrances, restrictions, easements or other matters contained in the Preliminary Commitment or on the Survey (the “Exceptions”) to which Purchaser objects. All Exceptions to which Purchaser does not object in writing within the fifteen (15) day period shall be deemed accepted by Purchaser.

(b) If Purchaser objects to any Exceptions within the fifteen (15) day period, Seller shall advise Purchaser in writing within five (5) business days of receipt of Purchaser’s written objections (i) which Exceptions Seller will remove at Closing, (ii) which Exceptions the Title Company has agreed to insure around in the title policy to be issued at Closing (together with the proposed form of endorsement) and (iii) which Exceptions will not be removed or insured around.

(c) Within ten (10) days of receipt of Seller’s response to Purchaser’s written objections, and assuming Seller has not agreed to remove all exceptions to which Purchaser objects, Purchaser shall notify Seller in writing of Purchaser’s election to either (i) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser, or (ii) waive its objections to the Exceptions the Title Company has agreed to insure around and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Purchaser.

4.2. Title Insurance. Seller shall cause the Title Company to be prepared to deliver to Purchaser at Closing an Owner’s ALTA Standard Coverage policy of title insurance issued by Title Company in the face amount of the Purchase Price, dated the date of Closing, insuring Purchaser’s title subject to no exceptions other than the standard printed exceptions and the Exceptions deemed accepted by Purchaser pursuant to Section 4.1 above. The policy of title

insurance shall also include such endorsements as Purchaser or Purchaser's Lender may reasonably request.

5. Due Diligence. Purchaser is granted a due diligence period until and including sixty (60) calendar days after receipt of the Preliminary Commitment described in Section 4.1 above (the "Due Diligence Period"). Said Due Diligence Period may be extended an additional thirty (30) calendar days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues subject to the terms of this Section 5. If the results of said review are unsatisfactory in Purchaser's sole discretion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the Due Diligence Period (the "Due Diligence Termination Notice"). In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, the Earnest Money Deposit shall be returned to Purchaser pursuant to Section 2.1; and neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein. If Purchaser fails to provide a Due Diligence Termination Notice to Seller on or before the expiration of the Due Diligence Period, the due diligence contingency set forth under this Section 5 shall be deemed waived by Purchaser, and this Agreement shall continue in full force and effect.

5.1. Reasonableness Required. All inspections of the Property shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller. Purchaser shall not do any invasive testing, sampling or drilling at the Property without first obtaining Seller's prior written consent (which may be conditioned or denied in Seller's sole and absolute discretion). Purchaser shall promptly restore the Property to substantially the same condition which existed prior to any such investigations, tests, surveys and other analyses, at Purchaser's sole cost and expense. Seller shall be entitled to have a representative present at all times while Purchaser or its representatives or agents are physically on the Property. Purchaser hereby agrees that it shall carry, and shall cause all representatives and agents of Purchaser entering the Property on behalf of Purchaser in furtherance of the right of access granted under this Agreement to carry, commercial general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000) combined single limit and providing that such coverages are primary and naming Seller as an additional insured. Prior to any entry onto the Property by Purchaser or its agents, employees, consultants or representatives, Purchaser shall provide to Seller certificates evidencing such insurance coverage. Purchaser agrees to indemnify and hold Seller harmless of and from any claim for damages or injuries arising from Purchaser's inspections of the Property; such obligations shall survive Closing or any termination of this Agreement.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is sixty (60) calendar days after the expiration or waiver of the Due Diligence Period. Purchaser and Seller shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including, but not limited to, the Deed. As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Seller shall pay (i) the premium for the standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, (ii) deed or real property transfer taxes, and (iii) one-half of Title Company's escrow fees and charges. Purchaser shall pay (i) the costs of the extended coverage portion of the policy of title insurance and any title insurance endorsements required by Purchaser (other than the costs of the title insurance endorsements to be provided by Seller pursuant to the first sentence of this Section 6.1), and (ii) one-half of Title Company's escrow fees and charges. Real property taxes, assessments, surface water management charges, utilities and other expenses of the Property shall be prorated as of the date of Closing with Purchaser bearing the costs of the date of Closing. All other closing costs shall be paid and allocated in accordance with the custom in the county in which the Property is located. Each party shall be responsible for its own legal, accounting and consultant fees.

7. Covenants, Representations and Warranties.

7.1. Seller's Covenants. Seller hereby covenants and agrees as follows:

(a) From the Effective Date through the Closing Date, Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property which are not terminable, without penalty, on 30 days' notice, without Purchaser's prior written consent.

(b) From the Effective Date through the Closing Date, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, or easement against the title to the Property without Purchaser's prior consent.

(c) From the Effective Date through the Closing Date, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

7.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the Effective Date and on the date of Closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below materially incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either part to the other. If this Agreement is terminated under this section, the Earnest Money Deposit shall be returned to Purchaser.

(a) Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Agreement and such other documents will have been, or will be, taken.

(b) Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

(c) Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

(d) Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

(e) To Seller's knowledge, no special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

(f) Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

(g) Seller is a Washington municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

7.3. Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the Effective Date hereof and on the date of Closing.

(a) Purchaser has full power and authority to enter into and carry out the terms and provisions of this Agreement, and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken.

(b) As of the Effective Date and as of the date of Closing, neither Purchaser nor, to Purchaser's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representative or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action ("OFAC").

(c) Purchaser represents that it has sufficient funds to close this transaction.

(d) Purchaser further represents that the Property will be developed with a minimum of 4,000 square feet of industrial/commercial development with office space and warehouse. Any deviation from this intended use must be authorized by the Seller in writing or be subject to Seller's Right to Repurchase as set forth in Section 11.13 below. This Agreement does

not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for development of the Property for said use, nor shall this Agreement be construed as granting such approval.

(e) Purchaser acknowledges that pole buildings are prohibited in the Horn Rapids Commercial Plaza and agrees that Purchaser will not build pole buildings on the Property.

8. Casualty and Condemnation.

8.1. Material Casualty or Condemnation. If prior to the Closing Date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by written notice to the other party given within two (2) business days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2) business day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchaser at Closing of all Seller's interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

8.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 8.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 8.1, neither Purchaser nor Seller shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to (i) the cost to repair that portion of the Property so damaged by insured casualty, or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

9. Purchaser's Remedies. If Seller fails without legal excuse to complete the sale of the Property in accordance with the terms of this Agreement, Purchaser may elect one of the following remedies (Purchaser hereby waiving any and all other remedies): (a) specific performance of this Agreement (provided an action thereon is commenced with thirty (30) days of Seller's failure to perform), or (b) terminate this Agreement and receive a refund of the Earnest Money Deposit.

10. Liquidated Damages. IN THE EVENT OF DEFAULT BY PURCHASER IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT FORTHWITH AND WITHOUT FURTHER OBLIGATION TO PURCHASER, AND TO KEEP THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. PURCHASER AGREES THAT IT IS DIFFICULT TO ASSESS THE AMOUNT OF DAMAGES INCURRED BY THE SELLER IN THE EVENT OF A DEFAULT BY THE PURCHASER. AS OF THE ENTRY OF THIS CONTRACT, THE AMOUNT OF THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES.

11. Miscellaneous.

11.1. Finder's Fee. Purchaser and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this Section 11.1 shall survive the closing.

11.2. Time of the Essence. Time is of the essence of every provision of this Agreement.

11.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

If to Seller: City of Richland
Attn: Economic Development Office
505 Swift Blvd., MS #18
Richland, Washington 99352
Phone: (509) 942-7583

If to Purchaser: Pacific Office Solutions
Attn: Julie Valdez
2417 Robertson Drive
Richland, Washington 99352
Phone: (509) 452-1993

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

11.4. Assignments and Successors. Purchaser may not assign this Agreement without Seller's written consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

11.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

11.6. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

11.7. Binding Effect. Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between Purchaser and Seller only upon its execution by an authorized representative of each such party.

11.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase and Sale Agreement or any amendment or exhibits hereto.

11.9. Counterparts. This Agreement may be executed in several counterparts, including by portable document format (.pdf), each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

11.10. Time. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, “business day” refers to any day which is not a Saturday, Sunday or a holiday in the State of Washington. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

11.11. Merger. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the Closing.

11.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

11.13. Right to Repurchase. This Property is being sold to Purchaser in anticipation of a minimum of 4,000 square feet of industrial/commercial development with office space and warehouse, subject to the following:

(a) If Purchaser fails to submit an application to Seller for approval of building plans within eight (8) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

(b) If Purchaser fails to initiate construction of structures, as authorized by the issuance of a building permit, within eighteen (18) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

(c) The rights of Seller set forth in Sections 11.13(a) and (b) are referred to in this Agreement as the “Right to Repurchase.”

(d) Seller shall reclaim the Property by refunding, without interest, the original Purchase Price of sixty-five thousand three hundred forty dollars and no cents (\$65,340) for the Property.

(e) Purchaser and Seller shall each pay for one-half of the closing costs related to Seller's repurchase of the Property. Other than closing costs, Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey fee title to Seller within sixty (60) calendar days of receipt of notification of Seller's election to exercise its Right to Repurchase.

(f) This Right to Repurchase is exclusive to Seller and shall be exercised at Seller's sole discretion. This Right to Repurchase shall survive thirty-sixty months (36) months after Closing or until such time as building commences, whichever is earlier.

(g) Seller shall be under no obligation to exercise this Right to Repurchase. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchaser to any third party within the thirty-six (36) month Right to Repurchase period, which approval shall be given in Seller's sole discretion. This Right to Repurchase shall survive Closing and the delivery of the Deed.

(h) Seller and Purchaser agree to execute a Memorandum of Repurchase Right to evidence Seller's Right to Repurchase, which Memorandum may be recorded by Seller in the real property records of Benton County, Washington.

11.14. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Purchaser under this Agreement. Purchaser is encouraged to review the completed contract with counsel before signing this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the date shown below its signature, and Seller has accepted on the date shown below its signature.

CITY OF RICHLAND – SELLER

**PACIFIC OFFICE SOLUTIONS, LLC –
PURCHASER**

By: Cynthia D. Reents, ICMA-CM
Its: City Manager

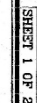
By:
Its:

Date

Date

APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

[illegible]

On January 18, 1968, James Earl Ray, a 36-year-old white male, was arrested in London, England, on charges of the murder of Dr. Martin Luther King. Ray was a member of the Black Panther Party and had been in the United States for several years. He was arrested on a warrant issued by the Federal Bureau of Investigation (FBI) on January 17, 1968, in London. Ray was taken to the London Police Station and then to the British Consulate in London. He was held in custody for several days before being flown to the United States. Ray was arraigned in federal court in Memphis, Tennessee, on January 20, 1968, and pleaded not guilty. The trial began on April 4, 1969, and lasted for several months. Ray was found guilty of the murder of Dr. King and was sentenced to the death penalty. He was executed by hanging on April 3, 1970, in the state of Tennessee.

[illegible]

MAILED FOR POSTAGE THIS 21 DAY OF July 2016 A.D. AT 158 I
AND RECORDS TO BE FILED AT OF SUMMIT, PAGE 4758 IN THE MATTER OF
CHARLOTTE C. LAMARCA
NORTH COUNTY AGRIC
Brenda Crofton by Magdalen Gutierrez
FILE NO. 2016-00534
Sgt.

NOTATION 2. CENTIFUGAL
THIS LAW, COLLECTIVELY REPRESENTING A SHOCK, WENT BY THE NAME OF SHOCK, IN CONNECTION WITH THE SHOCK, AND WAS RECOGNIZED BY THE SHOCK RECOGNITION ACT. IN THE WORKERS OF THE SHOCK, AND IN JANUARY 2015.



SHEET 2 OF 2

RICHLAND

CITY OF RICHLAND
ROBERTSON DRIVE EXTENSION

WASHINGTON

DATE	05/19/18
SCALE	NET
GROSS Wt	ADG
ADJUSTED Wt	CC
14037	

**PERMIT
SURVEYING
INC.**

2246 Richardson E.
Richland, Washington
Office 508-575-
FAX 508-571-0090

[illegible]

PARCEL B LEGAL DESCRIPTION

[illegible]

PARCEL & LEGAL DESCRIPTION

[illegible]

PARCEL 0 LEGAL DESCRIPTION

[illegible][illegible]

PARCEL, FLEGAL, DESCRIPTION

[illegible]

PARCEL 6 LEGAL DESCRIPTION

in a period between 1960 and 1964. The FBI has been unable to identify the person or persons who furnished the information, although it is possible that the information was obtained from a source who was in contact with the person or persons who furnished the information. The FBI has been unable to identify the person or persons who furnished the information, although it is possible that the information was obtained from a source who was in contact with the person or persons who furnished the information. The FBI has been unable to identify the person or persons who furnished the information, although it is possible that the information was obtained from a source who was in contact with the person or persons who furnished the information.

PARCEL # LEGAL DESCRIPTION

[illegible][illegible]

PHASE I LEGAL DESCRIPTION

[illegible]

AUDITOR'S CERTIFICATION

MAILED FOR POSTAGE THIS 21 DAY OF July 2016 A.D. AT 158 I
AND RECORDS TO BE FILED AT OF SUMMIT, PAGE 4758 IN THE MATTER OF
CHARLOTTE C. LAMARCA
NORTH COUNTY AGENCIES
CASE NO. 2016-00534 Brenda Crofton by Magdalen Gutierrez
Sgt.

NOTATION 2. CENTIFUGAL
THIS MAY CORRECTLY REPRESENT A SLIGHTLY LOWER SET OF
VALUES FOR SKEWNESS IN COMPARISON WITH THE ASSUMPTION
OF THE STANDARD RECORDING ACT IN THE WORKERS OF THE
OF RECORDING IN JANUARY 2015.



SHEET 2 OF 2



April 20, 2018

City of Richland
Darin Arrasmith
Economic Development Office
P. O. Box 190, Mail Stop #18
Richland, WA 99352

RE: Northeast Corner of Roberson Drive and Polar Way

Dear Mr. Arrasmith,

On Behalf of Pacific Office Solutions, LLC, I am submitting this Letter of Intent to purchase 1.0 acre near the NE corner of the intersection of Robertson Drive and Polar Way, currently owned by the City of Richland, further described as:

Parcel #:	I
Size:	43,560 SF
BSP#	2056
AF#	95-018807

I propose to build a 3,000-7,000 square foot or larger industrial building on the parcel with roll up doors and truck accessibility. One section of the building would be owner-occupied while the other section would be leased out to potential clients looking to expand and do business in Richland, WA. Our expected construction date is August 2018 with completion within six months.

Our proposed purchase price for this parcel is \$1.50 per square foot. We understand that the purchase and sale agreement still need to be negotiated and reviewed and that this transaction requires City Council approval in order to move forward. Traditional distribution of closing costs will occur.

This Letter of Intent does not and is not intended to contractually bind the parties and is only an expression of interest.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Valdez", is written over a light blue horizontal line.

Julie Valdez, Owner
Pacific Office Solutions, LLC





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 96-18, Authorizing a Second Amended and Restated Interlocal Agreement for Benton County Emergency Services

Department:

Police Services

Ordinance/Resolution Number:

96-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 96-18, authorizing the City Manager to sign and execute a Second Amended and Restated Interlocal Agreement for Benton County Emergency Services to add Franklin County and City of Pasco.

Summary:

Benton County Emergency Services was created in 1996 pursuant to an interlocal agreement, and currently includes Benton County, Kennewick, Richland, West Richland, Prosser, Benton City, Benton County Fire Protection District Nos. 1, 2 and 4, and Benton PUD. Through establishment of the Southeast Communications Center ("SECOMM"), BCES provides communication and dispatching for public safety and emergencies for jurisdictions located in incorporated and unincorporated Benton County, and for any agencies contracting for such services.

Franklin County and the City of Pasco are each obligated to provide communication and dispatching for public safety and emergencies, and desire to join BCES in order to create a bi-county operation of emergency dispatch services.

On July 10, 2017, the current members of BCES entered into a Transition and Buy-in Agreement with Franklin County and the City of Pasco to identify the terms and conditions by which Franklin County and the City of Pasco could become members of BCES. Franklin County and the City of Pasco have satisfied the terms of the 2017 Transition and Buy-In Agreement, and now that all transition steps are complete, it is appropriate to execute a Second Amended and Restated Interlocal Agreement for Benton County Emergency Services to add Franklin County and the City of Pasco as members of BCES.

Staff recommends approval of Resolution No. 96-18.

Fiscal Impact:

Budgeting among the member agencies is prescribed by the Amended and Restated Interlocal Agreement, which specifies a per capita budget model for the first budget cycle after Franklin County and City of Pasco join. The City of Richland will receive a 7% fee based on the total BCES budget to serve as BCES's administrative jurisdiction.

Attachments:

1. Resolution No. 96-18
2. Second Amended and Restated BCES Interlocal (2018)

RESOLUTION NO. 96-18

A RESOLUTION of the City of Richland authorizing a Second Amended and Restated Interlocal Agreement for Benton County Emergency Services.

WHEREAS, Benton County Emergency Services (BCES) is a local organization created in 1996 pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and RCW 38.52.070 related to Emergency Management; and

WHEREAS, the current members of BCES have agreed that the City of Richland, as the Administrative Jurisdiction, shall continue to serve as the legal entity responsible for employing staff and providing necessary support services for BCES operations; and

WHEREAS, through establishment of the Southeast Communications Center ("SECOMM"), BCES provides communication and dispatching for public safety and emergencies for jurisdictions located in incorporated and unincorporated Benton County, and for any agencies contracting for such services; and

WHEREAS, Franklin County and the City of Pasco are each obligated to provide communication and dispatching for public safety and emergencies, and desire to join BCES in order to create a bi-county operation of emergency dispatch services; and

WHEREAS, on July 10, 2017, the current members of BCES entered into a Transition and Buy-in Agreement with Franklin County and the City of Pasco to identify the terms and conditions by which Franklin County and the City of Pasco could become members of BCES; and

WHEREAS, Franklin County and the City of Pasco have satisfied the terms of the 2017 Transition and Buy-In Agreement; and

WHEREAS, now that all transition steps are complete, it is appropriate to execute a Second Amended and Restated Interlocal Agreement for Benton County Emergency Services to add Franklin County and the City of Pasco as members of BCES.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that that the City Manager is authorized to sign and execute a Second Amended and Restated Interlocal Agreement for Benton County Emergency Services.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of June, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

WHEN RECORDED RETURN TO:

City of Richland
Attn: City Attorney
505 Swift Boulevard MS-07
Richland, WA 99352

**SECOND AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR BENTON COUNTY EMERGENCY SERVICES**

THIS SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT is made and entered into by and between the following entities (collectively, the “Parties”):

Benton County, a political subdivision of the State of Washington;
Franklin County, a political subdivision of the State of Washington;
City of Kennewick, a Washington municipal corporation;
City of Richland, a Washington municipal corporation;
City of West Richland, a Washington municipal corporation;
City of Prosser, a Washington municipal corporation;
City of Benton City, a Washington municipal corporation;
City of Pasco, a Washington municipal corporation;
Benton County Fire Protection District Nos. 1, 2, and 4, all of which are Washington special purpose districts; and
Public Utility District #1 of Benton County, a Washington special purpose district.

I. RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to make the most efficient use of their powers by enabling them to cooperate with each other based on mutual advantage, and to collectively exercise the rights and powers they hold individually through the execution of an interlocal cooperative agreement; and

WHEREAS, RCW 38.52.070 authorizes and directs each county, city and town within the State of Washington to establish a local organization for emergency management in accordance with the State Emergency Management Plan and Program, and permits the State Director of Emergency Management to authorize two or more counties, cities and towns to join in the establishment and operation of a local organization for emergency management; and

WHEREAS, Benton County Emergency Services (“BCES”) is such a local organization created in 1996 pursuant to the Interlocal referenced in Section 7, and the Parties to this Agreement wish to continue that organization under the terms of this Second Amended and Restated Interlocal Agreement; and

WHEREAS, in addition to emergency management services, Benton County Emergency Services, through establishment of the Southeast Communications Center, has also provided communication and dispatching for public safety and emergencies for some jurisdictions located in incorporated and unincorporated Benton County, and for any agencies contracting for such services; and

WHEREAS, the cities of Kennewick, Richland, West Richland, Prosser, Benton City, Benton County and Benton County Fire District Nos. 1, 2 and 4, and with limited participation by Benton County Public Utility District #1 (“Benton PUD”) (collectively, the “Existing Partners”) intend to continue to provide county-wide operation of emergency dispatch services under the terms of this Agreement, and, along with the city of Pasco and Franklin County (the “New Partners”), all Parties to this Agreement now intend to provide bi-county operation of emergency dispatch services, with each Party participating to the extent identified herein; and

WHEREAS, the Existing Parties have operated BCES pursuant to the Amended and Restated Interlocal Cooperation Agreement for Benton County Emergency Services effective January 23, 2012 (“2012 BCES Interlocal Agreement”); and

WHEREAS, BCES has established a digital 800MHz radio system that provides and will continue to provide viable public safety communications for many years into the future; and

WHEREAS, Benton County, the cities of Kennewick and Richland, and Benton PUD provide a single microwave system exclusively located in Benton County (hereinafter “Benton County Microwave System”); and

WHEREAS, Benton PUD is a limited voting member of the BCES Executive Board authorized to vote exclusively on the Benton County Microwave System and related funding issues and in return for such rights it agreed in the 2012 BCES Interlocal Agreement not to exercise its right of first refusal to acquire ownership of microwave equipment from the State of Washington that are part of the Benton County Microwave System; and

WHEREAS, Franklin County and public safety agencies within that county operate under a separate microwave system exclusively located in Franklin County (hereinafter “Franklin County Microwave System”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with RCW 39.34, RCW 38.52 and Section 6 of the 2012 BCES Interlocal Agreement, the Parties hereto agree to this Second Amended and Restated Interlocal Agreement as follows:

II. AGREEMENT

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated into this Agreement by reference.

2. PURPOSE

The purpose of this Agreement is to provide for the effective and economical operations of Benton County Emergency Services (BCES), a local administrative entity and joint venture between the above-referenced Parties (also referred to as the “Organization”).

3. ORGANIZATIONAL STRUCTURE

Benton County Emergency Services consists of two (2) divisions: Benton County Emergency Management (BCEM) and Southeast Communications Center (SECOMM).

A. General. The Organization shall consist of an Executive Board, Strategic Advisory Team, Customer Agency Groups and various committees as created by the Executive Board.

1. Appointment of Administrative Jurisdiction; Duration. An Administrative Jurisdiction shall be designated by the Executive Board. The Administrative Jurisdiction shall serve unless or until such service is terminated by the Executive Board, or until the Administrative Jurisdiction withdraws after having provided a minimum of nine (9) month’s written notice of intent to withdraw. The City of Richland is currently designated as the Administrative Jurisdiction. All employees staffing BCES shall be employees of the Administrative Jurisdiction.
2. Duties of Administrative Jurisdiction. The Administrative Jurisdiction shall have full responsibility for the operation of the Organization, and shall provide all necessary support for the Organization. The Administrative Jurisdiction shall perform its duties pursuant to a contractual agreement with Benton County Emergency Services that shall automatically renew every five (5) years, subject to any renegotiations between the Administrative Jurisdiction and the Executive Board. This contractual agreement shall be fully executed by December 1, 2017. The Administrative Jurisdiction shall appoint a BCES Director, which appointment shall be subject to confirmation by the Executive Board. The BCES Director shall be removed only at the direction of the Administrative Jurisdiction.
3. Governing Policies. BCES shall follow the policies established by the Administrative Jurisdiction for all efforts related to Finance, Human Resources, Legal, Risk & Safety, and Purchasing. To ease future transition between Administrative Jurisdictions, BCES shall operate and maintain an independent email system.

B. Executive Board Duties; Membership; Voting. The Executive Board shall be the governing body of the administrative entity known as Benton County Emergency Services, and shall be responsible for approving BCES-specific policies, contracts, the annual budget, and confirmation of the Administrative Jurisdiction's appointment of the BCES Director. The Executive Board shall also be responsible for ensuring the Parties' compliance with the legal requirements of RCW 38.52.

1. Subject to the voting procedures and restrictions set forth herein, the Executive Board shall consist of one representative from the Benton County Commissioner's Office, one representative from the Franklin County Commissioner's Office, one representative from each of the cities of Kennewick, Richland, Prosser, West Richland, Benton City, and Pasco, a single representative collectively representing Benton County Fire Protection District Nos. 1, 2 and 4, and one representative from Benton PUD.
 2. Whenever they are entitled to vote, Benton County, Franklin County and the cities of Kennewick, Pasco and Richland shall be allowed two (2) votes each. Whenever they are entitled to vote, West Richland, Prosser, Benton City and Benton PUD shall have one (1) vote each. Whenever they are entitled to vote, Benton County Fire Protection District Nos. 1, 2 and 4 shall collectively share a single vote. Benton PUD is only entitled to vote on the annual Benton County Microwave System assessment, the cost of Benton County Microwave System operations, replacement of Benton County Microwave System equipment, and Benton County Microwave System expansion or reduction. Specifically, but without limitation, the Benton PUD representative shall not have voting rights for matters relating to the BCES organizational structure and operations.
 3. A simple majority of the number of members of the Executive Board shall be a quorum, and a simple majority of votes shall prevail unless otherwise set forth herein. Attendance or non-attendance of the Benton PUD's representative shall not be counted or considered with respect to quorum determination.
 4. The following are the only representatives authorized to vote on matters associated with Southeast Communications Center (SECOMM):
 - Representatives for the cities of Kennewick, Richland, Pasco, and West Richland* and Prosser*;
 - Representatives for the counties of Benton and Franklin;
 - The representative for Benton County Fire Protection District Nos. 1, 2 and 4 casting a single vote for the three entities.*
- *Note: No future contracted subscribers to SECOMM shall be entitled to vote.
5. The following are the only representatives authorized to vote on matters related to the 800MHz system:
 - Representatives for the cities of Kennewick and Richland;
 - The representative for the county of Benton.

6. The following are the only representatives authorized to vote on matters associated with operation and maintenance of the Benton County Microwave System and related funding:
 - Representatives for the cities of Kennewick and Richland;
 - The representative for the county of Benton;
 - The representative for Benton PUD.
7. The following are the only representatives authorized to vote on items associated with Benton County Emergency Management (BCEM):
 - Representatives for the cities of Kennewick, Richland, West Richland, Prosser and Benton City;
 - The representative for the county of Benton.
8. For items not specifically associated with the Benton County Microwave System, the 800 MHz system, Southeast Communications Center, or Benton County Emergency Management, all representatives, except the Benton PUD representative, may vote.
9. Absence of a representative at a meeting where such a representative is entitled to vote on an issue will result in forfeiture of voting rights for that meeting.

C. Strategic Advisory Team. Working directly with BCES leadership, the Strategic Advisory Team (SAT) will assist in developing strategies for addressing issues such as establishing standardized procedures and incorporating changes in technology. To facilitate the policy-making role of the Executive Board, it may assign to the SAT certain policy reviews, projects, and tasks. The Strategic Advisory Team may consist of one (1) representative from each of the following:

- | | |
|--|--|
| • Kennewick Fire Department | • Connell Police Department |
| • Kennewick Police Department | • Connell Fire Department |
| • Richland Police Department | • Pasco Police Department |
| • Richland Fire Department | • Pasco Fire Department |
| • West Richland Police Department | • West Benton Fire and Rescue |
| • Benton County Sheriff's Office | • North Franklin County Hospital District |
| • Franklin County Sheriff's Office | • City of Prosser |
| • Franklin County Fire Protection Districts 1, 2, 3, 4 & 5 (1 Rep) | • Benton County Fire Protection Districts 1, 2, 4, 5 & 6 (1 Rep) |

The SAT representative will be the agency Chief or Sheriff and a senior level executive from the City of Prosser.

D. Customer Agency Group. The Customer Agency Group (CAG) is established to allow customers of BCES to communicate suggestions, ideas, or concerns regarding service, operational policies, and/or procedural issues. The CAG will be comprised of two divisions: Law Enforcement and Fire/EMS. Each division will elect a chairperson to represent the concerns of their division to the BCES Director or at joint CAG meetings. The Customer

Agency Group may consist of one (1) representative from each of the following:

- Kennewick Police Department
- Kennewick Fire Department
- Richland Police Department
- Richland Fire Department
- West Richland Police Department
- Benton County Sheriff's Office
- Franklin County Sheriff's Office
- City of Benton City
- Franklin County Fire Protection Districts 1, 2, 3, 4 & 5 (1 Rep)
- Walla Walla Fire Protection District 5
- Connell Police Department
- Connell Fire Department
- Pasco Police Department
- Pasco Fire Department
- West Benton Fire and Rescue
- North Franklin County Hospital District
- City of Prosser Police Department
- Benton PUD
- Benton County Fire Protection Districts 1, 2, 4, 5, & 6 (1 Rep)

1. Issues that impact only one division will be communicated to the BCES Director from the chair of the division. Any recommendations made by either division must be approved by a majority of the agencies before they can be submitted to the Director for consideration. Items for which there is no majority support will require the use of the agency input process.
2. Should an issue be relevant to both divisions, a meeting may be called by the BCES Director or either division chairperson. Attendees to such meeting will be limited to the BCES Director, the SECOMM Communications Manager and/or Emergency Management Manager, and both division chairpersons.
3. Working groups or sub-committees may be created by either division to address operational issues for which operational-level employees or subject matter experts should be involved. These groups and/or sub-committees will report directly to their division chairperson. Additionally, to expedite the development of recommendations that are sound and have the greatest likelihood of success, recommendations will be vetted with a senior subject matter expert dispatcher for additional input. The dispatcher would have no vote in the process of moving forward with an issue.

E. BCES Director. The Director, under direction of the Administrative Jurisdiction, shall maintain and operate Benton County Emergency Services, and shall be responsible for the implementation of the directives of the Executive Board and the policies and procedures of the Executive Board or the Administrative Jurisdiction, as the case may be. The Director shall be responsible for developing, organizing, and coordinating emergency preparedness planning, training and implementation. The Director shall be responsible for organizing, developing and coordination of E-911 and bi-county communication systems, and shall have such other duties and responsibilities as the Administrative Jurisdiction designates from time to time.

F. Notice to Benton PUD. Benton PUD shall receive notice and an informational packet for all Executive Board Meetings. Packets will be provided electronically the week prior to a

scheduled Executive Board Meeting, and will identify the issues that Benton PUD may vote upon. Should there be a matter upon which Benton PUD is entitled to vote at the scheduled meeting, Benton PUD must have a representative present at that meeting. Benton PUD may vote only on matters upon which Benton PUD is entitled to vote pursuant to section 3(B)(6) of this Agreement. No voting will occur for any matters set forth in Section 3(B)(6) without advance notice to Benton PUD as provided herein. If Benton PUD believes it is entitled to vote on a matter identified in an Executive Board packet, but such packet does not so indicate, Benton PUD must raise the issue at the upcoming Executive Board meeting, or it will be deemed to have waived any voting rights not exercised at that meeting.

4. FINANCES

Benton County Emergency Services maintains four separate funds consisting of:

- One (1) fund for Benton County Emergency Management;
- One (1) fund for Southeast Communications Center;
- One (1) fund for the acquisition, maintenance and operation of the 800MHz; and
- One (1) fund for the maintenance and operation of the Benton County Microwave System.

These funds are maintained and administered by the Administrative Jurisdiction in lieu of the Treasurer of the City of Kennewick, the most populous entity. All monies received for the benefit and use of Benton County Emergency Services, including financial contributions by the Parties to this Agreement in accordance herewith, shall be deposited into the appropriate fund.

- A. Benton County Emergency Management (EM Operations) Fund. Except for Benton PUD, Pasco, and Franklin County, each Party to this Agreement shall contribute to the cost of emergency management upon such fair and equitable basis as shall be determined by the Executive Board. If, in any case, the Executive Board is unable to agree upon the proper contributions by the Parties hereto, the decisions shall be referred to the State Emergency Management Council for arbitration, and the Council's decision shall be final and binding upon the Parties hereto. Except for Benton PUD, Franklin County and Pasco, each party shall pay its share of the cost of emergency management into the Benton County Emergency Management Fund which is maintained and administered by the Administrative Jurisdiction. The Executive Board shall have the authority to proportionately levy, by percentage of total budget responsibility, additional fees to cover unexpected liabilities, including uninsured civil judgments. If the cost overrun or liability is the result of a single agency, the entire cost will be borne by that agency.
- B. Southeast Communications Center (SECOMM Operations) Fund. SECOMM shall be financed by the proceeds of a telephone excise tax that shall be imposed at the same rate by both Benton and Franklin counties, an annual levy upon the Parties, except for Benton PUD and City of Benton City, and by contract fees paid by contracting agencies as determined by the Executive Board. Each Party hereto shall contribute its share of the costs of the typical and customary

operation and administration of SECOMM as established by the Executive Board. Such contributions shall be determined annually by the Executive Board for inclusion in the Parties' annual budgets. The assessment for any user or member entering SECOMM mid-budget year shall be determined by the Executive Board and pro-rated relative to the months of service remaining in the existing budget year. In the first annual budget developed after BCES begins providing Franklin County and Pasco with communication and dispatching for public safety and emergencies, the SECOMM budget funding model will substitute population data for calls for service data wherever calls for service data has been used to allocate agency assessments. Funding models for subsequent SECOMM budgets shall be determined by the Executive Board. Assessments shall be paid in periodic installments on a schedule determined by the Executive Board. In the event an unforeseen exigent circumstance or uninsured civil judgment results in costs to the Organization in excess of the budgeted expenses for operation and administration, the Executive Board is authorized to proportionately levy, by percentage of total budget responsibility, additional fees to cover the unexpected liability. Such excess costs shall be promptly remitted, upon demand, to Benton County Emergency Services. If the cost overrun is attributable to a single agency's action or inaction, the entire cost overrun shall be borne by that agency.

- C. 800MHz Fund. The 800MHz Fund shall be used for the maintenance and operation of any 800MHz radio system, whether analog or digital, utilized by BCES. The Executive Board is authorized to levy annual radio assessments upon all Parties who use radios under the 800MHz system, and to impose contract fees upon any contracting agencies for use of the same. Assessments shall be determined annually by the Executive Board for inclusion in the Parties' annual budgets. Assessments shall be paid in periodic installments on a schedule determined by the Executive Board. In the event an unforeseen exigent circumstance or uninsured civil judgment results in costs to the Organization in excess of the budgeted expenses for operation and administration of the 800MHz system, the Executive Board is authorized to proportionately levy, by percentage of the Parties' total 800 MHz budget responsibility, additional fees to cover the unexpected liability. Such excess costs shall be promptly remitted, upon demand, to Benton County Emergency Services. If the cost overrun is attributable to a single agency's action or inaction, the entire cost overrun shall be borne by that agency.
- D. Benton County Microwave System Fund. The Benton County Microwave System Fund shall be used for the maintenance and operation of the Benton County Microwave System utilized by BCES. The Executive Board is authorized to levy annual assessments upon all Parties who use the Benton County Microwave System, and to impose contract fees upon any contracting agencies. Such assessments shall be determined annually by the Executive Board for inclusion in the Parties' annual budgets. Assessments shall be paid in periodic installments on a schedule determined by the Executive Board. In the event an unforeseen exigent circumstance or uninsured civil judgment results in costs to the Organization in excess of the budgeted expenses for maintenance and operation of the Benton County Microwave System, the Executive Board is authorized to proportionately levy, by percentage of the Parties' total Benton County Microwave System budget responsibility, additional fees to cover the unexpected liability.

Such excess costs shall be promptly remitted, upon demand, to Benton County Emergency Services. If the cost overrun is attributable to a single agency's action or inaction, the entire cost overrun shall be borne by that agency. Neither Franklin County nor any of the Parties to this Agreement located therein shall acquire or be deemed to have acquired any ownership interest whatsoever in any property or equipment that comprises the Benton County Microwave System.

1. Franklin County Microwave System. Although the Benton County Microwave System and the Franklin County Microwave System are technically interconnected and create a Bi-County Microwave System utilized by BCES, Benton County and those Parties to this Agreement who are located therein are the only Parties obligated to contribute to the Benton County Microwave System as provided under Section 4.D above. Franklin County shall be solely responsible for all costs associated with maintenance, operation and improvements to the Franklin County Microwave System. Neither Benton County nor any of those Parties to this Agreement located therein shall acquire any ownership interest whatsoever in any property or equipment that comprises the Franklin County Microwave System. Franklin County shall defend, indemnify and hold harmless Benton County and those Parties to this Agreement who are located therein for all claims related in any way to, Franklin County's maintenance or operation of the Franklin County Microwave System as it presently exists or is modified in the future. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of uses resulting therefrom.
- E. The BCES Director, upon approval by the Executive Board, is authorized to make expenditures on behalf of the Organization in accordance with the policies and procedures of the Administrative Jurisdiction.
- F. An annual budget for the Organization shall be prepared by the BCES Director in accordance with the policies and procedure of the Administrative Jurisdiction. The annual budget requires Executive Board approval.
- G. Contribution to SECOMM Fund. Within thirty (30) calendar days of the date of execution of this Agreement by all Parties, Franklin County and Pasco shall each make an irrevocable contribution of Five Hundred Thousand Dollars (\$500,000) to the SECOMM Fund. Failure to make the contributions as provided herein shall result in suspension of services to the non-compliant Party by BCES.
- H. Radio System Upgrade (SUA). Beginning with the first annual BCES budget developed after BCES begins providing Franklin County and Pasco with communication and dispatching for public safety and emergencies, and continuing with each successive BCES budget thereafter, the allocation of costs to support the trunked radio system shall be equally divided between

Benton County, Franklin County, and the cities of Kennewick, Pasco and Richland. Contributions made by Franklin County and Pasco shall not create, nor be construed to create, any ownership interest in the trunked radio system.

5. PROPERTY AND EQUIPMENT

- A. Ownership Interests Maintained. Except as authorized by the Executive Board with respect to transfer by FEMA of ownership of assets acquired with CSEPP funds, the digital 800MHz radio system, and the Benton County Microwave System Fund, the ownership interests in property, equipment, or funds acquired by or through Benton County Emergency Management shall continue to be shared by Benton County and the cities of Kennewick, Richland, West Richland, Prosser, and Benton City in proportion to the financial and in-kind contribution of each party in the year such property, equipment, or monies was acquired, unless provided otherwise herein. Franklin County and Pasco shall take no ownership interest whatsoever in any property, equipment or monies belonging to BCES as of the effective date of this Agreement. Any ownership interest acquired thereafter by Franklin County and/or city of Pasco shall be only as provided herein.
- B. Benton PUD Property Interests. Buildings and towers owned by Benton PUD, and site or ground leasehold interests held by Benton PUD at the Prosser site, the Joe Butte Site, and the Umatilla Ridge site will remain in their ownership or leasehold interests. Benton PUD agrees that, in return for the rights granted under this Agreement, it will not exercise its right of first refusal to acquire any microwave system or parts thereof from the State, and agrees to allow the State to transfer such assets to the joint ownership of Benton County and the cities of Kennewick and Richland in the following percentages: fifty percent (50%) to Benton County; twenty-five percent (25%) to Kennewick; twenty-five percent (25%) to Richland. Benton PUD will not have a right to or ownership in any BCES assets, including the Benton County Microwave System, unless this Agreement is amended so as to grant Benton PUD ownership interests in particular assets.
- C. Specific Properties Owned Solely By Benton County, Richland and Kennewick. All Parties hereto acknowledge that the federal government may have ownership interests or rights with respect to equipment purchased with funds provided by the federal government. All Parties further acknowledge and agree that the digital 800MHz radio system, the real property and improvements located at 651 Truman Avenue in Richland, Washington, the leasehold interest and 800 MHz equipment used by Benton County Emergency Services and the Parties hereto at the several existing sites and the Benton County Microwave System used by Benton County Emergency Services shall be owned exclusively by Benton County, and the cities of Richland and Kennewick as follows: fifty percent (50%) ownership by Benton County; twenty-five percent (25%) ownership by Kennewick; twenty-five percent (25%) ownership by Richland. The contributions by Pasco and Franklin County required pursuant to section 4.G above do not create any ownership interests in the above assets by those entities.

- D. Ownership Interests – SECOMM Fund. Property, equipment, or monies acquired through the Southeast Communications Center Fund on and after the day following the effective date of this Agreement shall be owned in equal shares by Benton County, Franklin County and the cities of Kennewick, Richland and Pasco, except to the extent acquired through revenue of E911 taxes as set forth below. Benton County, Franklin County and the cities of Kennewick, Pasco and Richland are the only Parties to this Agreement responsible for contributing toward capital expenditures in the budget process.
- E. Ownership Interests – E911 Taxes. Property, equipment, or monies acquired through the receipt of E911 taxes prior to and after the effective date of this Agreement shall be the property of Benton and Franklin Counties based on the percentage of E911 tax funds contributed by each county toward said property, equipment or monies.

6. PUBLIC RECORDS REQUESTS

- A. To comply with BCES's obligation to respond to public records requests, and to minimize legal risk to the Parties, the Parties agree that all original records prepared, owned, used, or retained by BCES shall be provided to and maintained by the Administrative Jurisdiction.
- B. When a public records request is received by BCES under the Washington State Public Records Act, Chapter 42.56 RCW, staff assigned to support BCES will complete a search for responsive records and respond to the request pursuant to the Public Records policy established by the Administrative Jurisdiction. To the extent legal review is needed to respond to a request, the City Attorney for the Administrative Jurisdiction will provide the review. The Parties acknowledge that the Administrative Jurisdiction has ultimate authority to release or withhold records pursuant to the Washington State Public Records Act.

7. DURATION OF AGREEMENT; TERMINATION

This Agreement shall become effective only upon execution by all Parties and filing with each County Auditor in compliance with RCW 39.34.040. Upon the effective date, this Agreement shall replace all prior oral agreements, contracts, interlocals and amendments thereto, including those agreements that have been recorded with the Benton County Auditor, and shall specifically, but without limitation, supersede the Interlocal Agreement for Benton County Emergency Services recorded with the Benton County Auditor on October 1, 1996, the Interlocal Agreement for Benton County Emergency Services Interlocal Cooperation Agreement effective September 1, 2006, Amendment 1 thereto dated May 11, 2009, and the 2012 BCES Interlocal Agreement. The initial term of this Agreement shall be ten (10) years, after which this Agreement shall automatically extend for successive five (5) year terms unless one or more Parties objects to extending the Agreement no later than six (6) months prior to expiration. Objections to extension of this Agreement shall be submitted in writing to the Executive Board.

8. AMENDMENTS

Amendments to this Agreement shall only be made upon an affirmative vote of at least twelve (12) votes in favor of amendment, without any vote by Benton PUD, which shall not have a vote on amendments. This section shall not affect how the Board operates and conducts its business.

9. WITHDRAWALS

Any Party may withdraw from this Agreement upon providing six (6) month's advanced written notice to the Executive Board. A withdrawing Party shall remain liable for obligated payments, and shall be refunded any payments made but not obligated prior to the date of actual withdrawal. Any Party so withdrawing shall be responsible for complying with Washington State law regarding its obligations to provide emergency management and dispatch services. Upon the act of withdrawing from this Agreement, the withdrawing Party shall be deemed to have forfeited and released all ownership interest it may have in any property, equipment or monies it may have or otherwise been eligible to receive under this Agreement.

10. ALLOCATION OF LIABILITY; INDEMNIFICATION

A. Each party shall be solely responsible for its own wrongful or negligent conduct. Each party promises to indemnify and hold harmless and release all other Parties from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the Parties or other at-fault persons or entities in accordance with the laws of the State of Washington. Nothing herein shall be interpreted to:

1. Waive any defense arising out of RCW Title 51.
2. Limit the ability of a Party to exercise any right, defense, or remedy which a Party may have with respect to third parties or the employee(s) whose action or inaction gave rise to loss, claim or liability, including, but not limited to, an assertion that the employee(s) acted beyond the scope of employment.
3. Cover or require indemnification or payment of any judgment against any individual or agency for intentionally wrongful conduct outside the scope of employment of any individual, or for judgment for punitive damages against any individual or agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her agency employer, should that employer voluntarily elect to make said payment. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

11. SEVERABILITY

If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, to the extent possible and practicable, the remaining parts of the Agreement shall remain in effect and be binding upon all Parties hereto.

12. NO SEPARATE LEGAL ENTITY

No separate legal entity is created upon execution of this Interlocal Agreement.

13. GOVERNING LAW; VENUE

Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Benton County Superior Court. This Agreement shall be construed in accordance with the laws of the State of Washington.

14. WAIVER

No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

15. NO THIRD PARTY RIGHTS

Nothing in this Agreement shall create or be deemed to create any rights in any person or entity not a party to this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates identified next to their signatures below.

BENTON COUNTY, WASHINGTON

FRANKLIN COUNTY, WASHINGTON

By: James Beaver Date
Chairman, Benton County Commission

By: Robert Koch Date
Chairman, Franklin County Commission

By: Jerome Delvin Date
Benton County Commissioner

By: Brad Peck Date
Franklin County Commissioner

By: Shon Small Date
Benton County Commissioner

By: Rick Miller Date
Franklin County Commissioner

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Approved as to Form:

Approved as to Form:

Ryan Brown
Chief Deputy Prosecuting Attorney, Civil

By:
Franklin County Deputy Prosecutor

[Signatures Continue Below]

CITY OF PASCO

By: Dave Zabell Date
Pasco City Manager

Attest:

Daniela Erickson, City Clerk

Approved as to Form:

Lee Kerr, Pasco City Attorney

CITY OF RICHLAND

By: Cynthia D. Reents, ICMA-CM Date
Richland City Manager

Attest:

Marcia Hopkins, City Clerk

Approved as to Form:

Heather Kintzley, Richland City Attorney

CITY OF KENNEWICK

By: Marie E. Mosley Date
Kennewick City Manager

Attest:

Terri L. Wright, City Clerk

Approved as to Form:

Lisa Beaton, Kennewick City Attorney

CITY OF WEST RICHLAND

By: Brent Gerry Date
Mayor

Attest:

City Clerk Julie Richardson

Approved as to Form:

Bronson Brown
West Richland City Attorney

[Signatures Continue Below]

CITY OF PROSSER

CITY OF BENTON CITY

By: Randy Taylor Date
Mayor

By: Linda Lehman Date
Mayor

Attest:

Attest:

Rachel Shaw, City Clerk

Stephanie Haug, City Clerk

Approved as to Form:

Approved as to Form:

Howard Saxton, Prosser City Attorney

Lee Kerr, City Attorney for Benton City

BENTON COUNTY FIRE PROTECTION DISTRICTS 1, 2, AND 4

By: Jerry F. Morris, Commission Chair
BCFPD #1

Attest: _____

Date: _____

By: Barry Orth, Commission Chair
BCFPD #2

Attest: _____

Date: _____

By: A.J. Hill, Commission Chair
BCFPD #4

Attest: _____

Date: _____

[Signatures Continue Below]

PUBLIC UTILITY DISTRICT #1 OF BENTON COUNTY (BENTON PUD)

By: Chad Bartram
General Manager

Attest: _____

Date: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 7 - Neighborhoods & Community Safety

Subject:

Resolution No. 97-18, Authorizing a Memorandum of Understanding with the Washington Utilities and Transportation Commission regarding At-Grade Railroad Crossing Safety

Department:
Public Works

Ordinance/Resolution Number:
97-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 97-18, authorizing the City Manager to sign and execute a Memorandum of Understanding (MOU) with the Washington Utilities and Transportation Commission regarding at-grade railroad crossing safety.

Summary:

Chapter 81.53 RCW establishes regulations, administered by the Washington Utilities and Transportation Commission (WUTC), regulating the placement and safety of at-grade street crossings with railroad track. Richland is a first class city, and until 2015, Chapter 81.53 RCW and the WUTC's regulatory program did not extend to first class cities.

Much of the railroad infrastructure present in the City of Richland, including at-grade crossings with public streets, was established when the railroad was federally owned and managed. In 1998, the U.S. Department of Energy transferred railroad infrastructure, including at-grade crossings, to the Port of Benton. At present, there are approximately eleven (11) public street at-grade crossings of railroad track in Richland. Richland has not established an at-grade street crossing safety program to activate the goals of Chapter 81.53 RCW.

In 2015, the Washington State Legislature passed ESHB 1449, expanding regulation for the WUTC in response to increasing crude oil train shipments across Washington. In March 2016, WUTC's new rules went into effect to implement the new law, and RCW 81.53.240 allows a first-class city to request participation in the WUTC's Crossing Safety Program. In recent years, the City has benefited from the WUTC's technical assistance in railroad crossing safety matters, especially in light of the fact that Richland does not employ staff with expertise in railroad safety.

City staff believes that formally seeking WUTC regulation of at-grade street crossings of railroad track is likely to improve the general health, safety and welfare of the travelling public in Richland. The WUTC has prepared a Memorandum of Understanding (MOU) between the City and the WUTC to formalize the parties' roles and responsibilities under Chapter 81.53 RCW and WAC 480-62-260(2). Staff recommends approval of Resolution No. 97-18 as being in the City's best interests.

Fiscal Impact:

There are no costs associated with executing the MOU. Corrections ordered by the WUTC are the responsibility of the railroad. The City owns one at-grade crossing in the Horn Rapids Industrial Park. The City funds maintenance of its railroad facilities through a user fee collected from the operating railroads. The other crossings in Richland are owned by the Port of Benton.

Attachments:

1. Resolution No. 97-18
2. WUTC MOU with First Class Cities

RESOLUTION NO. 97-18

A RESOLUTION of the City of Richland authorizing a Memorandum of Understanding with the Washington Utilities and Transportation Commission regarding the Commission's Crossing Safety Program.

WHEREAS, Chapter 81.53 RCW establishes regulations concerning the placement and safety of at-grade street crossings with railroad track. These regulations are administered by the Washington Utilities and Transportation Commission (WUTC); and

WHEREAS, until 2015, Chapter 81.53 RCW and WUTC's regulatory program did not extend to first class cities; and

WHEREAS, Richland was founded in 1958 as a first class city; and

WHEREAS, much of the railroad infrastructure, including at-grade crossings with public streets, was established when the railroad was federally owned and managed; and

WHEREAS, in 1998, the U.S. Department of Energy transferred railroad infrastructure, including at-grade crossings, to the Port of Benton; and

WHEREAS, approximately eleven (11) public street at-grade crossings of railroad tracks exist within Richland city limits; and

WHEREAS, Richland has not established an at-grade street crossing safety program as contemplated by Chapter 81.53 RCW; and

WHEREAS, in 2015, the Washington State Legislature passed ESHB 1449, expanding regulation for the WUTC in response to increasing crude oil train shipments across Washington State; and

WHEREAS, in March 2016, WUTC's newly promulgated regulations went into effect to implement the new law; and

WHEREAS, RCW 81.53.240 allows first class cities to request participation in the WUTC's Crossing Safety Program; and

WHEREAS, in recent years, the City has benefitted from WUTC's technical assistance in railroad crossing safety matters, especially in light of the fact that Richland does not presently employ staff with expertise in railroad safety; and

WHEREAS, formally seeking WUTC regulation of at-grade street crossings of railroad track is likely to improve the general health, safety and welfare of the travelling public in Richland; and

WHEREAS, WUTC has prepared a Memorandum of Understanding (MOU) to formalize the roles and responsibilities of the parties pursuant to Chapter 81.53 RCW and WAC 480-62-260(2), the execution of which is in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Memorandum of Understanding with the Washington Utilities and Transportation Commission allowing the WUTC to assume rail crossing safety inspection authority within Richland's city limits.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of June, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN THE WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION AND THE CITY OF RICHLAND

This Memorandum of Understanding (MOU) is made between the WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION (Commission) and the CITY OF RICHLAND, WASHINGTON (City).

Background and Purpose

The Commission regulates railroad crossings within the State of Washington under RCW 81.53.

RCW 81.53 is inoperative within first-class cities except “to the extent a first-class city requests to participate in the commission’s crossing safety inspection program within the city.” RCW 81.53.240(1).¹ For purposes of this MOU, the terms “crossing safety inspection program” and “rail safety program” are interchangeable.

The Commission has adopted rules to allow first-class cities to request participation in the Commission’s rail safety program. Under WAC 480-62-260(2), the city’s request “must be accompanied by documentation demonstrating that the city’s governing body has approved the terms and conditions set forth in a memorandum of understanding between the city and the commission governing the commission’s assumption of rail crossing safety inspection authority within the city limits.”² The city’s request “will become effective on the date requested by the city or the first day of the month following commission approval of the memorandum of understanding referenced [above], whichever occurs later.” WAC 480-62-260(2).

The City is a first-class city that intends to request participation in the Commission’s rail safety program. This MOU is intended to serve as the memorandum of understanding required by WAC 480-62-260(2).

The purpose of this MOU is to describe how the Commission intends to operate its rail safety program within the City, including how the Commission intends: (1) to inspect railroad crossings within the City; (2) to inform appropriate parties of any defects found at the crossing; and (3) to require corrective action by railroad companies when defects are found to be the responsibility of such companies.

This MOU is not intended to modify or construe any state law or Commission regulation. To the extent any provision in this MOU conflicts with a state law or a Commission regulation, the law or regulation controls.

This MOU is not a binding contract. It imposes no legal obligations and creates no enforceable rights. The undersigned parties do not intend to formalize this MOU as permitted by

¹ The text of RCW 81.53.240 is attached as Appendix A.

² The text of WAC 480-62-260 is attached as Appendix B.

the Interlocal Cooperation Act. The parties anticipate, however, that the City will bring this MOU before its governing body for approval as contemplated by WAC 480-62-260(2).

Intended Operation of the Commission's Rail Safety Program within the City

The Commission intends to conduct its rail safety program within the City according to the following non-binding guidelines:

1. Crossing Inspections:

- a. Commission-employed railroad inspector(s) (Inspectors) will inspect railroad crossings within the City.
 - i. For crossings not on an oil-by-rail route, Inspectors will conduct an inspection at least once every 36 months.
 - ii. For crossings on an oil-by-rail route, including private crossings, Inspectors will conduct an inspection at least once every 18 months.
 - iii. Inspectors will conduct an inspection if a complaint is filed with the Commission regarding conditions at a crossing.
 - iv. Inspectors will conduct an inspection if the Commission has information that leads it to believe an inspection is warranted.
- b. During a typical inspection of a public crossing, Inspectors will evaluate and make an appropriate record of:
 - i. The crossing, including its location, identifying information, type, configuration, dimensions, construction, physical condition, etc.
 - ii. The intersecting road, including its location, type, configuration, dimensions, speed limit, grade, usage, motorist sight distances, physical condition, etc.
 - iii. Safety systems, including signals, markings, gates, signs, barriers, etc., and the physical condition of such systems.
 - iv. Other relevant characteristics, such as the presence of sidewalks or bike lanes.
- c. The Commission has exclusive discretion to decide which crossings to inspect, when to inspect the crossings, and what procedures will apply during the inspections.
- d. The Commission will not bill the City for any expense related to an inspection.

2. Defect Notification Process:

- a. The Commission will use the information obtained by its Inspectors to determine a crossing's compliance with applicable safety rules.
- b. The Commission will issue a defect notice if the crossing fails to comply with any rule set forth in:
 - i. WAC 480-62-225 (crossing surfaces).³
 - ii. WAC 480-62-230 (traffic control devices).⁴
- c. For defects found at public crossings:
 - i. The Commission will issue a defect notice to the appropriate railroad company if the railroad company is responsible for the defect(s). The Commission may follow up with an enforcement action if the railroad company fails to take appropriate and timely corrective action.
 - ii. The Commission will issue an advisory defect notice to the City if the City is responsible for the defect. Advisory defect notices are not subject to Commission enforcement.
- d. The Commission has exclusive discretion over the issuance and content of defect notices.
- e. Nothing in this MOU affects agreements between railroad companies and landowners governing liability or cost allocation at private crossings.

Duration and Modification

This MOU is effective on the later of the two signing dates below. It will remain in effect until the City opts-out of the Commission's rail safety program by "submitting to the commission documentation that the city's governing body has approved the withdrawal." WAC 480-62-260(4).⁵ The notice "must be submitted to the commission at least ninety days prior to the date upon which the city intends to assume all rail crossing safety inspections within its jurisdiction." *Id.*

The parties may not modify this MOU. Because this MOU establishes no legal obligations or enforceable rights, the parties anticipate that any disputes will be resolved either informally or through the opt-out procedure referenced above.

³ The text of WAC 480-62-225 is attached as Appendix C.

⁴ The text of WAC 480-62-230 is attached as Appendix D.

⁵ The text of WAC 480-62-260 is attached as Appendix B.

Contact Information

Utilities & Transportation Commission Kathy Hunter, Assistant Director, Transportation Safety 1300 Evergreen Park Drive Southwest P.O. Box 47250 Olympia, WA 98501-7250 Phone: (360) 664-1257 Email: kathy.hunter@utc.wa.gov	City of Richland Pete Rogalsky, Director Public Works Department 505 Swift Boulevard, MS-26 Richland, WA 99352 Phone: (509) 942-7500 Email: progalsky@ci.richland.wa.us
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Signatures

The undersigned officials acknowledge this MOU and its provisions:

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

CITY OF RICHLAND

MARK L. JOHNSON
Executive Director and Secretary

Cynthia D. Reents, ICMA-CM
City Manager

Date:

Date:

Attest:

Marcia Hopkins, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney

APPENDIX A

RCW 81.53.240

Scope of chapter.

(1) Except to the extent necessary to permit participation by first-class cities in the grade crossing protective fund, when an election to participate is made as provided in RCW [81.53.261](#) through [81.53.291](#), or to the extent a first-class city requests to participate in the commission's crossing safety inspection program within the city, this chapter is not operative within the limits of first-class cities, and does not apply to street railway lines operating on or across any street, alley, or other public place within the limits of any city, except that a streetcar line outside of cities of the first class shall not cross a railroad at grade without express authority from the commission. The commission may not change the location of a state highway without the approval of the secretary of transportation, or the location of any crossing thereon adopted or approved by the department of transportation, or grant a railroad authority to cross a state highway at grade without the consent of the secretary of transportation.

(2) Within thirty days of July 1, 2015, first-class cities must provide to the commission a list of all existing public crossings within the limits of a first-class city, including over and under-crossings, including the United States department of transportation number for the crossing. Within thirty days of modifying, closing, or opening a grade crossing within the limits of a first-class city, the city must notify the commission in writing of the action taken, identifying the crossing by United States department of transportation number.

APPENDIX B

WAC 480-62-260

First-class cities opt-in.

(1) Participation in the commission's rail safety program. RCW 81.53.240 allows a first-class city to request participation in the commission's crossing safety inspection program. For the purposes of this section, the commission's crossing safety inspection program shall mean the inspection of grade crossings to ensure proper design and maintenance, as set forth in WAC 480-62-225. For the purposes of this section participation in the crossing safety inspection program shall not include the crossing petition process outlined in RCW 81.53.030 and 81.53.060.

(2) Process for opt-in. A first-class city must notify the commission of its intent to opt-in to the commission's rail safety program at least sixty days prior to the effective date requested by the city. A first-class city's request to opt-in must be accompanied by documentation demonstrating that the city's governing body has approved the terms and conditions set forth in a memorandum of understanding between the city and the commission governing the commission's assumption of rail crossing safety inspection authority within the city limits. A first-class city's request to opt-in will become effective on the date requested by the city or the first day of the month following commission approval of the memorandum of understanding referenced in this section, whichever occurs later.

(3) Technical assistance to first-class cities. For first-class cities that opt-in to the commission's crossing safety inspection program, the commission will provide technical assistance on grade crossing safety, maintenance, and modifications as agreed between the city and the commission.

(4) Process to opt-out. First-class cities that opt-in to the commission's crossing safety inspection program may opt-out of the program by submitting to the commission documentation that the city's governing body has approved the withdrawal of the city from the commission's crossing safety inspection program. A city's notice of withdrawal must be submitted to the commission at least ninety days prior to the date upon which the city intends to assume all rail crossing safety inspections within its jurisdiction.

APPENDIX C

WAC 480-62-225

Crossing surfaces.

(1) Areas of responsibility.

(a) Highway authorities must maintain and keep in repair the surfaces and the subgrades of the roadway approaches up to one foot from the outside of either rail at a grade crossing with one track. At crossings involving more than one track, the highway authority must maintain and keep in repair the roadway approaches up to one foot from the outside of each of the two outside rails.

(b) At a grade crossing with one track, railroad companies must maintain and keep in repair the crossing surfaces between the rails and for a distance of one foot on the outside of either rail. At crossings involving more than one track, railroad companies must maintain and keep in repair the crossing surfaces and the roadway for the entire area between the outermost rails at the crossing, and for a distance of one foot outside of the two outermost rails.

(c) If tracks at a crossing involving more than one track are owned by different railroad companies, each company must maintain and keep in repair the crossing surfaces and roadway within its right of way that is within the area specified in (b) of this subsection.

(2) Crossing surfaces.

(a) Crossing surfaces include shoulders and pedestrian walkways immediately adjacent to a roadway or shoulder. If reasonably possible, roadways and adjacent shoulders and pedestrian walkways must be continued through a crossing without narrowing the roadway, shoulder or walkway.

(b) The subgrade to a crossing surface must be maintained in a manner which minimizes damage to the crossing surface, taking into account the effects of topography, water tables, weather, and the types of vehicular traffic generally using the crossing.

(3) Roadways.

(a) Roadways between tracks at crossings involving more than one set of tracks, including the roadway subgrade, must be of the same quality as the roadway approaches to the crossing unless the highway authority and the railroad company agree to a higher quality.

(b) Roadway approaches must be constructed and maintained so that the transition between the roadway and crossing surface is on the same plane and smooth.

(c) At grade crossings where track superelevation exists, roadway approaches must be constructed and maintained so that the transition between the roadway and crossing surface is as smooth as practicable.

(4) Standards for surface maintenance and repair. Crossing surfaces must be convenient and safe for passage. Some factors in determining compliance with this general standard are:

(a) Whether crossing surfaces and the adjacent roadways are level with the top of the rails on the plane created by each set of tracks.

(b) Whether crossing surfaces are broken or loose.

(c) The existence of potholes.

(d) The existence of curled or rolled asphalt.

(e) Whether traffic generally slows to traverse the crossing.

(f) Citizen complaints.

(5) Notice. Notice requirements for highway authorities and railroad companies when performing maintenance on a crossing surface are located in WAC 480-62-305 (4) and (5).

APPENDIX D

WAC 480-62-230

Traffic control devices.

(1) Whenever a railroad company performs any construction, maintenance or repairs at a grade crossing or grade separated crossing, the company must install and maintain traffic control devices adequate to protect the public and railroad employees as prescribed in the Manual on Uniform Traffic Control Devices (MUTCD), Part 8, Traffic Control for Railroad and Light Rail Transit Grade Crossings, as published by the United States Department of Transportation. In addition, railroads must maintain all crossings with proper traffic control devices as prescribed in the MUTCD, Part 8. The commission adopts, by reference, the MUTCD, Part 8, as described in WAC 480-62-999. Flaggers must also be provided where necessary to adequately protect the public and railroad employees.

(2) Any traffic control device must be used only as long as the device is needed or applicable. Any device that is no longer needed or applicable must be immediately removed or inactivated so as to prevent confusion.

(3) All barricades, signs, and similar devices must be constructed and installed in a workmanlike manner.

(4) Bushes, weeds, or any other material or object must not be allowed to obscure any traffic control devices.

(5) All signs, barricades, and other control devices intended for use during hours of darkness must be adequately illuminated or reflectorized, with precautions taken to protect motorists from glare.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 98-18, Authorizing an Interlocal Agreement with the Port of Kennewick for Columbia Park Trail Improvements

Department:
Public Works

Ordinance/Resolution Number:
98-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 98-18, authorizing the City Manager to sign and execute an interlocal agreement with the Port of Kennewick for the Columbia Park Trail Improvements - East Project.

Summary:

The City's Capital Improvement Plan (CIP) and Transportation Improvement Program (TIP) include a project to improve Columbia Park Trail between SR-240 and the east city limits. The project will add bicycle, pedestrian, streetscape, and modern stormwater handling features to the street. It will also relocate existing cabled utilities into underground infrastructure. The current state of the street is mostly that of a rural state highway with four (4) travel lanes, narrow shoulders, and no bicycle or pedestrian features.

The City and the Port of Kennewick have completed several infrastructure projects in the Island View area to support a vision of redevelopment that leverages the Columbia River waterfront and SR-240 access. Further, the Port of Kennewick developed the Spaulding Business Park to attract private investment to the area. Spaulding Business Park is nearly built out and is considered a success.

In recent months, City and Port staff have discussed the Columbia Park Trail Improvements - East Project as an additional opportunity to promote redevelopment in the Island View area. The proposed interlocal agreement is the result of that dialog. If approved, the interlocal agreement would activate a partnership between the City and Port to fund the project. The City will be the lead for implementation.

In addition to the street improvements, the interlocal agreement calls for replacement of street lighting in the Spaulding Business Park with a City standard lighting system. The Spaulding Business Park was originally built with a Port-owned system, and the Port now wishes to replace that system and turn maintenance over to the City.

The Port of Kennewick is scheduled to consider the interlocal agreement at its June 26, 2018 meeting. If approved by both parties, the project will be scheduled for completion in 2020. Staff recommends approval of Resolution No. 98-18.

Fiscal Impact: The project financing model was approved in the 2018 - 2023 Capital Improvement Plan (CIP). The CIP anticipated this agreement and the contribution from the Port of Kennewick.

Attachments:

1. Resolution No. 98-18
2. Interlocal Agreement with Port of Kennewick for Columbia Park Trail Improvements

RESOLUTION NO. 98-18

A RESOLUTION of the City of Richland authorizing an interlocal agreement with the Port of Kennewick for the Columbia Park Trail Improvements – East Project and Spaulding Business Park street light replacement.

WHEREAS, the City of Richland Capital Improvement Plan (CIP) and Transportation Improvement Program (TIP) identify a project to improve Columbia Park Trail between State Route 240 and the east city limits; and

WHEREAS, the Port of Kennewick (“Port”) was the developer of the Spaulding Business Park, which has its north access onto Columbia Park Trail; and

WHEREAS, the City and the Port have partnered on several infrastructure projects in the vicinity of the Spaulding Business Park as part of a strategy to promote redevelopment and increased investment in Richland’s Island View area; and

WHEREAS, the Island View area is located near the Columbia River recreational area; and

WHEREAS, City and Port staff have collaborated in the development of a street improvement conceptual plan to introduce improved pedestrian, bicycle, and streetscape features intended to contribute to the economic development goals for the area; and

WHEREAS, the City and the Port desire to partner in an investment to improve Columbia Park Trail to meet their mutual economic development goals; and

WHEREAS, the Port owns street lighting infrastructure in the Spaulding Business Park that carries an unwelcome maintenance burden; and

WHEREAS, the Port prefers that the City own and maintain street lighting in the Spaulding Business Park; and

WHEREAS, the City is willing to own and maintain street lights in the Spaulding Business Park, subject to the Port making system improvements that will bring the system up to City standards.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with the Port of Kennewick to implement the Columbia Park Trail Improvements – East Project, and to replace the street lighting infrastructure in the Spaulding Business Park with the intent of future transfer of ownership to the City.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of June, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

WHEN RECORDED RETURN TO:

Richland City Clerk
505 Swift Blvd, MS-05
Richland, WA 99352

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

**THE CITY OF RICHLAND AND THE PORT OF KENNEWICK,
WASHINGTON**

FOR

COLUMBIA PARK TRAIL IMPROVEMENTS PROJECT

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this ____ day of _____, 2018, between the City of Richland, a municipal corporation of the State of Washington, hereafter referred to as “**Richland**,” and the Port of Kennewick, Washington, a political subdivision of the State of Washington, hereafter referred to as “**Port**.” Richland and the Port are referred to collectively as the “Jurisdictions.”

I. RECITALS

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each Jurisdiction is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided that such contract shall be authorized by the governing body of each Jurisdiction to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, Richland has proposed an improvement plan for Columbia Park Trail, a public street within the boundaries of Richland and the Port; and

WHEREAS, the Port has developed the Spaulding Business Park which has made a significant positive contribution to the economic redevelopment of the Island View area of Richland; and

WHEREAS, the Jurisdictions have previously partnered to complete public street improvements in the Island View area as part of a joint vision to promote redevelopment of the area; and

WHEREAS, Richland's proposed Columbia Park Trail Improvements project presents another opportunity for the Jurisdictions to promote economic development through a public infrastructure investment; and

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions; and

WHEREAS, the Port's Spaulding Business Park includes a Port-owned street lighting system that the Port desires to transfer to City ownership and maintenance; and

WHEREAS, the City is willing to accept ownership and maintenance of the Spaulding Business Park street lighting system after certain upgrades are completed to the system.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Jurisdictions agree as follows:

II. AGREEMENT

Section 1. Purpose and Scope of Work: The purpose of this Agreement is to formalize the roles and responsibilities of the Jurisdictions in relation to implementation of Richland's planned improvement to Columbia Park Trail between SR-240 and the City's east boundary and to the City's assumption of ownership of the street lighting system in the Spaulding Business Park.

Section 2. Administration: This Agreement shall be administered by the Richland City Manager or designee. Such person shall be responsible for:

- (a) Establishing policies for implementing this Agreement;
- (b) Utilizing Richland's and Port's public works bid procedures in awarding construction contracts pursuant to this Agreement;
- (c) Assuring that each Jurisdiction's bid and prevailing wage law, policies, and procedures have been followed when awarding bids pursuant to this Agreement;

- (d) Providing periodic progress reports to the elected officials of each Jurisdiction;
- (e) The City shall advise the Port on its bid procedures at least 30 days prior to bidding, and shall provide the Port an opportunity to review the bid procedures.
- (f) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.
- (g) The Port shall prepare an application for Benton County Rural Capital Funds to fund its obligations hereunder. The Port shall submit a draft application to the City for its review prior to submission to Benton County.
- (h) The City shall seek re-designation from the Benton Franklin Council of Governments of previously awarded federal transportation funding to this project.

Section 3. Funding: The Port of Kennewick hereby commits to provide funding as set forth below:

- (a) **\$800,000** to fund contract work, including engineering design, construction, and construction contract administration for the Columbia Park Trail Improvements. This funding shall be applied first to relocation of existing overhead cabled utility lines into an underground system, and second to other roadway improvement features. The Port's funds will be provided when invoiced by Richland and on a reimbursable basis for actual work performed in not more than three (3) installments at times mutually agreed to by the Parties.
 - i. Under no circumstance shall the Port's funding obligations increase beyond the \$800,000 identified herein for the Columbia Park Trail Improvements.
 - ii. The Port's commitment is subject to a successful application, and separate trilateral agreement with Benton County and the City under the Benton County Rural County Capital Fund. In the event an agreement with Benton County and the City is not reached within 120 days of the effective date of this Agreement, then the Jurisdictions agree to:
 - a. Negotiate an amendment to this agreement around a feasible funding partnership for the project; or
 - b. Terminate this agreement related to the Columbia Park Trail Improvements Project.
- (b) **\$85,000** to fund the upgrades to the Spaulding Business Park street lighting system. These funds shall be reimbursed within (30) calendar days of the City delivering an invoice to the Port once the project is completed, which is anticipated to be within sixty (60) days of execution of this agreement.

Section 4. Richland's Project Development Responsibilities: Richland hereby commits to the following project development responsibilities for the Columbia Park Trail Improvements Project:

- (a) Richland will prepare a roadway improvement design that will include Complete Streets features including bicycle lanes, sidewalks, street lighting and landscaping.

- (b) Richland will design and conduct a public outreach program to present its proposed design to the public.
- (c) Richland will assemble a complete funding package to support project completion no later than December 31, 2020. The City's current plan will require action by the Benton-Franklin Council of Governments to re-designate previously awarded federal funds to this project. If re-designation does not occur, then the Jurisdictions agree to:
 - i. Negotiate an amendment to this agreement around a feasible funding partnership for the project; or
 - ii. Terminate this agreement related to the Columbia Park Trail Improvements Project.
- (d) Richland will contract for the improvements, except for work elements to be completed by utility staff.
- (e) Richland will oversee construction of the improvements and perform all contract administration functions necessary.
- (f) Richland will develop and distribute public information identifying its partnership with the Port in completing the project.

Section 5. Spaulding Business Park Street Light Upgrade: Once the installation is complete the City will assume ownership and maintenance responsibilities for the Spaulding Business Park street lighting system. From the date the Port completes its payment to the City the Port will have no further responsibility for the street light system in the Spaulding Business Park.

Section 6. Modification: This Agreement may be modified only by written consent of each Jurisdiction.

Section 7. Term of Agreement and Termination:

- (a) The term of this Agreement shall become effective on full execution hereof.
- (b) This Agreement shall expire on the date of completion of the Project.

Section 8. Inspection of Records: The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any Jurisdiction during the term of this Agreement and for no less than three (3) years after its termination. This Agreement shall be filed or listed pursuant to RCW 39.34.040.

Section 9. No Separate Legal Entity: It is not the intention that a separate legal entity be established to conduct this cooperative undertaking, nor shall any acquiring, holding or disposing of real or personal property occur under this Agreement.

Section 10. Severability: In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of this Agreement which can

be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

Section 11. Venue, Applicable Law and Personal Jurisdiction: All questions related to this Agreement shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this Agreement, such action shall be instituted in Benton County Superior Court. The parties each consent to the personal jurisdiction of such court.

Section 12. Warranty of Authority and Execution. Each party to this Agreement warrants that it has the authority to enter into this Agreement. The person executing the Agreement for a Jurisdiction has been duly authorized to and does execute the Agreement on behalf of that Jurisdiction.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year written below.

CITY OF RICHLAND

PORT OF KENNEWICK

CYNTHIA D. REENTS, ICMA-CM
City Manager

TIM ARNTZEN
Chief Executive Officer

Date: _____

Date: _____

ATTEST:

ATTEST:

MARCIA HOPKINS
City Clerk

NICK KOOIKER
Port CFO

APPROVED AS TO FORM:

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

LUCINDA LUKE
Port Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 99-18, Adopting the 2019-2024 Six-Year Transportation Improvement Program

Department:
Public Works

Ordinance/Resolution Number:
99-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 99-18, adopting the 2019-2024 Six-Year Transportation Improvement Program.

Summary:

RCW 35.77.010 requires cities to prepare and annually update their Six-Year Transportation Improvement Program (TIP) pursuant to one or more public hearings, and to file a copy of the adopted TIP with the Washington State Department of Transportation. The TIP is a planning and project management tool for federal, state and local governments.

The TIP represents the City's priority transportation improvements. The TIP may be changed after it is adopted to add new projects, delete projects, and change projects to accommodate cost, schedule, scope and funding changes. The City's TIP is a multi-modal list of projects; in addition to the more traditional street projects, it includes bicycle and pedestrian projects as well. The TIP not only lists the specific projects, but also documents the planned schedule and cost for each project phase (preliminary engineering, right-of-way acquisition and construction).

The proposed 2019-2024 TIP was developed from several City documents including the Comprehensive Land-Use Plan, Capital Improvement Plan, City-Wide Transportation Plan and Parks, Trails and Open Space Master Plan.

On June 14, 2018, the Parks and Recreation Commission (PRC) reviewed the 2019-2024 TIP with respect to bicycle lanes, trails and multi-use paths as called for in the municipal code. The PRC concluded that the bicycle and pedestrian projects represented the correct priorities, and recommended Council adopt the 2019-2024 TIP. No public comments were received at this meeting.

On May 23, 2018, the Planning Commission reviewed the 2019-2024 TIP and recommended Council adoption. No public comments were received at this meeting.

The City Council is holding a public hearing at tonight's meeting. Pending input received at the public hearing, staff recommends approval of Resolution No. 99-18.

Fiscal Impact:

Minor staff costs are associated with preparing and adopting the TIP. Project funding and implementation are authorized by separate Council action.

Attachments:

- I. Resolution No. 99-18

RESOLUTION NO. 99-18

A RESOLUTION of the City of Richland adopting the
2019 – 2024 Six-Year Transportation Improvement Program.

WHEREAS, RCW 35.77.010 requires local jurisdictions to prepare and adopt a perpetual six-year Transportation Improvement Program (TIP); and

WHEREAS, the City of Richland's practice for preparing and reviewing its TIP involves multiple public involvement opportunities; and

WHEREAS, The Richland Parks and Recreation Commission (is tasked, pursuant to Richland Municipal Code, with the review of the City's long range transportation plan with respect to bicycle lanes, trails, and multi-use paths. At its June 14, 2018 regular meeting, the PRC reviewed the proposed 2019-2024 TIP, concluding that the bicycle and pedestrian projects included in the 2019-2024 TIP represent the correct priorities for the bicycle and pedestrian facilities. The PRC recommended that Council adopt the 2019-2024 TIP as presented; and

WHEREAS, the Richland Planning Commission reviewed the 2019-2024 TIP at its May 23, 2018 meeting and recommended that Council adopt the 2019-20024 TIP as presented; and

WHEREAS, the multi-modal list of projects contained in the TIP is needed to meet Richland's transportation needs; and

WHEREAS, the proposed TIP is consistent with the City's Comprehensive Plan and the Benton-Franklin Council of Governments Regional Transportation Plan; and

WHEREAS, Richland City Council held a public hearing at tonight's meeting; and

WHEREAS, pending input received at the public hearing, staff recommends adoption of the 2019 – 2024 TIP as presented.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2019-2024 Six-Year Transportation Improvement Program attached as **Exhibit A** is hereby adopted.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of June, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Six Year Transportation Improvement Program
From 2019 to 2024

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	1	/ 3440(001) Duportail Bridge - Phase 2 Duportail Street Riverstone Drive to Cottonwood Street Reconstruct roadway, railroad crossing, and the signalized SR 240 intersection to accommodate additional lanes on Duportail Street and SR 240.	R036	06/19/18	06/19/18			03	O P W	0.200	EA	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2019		0	CWA	3,300,000	0	3,300,000
Totals				0		3,300,000	0	3,300,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	3,300,000	0	0	0	0
Totals	3,300,000	0	0	0	0

Six Year Transportation Improvement Program
From 2019 to 2024

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	2	George Washington Way Pavement Preservation George Washington Way Guyer Street to Horn Rapids Road This project will mill and fill the entire roadway, address ADA ramp compliance, and restripe.	R037	06/19/18	06/19/18			05		4.700	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2019	NHPP	3,033,600		0	758,400	3,792,000
Totals				3,033,600		0	758,400	3,792,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	3,792,000	0	0	0	0
Totals	3,792,000	0	0	0	0

Six Year Transportation Improvement Program
From 2019 to 2024

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	3	Columbia Park Trail - East Columbia Park Trail SR 240 WB Offramp to East City Limits Reconstruct the street to provide 3-lanes, with curb, gutter, sidewalks, bike lanes street lights, drainage facilities and streetscape on both sides.	R010	06/19/18	06/19/18			04	C P S T W	0.720	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2019	TAP(UL)	50,000		0	0	50,000
S	PE	2019	STP(UL)	55,000		0	20,000	75,000
S	CN	2020	STP(UL)	918,700		0	925,000	1,843,700
S	CN	2020	TAP(UL)	353,623		0	584,087	937,710
Totals				1,377,323		0	1,529,087	2,906,410

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	125,000	0	0	0	0
CN	0	2,781,410	0	0	0
Totals	125,000	2,781,410	0	0	0

Six Year Transportation Improvement Program

From 2019 to 2024

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	4	/ 3459(001) Center Parkway North Extension Center Parkway Gage Blvd to Tapteal Dr Construct new 3-lane roadway with bike lanes, curb, gutter and sidewalk on both sides. Construct a signalized/gated at-grade crossing of the Port of Benton R/R track.	R001	06/19/18	06/19/18			01		0.330	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2021		0	TIB	219,714	0	219,714
P	CN	2021		0		0	1,154,430	1,154,430
Totals				0		219,714	1,154,430	1,374,144

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	0	1,374,144	0	0
Totals	0	0	1,374,144	0	0



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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	5	Vantage Highway Pathway - Phase 2 Snyder Street Robertson Drive to Stevens Drive Construct a new, separated Hot Mix Asphalt multi-use pathway connecting the Vantage Highway Pathway Phase 1 with the Stevens Drive Pathway.	R018	06/19/18	06/19/18			28	P W	0.400	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0	Ped/Bike Program	47,700	5,300	53,000
P	RW	2019		0	Ped/Bike Program	23,850	2,650	26,500
P	CN	2020		0	Ped/Bike Program	725,130	80,570	805,700
Totals				0		796,680	88,520	885,200

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	53,000	0	0	0	0
RW	26,500	0	0	0	0
CN	0	805,700	0	0	0
Totals	79,500	805,700	0	0	0

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County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	6	South George Washington Way Intersection Improvements George Washington Way I-182 to Comstock Street Upgrade and reconfigure George Washington Way(GWW) including the intersections of GWW/Columbia Point Drive/Adams Street and GWW/Comstock Street to provide improved safety, capacity, and mobility. Also includes modifying the WB I-182, NB SR 240, and SB SR 240 ramps to improve safety.	R031	06/19/18	06/19/18			03	O S W	0.680	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022	STP(UL)	141,940	TIB	340,640	85,160	567,740
P	RW	2022	STP(UL)	128,750	TIB	77,250	309,000	515,000
P	CN	2023	STP(UL)	1,606,500	TIB	3,855,580	963,900	6,425,980
Totals				1,877,190		4,273,470	1,358,060	7,508,720

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	567,740	0
RW	0	0	0	515,000	0
CN	0	0	0	0	6,425,980
Totals	0	0	0	1,082,740	6,425,980

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	7	South George Washington Way Pedestrian Access & Safety Improvements George Washington Way Aaron Way to Columbia Point Drive Improve pedestrian access an safety crossing George Washington Way by constructing a grade-separated pedestrian crossing.	WA-11158	06/19/18	06/19/18			28	O S W	0.050	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0		0	206,000	206,000
P	CN	2023		0	TIB	257,500	1,390,500	1,648,000
P	CN	2023		0	Ped/Bike Program	824,000	0	824,000
Totals				0		1,081,500	1,596,500	2,678,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	206,000	0
CN	0	0	0	0	2,472,000
Totals	0	0	0	206,000	2,472,000

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
12	8	SR240/Aaron Intersection Improvements SR240 SR240 EB Ramp to I-182 EB Ramp Construct grade separated eastbound ramp from EB SR240 to EB I-182. Reconstruct existing SR240/Aaron Dr intersection.	WA-11163	06/19/18	06/19/18			03	O	0.570	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	4,000,000	4,000,000
P	CN	2024		0		0	36,000,000	36,000,000
Totals				0		0	40,000,000	40,000,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	4,000,000
CN	0	0	0	0	36,000,000
Totals	0	0	0	0	40,000,000

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County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	9	VanGiesen/Thayer Intersection Improvements VanGiesen St Thayer Dr to Thayer Dr Reconstruct the intersection of VanGiesen Street and Thayer Drive as a single lane roundabout.	WA-11165	06/19/18	06/19/18			21	P S	0.100	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019	HSIP	47,100		0	5,200	52,300
P	RW	2019	HSIP	11,100		0	1,200	12,300
P	CN	2020	HSIP	737,600		0	0	737,600
Totals				795,800		0	6,400	802,200

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	52,300	0	0	0	0
RW	12,300	0	0	0	0
CN	0	737,600	0	0	0
Totals	64,600	737,600	0	0	0

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	10	McMurray RFB - Safety Grant McMurray Everest to Everest Installation of a Rapid Flash Beacon and restripe turn lanes to sort traffic and reduce confusion at the intersection.	WA-11164	06/19/18	06/19/18			28	O P	0.010	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019	HSIP	3,100		0	400	3,500
P	CN	2019	HSIP	37,000		0	0	37,000
Totals				40,100		0	400	40,500

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	3,500	0	0	0	0
CN	37,000	0	0	0	0
Totals	40,500	0	0	0	0

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MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	11	Marcus Whitman Elementary - SRTS Winslow Ave Wright Ave to Lee Blvd Construct sidewalks and ADA ramps along Humphreys St and Winslow St on the designated school walk route for Marcus Whitman Elementary.	R035	06/19/18	06/19/18			28	O W	0.200	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0	SRTS	23,400	2,600	26,000
P	CN	2020		0	SRTS	106,335	11,815	118,150
Totals				0		129,735	14,415	144,150

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	26,000	0	0	0	0
CN	0	118,150	0	0	0
Totals	26,000	118,150	0	0	0

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MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	12	Orchard Elementary - SRTS Gala Way Gala Way to Gala Way Construct a raised pedestrian crosswalk with ADA ramps and flashing beacons.	WA-11162	06/19/18	06/19/18			28		0.010	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0	SRTS	7,395	0	7,395
P	CN	2019		0	SRTS	43,500	0	43,500
Totals				0		50,895	0	50,895

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	7,395	0	0	0	0
CN	43,500	0	0	0	0
Totals	50,895	0	0	0	0

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	13	Center Parkway South Extension Rachel Road Leslie Rd to Clearwater Creek Construct a 2-lane rural collector with bike lanes, separated pathway, street lights and storm drainage on both sides of the street. Left turn lanes will be constructed where needed.	R008	06/19/18	06/19/18			01	O P S W	0.520	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0		0	210,000	210,000
P	RW	2020		0		0	200,000	200,000
P	CN	2021		0		0	2,167,000	2,167,000
Totals				0		0	2,577,000	2,577,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	210,000	0	0	0	0
RW	0	200,000	0	0	0
CN	0	0	2,167,000	0	0
Totals	210,000	200,000	2,167,000	0	0

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	14	Queensgate Drive Extension - Phase 1 Queensgate Drive Shockley Rd to Keene Rd Construct a 3-lane street with curb, gutter, sidewalk, street lights and drainage facilities on both sides. Construct a roundabout at the Queensgate Drive/Shockley Road intersection. Modify the Keene Road/Queensgate Drive traffic signal to accommodate the new south leg of Queensgate Drive.	R012	06/19/18	06/19/18			01	C G P S T W	0.450	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	150,000	150,000
P	RW	2023		0		0	100,000	100,000
P	CN	2024		0		0	850,000	850,000
Totals				0		0	1,100,000	1,100,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	150,000
RW	0	0	0	0	100,000
CN	0	0	0	0	850,000
Totals	0	0	0	0	1,100,000

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	15	Step toe Street / Tap teal Drive Intersection Improvements CID Canal to Canyon Street Realign Tap teal Drive and Step toe Street intersection by constructing a new intersection. Also includes sidewalks, street lights, fully signalized and gated at-grade railroad crossing, storm drainage.	R029	06/19/18	06/19/18			03	S W	0.230	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0		0	100,000	100,000
P	CN	2020		0		0	1,369,900	1,369,900
Totals				0		0	1,469,900	1,469,900

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	100,000	0	0	0	0
CN	0	1,369,900	0	0	0
Totals	100,000	1,369,900	0	0	0

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Y Inside

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
12	16	Island View to Vista Field Trail Georgia Ave Tapteal to Columbia Park Trail Construct a grade separated pathway across SR240 with continued pathway connecting into existing and proposed sidewalks on either end.	WA-11160	06/19/18	06/19/18			28	O	0.510		Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0		0	745,570	745,570
P	RW	2023		0		0	160,000	160,000
P	CN	2024		0		0	4,250,000	4,250,000
Totals				0		0	5,155,570	5,155,570

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	745,570
RW	0	0	0	0	160,000
CN	0	0	0	0	4,250,000
Totals	0	0	0	0	5,155,570

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	17	Dallas Rd/Trowbridge Blvd I/S Improvements Trowbridge Blvd Dallas Rd to Dallas Rd Reconstruct intersection for additional capacity.	WA-11173	06/19/18	06/19/18			03	P S	0.110	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	65,000	65,000
P	CN	2024		0		0	435,000	435,000
Totals				0		0	500,000	500,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	65,000
CN	0	0	0	0	435,000
Totals	0	0	0	0	500,000

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Y InsideN Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	18	Dallas Rd/Ava Way I/S Improvements Ava Way Dallas Rd to Dallas Rd Reconstruct intersection for additional capacity.	WA-11174	06/19/18	06/19/18			03		0.110	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	65,000	65,000
P	CN	2024		0		0	435,000	435,000
Totals				0		0	500,000	500,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	65,000
CN	0	0	0	0	435,000
Totals	0	0	0	0	500,000

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	19	Queensgate Drive Extension - Phase II Queensgate Drive Legacy Ln to City Limit Construct new 2-lane collector with curb, gutter, sidewalk, street lights, and storm drainage facilities on both sides	R013	06/19/18	06/19/18			01	P S W	0.640	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0		0	81,160	81,160
P	RW	2023		0		0	436,160	436,160
P	CN	2024		0		0	349,310	349,310
Totals				0		0	866,630	866,630

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	81,160	0
RW	0	0	0	0	436,160
CN	0	0	0	0	349,310
Totals	0	0	0	81,160	785,470

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Y Inside
N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	20	Shockley Rd Extension Shockley Rd Keene Rd to Columbia Park Trail Construct a new 2-lane street with curb, gutter, sidewalk, bike lanes, street lights and storm drainage facilities	WA-11166	06/19/18	06/19/18			01	O P S W	0.600	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	110,280	110,280
P	RW	2023		0		0	824,380	824,380
P	CN	2024		0		0	367,600	367,600
Totals				0		0	1,302,260	1,302,260

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	110,280
RW	0	0	0	0	824,380
CN	0	0	0	0	367,600
Totals	0	0	0	0	1,302,260

Six Year Transportation Improvement Program

From 2019 to 2024

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	21	Trowbridge Blvd Trowbridge Blvd Dallas Rd to Ava Way Construct additional 2-lane half street with curb, gutter, sidewalk, bike lanes, street lights and storm drainage facilities.	WA-11168	06/19/18	06/19/18			01	O P S W	0.500	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0		0	128,280	128,280
P	RW	2019		0		0	456,570	456,570
P	CN	2020		0		0	427,600	427,600
Totals				0		0	1,012,450	1,012,450

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	128,280	0	0	0	0
RW	456,570	0	0	0	0
CN	0	427,600	0	0	0
Totals	584,850	427,600	0	0	0

Six Year Transportation Improvement Program
From 2019 to 2024

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	22	Trowbridge Blvd Trowbridge Blvd Ava Way to Road B-c Construct a new 2-lane street with curb, gutter, sidewalk, bike lanes, street lights and storm drainage facilities.	WA-11169	06/19/18	06/19/18			01	O P S W	1.040	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	422,860	422,860
P	RW	2023		0		0	1,480,610	1,480,610
P	CN	2024		0		0	1,409,540	1,409,540
Totals				0		0	3,313,010	3,313,010

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	422,860
RW	0	0	0	0	1,480,610
CN	0	0	0	0	1,409,540
Totals	0	0	0	0	3,313,010

Six Year Transportation Improvement Program
From 2019 to 2024

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	23	Dallas Road Widening Dallas Road City Limits to I-82 Widening Dallas Road from 2-lanes to 4-lanes with curb, gutter, sidewalk, bike lanes, streets lights and storm drainage facilities.	WA-11171	06/19/18	06/19/18			03	P S	0.720	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	274,270	274,270
P	CN	2020		0		0	914,230	914,230
Totals				0		0	1,188,500	1,188,500

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	274,270
CN	0	0	0	0	914,230
Totals	0	0	0	0	1,188,500

Six Year Transportation Improvement Program
From 2019 to 2024

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	24	Ava Way Extension Ava Way Malbec Ave to Trowbridge Blvd Construct a new 2-lane street with curb, gutter, sidewalk, bike lanes, street lights and storm drainage facilities.	WA-11170	06/19/18	06/19/18			01	O P S W	0.200	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0		0	81,120	81,120
P	RW	2019		0		0	280,030	280,030
P	CN	2020		0		0	270,380	270,380
Totals				0		0	631,530	631,530

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	81,120	0	0	0	0
RW	280,030	0	0	0	0
CN	0	270,380	0	0	0
Totals	361,150	270,380	0	0	0

Six Year Transportation Improvement Program
From 2019 to 2024

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
11	25	Dallas Rd/I-82 WB Ramp I/S Improvements Dallas Road I-82 to I-82 Reconstruct ramp and intersection for added capacity.	WA-11177	06/19/18	06/19/18			03	P S	0.410	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	78,000	78,000
P	CN	2024		0		0	522,000	522,000
Totals				0		0	600,000	600,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	78,000
CN	0	0	0	0	522,000
Totals	0	0	0	0	600,000

Six Year Transportation Improvement Program
From 2019 to 2024

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
11	26	Dallas Rd/I-82 EB Ramp I/S Improvements Dallas Road I-82 to I-82 Reconstruct ramp and intersection for added capacity.	WA-11178	06/19/18	06/19/18			03	P S	0.410	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	78,000	78,000
P	CN	2024		0		0	522,000	522,000
Totals				0		0	600,000	600,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	78,000
CN	0	0	0	0	522,000
Totals	0	0	0	0	600,000

Six Year Transportation Improvement Program
From 2019 to 2024

Agency: Richland
County: Benton
MPO/RTPO: BFCG

Y InsideN Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	27	Bella Coola Ln Bella Coola Ln Trowbridge Blvd to Road B-C Construct a new 2-lane street with curb, gutter, sidewalk, bike lanes, street lights and storm drainage facilities.	WA-11172	06/19/18	06/19/18			01	O P S W	1.340	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	534,420	534,420
P	RW	2023		0		0	1,858,130	1,858,130
P	CN	2024		0		0	1,781,400	1,781,400
Totals				0		0	4,173,950	4,173,950

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	534,420
RW	0	0	0	0	1,858,130
CN	0	0	0	0	1,781,400
Totals	0	0	0	0	4,173,950

Six Year Transportation Improvement Program
From 2019 to 2024

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	28	Trowbridge Blvd/Ava Way I/S Improvements Trowbridge Blvd Ava Way to Ava Way Reconstruct intersection for additional capacity.	WA-11175	06/19/18	06/19/18			03	P S	0.110	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	52,000	52,000
P	CN	2024		0		0	348,000	348,000
Totals				0		0	400,000	400,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	52,000
CN	0	0	0	0	348,000
Totals	0	0	0	0	400,000

Six Year Transportation Improvement Program
From 2019 to 2024

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	29	Trowbridge Blvd/Bella Coola Ln I/S Improvements Trowbridge Blvd Bella Coola Ln to Bella Coola Ln Reconstruct intersection for additional capacity.	WA-11176	06/19/18	06/19/18			03	P S	0.110	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	39,000	39,000
P	CN	2024		0		0	261,000	261,000
Totals				0		0	300,000	300,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	39,000
CN	0	0	0	0	261,000
Totals	0	0	0	0	300,000

Six Year Transportation Improvement Program
From 2019 to 2024

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	30	Road B-C/Trowbridge I/S Improvements Trowbridge Blvd Road B-C to Road B-C Reconstruct intersection for additional capacity.	WA-11179	06/19/18	06/19/18			03	P S	0.110	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	65,000	65,000
P	CN	2024		0		0	435,000	435,000
Totals				0		0	500,000	500,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	65,000
CN	0	0	0	0	435,000
Totals	0	0	0	0	500,000

Six Year Transportation Improvement Program
From 2019 to 2024

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	31	Road B-C Road B-C Corvina St to Queensgate Dr. Construct a new 2-lane street with curb, gutter, sidewalk, bike lanes, street lights and storm drainage facilities.	WA-11167	06/19/18	06/19/18			01	O P S W	0.880	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	162,650	162,650
P	RW	2023		0		0	1,215,900	1,215,900
P	CN	2024		0		0	542,180	542,180
Totals				0		0	1,920,730	1,920,730

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	162,650
RW	0	0	0	0	1,215,900
CN	0	0	0	0	542,180
Totals	0	0	0	0	1,920,730

Six Year Transportation Improvement Program
From 2019 to 2024

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	32	Gage Boulevard Improvements Gage Boulevard Penny Royal Ave to Morency Dr. Add bike lanes, shoulders, sidewalks, street lights, storm drainage on Gage Boulevard.	R028	06/19/18	06/19/18			04	O P	0.750	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	77,250	77,250
P	CN	2024		0		0	772,500	772,500
Totals				0		0	849,750	849,750

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	77,250
CN	0	0	0	0	772,500
Totals	0	0	0	0	849,750

Six Year Transportation Improvement Program

From 2019 to 2024

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	33	Gage Boulevard Extension Gage Boulevard Morency Dr. to Queensgate Blvd. Construct a 3-lane street with curb, gutter, sidewalk, street lights and drainage facilities on both sides.	WA-11159	06/19/18	06/19/18			01	O P	0.600	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	192,420	192,420
P	RW	2023		0		0	983,710	983,710
P	CN	2024		0		0	823,130	823,130
Totals				0		0	1,999,260	1,999,260

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	192,420
RW	0	0	0	0	983,710
CN	0	0	0	0	823,130
Totals	0	0	0	0	1,999,260

Six Year Transportation Improvement Program
From 2019 to 2024

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	34	Stevens Drive Pathway Stevens Drive Spengler St to Horn Rapids Rd Construct a separated multi-use pathway on east side of Stevens Drive.	R016	06/19/18	06/19/18			28	C P T	2.250	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	72,100	72,100
P	CN	2024		0		0	906,400	906,400
Totals				0		0	978,500	978,500

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	72,100
CN	0	0	0	0	906,400
Totals	0	0	0	0	978,500

Six Year Transportation Improvement Program
From 2019 to 2024

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
12	35	Vantage Highway Pathway - Phase 3 SR 240 Twin Bridges Road to Kingsgate Way Construct a new, separated Hot Mix Asphalt multi-use pathway on the north side of SR 240.	R034	06/19/18	06/19/18			28		1.750	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023	TAP(UL)	31,800		0	21,200	53,000
P	CN	2024	TAP(UL)	530,000		0	53,000	583,000
Totals				561,800		0	74,200	636,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	53,000
CN	0	0	0	0	583,000
Totals	0	0	0	0	636,000

Six Year Transportation Improvement Program

From 2019 to 2024

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	36	Kingsgate/Queensgate Corridor Improvements Kingsgate/Queensgate Queensgate Drive to SR240 Construct a new 2-lane street and bridge over the Yakima River with curb, gutter, sidewalk, bike lanes, street lights and storm drainage facilities.	WA-11161	06/19/18	06/19/18			01		4.770	EA	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	9,642,000	9,642,000
P	RW	2023		0		0	8,575,385	8,575,385
P	CN	2024		0		0	46,062,615	46,062,615
Totals				0		0	64,280,000	64,280,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	9,642,000
RW	0	0	0	0	8,575,385
CN	0	0	0	0	46,062,615
Totals	0	0	0	0	64,280,000

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Richland	7,685,813		9,851,994	142,799,452	160,337,259

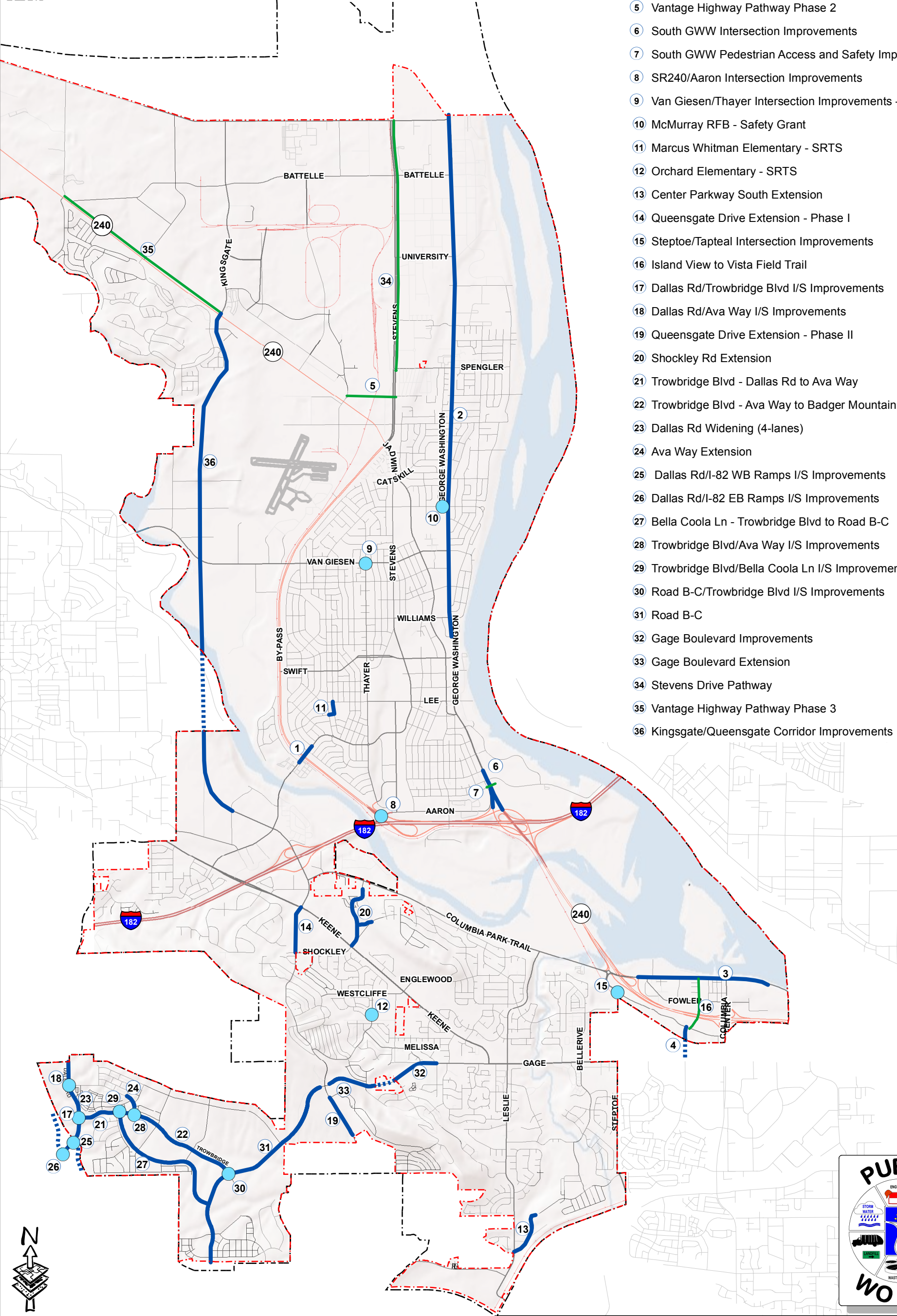
City of Richland

2019 - 2024 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM MAP

Project List

- Intersection Improvements
- Other Transportation Improvements
- Multi-Use Trails
- Richland City Limits
- Urban Growth Area

- 1 Duportail Bridge - Phase II
- 2 George Washington Way Pavement Preservation
- 3 Columbia Park Trail East
- 4 Center Parkway North Extension
- 5 Vantage Highway Pathway Phase 2
- 6 South GWW Intersection Improvements
- 7 South GWW Pedestrian Access and Safety Improvements
- 8 SR240/Aaron Intersection Improvements
- 9 Van Giesen/Thayer Intersection Improvements - Safety Grant
- 10 McMurray RFB - Safety Grant
- 11 Marcus Whitman Elementary - SRTS
- 12 Orchard Elementary - SRTS
- 13 Center Parkway South Extension
- 14 Queensgate Drive Extension - Phase I
- 15 Steptoe/Tapteal Intersection Improvements
- 16 Island View to Vista Field Trail
- 17 Dallas Rd/Trowbridge Blvd I/S Improvements
- 18 Dallas Rd/Ava Way I/S Improvements
- 19 Queensgate Drive Extension - Phase II
- 20 Shockley Rd Extension
- 21 Trowbridge Blvd - Dallas Rd to Ava Way
- 22 Trowbridge Blvd - Ava Way to Badger Mountain Pkwy
- 23 Dallas Rd Widening (4-lanes)
- 24 Ava Way Extension
- 25 Dallas Rd/I-82 WB Ramps I/S Improvements
- 26 Dallas Rd/I-82 EB Ramps I/S Improvements
- 27 Bella Coola Ln - Trowbridge Blvd to Road B-C
- 28 Trowbridge Blvd/Ava Way I/S Improvements
- 29 Trowbridge Blvd/Bella Coola Ln I/S Improvements
- 30 Road B-C/Trowbridge Blvd I/S Improvements
- 31 Road B-C
- 32 Gage Boulevard Improvements
- 33 Gage Boulevard Extension
- 34 Stevens Drive Pathway
- 35 Vantage Highway Pathway Phase 3
- 36 Kingsgate/Queensgate Corridor Improvements



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Date: 6/5/2018

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 100-18, Authorizing a Purchase and Sale Agreement with Dule and Alma Mehic

Department:

Community Development Services

Ordinance/Resolution Number:

100-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 100-18, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with Dule and Alma Mehic for the purchase of two (2) lots in the Horn Rapids Business Center.

Summary:

Dule and Alma Mehic are proposing to purchase two lots comprising a total of 124,726 square feet in the Horn Rapids Business Center for the development of commercial uses.

The purchase price for the lot along the south side of Henderson Loop West is \$1.75 per square foot, and the purchase price for the lot along the north side of Henderson Loop West is \$1.50 per square foot. Given the fact that the developable areas of these lots are restricted due to the narrowing segments between property lines and right-of-way along the curved sections of Henderson Loop West, and because the north lot is encumbered with significant utility and access easements, the City has agreed to apply the purchase price to only 55,806 square feet of the total 56,846 square feet of the south lot, and to only 54,132 square feet of the total 67,880 square feet of the north lot, resulting in an estimated total purchase price of \$178,859.

The unit purchase price for each lot is consistent with the City of Richland's Resolution No. 35-13, which established pricing within the Horn Rapids Business Center in September 2013.

Dule and Alma Mehic are proposing to develop each lot with a minimum of 5,000 square feet of commercial tenant-space buildings. Closing on the sale will be less than sixty (60) days after the Henderson Loop extension is substantially constructed and the lots have been formally created. The City will retain a repurchase right if an application for approval of building plans is not submitted to the City within six (6) months of closing, or if construction does not begin within eighteen (18) months of closing.

The proposed purchase was reviewed by the Economic Development Committee (EDC) at its May 21, 2018 meeting. The EDC recommended approval. Staff also recommends approval of Resolution No. 100-18.

Fiscal Impact:

The purchase Price is \$1.50 per square foot for the north lot, and \$1.75 per square foot for the south lot, for an estimated gross proceeds of \$178,859. Net proceeds after closing will be distributed to the City's Industrial Development Fund.

Attachments:

1. Resolution No. 100-18
2. Dule & Alma Mehic - PSA
3. Site Map

RESOLUTION NO. 100-18

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement by and between the City of Richland and Dule and Alma Mehic.

WHEREAS, the City of Richland is the owner of 124,726 square feet of City-owned surplus property comprised of two parcels located along either side of a curved segment of the new Henderson Loop West in the Horn Rapids Business Center; and

WHEREAS, pursuant to Richland Municipal Code (RMC) Section 3.06, the City of Richland has full authority to negotiate the sale of surplus property in the best interests of the City; and

WHEREAS, the aforesaid City-owned property is available for sale; and

WHEREAS, pursuant to Resolution No. 35-13, which was adopted by City Council on September 17, 2013, the interior parcel along the north side of Henderson Loop West is available for sale for \$1.50 per square foot, and the highway frontage parcel along the south side of Henderson Loop West is available for \$1.75 per square foot; and

WHEREAS, Dule and Alma Mehic have agreed to purchase the property for the stated price; and

WHEREAS, at its May 21, 2018 meeting, the Economic Development Committee (EDC) favorably recommended the sale of the 124,726 square feet of City-owned surplus property in the Horn Rapids Business Center to Dule and Alma Mehic for the total sale price of \$178,859.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Purchase and Sale Agreement with Dule and Alma Mehic for the sale of 124,726 square feet of City-owned property as described herein for a total sale price of \$178,859.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of June, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: Parcel 3, Block 3, Record Survey No. 2056

This Agreement for Purchase and Sale of Real Property (the “Agreement”) is made and entered into between the **CITY OF RICHLAND**, a Washington municipal corporation (“Seller”), and **DULE AND ALMA MEHIC**, husband and wife, (“Purchasers”). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.2 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchasers agree to purchase, on the terms hereafter stated, the unimproved real properties within Parcel 3, Block 3, Record Survey No. 2056, City of Richland, Benton County, Washington, which are legally described as **Parcel 1** and **Parcel 2** in **Exhibit A** and depicted in **Exhibit B**, attached hereto (hereinafter referred to as the “Property”).

1.1. Laws and Rights. Purchasers acknowledge and agree that the sale and conveyance of the Property to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

1.2. Timing of Conveyance. The Properties shall be conveyed to Purchasers at Closing by a Statutory Warranty Deed (“Deed”) subject to the Exceptions accepted or deemed accepted by Purchasers pursuant to Section 4.1 below and the Repurchase Right set forth in Section 11.13 below.

2. Purchase Price. The purchase price for the Property shall be the sum of one hundred seventy-eight thousand eight hundred fifty-nine dollars and no cents (\$178,859.00) (the “Purchase Price”), computed on a price of:

Parcel 1: One dollar and seventy-five cents (\$1.75) per square foot of property applied to the 55,806 net square feet of the 56,846 gross square feet of the parcel; and

Parcel 2: One dollar and fifty cents (\$1.50) per square foot of property applied to the 54,132 net square feet of the 67,880 gross square feet of the parcel.

The Purchase Price shall be paid by Purchasers to Seller in the form of all cash to be deposited in an escrow account with Chicago Title Insurance Company (the “Title Company”) at Closing (as defined in Section 6 below).

2.1. Earnest Money Deposit. As consideration for Seller’s execution and delivery of this Agreement, Purchasers will deposit with the Title Company a certified or cashier’s check or wire transfer in the amount of five thousand dollars (\$5,000) within five (5) business days of the Effective Date (as defined in Section 3.2 below) (the “Earnest Money Deposit”). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. Purchasers shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchasers’ choice. The Earnest Money Deposit will be returned if Purchasers terminates this Agreement during the Due Diligence Period (as defined in Section 3.3 below) or as otherwise expressly provided in this Agreement. However, should Purchasers default or terminate this

Agreement at any time following the expiration or waiver of the Due Diligence Period, (a) the Earnest Money Deposit shall be disbursed to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

3.1. City Approval. The execution and delivery of this Agreement by Seller is contingent upon approval of this Agreement by the City Council of the City of Richland in its sole discretion. In the event the Richland City Council does not approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Executed Contract. The "Effective Date" of this Agreement is the date upon which both parties have signed this Agreement. If this Agreement is signed on different days, the "Effective Date" of this Agreement is the date of the last signing party. Notwithstanding the foregoing, Purchasers and Seller must sign this Agreement within fifteen (15) business days of approval from the City Council of the City of Richland. If signatures are not obtained from both parties within fifteen (15) business days, this Agreement shall automatically terminate and be without any further force and effect, and without further obligation of either party to the other.

4. Title Matters.

4.1. Preliminary Title Report; Title Review. Within five (5) business days after the Effective Date, Purchasers, at their sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the "Preliminary Commitment"), and upon receipt, furnish same to Seller.

(a) Purchasers shall have fifteen (15) business days after receipt of the Preliminary Commitment and Survey to advise Seller in writing of any encumbrances, restrictions, easements or other matters contained in the Preliminary Commitment or on the Survey (the "Exceptions") to which Purchasers object. All Exceptions to which Purchasers do not object in writing within the fifteen (15) day period shall be deemed accepted by Purchasers.

(b) If Purchasers object to any Exceptions within the fifteen (15) day period, Seller shall advise Purchasers in writing within five (5) business days of receipt of Purchasers' written objections (i) which Exceptions Seller will remove at Closing, (ii) which Exceptions the Title Company has agreed to insure around in the title policy to be issued at Closing (together with the proposed form of endorsement) and (iii) which Exceptions will not be removed or insured around.

(c) Within ten (10) business days of receipt of Seller's response to Purchasers' written objections, and assuming Seller has not agreed to remove all exceptions to which Purchasers object, Purchasers shall notify Seller in writing of Purchasers' election to either (i) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to

Purchasers, or (ii) waive its objections to the Exceptions the Title Company has agreed to insure around and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Purchasers.

4.2. Title Insurance. Seller shall cause the Title Company to be prepared to deliver to Purchasers at Closing an Owner's ALTA Standard Coverage policy of title insurance issued by Title Company in the face amount of the Purchase Price, dated the date of Closing, insuring Purchasers' title subject to no exceptions other than the standard printed exceptions and the Exceptions deemed accepted by Purchasers pursuant to Section 4.1 above. The policy of title insurance shall also include such endorsements as Purchasers or Purchasers' Lender may reasonably request.

5. Due Diligence. Purchasers are granted a due diligence period until and including sixty (60) calendar days after receipt of the Preliminary Commitment described in Section 4.1 above (the "Due Diligence Period"). Said Due Diligence Period may be extended an additional thirty (30) calendar days upon written mutual agreement by both Purchasers and Seller. Purchasers may conduct, at their own expense, a full review of legal, title, environmental, archaeological and any other related issues subject to the terms of this Section 5. If the results of said review are unsatisfactory in Purchasers' sole discretion, Purchasers may, at their option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the Due Diligence Period (the "Due Diligence Termination Notice"). In the event of termination by Purchasers under this section, this Agreement shall immediately terminate and be without any further force and effect, the Earnest Money Deposit shall be returned to Purchasers pursuant to Section 2.1; and neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein. If Purchasers fail to provide a Due Diligence Termination Notice to Seller on or before the expiration of the Due Diligence Period, the due diligence contingency set forth under this Section 5 shall be deemed waived by Purchasers, and this Agreement shall continue in full force and effect.

5.1. Reasonableness Required. All inspections of the Property shall occur at reasonable times agreed upon by Seller and Purchasers and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller. Purchasers shall not do any invasive testing, sampling or drilling at the Property without first obtaining Seller's prior written consent (which may be conditioned or denied in Seller's sole and absolute discretion). Purchasers shall promptly restore the Property to substantially the same condition which existed prior to any such investigations, tests, surveys and other analyses, at Purchasers' sole cost and expense. Seller shall be entitled to have a representative present at all times while Purchasers or its representatives or agents are physically on the Property. Purchasers hereby agree that they shall carry, and shall cause all representatives and agents of Purchasers entering the Property on behalf of Purchasers in furtherance of the right of access granted under this Agreement to carry, commercial general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000) combined single limit and providing that such coverages are primary and naming Seller as an additional insured. Prior to any entry onto the Property by Purchasers or their agents, employees, consultants or representatives, Purchasers shall provide to Seller certificates evidencing such insurance coverage. Purchasers agrees to indemnify and hold Seller harmless of and from any

claim for damages or injuries arising from Purchasers' inspections of the Property; such obligations shall survive Closing or any termination of this Agreement.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is sixty (60) calendar days after the City of Richland Public Works Department issues a substantial completion of Henderson Loop West, or within nine (9) months of the Effective date of this Agreement, whichever occurs first; provided, however, in no event will Closing occur until Parcels 1 and 2 are improved with legal road access and utilities as approved by the City of Richland Public Works Department. Purchasers and Seller shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including, but not limited to, the Deed. As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Seller shall pay (i) the premium for the standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, (ii) deed or real property transfer taxes, and (iii) one-half of Title Company's escrow fees and charges. Purchasers shall pay (i) the costs of the extended coverage portion of the policy of title insurance and any title insurance endorsements required by Purchasers (other than the costs of the title insurance endorsements to be provided by Seller pursuant to the first sentence of this Section 6.1), and (ii) one-half of Title Company's escrow fees and charges. Real property taxes, assessments, surface water management charges, utilities and other expenses of the Property shall be prorated as of the date of Closing with Purchasers bearing the costs of the date of Closing. All other closing costs shall be paid and allocated in accordance with the custom in the county in which the Property is located. Each party shall be responsible for its own legal, accounting and consultant fees.

7. Covenants, Representations and Warranties.

7.1. Seller's Covenants. Seller hereby covenants and agrees as follows:

(a) From the Effective Date through the Closing Date, Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property which are not terminable, without penalty, on 30 days' notice, without Purchasers' prior written consent.

(b) From the Effective Date through the Closing Date, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, or easement against the title to the Property without Purchasers' prior consent.

(c) From the Effective Date through the Closing Date, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

7.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchasers, each of which shall be true on the Effective Date and

on the date of Closing. Seller shall immediately provide Purchasers with written notice of any event which would make any representation or warranty set forth below materially incorrect or untrue, and upon receipt of such notice, Purchasers may elect to terminate this Agreement. Upon Purchasers' election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either part to the other. If this Agreement is terminated under this section, the Earnest Money Deposit shall be returned to Purchasers.

(a) Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Agreement and such other documents will have been, or will be, taken.

(b) Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

(c) Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

(d) Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

(e) To Seller's knowledge, no special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

(f) Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

(g) Seller is a Washington municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

7.3. Purchasers' Representations. Purchasers hereby makes the following representations to Seller, each of which shall be true on the Effective Date hereof and on the date of Closing.

(a) Purchasers has full power and authority to enter into and carry out the terms and provisions of this Agreement, and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchasers necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken.

(b) As of the Effective Date and as of the date of Closing, neither Purchasers nor, to Purchasers' knowledge, any of their affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors,

representative or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action ("OFAC").

(c) Purchasers represents that it has sufficient funds to close this transaction.

(d) Purchasers further represent that both Parcel 1 and Parcel 2 of the Property will be developed with a minimum of 5,000 square feet of commercial/light industrial tenant buildings. Any deviation from this intended use must be authorized by the Seller in writing or be subject to Seller's Right to Repurchase as set forth in Section 11.13 below. This Agreement does not alleviate the Purchasers from obtaining the necessary approvals, authorizations or permits required for development of the Property for said use, nor shall this Agreement be construed as granting such approval.

(e) Purchasers acknowledges that pole buildings are prohibited in the Horn Rapids Commercial Plaza and agrees that Purchasers will not build pole buildings on the Property.

8. Casualty and Condemnation.

8.1. Material Casualty or Condemnation. If prior to the Closing Date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchasers or Seller may, at its option, terminate this Agreement by written notice to the other party given within two (2) business days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2) business day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchasers at Closing of all Seller's interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

8.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 8.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 8.1, neither Purchasers nor Seller shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to (i) the cost to repair that portion of the Property so damaged by insured casualty, or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing, Purchasers shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

9. Purchasers' Remedies. If Seller fails without legal excuse to complete the sale of the Property in accordance with the terms of this Agreement, Purchasers may elect one of the following remedies (Purchasers hereby waiving any and all other remedies): (a) specific performance of this Agreement (provided an action thereon is commenced with thirty (30) days of

Seller's failure to perform), or (b) terminate this Agreement and receive a refund of the Earnest Money Deposit.

10. Liquidated Damages. IN THE EVENT OF DEFAULT BY PURCHASERS IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT FORTHWITH AND WITHOUT FURTHER OBLIGATION TO PURCHASERS, AND TO KEEP THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. PURCHASERS AGREE THAT IT IS DIFFICULT TO ASSESS THE AMOUNT OF DAMAGES INCURRED BY THE SELLER IN THE EVENT OF A DEFAULT BY THE PURCHASERS. AS OF THE ENTRY OF THIS CONTRACT, THE AMOUNT OF THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES.

11. Miscellaneous.

11.1. Finder's Fee. Purchasers and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this Section 11.1 shall survive the closing.

11.2. Time of the Essence. Time is of the essence of every provision of this Agreement.

11.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

If to Seller: City of Richland
Attn: Economic Development Office
505 Swift Blvd., MS-18
Richland, Washington 99352
Phone: (509) 942-7583

If to Purchasers: Dule Mehic
1056 Allenwhite Drive
Richland, Washington 99352
Phone: (509) 539-9387

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

11.4. Assignments and Successors. Purchasers may not assign this Agreement without Seller's written consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchasers of any liability or obligation hereunder.

11.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

11.6. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

11.7. Binding Effect. Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between Purchasers and Seller only upon its execution by an authorized representative of each such party.

11.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase and Sale Agreement or any amendment or exhibits hereto.

11.9. Counterparts. This Agreement may be executed in several counterparts, including by portable document format (.pdf), each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

11.10. Time. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, "business day" refers to any day which is not a Saturday, Sunday or a holiday in the State of Washington. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

11.11. Merger. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchasers shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchasers and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the Closing.

11.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

11.13. Right to Repurchase. This Property is being sold to Purchasers in anticipation of both Parcel 1 and Parcel 2 of the Property being developed with a minimum of 5,000 square feet of commercial/light industrial tenant buildings, subject to the following:

(a) If Purchasers fail within eight (8) months of Closing to submit an application to Seller for approval of building plans for either Parcel 1 or Parcel 2 of the Property, as chosen by Purchasers, Seller reserves the right to reclaim title to both Parcel 1 and Parcel 2 of the Property through repurchase.

(b) If Purchasers fail within eighteen (18) months of Closing to submit an application to Seller for approval of building plans for the second parcel to be developed, as chosen by Purchasers, Seller reserves the right to reclaim title to the second undeveloped parcel of the Property through repurchase.

(c) If Purchasers fail within eighteen (18) months of Closing to initiate construction of structures, as authorized by the issuance of a building permit, for the first parcel for which building plans were approved by the City, Seller reserves the right to reclaim title to both Parcel 1 and Parcel 2 of the Property through repurchase.

(d) If Purchasers fail within twenty-four (24) months of Closing to initiate construction of structures, as authorized by the issuance of a building permit, for the second parcel for which building plans were approved by the City, Seller reserves the right to reclaim title to the second undeveloped property through repurchase.

(e) The rights of Seller set forth in Sections 11.13(a) and (b) are referred to in this Agreement as the "Right to Repurchase."

(f) Seller shall reclaim the Property by refunding, without interest, the original Purchase Price of one hundred seventy-eight thousand eight hundred fifty-nine dollars and no cents (\$178,859.00) for the Property if both Parcel 1 and Parcel 2 are reclaimed together. If either parcel is reclaimed separately, Seller shall refund the purchase price of ninety-seven thousand six hundred sixty-one dollars and no cents (\$97,661.00) for Parcel 1, or eighty-one thousand one hundred ninety-eight dollars and no cents (\$81,198.00) for Parcel 2.

(g) Purchasers and Seller shall each pay for one-half of the closing costs related to Seller's repurchase of the Property. Other than closing costs, Seller will not assume any liability for expenses incurred by Purchasers in conducting this transaction. Purchasers agrees to re-convey fee title to Seller within sixty (60) calendar days of receipt of notification of Seller's election to exercise its Right to Repurchase.

(h) This Right to Repurchase is exclusive to Seller and shall be exercised at Seller's sole discretion. This Right to Repurchase shall survive thirty-sixty months (36) months after Closing or until such time as building commences, whichever is earlier.

(i) Seller shall be under no obligation to exercise this Right to Repurchase. Purchasers agrees that Seller must grant approval to any resale of the Property by Purchasers to any third party within the thirty-six (36) month Right to Repurchase period, which approval shall be given in Seller's sole discretion. This Right to Repurchase shall survive Closing and the delivery of the Deed.

(j) Seller and Purchasers agree to execute a Memorandum of Repurchase Right to evidence Seller's Right to Repurchase, which Memorandum may be recorded by Seller in the real property records of Benton County, Washington.

11.14. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Purchasers under this Agreement. Purchasers is encouraged to review the completed contract with counsel before signing this Agreement.

[Signature Page to Follow]

Exhibit A

Legal Description

PARCEL 1

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNT, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF STATE ROUTE 240 AND LOGSTON BOULEVARD, SAID INTERSECTION BEARS SOUTH 35°06'28" WEST FOR A DISTANCE OF 927.65 FEET FROM THE INTERSECTION OF LOGSTON BOULEVARD AND ROBERTSON DRIVE; THENCE ALONG THE CENTERLINE OF LOGSTON BOULEVARD NORTH 35°06'28" EAST FOR A DISTANCE OF 175.00 FEET; THENCE LEAVING SAID CENTERLINE NORTH 54°53'40" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHEAST LINE OF THAT ELECTRICAL EASEMENT SHOWN ON BINDING SITE PLAN 2056 RECORDED UNDER AUDITOR'S FILE NUMBER 1995-01887 AND DEDICATED PER ORDINANCE 27-82, RECORDED UNDER AUDITOR'S FILE NUMBER 861647, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE CONTINUING NORTH 54°53'40" WEST ALONG THE NORTHEAST LINE THEREOF FOR A DISTANCE OF 570.65 FEET TO THE SOUTHWESTERLY CORNER OF LOT 2, SHORT PLAT 3556, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3556, RECORDS OF BENTON COUNTY, WASHINGTON AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 35°06'28" EAST ALONG THE SOUTHWEST LINE OF SAID LOT 2 FOR A DISTANCE OF 292.48 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY MARGIN OF A (FUTURE) PUBLIC ROAD KNOWN AS HENDERSON LOOP WEST; THENCE ALONG THE RIGHT OF WAY MARGIN THEREOF AND ALONG A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 45°24'38" HAVING A RADIUS OF 270.02 FEET AND AN ARC LENGTH OF 214.01 FEET; THENCE CONTINUING ALONG THE RIGHT-OF-WAY MARGIN THEREOF THE FOLLOWING COURSES;

THENCE SOUTH 66°24'25" WEST FOR A DISTANCE OF 2.10 FEET TO A POINT ON A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 58°41'55" HAVING A RADIUS OF 350.03 FEET AND AN A ARC LENGTH OF 358.60 FEET TO A POINT ON THE NORTHEAST LINE OF SAID ELECTRICAL EASEMENT SHOWN ON BINDING SITE PLAN 2056; THENCE SOUTH 54°53'40" EAST ALONG SAID NORTHEAST LINE THEREOF 468.82 FEET TO THE SAID SOUTHWESTERLY CORNER OF LOT 2, SHORT PLAT 3556 AND THE TRUE POINT OF BEGINNING.

~1.30 ACRES

PARCEL 2

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 27 AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNT, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF STATE ROUTE 240 AND LOGSTON BOULEVARD, SAID INTERSECTION BEARS SOUTH 35°06'28" WEST FOR A DISTANCE OF 927.65 FEET FROM THE INTERSECTION OF LOGSTON BOULEVARD AND ROBERTSON DRIVE; THENCE ALONG THE CENTERLINE OF LOGSTON BOULEVARD NORTH 35°06'28" EAST FOR A DISTANCE OF 554.72 FEET; THENCE LEAVING SAID CENTERLINE NORTH 54°53'52' WEST FOR A DISTANCE OF 80.00 FEET TO A POINT SOUTHEASTERLY CORNER OF LOT 1, AS SHOWN ON BINDING SITE PLAN 3917, RECORDED UNDER AUDITOR'S FILE NUMBER 2008-023765 RECORDS OF BENTON COUNTY, SAID CORNER BEING A POINT ON THE CENTERLINE OF A PRIVATE ACCESS EASEMENT AS RECORDED UNDER AUDITOR'S FILE NUMBER 2008-034042 RECORDS OF BENTON COUNTY, WASHINGTON; THENCE CONTINUING NORTH 54°53'52' WEST

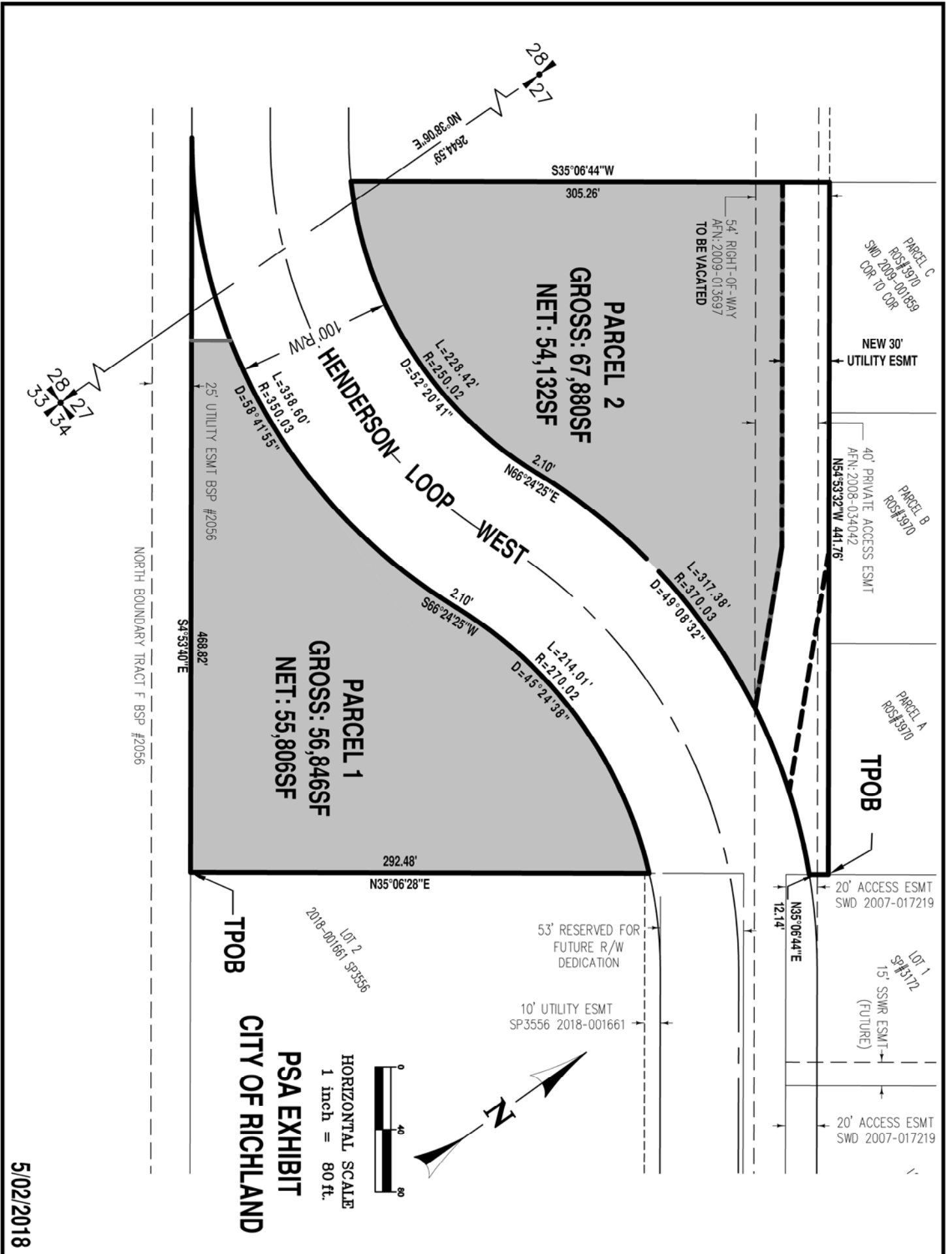
ALONG THE CENTERLINE THEREOF FOR A DISTANCE OF 540.00 FEET TO THE SOUTHWESTERLY CORNER OF LOT 1 OF SHORT PLAT 3172, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3172, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 35°06'44" EAST FOR A DISTANCE OF 27.00 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL A AS SHOWN ON RECORD OF SURVEY, RECORDED UNDER AUDITOR'S FILE NUMBER 3970 AND AS CONVEYED IN STATUTORY WARRANTY DEED UNDER AUDITOR'S FILE NUMBER 2009-001859, RECORDS OF BENTON COUNTY WASHINGTON AND THE ON TRUE POINT OF BEGINNING;

THENCE NORTH 54°53'32" EAST FOR A DISTANCE OF 441.76 FEET TO THE SOUTHWESTERLY CORNER OF PARCEL C AS SHOWN ON SAID RECORD OF SURVEY 3970 AND AS CONVEYED IN SAID STATUTORY WARRANTY DEED; THENCE SOUTH 35°06'44" WEST FOR A DISTANCE OF 305.26 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY MARGIN OF A (FUTURE) PUBLIC ROAD KNOWN AS HENDERSON LOOP WEST; THENCE ALONG THE RIGHT OF WAY MARGIN THEREOF AND ALONG A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 52°20'41" HAVING A RADIUS OF 250.02 FEET AND AN ARC LENGTH OF 228.42 FEET; THENCE CONTINUING ALONG THE RIGHT-OF-WAY MARGIN THEREOF THE FOLLOWING COURSES;

THENCE NORTH 66°24'25" EAST FOR A DISTANCE OF 2.10 FEET TO A POINT ON A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 49°08'32" HAVING A RADIUS OF 370.02 FEET AND AN ARC LENGTH OF 317.38 FEET; THENCE NORTH 35°06'44" EAST FOR A DISTANCE 12.14 FEET TO THE TRUE POINT OF BEGINNING.

~1.56 ACRES

Exhibit B - Parcel Map



5/02/2018





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 101-18, Authorizing a Purchase and Sale Agreement with K&D Enterprises, et al, LLC

Department:

Community Development Services

Ordinance/Resolution Number:

101-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 101-18, authorizing the City Manager to sign and execute a Purchase and Sale agreement with K&D Enterprises for the purchase of a 1.45-acre lot in the Horn Rapids Business Center.

Summary:

K & D Enterprises, et al, LLC is proposing to purchase a 1.45-acre lot in the Horn Rapids Business Center along the north side of Robertson Drive. The proposed project includes a minimum 10,000 square foot light industrial facility, with a portion of the facility available for commercial lease. The other portion will be used as a safety vehicle outfitting business, employing approximately 15 people.

The purchase price is \$1.50 per square foot for the 1.45-acre property, amounting to estimated gross proceeds of \$94,743. The purchase price is consistent with the City of Richland's Resolution No. 35-13, which established pricing within the Horn Rapids Business Center in September 2013. The City will retain a repurchase right if K & D Enterprises has not submitted an application for approval of building plans to the City within six (6) months of closing, and if they do not begin construction of the industrial/commercial building within eighteen (18) months of closing.

The proposed purchase was reviewed by the Economic Development Committee (EDC) at its May 21, 2018 meeting. The EDC recommended approval. Staff also recommends approval of Resolution No. 101-18.

Fiscal Impact:

The purchase price is \$1.50 per square foot with estimated gross proceeds of \$94,743 for the 1.45-acre lot. A portion of the proceeds will be distributed to the City's Utility Fund to recover costs for construction of HRBC utilities in 1988, per the following:

-Electric Fund (\$0.044 per square foot): \$2,779.13
-Water Fund (\$0.079 per square foot): \$4,989.80
-Sewer Fund (\$0.029 per square foot): \$1,831.70

Net proceeds after closing and Utility Fund allocations will be distributed to the City's Industrial Development Fund.

Attachments:

1. Resolution No. 101-18
2. K&D Enterprises, et al, LLC - PSA
3. Record Survey No. 4756 - Exhibit A
4. K & D ENTERPRISES - April 30, 2018 Letter of Intent
5. Site Map

RESOLUTION NO. 101-18

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement by and between the City of Richland and K & D Enterprises, et al, LLC.

WHEREAS, the City of Richland is the owner of 1.45 acres of City-owned surplus property, described as Parcel J of Record Survey No. 4756, located along the north side of Robertson Drive in the Horn Rapids Business Center; and

WHEREAS, pursuant to Richland Municipal Code (RMC) Section 3.06, the City of Richland has full authority to negotiate the sale of surplus property in the best interests of the City; and

WHEREAS, the aforesaid City-owned property is available for sale; and

WHEREAS, pursuant to Resolution No. 35-13, which was adopted by City Council on September 17, 2013, the 1.45 acres of business center property is available for sale at \$1.50 per square foot, for a total price of \$94,743; and

WHEREAS, K & D Enterprise, et al, LLC has agreed to purchase the property for the stated price; and

WHEREAS, at its May 21, 2018 meeting, the Economic Development Committee (EDC) favorably recommended the sale of the 1.45 acres of City-owned surplus property in the Horn Rapids Business Center to K & D Enterprise, et al, LLC for the total sale price of \$94,743.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Purchase and Sale Agreement with K & D Enterprise, et al, LLC for the sale of 1.45 acres of City-owned property as described herein for a total sale price of \$94,743.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of June, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: 2584 Robertson Drive

This Agreement for Purchase and Sale of Real Property (the “Agreement”) is made and entered into between the **CITY OF RICHLAND**, a Washington municipal corporation (“Seller”), and **K & D ENTERPRISES, ET AL, LLC**, a Washington limited liability corporation (“Purchaser”). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.2 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property located at 2584 Robertson Drive, City of Richland, Benton County, Washington which is legally described as Parcel “J” of Record Survey No. 4756 and depicted in the attached **Exhibit A** (hereinafter referred to as the “Property”).

1.1. Laws and Rights. Purchaser acknowledges and agrees that the sale and conveyance of the Property to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

1.2. Timing of Conveyance. The Property shall be conveyed to Purchaser at Closing by a Statutory Warranty Deed (“Deed”) subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below and the Repurchase Right set forth in Section 11.13 below.

2. Purchase Price. The total purchase price for the Property shall be ninety-four thousand seven hundred forty-three dollars and no cents (\$94,743.00) (the “Purchase Price”). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Chicago Title Insurance Company (the “Title Company”) at Closing (as defined in Section 6 below).

2.1. Earnest Money Deposit. As consideration for Seller’s execution and delivery of this Agreement, Purchaser will deposit with the Title Company a certified or cashier’s check or wire transfer in the amount of five thousand dollars (\$5,000) within five (5) business days of the Effective Date (as defined in Section 3.2 below) (the “Earnest Money Deposit”). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser’s choice. The Earnest Money Deposit will be returned if Purchaser terminates this Agreement during the Due Diligence Period (as defined in Section 3.3 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default or terminate this Agreement at any time following the expiration or waiver of the Due Diligence Period: (a) the Earnest Money Deposit shall be disbursed to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

3.1. City Approval. The execution and delivery of this Agreement by Seller is contingent upon approval of this Agreement by the City Council of the City of Richland in its sole discretion. In the event the Richland City Council does not approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Executed Contract. The “Effective Date” of this Agreement is the date upon which both parties have signed this Agreement. If this Agreement is signed on different days, the “Effective Date” of this Agreement is the date of the last signing party. Notwithstanding the foregoing, Purchaser and Seller must sign this Agreement within fifteen (15) business days of approval from the City Council of the City of Richland. If signatures are not obtained from both parties within fifteen (15) business days, this Agreement shall automatically terminate and be without any further force and effect, and without further obligation of either party to the other.

4. Title Matters.

4.1. Preliminary Title Report; Title Review. Within five (5) business days after the Effective Date, Purchaser, at its sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the “Preliminary Commitment”), and upon receipt, furnish same to Seller.

(a) Purchaser shall have fifteen (15) business days after receipt of the Preliminary Commitment and Survey to advise Seller in writing of any encumbrances, restrictions, easements or other matters contained in the Preliminary Commitment or on the Survey (the “Exceptions”) to which Purchaser objects. All Exceptions to which Purchaser does not object in writing within the fifteen (15) day period shall be deemed accepted by Purchaser.

(b) If Purchaser objects to any Exceptions within the fifteen (15) day period, Seller shall advise Purchaser in writing within five (5) business days of receipt of Purchaser’s written objections (i) which Exceptions Seller will remove at Closing, (ii) which Exceptions the Title Company has agreed to insure around in the title policy to be issued at Closing (together with the proposed form of endorsement) and (iii) which Exceptions will not be removed or insured around.

(c) Within ten (10) business days of receipt of Seller’s response to Purchaser’s written objections, and assuming Seller has not agreed to remove all exceptions to which Purchaser objects, Purchaser shall notify Seller in writing of Purchaser’s election to either (i) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser, or (ii) waive its objections to the Exceptions the Title Company has agreed to insure around and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Purchaser.

4.2. Title Insurance. Seller shall cause the Title Company to be prepared to deliver to Purchaser at Closing an Owner’s ALTA Standard Coverage policy of title insurance issued by Title Company in the face amount of the Purchase Price, dated the date of Closing, insuring Purchaser’s title subject to no exceptions other than the standard printed exceptions and the Exceptions deemed accepted by Purchaser pursuant to Section 4.1 above. The policy of title

insurance shall also include such endorsements as Purchaser or Purchaser's Lender may reasonably request.

5. Due Diligence. Purchaser is granted a due diligence period until and including sixty (60) calendar days after receipt of the Preliminary Commitment described in Section 4.1 above (the "Due Diligence Period"). Said Due Diligence Period may be extended an additional thirty (30) calendar days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues subject to the terms of this Section 5. If the results of said review are unsatisfactory in Purchaser's sole discretion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the Due Diligence Period (the "Due Diligence Termination Notice"). In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, the Earnest Money Deposit shall be returned to Purchaser pursuant to Section 2.1; and neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein. If Purchaser fails to provide a Due Diligence Termination Notice to Seller on or before the expiration of the Due Diligence Period, the due diligence contingency set forth under this Section 5 shall be deemed waived by Purchaser, and this Agreement shall continue in full force and effect.

5.1. Reasonableness Required. All inspections of the Property shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller. Purchaser shall not do any invasive testing, sampling or drilling at the Property without first obtaining Seller's prior written consent (which may be conditioned or denied in Seller's sole and absolute discretion). Purchaser shall promptly restore the Property to substantially the same condition which existed prior to any such investigations, tests, surveys and other analyses, at Purchaser's sole cost and expense. Seller shall be entitled to have a representative present at all times while Purchaser or its representatives or agents are physically on the Property. Purchaser hereby agrees that it shall carry, and shall cause all representatives and agents of Purchaser entering the Property on behalf of Purchaser in furtherance of the right of access granted under this Agreement to carry, commercial general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000) combined single limit and providing that such coverages are primary and naming Seller as an additional insured. Prior to any entry onto the Property by Purchaser or its agents, employees, consultants or representatives, Purchaser shall provide to Seller certificates evidencing such insurance coverage. Purchaser agrees to indemnify and hold Seller harmless of and from any claim for damages or injuries arising from Purchaser's inspections of the Property; such obligations shall survive Closing or any termination of this Agreement.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is sixty (60) calendar days after the expiration or waiver of the Due Diligence Period. Purchaser and Seller shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including, but not limited to, the Deed. As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Seller shall pay (i) the premium for the standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, (ii) deed or real property transfer taxes, and (iii) one-half of Title Company's escrow fees and charges. Purchaser shall pay (i) the costs of the extended coverage portion of the policy of title insurance and any title insurance endorsements required by Purchaser (other than the costs of the title insurance endorsements to be provided by Seller pursuant to the first sentence of this Section 6.1), and (ii) one-half of Title Company's escrow fees and charges. Real property taxes, assessments, surface water management charges, utilities and other expenses of the Property shall be prorated as of the date of Closing with Purchaser bearing the costs of the date of Closing. All other closing costs shall be paid and allocated in accordance with the custom in the county in which the Property is located. Each party shall be responsible for its own legal, accounting and consultant fees.

7. Covenants, Representations and Warranties.

7.1. Seller's Covenants. Seller hereby covenants and agrees as follows:

(a) From the Effective Date through the Closing Date, Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property which are not terminable, without penalty, on 30 days' notice, without Purchaser's prior written consent.

(b) From the Effective Date through the Closing Date, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, or easement against the title to the Property without Purchaser's prior consent.

(c) From the Effective Date through the Closing Date, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

7.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the Effective Date and on the date of Closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below materially incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either part to the other. If this Agreement is terminated under this section, the Earnest Money Deposit shall be returned to Purchaser.

(a) Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Agreement and such other documents will have been, or will be, taken.

(b) Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

(c) Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

(d) Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

(e) To Seller's knowledge, no special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

(f) Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

(g) Seller is a Washington municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

7.3. Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the Effective Date hereof and on the date of Closing.

(a) Purchaser has full power and authority to enter into and carry out the terms and provisions of this Agreement, and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken.

(b) As of the Effective Date and as of the date of Closing, neither Purchaser nor, to Purchaser's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representative or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action ("OFAC").

(c) Purchaser represents that it has sufficient funds to close this transaction.

(d) Purchaser further represents that the Property will be developed with a minimum of 10,000 square feet of commercial buildings. Any deviation from this intended use must be authorized by the Seller in writing or be subject to Seller's Right to Repurchase as set forth in Section 11.13 below. This Agreement does not alleviate the Purchaser from obtaining the

necessary approvals, authorizations or permits required for development of the Property for said use, nor shall this Agreement be construed as granting such approval.

(e) Purchaser acknowledges that pole buildings are prohibited in the Horn Rapids Commercial Plaza and agrees that Purchaser will not build pole buildings on the Property.

8. Casualty and Condemnation.

8.1. Material Casualty or Condemnation. If prior to the Closing Date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by written notice to the other party given within two (2) business days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2) business day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchaser at Closing of all Seller's interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

8.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 8.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 8.1, neither Purchaser nor Seller shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to (i) the cost to repair that portion of the Property so damaged by insured casualty, or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

9. Purchaser's Remedies. If Seller fails without legal excuse to complete the sale of the Property in accordance with the terms of this Agreement, Purchaser may elect one of the following remedies (Purchaser hereby waiving any and all other remedies): (a) specific performance of this Agreement (provided an action thereon is commenced with thirty (30) days of Seller's failure to perform), or (b) terminate this Agreement and receive a refund of the Earnest Money Deposit.

10. Liquidated Damages. IN THE EVENT OF DEFAULT BY PURCHASER IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT FORTHWITH AND WITHOUT FURTHER OBLIGATION TO PURCHASER, AND TO KEEP THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. PURCHASER AGREES THAT IT IS DIFFICULT TO ASSESS THE AMOUNT OF DAMAGES INCURRED BY THE SELLER IN THE EVENT OF A DEFAULT BY THE PURCHASER. AS OF THE ENTRY OF THIS CONTRACT, THE AMOUNT OF THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES.

11. Miscellaneous.

11.1. Finder's Fee. Purchaser and Seller each agree that, at Closing, Seller shall pay a four percent (4%) finder's fee to the licensed real estate agent representing Purchaser as set forth in the Brokerage Agreement between Purchaser and such broker, the form of which is attached to this Agreement as **Exhibit B**. Except as provided herein, Seller and Purchaser both agree to indemnify, defend, and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, resulting from any claims for a commission, broker or other finder's fee or resulting from the purchase of the Property. The provisions of this Section 11.1 shall survive closing.

11.2. Time of the Essence. Time is of the essence of every provision of this Agreement.

11.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

If to Seller: City of Richland
Attn: Economic Development Office
505 Swift Blvd., MS-18
Richland, Washington 99352
Phone: (509) 942-7583

If to Purchaser: Dale Nakatani
1911 Rhododendron Way
Bellingham, Washington 98229
Phone: (360) 739-9119

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

11.4. Assignments and Successors. Purchaser may not assign this Agreement without Seller's written consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

11.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

11.6. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

11.7. Binding Effect. Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between Purchaser and Seller only upon its execution by an authorized representative of each such party.

11.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase and Sale Agreement or any amendment or exhibits hereto.

11.9. Counterparts. This Agreement may be executed in several counterparts, including by portable document format (.pdf), each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

11.10. Time. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, "business day" refers to any day which is not a Saturday, Sunday or a holiday in the State of Washington. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

11.11. Merger. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the Closing.

11.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

11.13. Right to Repurchase. This Property is being sold to Purchaser in anticipation of the development of a minimum of 10,000 square feet of commercial buildings, subject to the following:

(a) If Purchaser fails to submit an application to Seller for approval of building plans within eight (8) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

(b) If Purchaser fails to initiate construction of structures, as authorized by the issuance of a building permit, within eighteen (18) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

(c) The rights of Seller set forth in Sections 11.13(a) and (b) are referred to in this Agreement as the "Right to Repurchase."

(d) Seller shall reclaim the Property by refunding, without interest, the original Purchase Price of ninety-four thousand seven hundred forty-three dollars and no cents (\$94,743.00) for the Property.

(e) Purchaser and Seller shall each pay for one-half of the closing costs related to Seller's repurchase of the Property. Other than closing costs, Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey fee title to Seller within sixty (60) days calendar of receipt of notification of Seller's election to exercise its Right to Repurchase.

(f) This Right to Repurchase is exclusive to Seller and shall be exercised at Seller's sole discretion. This Right to Repurchase shall survive thirty-sixty months (36) months after Closing or until such time as building commences, whichever is earlier.

(g) Seller shall be under no obligation to exercise this Right to Repurchase. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchaser to any third party within the thirty-six (36) month Right to Repurchase period, which shall be given in Seller's sole discretion. This Right to Repurchase shall survive Closing and the delivery of the Deed.

(h) Seller and Purchaser agree to execute a Memorandum of Repurchase Right to evidence Seller's Right to Repurchase, which Memorandum may be recorded by Seller in the real property records of Benton County, Washington.

11.14. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Purchaser under this Agreement. Purchaser is encouraged to review the completed contract with counsel before signing this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the date shown below its signature, and Seller has accepted on the date shown below its signature.

CITY OF RICHLAND – SELLER

**K & D ENTERPRISES, ET AL, LLC –
PURCHASER**

By: Cynthia D. Reents, ICMA-CM
Its: City Manager

By: Dale Nakatani
Its: Vice President of Public Safety

Date

Date

APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

Exhibit A
Record Survey No. 4756

Exhibit B

CITY OF RICHLAND FINDER'S FEE AGREEMENT

Name of Finder:

Name of Prospective Purchaser:

Effective Date:

City of Richland (the "City") and Finder desire to set forth their mutual understanding and agreement regarding the real property commonly known as *–insert street address–* and legally described on Exhibit A attached (the "Property") and the payment of fees to Finder in the event that the City sells the Property to the Prospective Purchaser (as defined above) within the Term (defined below). Accordingly, the City and Finder hereby agree as follows:

1. In the event that within the Term the City closes the sale of the Property to Prospective Purchaser (the "Sale Transaction"), the City shall pay Finder a commission (the "Fee") of four (4%) percent of the gross purchase price, as set forth in the Purchase and Sale Agreement for the sale of the Property to Prospective Purchaser. The Fee will be paid within five (5) business days of the Closing of the Sale Transaction.
2. A Fee will be payable only with respect to the Sale Transaction provided the Sale Transaction actually closes with Prospective Purchaser with respect to the Property within six (6) months Effective Date hereof (the "Term").
3. This Agreement does not give Finder the authority to speak or act in the City's name or on its behalf, and Finder agrees that it will not make any representation binding upon the City to any third party with respect to the City, the Property, or the Sale Transaction. The City agrees that Finder has made no representation or warranty regarding whether Prospective Purchaser will, in fact, close a Sale Transaction. Finder agrees not to solicit any other prospective purchasers (other than Prospective Purchaser) without the consent of the City and to maintain the confidentiality of all materials provided by the City to Finder in connection with the Property and the engagement of Finder hereunder.
4. Any and all expenses incurred by Finder in connection with any introduction pursuant to this Agreement will be borne by Finder. The City shall pay Finder the Fee with respect to the sale of the Property to Prospective Purchaser within the Term solely as compensation for Finder's role in having introduced the City to the Prospective Purchaser for the Sale Transaction and not for any other services. The City acknowledges and agrees that Finder is not acting as a real estate broker to the City in connection with making any such introduction. Finder acknowledges and agrees that this Agreement represents a non-exclusive arrangement and that the City may pursue other purchasers for the Property.
5. A decision by the City to enter into a purchaser and sale agreement with Prospective Purchaser for the sale of the Property, and the terms of such transaction, shall be made by the City in its sole discretion, and nothing in this Agreement shall require the City to accept any such proposed Sale Transaction with Prospective Purchaser.
6. This Agreement represents the sole understanding of the parties regarding the subject matter hereof, and may only be amended by a writing signed by all the parties. In the event of any disagreement hereunder, this agreement shall not be construed as having been drafted by either party. In the event of any dispute rising out of this agreement, the prevailing party shall be entitled to receive, without limitation, its reasonable attorney's fees and costs. This agreement shall be governed by the laws of the state of

Washington. Each party hereby submits to the exclusive venue of the state court located in Benton County and waives the benefit of *forum non conveniens* or any similar doctrine. Each of the parties agrees to cooperate with the other party and to execute, acknowledge and deliver any and all additional agreements, certificates, instruments, dismissals and documents and to take any and all such further actions, all at no additional cost to the other party and all as may reasonably be deemed necessary or appropriate by the other party to effectuate the intent of this agreement.

7. Each party represents and warrants that it has the full power and authority to execute, deliver and perform this agreement and to do any and all other things reasonably required hereunder. Each of the individuals whose signature appears below hereby represents and warrants that he or she has the actual authority to enter into this agreement on behalf of the entity on whose behalf he or she signs this agreement and does so to the fullest extent of his or her authority whether as an individual, officer, director, shareholder, partner, joint venturer, or otherwise. However, the individuals whose signature appears below acts solely in a representative capacity on behalf of the City and shall have no personal liability hereunder.

8. This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. It may be signed in one or more counterparts.

If the foregoing correctly sets forth our agreement and understanding, please so indicate by signing and returning a copy of this agreement.

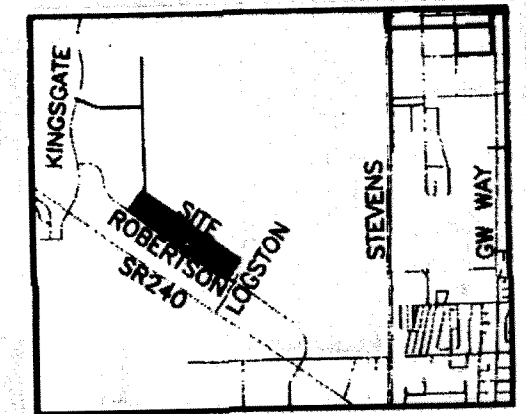
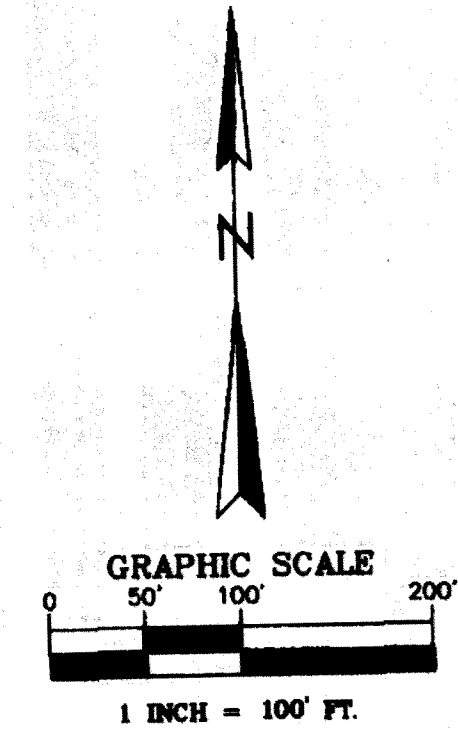
Dated this _____ day of _____, 2018.

Economic Development Manager

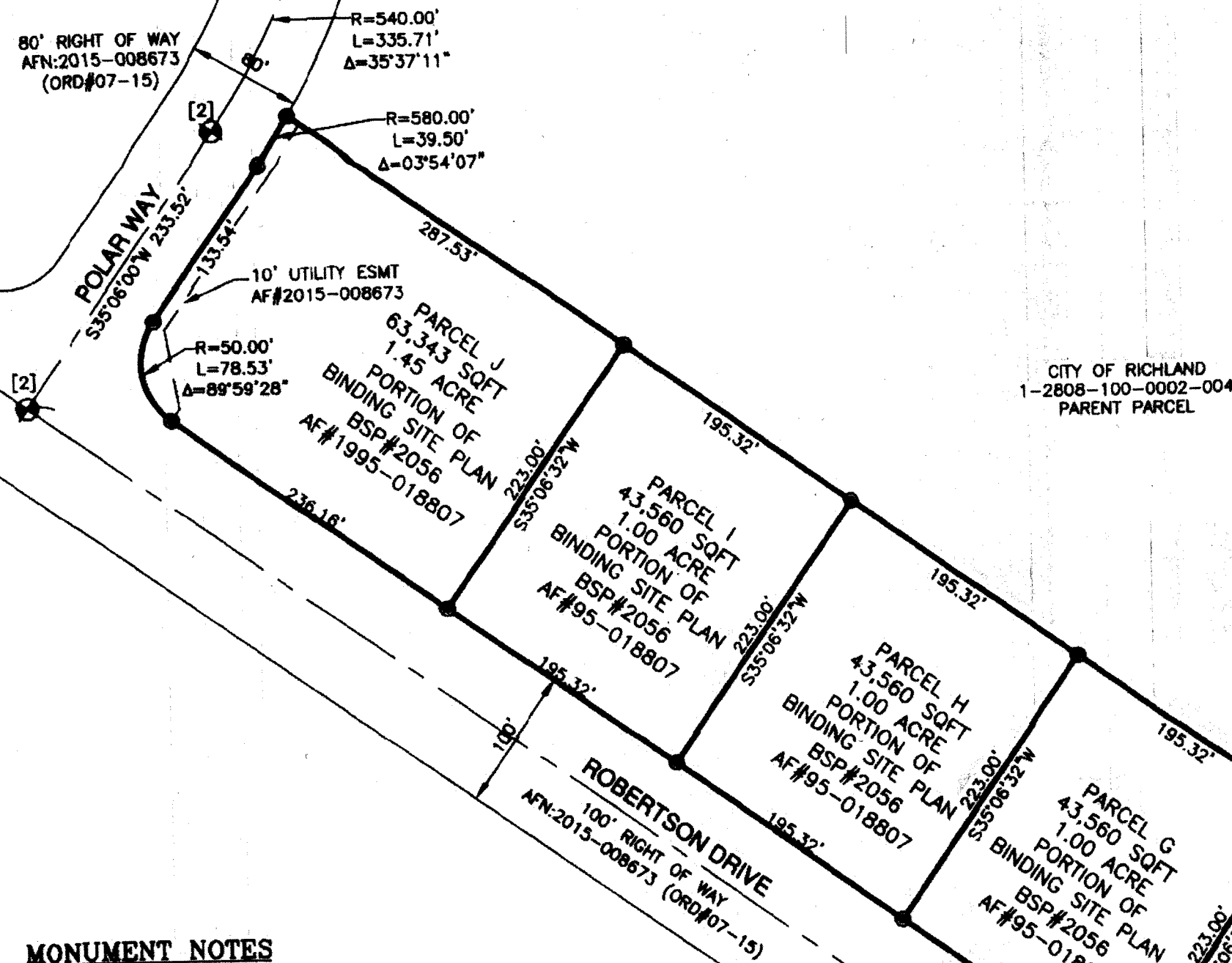
Signature of Finder

Printed Name of Finder

RECORD OF SURVEY NO. 4756
AMENDING A PORTION OF THAT RECORD OF SURVEY FOR
BINDING SITE PLAN-VOLUME 1 OF SURVEYS, PAGE 2056
PORTIONS OF THE W 1/2 SECTION 27 & NE 1/4,
SECTION 28, TOWNSHIP 10 NORTH,
RANGE 28 EAST, WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.



VICINITY MAP
NTS



MONUMENT NOTES

- [1] FOUND 2.5" BRASS CAP IN MONUMENT CASE
- [2] FOUND 2.5" BRASS CAP IN MONUMENT CASE "45774."

SURVEYOR'S NOTES

- DATE OF SURVEY/MONUMENTS VISITED: FEBRUARY 26, 2016.
- BASIS OF BEARING: NAD83(2011) WA SPC SOUTH ZONE, US SURVEY FEET GRID DISTANCES. MULTIPLY GRID DISTANCES BY A COMBINED SCALE FACTOR OF 1.000089616 TO ACHIEVE GROUND DISTANCES. DISTANCES CONTAINED IN LEGAL DESCRIPTIONS ARE GROUND DISTANCES. MULTIPLY GROUND DISTANCES BY A COMBINED SCALE FACTOR OF 0.999910392 TO ACHIEVE SURVEYED GRID DISTANCES.
- EQUIPMENT: TOPCON GR3 GNSS, RTK METHOD. LINEAR CLOSURES MEET OR EXCEED STANDARDS CONTAINED IN WAC 332-130-090. TRAVERSE WAS NOT BALANCED.
- FOUND MONUMENT AS NOTED.
- SET 5/8" REBAR & CAP "PERMIT SURVEY PLS 45774".
- THE PURPOSE OF THIS SURVEY IS TO AMEND BINDING SITE PLAN 2056.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 5th DAY OF July, 2016 A.D. AT 4:32 P.M.,
AND RECORDED IN VOLUME 01 OF SURVEYS, PAGE 4756 AT THE REQUEST OF
CHRISTOPHER C. AMMANN.
BENTON COUNTY AUDITOR Brenda Chilton by Myriam J. Jaramila
FEE NO. 2016-019344

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR
UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS
OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY
OF RICHLAND IN JANUARY 2016.



2245 Robertson Drive
Richland, Washington 99354
OFFICE 509-375-4123
FAX 509-371-0999

DATE: 5/19/16
SCALE: 1"=100'
DRAWN BY: ADG
APPROVED BY: CCA
14037

RICHLAND

CITY OF RICHLAND
ROBERTSON DRIVE EXTENSION

WASHINGTON

SHEET 1 OF 2

2016-019344 B: 01 P: 4756 SUR
07/06/2016 04:32:09 PM Pages: 2 Fee: \$162.00
Benton County Auditor's Office
Benton County Auditor's Office
Benton County Auditor's Office



Commercial Real Estate Services, Worldwide.

April 30, 2018

NAI Tri-Cities
89 Gage Boulevard
Richland, WA 99352

RE: Horn Rapid Industrial Park parcel north of Robertson Drive, parcel J AF#2017-033117.

Dear Mr. Arrasmith,

On behalf of Wireless Access Technologies, Inc. is our letter of intent to purchase the 1.45-acre parcel J, AF#2017-033117 north of Robertson Drive, Richland, WA, currently owned by the City of Richland.

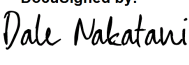
Wireless Access Technologies proposes to build 1-2 10,000 square foot commercial buildings on the parcel surrounded by paved parking and chain link fencing. One building will be commercial space for lease and the other building will house our public safety vehicle upfitting enterprise, employing as many as 15 people. Expected construction date is the 2nd half of 2018 with an estimated construction period of 2-6 months.

The proposed purchase price of the 1.45-acre parcel at \$1.50sf for a total of \$94,743.00. We understand that the purchase and sale agreement must be negotiated and reviewed requiring city council approval.

Seller warrants that they have not dealt with any other real estate brokers in connection with this transaction except Todd Sternfeld, a licensed real estate broker in Washington State who represents Seller.

This letter of intent does not contractually bind the parties and is only an expression of interest.

Respectfully,

DocuSigned by:

Dale Nakatani

V.P. of Public Safety
Wireless Access Technologies
360-739-9119

8131 W Grandridge Blvd Ste 220 – Kennewick, WA 99336

Office 509.943.5200 Fax 509.943.5244

www.naitri-cities.com



RICHLAND
RV PARK

HORN RAPIDS
RESIDENTIAL
COMMUNITY

HORN RAPIDS
COMMERCIAL PLAZA

HORN RAPIDS
BUSINESS CENTER

K & D ENTERPRISES
1.45 ACRE PURCHASE

RECORD SURVEY NO. 4756

J

I

H

G

F

E

D

C

B

A

ROBERTSON DR

LOGSTON BLVD

HENDERSON I

SR 240

RIVER PARK DR

KINGSGATE WAY

RIVER VALLEY DR

BRAMASOLE DR

TUSCANNA DR

SWATER LOOP

COPPERLE

LOGAN ST

ROBERTSON DR

PRIVATE RD

POLAR WAY

LOGAN ST





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from May 28, 2018 - June 8, 2018 for \$5,631,151.27 including Check Nos. 258049-258400, Wire Nos. 6922-6948, Payroll Check Nos. 134158-134731, and Payroll Wire/ACH Nos. 10473-10484

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from May 28, 2018, to June 8, 2018 in the amount of \$5,631,151.27.

Summary:

Breakdown of Expenditures:

Check Nos.	258049-258400	1,789,585.79
Wire Nos.	6922-6948	1,828,204.33
Payroll Check Nos.	134158-134731	8,697.59
Payroll Wires/ACH	10473-10484	2,004,663.56
TOTAL		\$5,631,151.27

Fiscal Impact:

Yes

Total Disbursements: \$5,631,151.27. Disbursements (wire transfers) include \$1,098,240.63 for bond payments.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
MAY 28 - JUNE 8, 2018

Payee	Wire Description	Amount
Claim Wires - Wire No. 6922 to 6948		
AW Rehn Insurance	Fire Health Reimbursement Account	20,940.00
CIGNA Health/Matrix/QBE/VSP	Insurance Claims	402,705.29
Discovery Benefits	Section 125	5,712.34
LEOFF Trust	Fire Health Premiums	83,264.02
Payment Processing, Inc.	Landfill Merchant Service Fees	2,202.61
Richland Golf Management Corporation	Col. Pt. Operating Reimb	215,139.44
US Bank Trust	Principal & Interest - Bonds	<u>1,098,240.63</u>
	Total Claim Wire Transfers	\$ 1,828,204.33
Payroll Wires & Direct Deposits (ACH) - Wire No. 10473 to 10484		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	<u>\$ 2,004,663.56</u>
Total Claim & Payroll Wires/ACH		<u>\$ 3,832,867.89</u>

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.



City Of Richland

VL-1 Voucher Listing

From: 5/28/2018 To: 6/8/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001		GENERAL FUND			
Division:	000	UNASSIGNED			
PERMIT REFUND		2017-001993	258131	1252 LESLIE RD-PERMIT REFUND	\$396.25
RECWARE REFUND		030818	258367	REFUND DEPOSIT	\$200.00
				REFUND DEPOSIT	\$500.00
			258393	REFUND DEPOSIT	\$500.00
				REFUND DEPOSIT	\$200.00
	050918		258395	REFUND PARKS & RECREATION	\$500.00
				REFUND DEPOSIT	\$150.00
	051018		258360	REFUND PARKS & RECREATION	\$39.00
	051618		258181	REFUND PARKS & RECREATION	\$24.00
	052218		258190	REFUND DEPOSIT	\$150.00
				REFUND PARKS & RECREATION	\$425.00
			258199	REFUND PARKS & RECREATION	\$425.00
				REFUND DEPOSIT	\$150.00
	052918		258354	REFUND PARKS & RECREATION	\$425.00
				REFUND PARKS & RECREATION	\$150.00
				REFUND DEPOSIT	\$500.00
			258382	REFUND DEPOSIT	\$500.00
				REFUND PARKS & RECREATION	\$425.00
				REFUND PARKS & RECREATION	\$150.00
			258396	REFUND DEPOSIT	\$500.00
				REFUND PARKS & RECREATION	\$425.00
				REFUND PARKS & RECREATION	\$150.00
	060518		258392	REFUND DEPOSIT	\$500.00
UNASSIGNED TOTAL ****					\$7,384.25
Division:	100	CITY MANAGER			
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$5.17
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$49.60
CITY MANAGER TOTAL ****					\$54.77
Division:	101	CITY CLERK			
BARHAM, DEBBY		18-279 BARHAM	258138	18-279 SCWMCA MEETING	\$59.73
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$6.87
TRI CITY HERALD	S017918	3594418	258329	PHN 041718 COUNCIL RAN ON 4/15	\$42.02
	S017918	3605688		PHN 041718 AS COUNCIL RAN ON	\$54.38
	S017918	3610064		PHN 041718 PW RAN ON 4/15/18	\$66.74
	S017918	3639028		PHN 050118 PW RAN ON 4/29/18	\$66.74
	S017918	3644588		ORD 17-18 AS RAN ON 5/6/18	\$37.08
	S017918	3644613		ORD 18-18 CDS RAN ON 5/6/18	\$24.72
	S017918	3644657		ORD 19-18 CA RAN ON 5/6/18	\$24.72



City Of Richland

VL-1 Voucher Listing

From: 5/28/2018 To: 6/8/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRI CITY HERALD	S017918	3644699	258329	ORD 20-18 PW RAN ON 5/6/18	\$29.66
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$32.30
CITY CLERK TOTAL ****					\$444.96
Division:	102	CITY ATTORNEY			
GEMINI ACQUISITION HOLDINGS, LLC & GF PROTECT		333867	258259	FALL PROTECTION TRAINING	\$3,060.00
JOYCE ZIKER PARKINSON PLLC		50014	258276	TRAVELERS LITIGATION	\$3,315.71
OGDEN MURPHY WALLACE, PLLC		812094	258293	WIRELESS CODE	\$621.00
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$28.22
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$51.39
CITY ATTORNEY TOTAL ****					\$7,076.32
Division:	110	ASSISTANT CITY MANAGER			
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$33.73
ASSISTANT CITY MANAGER TOTAL ****					\$33.73
Division:	111	COMMUNICATIONS & MARKETING			
MID COLUMBIA ENGINEERING INC	P058675	ST009854	258111	ANISA GARCIA, PRINTER/MAIL CLE	\$745.20
	P058675	ST009863	258284	ANISA GARCIA, PRINTER/MAIL CLE	\$745.20
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$5.34
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$0.27
				PHONE CHARGES 5/1-5/31/18	\$12.53
				PHONE CHARGES 5/1-5/31/18	\$12.40
COMMUNICATIONS & MARKETING TOTAL ****					\$1,520.94
Division:	112	CABLE COMMUNICATIONS			
INGHAM, MARK		050718	258166	MILEAGE REIMB 04/09-05/07/1	\$51.78
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$13.75
CABLE COMMUNICATIONS TOTAL ****					\$65.53
Division:	113	HANFORD COMMUNITIES			
LUNDGREN, REGINA E		RCH-HCN-575	258281	SPRING/SUMMER NEWSLETTER	\$1,700.00
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$109.85
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$8.96
HANFORD COMMUNITIES TOTAL ****					\$1,818.81
Division:	120	FIRE			
CITY OF RICHLAND		18-228 DUNCAN	258145	18-228 PNW FIRE INVESTIGATI	\$713.00
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$0.94
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$182.28
ZUKOWSKI, PETER		18-231 ZUKOWSKI-	258400	18-231 NFA R0831 COMMAND &	\$192.86
FIRE TOTAL ****					\$1,089.08
Division:	130	POLICE			
BENTON COUNTY SHERIFF'S OFFICE		01/18 CUSTODY	258214	CUSTODY COSTS-JANUARY 2018	\$24,025.02
		02/18 CUSTODY		CUSTODY COSTS-FEBRUARY 2018	\$74,725.71



City Of Richland

VL-1 Voucher Listing

From: 5/28/2018 To: 6/8/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENTON COUNTY SHERIFF'S OFFICE		03/18-CUSTODY	258214	CUSTODY COSTS-MARCH 2018	\$99,413.08
CHARTER COMMUNICATIONS		06/18-0309703POL	258232	RPD INTERNET SRVCS 5/29-6/28	\$80.14
CITY OF PASCO		2018-00000012	258234	COP-ANIMAL CONTROL SERV-MAY	\$21,599.25
CITY OF RICHLAND		18-072 NASH	258353	18-072 NWGIA CONFERENCE	\$885.90
		18-080 PARISH		18-080 ADV FTO PROGRAM ADMI	\$755.20
		18-187 FLOHR		18-187 CHILDREN'S JUSTICE CONF	\$0.00
		18-213 LUNDQUIST	258145	18-213 WHIA CONFERENCE	\$280.55
GUNARAMA WHOLESALE INC	P059141	948902	258102	GLOCK G43 9MM, GLOCK NIGHT SIG	\$1,202.20
	P059141			FREIGHT	\$32.58
	P059141	948903		FREIGHT	\$38.01
	P059141			GLOCK ORANGE MAGAZINE FLOORPLA	\$41.27
	P059141			GLOCK G17 GEN5 LOCKING BLOCK #	\$43.44
	P059141	950008		GLOCK G17 GEN 5 17 ROUND MAGAZ	\$1,137.59
LARSEN GUNSMITHING & FIREARMS	P059142	9422	258108	SAFARILAND 6378-83-411 - PADDL	\$74.39
	P059142			SAFARILAND QUICK-KIT-3 - HOLST	\$157.47
	P059027	9423		SAFARILAND 6360-8301-132 - GLO	\$124.35
LUNDQUIST, ERIK		18-213 LUNDQUIST-	258176	18-213 WHIA CONFERENCE	\$37.40
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$412.94
SAN DIEGO POLICE EQUIPMENT CO	P058847	632765	258120	ADJUST TAX	\$0.01
	P058847			FED-AE223J FEDERAL .223 55GR F	\$7,671.61
SOUND UNIFORM GROUP LLC	P058819	201805B169	258122	EMBNTAG - EMBROIDERED NAMETAG	\$8.69
	P058819			SHIPPING	\$20.09
	P058819			ZIPAPKT - ZIPPERED "A" PKTS -	\$13.03
	P058819			JMP93LTDN - JUMPSUIT, SUMMER -	\$407.25
	P058819			UAZIPS - UNDER ARM ZIPPER VENT	\$27.15
SUAMHIRS M. PIRAINO-GUZMAN		HTC04032017	258124	HTC-PRESENTER FEE	\$2,000.00
THE ABY MFG GROUP INC DBA	P059004	0135474-IN	258126	PACKAGING	\$4.50
	P059004			154R-14648-1 - RICHLAND PD 154	\$95.00
	P059004			SHIPPING	\$16.00
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$6.83
				PHONE CHARGES 5/1-5/31/18	\$306.49
POLICE TOTAL ****					\$235,643.14
Division:	210	ADMINISTRATIVE SERVICES			
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$20.01
ADMINISTRATIVE SERVICES TOTAL ****					\$20.01
Division:	211	FINANCE			
ALLIED ENVELOPE		188804	258205	UTILITY BILLING STATEMENTS	\$475.67
		188805		UTILITY BILLING WINDOW ENV	\$689.61
		188806		UTILITY BILLING WINDOW ENV	\$828.35
CDW GOVERNMENT INC	P059150	MRV4473	258227	ADOBE ACROBAT PRO 2017 LICENSE	\$341.95



City Of Richland

VL-1 Voucher Listing

From: 5/28/2018 To: 6/8/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FEDERAL EXPRESS CORP		6-185-74009	258254	SHIPPING CHARGES-MAY	\$9.57
JETPAY PAYMENT SERVICES, FL, LLC		2019523	258370	MERCHANT SRVC CHRGS MAR 18	\$41,534.82
		2019783	258273	MERCHANT SRVC CHRGS APR 18	\$31,488.86
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$3,452.30
				POSTAGE 05/01/18 TO 05/31/18	\$249.73
				POSTAGE 05/01/18 TO 05/31/18	\$1,272.60
POSTMASTER	PERMIT 153-05/31-		258302	POSTAGE 04/26 - 05/31/2018	\$10,671.30
STATE AUDITOR'S OFFICE	L125181		258320	AUDIT SERVICES-APR 2018	\$2,329.21
XO COMMUNICATIONS SERVICES LLC	0305921457		258344	PHONE CHARGES 5/1-5/31/18	\$0.22
				PHONE CHARGES 5/1-5/31/18	\$132.77
				PHONE CHARGES 5/1-5/31/18	\$76.04
FINANCE TOTAL ****					\$93,553.00
Division:	212	PURCHASING			
CANON FINANCIAL SERVICES, INC	S017910	18536320	258142	COPIER LEASE & USAGE CHARGES	\$52.01
	S017910			COPIER LEASE & USAGE CHARGES	\$208.06
	S017910	18645651	258086	COPIER LEASE & USAGE CHARGES	\$201.20
	S017910			COPIER LEASE & USAGE CHARGES	\$50.30
ORKIN EXTERMINATING INC	S017798	169866214	258385	PEST CONTROL SERVICES FOR BLDG	\$29.87
	S017798			PEST CONTROL SERVICES FOR BLDG	\$29.86
US BANK		042518 PCARD	258334	OFFICE DEPOT	\$3.67
				OFFICE DEPOT	\$48.91
				WANIGP	\$120.00
				MRSC ROSTERS	\$745.00
				DOMINOS PIZZA	\$36.90
				OFFICE DEPOT	\$17.51
XEROX CORPORATION	S017810	093448053	258399	XEROX 7855 LEASE FOR 2018, S/N	\$164.55
	S017810			XEROX 7855 LEASE FOR 2018, S/N	\$41.14
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$59.55
				PHONE CHARGES 5/1-5/31/18	\$43.45
PURCHASING TOTAL ****					\$1,851.98
Division:	213	INFORMATION TECHNOLOGY			
CERIUM NETWORKS INC	P059218	I069011	258230	ENGINEER REMOTE SYS PROGRAMMIN	\$586.44
	P058857	I069360	258088	VOIP and Landfill replacement	\$14,766.07
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	P058930	93429003	258095	ESRI Annul Renewal -	\$543.00
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$250.02
INFORMATION TECHNOLOGY TOTAL ****					\$16,145.53
Division:	220	HUMAN RESOURCES			
LIPCSEY, BRIGITTE		052218	258174	REIMB MEETING EXPENSE-WALMA	\$28.26
NASH, KATIE		2018 TUITION	258291	2018 TUITION REIMBURSEMENT	\$2,000.00



City Of Richland

VL-1 Voucher Listing

From: 5/28/2018 To: 6/8/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$9.14
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$71.90
HUMAN RESOURCES TOTAL ****					\$2,109.30
Division:	300	COMMUNITY & DEVELOPMENT SERVICE			
XEROX CORPORATION		093132455	258343	LX5-692207	\$74.44
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$6.20
				PHONE CHARGES 5/1-5/31/18	\$19.95
				PHONE CHARGES 5/1-5/31/18	\$111.98
				PHONE CHARGES 5/1-5/31/18	\$20.32
				PHONE CHARGES 5/1-5/31/18	\$20.26
				PHONE CHARGES 5/1-5/31/18	\$27.47
COMMUNITY & DEVELOPMENT SERVICE TOTAL ****					\$280.62
Division:	301	DEVELOPMENT SERVICES			
JENNINGS, TYLER		052318	258168	REIMB ICC ELEC INSP CERT	\$209.00
OLIVER, JAMES		053018	258383	REIMB ICC CERT RENEWALS	\$95.00
TRI CITY HERALD	S017918	3605595	258329	PHN 040918 HE RAN ON 4/8/18	\$56.85
	S017918	3605622		PHN 040918 HE RAN ON 4/8/18	\$56.85
	S017918	3605676		PHN 040918 HE RAN ON 4/8/18	\$61.80
	S017918	3621331		PHN 050318 HE RAN ON 4/20/18	\$48.30
DEVELOPMENT SERVICES TOTAL ****					\$527.80
Division:	302	REDEVELOPMENT			
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$3.76
REDEVELOPMENT TOTAL ****					\$3.76
Division:	303	LIBRARY			
ENTERPRISE RENT A CAR		17174060	258248	18-125 BARNABY	\$307.33
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$161.35
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$150.92
LIBRARY TOTAL ****					\$619.60
Division:	330	PARKS & RECREATION ADMIN			
ENTERPRISE RENT A CAR		17174060	258248	18-211 SCHIESSL	\$47.09
PARKS & RECREATION ADMIN TOTAL ****					\$47.09
Division:	331	PARKS & REC - RECREATION			
MID COLUMBIA ENGINEERING INC	P059107	ST009856	258111	2018 SPRING FLAG FOOTBALL OFFI	\$800.64
	P059131	ST009859		Parks and Recreation Aides:	\$655.72
	P059107	ST009866	258284	2018 SPRING FLAG FOOTBALL OFFI	\$767.28
	P059131	ST009870		Parks and Recreation Aides:	\$492.76
	P059145	ST009875		Pool Managers, Lifeguard and	\$70.62
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$2.10
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$96.21



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$6.20
				PHONE CHARGES 5/1-5/31/18	\$37.20
PARKS & REC - RECREATION TOTAL ****					\$2,928.73
Division:	335	PARKS & REC - PARKS&FACILITIES			
ABADAN INC		AR21173	258203	COMFORT STATION CHECK PADS	\$556.03
AGTERRA TECHNOLOGIES INC		18-3579	258345	FLOW SENSOR	\$565.00
		18-3757	258204	FLOW SWITCHES/CHECK VALVE	\$270.00
AIREFCO INC	P059197	3975518	258076	6/10/18 DISCOUNT	(\$62.34)
	P059197			ROOFTOP HEAT PUMP W/ ELECTRIC	\$4,513.42
	P059197	3977059		6/10/18 DISCOUNT	(\$12.02)
	P059197			DOWNSHOT ECONO BELIMO W/ JADE	\$869.89
BACKFLOW APPARATUS & VALVE CO		855122	258211	COL PARK WEST COMFORT STATION	\$529.15
BEAVER BARK & ROCK		884026	258213	SOD	\$129.89
		884065		SOD	\$97.41
CASCADE NATURAL GAS CORP		05/18 51897100007	258226	NAT GAS 1005 SWIFT 04/18-5/16	\$10.85
		05/18 73638100005		NAT GAS 500 AMON 04/18-05/16	\$410.12
		05/18 75226321539		NAT GAS 2710 DUPRT 04/14-5/15	\$180.64
		05/18 80577100003		NAT GAS 200 BLDG 04/14-5/15	\$538.11
		05/18 90577100002		NAT GAS BLDG 300 04/14-5/15	\$792.32
		05/18 96738100005		NAT GAS 505 SWIFT 04/18-5/16	\$230.11
		05/18-61897100006		NAT GAS 955 NRTHGT 04/18-5/15	\$263.38
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-592627	258241	PHOTOCONTROL	\$20.35
ELTOPIA WEST GREENHOUSE LLC		1005569	258356	BEDDING FLATS	\$1,374.33
EWING IRRIGATION PRODUCTS INC		5360981	258251	RAINBIRD VALVE/UNION/SPECTRUM	\$516.31
		5390825		GLUE/NIPPLE/TEE/COUPLING	\$37.20
FARMERS EXCHANGE		210987	258252	BREATHING/GROMMET/CLIP	\$61.03
		211112		DRIVE BELTS	\$50.43
		211113		DRIVE BELT	\$105.91
		56179		GAS BLOWER	\$130.31
G & R AG PRODUCTS INC		2180429-01	258258	TANK FITTING	\$4.11
		2180502-01		HOSEBARB VALVE	\$11.38
GTP INVESTMENTS LLC	P058743	405066520	258101	BADGER MTN LEASE FOR CITYY CEL	\$312.50
	P058743	405160278	258362	BADGER MTN LEASE FOR CITYY CEL	\$312.50
	P058743	405160279	258263	BADGER MTN LEASE FOR CITYY CEL	\$22.26
MIGHTY JOHNS PORTABLE TOILET & SEPTIC		42913	258285	GOETHALS PARK	\$88.00
		42914		LYNNWOOD PARK	\$88.00
MILESTONES ATHLETIC SUPPLY INC		86906	258286	BASKETBALL NETS	\$19.55
MILLER PAINT COMPANY INC		30793554	258287	FIELD PAINT	\$78.08
MOON SECURITY SERVICES INC		926758	258288	BASIC FIRE MONITOR LIBRARY	\$36.00
		927516		ST#74 CELL GSM FIRE B/U	\$50.00
		927895		BASIC FIRE MONITOR CREST	\$59.00



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From: 5/28/2018 To: 6/8/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MOON SECURITY SERVICES INC		929169	258288	BASIC FIRE MONITORING	\$33.00
				BASIC FIRE MONITORING	\$36.00
OXARC INC		30353369	258296	CARBON DIOXIDE	\$203.08
PAINTMASTER SERVICES INC	P058769	2018-74	258386	PAINT INTERIOR, EXTERIOR OF PO	\$19,503.08
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$81.55
POOL CARE PRODUCTS INC		134640	258301	SODA ASH/TABS	\$171.14
		134821	258387	WADER POOL CHEMICALS	\$418.11
RICHLAND ACE HARDWARE		215671	258307	RAKES	\$48.84
		215672		BALL VALVE	\$4.98
		215676		TIE DOWNS	\$43.42
		215681		PVC COUPLER	\$1.51
		62169		CEMENT/ADAPTER/CAP	\$9.20
		62212		PIPE/ELBOW/NIPPLE	\$31.02
		62218		NYLON ROPE	\$60.06
		62220		VALVE BALL/NIPPLE/CLAMP	\$19.25
		62223		LOPPERS/FENCE TIES/SEED	\$14.11
				LOPPERS/FENCE TIES/SEED	\$15.18
				LOPPERS/FENCE TIES/SEED	\$40.17
		62272		PAINT THINNER/BRUSH/MIX QT	\$23.43
		62304		FERTILIZER/SOIL	\$85.17
		62311		HEX KEY SET/COMP UNION/CONNECT	\$35.82
				HEX KEY SET/COMP UNION/CONNECT	\$12.60
		62312		GLUE/PAIL LID	\$9.97
ROTO ROOTER		54694	258313	TRAIL HEAD PARK	\$351.86
SPRAGUE PEST SOLUTIONS		3457080	258319	MAY MONTHLY SVCS-CTY HALL	\$179.19
		3509628		MAY MONTHLY SERVICE-FS2	\$103.17
		3509632		MAY MONTHLY SERVICE-RCC	\$124.89
		3522040		MAY MONTHLY SERVICE-SHOPS	\$179.19
STONEWAY ELECTRIC SUPPLY		S102400388.001	258321	120V PHOTO CONTROL	\$27.00
		S102404798.001		LAMPS/PHOTO CONTROL	\$69.45
		S102404840.001		RECEPTACLE	\$12.49
THE DRAIN SURGEON		38734	258326	SNAKE LINE-BLDG 200	\$157.47
US BANK		042518 PCARD	258334	HORIZON DISTRIBUTION	\$31.02
WILBUR ELLIS COMPANY	S017877	11739387/11753452	258134	R-11 2-2.5 GAL JUGS	\$585.00
	S017877			DIMENSION 2EW 2-2.5 GAL JUGS	\$1,050.00
	S017877			TAX	\$248.97
	S017877			CREDIT FROM INVOICE #11664900	(\$488.70)
	S017877			FOUNDATION TURF 2-2.5 GAL JUGS	\$1,260.00
	S017897	11740476/11753392		SURFLAN A.S. SPECIALITY 2-2.5	\$1,222.50
	S017897			RANGE PRO 2-2.5 GAL JUGS	\$405.00
	S017897			TAX	\$139.97



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WILBUR ELLIS COMPANY	S017897	11740476/11753392	258134	CREDIT FROM INVOICE #11545186	(\$215.76)
	S017890	11766541/11753436		CREDIT FROM INVOICE #11753436	(\$38.12)
	S017890			TAX	\$18.91
	S017890			FERROMEC AC 15-0-0 2-2.5 GAL J	\$219.90
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$97.59
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$39,900.89
Division:	900	NON-DEPARTMENTAL			
DEPARTMENT OF HUMAN SERVICES		1ST QTR 2018	258244	1ST QTR LIQUOR TAXES & PROFITS	\$3,724.43
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$43.36
NON-DEPARTMENTAL TOTAL ****					\$3,767.79
GENERAL FUND Total ***					\$416,887.63
FUND 101	CITY STREETS				
Division:	401	STREETS MAINTENANCE			
AAA CONCRETE, INC	P059191	18	258074	5.5 SACK MIXED CONCRETE, INV:	\$477.84
BEAVER BARK & ROCK		886082	258213	CONCRETE	\$314.92
		8880828		CONCRETE	\$158.53
		WARIC75521	258253	SCREWS/NUTS/WEDGE ANCHORS	\$120.45
FASTENAL COMPANY		2180493-0001-02	258258	KIT LIL SPOT III-5	\$513.46
G & R AG PRODUCTS INC	P058743	405066520	258101	BADGER MTN LEASE FOR CITYY CEL	\$200.00
GTP INVESTMENTS LLC	P058743	405160278	258362	BADGER MTN LEASE FOR CITYY CEL	\$200.00
	P058743	405160279	258263	BADGER MTN LEASE FOR CITYY CEL	\$14.24
		114334227	258266	CREDIT+EXTRA (2X2.5GAL)(GAL)	\$760.20
HELENA CHEMICAL COMPANY		114334344		ESPLANADE 200 SC (AGENCY)	\$846.90
		114334351		ESPLANADE 200 SC (AGENCY)	(\$846.90)
		114334352		ESPLANADE 200 SC (AGENCY)	\$3,044.60
		62409	258307	COUPLER/PVC PIPE/QWIK FIX	\$11.80
RICHLAND ACE HARDWARE		62415		COUPLING FLEX/QWIK FIX	\$14.10
		62421		GROOVE JOINT PLIERS	\$6.51
	S017903	INV001577	258327	FREIGHT	\$49.54
TRAFFIC SAFETY SUPPLY CO INC	S017903			ROLL-UP SIGN, 36" SUPERBRIGHT	\$651.60
		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$24.80
XO COMMUNICATIONS SERVICES LLC					
STREETS MAINTENANCE TOTAL ****					\$6,562.59
CITY STREETS Total ***					\$6,562.59
FUND 112	INDUSTRIAL DEVELOPMENT FUND				
Division:	305	ECONOMIC DEVELOPMENT			
CITY OF RICHLAND		18-030 RATKAI	258353	18-030 ELGL NATIONAL CONFER	\$138.00
		18-031 RATKAI	258145	18-031 ICSC RECON	\$226.00
		18-171 FOLLETT		18-171 ICSC RECON	\$241.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FOLLETT, LYNNE		18-171 FOLLETT-	258158	18-171 ICSC RECON	\$85.89
RATKAI, N. ZACH		18-031 RATKAI-	258184	18-031 ICSC RECON	\$30.00
TRI CITY HERALD	S017923	35655655	258329	#EXPLORERRICHLANDBUSINESS RAN	\$1,445.00
ECONOMIC DEVELOPMENT TOTAL ****					\$2,165.89
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
BENTON COUNTY TREASURER		18 NOX CORRECT	258215	NOXIOUS WEED ASSESSMENTS-2018	\$0.32
JUB ENGINEERS INC	P058954	116487	258277	HORN RAPIDS COMMERCIAL PARK	\$1,258.04
RGW ENTERPRISES PC	P058952	03/18-ENG/DRF HR	258117	ENGINEERING RELATED TO LAND SA	\$4,050.00
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$5,308.36
INDUSTRIAL DEVELOPMENT FUND Total ***					\$7,474.25
FUND	117	CRIMINAL JUSTICE SALES TAX			
Division:	131	CJST POLICE ACTIVITY			
BUCKLEY, JAMES		18-261 BUCKLEY	258352	18-261 BAC TEST TRAINING	\$92.00
CJST POLICE ACTIVITY TOTAL ****					\$92.00
CRIMINAL JUSTICE SALES TAX Total ***					\$92.00
FUND	153	COMMUNITY DEV BLOCK GRANT			
Division:	308	CDBG PROGRAM			
TRI CITY HERALD	S017923	3628669	258329	APRIL IS FAIR HOUSING MONTH RA	\$100.00
	S017923	3637089		CDBG PROGRAM 2018 ANNUAL ACTIO	\$200.00
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$6.49
				PHONE CHARGES 5/1-5/31/18	\$6.20
CDBG PROGRAM TOTAL ****					\$312.69
COMMUNITY DEV BLOCK GRANT Total ***					\$312.69
FUND	154	HOME FUND			
Division:	309	HOME PROGRAM			
TRI CITY HERALD	S017923	3628669	258329	APRIL IS FAIR HOUSING MONTH RA	\$100.00
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$6.49
HOME PROGRAM TOTAL ****					\$106.49
HOME FUND Total ***					\$106.49
FUND	301	STREETS CAPITAL CONSTRUCTION			
Division:	402	ARTERIAL STREETS			
A CORE INC		356963	258201	2017 ADA RAMPS-CURB CUTTING	\$304.08
ABADAN INC		AR20064	258203	PAVEMENT PERSERVATION	\$182.12
BERGER ABAM ENGINEERS INC	S054546	322753	258218	CO #4 - CONSTRUCTION SUPPORT	\$17,041.89
ENTERPRISE RENT A CAR		17174060	258248	ART TOUR - WEST	\$111.68



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
IMT INC	P059084	9618	258105	DUPORTAIL BRIDGE - 2018 MATER	\$1,780.50
JUB ENGINEERS INC	P057843	114836	258277	AMENDMENT #1 - ADDING BADGER S	\$3,200.00
	P057843			IMPACT FEE UPDATES - 93-17	\$408.00
RGW ENTERPRISES PC	P058952	03/18-LRF ENG/DRF	258117	LRF ENGINEERING SERVICES 2018	\$3,630.00
RH2 ENGINEERING INC	P057592	69818	258118	AMENDMENT #2 - ADDITIONAL WETL	\$1,176.53
RICHLAND ACE HARDWARE		215690	258307	ANCHOR 12"	\$18.18
		62307		NAILS/LANDSCAPE ROCK	\$30.78
		62322		MULCH	\$42.32
		62329		LIQUID NAILS	\$15.59
		62336		MULCH/GRASS SEED	\$56.41
WEEKES, DAVID		050918	258337	SIDEWK REPAIR-564 HOLLY ST	\$543.00
ARTERIAL STREETS TOTAL ****					\$28,541.08
STREETS CAPITAL CONSTRUCTION Total ***					\$28,541.08
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	000				
PREMIER LANDSCAPING & DESIGN	P059108	CO-1603452A/PMT 1	258115	5% RETAINAGE	(\$2,992.63)
UNASSIGNED TOTAL ****					(\$2,992.63)
Division:	337	PARKS & REC PROJECTS			
ABSOLUTE POWER INC	P059040	14409/PMT 1	258075	INSTALL SPEAKERS AT HAPO STAGE	\$3,771.45
AMERICAN ROCK PRODUCTS INC	P059200	326940	258078	6/10/18 DISCOUNT	(\$8.19)
	P059200			49.76 TON 5/8" TOP COURSE, INV	\$888.95
	P059229	328715	258208	24.48 TON TOP COURSE, INV: 328	\$437.32
	P059229	331025		8.5 YARDS 3500 EXTERIOR CONCRE	\$950.79
BEAVER BARK & ROCK		883696	258213	SOIL	\$43.40
		883713		SOIL	\$43.40
PREMIER LANDSCAPING & DESIGN	P059108	CO-1603452A/PMT 1	258115	REPLASTER GP POOL CONTRACT 66-	\$65,000.00
RICHLAND ACE HARDWARE		62205	258307	SHEET STL/SCREW/FASTGRAB/BLADE	\$51.41
RIVERSIDEDAVE LLC	P059011	800	258119	SPEAKERS AND OTHER MISC. EQUIP	\$11,072.37
RODDA PAINT CO		65057297	258311	YELLOW STRIPING PAINT	\$291.53
PARKS & REC PROJECTS TOTAL ****					\$82,542.43
PARK PROJECT CONSTRUCTION Total ***					\$79,549.80
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	000				
LEONE & KEEBLE INC	P057361	16-292 #14	258172	RETAINAGE	(\$34,792.79)
UNASSIGNED TOTAL ****					(\$34,792.79)
Division:	900	NON-DEPARTMENTAL			
GPI	P059080	GPI180186	258361	PROVIDE GEOTECHNICAL SERVICES	\$3,373.00
LEONE & KEEBLE INC	P057361	16-292 #14	258172	NEW CITY HALL DESIGN BUILD	\$755,699.47



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
NON-DEPARTMENTAL TOTAL ****					\$759,072.47
GENERAL GOVT CONSTRUCTION Total ***					\$724,279.68
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
ANIXTER INC	S017930	3718497-00	258209	STOCK #E4858120 ON ORIGINAL OR	\$11,918.85
	P058898	3832779-03	258079	FUSE, NX CURRENT LIMITING 100A	\$960.02
	P059014	3850911-02	258347	TERM, JACKETED 750, 3M QT III	\$4,004.90
	P058949	3870141-03	258079	ROPE PULL LINE, POLYPROP, 500#	\$141.18
GENERAL PACIFIC INC	P059010	1307040	258099	PEDESTAL,SECONDARY, FLARED	\$9,500.33
	P058970	1307126		XFMR, POLE 10 KVA 120/240 1-PH	\$1,899.41
	S017829	1307220	258260	METER, FRM 12S, 120V, CL200,	\$1,687.25
	S017829			METER, FM3S, 240V, CL20, KWH	\$4,561.20
TOTAL ****					\$34,673.14
Division:	501	BUSINESS SERVICES			
CITY OF RICHLAND		18-197 STEAGALL	258145	18-197 EFFICIENCY EXCHANGE	\$533.38
		18-216 MANZO		18-216 EFFICIENCY EXCHANGE	\$966.39
COPYRIGHT CLEARANCE CENTER, INC		RLNK502700328	258093	PHOTOCOPIES OF IEEE ARTICLE	\$31.00
		RLNK502700330		PHOTOCOPIES OF IEEE ARTICLE	\$31.00
ENTERPRISE RENT A CAR		17174060	258248	18-175 EDGEMON	\$126.34
FEDERAL EXPRESS CORP		6-172-02227	258254	SHIPPING CHARGES-APR	\$13.66
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$5.85
ROBERTS, JORDAN		2018 TUITION	258186	2018 TUITION REIMBURSEMENT	\$1,226.00
SENGER, DAWN M		18-198 SENGER	258189	18-198 EFFICIENCY EXCHANGE	\$551.38
STEAGALL, DIANA		18-197 STEAGALL-	258191	18-197 EFFICIENCY EXCHANGE	\$292.94
UNITED PARCEL SERVICE	S017931	000986641228	258333	GROUND PKG TO HJ ARNETT FOR PO	\$4.10
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$54.85
				PHONE CHARGES 5/1-5/31/18	\$53.96
				PHONE CHARGES 5/1-5/31/18	\$103.04
				PHONE CHARGES 5/1-5/31/18	\$119.76
				PHONE CHARGES 5/1-5/31/18	\$125.25
BUSINESS SERVICES TOTAL ****					\$4,238.90
Division:	503	POWER OPERATIONS			
A CORE INC	P058674	356964	258073	CONCRETE & PAVEMENT CUTTING	\$195.48
BOYD'S TREE SERVICE LLC	P058846	6227	258082	TREE PRUNING AND VEGETATION MG	\$7,978.48
	P058846	6244	258221	TREE PRUNING AND VEGETATION MG	\$6,897.91
BRUTZMAN'S INC	P058987	0000798780	258084	HAWORTH TASK CHAIR	\$792.78
COLUMBIA GRAIN & FEED INC		159577	258239	1 CHAINSAW REPAIR	\$139.97
STONEWAY ELECTRIC SUPPLY	S017907	S102398099.003	258123	ILSCO SPA-500 500MCM ALCU SPLI	\$117.45
	S017907			ADJUST FOR TAX	\$0.02



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TYNDALE ENTERPRISES INC	P058683	1479835	258127	FIRE RETARDANT CLOTHING-2018	\$2,822.96
WESCO DISTRIBUTION INC	S017888	10087616	258104	FREIGHT	\$20.93
	S017888			KELLEM GRIP PULLING SOCK	\$960.00
	S017884	10088026	258267	FREIGHT	\$73.85
	S017884			9"X72" POLE GUARD #CHM4937-6	\$438.02
POWER OPERATIONS TOTAL ****					\$20,437.85
Division: 504	SYSTEMS DIVISION				
ALS ENVIRONMENTAL	S017922	51-415549-0	258077	POLYCHLORINATED BIPHENY 8082A	\$95.00
	S017922			TOTAL SOLIDS, MODIFIED FOR SOL	\$10.00
SYSTEMS DIVISION TOTAL ****					\$105.00
Division: 505	ENERGY POLICY MGMT				
A ONE REFRIGERATION & HEATING INC		S-25070	258202	406 ROSSELL-REBATE-HP	\$1,000.00
BENTON PUD		05/18-30228005	258217	ELECTRIC SRVCS 04/22-05/22/18	\$464.21
BOB RHODES HEATING & A/C INC		96831	258219	38 VALLEYVIEW-REBATE-HP	\$1,000.00
CITY OF RICHLAND		212200-HP	258235	1829 BIRCH-REBATE-HP	\$1,000.00
		422520		2153 CASCADE-REBATE-HP	\$1,000.00
		631920-		576 HOLLY-REBATE-WINDOWS	\$153.00
DAYCO HEATING & AIR	P059136	68127	258094	WEATHERWISE LOAN: SMITH, 2153	\$10,428.86
DELTA HEATING & COOLING INC		25496	258243	1520 TORTHAY-REBATE-HP	\$1,000.00
		25498		904 ABBOT-REBATE-HP	\$1,000.00
		25499		1704 MCCLELLAN-REBATE-DHP	\$800.00
FINANCIAL CONSULTING SOLUTION GROUP	P058839	2824-21805068	258097	COSA & RATE DESIGN SUPPORT PER	\$5,300.00
JACOBS & RHODES INC		38998	258272	701 SNYDER-REBATE-HP	\$1,000.00
M CAMPBELL & COMPANY INC	P059036	175899	258109	WEATHERWISE LOAN: ARMSTRONG, 1	\$11,205.35
MANZO, ELENA		2018 TUITION	258178	2018 TUITION REIMBURSEMENT	\$2,000.00
NILSON & OORD PLLC		17ES11540FY180030	258112	1600 FOWLER-REBATE-COMM LIGHTI	\$2,955.00
PERFECTION GLASS		9993662712	258299	359 QUAILWOOD-REBATE-WINDOWS	\$126.00
		9993664758		612 COTTONWOOD-REBATE-WINDOWS	\$191.40
		9993665416		1909 HOOD-REBATE-WINDOWS	\$372.39
		9993666056		2037 RAINIER-REBATE-WINDOWS	\$16.11
ROBERTS CONSTRUCTION INC	P059072	4370	258310	WEATHERWISE LOAN: SHORD, 576	\$1,837.51
ENERGY POLICY MGMT TOTAL ****					\$42,849.83
Division: 506	TECHNICAL SERVICES				
GTP INVESTMENTS LLC	P058743	405066520	258101	BADGER MTN LEASE FOR CITYY CEL	\$625.00
	P058743	405160278	258362	BADGER MTN LEASE FOR CITYY CEL	\$625.00
	P058743	405160279	258263	BADGER MTN LEASE FOR CITYY CEL	\$44.52
TECHNICAL SERVICES TOTAL ****					\$1,294.52
ELECTRIC UTILITY FUND Total ***					\$103,599.24
FUND 402	WATER UTILITY FUND				



City Of Richland

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From: 5/28/2018 To: 6/8/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 000					
CHERVENELL CONSTRUCTION COMPANY		1700542	258144	REFUND HYDRANT METER #347	\$515.75
				MONTHLY RENTAL	(\$30.00)
				WATER USAGE-426 UNITS	(\$404.70)
CITY OF RICHLAND		17-00542	258146	A/R 32308	\$234.25
		17-01286	258147	A/R 32291	\$30.00
		17-02190	258148	A/R 32310	\$57.55
COLUMBIA BASIN RACQUET CLUB		18-00732	258151	REFUND HYDRANT METER #346	\$750.00
				MONTHLY RENTAL	(\$30.00)
				WATER USAGE-152 UNITS	(\$144.40)
CULBERT CONSTRUCTION		17-02538	258153	MONTHLY RENTAL	(\$30.00)
				WATER USAGE-1 UNITS	(\$0.95)
				REFUND HYDRANT METER #355	\$750.00
FERGUSON WATERWORKS	P059106	0651454	258357	PRICE ADJUSTMENT	\$0.43
	P059106			METER BOX MID SECTION, 12" 37	\$2,902.36
	P059106			ADJUST TAX	\$0.01
	P059106			METER BOX TOP SECTION, 12" 37	\$4,155.13
	P059106			METER BOX COVER, LW COMP 37	\$5,360.35
GRIGSBY PROPERTIES LLC		17-01286	258161	REFUND HYDRANT METER #316	\$720.00
				MONTHLY RENTAL	(\$30.00)
HD FOWLER COMPANY INC	P059088	14827517	258365	METER,BOX, BCF TOP/MID/BOTTOM	\$2,975.64
	P059088			METER,BOX, BLACK PLASTIC COVER	\$2,997.36
HILLS WEST REC CLUB		18-00753	258163	REFUND HYDRANT METER #339	\$750.00
				MONTHLY RENTAL	(\$30.00)
				WATER USAGE-112 UNITS	(\$106.40)
INDIAN SPRINGS SWIM CLUB INC		18-00778	258165	WATER USAGE-158 UNITS	(\$150.10)
				MONTHLY RENTAL	(\$30.00)
				REFUND HYDRANT METER #336	\$750.00
KENNEWICK IRRIGATION DISTRICT		17-02190	258169	REFUND HYDRANT METER #349	\$692.45
				MONTHLY RENTAL	(\$30.00)
LYNNWOOD SWIM AND TENNIS CLUB		18-00779	258177	MONTHLY RENTAL	(\$30.00)
				WATER USAGE-88 UNITS	(\$83.60)
				REFUND HYDRANT METER #355	\$750.00
NORTHVIEW SWIM CLUB		18-00692	258182	REFUND HYDRANT METER #336	\$750.00
				WATER USAGE-22 UNITS	(\$20.90)
				MONTHLY RENTAL	(\$30.00)
UNASSIGNED TOTAL ****					\$23,960.23
Division: 410 WATER CAPITAL PROJECTS					
TRI CITY HERALD	S017918	3613276	258329	RFQ 18-0060 COLUMBIA RIVER WAT	\$230.78
WATER CAPITAL PROJECTS TOTAL ****					\$230.78



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 411 WATER ADMINISTRATION					
LCR CONSTRUCTION dba LCR ENVIRONMENTAL	P059083	2018195	258374	IRRIGATION MAIN RELOCATION COS	\$50,594.86
RH2 ENGINEERING INC	P058955	70319	258306	2018 WATER SYSTEM MODELING (1S	\$4,097.34
WATER ADMINISTRATION TOTAL ****					\$54,692.20
Division: 412 WATER OPERATIONS					
BRANOM INSTRUMENT CO	S017912	598190	258083	MECHANICAL TILT FLOAT LEVEL	\$299.74
	S017912			CAST IRON WEIGHT FOR FLOAT SWI	\$47.78
	S017912			FREIGHT	\$18.02
CASCADE NATURAL GAS CORP		05/18-28638100009	258226	NAT GAS 110 SAINT 4/18-5/16/18	\$10.85
CHEMSEARCH	S017899	3129997	258233	YIELD AEROSOL PENETRATING RELE	\$130.32
	S017899			FREIGHT	\$40.29
	S017899			WASP SPRAY, STING X, 12/CASE	\$205.80
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	S017738	3627-587085	258152	SOFT START, 60HP RVSS PUMP PAN	\$7,167.60
	S017738			FREIGHT	\$204.85
		3627-592914	258241	LED STRIPS	\$84.49
		3627-592978		LED STRIPS	\$84.49
GTP INVESTMENTS LLC	P058743	405066520	258101	BADGER MTN LEASE FOR CITYY CEL	\$525.00
	P058743	405160278	258362	BADGER MTN LEASE FOR CITYY CEL	\$525.00
	P058743	405160279	258263	BADGER MTN LEASE FOR CITYY CEL	\$37.39
KEMIRA WATER SOLUTIONS INC	S017733	9017590410	258278	ANNUAL PO FOR THE PURCHASE OF	\$12,069.00
MEASUREMENT TECHNOLOGIES INC	S017902	2253	258110	NO-CHLOR, CALCIUM THIOSULFATE	\$754.77
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$12.17
RANCH AND HOME INC		50073446	258304	WTR SOFT SALT (1 PALLET)	\$265.54
		50073595		PALLET WTR SOFT SALT	\$265.54
SCHINDLER ELEVATOR CORPORATION		8104798550	258315	JUNE CHAIR LIFT INSPECTION	\$96.93
WHITNEY EQUIPMENT COMPANY INC	S017896	85805	258341	FREIGHT	\$34.83
	S017896			KIT, REPAIR BASIC+ NI	\$3,014.63
	S017896			WEAR RING, #309 34 00	\$389.98
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$62.67
WATER OPERATIONS TOTAL ****					\$26,347.68
Division: 413 WATER MAINTENANCE					
BUILDERS FIRSTSOURCE, INC		1257818	258222	WOOD STAKES	\$78.17
		1257819		2X4'S	\$257.18
		1257821		2X4'S/ORD# 724669 RECHARGE	(\$257.18)
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	S017900	3627-592584	258092	CAPACITOR, 20 KVAR CAP, CATALO	\$970.88
	S017900			FREIGHT	\$54.08
	S017900			ADJUST TAX	\$0.01
CORE & MAIN LP		1803352	258242	FIRE HYDRANT EXTENSIONS	\$946.23
H & N ELECTRIC	S017913	37916	258363	SIGHT GLASS, PART #25060294	\$266.07
	S017895	37922	258264	NEXT DAY AIR SHIPPING	\$50.76



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H & N ELECTRIC	S017895	37922	258264	300A CURRENT SENSOR CONVERSION	\$1,987.38
HD FOWLER COMPANY INC		I4823020	258265	6" MJ 45 ELL DI/6" COMP MJ KIT	\$147.46
		I4823648		SHAFT END SNAP RING/INBND FRT	\$21.22
		I4828441		ROMAC 1" SPADE BIT	\$875.75
OXARC INC		30357171	258296	SODIUM HYPOCHLORITE 53 GAL	\$371.91
RICHLAND ACE HARDWARE		215654	258307	BLADE/SCREWS/NAILS	\$25.60
		62341		THREAD SEAL TAPE	\$15.10
TWIN CITY METALS INC		105133	258332	HENGE WELD ON 1 X 1 X 1/8	\$18.84
		105161		10' OF 6X.134 STEEL	\$184.73
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$19.72
WATER MAINTENANCE TOTAL ****					\$6,033.91
WATER UTILITY FUND Total ***					\$111,264.80
FUND 403	WASTEWATER UTILITY FUND				
Division:	420	SEWER ADMINISTRATION			
GRAY & OSBORNE INC	P058441	17069.00-6	258262	CO #1 - 2018 BUDGET TO FULFILL	\$343.75
SEWER ADMINISTRATION TOTAL ****					\$343.75
Division:	421	SEWER CAPITAL PROJECTS			
ENDRESS HAUSER INC	P059125	6001968496	258247	FREIGHT	\$33.82
	P059125			REPLACEMENT TRANSMITTERS AND R	\$2,887.11
	P059125			MICROPILOT FMR20 FREE SPACE RA	\$2,146.44
	P059125			ADJUST TAX	(\$0.01)
GRAY & OSBORNE INC	P057512	17006.01-7	258100	AMD #1 CONSTRUCTION MANAGEMENT	\$15,815.86
SEWER CAPITAL PROJECTS TOTAL ****					\$20,883.22
Division:	422	SEWER OPERATIONS			
ALS ENVIRONMENTAL	P059042	51-426126-0	258077	BIO-SOLIDS - 335.2M CYANIDE, T	\$45.00
	P059042			BIO-SOLIDS - 353.2M NITROGEN,	\$25.00
	P059042			BIO-SOLIDS - 9065 MODIFIED	\$45.00
	P059042			BIO-SOLIDS - 353.2M NITROGEN,	\$25.00
	P059042			BIO-SOLIDS - 350.1M NITROGEN	\$25.00
	P059042			BIO-SOLIDS - 1631APP TOTAL MER	\$60.00
	P059042			BIO-SOLIDS - 365.3M PHOSPHORUS	\$18.00
	P059042			BIO-SOLIDS - 9056 SULFATE	\$25.00
	P059042			BIO-SOLIDS - 200.7 MODIFIED -	\$32.00
	P059042			COR WWTP BIO-SOLIDS 4-10-18	\$140.00
	P059042			BIO-SOLIDS - ASTM D1426-931 TO	\$35.00
	P059042			BIO-SOLIDS - TS-MET TOTAL SOLI	\$20.00
BENTON FRANKLIN HEALTH DISTRICT		9658	258216	FECAL/DIL/TKN/NIT/PHOS/MOIS	\$501.00
BILLINGS, TOBY		18-248 BILLINGS	258140	18-248 DOE MEETING	\$14.00
BLUEROOM		2675548	258081	POL SERVICE-COMPOST-APR 2018	\$81.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CASCADE NATURAL GAS CORP		05/18-51317347154	258087	NAT GAS 1943 CPTRL 04/14-05/15	\$10.96
CH2O INC		266573	258231	BOILER TESTING-MAR 18 BW LABOR	\$64.49
COLE INDUSTRIAL INC		281491	258237	TUBE GAS PILOT/ELECTRODE/ASSY	\$373.74
		281491CR		RETURN TUBE GAS PILOT	(\$106.79)
COLEMAN OIL COMPANY		0470735-IN	258238	GREASE FOR RAS PUMPS	\$183.13
EWING IRRIGATION PRODUCTS INC		5390824	258251	IRRIGATION PARTS-WWTP	\$270.20
GTP INVESTMENTS LLC	P058743	405066520	258101	BADGER MTN LEASE FOR CITYY CEL	\$525.00
	P058743	405160278	258362	BADGER MTN LEASE FOR CITYY CEL	\$525.00
	P058743	405160279	258263	BADGER MTN LEASE FOR CITYY CEL	\$37.39
IRRIGATION SPECIALISTS INC		1244052-01	258271	PVC CAP/UNION/NIPPLE/BUSHING	\$38.63
KAMAN INDUSTRIAL TECHNOLOGIES		C860153	258106	BEARINGS	\$615.55
		R991407		SEALS	\$28.63
MOON SECURITY SERVICES INC		927351	258288	WWTP-BASIC MONITORING	\$54.87
		928999		WWTP-TEGRIS FILING FEE-TEST	\$50.00
NORCO INC		23780804	258292	SAMPLE TUBING KIT 20'/FILTER	\$108.78
		23801169		VENTIS MX4 PUMP WATER BARRIER	\$24.98
PARAMOUNT SUPPLY COMPANY		719661	258298	NIBCO BALL VALVE (7)	\$251.76
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$1.41
SPRAGUE PEST SOLUTIONS		3519461	258319	MAY MONTHLY SERVICE-WW	\$132.49
TACOMA SCREW PRODUCTS INC		22205648	258125	ELBOW	\$20.48
		22208764		ZERO RUST/PROTECTIVE COATINGS	\$99.58
		22209594	258323	RAGS (200/BX)	\$137.51
		22209796		SOCKET ADAPTER/GASKET MAKER	\$28.06
		22209874		VELCRO DISCS/BACKING PAD	\$96.63
		22209999		HAND CLEANER/WALL MOUNT	\$103.57
		22210001		HAND CLEANER-WRONG PRICING	(\$103.57)
		22210002		HAND CLEANER	\$39.18
		22210172		EARPLUGS	\$3.26
		22210487		SAFETY SIGNS	\$172.02
		22210489		EARPLUGS	\$58.10
		22210602		EARPLUG DISPENSER	\$73.79
		22210628		ALUMINUM ROUND RODS	\$11.77
		22211386		BRAID NYLON ROPE	\$4.03
TRI CITIES BATTERY & AUTO REPAIR		0124758	258328	LITHIUM BATTERIES (6)	\$37.99
TRI CITY HERALD	S017918	3609198	258329	PUBLIC NOTICE PWWW RAN ON 4/15	\$118.65
UNITED PARCEL SERVICE	S017924	000986641218	258128	NDA PKG TO ALS FOR WWTP OPS	\$49.93
	S017931	000986641228	258333	COLLECT PKG FROM NEWARK FOR W	\$4.91
	S017931			ADDITIONAL HANDLING FOR PKG TO	\$8.45
	S017931			2 NDA PKGS TO ALS FOR WWTP OPS	\$83.49
WHITNEY EQUIPMENT COMPANY INC	P059021	85772	258133	KIT, IMPELLER N 613 LT HC - FO	\$4,620.93
	P059021			AIR FREIGHT SHIPPING AND HANDL	\$271.38



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		093132428	258135	MX4-749822 BASE/PRINTS-APRIL	\$268.84
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$101.37
SEWER OPERATIONS TOTAL ****					\$10,591.57
Division:	423	SEWER MAINTENANCE			
CENTRAL HOSE & FITTINGS INC		C010113	258228	GAUGE	\$8.25
ENVIRO CLEAN EQUIPMENT INC	P059194	S18-052506	258249	FREIGHT	\$45.42
	P059194			HOSES FOR WWTF JET AND VAC TRU	\$651.60
GLASS NOOK INC		80968	258261	PLEXIGLASS MIRROR (2)	\$56.75
MOON SECURITY SERVICES INC		927351	258288	WWTP-BASIC MONITORING	\$54.87
		928999		WWTP-TEGRIS FILING FEE-TEST	\$50.00
OXARC INC		30347948	258296	PLASMA CUTTING TIPS	\$35.97
		30347950		TUNGSTEN GRD (10)	\$26.39
RICHLAND ACE HARDWARE		62264	258307	SPRAYWAY/ACE RSTP SATWHT15OZ	\$19.50
RICHLAND NAPA		412166	258309	WRENCH/OIL FILTER	\$25.79
TACOMA SCREW PRODUCTS INC		22205650	258125	PIVOT NUT DRIVER SET	\$28.46
				SELLARS TOOLBOX	\$96.25
				THREAD SEAL/DISPENSER	\$8.53
		22209735	258323	BENT FEELER GUAGE SET	\$11.08
		22209873		SOCKET ADAPTER	\$26.07
		22210601		FOAM MOUNTING TAPE	\$16.70
		22211328		DRIVE PIN PUNCH	\$10.01
WATER METRICS CO WEST		IVC64429	258130	GAUGE CALIBRATION	\$112.72
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$1.39
SEWER MAINTENANCE TOTAL ****					\$1,285.75
WASTEWATER UTILITY FUND Total ***					\$33,104.29
FUND	404	SOLID WASTE UTILITY FUND			
Division:	000				
WASTEWORX REFUND		11657 WW	258089	MISAPPLIED PYMNT/APPLY TO CIS	\$79,209.44
UNASSIGNED TOTAL ****					\$79,209.44
Division:	430	CAPITAL PROJECTS			
PARAMETRIX INC	P056302	01829	258113	LANDFILL CONTAMINATION ASSESSM	\$1,168.32
CAPITAL PROJECTS TOTAL ****					\$1,168.32
Division:	432	SOLID WASTE COLLECTION			
GTP INVESTMENTS LLC	P058743	405066520	258101	BADGER MTN LEASE FOR CITYY CEL	\$312.50
	P058743	405160278	258362	BADGER MTN LEASE FOR CITYY CEL	\$312.50
	P058743	405160279	258263	BADGER MTN LEASE FOR CITYY CEL	\$22.26
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$34.78
ROUTEWARE INC		99374	258314	Q3 2018 OBC SUPPORT FEES (18)	\$3,368.79
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$21.31



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SOLID WASTE COLLECTION TOTAL ****					\$4,072.14
Division: 433	SOLID WASTE DISPOSAL				
BLAIR, JEANNETTE		053118	258350	REIMB MILEAGE MAY 2018	\$60.60
MITCHELL, FRANK			258380	REIMB MILEAGE MAY 2018	\$49.60
MOON SECURITY SERVICES INC		929169	258288	BASIC FIRE MONITORING	\$33.00
PARAMETRIX INC	P059068	01867	258113	2018 LANDFILL MONITORING,SAMPL	\$8,889.66
TESTAMERICA LABORATORIES INC	P059114	58111825	258325	2018 LANDFILL MONITORING - LAB	\$5,987.50
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$43.83
SOLID WASTE DISPOSAL TOTAL ****					\$15,064.19
SOLID WASTE UTILITY FUND Total ***					\$99,514.09
FUND 405	STORMWATER UTILITY FUND				
Division: 000					
WA STATE DEPARTMENT OF ECOLOGY		L1400029-PYMT 5	258336	LOAN #L1400029-DECANT FACILITY	\$1,243.66
				LOAN #L1400029-DECANT FACILITY	\$44,625.62
UNASSIGNED TOTAL ****					\$45,869.28
Division: 441	STORMWATER				
ALS ENVIRONMENTAL	P059133	51-427940-0	258206	SOIL/OTHER - 8260 BVOC_FP	\$183.75
	P059133			SOIL/OTHER - NWTPH-DX	\$85.00
	P059133			SOIL/OTHER - METALS (ARSENIC,	\$70.00
	P059133			SOIL/OTHER - TOTAL SOLIDS	\$35.00
	P059133			WWTP DECANT FACILITY (COR VAC	\$85.00
	P059133			SOIL/OTHER - PAH'S BY GC/MS (S	\$260.00
CORE & MAIN LP		1862445	258242	CATCH BASIN SEDIMENT FILTER	\$504.18
STORMWATER TOTAL ****					\$1,222.93
STORMWATER UTILITY FUND Total ***					\$47,092.21
FUND 406	GOLF COURSE FUND				
Division: 336	GOLF COURSE				
WAVE DESIGN GROUP, LLC	P059054	2083	258132	ARCHITECTURAL SERVICES FOR GOL	\$6,190.00
GOLF COURSE TOTAL ****					\$6,190.00
GOLF COURSE FUND Total ***					\$6,190.00
FUND 407	MEDICAL SERVICES FUND				
Division: 121	AMBULANCE				
ARROW INTERNATIONAL	P059152	9500171182	258080	SHIPPING	\$9.76
	P059152			#9001, EZ-10, 25MM NEEDLE KIT	\$1,100.00
COLUMBIA BASIN COLLEGE	P059201	28705	258091	ACLS/PALS/AIRWAY - SPRING QTR	\$100.80
	P059201			PM STUDENT FEES - SPRING QTR 2	\$4,375.04
	P059201	28792		ALS OTEP FEES - SPRING QTR 201	\$1,176.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COLUMBIA BASIN COLLEGE	P059201	28792	258091	ALS OTEP + ACLS/PALS/AIR - SPR	\$84.00
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$18.80
AMBULANCE TOTAL ****					\$6,864.40
MEDICAL SERVICES FUND Total ***					\$6,864.40
FUND 408	BROADBAND FUND				
Division:	460	BROADBAND ADMINISTRATION			
POCKETINET COMMUNICATIONS INC		R-1116-17/RETAINA	258114	RETAINAGE-312-17 RH2 FIBER BLD	\$414.00
BROADBAND ADMINISTRATION TOTAL ****					\$414.00
BROADBAND FUND Total ***					\$414.00
FUND 501	CENTRAL STORES FUND				
Division:	000				
INTERLINE BRANDS INC DBA	P059090	439860073	258368	CLEANER NEUTRAL FLOOR NO RINSE	\$106.51
	P059160	439860081		HAND SANITIZER,4 FL OZ SQUEEZE	\$243.70
	P059160			MOP, HEAD, WET MOP, BLENDED	\$133.97
	P059160			MOP, HEAD, FINISH MOP, 4-PLY	\$48.80
	P059160			CLEANER, NON-ACID DISINFECTANT	\$879.66
NORCO INC	P059118	23870092	258381	GLOVES, COWHIDE, LARGE,	\$1,157.24
	P059118			GLOVES, HYLITE, 4" SAFETY CUFF	\$448.04
	P059118			GLOVES, COWHIDE, X-LARGE,	\$385.75
	P059118			GLOVES, COWHIDE, MEDIUM,	\$385.75
	P059118			GLOVES, THERMOLITE LINER,	\$198.09
	P059118			FREIGHT - ESTIMATED	\$21.72
	P059118			ADJUST SALES TAX	(\$0.01)
	P059192	23871239		ADJUST TAX	\$0.01
	P059192			PAINT,MARKING,FLUORESCENT BLUE	\$456.64
	P059192			PAINT STICK 32",WHEEL, MARKING	\$145.26
	P059192			PAINT,MARKING,REGULAR WHITE	\$423.80
	P059192			PAINT,MARKING,REGULAR RED	\$282.53
	P059192			PAINT,MARKING,FLUORESCNT GREEN	\$228.32
	P059192			PAINT,MARKING,REGULAR ORANGE	\$73.50
WALTER E NELSON CO	P059173	356584	258129	TOWEL, MULTIFOLD, WHITE, 2-PLY	\$3,145.06
	P059173			TISSUE, TOILET JUMBO ROLL 2PLY	\$2,882.68
	P059173			TOWEL, ROLL, PERFORATED, 2-PLY	\$251.84
	P059173			ADJUST TAX	(\$0.01)
	P059173			FUEL SURCHARGE	\$5.43
	P059173			TISSUE,FACIAL 2-PLY 125 SHT/BX	\$239.62
	P059173	357069	258398	TISSUE, TOILET, 2PLY, EMBOSSED	\$3,860.08
UNASSIGNED TOTAL ****					\$16,003.98



City Of Richland

VL-1 Voucher Listing

From: 5/28/2018 To: 6/8/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CENTRAL STORES FUND Total ***					\$16,003.98
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division:	214	EQUIPMENT MAINTENANCE			
A & E TOWING LLC		3170	258200	TOW CHARGE VEH 5050 WO 50565	\$491.95
ALTEC INDUSTRIES INC		10957954	258207	ADAPTER VEH 3325 WO 50599	\$16.61
CASADAY BEE-LINE SERVICE & TOWING LLC		29525	258225	ALIGNMENT VEH 5046 WO 50558	\$209.33
COLEMAN OIL COMPANY		0471654-IN	258090	LANDFILL DIESEL DYED	\$4,505.81
		0472816-IN	258238	LANDFILL DIESEL DYED	\$6,169.16
		CL95306	258150	CARD LOCK FUEL 5/21-5/27/18	\$19,429.11
		CL95825	258238	CARD LOCK FUEL 5/28-5/31/18	\$12,347.12
		0217179-IN	258240	TURBINE OIL VEH 6545 WO 50590	\$103.82
CONNELL OIL INC		C201005-IN		SHOP OILS/LUBE PRODUCTS	\$1,991.38
		WARIC75179	258096	METAL KIT VEH 2503 WO 50400	\$49.20
FRONTIER INDUSTRIAL CORP		9347	258257	PADDLES VEH 7141 WO 50578	\$3,152.60
HERC RENTALS INC		30001072-001	258103	CARBURETOR VEH 7200 WO 50356	\$276.09
KENWORTH SALES COMPANY		PASIN2823304	258107	SOLENOID ASY VEH 5033 WO 50461	\$335.30
		PASIN2828645		ALTERNATOR VEH 5039 WO 50357	\$784.39
		PASIN2831361		CHAMBER VEH 3240 WO 50492	\$153.07
		945105	258283	CONN VEH 3283 WO 50566	\$14.40
MCCURLEY CHEVROLET		945115		MTR/HRNS/MOD VEH 3303 WO 50552	\$239.70
		10961883	258297	TOGGLE VEH 7144 WO 50568	\$40.63
PAPE' MATERIAL HANDLING		P73329	258305	WHEEL/AXLE VEH 6595 WO 50531	\$631.08
RDO EQUIPMENT CO		P73330		BLADE VEH 6601 WO 50426	\$85.07
RICHLAND ACE HARDWARE		202217	258307	MODULE VEH 0030 WO 50423	\$56.98
SERVATRON, INC		66315	258121	C-TCB-7 POLE VEH 9500 WO 50367	\$575.54
SOLID WASTE SYSTEMS INC		0105310-IN	258317	HOSE VEH 3333 WO 50343	\$120.72
		0105311-IN		SOLENOID VEH 3340 WO 50344	\$653.28
		INVC077061	258318	HEAT CHMBR VEH 6585 WO 50271	\$1,288.02
SPECIAL ASPHALT PRODUCTS INC		INVC077110		GATE LEVER VEH 6585 WO 50271	\$91.12
		22211329	258323	SCREW/WASHER VEH 7141 WO 50578	\$365.17
TACOMA SCREW PRODUCTS INC		06 016144	258331	CREDIT/SEE INV 06 257450	(\$79.63)
TRUCKPRO HOLDING CORPORATION		06 257450		NOT COR INV/SEE CM 06 016144	\$79.63
		06 259325		COMPRESSOR VEH 7141 WO 50409	\$341.04
		H293569	258339	HYD PUMP VEH 3203 WO 50501	\$1,529.39
WESTERN PETERBILT INC		H293590		RTRN SEAL VEH 3312 WO RETURN	(\$38.69)
WESTERN STATES EQUIPMENT COMPANY		IN000652024	258340	REPAIR VEH 7130 WO 50573	\$1,648.47
		IN000652030		A/C TRBLSHT VEH 7131 WO 50574	\$377.53
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$70.38
EQUIPMENT MAINTENANCE TOTAL ****					\$58,104.77



Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EQUIPMENT MAINTENANCE FUND Total ***					\$58,104.77
FUND 503	EQUIPMENT REPLACEMENT FUND				
Division:	215	EQUIPMENT REPLACEMENT			
TRAILER BOSS	P059117	JM057403	258394	SALES TAX 8.6 %	\$619.11
	P059117			DOCUMENTATION FEE	\$150.00
	P059117			ONE (1) NEW 2018 MAXXD MODEL	\$7,199.00
	P059117			LICENSE FEE	\$80.75
EQUIPMENT REPLACEMENT TOTAL ****					\$8,048.86
EQUIPMENT REPLACEMENT FUND Total ***					\$8,048.86
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
ABADAN INC		SO11335	258203	PLOTTER MYLAR	\$516.05
IMT INC	P059100	9607	258105	MATERIALS TESTING-PRIVATE	\$1,882.50
	P059100	9609		MATERIALS TESTING-PRIVATE	\$1,237.50
	P059100	9626		MATERIALS TESTING-PRIVATE	\$1,688.50
	P059100	9629		MATERIALS TESTING-PRIVATE	\$417.00
	P059100	9661		MATERIALS TESTING-PRIVATE	\$471.00
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$724.91
WEST, JULIE		18-223 WEST	258198	18-223 SOCAL STREETSAVER TR	\$882.81
XEROX CORPORATION		093132454	258343	LX5-690835 BASE/PRINTS-APRIL	\$171.29
		093132455		LX5-692207	\$74.44
		093132456		MX4-343197 BASE/PRINTS-APRIL	\$404.10
XO COMMUNICATIONS SERVICES LLC		0305921457	258344	PHONE CHARGES 5/1-5/31/18	\$189.95
PW ADMIN & ENGINEERING TOTAL ****					\$8,660.05
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$8,660.05
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
MAGELLAN BEHAVIORAL HEALTH		JUNE 2018	258282	EAP PREMIUMS-JUNE	\$724.14
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$724.14
HEALTH CARE/BENEFITS PLAN Total ***					\$724.14
FUND 611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION			
BAKER, MARSHALL R		JUNE 2018	258212	MEDICARE PREMIUM/BAKER	\$129.00
BOWLS, DAVID			258220	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R			258223	MEDICARE PREMIUM/CANFIELD	\$119.00
CARRICK, HENRY			258224	MEDICARE PREMIUM/CARRICK	\$134.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CLARK, FRANK M		JUNE 2018	258236	MEDICARE PREMIUM/CLARK	\$104.90
DOWNS, DANNY			258245	MEDICARE PREMIUM/DOWNS	\$134.00
ELIASON, CURTIS			258246	MEDICARE PREMIUM/ELIASON	\$134.00
ESTY, RAYMOND J			258250	MEDICARE PREMIUM/ESTY	\$120.00
FERRIANS, ALLEN LARRY			258255	MEDICARE PREMIUM/FERRIANS	\$130.00
HOUCHIN, EARL			258268	MEDICARE PREMIUM/HOUCHIN	\$118.00
JOHNSON, NEILS E			258274	MEDICARE PREMIUM/JOHNSON	\$110.00
JONES, HAROLD			258275	MEDICARE PREMIUM/JONES	\$123.00
KEYS, JACK D			258279	MEDICARE PREMIUM/KEYS	\$134.00
LAHTI, ROGER P			258280	MEDICARE PREMIUM/LAHTI	\$104.90
MURRAY, DAVID			258289	MEDICARE PREMIUM/MURRAY	\$110.00
MYERS, EDWARD A			258290	MEDICARE PREMIUM/MYERS	\$119.00
OWEN, MICHAEL			258295	MEDICARE PREMIUM/OWEN	\$110.00
POLLARD, JAMES			258300	MEDICARE PREMIUM/POLLARD	\$104.90
RONEY, LARRY			258312	MEDICARE PREMIUM/RONEY	\$113.00
SIEMENS, DONALD			258316	MEDICARE PREMIUM/SIEMENS	\$125.00
WEST, ROYAL			258338	MEDICARE PREMIUM/WEST	\$116.00
WILLIAMSON, CRAIG E			258342	MEDICARE PREMIUM/WILLIAMSON	\$108.00

FIRE PENSION TOTAL ****

\$2,605.60

FIREMAN'S PENSION Total ***

\$2,605.60

FUND 612

POLICEMEN'S PENSION

Division:

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POLICE PENSION

ANDERS, PETER	MAY 2018	258049	MEDICARE PREMIUM/ANDERS	\$121.00
BATES, LAURIE VERN JR		258050	MEDICARE PREMIUM/BATES	\$129.00
BEDEN, LARRY		258051	MEDICARE PREMIUM/BEDEN	\$129.00
BRUNSON, DALE A		258052	MEDICARE PREMIUM/BRUNSON	\$111.00
BUSH, LEE		258053	MEDICARE PREMIUM/BUSH	\$116.00
CASE, MIKE	041218	258054	NON-COVERED RX	\$28.99
CLEAVENGER, MICHAEL	MAY 2018	258055	MEDICARE PREMIUM/CLEAVENGER	\$134.00
CLEAVENGER, WILL J		258056	MEDICARE PREMIUM/CLEAVENGER	\$120.00
CLEMENTS, JOHN M		258057	MEDICARE PREMIUM/CLEMENTS	\$118.00
COUCH, LARRY		258058	MEDICARE PREMIUM/COUCH	\$133.00
DEMYER, JAMES J		258059	MEDICARE PREMIUM/DEMYER	\$134.00
DRIVER, DOUGLAS D		258060	MEDICARE PREMIUM/DRIVER	\$134.00
DUCHEMIN, ROGER		258061	MEDICARE PREMIUM/DUCHEMIN	\$127.00
GANLEY, JOHN M		258062	MEDICARE PREMIUM/GANLEY	\$119.00
HIGGINS, FRED C		258063	MEDICARE PREMIUM/HIGGINS	\$111.00
LARSON, SCOTT K		258064	MEDICARE PREMIUM/LARSON	\$134.00
LEWIS, DAVID L		258065	MEDICARE PREMIUM/LEWIS	\$109.00
MOORE, ROBERT		258066	MEDICARE PREMIUM/MOORE	\$114.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$15.67
SPARKS, DAVID W		MAY 2018	258067	MEDICARE PREMIUM/SPARKS	\$118.00
TAYLOR, RANDAL L			258068	MEDICARE PREMIUM/TAYLOR	\$134.00
THOMAS, GERALD D			258069	MEDICARE PREMIUM/THOMAS	\$118.00
TURNER, ROY			258070	MEDICARE PREMIUM/TURNER	\$127.00
WILMOTH, ROD			258071	MEDICARE PREMIUM/WILMOTH	\$132.00
ZIMMERMAN, GERALD			258072	MEDICARE PREMIUM/ZIMMERMAN	\$118.00
POLICE PENSION TOTAL ****					\$2,884.66
POLICEMEN'S PENSION Total ***					\$2,884.66
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division: 600	SECOMM OPERATIONS GENERAL				
AT&T LONG DISTANCE		05/18 03030107210	258210	FAX LINES 4/21/17-5/22/18	\$33.52
BUSINESS TELECOM PRODUCTS INC	P059167	256340	258085	HW510 ENCOREPRO MONAURAL NOISE	\$925.27
	P059167			HW540 ENCOREPRO CONVERTIBLE NO	\$521.28
	P059167			SHIPPING	\$17.39
CENTURYLINK		0518 509-624-3863	258229	GENERAL 5/16-06/16/18	\$7.32
CHARTER COMMUNICATIONS		06/18 0706114	258143	CABLE SERVICE 05/30-06/29/18	\$29.86
FRONTIER		04/18 5096282600	258098	TELEPHONE CHARGE 04/10-5/09/18	\$996.29
		05/18 5096282600		TELEPHONE CHARGE 05/10-6/09/18	\$1,015.09
		06/18 2061881060	258256	GENERAL 05/19-06/18/18	\$221.33
HP INC		0426653	258269	PRINTER SPRT 2/15-5/15/18	\$412.18
ON SCENE MEDICAL SERVICES, P.C.		1063	258294	PRE EMP-PHYSICALS-LARA/HINOJOS	\$470.00
SYSTEM TOOLS SOFTWARE INC	P059215	1805156S	258322	HYENA MAINTENANCE RENEWAL	\$54.67
VANGUARD CLEANING SYSTEM OF INLAND NW		77909	258335	CREDIT-MISSED CLEAN 5/30/18	(\$27.46)
		77970		BCES JANITORIAL SRVCS-MAY	\$375.00
SECOMM OPERATIONS GENERAL TOTAL ****					\$5,051.74
Division: 601	E911 OPERATIONS				
CITY OF RICHLAND		18-157 PROVENCHER	258145	18-157 WAPRO CONFERENCE	\$483.36
		18-229 LETTRICK		18-229 STRATEGIC PLANNING A	\$229.80
ENTERPRISE RENT A CAR		17174060	258248	18-219 LETTRICK	\$42.11
				18-148 DEGRAAF	\$126.34
HP INC		0426653	258269	PRINTER SPRT 2/15-5/15/18	\$412.18
HUSA, E. IVAR		18-264 HUSA	258164	18-264 WAURISA CONFERENCE	\$475.67
LETTRICK, R. KIM		18-229 LETTRICK-	258173	18-229 STRATEGIC PLANNING A	\$43.63
		18-268 LETTRICK	258377	18-268 STATE AC STRATEGIC P	\$77.00
PROMOS 911, INC		7614	258116	PUB ED SUPPLIES CPD3-STYLUS	\$938.61
E911 OPERATIONS TOTAL ****					\$2,828.70
Division: 602	SECOMM AGENCY				
MOON SECURITY SERVICES INC		928923	258288	FIRE ALARM TEST 6/2018-5/2019	\$244.35



City Of Richland

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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SECOMM AGENCY TOTAL ****					\$244.35
SOUTHEAST COMMUNICATIONS CTR Total ***					\$8,124.79
FUND 642	800 MHZ PROJECT				
Division:	610	800 MHZ			
LEGACY POWER SYSTEMS		35508	258376	BADGER MTN-INSPECT GENERATOR	\$3,577.28
SYSTEM TOOLS SOFTWARE INC	P059215	1805156S	258322	HYENA MAINTENANCE RENEWAL	\$54.67
800 MHZ TOTAL ****					\$3,631.95
800 MHZ PROJECT Total ***					\$3,631.95
FUND 643	EMERGENCY MANAGEMENT				
Division:	620	STATE / LOCAL ASSISTANCE			
AT&T LONG DISTANCE		05/18 03030107210	258210	FAX LINES 4/21/17-5/22/18	\$8.38
CHARTER COMMUNICATIONS		06/18 0706114	258143	CABLE SERVICE 05/30-06/29/18	\$29.86
VANGUARD CLEANING SYSTEM OF INLAND NW		77909	258335	CREDIT-MISSED CLEAN 5/30/18	(\$4.58)
		77970		BCES JANITORIAL SRVCS-MAY	\$62.50
STATE / LOCAL ASSISTANCE TOTAL ****					\$96.16
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
AT&T LONG DISTANCE		05/18 03030107210	258210	FAX LINES 4/21/17-5/22/18	\$8.38
CHARTER COMMUNICATIONS		06/18 0706114	258143	CABLE SERVICE 05/30-06/29/18	\$29.87
CITY OF RICHLAND		18-251 FERRIS	258353	18-251 ICS-400 TRAINING	\$77.00
FRONTIER		04/18 5096282600	258098	TELEPHONE CHARGE 04/10-5/09/18	\$332.10
		05/18 5096282600		TELEPHONE CHARGE 05/10-6/09/18	\$338.36
HP INC		0426653	258269	PRINTER SPRT 2/15-5/15/18	\$54.34
SYSTEM TOOLS SOFTWARE INC	P059215	1805156S	258322	HYENA MAINTENANCE RENEWAL	\$32.80
VANGUARD CLEANING SYSTEM OF INLAND NW		77909	258335	CREDIT-MISSED CLEAN 5/30/18	(\$4.58)
		77970		BCES JANITORIAL SRVCS-MAY	\$62.50
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$930.77
Division:	622	DOE EMERGENCY PREPAREDNESS			
AT&T LONG DISTANCE		05/18 03030107210	258210	FAX LINES 4/21/17-5/22/18	\$8.38
CHARTER COMMUNICATIONS		06/18 0706114	258143	CABLE SERVICE 05/30-06/29/18	\$29.86
FRONTIER		04/18 5096282600	258098	TELEPHONE CHARGE 04/10-5/09/18	\$332.09
		05/18 5096282600		TELEPHONE CHARGE 05/10-6/09/18	\$338.36
HP INC		0426653	258269	PRINTER SPRT 2/15-5/15/18	\$54.34
SYSTEM TOOLS SOFTWARE INC	P059215	1805156S	258322	HYENA MAINTENANCE RENEWAL	\$10.93
VANGUARD CLEANING SYSTEM OF INLAND NW		77909	258335	CREDIT-MISSED CLEAN 5/30/18	(\$4.58)
		77970		BCES JANITORIAL SRVCS-MAY	\$62.50
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$831.88
Division:	623	JURISIDICITION			



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AT&T LONG DISTANCE		05/18 03030107210	258210	FAX LINES 4/21/17-5/22/18	\$8.37
CHARTER COMMUNICATIONS		06/18 0706114	258143	CABLE SERVICE 05/30-06/29/18	\$29.86
FRONTIER		04/18 5096282600	258098	TELEPHONE CHARGE 04/10-5/09/18	\$332.09
		05/18 5096282600		TELEPHONE CHARGE 05/10-6/09/18	\$338.37
HP INC		0426653	258269	PRINTER SPRT 2/15-5/15/18	\$54.33
MOON SECURITY SERVICES INC		928923	258288	FIRE ALARM TEST 6/2018-5/2019	\$244.35
PITNEY BOWES PURCHASE POWER		0518/14823173	258388	POSTAGE 05/01/18 TO 05/31/18	\$2.15
SYSTEM TOOLS SOFTWARE INC	P059215	1805156S	258322	HYENA MAINTENANCE RENEWAL	\$10.93
VANGUARD CLEANING SYSTEM OF INLAND NW		77909	258335	CREDIT-MISSED CLEAN 5/30/18	(\$4.57)
		77970		BCES JANITORIAL SRVCS-MAY	\$62.50
JURISIDCTION TOTAL ****					\$1,078.38
EMERGENCY MANAGEMENT Total ***					\$2,937.19

FUND 803 UTILITY BILL CLEARING FUND

Division: 000

ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES	CISPAY15259	258155	Customer Refund	\$102.76
	CISPAY15260	258162	Customer Refund	\$342.00
	CISPAY15261	258194	Customer Refund	\$47.85
	CISPAY15262	258159	Customer Refund	\$1,774.76
	CISPAY15263	258180	Customer Refund	\$56.91
	CISPAY15264	258195	Customer Refund	\$21.91
	CISPAY15265	258167	Customer Refund	\$58.44
	CISPAY15266	258185	Customer Refund	\$39.86
	CISPAY15267	258193	Customer Refund	\$41.57
	CISPAY15268	258197	Customer Refund	\$20.82
	CISPAY15269	258187	Customer Refund	\$103.69
	CISPAY15270	258196	Customer Refund	\$165.37
	CISPAY15271	258160	Customer Refund	\$10.12
	CISPAY15272	258179	Customer Refund	\$54.04
	CISPAY15273	258170	Customer Refund	\$114.92
	CISPAY15274	258171	Customer Refund	\$110.31
	CISPAY15275	258156	Customer Refund	\$135.19
	CISPAY15276	258136	Customer Refund	\$121.56
	CISPAY15277	258157	Customer Refund	\$96.31
	CISPAY15278	258192	Customer Refund	\$48.27
	CISPAY15279	258175	Customer Refund	\$95.49
	CISPAY15280	258139	Customer Refund	\$106.76
	CISPAY15281	258183	Customer Refund	\$120.24
	CISPAY15282	258141	Customer Refund	\$60.44
	CISPAY15283	258154	Customer Refund	\$58.41



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY15284	258137	Customer Refund	\$47.47
		CISPAY15285	258149	Customer Refund	\$95.23
				Customer Refund	\$40.00
			258346	Customer Refund	\$40.00
		CISPAY15286		Customer Refund	\$95.23
			258188	Customer Refund	\$100.00
				Customer Refund	\$14.31
			258397	Customer Refund	\$100.00
				Customer Refund	\$14.31
				Customer Refund	\$101.26
		CISPAY15287	258359	Customer Refund	\$101.26
		CISPAY15288	258366	Customer Refund	\$64.99
		CISPAY15289	258391	Customer Refund	\$180.98
		CISPAY15290	258384	Customer Refund	\$33.93
		CISPAY15291	258351	Customer Refund	\$163.51
		CISPAY15292	258358	Customer Refund	\$66.63
		CISPAY15293	258378	Customer Refund	\$113.00
		CISPAY15294	258371	Customer Refund	\$26.60
		CISPAY15295	258349	Customer Refund	\$31.28
		CISPAY15296	258372	Customer Refund	\$51.55
		CISPAY15297	258390	Customer Refund	\$68.77
		CISPAY15298	258364	Customer Refund	\$10.34
		CISPAY15299	258373	Customer Refund	\$97.79
		CISPAY15300	258389	Customer Refund	\$114.10
		CISPAY15301	258348	Customer Refund	\$96.83
		CISPAY15302	258375	Customer Refund	\$95.57
		CISPAY15303	258355	Customer Refund	\$104.56
		CISPAY15304	258379	Customer Refund	\$98.56
		CISPAY15305	258369	Customer Refund	\$35.76
UNASSIGNED TOTAL ****					\$6,010.56
UTILITY BILL CLEARING FUND Total ***					\$6,010.56



City Of Richland

VL-1 Voucher Listing

From: 5/28/2018 To: 6/8/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$1,789,585.79

Number of Invoices

Amount

Vouchers In Richland	100	\$251,415.04
Vouchers In Tri Cities	97	\$316,330.06
Vouchers In WA	154	\$911,939.28
Vouchers Outside WA	447	\$309,901.41
Vouchers Final Total.....	798	\$1,789,585.79

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$1,219.10	0.07%
2	BENEFITS	\$11,292.30	0.63%
3	SUPPLIES	\$146,379.28	8.18%
4	OTHER SERVICES & CHARGES	\$352,625.61	19.7%
5	INTERGOVERNMENTAL SERVICES	\$201,888.56	11.28%
6	CAPITAL PROJECTS	\$886,202.62	49.52%
	MACHINERY & EQUIPMENT	\$14,652.86	0.82%
	REFUNDS	\$6,010.56	0.34%
	INVENTORY PURCHASES	\$169,314.90	9.46%
	Total	\$1,789,585.79	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 06/19/2018

Agenda Category: Items of Business

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 95-18, Authorizing a Seventh Amendment to the Purchase and Sale Agreement with The Crown Group, Inc.

Department:

Community Development Services

Ordinance/Resolution Number:

95-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 95-18, authorizing the City Manager to sign and execute a Seventh Amendment to the Purchase and Sale Agreement with The Crown Group, Inc.

Summary:

On March 17, 2015, Council authorized a Purchase and Sale Agreement (Contract No. 54-15) with The Crown Group, Inc. ("Crown") for the sale and development of 650 George Washington Way. Since its execution, the Agreement with Crown has been amended six times to: extend the Initial 90-day Contingency Period, authorize an alternative design concept, allow reimbursement for a sewer line relocation, authorize cost-sharing for construction of a retaining wall, surplus City park land for sale to Crown, credit park district impact fees for investments in trail improvements, approve a revised mixed-use residential/retail design, and extend the deadline to start construction to correspond with HUD's loan processing schedule.

With this proposed Seventh Amendment to the Purchase and Sale Agreement, Crown is seeking to extend the deadline to receive HUD's Firm Commitment to fund construction of the project from July 10, 2018 to September 30, 2018, and to extend the deadline to begin construction from August 12, 2018 to October 30, 2018. The extended deadlines coincide with HUD's indicated timeline for processing and review of Crown's Firm Commitment Application. To date, HUD's opinion of the project is favorable.

Crown has indicated that since September 7, 2017, it has incurred expenses of no less than \$613,000 on the project. Further, on May 14, 2018, Crown submitted its second review construction plans for approval of the project, which includes a 4-story, 119,778 square foot, 106-unit apartment building, two (2) retail buildings totaling 6,590 square feet fronting George Washington Way, an additional 3,067 square feet of retail within the apartment complex, and a 25-space underground parking garage.

Outside counsel Ken Harper was engaged for review prior to execution of the 6th Amendment. Staff recommends approval of Resolution No. 95-18.

Fiscal Impact:

Approval of this resolution will have no fiscal impact.

Attachments:

1. Resolution No. 95-18
2. Seventh Amendment to The Crown Group, Inc PSA (54-15)
3. HUD Invitation to submit Firm Commitment Application
4. June 12, 2018 Email Concerning HUD Firm Financial Commitment Application
5. Crown PSA and Amendments 1-6 (54-15)
6. Project Review (Illustrative only)

RESOLUTION NO. 95-18

A RESOLUTION of the City of Richland authorizing a Seventh Amendment to the Purchase and Sale Agreement by and between the City of Richland and The Crown Group, Inc.

WHEREAS, on March 17, 2015, Richland City Council adopted Resolution No. 33-15, authorizing execution of a Purchase and Sale Agreement (Contract No. 54-15, hereinafter "Original Agreement") by and between the City of Richland (hereinafter "City") and The Crown Group, Inc. (hereinafter "Crown"); and

WHEREAS, on August 5, 2015, the City and Crown executed a First Amendment to Purchase and Sale Agreement extending the Initial 90-day Contingency Period under Section 4.4 of the Original Agreement to February 26, 2016; and

WHEREAS, on February 16, 2016, the City and Crown executed a Second Amendment to Purchase and Sale Agreement extending the Initial 90-day Contingency Period under Section 4.4 of the Original Agreement to June 25, 2016; and

WHEREAS, during the time granted under each previous extension, Crown actively pursued creation of a public-private partnership with the City as a component of ascertaining the feasibility of developing a public market at 650 George Washington Way; and

WHEREAS, in an email dated May 20, 2016, Crown notified the City that it was prepared to advance with a development for 650 George Washington Way that aligns with Crown's original concept, which is mixed-use development with a combination of office space and retail. Based on this shift in focus, Crown asked the City to extend the Initial 90-day Contingency Period to August 18, 2016. The City agreed, and a Third Amendment to Purchase and Sale Agreement was executed on June 7, 2016; and

WHEREAS, on August 10, 2016, Crown submitted a written Extension Notice to the City to exercise its First Extension Period and extend the Contingency Period an additional 90 days to November 16, 2016; and

WHEREAS, in exercising its First Extension Period pursuant to Section 4.4 of the Purchase and Sale Agreement, Crown forfeited \$15,000 of the \$45,000 Earnest Money Deposit, and certified to the City that it had incurred expenditures totaling a minimum of \$15,000; and

WHEREAS, assuming Crown closes on the transaction pursuant to the Purchase and Sale Agreement as amended, the first \$15,000 of forfeited Earnest Money Deposit is applicable toward the purchase price; and

WHEREAS, on November 15, 2016, Richland City Council approved a Fourth Amendment to Purchase and Sale Agreement with Crown, authorizing an alternative

development concept that includes 5,000 square feet of retail space and no fewer than 60 residential units; and

WHEREAS, Richland City Council's approval of Crown's alternative development concept was predicated on the several professional studies commissioned by the City over the last 15 years that have identified the provision of multi-family housing in the Central Business District ("CBD") as an important element of economic redevelopment. Said studies indicate that multi-family housing in the CBD will create additional demand for goods and services in that area, which is consistent with the City's vision for Richland's downtown and waterfront district; and

WHEREAS, on November 11, 2016, Crown submitted a written Extension Notice to the City to exercise its Second Extension Period and extend the Contingency Period an additional 90 days to February 14, 2017; and

WHEREAS, in exercising its Second Extension Period pursuant to Section 4.4 of the Purchase and Sale Agreement, Crown forfeited another \$15,000 of the \$45,000 Earnest Money Deposit, and certified to the City that it has incurred additional expenditures totaling a minimum of \$35,000; and

WHEREAS, assuming Crown closes on the transaction pursuant to the Purchase and Sale Agreement as amended, the second \$15,000 of forfeited Earnest Money Deposit is applicable toward the purchase price; and

WHEREAS, on November 15, 2016, Staff presented to City Council a list of additional concessions sought by the Crown related to development at 650 George Washington Way. With that presentation, Staff committed to reviewing the list of additional requests and returning to Council with recommendations related to each one; and

WHEREAS, after engaging in a thorough vetting process regarding each of Crown's additional requests, to include telephonic and on-site visits with the developer to fully understand the nature and extent of each request, staff recommended and Council approved the Fifth Amendment to Purchase and Sale Agreement, which consented to: relocation of the sewer line encumbering 650 George Washington Way and reimbursement thereof; shared costs of constructing a retaining wall in exchange for aesthetic control thereof; initiating the surplus process for land upon which Crown seeks to locate additional parking; and crediting UGT improvements in excess of \$75,000 to Crown park district impact fees, up to the maximum amount collected as determined by unit count; and

WHEREAS, on February 8, 2017, Crown submitted a written Extension Notice to the City to exercise its Third Extension Period and extend the Contingency Period an additional 90 days to May 15, 2017; and

WHEREAS, in exercising its Third Extension Period pursuant to Section 4.4 of the Purchase and Sale Agreement, Crown forfeited the last \$15,000 of the \$45,000 Earnest

Money Deposit, and certified to the City that it has incurred additional expenditures totaling a minimum of \$45,000; and

WHEREAS, assuming Crown closes on the transaction pursuant to the Purchase and Sale Agreement as amended, the third \$15,000 of forfeited Earnest Money Deposit is applicable toward the purchase price; and

WHEREAS, on May 10, 2017, the City's Development Permitting Division issued to Crown an assessment of its proposed 650 George Washington Way project for compliance with the City's zoning regulations. The project reviewed was a four-story apartment building with retail fronting George Washington Way; and

WHEREAS, on May 15, 2017, Crown submitted a written waiver of conditions under the Purchase and Sale Agreement, acknowledging that it had incurred expenses of no less than \$65,000, and confirming October 12, 2017 as the intended closing date; and

WHEREAS, after waiving conditions and receiving the City's review of its originally proposed mixed use residential/retail project, Crown submitted a revised site plan that reflected a mixed use residential/retail project that separates the residential component from the retail component, thereby utilizing 650 George Washington Way to its highest and best use (See Exhibit G of Sixth Amendment); and

WHEREAS, on September 7, 2017, City Council executed the Sixth Amendment to Purchase and Sale Agreement with Crown, authorizing closing to occur no less than thirty (30) calendar days after Crown receives a firm financial commitment from a viable lender, which was to occur no later than July 10, 2018; and

WHEREAS, in addition to an extension of the closing date to accommodate Crown's pursuit of HUD financing, the Sixth Amendment to Purchase and Sale Agreement also replaced former Exhibit D – Version 2 with an August 15, 2017 revised project design, incorporated a binding schedule of milestones related to the HUD financing process, and required Crown to deposit an additional \$30,000 of Earnest Money with Tri-City Title & Escrow; and

WHEREAS, assuming Crown closes on the transaction pursuant to the Purchase and Sale Agreement as amended, the additional \$30,000 Earnest Money Deposit made as required by the Sixth Amendment to Purchase and Sale Agreement is applicable toward the purchase price; and

WHEREAS, on November 12, 2017, pursuant to the established schedule, Crown submitted a pre-application to HUD; and

WHEREAS, on April 24, 2018, Crown received an invitation from HUD to submit a Firm Commitment Application for further consideration of funding the project; and

WHEREAS, HUD indicates that it will not complete its review of Crown's Firm Commitment Application in time to issue a firm financial commitment by the July 10, 2018 deadline; and

WHEREAS, Crown requests that the City extend the deadline from July 10, 2018 to September 30, 2018 to allow time to receive a firm financial commitment from HUD, with closing to occur within thirty (30) calendar days of September 30, 2018; and

WHEREAS, Crown also requests that the deadline for commencing construction be extended from August 12, 2018 to October 30, 2018; and

WHEREAS, Crown has been diligent in its pursuit of the milestones agreed to under the Sixth Amendment to Purchase and Sale Agreement, and attests that since September 7, 2017, it has incurred expenses of no less than \$613,000 toward development of the project; and

WHEREAS, as evidence of its continued commitment to the project, on May 14, 2018, Crown submitted to the City's Building Department its second review construction plans for approval of its project, which includes a 4-story, 119,778 square foot, 106-unit apartment building, two (2) retail buildings totaling 6,590 square feet fronting George Washington Way, an additional 3,067 square feet of retail within the apartment complex, and a 25-space underground parking garage; and

WHEREAS, the City of Richland desires to see successful development at 650 George Washington Way, and believes that the revised retail/residential design provided by Crown will be an asset to Richland's Central Business District as it is consistent with the Council's long-held vision for the District and complements the City's efforts related to developing the waterfront.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Seventh Amendment to the Purchase and Sale Agreement by and between the City of Richland and The Crown Group, Inc.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day June, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Seventh Amendment to Purchase and Sale Agreement

This **Seventh Amendment** to the March 27, 2015 Purchase and Sale Agreement ("Amendment") is made and entered into on this _____ day of June, 2018 by and between the **City of Richland**, a Washington municipal corporation ("Seller") and **The Crown Group, Inc.**, an Illinois corporation ("Purchaser"). Seller and Purchaser are referred to collectively as the "Parties."

Seller and Purchaser acknowledge that Purchaser has timely exercised all elective contingency period extensions available under Section 4.4 of the Purchase and Sale Agreement, as amended (collectively, the "Agreement"), and that Purchaser waived conditions under Section 4. via letter dated May 15, 2017, which has been incorporated into the Agreement by reference.

For valuable consideration, the receipt of which is hereby acknowledged, Seller and Purchaser agree to the following:

1. Seller acknowledges that Purchaser has deposited \$30,000 of Earnest Money with Tri-City Title & Escrow as required by the Sixth Amendment and that the total amount of Earnest Money deposited under the Agreement to date by Purchaser totals \$75,000.
2. The Parties agree to modify specific sections of the Purchase and Sale Agreement as described below:

Section 5.2 shall be modified as follows:

5.2. Closing Date. ~~Except as provided in subsection 10.3.3.a. herein,~~
The closing of the transaction and delivery of all items shall occur at ~~Tri-City Title & Escrow~~ First American Title Company, in Seattle, Washington, and shall occur no later than thirty (30) calendar days after Seller receives a firm financial commitment from a viable lender, submitted on behalf of Purchaser, evidencing a legal commitment to fund construction of Version 2 (or Version 1, if applicable – See Section 10.3.2); provided, however, that Purchaser may extend the date for closing for up to fifteen (15) calendar days if closing is delayed due to the action or inaction of HUD. Purchaser shall provide lender's firm financial commitment to Seller on or before ~~July 10~~September 30, 2018. Failure by Purchaser to provide the firm financial commitment described herein by ~~July 10~~September 30, 2018 shall result in immediate termination of this Agreement and forfeiture of all earnest money deposited by Purchaser. The lender's firm financial commitment for Version 2 must reflect a funding commitment for the entire project

(combined retail and residential). A lender's firm financial commitment for Version 1, if applicable, must reflect a funding commitment for no less than one building, recognizing that this Agreement allows phasing if Version 1 is constructed.

Section 10.3.2 of the Agreement, a subsection under Section 10.3 entitled Purchaser's Representations, as amended by the Fourth Amendment [and Sixth Amendment](#) to the Agreement, shall be modified as follows:

10.3.2. Purchaser further represents that, ~~as of the executed Sixth Amendment date,~~ subject to the terms of this Agreement and obtaining all desired approvals, authorization and permits, it intends to develop the Property as a mixed use development with a combination of residential and retail ([per Exhibit D, Version 2 attached to the Sixth Amendment](#)) with required site design throughout per the Central Business District Zone and Design Standards, with such changes and variances as Seller shall reasonably approve. Subject to obtaining a HUD loan, Purchaser agrees to construct said project substantially consistent with the project depicted and described in [per Exhibit G attached to the Sixth Amendment](#), with minor allowances for architectural details and color changes, slight variation in number of units, and slight parking configuration changes. Failure to construct substantially consistent with the project depicted and described in **Exhibit G attached to the Sixth Amendment** shall constitute default under this Agreement triggering Seller's right to repurchase as provided herein. **Exhibit G** is [attached to the Sixth Amendment](#) and incorporated by reference into this Agreement.

- a. If, through no fault of Purchaser, Purchaser cannot secure a HUD invitation or sufficient funding through a HUD loan to construct Version 2, then Purchaser may elect to construct a combination of office space and retail ([per Exhibit D, Version 1 attached to the Sixth Amendment](#)); provided, however, that Purchaser must meet the same firm financial commitment/closing/construction schedule as provided for Version 2 under this Agreement.
- b. If Purchaser fails to secure sufficient funding for Version 2 because of Purchaser's own untimely action, then Seller shall have the option, in Seller's discretion, to either: 1) terminate this Agreement and forfeit Purchaser's earnest money; or 2) grant Purchaser the right to construct Version 1 (office space and retail; phased construction approach).

10.3.3. Purchaser represents that it will adhere to the schedule provided in **Exhibit G-1, which is attached hereto and made a part hereof and replaces only the timing schedule included in Exhibit G attached to the Sixth Amendment,** through HUD loan closing or until such time as Purchaser elects to pursue Version 1 as provided in ~~s~~Section 10.3.2.a. above. Purchaser shall provide Seller with sufficient evidence that each identified milestone has been met according to schedule. Purchaser's failure to satisfy any of the identified milestones shall constitute default under this Agreement, resulting in termination and forfeiture of the deposited earnest money; provided, however, that termination and forfeiture shall not occur in the event all of the following conditions are met: 1) Purchaser has failed to satisfy the milestone due to no fault of Purchaser; 2) the missed milestone is satisfied within ten (10) business days of the original deadline; and 3) the delayed satisfaction of the milestone does not undermine the schedule's overall objective. Missed milestones that are remedied under this subsection shall have no impact on Purchaser's obligation to meet the hard deadlines established by the ~~Sixth~~ Seventh Amendment.

Section 10.3.3.a is hereby deleted.

~~a. Notwithstanding the previous subsection, if the July 10, 2018 deadline is not met due to delays caused solely by HUD and/or another involved third party, with no influence or involvement from Purchaser, and Purchaser can demonstrate through objective evidence satisfactory to Seller that: 1) Purchaser has spent no less than \$300,000 in support of the HUD loan process (including plans); and 2) that the HUD loan process remains intact and that the HUD loan will close within sixty (60) calendar days after July 10, 2018, then all hard dates established by this Sixth Amendment may be extended for up to thirty (30) calendar days. Any such extension must be acknowledged in writing by the Parties.~~

10.3.4 After Closing, and until Seller's right to repurchase is extinguished, Purchaser agrees not to use the Property as collateral to secure any financial obligations, nor to encumber the Property in any way, with the exception of construction financing and permanent financing for a project substantially consistent with the project identified in **Exhibit G** (or Version 1, if applicable). If Purchaser's lender requires subordination of Seller's repurchase right described in Section 13.17,

Seller's approval and execution of lender's form of subordination shall not be unreasonably denied.

Section 13.17 of the Agreement, entitled Option to Repurchase, as amended by the Fourth Amendment [and Sixth Amendment](#) to the Agreement, shall be modified as follows:

13.17 Option to Repurchase. This Property is being sold to Purchaser in anticipation of a development as described in Section 4.7. Purchaser agrees to initiate construction on or before ~~August 12~~ [October 30](#), 2018; [provided, however, that if Closing is delayed by the action or inaction of HUD as contemplated in Section 5.2, Purchaser's obligation to initiate construction shall also be delayed the corresponding number of days Closing is delayed.](#) As used herein, "initiate construction" shall mean mass grading of the Property as defined in approved grading plans submitted to Seller for approval. Failure by Purchaser to initiate construction as defined herein on or before ~~August 12~~ [October 30](#), 2018 [\(subject to extension if Closing is delayed as provided in the first sentence of this Section 13.17\)](#) is a default under this Agreement, thereby triggering Seller's right to repurchase the Property, which is Seller's sole remedy. Purchaser shall submit a complete application to Seller for approval of a building permit within (3) months of Closing. Failure of Purchase to submit a complete application for approval of a building permit as provided herein is a default under this Agreement, thereby triggering Seller's right to repurchase the Property, which is Seller's sole remedy. The Seller shall repurchase this Property by giving Purchaser not less than 30 days' notice and refunding the original Purchase Price of eight hundred one thousand nine hundred thirty-nine and 60/100 dollars (\$801,939.60) for approximately two and sixty-three hundredths (2.63) acres, to be readjusted based on \$7.00 per square foot of the property legally described on Exhibit A as determined by survey, less all earnest money paid, and less three hundred thousand and 00/100 dollars (\$300,000.00) (of which \$75,000 represents Seller's share of improvements to the Urban Greenbelt Trail adjacent to the Property), without interest. Seller's right to repurchase includes repurchase, by refunding to Purchaser the original Purchase Price, of the strip of parking that was surplus (as authorized by Resolution No. 25-17) and sold by Seller to Purchaser in conjunction with the sale of 650 George Washington Way. If exercising its option to repurchase, Seller must repurchase both properties simultaneously. The Seller will pay for all closing costs related to the repurchase of the property. Other than closing costs, the Seller will not assume any liability for expenses

incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey title to the Seller within sixty (60) days of receipt of notification of Seller's decision to seek re-conveyance of Property. This repurchase right is exclusive to the Seller and shall be exercised at the sole discretion of the Seller. This repurchase right survives twenty-four (24) months after Closing or until such time as Purchaser passes a final, complete framing inspection, whichever is earlier. The Seller shall be under no obligation to exercise this option to repurchase.

3. The remaining terms and conditions of the Purchase and Sale Agreement executed March 27, 2015, as amended, shall remain unchanged and in full force and effect. All rights, obligations and liabilities arising out of the contract are the direct rights and obligations of The Crown Group, Inc.
4. This Amendment shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment as of the day set forth above.

CITY OF RICHLAND – SELLER

THE CROWN GROUP, INC. – PURCHASER

By: Cynthia D. Reents, ICMA-CM
Its: City Manager

By: Mark Lambert
Its: President

APPROVED AS TO FORM

Heather Kintzley, City Attorney

Exhibit G-1

Incorporated into the PSA by the Seventh Amendment

*Replaces only the timeline found in **Exhibit G**, incorporated by the Sixth Amendment*

Park Place Apartments
EXHIBIT G-1

Replaces the timeline on the last page of **Exhibit G** (attached to and incorporated by the Sixth Amendment).

Responsible Party	Action Item	Estimated Critical Date	Date Completed	Money Due	Revised Estimated Critical Date
Borrower	Project Engagement	Friday, August 04, 2017	6/21/2017		Friday, August 04, 2017
Borrower	Send items needed for Concept meeting	Sunday, August 06, 2017	6/21/2017		Wednesday, June 21, 2017
Berkadia	Complete concept meeting package	Sunday, August 13, 2017	8/17/2017		Thursday, August 17, 2017
Berkadia	Submit concept meeting package to HUD	Tuesday, August 15, 2017	8/18/2017		Friday, August 18, 2017
HUD	Schedule concept meeting	Friday, August 25, 2017	8/29/2017		Tuesday, August 29, 2017
HUD	Concept meeting held	Friday, September 08, 2017	9/5/2017		Tuesday, September 05, 2017
HUD	Received Feedback from HUD	Wednesday, September 13, 2017	9/5/2017		Tuesday, September 05, 2017
Berkadia	Order 3rd Party Reports	Friday, September 15, 2017	9/15/2017	\$25,000 to Berkadia: \$20k for 3rd Party Reports (Appraisal, Market Study, and Phase I) & \$5k Processing Fee	Friday, September 15, 2017
Market Analyst & D3G	Receive 3rd Party Reports	Sunday, October 15, 2017	10/18/2017		Wednesday, October 18, 2017
Contractor	DRAFT 2328 Contractor's Cost Estimate	Friday, November 03, 2017	11/14/2017		Tuesday, November 14, 2017
Berkadia	Pre-Application delivered to Berkadia Chief Underwriter for review with 3rd party reports	Sunday, October 29, 2017	12/15/2017		Friday, December 15, 2017
Berkadia	Berkadia underwriter review completed. Submit PRE-APPLICATION to HUD.	Sunday, November 12, 2017	12/28/2017	.15% of Loan Amount Due to HUD for Pre-Application Fee:	Thursday, December 28, 2017
Architect	Send 85% drawings (design & MEPs) to Berkadia for 3rd party preliminary review	Wednesday, December 27, 2017	1/11/2018		Thursday, January 11, 2018
HUD	HUD Issues Invitation	Wednesday, December 27, 2017		\$20,000 to Berkadia for Firm Application Reports: A&E Cost Review and Firm Appraisal	Wednesday, March 28, 2018
Berkadia/D3G	Provide checklist of required documents to General Contractor & Architect	Thursday, December 28, 2017	1/10/2018		Wednesday, January 10, 2018
D3G	Send Final comments to Architect for incorporation into bid set	Sunday, February 11, 2018	5/6/2018		Sunday, May 06, 2018
Architect	"FINAL BID SET" of Plans and specs to GC with D3G comments addressed	Sunday, February 25, 2018	5/6/2018		Sunday, May 06, 2018
Management Firm	All documentation delivered to Berkadia for completion of preliminary underwriting	Sunday, February 25, 2018	5/6/2018		Sunday, May 06, 2018
Contractor & Architect	All documentation delivered to Berkadia for completion of preliminary underwriting	Sunday, February 25, 2018	5/6/2018		Sunday, May 06, 2018
Borrower	All documentation delivered to Berkadia for completion of preliminary underwriting	Sunday, February 25, 2018	5/6/2018		Sunday, May 06, 2018
Contractor	GC Provides FINAL bid on 2328 and 2328-LI	Wednesday, February 28, 2018	5/16/2018		Wednesday, May 16, 2018
D3G	Deliver reviewed 2328 to Appraiser	Monday, March 05, 2018			Monday, May 21, 2018
Appraiser	Final Appraisal Report Completed	Sunday, March 11, 2018			Sunday, May 27, 2018
D3G	A&E/Cost Review Reports Completed	Sunday, March 11, 2018			Sunday, May 27, 2018
Architect	2 sets of Final plans and specs to Berkadia for HUD Firm App	Monday, March 12, 2018			Monday, May 28, 2018
Berkadia	Firm Application to Chief Underwriter for final review	Wednesday, March 21, 2018			Wednesday, June 06, 2018
Berkadia	Chief underwriter completes final underwriting review.	Wednesday, March 28, 2018			Wednesday, June 13, 2018
Berkadia	Loan Committee Approval	Wednesday, April 04, 2018			Wednesday, June 20, 2018
Berkadia	Firm Application delivered to HUD	Thursday, April 05, 2018		.15% of Loan Amount Due to HUD for Pre-Application Fee:	Thursday, June 21, 2018
HUD	HUD Issues FIRM-COMMITMENT	Sunday, May 20, 2018			Wednesday, September 19, 2018
Berkadia	Rate Lock with Mortgage	Monday, May 21, 2018		.50% Rate Lock Deposit Due to Berkadia (Refunded at the Closing Table)	Thursday, September 20, 2018
Attorney	Begin preparing closing documents	Tuesday, May 22, 2018			Friday, September 21, 2018
Berkadia	Initial closing with HUD	Tuesday, June 19, 2018			Friday, October 19, 2018
Contractor	Begin Construction	Wednesday, June 20, 2018			Saturday, October 20, 2018



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Southwest Multifamily Region
801 Cherry Street, Unit #45, Suite 2500
Fort Worth, TX 76102

Multifamily Customer Service Telephone Line 1-800-568-2893
www.hud.gov

APR 24 2016

Brad Biddle, MAP Underwriter
Berkadia Commercial Mortgage
111 SW Fifth Street, Suite 2650
Portland, OR 97202

Dear Mr. Biddle:

Subject: Park Place Apartments (17135250)
MAP Invitation Letter
Section 221 (d) (4)
Richland, WA 99352

This is to inform you that our staff has reviewed the Pre-Application materials for the subject proposal and finds it to be worthy of further consideration should you decide to submit a Firm Commitment Application for mortgage insurance. There is a market for the proposal based upon our review of the appraisal and market study subject to updating all market assumptions before Firm Commitment. Subject to later confirmation or completion of the HUD environmental review, the site appears acceptable based on our preliminary inspection and the information provided.

Should you desire to continue with this project and submit an application for Firm Commitment, it is understood that the project will have the following characteristics:

Type of Unit	# Units	% of Units	Unit Size Range			
			Size	Rent	Mo. Rent	Rent/SF
0BD/1BA	10	9.4	456 sf	\$1,080	\$10,800	\$2.37
0BD/1BA	6	5.7	477 sf	\$1,090	\$6,540	\$2.28
1BD/1BA	48	45.3	714 sf	\$1,215	\$58,320	\$1.70
1BD/1BA	16	15.1	714 sf	\$1,215	\$19,440	\$1.70
1BD/1BA	8	7.5	824 sf	\$1,250	\$10,000	\$1.52
2BD/2BA	10	17.7	963 sf	\$1,465	\$14,650	\$1.52
2BD/2BA	8	0.39	1077 sf	\$1,500	\$12,000	\$1.39
Total or Ave.	106		735 sf	\$1,243	\$131,750	\$1.78

The MIP for this project is elected to be one of the following rates based on the proposal:
Green/Energy Efficient Housing: (25 bp) upfront MIP (25 bp) annual MIP

Equipment and Services included in the rent are: range, microwave, refrigerator, swimming pool, dishwasher, disposal, central air conditioning.

Ancillary Income:

TYPE	#	Cost	Total/Mo	Total/Yr
Underground Garage Spaces	27*	\$125	\$3,500	\$42,000
Carports	20	\$35	\$700	\$8,400
Basement Storage	60	\$34.72	\$2,083	\$24,996
RUBS	106	\$39.31	\$4,167	\$50,004
Miscellaneous	106	\$20.83	\$2,208	\$26,496
Grand Total:				\$151,896
Ancillary income % of EGI				8.58%

Commercial Income: The third-party Appraiser concluded \$197,652 commercial income annually (or \$25 psf plus \$4.50 psf reimbursement for expenses).

The operating expense estimate of \$5,711 per unit per annum is preliminarily acceptable subject to updated and relevant data before the Firm Commitment. The total for all improvements appears to be within a reasonable range.

Land value/as-is value will be determined at the Firm Commitment stage. Excess costs resulting from any unusual site conditions identified in the construction cost estimate at the Firm Commitment stage will be deducted from the land value fully improved (with offsite improvements installed). The HUD environmental review and environmental assessment and HUD previous participation (Form HUD-2530) will not be completed until the Firm Commitment package is submitted to HUD.

It is important to understand that this letter is not to be construed as a commitment on the part of FHA to insure a mortgage for your proposal. It is intended only to establish general agreement on the basic concept, market, rents and expenses for your proposal. If the Firm Commitment application submitted is consistent with the Pre-application submission, does not trigger the thresholds for a more extensive review, and no problems arise because of environmental or previous participation issues, HUD should be able to complete its review within the scheduled time. If there are significant changes from the concept agreed to at the Pre-Application submission, HUD will need more time to complete an extensive review and will not be bound by the scheduled review time and could result in rejection of the Firm Commitment application. Significant changes would include changes in location, building type, project market, rents, unit number, unit mix or gross project area that could cause a change in income, expense and demand assumptions and/or require a new market study and HUD review.

Therefore, you are invited to submit a Firm Commitment application for mortgage insurance on Form HUD-92013, Application for Multifamily Housing Project, along with a fee of \$3 (30 basis points) per thousand of the mortgage amount; or the balance of 15 basis points after market rate Pre-application fee, with the required MAP lender deliverables, by August 16, 2018.

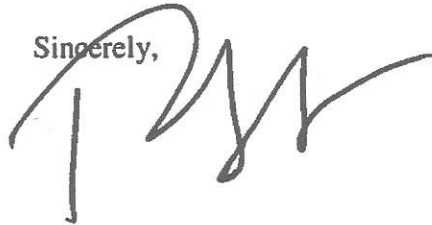
The lender must advise HUD in writing within 30 days of the date of this letter of invitation whether it plans to submit an application for the project. If the lender fails to notify HUD within the

time required, the invitation letter expires, and the lender will be required to repeat the Pre-application process.

The application for a Firm Commitment must be submitted within 120 days of the date of the letter of invitation. The Hub or Program Center may authorize extensions of up to 90 days past this 120-day limit, but there is no requirement that the extensions be approved. The Hub or Program Center will review the circumstances reported by the lender to justify an extension of time. The lender must certify and the Hub or Program Center must determine that the request to extend beyond 120-days is not likely to change the underwriting data on which the invitation was based or to undermine the feasibility of the project due to a change in the market or other factors determined at Pre-application.

Where there is justifiable cause, a request for an extension of time beyond the 90 days may be allowed. These requests must be submitted by the Hub or Program Center Director to the Director of the Office of Multifamily Development (Headquarters) or his/her designee. The authorization request must provide the additional time requested, the Hub or Program Center's recommendation, and the reasons the extension is needed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Azumbrado', written over the word 'Sincerely,'.

Tom Azumbrado
Regional Director
Multifamily West Region

From: Kevin Kozminski <Kevin.Kozminski@berkadia.com>

Date: June 12, 2018 at 6:26:06 PM CDT

To: Brad Biddle <Brad.Biddle@berkadia.com>, 'Mark Lambert' <MarkLambert@crowngroup.com>

Cc: Janine Garrison <Janine.Garrison@berkadia.com>

Subject: Re: June 19th Council Meeting

To Whom It May Concern:

Please accept this email as an official update on the Park Place Apartments HUD application. HUD has not issued any additional correspondence since the invitation letter dated April 24th, 2018. However, this is common practice in the HUD 221d4 program. The borrower and Berkadia continue to work diligently on the HUD firm application. We do not foresee any issues at this time that would prevent us from submitting the firm application back to HUD. We are currently in the process of the architectural and cost review. Please let me know if any further information is required. I am happy to discuss at your convenience.

Sincerely,

Kevin Kozminski

Sent from my iPhone

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this 27 day of march, 2015, between THE CROWN GROUP, INC., an Illinois corporation ("Purchaser"), and the CITY OF RICHLAND, a Washington municipal corporation ("Seller").

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, all of the following described property (collectively, the "Property"):
 - 1.1. The Property. The land involved in this transaction is located in the City of Richland, Benton County, Washington, and is legally described as follows:

(See Exhibit A)
 - 1.2. Scrivener's Errors. In the event of an error in the legal description, the parties agree that either party or a scrivener may correct the error.
 - 1.3. Laws. It is understood that the sale and conveyance to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations.
 - 1.4. Timing of Conveyance. The Property described in Section 1.1 shall be conveyed to Purchaser by a Statutory Warranty Deed ("Deed") subject to the permitted exceptions. The Deed shall be delivered to Purchaser at closing.
2. Purchase Price. Purchaser shall pay to Seller as the Purchase Price for the Property the sum of eight hundred one thousand nine hundred thirty-nine and 60/100 dollars (\$801,939.60) for approximately two and sixty-three hundredths (2.63) acres, to be re-adjusted based on \$7.00 per square foot of the property legally described on Exhibit A as determined by survey, less three hundred thousand and 00/100 dollars (\$300,000.00), (of which \$75,000 represents Seller's share of improvements to the Urban Greenbelt Trail adjacent to the Property), (the net amount thereof being the "Purchase Price"). Seller shall pay for all survey costs, preparation of all land transfer documents, and completion of all legal transaction documents. The actual purchase price will be based off of the final acreage mutually agreed upon by Seller and Purchaser and described in Exhibit A. The balance of the Purchase Price after application of the Earnest Money Deposit (as hereinafter defined), and as adjusted by prorations shall be paid at the Closing by wire transfer, certified or cashier's check or check from the title and escrow company.
3. Earnest Money Deposit. As consideration for Seller's execution and delivery of this Agreement, Purchaser will deposit with First American Title Insurance Company DBA "Tri-City Title & Escrow" ("Title Company") a cashier's check or wire transfer

in the amount of forty-five thousand dollars (\$45,000) and a copy of this Agreement within three (3) business days after both parties have signed this Agreement. Hereafter, the term "Earnest Money Deposit" shall be used to refer, when appropriate, to the Earnest Money Check and, when paid, to the principal thereof and any interest thereon. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser's choice. The Earnest Money shall be applied as a credit towards the Purchase Price at Closing. Until the expiration of the initial Contingency Period, Purchaser shall have the power and authority, at its sole discretion, to direct the Title Company to return the Earnest Money to Purchaser, provided such direction is accompanied by a copy of Purchaser's written notice to Seller electing to terminate this Agreement pursuant to one of the applicable provisions of Section 4 below.

4. Contingency Period. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

4.1. Executed Agreement. The "executed Agreement" date is the date that both parties have signed the purchase and sale agreement and the fully signed Agreement is received by the first party signing. If the purchase and sale agreement are signed on different days, the "executed Agreement" date is the later of (i) the most recent date noted and (ii) the date the fully signed Agreement is received by the first party signing. The executed Agreement date shall be inserted in the first sentence of this Agreement by the first party signing immediately upon receipt of the executed Agreement. Both Purchaser and Seller must sign this purchase and sale agreement within fifteen (15) business days of approval from the City Council. If signatures are not received by both parties within fifteen (15) business days, this Agreement is automatically terminated.

4.2. Legal Description. Within thirty (30) days of the executed Agreement date, Seller shall survey the Property and develop a legal description for the Property and other easements that may be needed for the completion of the project (including, without limitation, the ingress/egress/cross access easement referenced in Notes 2 and 3 of the Record of Survey No. 4577 Boundary Line Adjustment [the "BLA"] recorded in Volume 1 of surveys, on page 4577 in the records of the Benton County Auditor as recorded in auditor file number 2015-003863 [the "25' Access and Utility Easement"]). Said legal description and survey shall be provided to the Purchaser for review. The Purchaser shall have ten (10) business days after receipt of survey and title commitment to complete said review and provide comments back to the Purchaser. The legal description of the Property shall be based on the BLA. The accepted legal description shall be attached to this Agreement as Exhibit A (in substitution of Exhibit A attached on the executed Agreement date), and to all other legal documents necessary to lawfully execute this land transfer.

4.3. Title Review. Within five (5) days after the date of the executed Agreement, Purchaser, at its sole cost and expense, shall order from Tri-City Title & Escrow ("Title Company") a title commitment on the Property for the current form of ALTA owners policy, including deletion of the general exceptions ("Extended Coverage") in the amount of the Purchase Price and dated on or after the date of the executed Agreement, and copies of all documents referred to therein, and furnish same to Seller within fifteen (15) days of the executed Agreement date. The title commitment (and title policy issued pursuant thereto) shall insure the Access and Utility Easement for the benefit of Purchaser. If the title commitment discloses matters that are not acceptable to Purchaser, or if the survey shows any encroachments which are not acceptable to Purchaser, then Seller shall have fifteen (15) days from its receipt of notice from Purchaser as to such unpermitted exceptions/encroachments to have said exceptions/encroachments removed, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments and the Closing Date shall be delayed, if necessary, to allow time to have said exceptions waived or insured over. If Seller fails to have unpermitted exceptions waived and encroachments removed, or in the alternative, to obtain a commitment for insurance as specified above as to such exceptions, within the specified time, upon notice to Seller within ten (10) days after the expiration of the fifteen (15) day period, Purchaser may terminate this Agreement, or may elect to take the title as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. If Purchaser does not elect to accept the Property as provided above, THIS AGREEMENT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO PURCHASER.

4.4. Purchaser's Right To Determine. Purchaser shall have ninety (90) calendar days after receipt of the title report described in Section 4.3 above to determine the suitability of the Property for Purchaser's intended use, including but not limited to: (1) zoning, (2) easements, restrictions and covenants of record, (3) floodplain-floodway, (4) financing, (5) soils, (6) environmental, and (7) Governmental Approvals, as further defined in Section 4.8. Seller shall, within ten (10) business days of the date of the executed Agreement, provide to Purchaser copies of all available documentation and reports relating to the Property, including, but not limited to, soils tests, environmental reports and similar reports. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser's may, at its option, terminate this Agreement by giving Seller written notice of termination prior to the end of the initial Contingency Period. Further, if, prior to the conclusion of the initial Contingency Period, Purchaser determines in its sole and absolute discretion that the Property is not suitable for Purchaser's intended use and gives written notice thereof to Seller on or prior to the expiration of the initial Contingency Period in accordance with the notice requirement herein, then this Agreement shall terminate and be

of no further force and effect, and the Earnest Money shall be immediately refunded to Purchaser. In the event Purchaser fails to give such notice, this Agreement shall remain in full force and effect and this condition shall be deemed waived by Purchaser, in which event the Earnest Money shall be non-refundable in accordance with this section, absent a default by Seller, but shall be applicable to the Purchase Price.

If Purchaser determines that additional time will be required to complete its investigations, then Purchaser may extend the initial Contingency Period for three additional ninety (90) day periods (each an "Extension Period") by sending written notice to Seller ("Extension Notice") on or before the expiration of the initial Contingency Period or prior Extension Period as the case may be, and by meeting the conditions contained in Section 4.6 herein. Upon giving the first Extension Notice, \$15,000 of the Earnest Money shall be non-refundable absent a default by Seller (but applicable to the Purchase Price), and the balance of the Earnest Money shall be applicable to the Purchase Price upon Closing. Upon giving the second Extension Notice, an additional \$15,000 of the Earnest Money shall be non-refundable absent a default by Seller (but shall be applicable to the Purchase Price), and the balance of the Earnest Money shall be applicable to the Purchase Price upon Closing. Upon giving the third (last) Extension Notice, the remaining \$15,000 of the Earnest Money shall be non-refundable absent a default by Seller but shall be applicable to the Purchase Price upon Closing. If, during an Extension Period, Purchaser determines in its sole and absolute discretion that the Property is not suitable for Purchaser's intended use and gives written notice thereof to Seller prior to expiration of the applicable Extension Period, this Agreement shall immediately terminate and be without any further force and effect, all or the applicable portion of Earnest Money, as the case may be, shall be returned to Purchaser, and without further obligation of either party to the other.

During the initial Contingency Period, Purchaser will provide to Seller site plans and building elevations provided by a licensed architect for Seller's review. If, upon review, the Seller determines, in Seller's reasonable opinion, that the site plans and building elevations do not meet the Central Business District Zone, Development Standards and Design Standards as provided in Exhibit B, with such changes and variances thereto proposed by Purchaser as Seller may reasonably approve (by approval of the City of Richland Planning Commission and/or Richland City Council), Seller shall give written notice to Purchaser within ten (10) business days of receiving the site plans and building elevations of comments and proposed changes which, if made, will in Seller's reasonable opinion satisfy such Standards, as changed or varied or proposed to be changed or varied. Seller acknowledges that it has approved Purchaser's conceptual site plan attached hereto as Exhibit D and that it will be reasonable in its approval of Purchaser's site plans and elevations that are consistent with such conceptual site plan. Within ten (10) business days after Seller's notice,

Purchaser shall resubmit to Seller and Seller shall respond to resubmittal(s) until the changes are satisfactory such that Seller approves the site plan and building elevations. Notwithstanding anything herein to the contrary, the initial Contingency Period shall be extended date-for-day until Seller approves Purchaser's site plan and elevations, but such extension shall not exceed thirty (30) days. If Seller fails to give such written notice to Purchaser within ten (10) business days of receiving the site plans and building elevations or any resubmittal thereof, such plans and elevations shall be deemed to have been approved by Seller without qualification or exception. If Seller does not approve Purchaser's site plan and elevations by the end of such period, either party may terminate this Agreement upon written notice to the other, in which event this Agreement shall immediately terminate and be without any further force and effect, the Earnest Money shall be returned to Purchaser, and without further obligation of either party to the other. During the initial Contingency Period, Purchaser shall also submit a design study for a public market for the Property that may substitute for retail uses as Purchaser shall determine. Should a public market not be economically feasible or practical for the site as Purchaser shall determine, Purchaser shall also submit a retail/office design analysis for the Property.

- 4.5. Council Approval. City Council approval is a condition precedent to Seller's obligations under this Agreement, and this Agreement shall be of no binding effect without prior approval of Richland City Council. Upon presenting this Agreement to Purchaser for execution, Seller represents to Purchaser that this Agreement has been approved by the City Council of the City of Richland prior to the executed Agreement date and Seller is fully authorized to perform the obligations of Seller set forth herein without any further approval of the Richland City Council.
- 4.6 Extension Period Conditions. It shall be a condition to Purchaser's right to exercise the first Extension Period that Purchaser, concurrent with giving the first Extension Notice, certify to Seller that Purchaser has incurred expenditures for not less than approximately in the total amount shown on Exhibit C under "1st 3 Months" without regard to individual line items. It shall be a condition to Purchaser's right to exercise the second Extension Period that Purchaser, concurrent with giving the second Extension Notice, certify to Seller that Purchaser has incurred expenditures during the first Extension Period (or earlier) for not less than approximately in the total amount shown on Exhibit C under "2nd 3 Months" without regard to individual line items. It shall be a condition to Purchaser's right to exercise the third Extension Period that Purchaser, concurrent with giving the third Extension Notice, certify to Seller that Purchaser has incurred expenditures during the second Extension Period (or earlier) for not less than approximately in the total amount shown on Exhibit C under "3rd 3 Months" without regard to individual line items. During the third Extension Period (or earlier), Purchaser shall incur expenditures for not less than approximately in the

total amount shown on Exhibit C under "4th 3 Months" without regard to individual line items. For purposes hereof, amounts certified as spent by Purchaser during any of such 3 Month periods that exceed the total amount shown on Exhibit C to be spent during such period, shall be credited to the following period or periods.

- 4.7** Design Approval. During the Contingency Period (including any Extension Periods), and provided that Purchaser has satisfied each condition and exercised the applicable Extension Period, as provided in Section 4 above, Purchaser shall prepare and submit preliminary plans and preliminary engineering for the Property for development of a retail project which meets the Central Business Design Standards, with such changes or variances thereto as Seller may reasonably approve, and with not less than 10,000 square feet of gross floor area and an office building with not less than 18,000 square feet of gross floor area, and with parking satisfying legal requirements, within the time frames for the expenditures for such activities as set forth on Exhibit C. Purchaser may plan to construct its development in phases so that final approvals are obtained as each phase is proceeding. The preliminary plans, preliminary engineering and design plans shall be subject to the reasonable approval of Seller during the initial Contingency Period and any subsequent Extension Periods.
- 4.8** Governmental Approvals. During the Contingency Period (including the Extension Periods), Purchaser may attempt to secure governmental approvals which will permit development of the Property in accordance with Purchaser's intended use. Seller, upon request, shall execute applications, petitions and such other instruments as Purchaser may request which will permit development of the Property, the cost of all of which shall be borne by Purchaser, except as otherwise provided for herein. No governmental approvals shall be binding on the Property prior to Closing.
- 5.** Closing. On or before the date of Closing, Purchaser shall deliver to the escrow company, First American Title Insurance Company, all Purchaser closing costs, including the Purchase Price for the Property. Seller shall deliver the signed and notarized Deed, as approved in advance by Purchaser, to the Title Company for placing in escrow. Title Company shall be instructed that when it is in a position to issue a standard ALTA owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Property (and any easements for Purchaser's benefit, including the 25' Access and Utility Easement) in Purchaser, with Extended Coverage and any other endorsements requested by Purchaser, Title Company shall record and deliver to Purchaser the Deed; and issue and deliver to Purchaser the standard ALTA owner's policy of title insurance with Extended Coverage and other endorsements requested by Purchaser.
- 5.1.** Closing Costs. Each party shall pay its own attorney's fees. Seller shall pay all transfer taxes and one half of all recording costs and escrow closing costs, if applicable, and the cost of the ALTA survey. Purchaser shall pay

one half of all recording costs and escrow closing costs and for the full premium for a standard ALTA owner's policy of title insurance with Extended Coverage and the cost of any other title insurance endorsements.

- 5.2. Closing Date.** The closing of the transaction and delivery of all items shall occur at Tri-City Title & Escrow, and shall occur on a date specified by Seller and communicated in writing to Purchaser. Closing shall occur no later than sixty (60) days after the Purchaser waives the conditions in Section 4 (the "Closing"). If Closing has not occurred by this date due to no fault of Seller, then upon ten (10) days written notice to Purchaser (unless Closing occurs prior to the expiration of such 10-day period), this Agreement will automatically be terminated.
- 5.3. Possession.** Seller agrees to deliver possession of the Property at Closing in substantially the same condition as it was on the executed Agreement date.
- 6. Title.** Upon closing of escrow as set forth in Section 5, title to the Property shall be conveyed by Seller to Purchaser by a duly-executed Statutory Warranty Deed, subject only to matters to which Purchaser has agreed to take subject or not objected to.
- 7. Parking Lease.** Seller has advised Purchaser that a portion of the Property is subject to a certain Lease Agreement, dated April 8, 2004, between the Seller, as lessor, and Charles Joseph Frenzel, as lessee, as amended by a certain Lease Amendment dated June 10, 2005 (together, the "Parking Lease"). Seller represents and warrants that a true and correct copy of the Parking Lease is attached hereto as Exhibit E, and there are no other amendments, agreements or understandings with respect to the land that is subject to the Parking Lease except as set forth in the Parking Lease. Upon Closing, Seller shall assign the Lease to Buyer. Prior to the expiration of the first 90 days of the Contingency Period, Seller shall cause the Parking Lease to be amended to allow Purchaser to relocate the current location of all or some of the parking spaces located on the Property. Further, prior to the expiration of the Contingency Period, Seller shall provide an estoppel certificate from the lessee under the Parking Lease in form and substance satisfactory to Purchaser and Purchaser's lender. The obligations of the Seller and Purchaser under the Parking Lease shall survive Closing.
- 8. Prohibited Transactions.** From and after the date hereof, Seller shall not, and shall not permit any third party under the control of Seller to, without express written consent of Purchaser: (i) enter into any lease, amendment to lease, agreement or grant any rights (including licenses and easements) respecting the Property or any portion thereof; (ii) intentionally create or suffer any right, claim, lien or encumbrance of any kind or nature whatsoever on the Property or any portion thereof; (iii) sell, transfer, convey or encumber or cause to be sold, transferred, conveyed or encumbered, the Property or any part thereof, or alter or amend the zoning classification of the Property (except as requested by Purchaser), or

otherwise perform or permit any act or deed which shall diminish, encumber or affect Purchaser's rights in and to the Property or prevent Seller from performing fully their obligations hereunder; or (iv) add or remove soil from the Property or otherwise dump or abandon any property, materials or chemicals thereon. Seller, at its sole cost and expense, at all times prior to Closing, (a) shall maintain the Property in the same condition as it is as of the executed Agreement date, free from waste and neglect and shall perform or cause to be performed all obligations as the owner of the Property under applicable federal, state, county and municipal laws, ordinances, regulations, orders and directives, and (b) shall keep the Property adequately insured and maintain commercial liability insurance in commercially reasonable amounts against all claims for bodily injury, deaths or property damage occurring on or around the Property.

9. Right to Relocate Access and Utility Easement. Upon Closing, Purchaser shall have the right to relocate the 25' Access and Utility Easement located on the Property, or any portion of such 25' Access and Utility Easement, subject to the rights and/or approvals of any existing public utilities with rights in the easement and subject to Purchaser at all times providing access to the parking spaces on the Property during the term of the Parking Lease. The provisions of this Section 9 shall survive Closing.

10. Covenants, Representations and Warranties.

10.1. Seller's Covenants. Seller hereby covenants and agrees that:

Seller shall be responsible for the termination of any leases or options, first rights of refusal and the removal of tenants or other occupants prior to Closing and all such tenant's or other occupants' personal property in accordance with Section 4 above, except with respect to the Parking Lease.

10.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof, throughout the Agreement period, and on the date of Closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue.

10.2.1. Seller has full power and authority to enter into and carry out the terms and provisions of this Purchase Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken.

10.2.2. Seller has no knowledge or information, and has not received any written notice from any governmental authorities or regulatory

agencies, that eminent domain proceedings for the condemnation of the Property are pending or threatened.

- 10.2.3.** Seller has no knowledge or information, and has not received any written notice of pending or threatened investigation, litigation or other proceeding, before a local governmental body or regulatory agency which would materially and adversely affect the Property.
- 10.2.4.** Seller has no knowledge or information, and has not received any written notice from any governmental authority or regulatory agency, that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.
- 10.2.5.** No special or general assessments have been levied against the Property except those disclosed in the preliminary title report, and Seller has no knowledge or information, and has not received written notice, that any such assessments are threatened.
- 10.2.6.** Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.
- 10.2.7.** Seller is a Washington municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.
- 10.2.8.** Neither the Property nor, to the best of Seller's knowledge any real estate adjacent to the Property, is in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Material ("Environmental Laws"). Neither Seller, nor to the best of Seller's knowledge any third party, has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Material on, under or about the Property or real estate adjacent to the Property or transported any Hazardous Material over the Property. Neither Seller, nor to the best of Seller's knowledge any third party has installed, used or removed any storage tank on, from or in connection with the Property except in full compliance with all Environmental Laws, and to the best of Seller's knowledge there are no storage tanks or wells (whether existing or abandoned) located on, under or about the Property and to the best of Seller's knowledge no storage tank has been installed on, used on or removed from or used in connection with the Property in violation of any Environmental Laws. To the best of Seller's knowledge, the Property does not consist of any building materials that contain Hazardous Material. For the purposes hereof,

"Hazardous Material" shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state, local or administrative agency ordinance or law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., or any regulation, order, rule or requirement adopted thereunder, as well as any formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and "source," "special nuclear" and "by product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 3011 et seq.

10.3. Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the date hereof and on the date of Closing:

10.3.1. Purchaser has full power and authority to enter into and carry out the terms and provisions of this Purchase Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken. In the event the purchaser states that it is a corporation or a limited liability company, and this statement is false, the person or person signing on behalf of the company shall be personally liable under this Agreement. This Agreement is contingent upon Purchaser obtaining financing sufficient to close within the sixty (60) days allowed in Section 5 of this Purchase and Sale Agreement.

10.3.2. Purchaser further represents that, as of the executed Agreement date, subject to the terms of this Agreement and obtaining all desired approvals, authorization and permits, it intends to develop the Property as a mixed use development with a combination of office space retail and/or residential with required site design throughout per the Central Business District Zone and Design Standards, with such changes and variances as Seller shall reasonably approve.

10.4. Survival of Covenants. The covenants, representations, and warranties contained in Section 10 of this Agreement shall survive the delivery and recording of the Deed from the Seller to the Purchaser.

11. Casualty and Condemnation.

- 11.1. Material Casualty or Condemnation.** If, prior to the closing date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000.00) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, Purchaser may, at its option, terminate this Agreement by providing written notice to Seller within ten (10) days' notice of such event. Notwithstanding anything herein to the contrary, upon such a termination, the Earnest Money shall be returned to Purchaser. If, prior to the closing date, Purchaser does not provide said termination notice within such ten day period, the closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds, plus any deductible, or condemnation awards actually collected by Seller. At closing, Seller shall assign to Purchaser Seller's full interest in any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.
- 11.2. Immaterial Casualty or Condemnation.** If, prior to the closing date, the Property shall sustain damage caused by casualty which is not described in Section 11.1., or a taking or condemnation has occurred, or is imminently threatened, which is not described in Section 11.1., Purchaser shall not have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to the cost to repair that portion of the Property so damaged by insured casualty, or an amount equal to the anticipated condemnation award, as applicable. At closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.
- 12. Purchasers' Remedies.** In the event of material breach of this Agreement by Seller, Purchaser shall have, as their sole remedies: (a) the right to pursue specific performance of this Agreement, (b) the right to terminate this Agreement and (c) all remedies presently or hereafter available at law or in equity. Purchaser hereby waives all other remedies on account of a breach hereof by Seller.
- 13. Miscellaneous.**
- 13.1. Finder's Fee.** Purchaser and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this section shall survive the Closing.

- 13.2. Time of the Essence.** Time is of the essence of every provision of this Agreement.
- 13.3. Default.** If Purchaser fails to perform in accordance with this Agreement ("Purchaser's Default"), then upon written notice to Purchaser, the Earnest Money shall be forfeited by Purchaser as liquidated damages as Seller's sole and exclusive remedy and in lieu of any other right or remedy which may be available at law or in equity, and this Agreement shall thereupon terminate. If Seller fails to perform in accordance with this Agreement, then the Earnest Money shall be refunded to Purchaser and Purchaser may pursue legal remedies as provided in Section 12 herein. In addition, the prevailing Party in any suit to enforce this Agreement shall be entitled to collect from the other party the prevailing Party's reasonable attorney fees and costs incurred in enforcing the terms and provisions of this Agreement, including forfeiture or specific performance or any other remedy, or in defending any proceeding to which Purchaser or Seller is made a party as a result of any act or omission of the other Party.
- 13.4. Notices.** Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or express United States mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

TO SELLER: City of Richland Attn: Economic Development P.O. Box 190, MS-18 Richland, WA 99352 Phone: (509) 942-7725 FAX: (509) 942-7379	TO PURCHASER: The Crown Group, Inc. 1564 W. Algonquin Road Hoffman Estates, IL 60192 Attn: Mark Lambert Phone: (847) 934-2525 FAX: (348)358-4591 MarkLambert@crowngroup.com With a copy to: The Crown Group, Inc. 1564 W. Algonquin Road Hoffman Estates, IL 60192 Attn: Steven Isaacson, General Counsel Phone: 847-934-2525 x112 FAX: (847) 358-4591 SteveIsaacson@crowngroup.com
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Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or three (3) business days after having been mailed as provided above, as the case may be.

- 13.5. Assignments and Successors.** Purchaser may not assign this Agreement without Seller's consent prior to the expiration of the Contingency Period except to an entity owned or controlled by Purchaser or Mark Lambert. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder. Notwithstanding, this Agreement shall inure to the benefit of and shall be binding upon Purchaser and Seller, their respective heirs, executors, administrators, successors, assigns, grantees and legal representatives. From and after the expiration of the Contingency Period, Purchaser may assign all of its rights and obligations under this Agreement, in whole or in part, or transfer its interest in the Property to any person(s) or entity, which person(s) or entity shall thereupon have all rights and obligations of Purchaser under this Agreement. From and after the date of any assignment, Purchaser shall have no further obligations under or pursuant to this Agreement.
- 13.6. Captions.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

- 13.7. Exhibits.** All exhibits attached hereto shall be incorporated by reference as if set out in full herein.
- 13.8. Binding Effect.** Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between Purchaser and Seller only upon its execution and delivery by an authorized representative of each such party.
- 13.9. Construction.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction providing that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto.
- 13.10. Marketing Signs.** Purchaser shall have the right to place and maintain a marketing sign or signs on the Property commencing with the executed Agreement date, subject to Purchaser obtaining any necessary governmental approvals. Any said marketing signs installed shall be at Purchaser's sole expense. If Purchaser elects to terminate this Agreement, Purchaser shall promptly remove any marketing signs installed on the Property.
- 13.11. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of such counterparts shall constitute one such Agreement.
- 13.12. Cooperation and Further Assurances.** Each party shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold responses to requests for information, approvals, or consents provided for in this Agreement. The parties agree to take further action and execute further documents, both jointly or within their respective powers and authority, as may be reasonably necessary to implement the intent of this Agreement.
- 13.13. Merger.** The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the Closing.
- 13.14. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

13.15. Purchaser's 1031 Exchange. Purchaser hereunder may desire to exchange other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended and the Regulations promulgated thereunder, fee title in the Property which is the subject of this Agreement. Purchaser expressly reserves the right to assign its rights, but not its obligations, hereunder to a Qualifying Intermediary as provided in IRS Reg. 1.1031(k)-1(g)(4) on or before the Closing date. Seller shall cooperate in effectuating such a transaction provided, however, that said transaction not subject Seller to additional costs or legal liability and does not extend any time periods set forth herein.

13.16. Seller's Deliveries. Within ten (10) business days of the executed Agreement date, Seller will deliver to Purchaser copies of any documents, instruments, reports, studies, drawings or Agreements which Seller has in its possession, if any, including the following (collectively herein called "Seller's Deliveries"):

13.16.1. existing environmental assessment reports and soil reports;

13.16.2. leases and all amendments and assignments thereto;

13.16.3. reports and letters from engineers and others relating to the physical condition of the Property, aerial photos and site plans;

13.16.4. the most recent tax bill pertaining to the Property;

13.16.5. existing survey and title work, including legible copies of all title documents;

13.16.6. agreements pertaining to the Property; and

13.16.7. existing appraisals.

13.17. Option to Repurchase. This Property is being sold to Purchaser in anticipation of a commercial building(s) with approximately 28,000 square feet of gross building area. If Purchaser fails to submit an application to Seller for approval of building plans for at least one building within three (3) months of Closing, the Seller reserves the right to repurchase title to this Property. If Purchaser does not initiate construction within six (6) months of Closing on at least one building on the Property, Seller reserves the right to repurchase title to this Property. As used herein, "initiate construction" shall mean commencement of installation of underground utilities. The Seller shall repurchase this Property by giving Purchaser not less than 30 days' notice after such three (3) month or six (6) month periods, as may be applicable, and refunding the original Purchase Price of eight hundred one thousand nine hundred thirty-nine and 60/100 dollars (\$801,939.60) for approximately two and sixty-three hundredths (2.63) acres, to be re-adjusted based on \$7.00 per square foot of the property legally described

on Exhibit A as determined by survey, less three hundred thousand and 00/100 dollars (\$300,000.00), (of which \$75,000 represents Seller's share of improvements to the Urban Greenbelt Trail adjacent to the Property), (the net amount thereof being the "Purchase Price"), without interest. The Seller will pay for all closing costs related to the repurchase of the property. Other than closing costs, the Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey title to the Seller within sixty (60) days of receipt of notification of Seller's decision to seek re-conveyance of Property. This repurchase right is exclusive to the Seller and shall be exercised at the sole discretion of the Seller. This repurchase right survives twelve (12) months after Closing or until such time as building commences, whichever is earlier. The Seller shall be under no obligation to exercise this reversionary right.

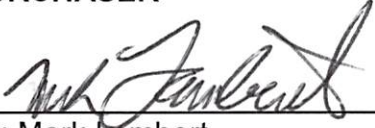
14. Entire Agreement. This Agreement, including any rider or amendment(s) and the exhibits attached hereto, set forth all the covenants, promises, agreements, conditions and understandings between Purchaser and Seller concerning the Property, and there are no covenants, promises, agreements, conditions of understandings, either oral or written, between the Parties other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by both Purchaser and Seller.
15. Non-Waiver. Failure of Seller or Purchaser to insist upon strict performance of the terms, covenants, agreements, and conditions herein contained, or any of them, shall not be nor be construed as a waiver or relinquishment of Seller's or Purchaser's right to thereafter enforce any such term, covenant, agreement or condition, and the same shall continue in full force and effect.
16. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Purchaser under this Agreement. Purchaser is encouraged to review the completed Agreement with counsel before signing this Agreement.
17. Time Computation. In computing any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or such legal holiday.

IN WITNESS WHEREOF, the Purchaser has executed this Agreement on the date shown next to its signature, and Seller has accepted on the date shown next to its signature.

CITY OF RICHLAND - SELLER


By: Cynthia D. Johnson
Its: City Manager
Date 3-27-15

**THE CROWN GROUP, INC. -
PURCHASER**


By: Mark Lambert
Its: President
Date 3-25-15

APPROVED AS TO FORM:


By: Heather Kintzley
Its: City Attorney
Date 3-27-15

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EXHIBIT A
LEGAL DESCRIPTION

Lot 3 of Short Plat #2586

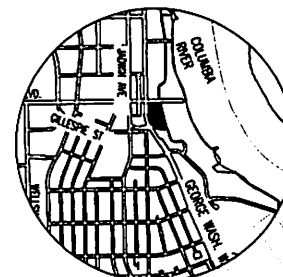
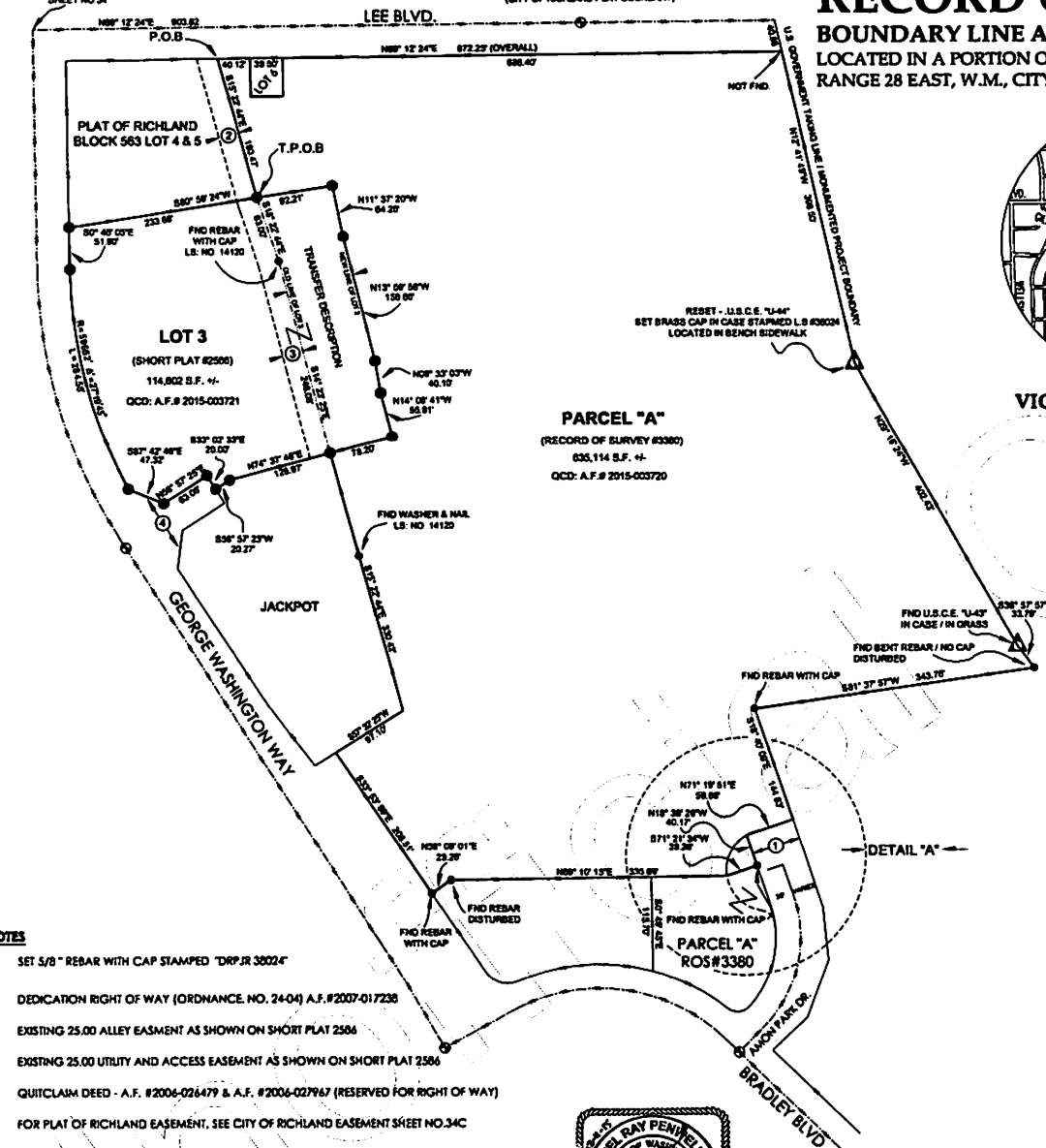
RECORD OF SURVEY NO. 4577

BOUNDARY LINE ADJUSTMENT

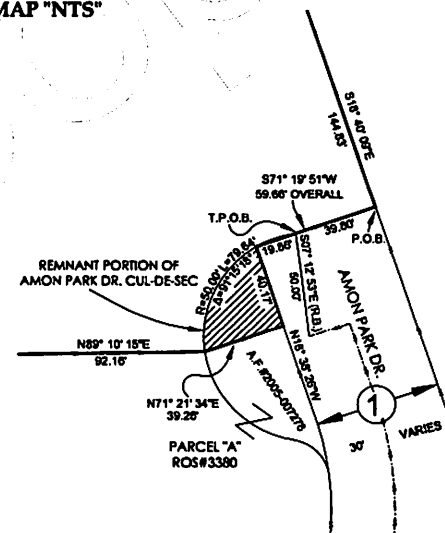
LOCATED IN A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 9 NORTH,
RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON STATE

SEE PLAT OF RICHLAND FOR
INTERSECTION DETAIL
SHEET NO. 34

FIND 5/8" REBAR IN CASE
(CITY OF RICHLAND PLAT BOUNDARY)



VICINITY MAP "NTS"



NOTES

- SET 5/8" REBAR WITH CAP STAMPED "DRP JR 38024"
- ① DEDICATION RIGHT OF WAY (ORDNANCE NO. 24-04) A.F.#2007-017238
- ② EXISTING 25.00 ALLEY EASEMENT AS SHOWN ON SHORT PLAT 2586
- ③ EXISTING 25.00 UTILITY AND ACCESS EASEMENT AS SHOWN ON SHORT PLAT 2586
- ④ QUITCLAIM DEED - A.F.# 2006-026479 & A.F.# 2006-027967 (RESERVED FOR RIGHT OF WAY)
- ⑤ FOR PLAT OF RICHLAND EASEMENT, SEE CITY OF RICHLAND EASEMENT SHEET NO.34C
- ⑥ B.O.B. SHORT PLAT 2586, RECORDS OF BENTON COUNTY WASHINGTON

SURVEYOR'S CERTIFICATE

I, DANIEL RAY PENWELL JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON REG. NO. 38024, BASED ON MY KNOWLEDGE, INFORMATION, AND BELIEF, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS AN ACTUAL FIELD SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 50, LAWS OF 1973, AND THAT ALL BEARINGS, DISTANCES AND CALLS ARE CORRECT AND THAT ALL PARCEL CORNERS ARE STAKED ON THE GROUND AS SHOWN HEREON.



AUDITOR'S CERTIFICATE

FILED FOR RECORDING THIS 11 DAY OF Feb 2015 A.D. AT 34 MINUTES PAST 1 P.M.

AND RECORDED IN VOLUME 1 OF SURVEYS, ON PAGE 4577, AT THE REQUEST OF THE CITY OF RICHLAND

BRENDA CHILTON by *Brenda Chilton*
BENTON COUNTY AUDITOR

2015-003843
FEE NUMBER:

SURVEY NUMBER:



CITY OF RICHLAND

840 NORTHGATE DRIVE
RICHLAND, WA. 99352
OFFICE (509) 942-7512
FAX (509) 627-2994



CLIENT: Economic Development Department

PROJECT: Crehst Museum Site

DRAWN BY: b.jopez

CHECKED BY: DRP JR

SCALE: 1"=100'

DATE: 02-11-15

PAGE 1/2

RECORD OF SURVEY NO. 4577

BOUNDARY LINE ADJUSTMENT

LOCATED IN A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 9 NORTH,
RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON STATE

LOT 3 - EXISTING DESCRIPTION

A portion of the Southeast 1/4 of Section 11, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington, Described as follows:
Lot 3 of Short Plat 2586 as recorded in Volume 1 of Short Plats on Page 2586, Records of Benton County, Washington.
Less: Quitclaim Deed Auditor File No. 2006-026479 (Reserved for the dedication of Right of Way)
Containing 67,872 S.F. +/-

PARCEL "A" - EXISTING DESCRIPTION

A portion of the Southeast 1/4 of Section 11, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington, Described as follows:
Parcel "A" of Record of Survey 3050 as recorded in Volume 1 of Surveys on Page 3050, also described in Quit Claim Deed Auditor File No. 2002-023201 Records of Benton County, Washington, (Formerly Lot 4 of Short Plat 2586 records of said County and State.)
Less: Dedication of Right-of-Way "Ordinance No. 24-02" Auditor File No. 2007-017238
Less: Quitclaim Deed Auditor File #2002-023201 (Portion of Lot 4 of Short Plat 2586 to Lot 1 of Short Plat 2265 "Parcel B")
Containing 660,713 S.F. +/-

TRANSFER DESCRIPTION - PORTION OF PARCEL "A" TO LOT 3

A portion of the Southeast 1/4 of Section 11, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington.
Parcel "A" of Record of Survey 3050 as recorded in Volume 1 of Surveys on Page 3050, also described in Quit Claim Deed Auditor File No. 2002-023201 Records of Benton County, Washington, (Formerly Lot 4 of Short Plat 2586 records of said County and State.) More particularly described as follows:
Beginning at the Northwest corner of said Parcel "A" of said Record of Survey 3050 (Formerly Lot 4 of Short Plat 2586); Thence South 15°22'44" East a distance of 180.47 along the West line of said Parcel "A" to the Northeast corner of Lot 3 of said Short Plat 2586, records of said County and State, said point is the True Point of Beginning. Thence continuing along said West line (common with the East line of said Lot 3) South 18°22'44" East a distance of 83.00 feet; Thence continuing along said West line (common with the East line of said Lot 3) South 14°23'25" East a distance of 246.08 feet to the Southeast corner of said Lot 3; Thence leaving said West line and said Southeast corner along a projection of the South line of said Lot 3 North 74°37'46" East a distance of 78.20 feet; Thence North 14°06'41" West a distance of 55.91 feet; Thence North 09°33'03" West a distance of 40.10 feet; Thence North 13°59'56" West a distance of 158.86 feet; Thence North 11°37'20" West a distance of 64.28 feet to a point that intersects a projection of the North line of said Lot 3; Thence South 80°58'24" West a distance of 92.21 feet along said projection back to the True Point of Beginning.
Containing 26,731 S.F. +/-

TRANSFER DESCRIPTION- REMNANT PORTION OF AMON PARK DR. CUL-DE-SAC TO PARCEL "A"

Intent - The land described is a remaining portion of Amon Park Dr. cul-de-sac. This remnant piece of property will be incorporate into Lot 4/Parcel "A"
A portion of the Southeast 1/4 of Section 11, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington.
A portion of Amon Park Dr. cul-de-sac, as shown on Short Plat 2586 and Record of Survey 3380, And 3050
Beginning at the most Northeast corner of Amon Park Dr. as described in right-of-way dedication Ordinance 24-04 (Auditor File No. 2007-017238); Thence South 71°19'51" West a distance of 39.80 feet along the Northern right-of-way of said Amon Park Dr. to a point on a non-tangent curve and the True Point of Beginning, said curve has a radial bearing of South 07°12'53" East and a radius of 50.00 feet. Thence Southwesterly 79.64 feet along said curve, through a central angle of 91°15'18" to a point on the North line of Parcel "A" of Record of Survey 3380 and described in Quit Claim Deed Auditor File No. 2002-023200, records of said County and State; Thence North 71°21'34" East along the Northern line of said Parcel "A" a distance of 39.26 feet to a point on the Western right-of-way of said Amon Park Dr. (Ordinance 24-04); Thence North 18°38'26" West along said Western right-of-way a distance of 40.17 feet to the most Northwest corner of said Amon Park Dr; Thence North 71°19'51" East a distance of 19.86 feet along said Northern right-of-way back to the True Point of Beginning.
Containing 1,131 S.F. +/-

AUDITOR'S CERTIFICATE

FILED FOR RECORDING THIS 11 DAY OF Feb, 2015 A.D. AT 3:00 MINUTES PAST 1 P.M.

AND RECORDED IN VOLUME 1 OF SURVEYS, ON PAGE 4577, AT THE REQUEST OF THE CITY OF RICHLAND

BRENDA CHILTON *Brenda Chilton* 2015-003863
BENTON COUNTY AUDITOR FEE NUMBER:

SURVEY NUMBER: _____

SURVEYOR'S CERTIFICATE

I, DANIEL RAY PENWELL JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON REG. NO. 38024, BASED ON MY KNOWLEDGE, INFORMATION, AND BELIEF, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS AN ACTUAL FIELD SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 50, LAWS OF 1973, AND THAT ALL BEARINGS, DISTANCES AND CALLS ARE CORRECT AND THAT ALL PARCEL CORNERS ARE STAKED ON THE GROUND AS SHOWN HEREON.



LOT 3 - ADJUSTED DESCRIPTION

A portion of the Southeast 1/4 of Section 11, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington, Described as follows:
Lot 3 of Short Plat 2586 as recorded in Volume 1 of Short Plats on Page 2586, Records of Benton County, Washington.
Less: Quitclaim Deed Auditor File No. 2006-026479 (Reserved for the dedication of Right of Way)

Together with: A portion of Parcel "A" of Record of Survey 3050 as recorded in Volume 1 of Surveys on Page 3050, also described in Quit Claim Deed Auditor File No. 2002-023201 Records of Benton County, Washington, (Formerly Lot 4 of Short Plat 2586 records of said County and State.) More particularly described as follows:
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Containing 114,602 S.F. +/-

QUIT CLAIM DEED: AUDITOR FILE #2015-003761

PARCEL "A" - ADJUSTED DESCRIPTION

A portion of the Southeast 1/4 of Section 11, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington, Described as follows:
Parcel "A" of Record of Survey 3050 as recorded in Volume 1 of Surveys on Page 3050, also described in Quit Claim Deed Auditor File No. 2002-023201 Records of Benton County, Washington, (Formerly Lot 4 of Short Plat 2586 records of said County and State.)
Less: Dedication of Right-of-Way "Ordinance No. 24-02" Auditor File No. 2007-017238
Less: Quitclaim Deed Auditor File #2002-023201 (Portion of Lot 4 of Short Plat 2586 to Lot 1 of Short Plat 2265 "Parcel B")

Less: A portion of Parcel "A" of Record of Survey 3050 as recorded in Volume 1 of Surveys on Page 3050, also described in Quit Claim Deed Auditor File No. 2002-023201 Records of Benton County, Washington, (Formerly Lot 4 of Short Plat 2586 records of said County and State.) More particularly described as follows:

Beginning at the Northwest corner of said Parcel "A" of said Record of Survey 3050 (Formerly Lot 4 of Short Plat 2586); Thence South 15°22'44" East a distance of 180.47 along the West line of said Parcel "A" to the Northeast corner of Lot 3 of said Short Plat 2586, records of said County and State, said point is the True Point of Beginning. Thence continuing along said West line (common with the East line of said Lot 3) South 18°22'44" East a distance of 83.00 feet; Thence continuing along said West line (common with the East line of said Lot 3) South 14°23'25" East a distance of 246.08 feet to the Southeast corner of said Lot 3; Thence leaving said West line and said Southeast corner along a projection of the South line of said Lot 3 North 74°37'46" East a distance of 78.20 feet; Thence North 14°06'41" West a distance of 55.91 feet; Thence North 09°33'03" West a distance of 40.10 feet; Thence North 13°59'56" West a distance of 158.86 feet; Thence North 11°37'20" West a distance of 64.28 feet to a point that intersects a projection of the North line of said Lot 3; Thence South 80°58'24" West a distance of 92.21 feet along said projection back to the True Point of Beginning.

Together With: A portion of the Southeast 1/4 of Section 11, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington.
A portion of Amon Park Dr. cul-de-sac, as shown on Short Plat 2586 and Record of Survey 3380, And 3050

Beginning at the most Northeast corner of Amon Park Dr. as described in right-of-way dedication Ordinance 24-04 (Auditor File No. 2007-017238); Thence South 71°19'51" West a distance of 39.80 feet along the Northern right-of-way of said Amon Park Dr. to a point on a non-tangent curve and the True Point of Beginning, said curve has a radial bearing of South 07°12'53" East and a radius of 50.00 feet. Thence Southwesterly 79.64 feet along said curve, through a central angle of 91°15'18" to a point on the North line of Parcel "A" of Record of Survey 3380 and described in Quit Claim Deed Auditor File No. 2002-023200, records of said County and State; Thence North 71°21'34" East along the Northern line of said Parcel "A" a distance of 39.26 feet to a point on the Western right-of-way of said Amon Park Dr. (Ordinance 24-04); Thence North 18°38'26" West along said Western right-of-way a distance of 40.17 feet to the most Northwest corner of said Amon Park Dr; Thence North 71°19'51" East a distance of 19.86 feet along said Northern right-of-way back to the True Point of Beginning.
Containing 635,114 S.F. +/-

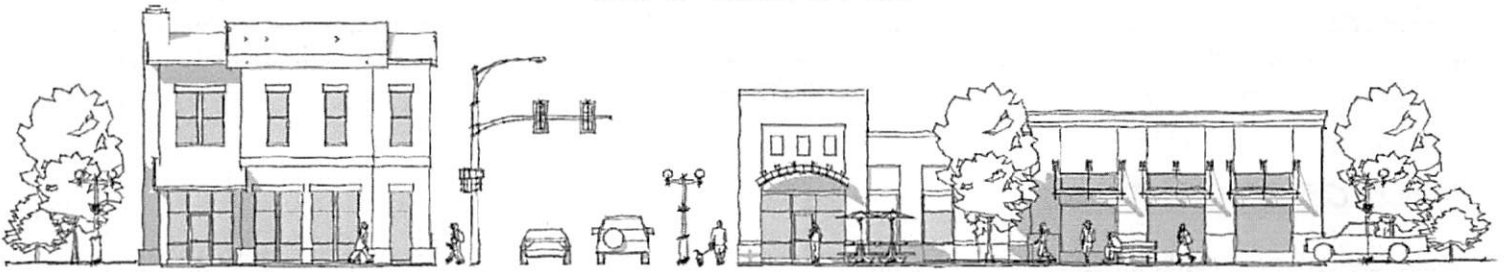
QUIT CLAIM DEED: AUDITOR FILE #2015-003762

 CITY OF RICHLAND 840 NORTHGATE DRIVE RICHLAND, WA. 99352 OFFICE (509) 942-7512 FAX (509) 627-2994	CLIENT: Economic Development Department	
	PROJECT: Crehst Museum Site	
	DRAWN BY: b.jopez	CHECKED BY: DRP JR
	SCALE: 1"=100'	DATE: 02-11-15

EXHIBIT B
CENTRAL BUSINESS DISTRICT ZONE AND DESIGN STANDARDS

CENTRAL BUSINESS DISTRICT DESIGN STANDARDS

CITY OF RICHLAND, WA



INTRODUCTION

The purpose of this design manual is to provide examples of how development is to occur in the Central Business District (CBD) by illustrating the pattern and appearance of the built environment. The illustrations are meant to serve as examples only and are not the literal standards. Design styles and techniques that fulfill the intent of RMC 23.22 but are not illustrated in this manual are encouraged.

TABLE OF CONTENTS

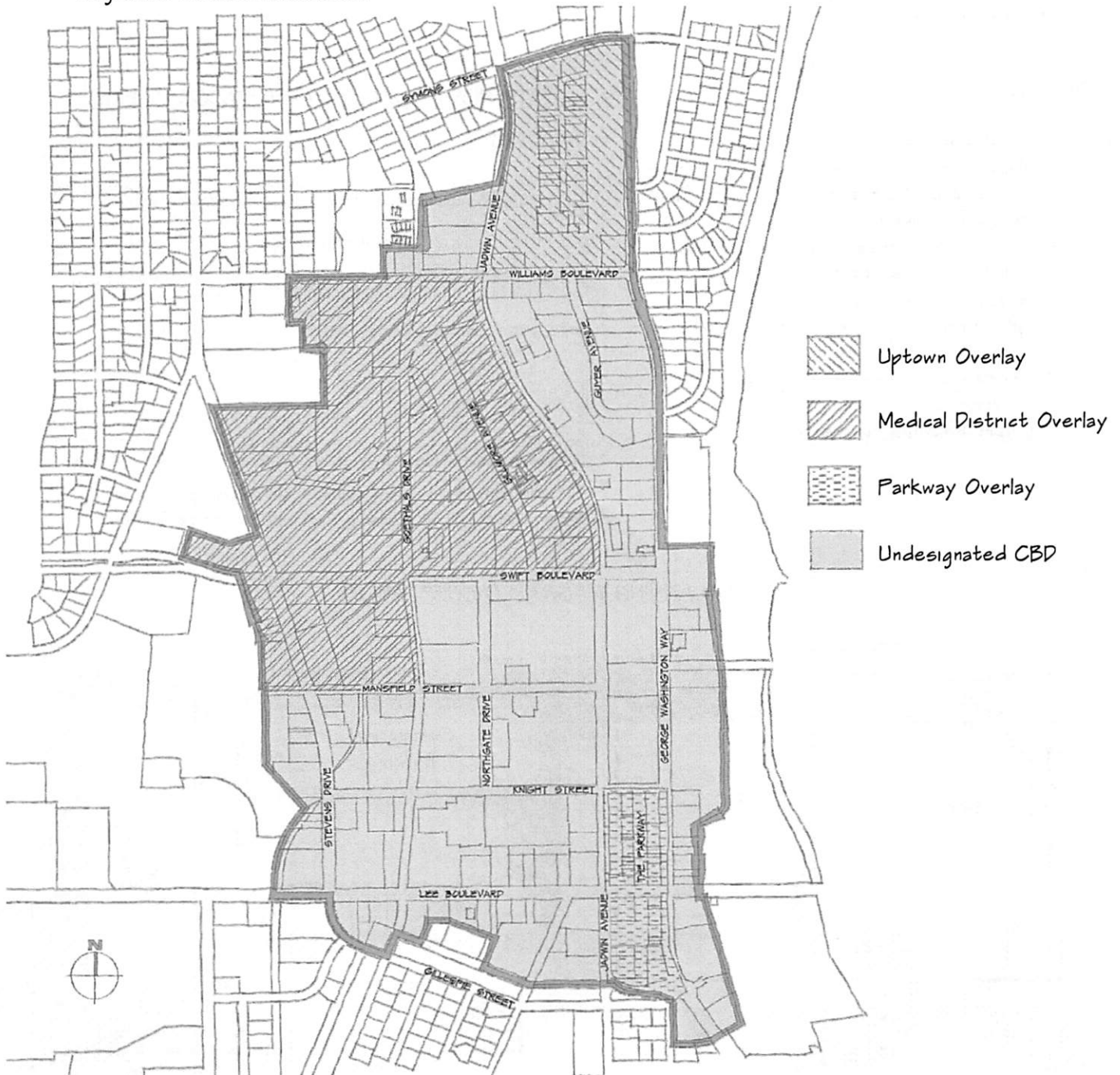
OVERLAY DISTRICTS	1
SITE PLANNING DIAGRAM	2
OFF-STREET PARKING CALCULATIONS	3
SCREENING OPTIONS FOR OFF-STREET PARKING	4
SIDE & REAR YARD SETBACKS AND BUILDING HEIGHT ADJACENT TO RESIDENTIAL DEVELOPMENT	5
ARCHITECTURAL TREATMENT EXAMPLES	6
ILLUSTRATED GLOSSARY	7

The City of Richland's
Central Business District



OVERLAY DISTRICTS

Certain neighborhoods are designated with overlay districts. Each district carries unique building height and setback standards.



DESIGNATION	MAXIMUM BUILDING HEIGHT*	MINIMUM BUILDING SETBACK**	MAXIMUM BUILDING SETBACK
Uptown	50'	0'	20'
Medical District	140'	0'	n/a
Parkway	50'	0'	20'
Undesignated CBD	100'	0'	20'

* See exceptions in RMC 23.38.080-090.

** See limitation in RMC 23.22.040, footnote 6(A) and page 5 of this manual.

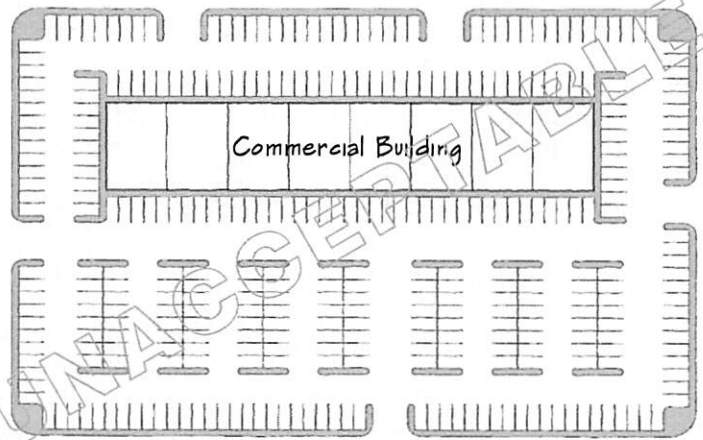
SITE PLANNING DIAGRAMS

The Central Business District is expected to redevelop over time. Careful planning can help ensure that development of individual sites is coordinated with neighboring properties, and is contributing to the revitalization of the city.

Objectives:

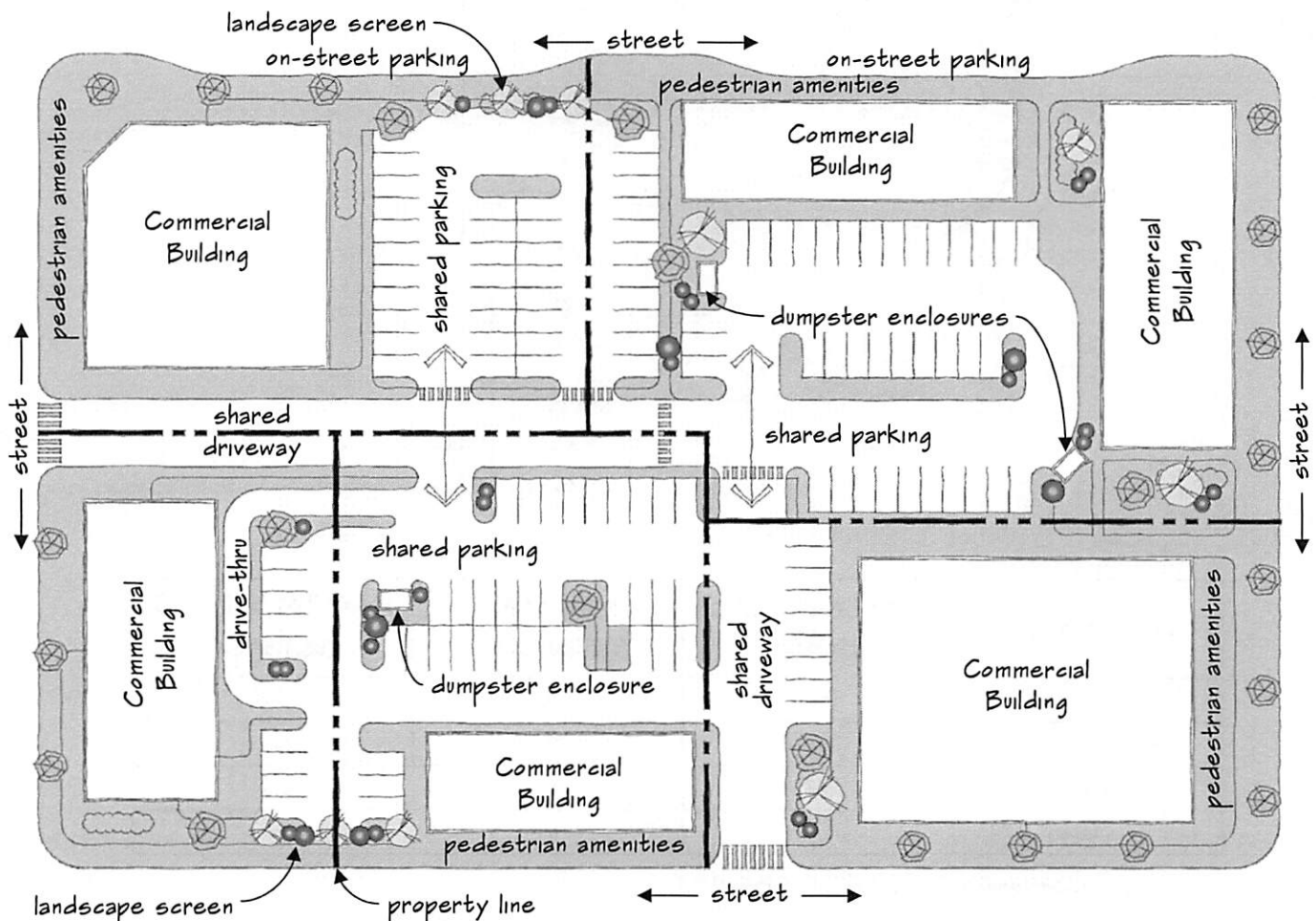
- * Create pedestrian-oriented sites
- * Minimize the need for off-street parking
- * Utilize shared-lot and on-street parking
- * Encourage mixed use
- * Enhance the street edge by locating buildings closer to the street
- * Improve the urban environment by placing parking to side and rear of developments
- * Encourage compact development patterns
- * Orient buildings to the fronting street

SITE PLANNING DIAGRAM (UNACCEPTABLE)



* Suburban style strip commercial development is not appropriate for Richland's Central Business District

SITE PLANNING DIAGRAM (ACCEPTABLE)



OFF-STREET PARKING CALCULATIONS

The City recognizes certain on-street parking and public parking lots as resources that can be used to implement local urban design objectives.

Instructions to calculate off-street parking reductions:

Step 1.  Count existing on-street parking spaces within 600 ft of property boundaries (refer to RMC 23.54.120 for parking space dimensions)

Step 2.  Count existing off-street City owned public parking spaces within 600 ft of property boundaries and within the Central Business District (i.e. southwest corner of Lee Blvd. & Jadwin Ave.)

Step 3. Add steps 1 & 2 together and multiply by 0.25

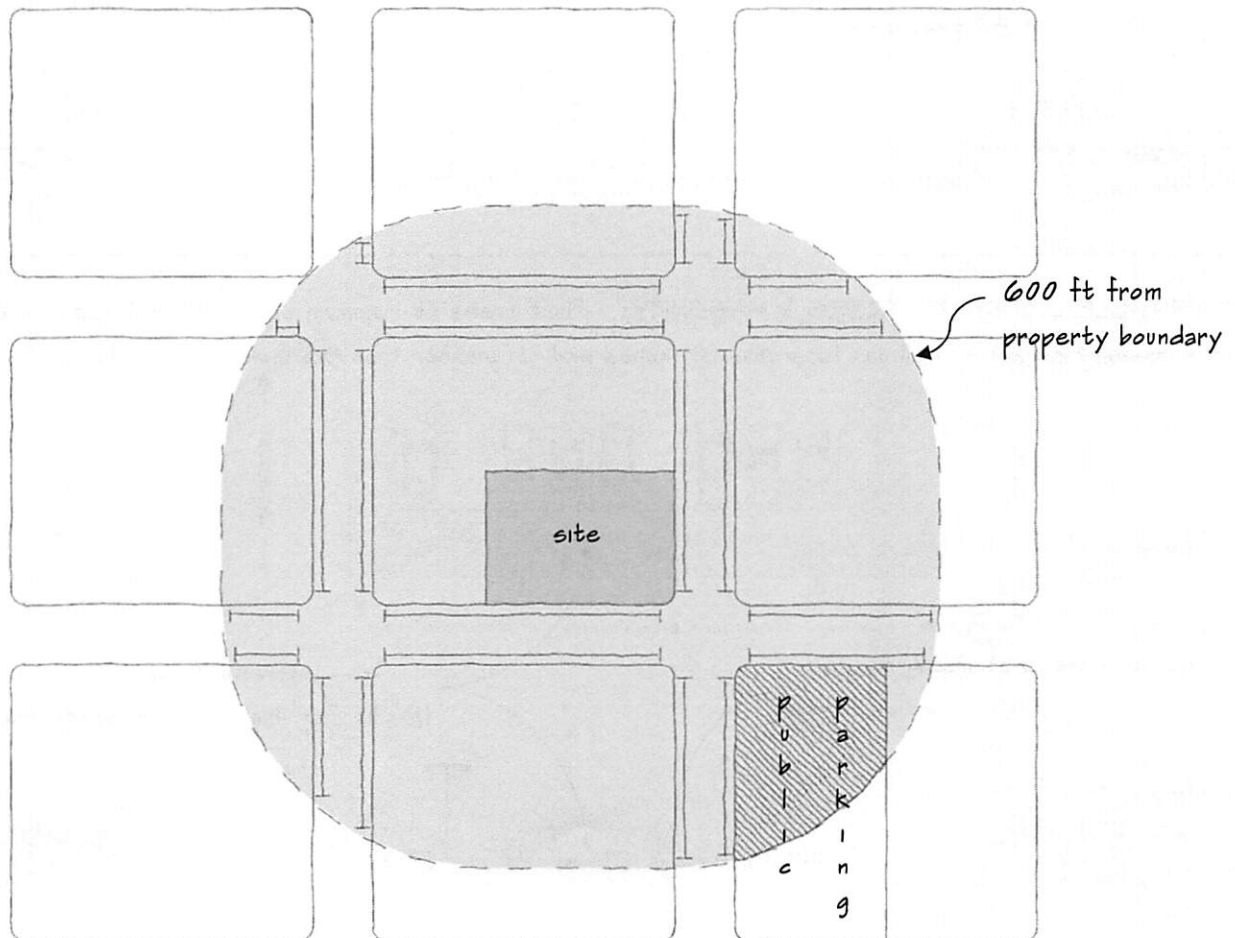
Step 4. Calculate code required off-street parking per RMC 23.54.020

Step 5. Consider additional off-street parking reductions allowed via RMC 23.54.080

Formula: (step 4) - (step 3) - (step 5) = required off-street parking*

* The allowed combined reduction in required off-street parking shall not exceed 50% of the overall off-street parking requirement.

* The maximum number of parking spaces provided on-site shall not exceed 125% of the minimum

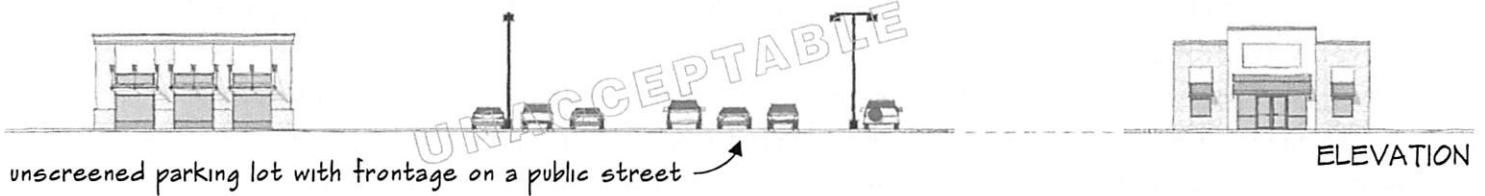


SCREENING OPTIONS FOR OFF-STREET PARKING

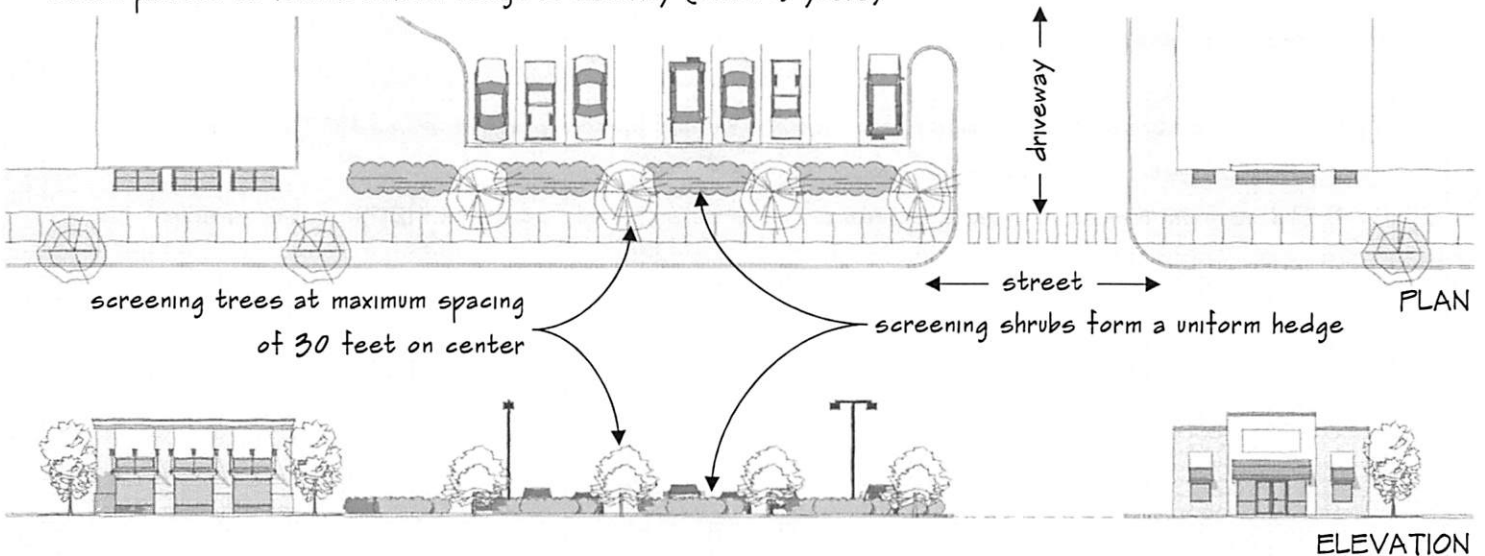
Parking lots should not be a dominant visual element and must be screened from view.

Objectives:

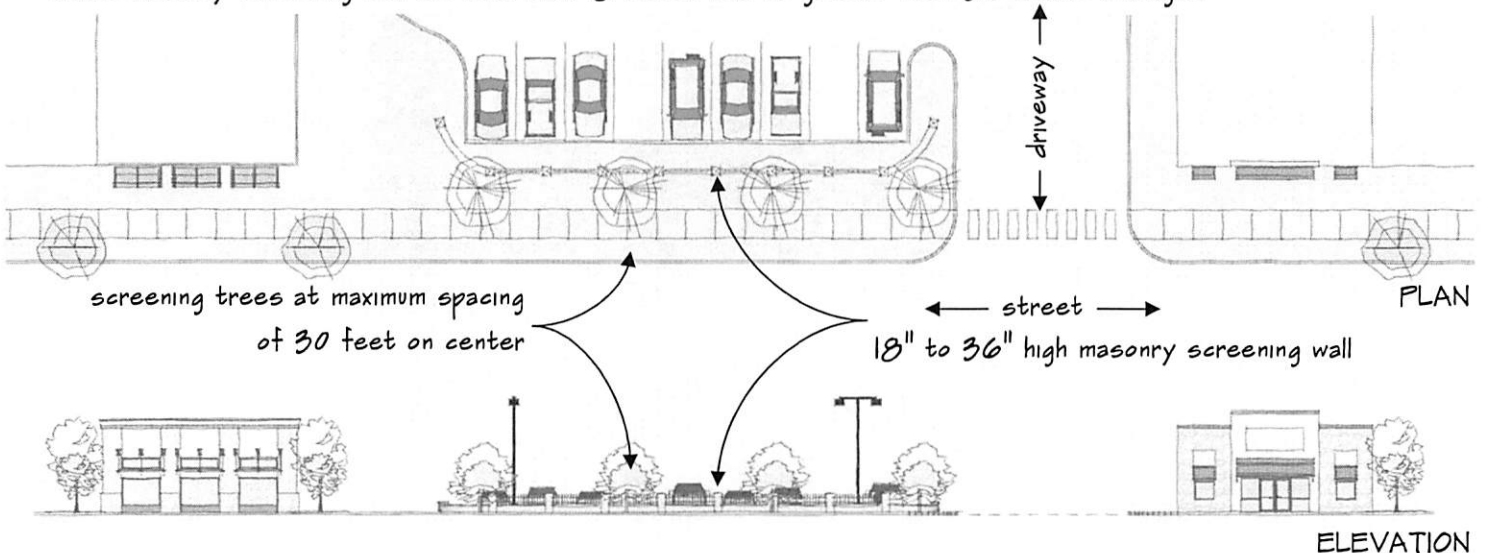
- * Reduce the negative visual impact of parking lots and cars
- * Reinforce circulation routes for pedestrians
- * Create a visual barrier between different types of uses



ACCEPTABLE OPTION 1 - TREES & SHRUBS: Plant trees at maximum spacing of 30 feet on center with shrubs planted to form a uniform hedge at maturity (within 5 years).

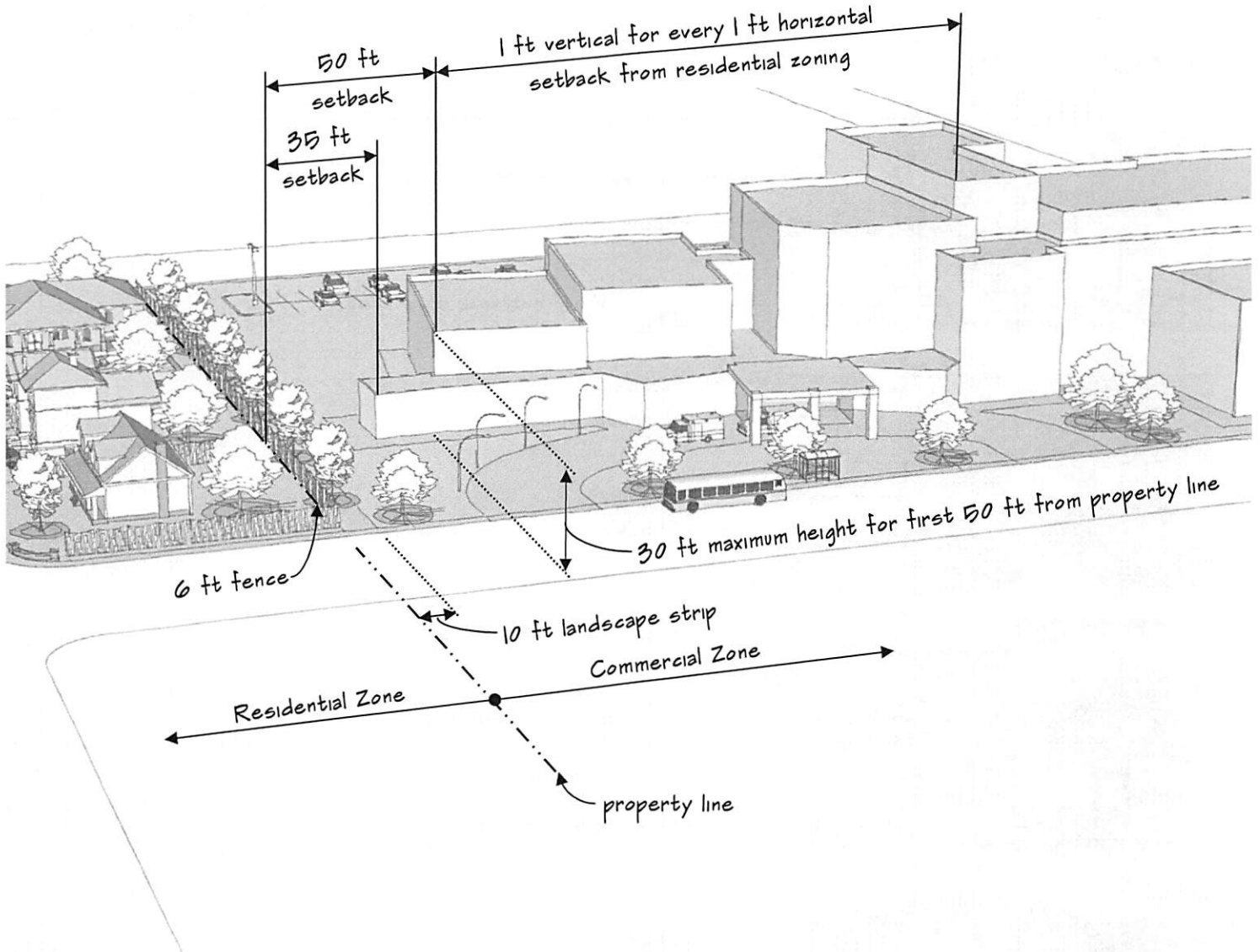


ACCEPTABLE OPTION 2 - TREES & MASONRY: Plant trees at maximum spacing of 30 feet on center with a masonry screening wall not less than 18 inches and no greater than 36 inches in height.



SIDE & REAR YARD SETBACKS AND BUILDING HEIGHT ADJACENT TO SINGLE-FAMILY RESIDENTIAL ZONES

Special setback and building height standards apply in certain cases to minimize the impact of commercial development on existing developed single-family homes.

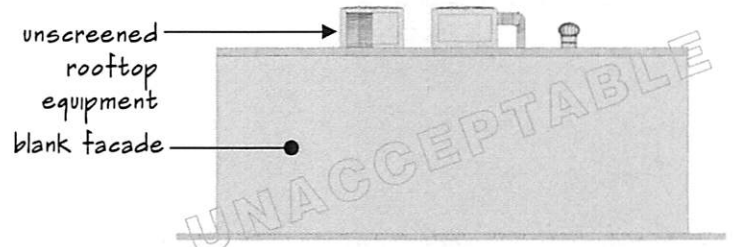


ARCHITECTURAL TREATMENT EXAMPLES

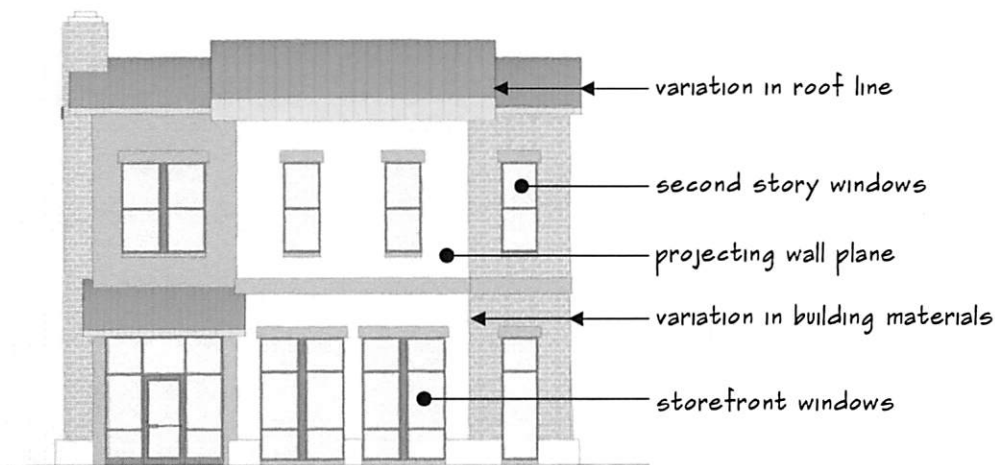
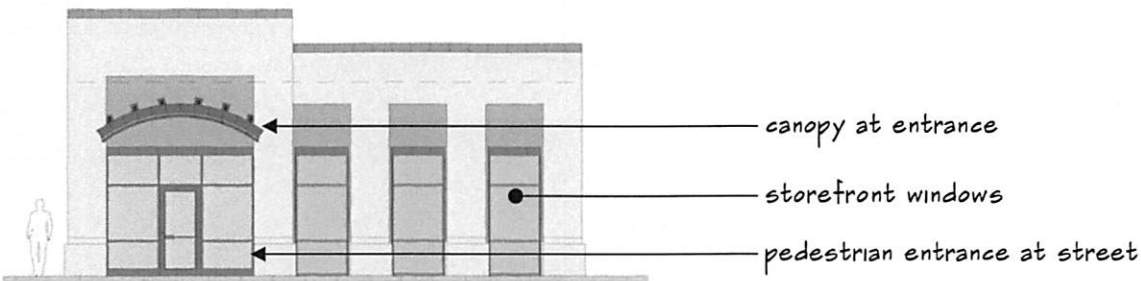
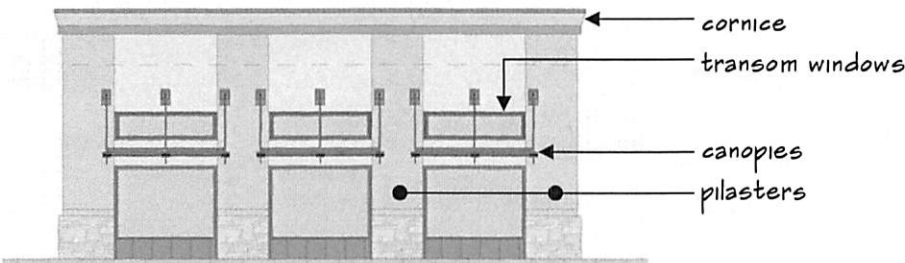
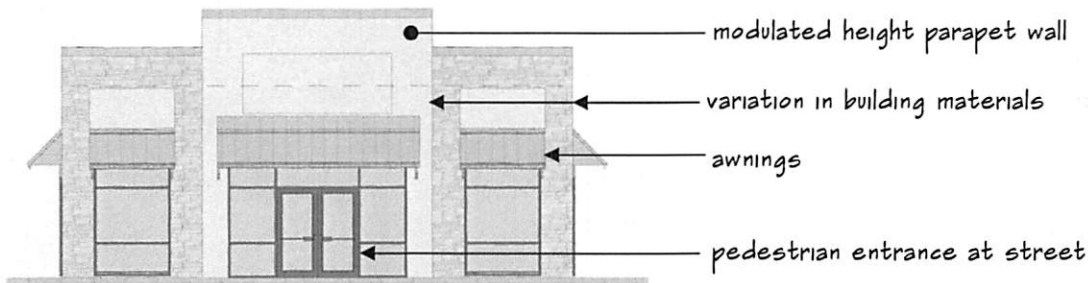
These figures demonstrate various techniques to achieve the necessary design standards. This is not intended to be a style guide or represent an exhaustive list of options. Building designers are encouraged to use their own skills and creativity to implement the standards found in RMC 23.22.020.

Objectives:

- * Improve pedestrian environment
- * Create individual identity of buildings
- * Improve visual character
- * Encourage design flexibility
- * Support mixed-use development

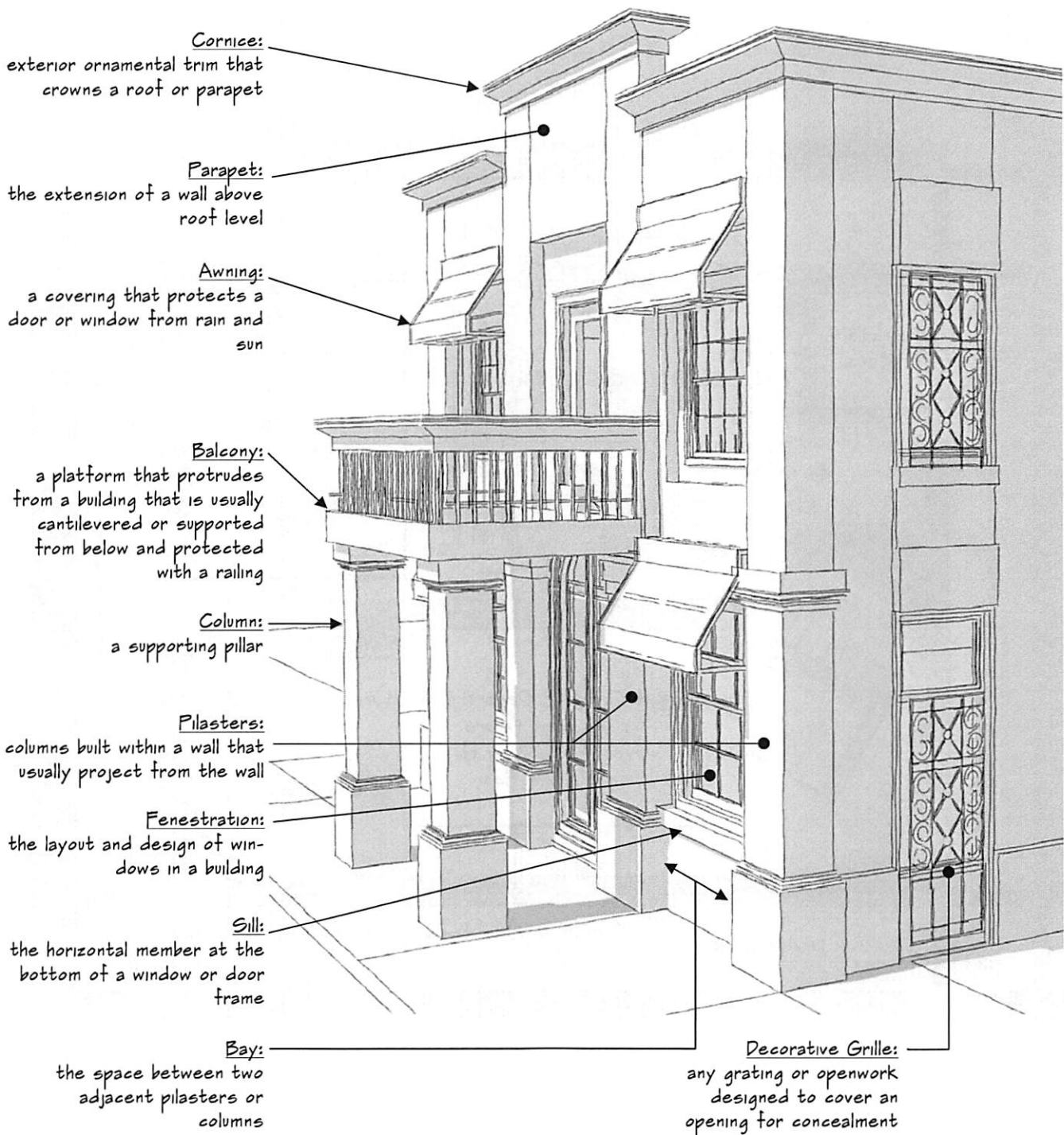


ACCEPTABLE EXAMPLES



ILLUSTRATED GLOSSARY

Architectural terms used in the municipal code are illustrated below.



COMMUNITY SHOPPING CENTER DIAGRAM (ACCEPTABLE)

Large "big box" retailers, supermarkets, and other similar uses present special site design challenges. These retail uses on a single floor, and 40,000 square feet or larger are not subject to the maximum setback requirements.

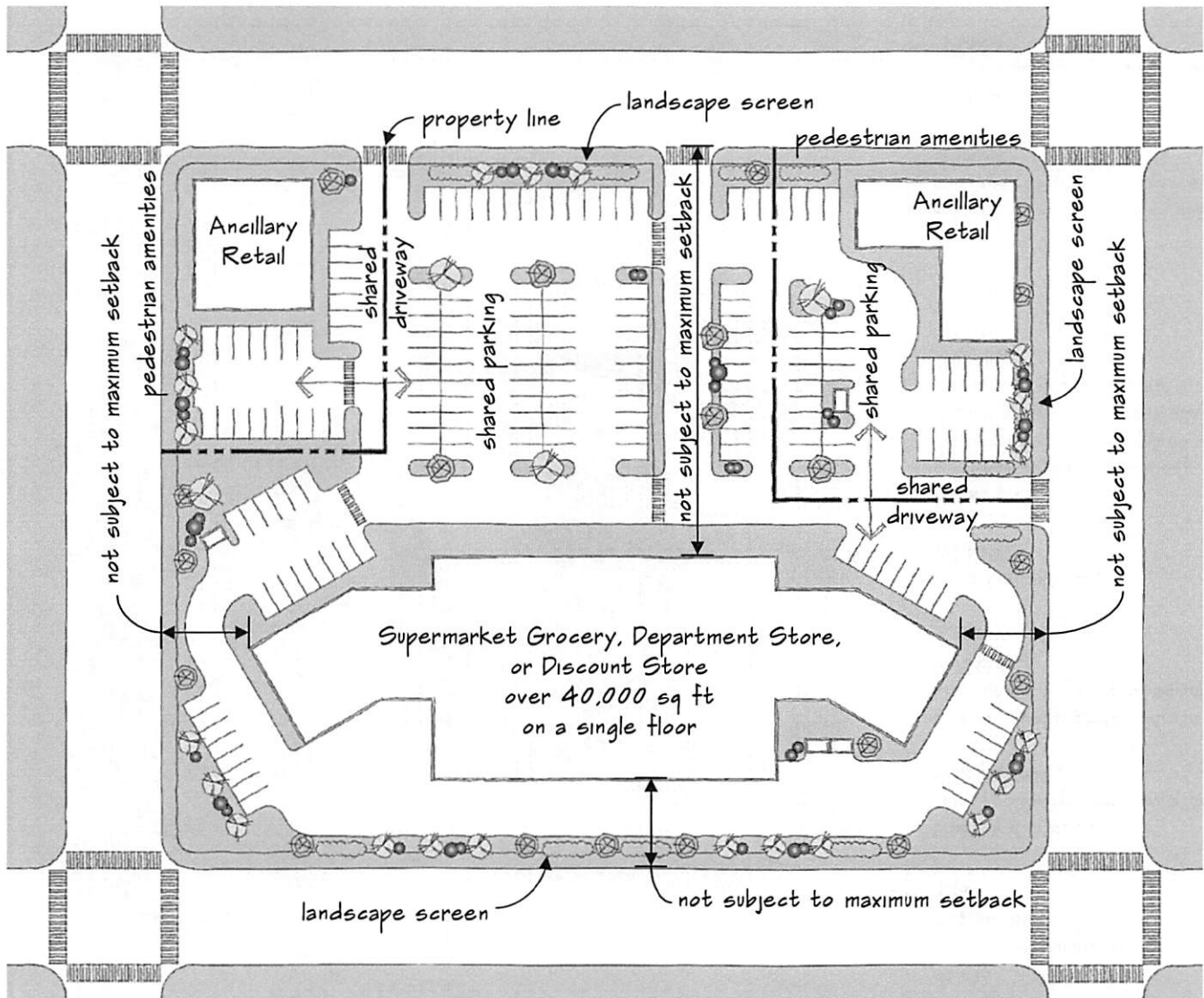


EXHIBIT C
CONTINGENCY PERIOD EXPENDITURES

1 st 3 Months	Preliminary Planning and Public Market Feasibility	\$10,000.00
	Retail Marketing	\$2,500.00
	Legal	\$2,500.00
	Total	\$15,000.00
2 nd 3 Months	Preliminary Engineering of Site	\$10,000.00
	Refined Planning of Office Building	\$10,000.00
	Soils Test	\$7,000.00
	Phase I	\$3,000.00
	Retail Marketing	\$2,500.00
	Legal	\$2,500.00
	Total	\$35,000.00
3 rd 3 Months	Office Building Plans	\$25,000.00
	Refined Engineering Plans	\$10,000.00
	Financing Costs	\$5,000.00
	Retail Marketing	\$2,500.00
	Legal	\$2,500.00
	Total	\$45,000.00
4 th 3 Months	Office Building Plans	\$25,000.00
	Engineering Plans	\$15,000.00
	Appraisal	\$3,000.00
	Financing Costs	\$15,000.00
	Retail Marketing	\$2,500.00
	Legal	\$5,000.00
	Total	\$65,500.00

EXHIBIT D

CONCEPTUAL SITE PLAN



PRELIMINARY CONCEPT PLANNING - BASIC SITE PLANNING AERIAL VIEW



THE CROWN GROUP - RICHLAND WASHINGTON PARKSIDE MIXED USE

BASIC PLANNING

The retail buildings in this plan are configured to provide maximum density along the Gateway frontage as well as related space for activities such as outdoor dining patios. The office building is located centrally along the eastern frontage to take better advantage of the new transit alignment for the former CRITICAL Building as well as to provide ample space for an enclosed, covered access space in the southeast corner of the site.

PARKING

As shown, this plan provides approximately 150 standard stalls on the 650 Gateway Side and an additional 15 stalls on the adjacent parcel, allowing for some regional parking for the City's pre-existing parking garage.

The site plan parking is designed to allow for some action in the future to allow to accommodate additional parking requirements, including parking requirements and service items, will support the current building program at a ratio slightly more than 6 parking stalls per 100 footable square foot.

EXHIBIT E
PARKING LEASE

LEASE AGREEMENT

THIS LEASE made this 8th day of April, 2004, by and between the **CITY OF RICHLAND**, a municipal corporation, hereinafter referred to as "Lessor", and **CHARLES JOSEPH FRENZEL**, a single person, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, the Lessee operates commercial facilities on real property owned by Lessee (Lots 4 and 5, Block 563, Plat of Richland); and

WHEREAS, Lessor is the owner of a parking lot (a portion of Lot 3, Block 563, Plat of Richland) located adjacent to and west of the property owned by Lessee as shown on Exhibit "A" attached hereto; and

WHEREAS, the parking lot owned by Lessor is primarily used during evenings and weekends for users of adjacent park facilities (Howard Amon Park) and the parking for the Lessee's commercial uses would be primarily during the daytime on weekdays; and

WHEREAS, Lessee has offered to lease from Lessor additional off-street parking spaces required by Lessee for the commercial use of Lessee's property; NOW THEREFORE,

It is mutually agreed by and between the parties hereto as follows:

1. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, subject to the terms, conditions and covenants hereinafter set forth, the non-exclusive use of twenty-six (26) parking spaces on the parking lot shown on Exhibit "A" attached hereto (hereinafter "Premises") owned by Lessor located on a portion of Lot 3, Block

563, Plat of Richland, according to the Plat thereof recorded in volumes 6 and 7 of Plats, records of Benton County, Washington.

It is understood and agreed that such number of parking spaces are accepted and recognized by the City of Richland as being available to Lessee in determining Lessee's compliance with the requirements of the Richland Municipal Code for off-street parking and in determining Lessee's qualifications thereunder for a building permit or permits for and in connection with the construction or alteration of buildings and structures on said Lots 4 and 5.

2. The Premises are to be used by Lessee solely for the purpose of parking motor vehicles during normal business hours of the commercial uses now or hereafter located on Lots 4 and 5, Block 563, Plat of Richland.

3. For the non-exclusive use of the Premises as hereabove set forth Lessee covenants and agrees to pay an annual rent in an amount determined in accordance with Paragraph 4 hereof, which rent shall be payable on the annual anniversary date of the execution of this Lease; provided, that Lessee shall be credited with the amount of any lump sum or annual payment made by Lessee to Lessor for or on account of any Local Improvement District special assessment levied against Lots 4 and 5, Block 563, Plat of Richland for the improvement of the Premises under any Local Improvement District which may now or hereafter be formed for the purpose of such improvement.

In the event that the amount of any such Local Improvement District special assessment payment made in any annual period is less than the established annual rental payment for such period, the amount of the annual rent less the amount of the assessment payment shall be due and owing on the annual anniversary date hereof.

In the event that the amount of any such Local Improvement District special assessment payment made in any annual period is greater than the established annual rental payment for such period, the amount of the excess shall be carried over and credited against the annual rental payment payable in the next and succeeding annual periods; provided, that in the event of termination of this Lease the amount of any such excess then paid shall remain the property of the Lessor and Lessor shall have no obligation to reimburse Lessee in such or any amount, nor shall Lessee be relieved of any obligation to pay any Local Improvement District assessments which shall then or thereafter be or become due and payable.

4. The annual rent shall be the sum of \$2,420.94. The annual rent for each succeeding five year term of this Lease shall be in an amount which shall be mutually agreed upon by the parties, but not less than an increase of seven and one-half percent (7 ½%) of the annual rent due during the previous five year period.

5. This Lease shall be in effect for a period of five (5) years from the date hereinabove set forth and may be renewed by Lessee for successive year periods not exceeding a total term of twenty (20) years by giving notice of intent to renew not less than sixty (60) days prior to the end of any five year period subject to adjustment of the annual rent as provided in paragraph 4, above.

6. Lessee agrees to protect and save Lessor harmless from all claims, actions, suits, liability, loss, costs, expenses or damage of any kind or description which may accrue to or be suffered by any person or persons by reason of Lessee's use or occupancy of the Premises as provided herein, except such as may be caused by the sole fault or negligence of Lessor; and in case any action or suit shall be brought

against the City for damage arising out of or by reason of such use or occupancy as hereinabove provided, Lessee further agrees upon notice of commencement of said action or suit to defend the same at Lessee's sole cost and expense; and in case judgment is rendered against the City in any such suit or action, Lessee agrees to fully satisfy such judgment within thirty days after such action or suit shall have been finally determined.

7. It is understood and agreed that the Premises shall be kept and maintained by Lessor as and for a parking lot containing not less than twenty-six parking spaces during the entire term of this Lease or any renewal or extension thereof. Lessor shall be solely responsible for the maintenance, alteration and repair of the Premises and for the cost and expense thereof except that it is expressly understood and agreed that the entire cost and expense of improving the Premises under and pursuant to Local Improvement District procedures shall be assessed and levied upon Lots 4 and 5 of Block 563, Plat of Richland, and paid by the owner of said property as hereinabove contemplated.

8. Lessee shall not assign, mortgage or pledge this Lease, or any right or interest in the whole or any part of the Premises, without the express prior consent of Lessor, which consent shall not unreasonably be withheld, except that it is expressly understood and agreed that Lessee and any person occupying, employed at, or patronizing any business or commercial enterprise located on the Lots 4 and 5, Block 563, Plat of Richland, shall have and may be advised of the right to non-exclusive use of the Premises for the purpose of parking motor vehicles during normal business hours as provided for in Paragraph 2 of this Lease.

9. Upon the occurrence of either of the following events:

(1) If Lessee should make other arrangements for parking which meet the requirements of the Richland Municipal Code for off-street parking; or

(2) If the requirements of the Richland Municipal Code for off-street parking are amended so that other parking facilities owned or leased by Lessee are adequate to meet such requirements;

Lessee shall have the right to terminate this Lease as of any annual anniversary date during the term, or any renewed or extended term hereof, by giving written notice to Lessor not less than ninety (90) days prior to such annual anniversary date; provided that such termination shall not terminate or relieve any obligation to pay any Local Improvement District special assessment which shall then or thereafter be or become due and payable.

10. This Lease may be terminated by Lessor for any default by Lessee in respect to any of the terms, conditions or covenants of this Lease, including non-payment of rent or failure to pay any Local Improvement District special assessment when due; provided, however, that this Lease shall not be terminated for default if such default is remedied within ten days after written notice thereof has been given by Lessor to Lessee.

11. In every instance where it shall be necessary or desirable for Lessor to serve any notice or demand upon Lessee, it shall be sufficient either (a) to deliver or cause to be delivered to Lessee a written or printed copy thereof, or (b) to send a written or printed copy thereof by certified mail addressed to Lessee at the following address:

99 Lee Boulevard
Richland, WA 99352

in which event the notice or demand shall be deemed for all purposes to have been served at the time of mailing.

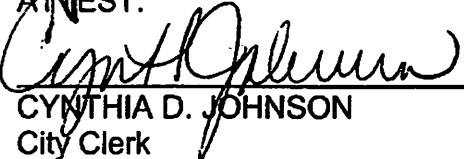
12. Failure of Lessor to take any action with respect to any default by the Lessee hereunder shall not constitute a waiver of any of Lessor's rights under this Lease; and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

CITY OF RICHLAND


JOHN C. BARRINGTON
City Manager

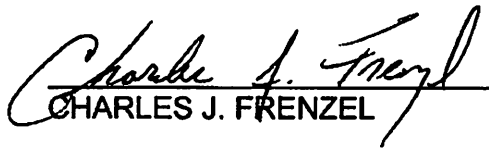
ATTEST:


CYNTHIA D. JOHNSON
City Clerk

APPROVED AS TO FORM:


THOMAS O. LAMPSON
City Attorney

LESSEE


CHARLES J. FRENZEL

STATE OF WASHINGTON))ss.
COUNTY OF BENTON)

A circular notary seal for Marilyn A. Cote, a Notary Public in the State of Washington. The seal features her name "MARILYN A. COTE" at the top, "COMMISSION EXPIRES" above "NOTARY", "PUBLIC" below "NOTARY", and "STATE OF WASHINGTON" at the bottom. The date "9-24-04" is printed at the bottom center. The words "NOTARY" and "PUBLIC" are separated by two arrows pointing towards each other.

STATE OF WASHINGTON)
COUNTY OF BENTON)ss.

A circular notary seal for Cheryl Naccarato, a Notary Public in the State of Washington. The seal features a rope-like border. Inside the border, the text "CHERYL NACCARATO" is at the top and "STATE OF WASHINGTON" is at the bottom. In the center, it says "COMMISSION EXPIRES" at the top, "NOTARY PUBLIC" in the middle with a double-headed arrow, and "3-25-08" at the bottom.

7

LEASE AMENDMENT

Parking Lot Lease
Adjacent to Howard Amon Park

Modification to Lease Agreement by and between the City of Richland, Lessor and Charles Joseph Frenzel, a single person, Lessee.

RECITALS

Whereas, the original lease between the City of Richland and a predecessor in interest to the present lease based a portion of the lease obligation on a credit for a Local Improvement District created to improve the property subject to the lease, and

Whereas, the property was improved and the Local Improvement District for improvement of the subject property has been paid and there are no longer assessments due or owing, and

Whereas, the City of Richland, Landlord, has recalculated the rate of lease payments on the 26 parking spaces used by Lessee to meet the terms of the Lease Agreement entered into on April 8, 2004,

Therefore, the Parties to said Lease Agreement have agreed to the following Amendment:

1. Section 4 of the current lease shall be replaced by the following new section 4:

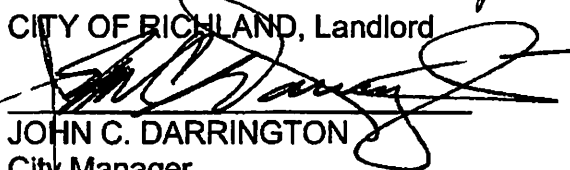
The annual rent shall be the sum of \$1,435.00. The annual rent for each succeeding five year term of this Lease shall be in an amount which shall be mutually agreed upon by the parties, but not less than an increase of seven and one-half percent (7½%) of the annual rent due during the previous five year period.

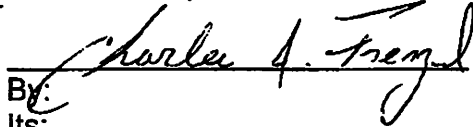
4. All other terms and conditions of that certain lease agreement dated April 8, 2004 shall remain in full force and effect.

DATED this 10th day of June, 2005.

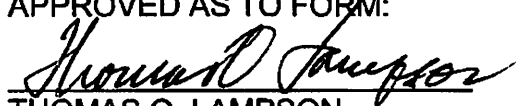
CITY OF RICHLAND, Landlord

Charles Joseph Frenzel, Tenant


JOHN C. DARRINGTON
City Manager


By:
Its:

APPROVED AS TO FORM:


THOMAS O. LAMPSON
City Attorney

STATE OF WASHINGTON)
) ss.
County of Benton)

I certify that I know or have satisfactory evidence that JOHN C. DARRINGTON is the person who appeared before me and the said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument as the City Manager of the CITY OF RICHLAND, a Washington municipal corporation, and acknowledged it to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

DATED this 10 day of June, 2005.

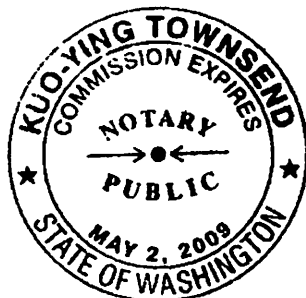


Jackie L. Carpenter
NOTARY PUBLIC in and for the State of
Washington, residing at Trasklee, WA
Print Name: Jackie Carpenter
My Commission Expires: 2-11-06

STATE OF WASHINGTON)
) ss.
County of Benton)

On this 7th day of JUNE, 2005, before the undersigned, a Notary Public, in and for the State of Washington, personally appeared Charles J. Frenzel, to me known to be the individual who executed the foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED this 7th day of JUNE, 2005.



Kuo-Ying Townsend
NOTARY PUBLIC in and for the State of
Washington, residing at RICHLAND
Print Name: KUO-YING TOWNSEND
My Commission Expires: May 2, 2009

First Amendment to Purchase and Sale Agreement

This **First Amendment** to the March 27, 2015 Purchase and Sale Agreement ("Amendment") is made and entered it on this 5th day of August, 2015 by and between the **City of Richland**, a Washington municipal corporation ("Seller") and **The Crown Group, Inc.**, an Illinois corporation ("Purchaser").

For valuable consideration, the receipt of which is hereby acknowledged, the City and The Crown Group, Inc. agree to modify the existing Purchase and Sale Agreement as described below.

Section 4.4 consists of three paragraphs. The first paragraph in Section 4.4, entitled Purchaser's Right to Determine, shall be modified as follows:

4.4. Purchaser's Right To Determine. Purchaser shall have ~~ninety (90) calendar days after receipt of the title report described in Section 4.3 above~~ until February 26, 2016 to determine the suitability of the Property for Purchaser's intended use, including but not limited to: (1) zoning, (2) easements, restrictions and covenants of record, (3) floodplain-floodway, (4) financing, (5) soils, (6) environmental, and (7) Governmental Approvals, as further defined in Section 4.8. Seller shall, within ten (10) business days of the date of the executed Agreement, provide to Purchaser copies of all available documentation and reports relating to the Property, including, but not limited to, soils tests, environmental reports and similar reports. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser's may, at its option, terminate this Agreement by giving Seller written notice of termination prior to the end of the initial Contingency Period. Further, if, prior to the conclusion of the initial Contingency Period, Purchaser determines in its sole and absolute discretion that the Property is not suitable for Purchaser's intended use and gives written notice thereof to Seller on or prior to the expiration of the initial Contingency Period in accordance with the notice requirement herein, then this Agreement shall terminate and be of no further force and effect, and the Earnest Money shall be immediately refunded to Purchaser. In the event Purchaser fails to give such notice, this Agreement shall remain in full force and effect and this condition shall be deemed waived by Purchaser, in which event the Earnest Money shall be non-refundable in accordance with

this section, absent a default by Seller, but shall be applicable to the Purchase Price.

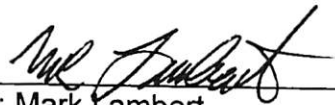
The remaining paragraphs in Section 4.4, along with all other terms and conditions of the Purchase and Sale Agreement executed March 27, 2015 remain unchanged and in full force and effect. All rights, obligations and liabilities arising out of the contract are the direct rights and obligations of The Crown Group, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of this 5th day of August, 2015.

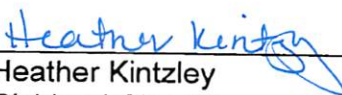
CITY OF RICHLAND – SELLER


By: Cynthia D. Johnson
Its: City Manager

THE CROWN GROUP, INC. – PURCHASER


By: Mark Lambert
Its: President

APPROVED AS TO FORM


Heather Kintzley
Richland City Attorney

Second Amendment to Purchase and Sale Agreement

This **Second Amendment** to the March 27, 2015, Purchase and Sale Agreement ("Amendment") is made and entered into on this 16th day of February, 2016, by and between the **City of Richland**, a Washington municipal corporation ("Seller") and **The Crown Group, Inc.**, an Illinois corporation ("Purchaser").

For valuable consideration, the receipt of which is hereby acknowledged, the City and The Crown Group, Inc. agree to modify the existing Purchase and Sale Agreement as described below.

Section 4.4 consists of three paragraphs. The first paragraph in Section 4.4, entitled Purchaser's Right to Determine, shall be modified as follows:

4.4. Purchaser's Right To Determine. Purchaser shall have until ~~February 26, 2016~~ June 25, 2016 to determine the suitability of the Property for Purchaser's intended use, including but not limited to: (1) zoning, (2) easements, restrictions and covenants of record, (3) floodplain-floodway, (4) financing, (5) soils, (6) environmental, and (7) Governmental Approvals, as further defined in Section 4.8. Seller shall, within ten (10) business days of the date of the executed Agreement, provide to Purchaser copies of all available documentation and reports relating to the Property, including, but not limited to, soils tests, environmental reports and similar reports. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser may, at its option, terminate this Agreement by giving Seller written notice of termination prior to the end of the initial Contingency Period. Further, if, prior to the conclusion of the initial Contingency Period, Purchaser determines in its sole and absolute discretion that the Property is not suitable for Purchaser's intended use and gives written notice thereof to Seller on or prior to the expiration of the initial Contingency Period in accordance with the notice requirement herein, then this Agreement shall terminate and be of no further force and effect, and the Earnest Money shall be immediately refunded to Purchaser. In the event Purchaser fails to give such notice, this Agreement shall remain in full force and effect and this condition shall be deemed waived by Purchaser, in which event the Earnest Money shall be non-refundable in accordance with this section, absent a default by Seller, but shall be applicable to the Purchase Price.

The remaining paragraphs in Section 4.4, along with all other terms and conditions of the Purchase and Sale Agreement executed March 27, 2015, remain unchanged and in full force and effect. All rights, obligations and liabilities arising out of the contract are the direct rights and obligations of The Crown Group, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of this 16th day of February, 2016.

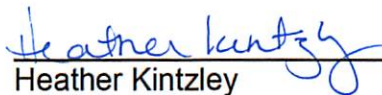
CITY OF RICHLAND – SELLER


By: Cynthia D. Reents, ICMA-CM
Its: City Manager

THE CROWN GROUP, INC. – PURCHASER


By: Mark Lambert
Its: President

APPROVED AS TO FORM


Heather Kintzley
Richland City Attorney

Third Amendment to Purchase and Sale Agreement

This **Third Amendment** to the March 27, 2015 Purchase and Sale Agreement ("Amendment") is made and entered it on this 7th day of June, 2016 by and between the **City of Richland**, a Washington municipal corporation ("Seller") and **The Crown Group, Inc.**, an Illinois corporation ("Purchaser").

For valuable consideration, the receipt of which is hereby acknowledged, the City and The Crown Group, Inc. agree to modify the existing Purchase and Sale Agreement as described below.

Section 4.4 consists of three paragraphs. The first paragraph in Section 4.4, entitled Purchaser's Right to Determine, shall be modified as follows:

4.4. Purchaser's Right To Determine. Purchaser shall have until ~~February 26, 2016~~ ~~June 25, 2016~~ August 18, 2016 to determine the suitability of the Property for Purchaser's intended use, including but not limited to: (1) zoning, (2) easements, restrictions and covenants of record, (3) floodplain-floodway, (4) financing, (5) soils, (6) environmental, and (7) Governmental Approvals, as further defined in Section 4.8. Seller shall, within ten (10) business days of the date of the executed Agreement, provide to Purchaser copies of all available documentation and reports relating to the Property, including, but not limited to, soils tests, environmental reports and similar reports. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser's may, at its option, terminate this Agreement by giving Seller written notice of termination prior to the end of the initial Contingency Period. Further, if, prior to the conclusion of the initial Contingency Period, Purchaser determines in its sole and absolute discretion that the Property is not suitable for Purchaser's intended use and gives written notice thereof to Seller on or prior to the expiration of the initial Contingency Period in accordance with the notice requirement herein, then this Agreement shall terminate and be of no further force and effect, and the Earnest Money shall be immediately refunded to Purchaser. In the event Purchaser fails to give such notice, this Agreement shall remain in full force and effect and this condition shall be deemed waived by Purchaser, in which event the Earnest Money shall be non-refundable in accordance with this section, absent a default by Seller, but shall be applicable to the Purchase Price.

The remaining paragraphs in Section 4.4, along with all other terms and conditions of the Purchase and Sale Agreement executed March 27, 2015 remain unchanged and in full force and effect. All rights, obligations and liabilities arising out of the contract are the direct rights and obligations of The Crown Group, Inc.

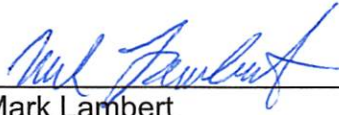
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of this 7th day of June, 2016.

CITY OF RICHLAND – SELLER



By: Cynthia D. Reents, ICMA-CM
Its: City Manager

THE CROWN GROUP, INC. – PURCHASER



By: Mark Lambert
Its: President

APPROVED AS TO FORM



Heather Kintzley
Richland City Attorney

Fourth Amendment to Purchase and Sale Agreement

This **Fourth Amendment** to the March 27, 2015 Purchase and Sale Agreement ("Amendment") is made and entered it on this 16th day of November, 2016 by and between the **City of Richland**, a Washington municipal corporation ("Seller") and **The Crown Group, Inc.**, an Illinois corporation ("Purchaser").

Seller and Purchaser acknowledge that Purchaser has timely exercised the first of its three Extension Periods under the second of the grammatical paragraphs in Section 4.4 of the Purchase and Sale Agreement, as amended (collectively, the "Agreement") and, therefore, the Contingency Period expires on November 16, 2016 (subject to the right of Purchaser to exercise one or both of its remaining two extension rights).

For valuable consideration, the receipt of which is hereby acknowledged, the City and The Crown Group, Inc., agree to modify the existing Purchase and Sale Agreement as described below:

Section 4.4 consists of three paragraphs. The third paragraph in Section 4.4, entitled Purchaser's Right to Determine, shall be modified as follows:

4.4. Purchaser's Right To Determine. During the initial Contingency Period (including any Extension Periods), Purchaser will provide to Seller site plans and building elevations provided by a licensed architect for Seller's review. If, upon review, the Seller determines, in Seller's reasonable opinion, that the site plans and building elevations do not meet the Central Business District Zone Development Standards and Design Standards as provided in Exhibit B, with such changes and variances thereto proposed by Purchaser as Seller may reasonably approve (by approval of the City of Richland Plan Commission and/or Richland City Council), Seller shall give written notice to Purchaser within ten (10) days of receiving the site plans and building elevations of comments and proposed changes which, if made, will in Seller's reasonable opinion satisfy such Standards, as changed or varied or proposed to be changed or varied. Seller acknowledges that it has approved Purchaser's two (2) conceptual site plans, identified as Exhibit D, Version 1 and Exhibit D, Version 2, and that it will be reasonable in its approval of Purchaser's site plans and elevations that are consistent with either conceptual site plan. The two (2) versions constitute alternative development concepts that may be pursued by Purchaser at Purchaser's discretion, subject to all other terms and

conditions of the adopted Agreement, including all relevant amendments thereto. Within ten (10) days after Seller's notice, Purchaser shall resubmit to Seller and Seller shall respond to resubmittal(s) until the changes are satisfactory such that Seller approves the site plan and building elevations. Notwithstanding anything herein to the contrary, the initial Contingency Period (including any Extension Periods) shall be extended date-for-day until Seller approves Purchaser's site plan and elevations, but such extension shall not exceed thirty (30) days. If Seller fails to give such written notice to Purchaser within ten (10) days of receiving the site plans and building elevations or any resubmittal thereof, such plans and elevations shall be deemed to have been approved by Seller without qualification or exception. If Seller does not approve Purchaser's site plan and elevations by the end of such period, either party may terminate this Agreement upon written notice to the other, in which event this Agreement shall immediately terminate and be without any further force and effect, the Earnest Money shall be returned to Purchaser, and without further obligation of either party to the other. During the initial Contingency Period, Purchaser shall also submit a design study for a public market for the Property that may substitute for retail uses as Purchaser shall determine. Should a public market not be economically feasible or practical for the site as Purchaser shall determine, Purchaser shall also submit a retail/office design analysis for the Property.

Section 4.7 shall be modified as follows:

4.7. Design Approval. During the Contingency Period (including any Extension Periods), and provided that Purchaser has satisfied each condition and exercised the applicable Extension Period, as provided in Section 4 above, Purchaser shall prepare and submit preliminary plans and preliminary engineering for the Property for development of a retail project which meets the Central Business Design Standards, with such changes or variances thereto as Seller may reasonably approve, and with not less than 10,000 square feet of gross floor area and an office building with not less than 18,000 square feet of gross floor area, and with parking satisfying legal requirements, within the time frames for the expenditures for such activities as set forth on Exhibit C. Purchaser may plan to construct its development in phases so that final approvals are obtained as each phase is proceeding. The

preliminary plans, preliminary engineering and design plans shall be subject to the reasonable approval of Seller during the initial Contingency Period and any subsequent Extension Periods.

As an alternative to such proposed project (Exhibit D, Version 1), Purchaser may prepare and submit preliminary plans and preliminary engineering for the Property for development of not less than sixty (60) residential apartments and retail space of not less than 5,000 square feet of floor area, as shown on the conceptual site plan attached as Exhibit D, Version 2. Expenditures incurred by Purchaser with respect to such alternative may be applied towards the amounts to be spent by Purchaser shown on Exhibit C to satisfy the conditions for Purchaser exercising its extension rights under Section 4.6 of the Agreement.

Section 10.3.2 of the Agreement, a subsection under Section 10.3 entitled Purchaser's Representations, shall be modified as follows:

10.3.2. Purchaser further represents that, as of the executed Agreement date, subject to the terms of this Agreement and obtaining all desired approvals, authorization and permits, it intends to develop the Property as a mixed use development with a combination of either office space and retail (Exhibit D, Version 1), or residential and retail (Exhibit D, Version 2) with required site design throughout per the Central Business District Zone and Design Standards, with such changes and variances as Seller shall reasonably approve.

Section 13.17 of the Agreement, entitled Option to Repurchase, shall be modified as follows:

13.17 Option to Repurchase. This Property is being sold to Purchaser in anticipation of a development as described in Section 4.7 ~~commercial building(s) with approximately 28,000 square feet of gross building area.~~ If Purchaser fails to submit an application to Seller for approval of building plans for at least one building within three (3) months of Closing, the Seller reserves the right to repurchase title to this Property. If Purchaser does not initiate construction within six (6) months of Closing on at least one building on the Property, Seller reserves the right to repurchase title to this Property. As used herein, "initiate construction" shall mean commencement of installation of underground utilities. The Seller shall repurchase this Property by giving Purchaser not less than 30 days' notice after such three (3) month or six (6) month

periods, as may be applicable, and refunding the original Purchase Price of eight hundred one thousand nine hundred thirty-nine and 60/100 dollars (\$801,939.60) for approximately two and sixty-three hundredths (2.63) acres, to be readjusted based on \$7 .00 per square foot of the property legally described on Exhibit A as determined by survey, less three hundred thousand and 00/100 dollars (\$300,000.00), (of which \$75,000 represents Seller's share of improvements to the Urban Greenbelt Trail adjacent to the Property), (the net amount thereof being the "Purchase Price"), without interest. The Seller will pay for all closing costs related to the repurchase of the property. Other than closing costs, the Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey title to the Seller within sixty (60) days of receipt of notification of Seller's decision to seek re-conveyance of Property. This repurchase right is exclusive to the Seller and shall be exercised at the sole discretion of the Seller. This repurchase right survives twelve (12) months after Closing or until such time as building commences, whichever is earlier. The Seller shall be under no obligation to exercise this reversionary right.

The remaining terms and conditions of the Purchase and Sale Agreement executed March 27, 2015, as amended, shall remain unchanged and in full force and effect. All rights, obligations and liabilities arising out of the contract are the direct rights and obligations of The Crown Group, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the day set forth above.

CITY OF RICHLAND – SELLER



By: Cynthia D. Reents, ICMA-CM
Its: City Manager

THE CROWN GROUP, INC. – PURCHASER



By: Mark Lambert
Its: President

APPROVED AS TO FORM

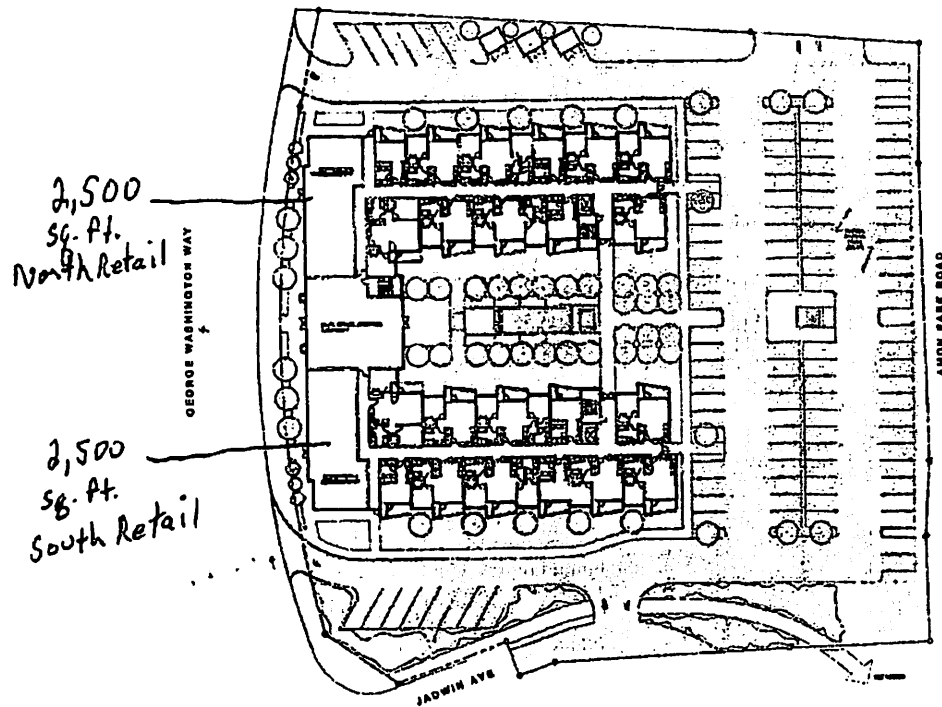


Heather Kintzley
Richland City Attorney

EXHIBIT D *Version 2*

CONCEPTUAL SITE PLAN

Exhibit D Version 2
p1 of 2



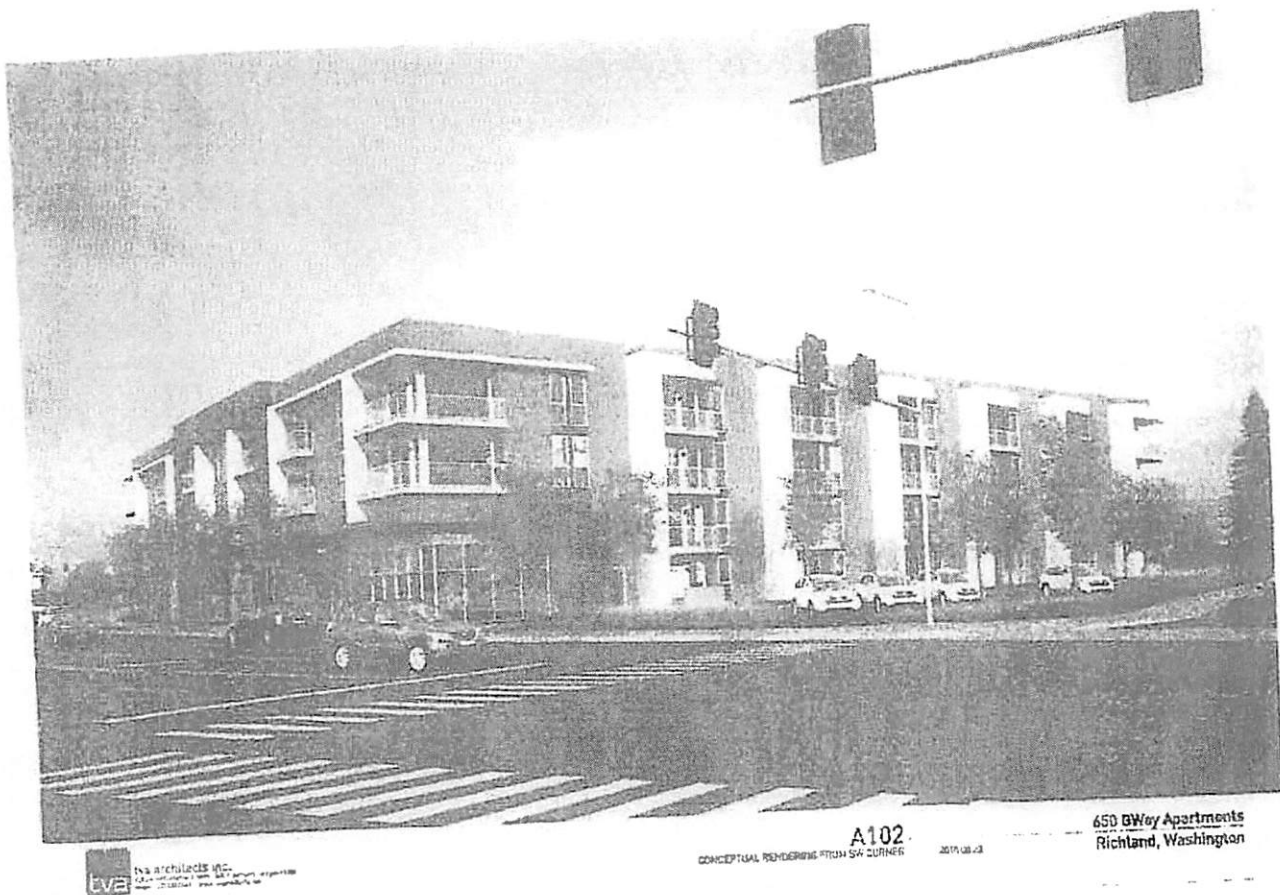
tva architects inc.
1000 1st Avenue, Suite 1000
Seattle, WA 98101
phone 206.461.1000 fax 206.461.1001

A101
SITE - FLOOR PLAN - LEVEL 1 - 2

1" = 20'-0"
2016.08.23

650 GWay Apartments
Richland, Washington

Exhibit D Version 2
p 2 of 2



May Need to modify for Three (3) Stories

Fifth Amendment to Purchase and Sale Agreement

This **Fifth Amendment** to the March 27, 2015 Purchase and Sale Agreement ("Amendment") is made and entered it on this 21st day of December, 2016 by and between the **City of Richland**, a Washington municipal corporation ("Seller") and **The Crown Group, Inc.**, an Illinois corporation ("Purchaser").

Seller and Purchaser acknowledge that Purchaser has timely exercised the two of its three Extension Periods under the second of the grammatical paragraphs in Section 4.4 of the Purchase and Sale Agreement, as amended (collectively, the "Agreement") and, therefore, the Contingency Period expires on February 14, 2017 (subject to the right of Purchaser to exercise the last remaining extension right).

For valuable consideration, the receipt of which is hereby acknowledged, the City and The Crown Group, Inc., agree to modify the existing Purchase and Sale Agreement by adding the following as Section 18. Additional Concessions.

18. Additional Concessions.

- 18.1 Amon Park Drive Sewer. Purchaser is authorized to relocate the Amon Park Drive sewer line (hereinafter "Sewer") currently encumbering 650 George Washington Way into the publicly-owned private drive named Amon Park Drive. Seller agrees in concept that relocation of the Sewer is feasible as presented by Purchaser in drawings and discussed onsite on November 29, 2016. Purchaser shall submit final engineering plans for City review, and said plans must receive approval from Richland's Public Works Department before relocation efforts commence. If Purchaser elects to relocate the Sewer as authorized herein, Seller shall reimburse Purchaser for the expense of relocating the Sewer in an amount not to exceed \$67,233. Reimbursement shall occur only after Purchaser has been issued a Certificate of Occupancy (temporary or permanent) for all retail and multi-family components of the mixed-use development. Purchaser shall be responsible for all construction efforts related to Sewer relocation.
- 18.2 Amon Park Drive Retaining Wall. If Purchaser elects to construct a retaining wall along the west side of Amon Park Drive abutting 650 George Washington Way, Seller shall reimburse Purchaser in an amount equal to fifty percent (50%) of the total design and construction cost of said retaining wall, up to a maximum of \$72,830, which is acknowledged by the Parties to represent half the cost of constructing a base retaining wall with minimal aesthetic characteristics. In exchange for Seller's contribution to the construction costs, Seller shall exercise aesthetic control over said retaining wall. Upon submission of Purchaser's proposed base retaining wall design, Seller shall have thirty (30) days to review and provide suggested changes.

Once base retaining wall design has been agreed to by the Parties, Seller shall have an additional fourteen (14) days to explore aesthetic enhancements with Purchaser. Purchaser shall provide all engineering related to the retaining wall. To the extent Seller desires aesthetic enhancements that exceed its share of the base construction cost, Seller shall reimburse Purchaser one hundred percent (100%) of the additional cost related to aesthetic enhancements of the retaining wall. Construction and aesthetic concepts shall be priced separately and presented to Seller by Purchaser for approval with submission of the retaining wall design. Seller may, in its discretion, approve, modify, or reject any aesthetic concept presented due to price or appearance. If Purchaser elects to construct said retaining wall, Seller shall reimburse Purchaser as provided herein after Purchaser has been issued a Certificate of Occupancy (temporary or permanent) for all retail and multi-family components of the mixed-use development. Purchaser shall be responsible for all construction efforts related to the retaining wall.

- 18.3 Park District Impact Fees. Purchaser acknowledges its obligation to invest \$75,000 in improvements to the segment of the Urban Greenbelt Trail (hereinafter "UGT") that traverses 650 George Washington Way. Seller agrees that, to the extent the improvements to the UGT made by Purchaser exceed \$75,000, the amount expended beyond \$75,000 shall be credited toward Purchaser's Park District Impact Fee obligations, up to the maximum amount collected as determined by unit count. In addition, Seller will consider use of City property for additional trail construction to achieve City objectives concerning trail design. The Parties agree to consult and work collaboratively on trail design.
- 18.4 Surplus of City Property. Seller authorizes initiation of the surplus process to make available for private sale at market value the city property identified in **Exhibit F**, which is attached hereto and incorporated by reference into the Purchase and Sale Agreement. Seller shall consider whether to grant or deny the sale of said property at the conclusion of the City's established surplus process. Where reasonable, as determined in Seller's discretion, Seller shall expedite the surplus process.

The remaining terms and conditions of the Purchase and Sale Agreement executed March 27, 2015, as amended, shall remain unchanged and in full force and effect. All rights, obligations and liabilities arising out of the contract are the direct rights and obligations of The Crown Group, Inc.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the day set forth above.

CITY OF RICHLAND – SELLER



By: Cynthia D. Reents, ICMA-CM
Its: City Manager

**THE CROWN GROUP, INC. –
PURCHASER**



By: Mark Lambert
Its: President

APPROVED AS TO FORM



Heather Kintzley
Richland City Attorney

23 NEW STALLS PROVIDED
ADDITIONAL ACCESS EASEMENT REQUIRED FROM ROCKETMART 1295.0 SQFT
10 ADDITIONAL STALLS SUBJECT TO RECEIVING EASEMENT RIGHTS 2179.5 SQFT
13 STALLS ACCESSIBLE WITHOUT ADDITIONAL ACCESS EASEMENT 2767.1 SQFT
TOTAL SQFT 4946.6 REQUIRED FROM CITY OF RICHLAND FOR ADDITIONAL PARKING

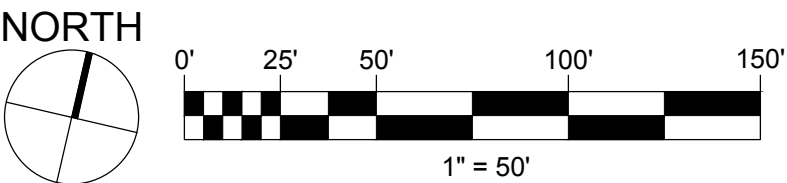


Exhibit F
5th Amendment to Crown PSA

KE **KNUTZEN ENGINEERING**
5453 RIDGELINE DR.
SUITE 120
KENNEWICK, WA 99338
1-509-222-0959
www.knutzenengineering.com
CADFILE: P16-093XC03

NOT FOR CONSTRUCTION

650 G-WAY PROJECT
SITE LAYOUT
RICHLAND, WA

DESIGN	JAW
APPD	PTK
DATE	12/12/16
NO.	SK 11

Sixth Amendment to Purchase and Sale Agreement

This **Sixth Amendment** to the March 27, 2015 Purchase and Sale Agreement ("Amendment") is made and entered it on this 7th day of September, 2017 by and between the **City of Richland**, a Washington municipal corporation ("Seller") and **The Crown Group, Inc.**, an Illinois corporation ("Purchaser"). Seller and Purchaser are referred to collectively as the "Parties."

Seller and Purchaser acknowledge that Purchaser has timely exercised all elective contingency period extensions available under Section 4.4 of the Purchase and Sale Agreement, as amended (collectively, the "Agreement"), and that Purchaser waived conditions under Section 4. via letter dated May 15, 2017, which is hereby incorporated into the Agreement by reference.

For valuable consideration, the receipt of which is hereby acknowledged, Seller and Purchaser agree to the following:

1. As a condition of this Sixth Amendment to the existing Purchase and Sale Agreement between the Parties, Purchaser shall deposit \$30,000 of Earnest Money with Tri-City Title & Escrow within three (3) business days of execution of this Amendment. Said Earnest Money shall be non-refundable and shall forfeit to Seller in the event of Purchaser's default under the Agreement prior to Closing, but shall be applied toward the Purchase Price at Closing in the absence of any such default. If Seller repurchases the property after default under Section 13.17, the Earnest Money shall be deducted from the repurchase price. The Parties agree that, with the addition of this \$30,000, the total amount of Earnest Money deposited under the Agreement to date by Purchaser will total \$75,000.
2. Notwithstanding Purchaser's waiver of conditions as evidenced by Purchaser's May 15, 2017 letter, Seller agrees to accept as timely Purchaser's August 15, 2017 submission of an architectural site plan and elevations for review as contemplated under Section 4.4.
3. Purchaser's August 15, 2017 site plan replaces former Exhibit D – Version 2 (added by Fourth Amendment; site plan representing apartments fronting George Washington Way). Any references to Exhibit D, Version 2 after the date of execution of this Sixth Amendment shall refer solely to Purchaser's August 15, 2017 site plan (see **Exhibit G**). Revised **Exhibit D**, as modified by this Amendment, is attached and incorporated into the Agreement by reference.
4. The Parties agree to modify specific sections of the Purchase and Sale Agreement as described below:

Section 5.2 shall be modified as follows:

5.2. Closing Date. Except as provided in subsection 10.3.3.a. herein, the closing of the transaction and delivery of all items shall occur at Tri-City Title & Escrow, and shall occur no later than thirty (30) calendar days after Seller receives a firm financial commitment from a viable lender, submitted on behalf of Purchaser, evidencing a legal commitment to fund construction of Version 2 (or Version 1, if applicable – See Section 10.3.2). Purchaser shall provide lender's firm financial commitment to Seller on or before July 10, 2018. Failure by Purchaser to provide the firm financial commitment described herein by July 10, 2018 shall result in immediate termination of this Agreement and forfeiture of all earnest money deposited by Purchaser. The lender's firm financial commitment for Version 2 must reflect a funding commitment for the entire project (combined retail and residential). A lender's firm financial commitment for Version 1, if applicable, must reflect a funding commitment for no less than one building, recognizing that this Agreement allows phasing if Version 1 is constructed. ~~on a date specified by Seller and communicated in writing to Purchaser. Closing shall occur no later than sixty (60) days after the Purchaser waives the conditions in Section 4 (the "Closing"). If Closing has not occurred by this date due to no fault of Seller, then upon ten (10) days written notice to Purchaser (unless Closing occurs prior to the expiration of the 10-day period), this Agreement will automatically be terminated.~~

Section 10.3.2 of the Agreement, a subsection under Section 10.3 entitled Purchaser's Representations, as amended by the Fourth Amendment to the Agreement, shall be modified as follows:

10.3.2. Purchaser further represents that, as of the executed Agreement Sixth Amendment date, subject to the terms of this Agreement and obtaining all desired approvals, authorization and permits, it intends to develop the Property as a mixed use development with a combination of ~~either office space and retail (Exhibit D, Version 1), or residential and retail (Exhibit D, Version 2)~~ with required site design throughout per the Central Business District Zone and Design Standards, with such changes and variances as Seller shall reasonably approve. Subject to obtaining a HUD loan, Purchaser agrees to construct said project substantially consistent with the project depicted and described in Exhibit G, with minor allowances for architectural details and color changes, slight variation in number of units, and slight

parking configuration changes. Failure to construct substantially consistent with the project depicted and described in **Exhibit G** shall constitute default under this Agreement triggering Seller's right to repurchase as provided herein. **Exhibit G** is attached and incorporated by reference into this Agreement.

- a. If, through no fault of Purchaser, Purchaser cannot secure a HUD invitation or sufficient funding through a HUD loan to construct Version 2, then Purchaser may elect to construct a combination of office space and retail (Exhibit D, Version 1); provided, however, that Purchaser must meet the same firm financial commitment/closing/construction schedule as provided for Version 2 under this Agreement.
- b. If Purchaser fails to secure sufficient funding for Version 2 because of Purchaser's own untimely action, then Seller shall have the option, in Seller's discretion, to either: 1) terminate this Agreement and forfeit Purchaser's earnest money; or 2) grant Purchaser the right to construct Version 1 (office space and retail; phased construction approach).

10.3.3. Purchaser represents that it will adhere to the schedule provided in **Exhibit G** through HUD loan closing or until such time as Purchaser elects to pursue Version 1 as provided in section 10.3.2.a. above. Purchaser shall provide Seller with sufficient evidence that each identified milestone has been met according to schedule. Purchaser's failure to satisfy any of the identified milestones shall constitute default under this Agreement, resulting in termination and forfeiture of the deposited earnest money; provided, however, that termination and forfeiture shall not occur in the event all of the following conditions are met: 1) Purchaser has failed to satisfy the milestone due to no fault of Purchaser; 2) the missed milestone is satisfied within ten (10) business days of the original deadline; and 3) the delayed satisfaction of the milestone does not undermine the schedule's overall objective. Missed milestones that are remedied under this subsection shall have no impact on Purchaser's obligation to meet the hard deadlines established by the Sixth Amendment.

- a. Notwithstanding the previous subsection, if the July 10, 2018 deadline is not met due to delays caused solely by HUD and/or another involved third party, with no influence or involvement from

Purchaser, and Purchaser can demonstrate through objective evidence satisfactory to Seller that: 1) Purchaser has spent no less than \$300,000 in support of the HUD loan process (including plans); and 2) that the HUD loan process remains intact and that the HUD loan will close within sixty (60) calendar days after July 10, 2018, then all hard dates established by this Sixth Amendment may be extended for up to thirty (30) calendar days. Any such extension must be acknowledged in writing by the Parties.

10.3.4 After Closing, and until Seller's right to repurchase is extinguished, Purchaser agrees not to use the Property as collateral to secure any financial obligations, nor to encumber the Property in any way, with the exception of construction financing and permanent financing for a project substantially consistent with the project identified in Exhibit G (or Version 1, if applicable). If Purchaser's lender requires subordination of Seller's repurchase right described in Section 13.17, Seller's approval and execution of lender's form of subordination shall not be unreasonably denied.

Section 13.17 of the Agreement, entitled Option to Repurchase, as amended by the Fourth Amendment to the Agreement, shall be modified as follows:

13.17 Option to Repurchase. This Property is being sold to Purchaser in anticipation of a development as described in Section 4.7. Purchaser agrees to initiate construction on or before August 12, 2018. ~~If Purchaser fails to submit an application to Seller for approval of building plans for at least one building within three (3) months of Closing, the Seller reserves the right to repurchase title to this Property. If Purchaser does not initiate construction within six (6) months of Closing on at least one building on the Property, Seller reserves the right to repurchase title to this Property.~~ As used herein, "initiate construction" shall mean mass grading of the Property as defined in approved grading plans submitted to Seller for approval. Failure by Purchaser to initiate construction as defined herein on or before August 12, 2018 is a default under this Agreement, thereby triggering Seller's right to repurchase the Property, which is Seller's sole remedy. Purchaser shall submit a complete application to Seller for approval of a building permit within (3) months of Closing. Failure of Purchase to submit a complete application for approval of a building permit as provided herein is a default under this Agreement, thereby triggering Seller's right to repurchase the Property, which is Seller's sole remedy. ~~commencement of installation of underground utilities.~~ The Seller shall

repurchase this Property by giving Purchaser not less than 30 days' notice ~~after such three (3) month or six (6) month periods, as may be applicable,~~ and refunding the original Purchase Price of eight hundred one thousand nine hundred thirty-nine and 60/100 dollars (\$801,939.60) for approximately two and sixty-three hundredths (2.63) acres, to be readjusted based on \$7.00 per square foot of the property legally described on Exhibit A as determined by survey, less all earnest money paid, and less three hundred thousand and 00/100 dollars (\$300,000.00) (of which \$75,000 represents Seller's share of improvements to the Urban Greenbelt Trail adjacent to the Property), ~~(the net amount thereof being the "Purchase Price"),~~ without interest. Seller's right to repurchase includes repurchase, by refunding to Purchaser the original Purchase Price, of the strip of parking that was surplus (as authorized by Resolution No. 25-17) and sold by Seller to Purchaser in conjunction with the sale of 650 George Washington Way. If exercising its option to repurchase, Seller must repurchase both properties simultaneously. The Seller will pay for all closing costs related to the repurchase of the property. Other than closing costs, the Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey title to the Seller within sixty (60) days of receipt of notification of Seller's decision to seek re-conveyance of Property. This repurchase right is exclusive to the Seller and shall be exercised at the sole discretion of the Seller. This repurchase right survives ~~twelve (12)~~ twenty-four (24) months after Closing or until such time as Purchaser passes a final, complete framing inspection, ~~building commences,~~ whichever is earlier. The Seller shall be under no obligation to exercise this option to repurchase. ~~reversionary right.~~

5. The remaining terms and conditions of the Purchase and Sale Agreement executed March 27, 2015, as amended, shall remain unchanged and in full force and effect. All rights, obligations and liabilities arising out of the contract are the direct rights and obligations of The Crown Group, Inc.
6. This Amendment shall be governed by and construed in accordance with the laws of the State of Washington.

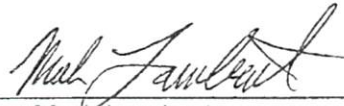
[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment as of the day set forth above.

CITY OF RICHLAND – SELLER


By: Cynthia D. Reents, ICMA-CM
Its: City Manager

THE CROWN GROUP, INC. – PURCHASER


By: Mark Lambert
Its: President

APPROVED AS TO FORM

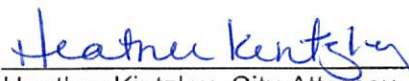

Heather Kintzley, City Attorney

EXHIBIT D

REVISED PER 6TH AMENDMENT

Exhibit D – Version 1



Exhibit D – Version 2

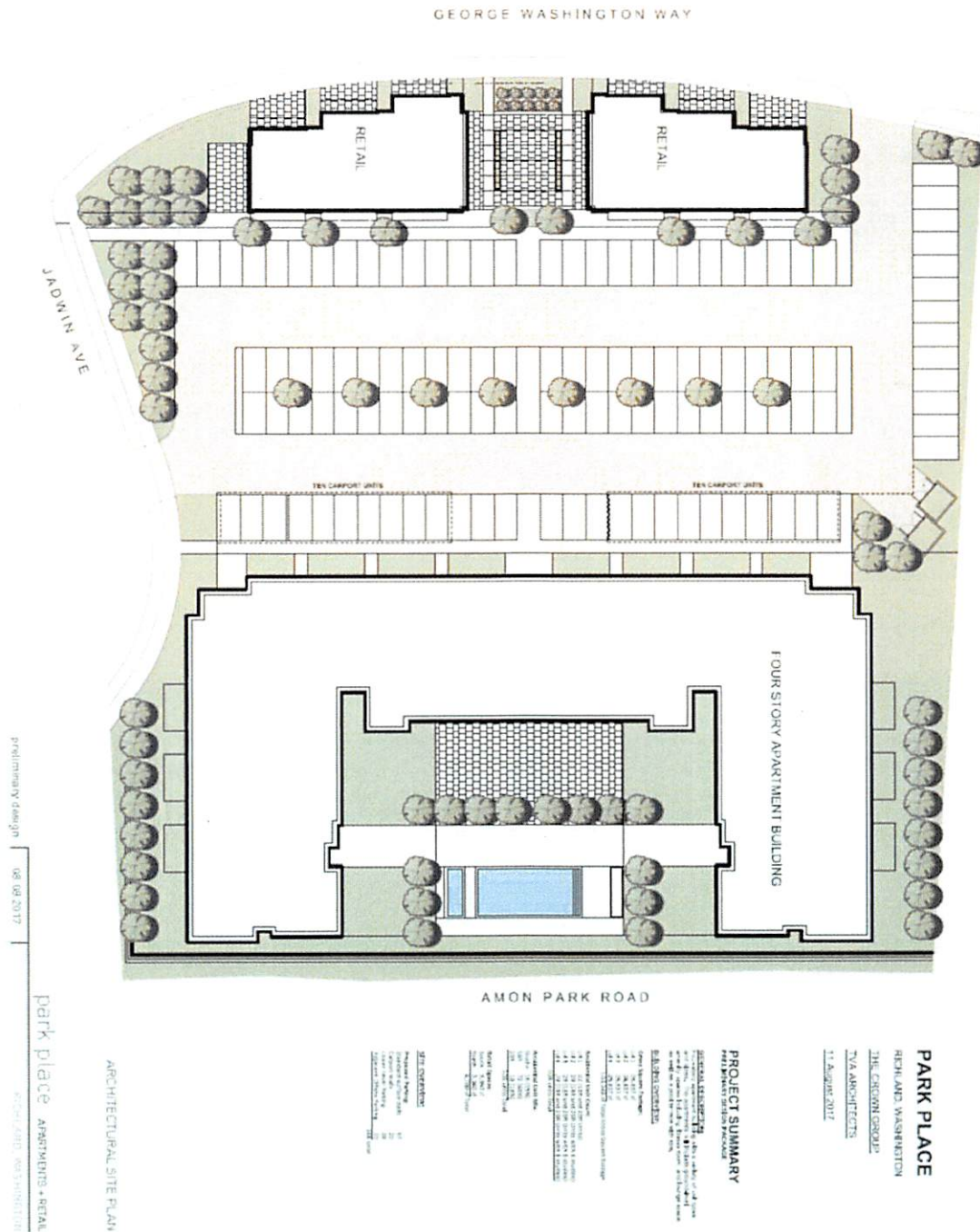
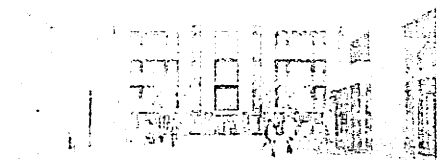




Exhibit G

Project Narrative: This project is a 4-story apartment building with 106 apartments, two 3,350 sq. ft. retail buildings, and parking for 165 cars (of which 28 will be underground parking). The apartment building will also have approximately 5,000 sq. ft. of lower level tenant storage (or possible retail) and will have one or two elevators, a fitness center, a lounge area, and outdoor amenities including a pool, spa, fire pit and BBQ/Picnic area in an enclosed courtyard.

This project will be the first mixed use, urban complex in the Tri Cities. It will also be the first apartment complex in the Tri Cities that is elevator served and provides underground parking. All rents will be market rate.



park place
APARTMENTS + RETAIL

RICHLAND, WASHINGTON



John Dam Plaza
new amphitheater, public events, food carts, and festivals

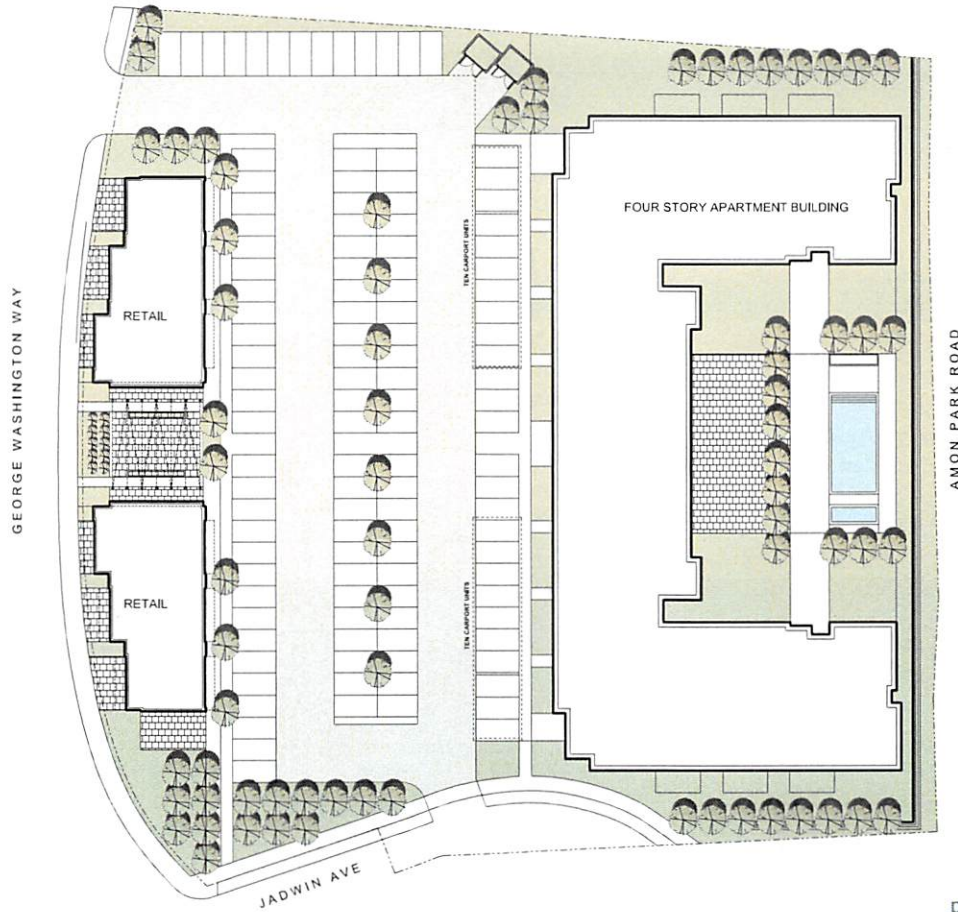
The Parkway
specialty food and retail area, the heart of richland's downtown, catering to local businesses. additionally, the parkway is the site of the richland farmers' market

Howard Amon Park
richland's primary riverfront public park includes a boat launch, fishing, a wading pool, kids' play areas, biking and hiking trails, tennis courts, and special events such as boat races and the Queen of the West paddlewheeler

PARK PLACE

Richland Community Center

Gillespie Parkway



PARK PLACE

RICHLAND, WASHINGTON

THE CROWN GROUP

TVA ARCHITECTS

11 August 2017

PROJECT SUMMARY

PRELIMINARY DESIGN PACKAGE

GENERAL DESCRIPTION:
Preliminary site plan showing building with a variety of unit types and spaces. The site plan shows the building footprint, parking, and landscaping. The site plan also shows the building footprint, parking, and landscaping. The site plan also shows the building footprint, parking, and landscaping.

BUILDING OVERVIEW

Building Footprint:
L1: 10,000 sq ft
L2: 10,000 sq ft
L3: 10,000 sq ft
L4: 10,000 sq ft
Total: 40,000 sq ft

Residential Unit Count:
L1: 10 units
L2: 10 units
L3: 10 units
L4: 10 units
Total: 40 units

Residential Unit Mix:
Studio: 10 units
1BR: 10 units
2BR: 10 units
3BR: 10 units
Total: 40 units

Retail Space:
Total: 10,000 sq ft
Retail: 10,000 sq ft
Total: 10,000 sq ft

SETBACK OVERVIEW

Proposed Building: 10
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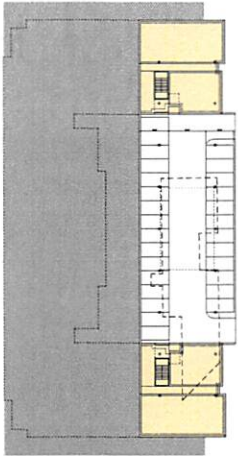
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ARCHITECTURAL SITE PLAN



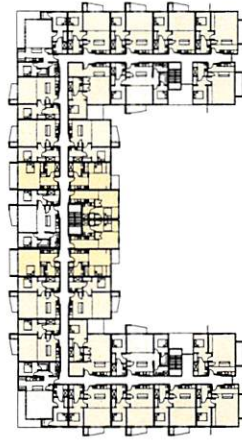
lower level plan
storage, amenity, and parking



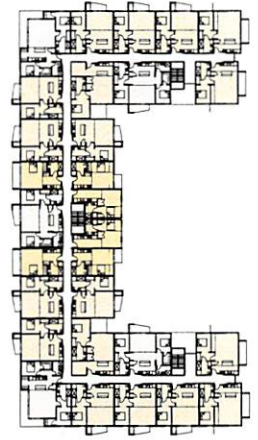
ground level plan
amenity and residential



level two plan
residential



level three plan
residential



level four plan
residential



CONCEPTUAL RENDERINGS



CONCEPTUAL RENDERINGS



CONCEPTUAL RENDERINGS



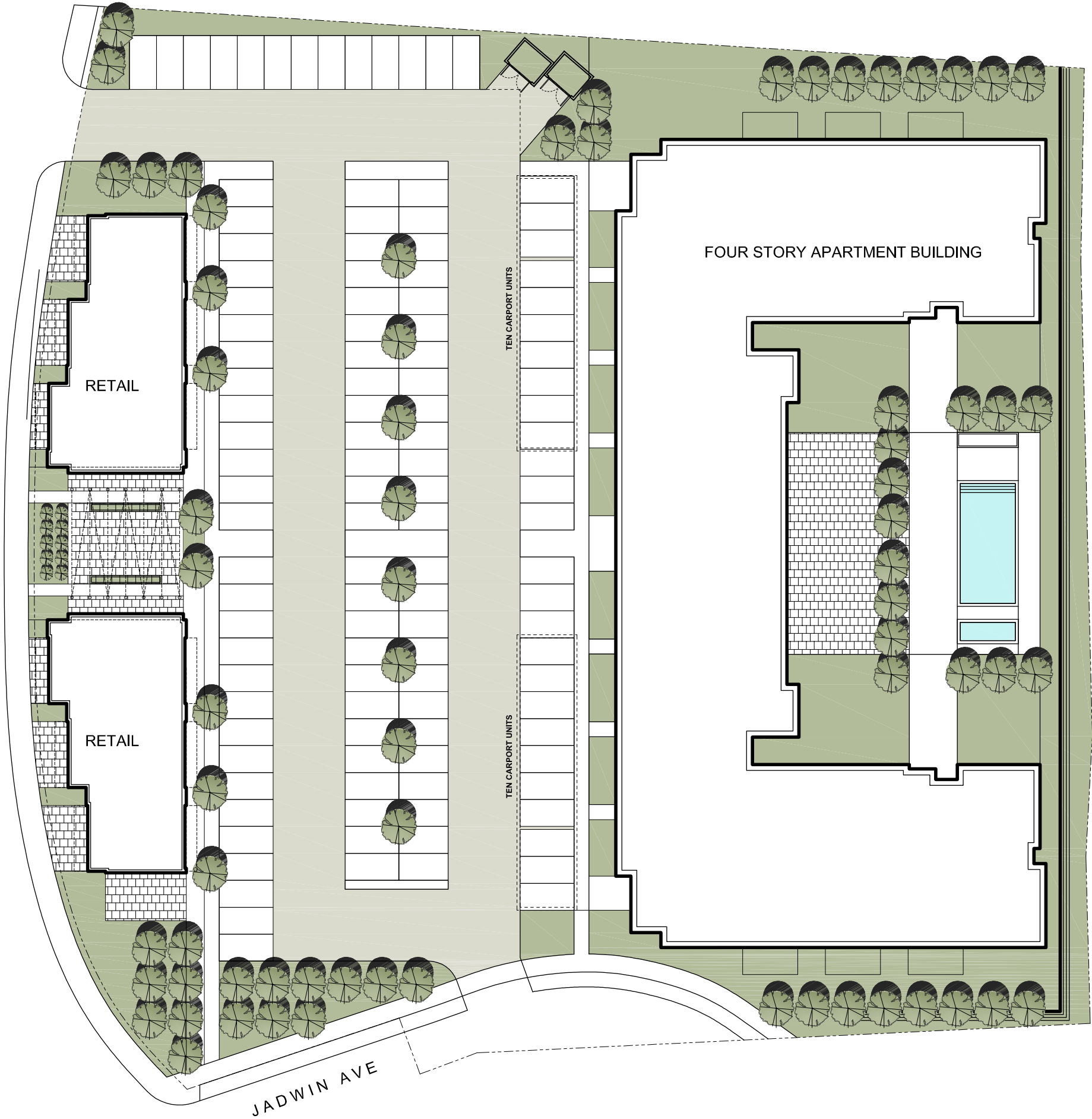
CONCEPTUAL RENDERINGS

Park Place Apartments

See Section 10.3.3 of the Purchase and Sale Agreement, as amended. The highlighted "*" actions below represent the milestones that must be met by Purchaser in order to avoid default under the Agreement.

Responsible Party	Action Item	Estimated Critical Date	Date Completed	Money Due
Borrower	Project Engagement	Friday, August 4, 2017		
Borrower	Send items needed for Concept meeting	Sunday, August 6, 2017		
Berkadia	Complete concept meeting package	Sunday, August 13, 2017		
Berkadia	Submit concept meeting package to HUD	Tuesday, August 15, 2017		
HUD	Schedule concept meeting	Friday, August 25, 2017		
HUD	Concept meeting held	Friday, September 8, 2017		
HUD	Received Feedback from HUD	Wednesday, September 13, 2017		
Berkadia	Order 3rd Party Reports	Friday, September 15, 2017		\$25,000 to Berkadia- \$20k for 3rd Party Reports (Appraisal, Market Study, and Phase I) & \$5k Processing Fee *
Market Analyst & D3G	Receive 3rd Party Reports	Sunday, October 15, 2017		
* Contractor	DRAFT 2328 Contractor's Cost Estimate	Friday, November 3, 2017		
Berkadia	Pre-Application delivered to Berkadia Chief Underwriter for review with 3rd party reports	Sunday, October 29, 2017		
Berkadia	Berkadia underwriter review completed. Submit PRE-APPLICATION to HUD.	Sunday, November 12, 2017		15% of Loan Amount Due to HUD for Pre-Application Fee *
* Architect	Send 85% drawings (design & MEPs) to Berkadia for 3rd party preliminary review	Wednesday, December 27, 2017		
HUD	HUD Issues Invitation	Wednesday, December 27, 2017		\$20,000 to Berkadia for Firm Application Reports: A&E Cost Review and Firm Appraisal *
Berkadia/D3G	Provide checklist of required documents to General Contractor & Architect	Thursday, December 28, 2017		
D3G	Send Final comments to Architect for incorporation into bid set	Sunday, February 11, 2018		
* Architect	"FINAL BID SET" of Plans and specs to GC with D3G comments addressed	Sunday, February 25, 2018		
* Management Firm	All documentation delivered to Berkadia for completion of preliminary underwriting	Sunday, February 25, 2018		
* Contractor & Architect	All documentation delivered to Berkadia for completion of preliminary underwriting	Sunday, February 25, 2018		
* Borrower	All documentation delivered to Berkadia for completion of preliminary underwriting	Sunday, February 25, 2018		
* Contractor	GC Provides FINAL bid on 2328 and 2328-L1	Wednesday, February 28, 2018		
D3G	Deliver reviewed 2328 to Appraiser	Monday, March 5, 2018		
Appraiser	Final Appraisal Report Completed	Sunday, March 11, 2018		
D3G	A&E/Cost Review Reports Completed	Sunday, March 11, 2018		
* Architect	2 sets of Final plans and specs to Berkadia for HUD Firm App	Monday, March 12, 2018		
Berkadia	Firm Application to Chief Underwriter for final review	Wednesday, March 21, 2018		
Berkadia	Chief underwriter completes final underwriting review	Wednesday, March 28, 2018		
Berkadia	Loan Committee Approval	Wednesday, April 4, 2018		
Berkadia	Firm Application delivered to HUD	Thursday, April 5, 2018		15% of Loan Amount Due to HUD for Pre-Application Fee *
HUD	HUD Issues FIRM-COMMITMENT	Sunday, May 20, 2018		
Berkadia	Rate Lock with Mortgagor	Monday, May 21, 2018		50% Rate Lock Deposit Due to Berkadia (Refunded at the Closing Table) *
Attorney	Begin preparing closing documents	Tuesday, May 22, 2018		
Berkadia	Initial closing with HUD	Tuesday, June 19, 2018		
Contractor	Begin Construction	Wednesday, June 20, 2018		

GEORGE WASHINGTON WAY



PARK PLACE

RICHLAND, WASHINGTON

THE CROWN GROUP

TVA ARCHITECTS

11 August 2017

PROJECT SUMMARY
PRELIMINARY DESIGN PACKAGE

GENERAL DESCRIPTION:
Four-story apartment building with a variety of unit types and sizes. The apartments will include ground-level amenity spaces including fitness room, and lounge space, as well as a pool terrace with spa.

BUILDING OVERVIEW:

Gross Square Footage:	
Lvl 1	25,837 sf
Lvl 2	25,837 sf
Lvl 3	25,837 sf
Lvl 4	25,837 sf
103,348 sf Total Gross Square footage	

Residential Unit Count:	
Lvl 1	22 (1BR and 2BR Units)
Lvl 2	29 (1BR and 2BR Units with 6 studios)
Lvl 3	29 (1BR and 2BR Units with 6 studios)
Lvl 4	29 (1BR and 2BR Units with 6 studios)
106 units Total	

Residential Unit Mix:	
Studio	16 (15%)
1BR	72 (68%)
2BR	18 (18%)
106 units Total	

Retail Spaces:	
South	3,350 sf
North	3,350 sf
6,700 sf Total	

SITE OVERVIEW:

Proposed Parking:	
Standard surface stalls	97
Carport stalls	20
Lower Level Parking	28
Adjacent Offsite Parking	20
165 total	

ARCHITECTURAL SITE PLAN



CONCEPTUAL RENDERINGS





ENTRANCE
CLEARANCE 8'-0"

