



Agenda
City Council Regular Meeting
Tuesday, September 1, 2020 - 6:00 p.m.
Zoom – Public Telephone Access: 1-669-900-6833
Meeting ID No. 939 6838 4841 Password: 556361

Pursuant to Resolution No. 100-20, this meeting will be conducted remotely via Zoom and broadcast live on CityView Channel 192 and at ci.richland.wa.us. If you wish to provide comments for the Public Hearing and/or Public Comments portion of the meeting, please register here by 4:00 p.m. on the day of the meeting. Only those who register by the 4:00 p.m. deadline will be permitted to speak or have their comments read into the record during the meeting. Written comments that exceed two minutes when read aloud may not be read in their entirety, but will be available in the record for Council review.

City Council Regular Meeting - 6:00 p.m. (Virtual via Zoom)

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

1. Proclamation - Attendance Awareness Month
- Ryan Lukson, Mayor
2. Proclamation - Childhood Cancer Awareness Month
- Ryan Lukson, Mayor
3. COVID-19 Update
- Cindy Reents, City Manager

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

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

Consent Calendar: Approved by single vote; Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes - Approval:

4. Approval of the August 18, 2020 Council Meeting Minutes
- Heather Kintzley, City Attorney.

Ordinances - First Reading:

5. Ordinance No. 27-20, Amending the 2020 Budget in the General Fund
- John Bruce, Chief of Police

6. Ordinance No. 28-20, Amending Richland Municipal Code Section 12.08.020 relating to Right-of-Way Construction Permits
- Heather Kintzley, City Attorney.

Ordinances - Second Reading & Passage:

7. Ordinance No. 25-20, Amending Richland Municipal Code Title 27: Signs
- Kerwin Jensen, Development Services Director
8. Ordinance No. 26-20, Amending the 2020 Budget in the General Fund
- Joe Schiessl, Parks & Public Facilities Director.

Resolutions - Adoption:

9. Resolution No. 93-20, Authorizing a Purchase and Sale Agreement with Barnes BTKM Enterprises, LLC
- Kerwin Jensen, Development Services Director
10. Resolution No. 127-20, Setting a Public Hearing Date related to the Proposed Vacation of a Portion of Robertson Drive
- Pete Rogalsky, Public Works Director
11. Resolution 128-20, Approving the Final Plat of Goose Ridge Estates - Phase I
- Mike Stevens, Planning Manager
12. Resolution No. 129-20, Authorizing a Purchase and Sale Agreement with 3 Rivers Diesel, LLC
- Kerwin Jensen, Development Services Director
13. Resolution No. 130-20, Authorizing a Master License Agreement with ExteNet Systems, Inc. for Wireless Small Cell Facilities
- Heather Kintzley, City Attorney.

Items - Approval:

14. Appointments to the Utility Advisory Committee: Charlton Campbell and Larry Felton
- Heather Kintzley, City Attorney.

Expenditures - Approval:

Items of Business:

15. Resolution No. 125-20, Establishing the 2020 Docket of Comprehensive Plan Policies, Maps and Zoning Code Amendments
- Kerwin Jensen, Development Services Director
16. Anticipated Motion for Reconsideration: Ordinance No. 07-20, Amending Section 2.04.110 of the Richland Municipal Code related to Term Limits for Boards, Commissions and Committees
- Heather Kintzley, City Attorney

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

Richland City Hall is ADA accessible. Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 942-7389.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/1/2020

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Proclamation - Attendance Awareness Month

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

None.

Summary:

Mayor Lukson will present a proclamation declaring September 2020 to be Attendance Awareness month.

Fiscal Impact:

None.

Attachments:

I. Attendance Awareness Month Proclamation



Proclamation

WHEREAS, now, more than ever before, good attendance in school is essential to student achievement and progress toward graduation; and

WHEREAS, the COVID-19 pandemic has created additional barriers to student participation in school; and

WHEREAS, chronic absence – missing ten-percent, two or three days a month or more, is a proven predictor of academic trouble and dropout rates, and weakens our communities and local economy; and

WHEREAS, all students, even those who show up regularly, are affected by chronic absence because teachers must spend time reviewing for students who missed lessons; and

WHEREAS, student absenteeism can be significantly reduced when schools, parents and communities work together to monitor and promote good attendance and address hurdles that keep children from participating in school;

NOW, THEREFORE, I, Ryan Lukson, by virtue of the authority vested in me as Mayor of the City of Richland, Washington, do hereby proclaim that the City of Richland will stand with the nation in recognizing September as

“Attendance Awareness Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington this 1st day of September 2020.



Ryan Lukson, Mayor



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/1/2020

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Proclamation - Childhood Cancer Awareness Month

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Proclamation

Recommended Motion:

None.

Summary:

Mayor Lukson will present a proclamation declaring September 2020 to be Childhood Cancer Awareness Month.

Fiscal Impact:

None.

Attachments:

I. Childhood Cancer Proclamation



Proclamation

WHEREAS, pediatric cancer is the leading cause of death by disease in children; and

WHEREAS, 1-in-285 children in the United States will be diagnosed with pediatric cancer by their 20th birthday; and

WHEREAS, 80 percent of childhood cancer cases are diagnosed only after the disease has metastasized and spread to other parts of the body; and

WHEREAS, two-thirds of childhood cancer patients will have long-lasting chronic conditions as a result of the treatment they go through; and

WHEREAS, pediatric cancer cases have increased twenty-four percent over the last forty years, equal to forty-three children per day, or 15,780 children a year, diagnosed with cancer in the United States; and

WHEREAS, the National Cancer Institute recognized the unique research needs of childhood cancer and increased funding to conduct this research; and

WHEREAS, researchers and healthcare professionals work diligently to dedicate their expertise to treat and cure children with cancer; and

WHEREAS, too many children are affected by this deadly disease, and more must be done to raise awareness and find a cure for all childhood cancers.

NOW, THEREFORE, I, Ryan Lukson, by virtue of the authority vested in me as Mayor of the City of Richland, Washington, do hereby declare September to be

“Childhood Cancer Awareness Month”

in Richland, and I encourage all people in our city to join me in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, this 1st day of September, 2020.



Mayor Ryan Lukson



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/1/2020

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:
COVID-19 Update

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/1/2020

Agenda Category: Minutes - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the August 18, 2020 Council Meeting Minutes

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Minutes

Recommended Motion:

Approve the minutes of the Council meeting held on August 18, 2020.

Summary:

Draft meeting minutes from the Richland City Council meeting held on August 18, 2020 are presented for Council's consideration and approval.

Fiscal Impact:

None.

Attachments:

- I. Draft August 18, 2020 City Council Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Zoom - Public Telephone Access: (888) 788- 0099 or (833) 548-0276

Meeting ID No. 924 4976 9867

Tuesday, August 18, 2020 - 6:00 p.m.

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

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

Welcome and Roll Call

Mayor Lukson welcomed those attending the virtual meeting.

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

COUNCILMEMBER CHRISTENSEN MOVED AND MAYOR PRO TEM KENT SECONDED THE MOTION TO EXCUSE COUNCILMEMBERS ALVAREZ AND THOMPSON. THE MOTION CARRIED 4-0.

Also remotely present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Fire & Emergency Services Director Huntington, Development Services Director Jensen, Planning Manager Stevens, Administrative Services Director Koch, Public Works Director Rogalsky, Parks & Public Facilities Director Schiessl, Energy Services Director Whitney and City Clerk Rogers.

Mayor Lukson announced that Council received a resignation notice from Councilmember Anderson that was effective immediately. Mayor Lukson read the letter into the record. Mayor Lukson expressed gratitude to Mr. Anderson for his years of service and wished him well.

Councilmember Lemley wished Mr. Anderson and his family well.

Mayor Pro Tem Kent thanked Mr. Anderson for his service and stated that she hopes he will be able to continue some level of involvement in the community. Mayor Pro Tem Kent added that it was a privilege to serve with Mr. Anderson, even in times of disagreement.

Councilmember Christensen shared that he served with Mr. Anderson for five years on the Parks & Recreation Commission, and nine years on the Richland City Council. Councilmember Christensen praised Mr. Anderson for his representation and wished him well.

City Manager Reents stated that Mr. Anderson has been a great source of support to her and the staff through the years and will be missed. She thanked Mr. Anderson for his dependability as a councilmember and willingness to travel in his representation of the City. City Manager Reents wished Mr. Anderson and his family well.

Pledge of Allegiance

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

Approval of Agenda

PRIOR TO MAKING A MOTION TO APPROVE THE AGENDA, MAYOR LUKSON PULLED ITEM NO. 4, ORDINANCE NO. 21-20 RELATING TO PARKING PROHIBITED ON CERTAIN STREETS. ITEM NO. 4 WAS MOVED TO ITEM OF BUSINESS NO. 1 ON THE AGENDA. MAYOR LUKSON ALSO PULLED ITEM NO. 7, ORDINANCE NO. 07-20, RELATING TO TERM LIMITS FOR BOARDS, COMMISSIONS AND COMMITTEES. ITEM NO. 7 WAS MOVED TO ITEM OF BUSINESS NO. 2 ON THE AGENDA.

MAYOR LUKSON MOVED AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION TO APPROVE THE AGENDA AS AMENDED. THE MOTION CARRIED 4-0.

Presentations

1. COVID-19 Update

City Manager Reents announced that she has been working with the Benton-Franklin Health District (BFHD) and Department of Health to advocate for the opening of additional businesses and activities. Benton County's R-naught number remains just below 1.0, which aligns with the Department of Health's recommended number.

With the continued decline of confirmed positive cases, BFHD Health Officer Dr. Person stated that Benton County is in sight of the metric for opening schools sometime this fall.

City Manager Reents provided statistics relating to COVID-19 patients in hospitals. The BFHD is continuing to urge citizens to wear masks, maintain social distancing and practice good hygiene. BFHD has hired twenty-four (24) temporary staff dedicated to contact tracing, which should result in more accurate information used for analysis.

The Toyota Center community testing site, operated by the National Guard, has been closed. The HAPO Center community testing in Pasco remains open, and up to five hundred (500) tests can be administered each day.

City Manager Reents reiterated that the City continues its collaboration with BFHD and the Department of Health in advocating for additional allowable activities such as recreation, fitness, outdoor gatherings, building capacity of indoor services, indoor capacity for professional services, photography, in-home/domestic services, indoor dining, travel and card rooms.

The Richland Public Library's curbside service has proven successful, and families lined up to received "Bored in a Box" activity boxes from Richland's recreation staff.

City Manager Reents stated that several businesses have applied for outdoor use waivers, and further clarified that the waivers are available for all Richland businesses, regardless of the business type.

City Manager Reents invited Development Services Director Jensen to provide an economic development update. Mayor Lukson also asked Director Jensen to provide information regarding the outdoor seating concept for businesses.

Development Services Director Jensen provided the following overview on available federal funding assistance:

- CDBG Program: \$179,543 received from Housing and Urban Development (HUD);
- HOME Funds: \$700,000 received for emergency short-term tenant-based rental assistance;
- 2020 CDBG Grant: \$160,000 reallocated to small business loans.

Development Services Director Jensen reported that staff is reaching out to struggling businesses to offer resources and support. Sixteen (16) small businesses have qualified for the City's stabilization loan grant program, and thirteen (13) outdoor use waivers have been issued. Development Services Director Jensen clarified that the outdoor use waivers are not limited to restaurants, and can be used for other services such as retail sidewalk sales.

In response to questions from Mayor Lukson regarding activities in Kennewick, Development Services Director Jensen explained that Kennewick's Downtown Development Authority is responsible for authorizing certain outdoor uses on Kennewick Avenue. Director Jensen offered to explore similar programs for Richland if Council so desires.

A question and answer period ensued with Council and Director Jensen regarding the closure of certain parking sections of The Parkway business area to allow for outdoor business expansion. Mayor Pro Tem Kent and Councilmember Christensen shared concerns with the parking challenges this might cause, especially in light of the fact that not every business in The Parkway is a retail business. Council asked staff to contact businesses in The Parkway to solicit their opinions on the matter.

Mayor Lukson provided information relating to the reopening of certain businesses, possible school opening in the fall, and the availability of at-home testing kits for long-term care facilities.

2. Comprehensive Plan Amendments

Development Services Director Jensen provided an overview of the City's construction activity for the months of January through July, 2020. Director Jensen then announced that the City is offering virtual inspections for various projects such as water heater

replacements, furnace replacements, window installments, and heat pump/mini split inspections. Lastly, he provided information on notable commercial projects.

Department Services Director Jensen presented on the proposed 2020 Docket of Comprehensive Plan policies, maps and zoning code amendments. Two (2) items will be presented for Council's consideration for placement on the 2020 Docket at a meeting in September. The purpose of tonight's presentation was to introduce the items to Council and give brief background on each.

Public Hearings

None.

Public Comments

City Clerk Rogers read the Public Comments procedures.

The following individuals submitted comments to be read aloud:

Mr. Christopher Krowiak - 1523 Hains Ave., Richland, WA: Mr. Krowiak submitted comments relating to concerns with parking on Hains Avenue.

Ms. Francesca Maier - 2146 Hudson Ave., Richland, WA: Ms. Maier submitted comments opposing Ordinance No. 21-20 regarding parking on Hains Avenue, and requested the implementation of traffic calming to encourage slower speed limits if parking will be prohibited on both sides of the street.

Lora Rathbone - 538 Fuller Street, Richland, WA: Ms. Rathbone submitted comments opposing Ordinance No. 07-20 regarding waiver of term limits, and suggested that term limits be reduced.

Lauren Wanamaker - 1309 Hains Ave., Richland, WA: Ms. Wanamaker wrote in support of Ordinance No. 21-20 regarding parking on Hains Avenue, citing that visibility is often an issue when vehicles and large boats are parked on both sides of the street. Additionally, Ms. Wanamaker proposed that signage be placed on the street to assist with enforcement of the current 25 mph speed limit.

The following individuals provided comments via telephone:

Dori Luzzo-Gilmour - 2051 Howell Ave. Richland, WA: Ms. Luzzo-Gilmour expressed gratitude for the recently implemented library curbside service. Ms. Luzzo-Gilmour then provided comments opposing the adoption of Ordinance No. 07-20 related to waiver of term limits. Ms. Luzzo-Gilmour thanked Brad Anderson for his service, and added that he will be greatly missed.

Molly Petersen - 1420 Stevens Drive, Richland, WA: Ms. Peterson provided comments opposing Ordinance No. 20-21 related to parking on Hains Avenue.

Ms. Randy Slovic - 74 Newcomer Street, Richland, WA: Ms. Slovic thanked Mayor Lukson for pulling the two agenda items from the consent calendar, and agreed with statements made by Ms. Dori Luzzo-Gilmour regarding eliminating the term limits for boards, commission and committee members. Ms. Slovic urged Council to consider safe routes for traffic on residential streets. Ms. Slovic also commented on a staff member's spouse being allowed to serve on a City board for twenty years.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

COUNCILMEMBER CHRISTENSEN MOVED AND MAYOR LUKSON SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS AMENDED. THOSE IN FAVOR: MAYOR LUKSON, MAYOR PRO TEM KENT AND COUNCILMEMBERS CHRISTENSEN AND LEMLEY. THOSE OPPOSED: NONE. THE MOTION CARRIED 4-0.

Minutes

3. Approval of the August 4, 2020 City Council Meeting Minutes

Ordinances - First Reading

4. Ordinance No. 21-20, Amending Richland Municipal Code Section 11.40.030 related to Parking Prohibited on Certain Streets **(PULLED AND RELOCATED TO ITEMS OF BUSINESS AS ITEM NO. 1)**
5. Ordinance No. 25-20, Amending Richland Municipal Code Title 27: Signs
6. Ordinance No. 26-20, Amending the 2020 Budget in the General Fund

Ordinances - Second Reading & Passage

7. Ordinance No. 07-20, Amending Section 2.04.110 of the Richland Municipal Code related to Term Limits for Boards, Commissions and Committees **(PULLED AND RELOCATED TO ITEMS OF BUSINESS AS ITEM NO. 2)**
8. Ordinance No. 17-20, Amending Richland Municipal Code Title 20: Life Safety
9. Ordinance No. 18-20, Amending Richland Municipal Code Title 21: Buildings and Construction

10. Ordinance No. 23-20, Amending Richland Municipal Code Sections 19.20.010 and 23.50.040 related to Procedures for Processing Planned Unit Developments
11. Ordinance No. 24-20, Amending the 2020 Budget in the Parks Capital Construction Fund

Resolutions - Adoption

12. Resolution No. 45-20, Authorizing a Repurchase Agreement with Energy Northwest
13. Resolution No. 117-20, Authorizing an Application to the Benton County Rural County Capital Fund for the Center Parkway – North – Gage to Tapteal Drive Project
14. Resolution No. 123-20, Authorizing Amendments to the City's Governmental Money Purchase Plans & Trusts and 457 Deferred Compensation Plans to Implement Provisions of the Setting Every Community Up for Retirement Enhancement Act

Items - Approval

None.

Expenditures - Approval

15. Expenditures from July 1, 2020 to July 31, 2020 for \$30,233,301.83 including Check Nos. 280907-281795, Travel Check Nos. 19930-19932, Wire Nos. 8198- 8227, Payroll Check Nos. 167010-168065, Payroll Wire/ACH Nos. 11590- 11635, and Pension Check Nos. 5539-5567

Items of Business

1. Ordinance No. 21-20, Amending Richland Municipal Code Section 11.40.030 related to Parking Prohibited on Certain Streets **(PULLED FROM CONSENT CALENDAR)**

City Attorney Kintzley provided an overview of the proposed ordinance.

Mayor Pro Tem Kent stated that she approves the ordinance for first reading, but is asking staff to further study the issues relating to speeding, accessibility and visibility before bringing the ordinance for second reading and passage. Mayor Pro Tem Kent also asked for opinions from staff on how to address speeding on Hains and Newcomer.

Councilmember Christensen and Mayor Lukson agreed with statements made by Mayor Pro Tem.

MAYOR LUKSON MOVED AND COUNCILMEMBER THOMPSON SECONDED THE MOTION TO APPROVE ORDINANCE NO. 21-20 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: MAYOR LUKSON, MAYOR PRO TEM KENT,

CHRISTENSEN AND LEMLEY. THOSE OPPOSED: NONE. THE MOTION CARRIED 4-0.

2. Ordinance No. 07-20, Amending Section 2.04.110 of the Richland Municipal Code related to Term Limits for Boards, Commissions and Committees **(PULLED FROM CONSENT CALENDAR)**

City Attorney Kintzley provided an overview of the proposed code amendment.

Councilmember Christensen addressed concerns raised during the public comment period regarding the ordinance, and shared his support of the ordinance.

Mayor Pro Tem Kent shared her opposition to the ordinance.

MAYOR LUKSON MOVED AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION TO APPROVE ORDINANCE NO. 07-20 FOR SECOND READING AND PASSAGE. THOSE IN FAVOR: MAYOR LUKSON, CHRISTENSEN AND LEMLEY. THOSE OPPOSED: MAYOR PRO TEM KENT. THE MOTION FAILED FOR LACK OF A MAJORITY OF ALL COUNCILMEMBERS AS REQUIRED BY ARTICLE III, SECTION 3.02 OF THE RICHLAND CITY CHARTER.

Note: The City Attorney stated during the meeting that the ordinance passed based on the general rule for conducting business under Robert's Rules of Order. However, the Richland City Charter deviates from this general rule. The City Attorney promptly notified City Council and the City Manager that Ordinance No. 07-20 failed for lack of a majority vote of all councilmembers as required by Article III, Section 3.02 of the Richland City Charter.

Reports and Comments

City Manager

City Manager Reents requested Council to clarify if it would like to advertise the vacant council seat. City Manager Reents then provided an overview on the process for filling council vacancies as determined by Chapter 2.04 of the Richland Municipal Code. Council confirmed its desire to fill the vacancy, and directed City Manager Reents to advertise the vacancy and follow the interview process used in previous appointments.

City Council

Councilmember Christensen thanked Mayor Lukson and City Manager Reents for their efforts in advocating for the reopening of businesses and schools. He added that constituents have expressed discouragement in the slow progress Benton County has made under Washington's *Safe Start* reopening plan. Councilmember Christensen also thanked Brad Anderson for his contributions and wished him well.

Councilmember Lemley wished Brad Anderson well.

Mayor Pro Tem Kent voiced appreciation to Brad Anderson and wished him well. Mayor Pro Tem Kent also congratulated City Clerk Rogers on earning a Master Municipal Clerk designation from the International Institute of Municipal Clerks Association (IIMC). When invited to comment, City Clerk Rogers thanked Mayor Pro Tem Kent and Council for the recognition, and added her thanks for the support of immediate supervisor City Attorney Kintzley and City Manager Reents.

Mayor

Mayor Lukson thanked Brad Anderson for his years of service and friendship. Mayor Lukson stated that he anticipates the reopening of more industries and business in the near future, and added that the progress made to date is the result of the advocacy and hard work of our citizens.

Adjournment

Mayor Lukson adjourned the meeting at 7:23 p.m.

APPROVED:

ATTESTED:

Ryan Lukson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/1/2020

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 27-20, Amending the 2020 Budget in the General Fund

Department:
Police Services

Ordinance/Resolution Number:
27-20

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 27-20, accepting \$275,250 from the Seattle Police Department for the purchase of a forensic van and authorizing a budget adjustment in the General Fund.

Summary:

The Seattle Police Department receives funding to support investigation and prosecution of Internet Crimes Against Children (ICAC) crimes, and desires to grant some of its available funding to the Richland Police Department to further the mission of the Washington ICAC Task Force.

Pass through funding in the amount of \$275,250 for the purchase of a forensic van is being provided for use by the Southeast Regional Internet Crimes Against Children (SERICAC) Task Force detectives.

The parties will execute a memorandum of understanding capturing the terms and conditions of the grant funding arrangement. The document is currently in draft form, and provided as an attachment to this staff report for information only. While the deal points have been identified and decided, some legal provisions remain subject to change before execution.

Staff recommends approval of Ordinance No. 27-20 for first reading, by title only.

Fiscal Impact: Funds in the amount of \$275,250 will be granted to the Richland Police Department. No matching funds are required by the City.

Attachments:

1. Ordinance No. 27-20
2. Draft MOU with Seattle Police Department

ORDINANCE NO. 27-20

AN ORDINANCE of the City of Richland amending the 2020 Budget to provide for additional appropriations in the City's General Fund.

WHEREAS, on November 19, 2019, the Richland City Council approved Ordinance No. 55-19 approving the 2020 Budget; and

WHEREAS, the Seattle Police Department (SPD) is the Lead Agency for Washington State's Internet Crimes Against Children (ICAC) Task Force; and

WHEREAS, SPD receives funding to support investigations and prosecution of ICAC crimes, and shares this funding with participating Task Force members such as the Richland Police Department (RPD) to further the mission of the Task Force; and

WHEREAS, SPD, as lead agency for the Washington State ICAC Task Force, will provide to RPD state pass-through funds in an amount not to exceed \$275,250 to be used for a forensic van for the ICAC detectives; and

WHEREAS, no funds were appropriated in the 2020 Budget in the General Fund for the purchase of a forensic van.

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

Section 1. Amendment of the 2020 Budget. Funding as described herein is hereby accepted from the Seattle Police Department, and the 2020 Budget is hereby amended to provide additional appropriations in the General Fund for the purchase of a forensic van as follows:

General Fund

Current Appropriation:	\$ 63,004,264
Increase in Appropriation:	<u>\$ 275,250</u>
Amended Appropriation:	<u>\$ 63,279,514</u>

Section 2. The City Manager is hereby authorized to execute a Memorandum of Understanding with the Seattle Police Department setting out the terms and conditions of the pass-through funding as determined to be in the best interests of the City.

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

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____



MEMORANDUM OF UNDERSTANDING

BETWEEN

SEATTLE POLICE DEPARTMENT

AND

THE CITY OF RICHLAND - RICHLAND POLICE DEPARTMENT

THIS AGREEMENT is made and entered into by and between:

City of Seattle Police Department (SPD), hereinafter referred to as "SPD" and City of Richland on behalf of the Police Department (RPD), hereinafter referred as recipient; and

WHEREAS, the Seattle Police Department is the Lead Agency for Washington State's Internet Crimes Against Children (ICAC) Task Force; and

WHEREAS, Recipient is a member of the ICAC Task Force and requires assistance to support its investigation and prosecution of ICAC crimes; and

WHEREAS, the Seattle Police Department receives funding to support investigation and prosecution of ICAC crimes, and desires to share this funding with Task Force Members to further the mission of the Task Force.

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

IT IS THEREFORE MUTUALLY AGREED THAT:

1. SPD, as lead agency for WA ICAC TF, will provide state pass through funds in the amount not to exceed \$250,000 (plus tax) to RPD.
2. Recipient understands that the funds are from a state allocation, and come with all of the standard spending and reporting requirements of such funds.
3. These funds are to be used for the funding of a forensic van for the ICAC detectives.
4. The reimbursement shall be based on actual costs not to exceed \$275,250.00.
5. In the event the MOU requires a change in scope or an increase in cost beyond the amount agreed to, SPD and RPD shall agree to any such changes in writing prior to the commencement of Services requiring the change in the scope or cost increase.

TERM OF AGREEMENT

This is a one-time pass-through fund allocation. This Agreement commences June 2020 and terminates December 2021. This Agreement may be modified and continued, by amendment, for work beyond this date, by mutual agreement of the parties.

PAYMENT

SPD will pay RPD for work covered in the Scope of Work for actual costs incurred by RPD.

The funding limit shall not exceed \$275,250.00 and shall reflect the Parties' best estimate of the cost of work to be accomplished under this Agreement. SPD shall not be obligated for any expenditure in excess of the funding limit unless prior written authorization is received. Actual amounts reimbursed under this Agreement shall be based on actual costs

incurred by RPD. In no event, shall any Party be paid for costs that are not documented pursuant to the requirements of this Agreement.

SPD will pay RPD pursuant to the following provisions, unless otherwise agreed in writing:

1. RPD shall submit to SPD an invoice for Services performed no later than thirty (30) calendar days following the month in which the Services were performed. Invoice shall include a summary of total costs billed to date. Any request for payment for work performed prior to the issuance of a notice to begin work, or work billed later than ninety (90) calendar days after its completion shall not be eligible for payment.
2. Unless otherwise directed, RPD shall submit invoices and appropriate supporting materials to:

Seattle Police Department
Attn: Kelly Crouch
PO Box 34986
Seattle, WA 98124-4986
kelly.crouch@seattle.gov

AMENDMENTS

No modifications or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify the Agreement by mutual agreement.

INDEMNIFICATION AND HOLD HARMLESS

Recipient shall defend, indemnify, and hold the City harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- The sole negligence or willful misconduct of Recipient, its officials, officers, employees, and agents;
- The concurrent negligence of Recipient, its officials, officers, employees, or agents but only to the extent of the negligence of Recipient, its officials, officers, employees, and agents;
- The negligent performance or non-performance of the contract by Recipient; and

Recipient waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City and its officials, agents, and employees.

INSURANCE

Recipient will insure all equipment purchased under this Agreement against loss or theft. Such insurance shall include the SPD of Seattle as an additional insured and shall not be reduced or canceled without 30 days written prior notice to the SPD. Upon written request of SPD, the Recipient shall provide a certificate of insurance, or a duplicate of the policy as evidence of the insurance protection afforded.

CERTIFICATION REGARDING SUSPENSION & DEBARMENT

Recipient certifies by signing this Agreement that to the best of its knowledge and belief it:

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State Department or Agency.
- Has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
- Has not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, state, or local) terminated for cause of default.

AGENCY CONTACTS

Contact between the parties regarding Agreement administration will be between the representatives of each party or their designee as follows:

RPD	SPD
NAME:	NAME: Captain Mike Edwards
PHONE NO.	PHONE NO. 206-386-9140
EMAIL ADDRESS	EMAIL ADDRESS Kelly.Crouch@Seattle.gov

IN WITNESS, WHEREOF, the Parties hereto have executed this Agreement as of the latest day and year written below.

**CITY OF RICHLAND ON BEHALF OF
RICHLAND POLICE DEPARTMENT**

SEATTLE POLICE DEPARTMENT

Cynthia D. Reents, City Manager

Mark Baird, Chief Operating Officer

Date: _____

Date: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/1/2020

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 28-20, Amending Richland Municipal Code Section 12.08.020 relating to Right-of-Way Construction Permits

Department:

City Attorney

Ordinance/Resolution Number:

28-20

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 28-20, amending Richland Municipal Code Section 12.08.020 related to right-of-way construction permits.

Summary:

The City has need, from time to time, to amend the Richland Municipal Code (RMC) to eliminate ambiguities and resolve conflicts.

RMC 12.08.020 currently requires that any person or entity performing work in the City's right-of-way must first obtain a right-of-way permit. However, when the City lets contracts for capital improvement projects, the terms and conditions of the contract control the work to be performed in the right-of-way, and may include expectations that are different from, or in addition to, the terms found in Chapter 12.08 RMC. To avoid this conflict, a housekeeping amendment to RMC 12.08.020 is necessary to exclude capital improvement projects let by the City of Richland from the right-of-way construction permit requirement.

Staff recommends approval of Ordinance No. 28-20 for first reading, by title only.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 28-20

ORDINANCE NO. 28-20

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 12.08.020 related to right-of-way construction permits.

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to eliminate ambiguity and bring it into alignment with best practices, and

WHEREAS, RMC 12.08.020 requires that any person or entity performing work in the City's right-of-way must first obtain a right-of-way permit; and

WHEREAS, when the City lets contracts for capital improvement projects, the terms and conditions of the contract control the work to be performed in the right-of-way, and may include expectations that are different from or in addition to the terms found in Chapter 12.08 RMC; and

WHEREAS, amending RMC 12.08.020 to exclude capital improvement projects let by the City of Richland from the right-of-way construction permit requirement will eliminate ambiguity and conflict.

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

Section 1. Richland Municipal Code Section 12.08.020, entitled Construction permit required, as first enacted by Ordinance No. 119, and last amended by Ordinance No. 28-01, is hereby amended as follows:

12.08.020 Construction permit required.

Except as provided in subsection D. of this section, a ~~A~~ construction permit is required of any person or entity who performs construction work within existing or proposed city rights-of-way, easements, or on city-owned infrastructure, including, but not limited to:

A. Any attachments to city-owned utility poles that materially changes the clearance, mechanical, structural or electrical characteristics of any joint pole installation;

B. Dig up, break, excavate, tunnel, undermine or to make or cause to be made any excavation in, under or above any right-of-way for any purpose or to place, deposit or leave upon any right-of-way any earth or other excavated material obstructing or tending to interfere with the free use of the right-of-way; or

C. Installation of any new city-owned infrastructure or private utilities. Construction work does not include routine maintenance, water, sewer or irrigation service repairs, new telecommunications, power, phone or cable service connection drops to customers, unless such maintenance, repairs or service connection drops are new pole attachments, disturb the other joint pole users, disturb the roadbed or other public infrastructure, or in any substantial manner obstruct the flow of traffic.

D. Capital improvement projects in which the City executes a construction contract with a contractor are exempt from the right-of-way construction permit requirement.

Notwithstanding any other provision of this title, the city must act on a request for a construction permit by a service provider of telecommunicating services within 120 days of receipt of a completed application, unless the applicant consents to a different time period or the applicant has not obtained all other permits requested by the city.

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

Section 3. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/1/2020

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 5 - Maximize Community Amenities

Subject:

Ordinance No. 25-20, Amending Richland Municipal Code Title 27: Signs

Department:

Development Services

Ordinance/Resolution Number:

25-20

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 25-20, amending Title 27 RMC to allow installation of governmental signs in the right-of-way.

Summary:

The City of Richland has been working for several years in conjunction with the cities of Pasco, Kennewick and West Richland and with the Visit Tri-Cities Convention and Visitors Bureau to create a region-wide wayfinding signage program. Unfortunately, the City's sign code, as currently written, does not accommodate the installation of the proposed wayfinding signage.

On July 20, 2020, the Richland Planning Commission held a public hearing to review the proposed sign code amendment that will allow installation of government signs. At the public hearing, staff presented the Planning Commission with sign code language prepared by the City Attorney. After careful deliberation, the Planning Commission voted to recommend approval of the amendment to Title 27 RMC as recommended by the City Attorney. Provisions that allow for installation of government signs without requiring a permit is common in most municipal sign codes.

Staff recommends approval of Ordinance No. 25-20 for second reading and passage.

Fiscal Impact:

None.

Attachments:

1. Ordinance No. 25-20
2. CA2020-103 - Sign Code Full Staff Report

ORDINANCE NO. 25-20

AN ORDINANCE of the City of Richland amending Richland Municipal Code Title 27: Signs.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to eliminate conflicts and ambiguities, and to bring local ordinances into alignment with state and federal law; and

WHEREAS, Title 27 of the Richland Municipal Code addresses Richland's sign code; and

WHEREAS, in 2019, in response to legal developments affecting speech protected by the First Amendment, the City updated Title 27 RMC to come into compliance with *Reed v. Town of Gilbert* and its progeny; and

WHEREAS, the update failed to address the need for placement of governmental signs in the right-of-way.

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

Section 1. Richland Municipal Code Section 27.04.030, entitled Permits required – Exemptions, as first enacted by Ordinance No. 03-89, and last amended by Ordinance No. 08-19, is hereby amended to read as follows:

27.04.030 Permits required – Exemptions.

Sign permits are required for most permanent and temporary signs. Permit requirements and exemptions are specified below:

A. Permanent Signs. A separate permit shall be required for a sign or signs for each business entity and/or a separate permit for each group of signs on a single supporting structure installed simultaneously. Thereafter, each additional sign erected on the structure must have a separate permit. A sign permit is not required for the following:

1. Signs required by law.
2. Exterior signs or displays not visible from streets or ways open to the public.
3. Signs in the interior of a building which are not visible from any public property or rights-of-way.
4. Plaques, tablets, or inscriptions which are an integral part of the building structure or are attached flat to the face of the building, which are not illuminated and do not exceed 10 square feet in surface area.
5. Signs less than two square feet in surface area.

6. Signs which are painted or mounted on delivery vehicles or other operable commercial vehicles which are generally and primarily used for transportation of commerce.

7. Any sign, posting, or notice placed or installed by municipal, state or federal agencies. For purposes of this Title, the transit authority is a municipal agency.

B. Temporary Signs. The erection, construction, posting, or placement of temporary signs shall require a temporary sign permit. The following temporary signs shall not require a permit:

1. Signs required by law.

2. Sandwich board signs worn by a person while walking the public ways of the city.

3. Changing of a theater marquee or similar sign.

4. Temporary window signs.

5. Signs displayed on a lot with property for sale or rent, provided:

a. That only one such sign is permitted for each public street upon which the property for sale or rent fronts;

b. That in the event a sign qualifies for this exemption, a second temporary sign is also exempt if located within 1,000 feet, measured as the shortest straight line between the property line of the property for sale or rent and the site of the second exempt sign; and

c. That such signs shall not exceed the measurement limitations specified in RMC 27.08.020.

6. Signs displayed on a lot where construction is taking place, provided:

a. That they are removed prior to occupancy approval of the building;

b. That only one such sign is permitted for each public street upon which the construction project fronts; and

c. That such signs shall not exceed the measurement limitations specified in RMC 27.08.020.

7. Noncommercial signs that are made of paper, vinyl, plastic or other nondurable material and which are designed and intended to be displayed for a short period of time; provided, that they conform with the sight obstruction requirements of Chapter 12.11 RMC, do not interfere with or obstruct any traffic control device or in any other manner interfere with the control of traffic on the streets of the city, and are not larger than 32 square feet in area.

C. Number of Signs. Except as provided at RMC 27.08.020, signs not requiring a permit and temporary signs shall not be included as part of the maximum number of signs permitted by this code.

D. Attachments to Signs. Ancillary devices, displays, and attachments not originally a part of the sign for which a permit was issued shall not be added to an existing sign except as provided in this code and pursuant to another sign permit issued by the building inspector.

Section 2. Richland Municipal Code Section 27.08.010, entitled General standards for signs, as first enacted by Ordinance No. 03-89, and last amended by Ordinance No. 08-19, is hereby amended to read as follows:

27.08.010 General standards for signs.

Signs shall be constructed and maintained in compliance with this chapter, the city building code, and all other applicable ordinances. The allowable type of signs, their placement, and other limitations shall be according to the standards established in this section. Provisions for the various use districts under the city comprehensive zoning ordinance may establish standards in addition to, or more restrictive than, the standards in this section.

A. General Provisions.

1. Structural. The structure and erection of signs within the city of Richland shall be governed by the current edition of the Uniform Sign Code as adopted by the city of Richland and by the currently applicable International Building Code as adopted by the city of Richland. Compliance with these adopted codes shall be prerequisite to issuance of a sign permit.

2. Electrical. Electrical requirements for signs within the city of Richland shall be governed by the requirements, standards, rules, and regulations established by the state of Washington and adopted by the city of Richland (Chapter 296-46 WAC). Compliance therewith shall be required by every sign utilizing electrical energy as a prerequisite to issuance of a sign permit.

3. Light and Glare from Signs. Illumination from or upon any sign shall be shaded, shielded, directed, or reduced so as to avoid brightness, glare, or reflection of light in excess of that recommended by the Illumination Society of America to avoid unreasonable distraction by pedestrians or motorists. Illumination shall not exceed that necessary to make the sign visible to the average person on the street adjacent to the sign.

4. Maintenance. All signs shall be constantly maintained in a state of security, safety, and repair. If any sign is found not to be so maintained or is insecurely fastened or otherwise dangerous, it shall be the duty of the owner and/or occupant of the premises on which the sign is fastened to repair or remove the sign within five days after receiving written notice from the sign code administrator.

5. Obstruction. No sign shall be located so as to physically obstruct any door, window, or exit from a building. No sign shall be located so as to be hazardous to a motorist's ingress and egress from parking areas or any way open to the public. No sign shall be located so as to be hazardous to a pedestrian's access to any way open to the public.

6. Inspection. All sign users shall permit periodic inspection of their sign(s) by the city upon request.

7. Conflicting Provisions. Whenever any provisions of this title overlap or conflict with regard to size or placement of a sign, the more restrictive provision shall apply.

B. Specific Provisions.

1. Freestanding Signs. A freestanding sign may be located at the property or building line, provided it complies with Chapter 12.11 RMC (Intersection Sight Distance) and the sign is located entirely behind the property or building line.

2. Building-Mounted Signs. Wall signs shall not extend above the point of intersection of the building wall to which the sign is attached and the building roof except that wall signs may extend to the top of a parapet wall. Wall signs and projecting signs may project over public property within the limits established in Chapter 27.10 RMC (Measurements). The structural support for projecting signs shall be an integral part of the sign design or shall be concealed from view. All structural support for projecting signs shall be entirely from the building wall or parapet from which the sign projects.

3. Marquee Awnings or Canopy Signs. Marquee awnings or canopy signs shall be mounted flat against the face of the marquee or canopy and shall not extend below the bottom face to which attached. One sign per user is permitted on the underside of a marquee or canopy. Such signs shall be mounted perpendicular to the building face and located at the main entrance of use. No other projecting signs relating to the user shall be visible from beneath the marquee or canopy.

4. Window Signs. Window signs shall not be included in determining the number of primary signs nor in determining the permissible sign area for each facade.

5. Roof Signs. All roof signs shall be constructed in such a way that they appear as an architectural blade or penthouse and are finished in such a manner that the visual appearance from all sides is such that they appear to be a part of the building itself. Roof signs shall be erected in such a manner that there is no visible support structure.

[6. Signs, postings, or notices placed or installed by municipal, state or federal agencies may be placed in the right-of-way so long as they comply with Chapter 12.11 RMC. For purposes of this Title, the transit authority is a municipal agency.](#)

C. Signs Prohibited in All Zones. Except where otherwise provided in this chapter, the following signs or displays are prohibited:

1. Signs which are an imitation of or resemble an official traffic sign or signal.
2. A sign that moves or gives the appearance of moving and any sign which flutters, undulates, swings, rotates, oscillates or otherwise moves by natural or artificial means, including any pennant but excluding banners displayed in compliance with the provisions of this title.
3. Signs which, by reason of their size, location, movement, coloring, or manner of illumination, may be confused with or construed as a traffic control sign, signal, or device, or the light of an emergency vehicle, or which obstruct the visibility of any traffic or street sign or signal device.
4. Signs or displays consisting of strings of lights, spinners, twirlers or propellers, flashing, rotating, or blinking lights, flares, balloons, bubble machines, and similar devices of a carnival nature, or containing elements creating sound or smell.
5. Abandoned signs, except as authorized by RMC 27.08.030(I).
6. Signs on utility poles.
7. Search lights, banners, clusters of flags, posters, pennants, and streamers.
8. Billboards.
9. Signs for which a permit is required and which are erected, altered, or relocated without, or in violation of the terms and conditions of, a current and valid permit issued by the city of Richland.
10. Except as otherwise permitted herein, off-premises commercial signs.
11. Except as otherwise permitted herein, portable signs.

Prohibited signs and displays are subject to removal and abatement by the city at the expense of the persons owning or maintaining such sign or display as provided in Chapter 27.12 RMC.

D. Signs Projecting over Public Right-of-Way.

1. Projecting signs extending over public right-of-way shall be erected with clearance and projection limitations as set forth in Chapter 27.10 RMC (Measurements); provided, that in no case shall any sign be permitted to extend beyond the curb line.
2. If a public need arises, any sign permitted to extend over public right-of-way shall be removed or altered within 10 days of receiving written notice from the sign code administrator.

E. Signs near Intersections. All signs located at street or driveway/street intersections shall be placed so as not to constitute a safety hazard and shall be constructed to comply with the requirements of Chapter 12.11 RMC (Intersection Sight Distance). Freestanding signs located at street intersections may be placed at the property line or building line subject to the limitations above.

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

Section 5. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 6. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 1st day of September, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: September 6, 2020

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: CA2020-103

PREPARED BY: MIKE STEVENS
MEETING DATE: JULY 29, 2020

GENERAL INFORMATION:

APPLICANT: JOE SCHIESSL ON BEHALF OF THE CITY OF RICHLAND'S
PARKS AND PUBLIC FACILITIES DEPARTMENT

FILE: CA 2020-103

REQUEST: TEXT AMENDMENT TO RMC SECTION 27.04.030 – PERMITS
REQUIRED - EXEMPTIONS. THE PROPOSED TEXT
AMENDMENT WOULD REMOVE THE REQUIREMENT FOR
OBTAINING A SIGN PERMIT FOR ANY SIGN, POSTING OR
NOTICE PLACED OR INSTALLED BY THE CITY, COUNTY, STATE
OR A FEDERAL GOVERNMENT AGENCY.

LOCATION: CITYWIDE

REASON FOR REQUEST

Joe Schiessl on behalf of the City of Richland's Parks and Public Facilities Department has submitted an application to amend the City's sign code so that separate sign permits are not required for the installation of directional signs within the right of way directing motorists to public facilities and points of interest. The City of Richland has been working for several years in conjunction with the Cities of Pasco, Kennewick and West Richland and with the Visit Tri-Cities Convention and Visitors Bureau to create a region-wide wayfinding signage program. The City of Richland's sign code, as currently written, would prevent the installation of the proposed wayfinding signage.

ANALYSIS

As indicated above, the City of Richland has been working for several years in conjunction with the Cities of Pasco, Kennewick and West Richland and with the Visit Tri-Cities Convention and Visitors Bureau to develop a new wayfinding program that would help connect and help direct people new to the area. The City's code, as currently written, would prevent the installation of the proposed wayfinding signage. As a result, Joe Schiessl, Director of the Parks and Public Facilities Department has applied for a proposed text amendment to allow for wayfinding and other forms of governmental signage to be installed without having to obtain a sign permit from the City.

Staff workshopped the proposed code amendment with the Planning Commission on July 8, 2020 and discussed the issue and tentatively agreed on language that would satisfy the City's desire as well as ensure that the signage installed was compliant with the U.S. Supreme Court's 2015 decision in the case of Reed v. Town of Gilbert. Compliance was ensured based upon the following:

Any sign, posting, or notice placed or installed by the city, county, state or a federal governmental agency. Signs located within rights of way shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD), shall comply with RMC Chapter 12.11 and be approved by the Richland Public Works Department if located within City of Richland right of way.

Since the July 8, 2020 Planning Commission workshop, staff has learned that not all of the proposed signage to be installed as part of the wayfinding program complies with the MUTCD. The proposed wayfinding signs on the federal and state highways will meet the MUTCD green background, white text, and color boxes required for "guide signs – conventional roads", while the local road signs use a different color configuration, which is not consistent with MUTCD, but is consistent with the regional "MERJE" plan which has been approved by each local jurisdiction. MERJE is a graphic design company that has helped dozens of U.S. cities create wayfinding and interpretive signage.

As a result, staff recommends that the proposed code amendment be revised to include reference to the "MERJE" plan that has been approved by each local jurisdiction. The revised language would read as follows:

Any sign, posting, or notice placed or installed by the city, county, state or a federal governmental agency. Signs located within rights of way shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) or locally adopted MERJE plan, shall comply with RMC Chapter 12.11 and be approved by the Richland Public Works Department if located within City of Richland right of way.

PUBLIC NOTICE/ COMMENTS

Notice of the proposed amendment was provided to local and state agencies. Notice was also published in the Tri-Cities Herald, posted at official posting places and on the city's official website. Notice was provided to the Washington State Dept. of Commerce and other state agencies as required by RCW 36.70A.

No substantive comments were received from the public and/or governmental entities as of the date the staff report was prepared.

SEPA

The City of Richland has utilized the Optional DNS Process as outlined in WAC 197-11-355. The end of the public comment period was Thursday, July 23, 2020. A Determination of Non-Significance (DNS) was issued Friday, July 24, 2020.

FINDINGS OF FACT

1. Over time the need for new uses changes within the City of Richland.

2. Joe Schiessl on behalf of the City of Richland's Parks and Public Facilities Department has submitted an application to amend the City's sign code so that separate sign permits are not required for the installation of directional signs within the right of way directing motorists to public facilities and points of interest.
3. RMC Title 27, as currently written, would prevent the installation of wayfinding signage within the City of Richland.
4. The City of Richland has been working for several years in conjunction with the Cities of Pasco, Kennewick and West Richland and with the Visit Tri-Cities Convention and Visitors Bureau to create a region-wide wayfinding signage program.
5. Staff workshopped the proposed code amendment with the Planning Commission on July 8, 2020.
6. The proposed wayfinding signs on the federal and state highways will meet the MUTCD green background, white text, and color boxes required for "guide signs – conventional roads", while the local road signs use a different color configuration, which is not consistent with MUTCD, but is consistent with the regional "MERJE" plan which has been approved by each local jurisdiction.
7. MERJE is a graphic design company that has helped dozens of U.S. cities create wayfinding and interpretive signage.
8. Notice of the proposed amendment was provided to local and state agencies. Notice was also published in the Tri-Cities Herald, posted at the official posting places and on the city's official website. Notice was provided to the Washington State Dept. of Commerce and other state agencies as required by RCW 36.70A.
9. No substantive comments regarding the proposed code amendment were received.
10. The Washington State Department of Commerce received the 60-day Notice of Intent to Adopt Amendment and granted expedited review.
11. The City issued a SEPA Threshold Determination of Non-Significance on July 24, 2020.
12. The City of Richland utilized the Optional DNS Process as outlined in WAC 197-11-355. The end of the public comment period was Thursday, July 23, 2020.

CONCLUSIONS OF LAW

1. The Planning Commission has jurisdiction to hold an open record public hearing and issue a recommendation on the proposed ordinance amendment to the City Council.
2. The proposed code amendment is consistent with the goals and policies of the City's Comprehensive Plan.

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (CA2020-103) and recommend to the City Council adoption of a proposed code amendment to RMC Section 27.04.030 exempting the City, County, State or a Federal Government Agency from having to obtain a sign permit from the City of Richland for emergency warning signs, traffic signs, signs directing the public to points of interest and signs showing the location of public facilities.

ALTERNATIVES

1. Recommend approval of the amendment as proposed;
2. Recommend approval of the amendment, as modified by the Planning Commission.
3. Recommend denial of the amendment;

RECOMMENDED MOTION

I move that the Planning Commission recommend approval of the proposed amendment to RMC Section 27.04.030 as modified by the Planning Commission and based upon the above listed Findings of Fact and Conclusions of Law.

EXHIBITS

1. Application Materials
2. Draft Code Amendment
3. SEPA DNS & SEPA Checklist
4. Department of Commerce Notice
5. Public Notice and Comments Received



Exhibit 1

City of Richland
Development Services

625 Swift Blvd. MS-35
Richland, WA 99352

☎ (509) 942-7794

📠 (509) 942-7764

Code Amendment Application (Non-Zoning)

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

APPLICANT

☐ Contact Person

Company: City of Richland

UBI# n/a

Contact: Joe Schiessl, Director, Parks and Public Facilities Department

Address: 625 Swift Blvd, Richland, WA

Phone: 942.7578

Email: jschiessl@ci.richland.wa

DESCRIPTION OF PROPOSED AMENDMENT

The proposed amendment will permit the placement of directional signs in the right of way to direct motorists to public facilities and points of interest.

APPLICATION MUST INCLUDE:

1. Completed Application and Filing Fee
2. SEPA Checklist (if necessary)

ANSWER QUESTIONS AS COMPLETELY AS POSSIBLE

Section(s) of code proposed to be amended (include code citation):

27.04.030 Permits required – Exemptions.

7. Any sign, posting, or notice placed or installed by the city, county, state or a federal governmental agency. Signs located within rights of way shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD), shall comply with RMC Chapter 12.11 and be approved by the Richland Public Works Department if located within City of Richland right of way.

Summary of requested code amendment(s):

The new language will allow for the City of Richland and other governmental entities to install signage necessary to carry out their missions of providing for the public good.

Reason(s) for code amendment(s):

The Cities of Richland, Kennewick and Pasco are planning a “wayfinding” signage program to direct motorists and pedestrians to various points of interest and destinations. The Cities of Pasco and Kennewick have similarly amended their sign codes.

Is the proposed amendment consistent with the applicable provisions of the Comprehensive Plan? Is a Comprehensive Plan amendment necessary to implement the proposed amendment?

Yes, the proposed amendment is consistent with the Comprehensive Plan.

No, a Comprehensive Plan amendment is not necessary.

Does the proposed amendment bear a substantial relation to the public health, safety, welfare and protection of the environment? Please explain:

Yes, conveying information to motorists and pedestrians for points of interest and public facilities is based in the protection of public health, safety, and general welfare of the public.

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

1. I have read and examined this permit application. The information provided in this application contains no misstatement of fact.
2. I am an owner(s), authorized agent(s) of an owner(s), or I am currently a licensed contractor or specialty contractor under Chapter 18.27 RCW, or I am exempt from the requirements of the Chapter 18.27 RCW.

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

Applicant Printed Name: Joe Schiessl, Director of Parks and Public Facilities

Applicant Signature:  Date 4.9.2020

Exhibit 2

ORDINANCE NO. XXX-20

AN ORDINANCE of the City of Richland amending Section 27.04.030, Permits Required - Exemptions, related to signs not requiring a City of Richland sign permit.

WHEREAS, from time to time the City has need to update its development regulations; and

WHEREAS, on July 22, 2020, the Richland Planning Commission conducted a public hearing regarding modifications to the land use table contained within RMC Section 27.04.030; and

WHEREAS, the Richland Planning Commission recommends that the following changes be made to RMC Section 27.04.030.

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

Section 1. RMC Section 27.04.030 of the Richland Municipal Code, as enacted by Ordinance No. XX-XX, and last amended by Ordinance No. XX-XX, is hereby amended to read as follows:

27.04.030 Permits required – Exemptions.

Sign permits are required for most permanent and temporary signs. Permit requirements and exemptions are specified below:

A. Permanent Signs. A separate permit shall be required for a sign or signs for each business entity and/or a separate permit for each group of signs on a single supporting structure installed simultaneously. Thereafter, each additional sign erected on the structure must have a separate permit. A sign permit is not required for the following:

1. Signs required by law.
2. Exterior signs or displays not visible from streets or ways open to the public.
3. Signs in the interior of a building which are not visible from any public property or rights-of-way.
4. Plaques, tablets, or inscriptions which are an integral part of the building structure or are attached flat to the face of the building, which are not illuminated and do not exceed 10 square feet in surface area.
5. Signs less than two square feet in surface area.
6. Signs which are painted or mounted on delivery vehicles or other operable commercial vehicles which are generally and primarily used for transportation of commerce.
7. Any sign, posting, or notice placed or installed by the city, county, state or a federal governmental agency. Signs located within rights of way shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD), shall comply with RMC Chapter 12.11 and be approved by the Richland Public Works Department if located within City of Richland right of way.

B. Temporary Signs. The erection, construction, posting, or placement of temporary signs shall require a temporary sign permit. The following temporary signs shall not require a permit:

1. Signs required by law.

2. Sandwich board signs worn by a person while walking the public ways of the city.
 3. Changing of a theater marquee or similar sign.
 4. Temporary window signs.
 5. Signs displayed on a lot with property for sale or rent, provided:
 - a. That only one such sign is permitted for each public street upon which the property for sale or rent fronts;
 - b. That in the event a sign qualifies for this exemption, a second temporary sign is also exempt if located within 1,000 feet, measured as the shortest straight line between the property line of the property for sale or rent and the site of the second exempt sign; and
 - c. That such signs shall not exceed the measurement limitations specified in RMC 27.08.020.
 6. Signs displayed on a lot where construction is taking place, provided:
 - a. That they are removed prior to occupancy approval of the building;
 - b. That only one such sign is permitted for each public street upon which the construction project fronts; and
 - c. That such signs shall not exceed the measurement limitations specified in RMC 27.08.020.
 7. Noncommercial signs that are made of paper, vinyl, plastic or other nondurable material and which are designed and intended to be displayed for a short period of time; provided, that they conform with the sight obstruction requirements of Chapter 12.11 RMC, do not interfere with or obstruct any traffic control device or in any other manner interfere with the control of traffic on the streets of the city, and are not larger than 32 square feet in area.
- C. Number of Signs. Except as provided at RMC 27.08.020, signs not requiring a permit and temporary signs shall not be included as part of the maximum number of signs permitted by this code.
- D. Attachments to Signs. Ancillary devices, displays, and attachments not originally a part of the sign for which a permit was issued shall not be added to an existing sign except as provided in this code and pursuant to another sign permit issued by the building inspector. [Ord. 3-89; Ord. 08-19 § 2].

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 18th day of August, 2020.

RYAN LUKSON
Mayor

ATTEST:

APPROVED AS TO FORM:

JENNIFER ROGERS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____

Exhibit 3



File No. EA2020-111

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

Description of Proposal: Text amendment to RMC Section 27.04.030 – Permits Required - Exemptions. The proposed text amendment would allow various types of governmental signs such as: Emergency warning signs, traffic signs, signs directing the public to points of interest and signs showing the location of public facilities to be installed without permit approval from the City of Richland.

Proponent: Joe Schiessl, Director, City of Richland Parks and Public Facilities Department

Location of Proposal: City-Wide.

Lead Agency: City of Richland

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

() There is no comment for the DNS.

() This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for fourteen days from the date of issuance.

(X) This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

Responsible Official: Mike Stevens

Position/Title: Planning Manager

Address: 625 Swift Blvd., MS #35, Richland, WA 99352

Date: July 24, 2020

Signature _____

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [HELP]

1. Name of proposed project, if applicable:

**Richland Municipal Code Amendment
Chapter 27.04.030, (Sign) Permits required - exemptions.**

2. Name of applicant:

City of Richland
Joe Schiessl
Parks and Public Facilities Director

3. Address and phone number of applicant and contact person:

City of Richland
625 Swift Blvd
Richland, WA 99352
(509) 942-7578

4. Date checklist prepared:

April 9, 2020

5. Agency requesting checklist:

City of Richland

6. Proposed timing or schedule (including phasing, if applicable):

Upon adoption by Richland City Council

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No, this is a stand alone text amendment.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

None other than this SEPA Checklist. The City of Richland Comprehensive Plan and Zoning Code were prepared through an EIS process.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

N/A as this is a text amendment only.

10. List any government approvals or permits that will be needed for your proposal, if known.

The proposed text amendment will be adopted via ordinance by the Richland City Council.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The proposed text amendment to Chapter 27.04.030 will allow signs directing the public to points of interest and showing the location of public facilities as exempt from sign permit.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or

boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The proposed text amendment will apply to all areas of the City.

B. Environmental Elements [\[HELP\]](#)

1. Earth [\[help\]](#)

a. General description of the site:

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

N/A as this is a text amendment only. There are various geographic features within Richland city limits.

b. What is the steepest slope on the site (approximate percent slope)?

N/A as this is a text amendment only.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

N/A as this is a text amendment only.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

N/A as this is a text amendment only.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

N/A as this is a text amendment only.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

N/A as this is a text amendment only.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

N/A as this is a text amendment only.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

N/A as this is a text amendment only.

2. Air [\[help\]](#)

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

N/A as this is a text amendment only.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

N/A as this is a text amendment only.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

N/A as this is a text amendment only.

3. **Water** [\[help\]](#)

a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

N/A as this is a text amendment only. The Columbia and Yakima Rivers are within Richland city limits.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

N/A as this is a text amendment only.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

N/A as this is a text amendment only.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

N/A as this is a text amendment only.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

N/A as this is a text amendment only.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

N/A as this is a text amendment only.

b. Ground Water: [\[help\]](#)

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

N/A as this is a text amendment only.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

N/A as this is a text amendment only.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

N/A as this is a text amendment only.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

N/A as this is a text amendment only.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

N/A as this is a text amendment only.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

N/A as this is a text amendment only.

4. Plants [\[help\]](#)

a. Check the types of vegetation found on the site:

N/A as this is a text amendment only. Various types of vegetation exist within Richland city limits.

- ☐ deciduous tree: alder, maple, aspen, other
☐ evergreen tree: fir, cedar, pine, other
☐ shrubs
☐ grass
☐ pasture
☐ crop or grain
☐ Orchards, vineyards or other permanent crops.
☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
☐ water plants: water lily, eelgrass, milfoil, other
☐ other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

N/A as this is a text amendment only.

c. List threatened and endangered species known to be on or near the site.

N/A as this is a text amendment only. The Richland Municipal Code has provisions for the protection of threatened and endangered species.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

N/A as this is a text amendment only.

e. List all noxious weeds and invasive species known to be on or near the site.

N/A as this is a text amendment only.

5. Animals [\[help\]](#)

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

N/A as this is a text amendment only. Various birds and other animals are present within Richland city limits.

Examples include:

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other _____

- b. List any threatened and endangered species known to be on or near the site.

N/A as this is a text amendment only.

- c. Is the site part of a migration route? If so, explain.

The City of Richland is located within the Mid-Columbia Flyway.

- d. Proposed measures to preserve or enhance wildlife, if any:

N/A as this is a text amendment only.

- e. List any invasive animal species known to be on or near the site.

N/A as this is a text amendment only.

6. Energy and Natural Resources [\[help\]](#)

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

N/A as this is a text amendment only.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

N/A as this is a text amendment only.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

7. Environmental Health [\[help\]](#)

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

N/A as this is a text amendment only.

- 1) Describe any known or possible contamination at the site from present or past uses.

N/A as this is a text amendment only.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

N/A as this is a text amendment only.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

N/A as this is a text amendment only.

- 4) Describe special emergency services that might be required.

N/A as this is a text amendment only.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

N/A as this is a text amendment only.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

N/A as this is a text amendment only.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)?

Indicate what hours noise would come from the site.

N/A as this is a text amendment only.

- 3) Proposed measures to reduce or control noise impacts, if any:

N/A as this is a text amendment only.

8. Land and Shoreline Use [\[help\]](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

N/A as this is a text amendment only. There are a variety of land uses within Richland city limits.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

N/A as this is a text amendment only.

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

N/A as this is a text amendment only.

- c. Describe any structures on the site.
N/A as this is a text amendment only. There are numerous structures located within Richland city limits.
- d. Will any structures be demolished? If so, what?
N/A as this is a text amendment only.
- e. What is the current zoning classification of the site?
N/A as this is a text amendment only. There are a variety of zoning classifications within Richland city limits.
- f. What is the current comprehensive plan designation of the site?
N/A as this is a text amendment only. There are a variety of land use classifications within Richland city limits.
- g. If applicable, what is the current shoreline master program designation of the site?
N/A as this is a text amendment only. Portions of the City are located within the jurisdiction of the Shoreline Master Program; however, this text amendment will not result in any physical alterations of the land.
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.
N/A as this is a text amendment only. There are a number of critical areas within Richland city limits.
- i. Approximately how many people would reside or work in the completed project?
N/A as this is a text amendment only.
- j. Approximately how many people would the completed project displace?
N/A as this is a text amendment only.
- k. Proposed measures to avoid or reduce displacement impacts, if any:
N/A as this is a text amendment only.
- L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:
N/A as this is a text amendment only.
- I. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:
N/A as this is a text amendment only.

9. Housing [\[help\]](#)

- a. Approximately how many units would be provided, if any? Indicate whether high, mid-
dle, or low-income housing.
N/A as this is a text amendment only.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.
N/A as this is a text amendment only.

- c. Proposed measures to reduce or control housing impacts, if any:
N/A as this is a text amendment only.

10. Aesthetics [\[help\]](#)

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?
N/A as this is a text amendment only.
- b. What views in the immediate vicinity would be altered or obstructed?
N/A as this is a text amendment only.
- c. Proposed measures to reduce or control aesthetic impacts, if any:
N/A as this is a text amendment only.

11. Light and Glare [\[help\]](#)

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?
N/A as this is a text amendment only.
- b. Could light or glare from the finished project be a safety hazard or interfere with views?
N/A as this is a text amendment only.
- c. What existing off-site sources of light or glare may affect your proposal?
N/A as this is a text amendment only.
- d. Proposed measures to reduce or control light and glare impacts, if any:
N/A as this is a text amendment only.

12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity?
N/A as this is a text amendment only. There are a variety of recreational opportunities within Richland city limits.
- b. Would the proposed project displace any existing recreational uses? If so, describe.
N/A as this is a text amendment only.
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:
N/A as this is a text amendment only.

13. Historic and cultural preservation [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.
N/A as this is a text amendment only.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

N/A as this is a text amendment only.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

N/A as this is a text amendment only.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

N/A as this is a text amendment only.

14. Transportation [\[help\]](#)

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

N/A as this is a text amendment only.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

N/A as this is a text amendment only.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

N/A as this is a text amendment only.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

N/A as this is a text amendment only.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

N/A as this is a text amendment only.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

N/A as this is a text amendment only.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

N/A as this is a text amendment only.

- h. Proposed measures to reduce or control transportation impacts, if any:
N/A as this is a text amendment only.

15. Public Services [\[help\]](#)

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

N/A as this is a text amendment only.

- b. Proposed measures to reduce or control direct impacts on public services, if any.

N/A as this is a text amendment only.

16. Utilities [\[help\]](#)

- a. Circle utilities currently available at the site:

N/A as this is a text amendment only.

electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other _____

1. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

N/A as this is a text amendment only.

C. Signature [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____

Name of signee: _____

Joe Schiessl

Position and Agency/Organization: Parks and Public Facilities Director

Date Submitted: _____

April 9, 2020

D. Supplemental sheet for nonproject actions [\[HELP\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

N/A as this is a text amendment only. The proposal consists only of an amendment to Chapter 27.04.030, (sign) permits required - exemptions, of the Richland Municipal Code. Any project will comply with all applicable local, state and federal regulations.

Proposed measures to avoid or reduce such increases are:

N/A as this is a text amendment only. The proposal consists only of an amendment to Chapter 27.04.030, (sign) permits required - exemptions, of the Richland Municipal Code. Any project will comply with all applicable local, state and federal regulations.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

N/A as this is a text amendment only. The proposal consists only of an amendment to Chapter 27.04.030, (sign) permits required - exemptions, of the Richland Municipal Code. Any project will comply with all applicable local, state and federal regulations.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

N/A as this is a text amendment only. The proposal consists only of an amendment to Chapter 27.04.030, (sign) permits required - exemptions, of the Richland Municipal Code. Any project will comply with all applicable local, state and federal regulations.

3. How would the proposal be likely to deplete energy or natural resources?

N/A as this is a text amendment only. The proposal consists only of an amendment to Chapter 27.04.030, (sign) permits required - exemptions, of the Richland Municipal Code. Any project will comply with all applicable local, state and federal regulations.

Proposed measures to protect or conserve energy and natural resources are:

N/A as this is a text amendment only. The proposal consists only of an amendment to Chapter 27.04.030, (sign) permits required - exemptions, of the Richland Municipal Code. Any project will comply with all applicable local, state and federal regulations.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks,

wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

N/A as this is a text amendment only. The proposal consists only of an amendment to Chapter 27.04.030, (sign) permits required - exemptions, of the Richland Municipal Code. Any project will comply with all applicable local, state and federal regulations.

Proposed measures to protect such resources or to avoid or reduce impacts are:

N/A as this is a text amendment only. The proposal consists only of an amendment to Chapter 27.04.030, (sign) permits required - exemptions, of the Richland Municipal Code. Any project will comply with all applicable local, state and federal regulations.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

N/A as this is a text amendment only. The proposal consists only of an amendment to Chapter 27.04.030, (sign) permits required - exemptions, of the Richland Municipal Code. Any project will comply with all applicable local, state and federal regulations.

Proposed measures to avoid or reduce shoreline and land use impacts are:

N/A as this is a text amendment only. The proposal consists only of an amendment to Chapter 27.04.030, (sign) permits required - exemptions, of the Richland Municipal Code. Any project will comply with all applicable local, state and federal regulations.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

N/A as this is a text amendment only. The proposal consists only of an amendment to Chapter 27.04.030, (sign) permits required - exemptions, of the Richland Municipal Code. Any project will comply with all applicable local, state and federal regulations.

Proposed measures to reduce or respond to such demand(s) are:

N/A as this is a text amendment only. The proposal consists only of an amendment to Chapter 27.04.030, (sign) permits required - exemptions, of the Richland Municipal Code. Any project will comply with all applicable local, state and federal regulations.

6. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

N/A as this is a text amendment only. The proposal consists only of an amendment to Chapter 27.04.030, (sign) permits required - exemptions, of the Richland Municipal Code. Any project will comply with all applicable local, state and federal regulations.



Department of Commerce

Notice of Intent to Adopt Amendment / Notice of Adoption Cover Sheet

Pursuant to RCW 36.70A.106, the following jurisdiction provides the following required state agency notice.

1. Jurisdiction Name:	City of Richland – Development Services Dept.
2. Select Submittal Type: Select the Type of Submittal listed. (Select One Only)	☐ 60-Day Notice of Intent to Adopt Amendment. ☒ Request of Expedited Review / Notice of Intent to Adopt Amendment. ☐ Supplemental Submittal for existing Notice of Intent to Adopt Amendment. ☐ Notice of Final Adoption of Amendment.
3. Amendment Type: Select Type of Amendment listed. (Select One Only)	☐ Comprehensive Plan Amendment. ☒ Development Regulation Amendment. ☐ Critical Areas Ordinance Amendment. ☐ Combined Comprehensive and Development Regulation Amendments. ☐ Countywide Planning Policy .
4. Description Enter a brief description of the amendment. Begin your description with “Proposed” or “Adopted”, based on the type of Amendment you are submitting. Examples: <i>“Proposed comprehensive plan amendment for the GMA periodic update.”</i> or <i>“Adopted Ordinance 123, adoption amendment to the sign code.”</i> (Maximum 400 characters).	Proposed amendment to RMC Section 27.04.030.A.7, Permits required - Exemptions. The proposed amendment to Section 27.04.030 would exempt public entities from having to obtain a sign permit from the City of Richland.



Department of Commerce

5. Is this action part of your 8-year periodic update required under RCW 36.70A.130 of the Growth Management Act (GMA)?	☐ Yes ☒ No
6. Proposed Dates: Enter the anticipated public hearing date(s) for your Planning Commission/Planning Board or for your Council/Commission.	Planning Commission: July 29, 2020 City Council: August 18, 2020 & Sept. 1, 2020 Proposed / Date of Adoption: Sept. 1, 2020
7. Contact Information:	
A. Prefix/Salutation: (Examples: "Mr.", "Ms.", or "The Honorable" (elected official))	Mr.
B. Name:	Mike Stevens
C. Title:	Planning Manager
D. Email:	mstevens@ci.richland.wa.us
E. Work Phone:	(509) 942-7596
F. Cell/Mobile Phone: (optional)	
Consultant Information:	
G. Is this person a consultant?	☐ Yes
H. Consulting Firm name?	
8. Would you like Commerce to contact you for Technical Assistance regarding this submitted amendment?	☐ Yes

REQUIRED: Attach or include a copy of the proposed amendment text or document(s). We do not accept a website hyperlink requiring us to retrieve external documents. Jurisdictions must submit the actual document(s) to Commerce. If you experience difficulty, please email the reviewteam@commerce.wa.gov

Questions? Call the review team at (509) 725-3066.



Exhibit 5

CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING AND OPTIONAL DNS (CA2020-103 & EA2020-111)

Notice is hereby given that the City of Richland is proposing a text amendment to RMC Section 27.04.030 – Permits Required - Exemptions. The proposed text amendment would allow various types of governmental signs such as: Emergency warning signs, traffic signs, signs directing the public to points of interest and signs showing the location of public facilities to be installed without permit approval from the City of Richland.

Pursuant to Richland Municipal Code (RMC) Section 19.20 the Richland Planning Commission will conduct a virtual public hearing and review of the application at 6:00 p.m., July 29, 2020. All interested parties are invited to attend and present testimony during the virtual public hearing. Access to the virtual public hearing can be obtained by visiting the City of Richland website at www.ci.richland.wa.us.

Environmental Review: The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed development. The environmental checklist and related file information are available to the public and can be viewed in the Development Services Division Office or City of Richland website www.ci.richland.wa.us.

Any person desiring to express his views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Blvd., MS-35, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to mstevens@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Thursday, July 23, 2020 to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing.

Copies of the staff report and recommendation will be available in the Development Services Division Office or City of Richland website www.ci.richland.wa.us beginning Friday, July 24, 2020.

Stevens, Mike

From: Boring, Michael
Sent: Monday, July 13, 2020 9:09 AM
To: Stevens, Mike
Subject: RE: CA 2020-103 City of Richland Sign Code Amendment

Hello Mike,

Please be aware that a building permit maybe needed for monument and pole signs. The IBC does not provide an exception for signs.

Best regards,

Michael

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Sent: Thursday, July 9, 2020 10:42 AM
To: Anthony Muai <anthony.muai@ci.kennewick.wa.us>; Anthony Von Moos <anthony.vonmoos@co.benton.wa.us>; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Webcsr PUD <webcsr@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Boring, Michael <MBoring@CI.RICHLAND.WA.US>; Boshart, Thomas <tboshart@CI.RICHLAND.WA.US>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Catherine Dickson <catherinedickson@ctuir.org>; Clark Posey <clark.posey@co.benton.wa.us>; BCES Hamilton, Craig <c.hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; Darrick Dietrich <darrick@basindisposal.com>; Dean Kelley <dean.kelley@chartercom.com>; BCES Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrogers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Florinda Coleman <florinda.coleman@co.benton.wa.us>; Ghbein, Briana <bghbein@ci.richland.wa.us>; Greg McCormick <gregory.mccormick@ci.kennewick.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Gregory Goodwin <gregory.l.goodwin@ftr.com>; Gwen Clear <gcle461@ecy.wa.gov>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; USPS Ina N. Beutler <ina.n.beutler@usps.gov>; Jason McShane <jmcsbane@kid.org>; Jennings, Tyler <tjennings@CI.RICHLAND.WA.US>; Jerrod Macpherson <Jerrod.Macpherson@co.benton.wa.us>; Joseph Cichy <joseph.cichy@ftr.com>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; Lopez, Brandin <blopez@CI.RICHLAND.WA.US>; M. Deklyne <mjdelyne@bpa.gov>; BCES Map <map@bces.wa.gov>; Pasco99301 <99301PascoWA-Postmaster@usps.gov>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Reathafor, Jason <JReathafor@CI.RICHLAND.WA.US>; Rebecca Hiles <rhiles@kid.org>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Rick Dawson <rickd@bfhd.wa.gov>; Rob Rodger <rob.rodger@bentoncleanair.org>; Robin Priddy <robin.priddy@bentoncleanair.org>; Roscoe Slade <roscoe@westrichland.org>; BCES Gates, Sarah <s.gates@bces.wa.gov>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth DeFoe <SDeFoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; WA Dept of Fish & Wildlife <lopezlal@dfw.wa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; West, Julie <jwest@ci.richland.wa.us>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; William Simpson <william.simpson@commerce.wa.gov>
Subject: CA 2020-103 City of Richland Sign Code Amendment

Attached to this email you will find a copy of the application and related materials for a proposed amendment to Chapter 27.04.030 of the Richland Municipal Code. The proposed amendment would exempt various forms of governmental agency signs from having to obtain sign permit approval from the City of Richland. The City is utilizing the Optional DNS Method and this may be your only opportunity to comment on the proposed amendment. Please submit any comments back to me by 5:00 pm, Thursday, July 23, 2020.

Please do not reply with "No Comment".

Thank you,



Mike Stevens
Planning Manager
625 Swift Blvd., MS-35 | Richland, WA 99352
(509) 942-7596

Disclaimer: Emails and attachments sent to or from the City of Richland are public records subject to release under the Washington Public Records Act, Chapter 42.56 RCW. Sender and Recipient have no expectation of privacy in emails transmitted to or from the City of Richland.

Stevens, Mike

From: Blaine Broberg <BBroberg@kid.org>
Sent: Tuesday, July 14, 2020 3:14 PM
To: Stevens, Mike
Cc: Daniel Tissell; Jason McShane
Subject: RE: CA 2020-103 City of Richland Sign Code Amendment

Mr. Stevens,

The KID supports this amendment. Please call out the Kennewick Irrigation District by name in bullet 7.

Thanks,
Blaine Broberg, EIT
Staff Engineer
Kennewick Irrigation District
2015 S. Ely Street
Kennewick, WA 99337
Office: (509)586-6012 ext. 138
Cell: (509)873-2089

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Sent: Thursday, July 9, 2020 10:42 AM
To: Anthony Muai <anthony.muai@ci.kennewick.wa.us>; Anthony Von Moos <anthony.vonmoos@co.benton.wa.us>; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Webcsr PUD <webcsr@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Boring, Michael <MBoring@CI.RICHLAND.WA.US>; Boshart, Thomas <tboshart@CI.RICHLAND.WA.US>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Catherine Dickson <catherinedickson@ctuir.org>; Clark Posey <clark.posey@co.benton.wa.us>; BCES Hamilton, Craig <c.hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; Darrick Dietrich <darrick@basindisposal.com>; Dean Kelley <dean.kelley@chartercom.com>; BCES Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrogers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Florinda Coleman <florinda.coleman@co.benton.wa.us>; Ghbein, Briana <bghbein@ci.richland.wa.us>; Greg McCormick <gregory.mccormick@ci.kennewick.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Gregory Goodwin <gregory.l.goodwin@ftr.com>; Gwen Clear <gcle461@ecy.wa.gov>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; USPS Ina N. Beutler <ina.n.beutler@usps.gov>; Jason McShane <JMcShane@kid.org>; Jennings, Tyler <tjennings@CI.RICHLAND.WA.US>; Jerrod Macpherson <Jerrod.Macpherson@co.benton.wa.us>; Joseph Cichy <joseph.cichy@ftr.com>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; Development <development@kid.org>; Brad Crawford <BCrawford@kid.org>; Lopez, Brandin <blopez@CI.RICHLAND.WA.US>; M. Deklyne <mjdeklyne@bpa.gov>; BCES Map <map@bces.wa.gov>; Pasco99301 <99301PascoWA-Postmaster@usps.gov>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Reathafor, Jason <JReathafor@CI.RICHLAND.WA.US>; Rebecca Hiles <rhiles@kid.org>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Rick Dawson <rickd@bfhd.wa.gov>; Rob Rodger <rob.rodger@bentoncleanair.org>; Robin Priddy <robin.priddy@bentoncleanair.org>; Roscoe Slade <roscoe@westrichland.org>; BCES Gates, Sarah <s.gates@bces.wa.gov>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth Defoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; WA Dept of Fish & Wildlife

<lopezlal@dfw.wa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; West, Julie <jwest@ci.richland.wa.us>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; William Simpson <william.simpson@commerce.wa.gov>
Subject: CA 2020-103 City of Richland Sign Code Amendment

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attached to this email you will find a copy of the application and related materials for a proposed amendment to Chapter 27.04.030 of the Richland Municipal Code. The proposed amendment would exempt various forms of governmental agency signs from having to obtain sign permit approval from the City of Richland. The City is utilizing the Optional DNS Method and this may be your only opportunity to comment on the proposed amendment. Please submit any comments back to me by 5:00 pm, Thursday, July 23, 2020.

Please do not reply with "No Comment".

Thank you,



Mike Stevens
Planning Manager
625 Swift Blvd., MS-35 | Richland, WA 99352
(509) 942-7596



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/1/2020

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 26-20, Amending the 2020 Budget in the General Fund

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

26-20

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 26-20, amending the 2020 Budget in the General Fund.

Summary:

Richland City Council recently authorized grant agreements with the Washington State Library, a division of the Secretary of State, in support of COVID-19-related impacts to the Richland Public Library. The agreements provide funding for qualifying personal protective equipment, Wi-Fi hotspot internet devices, and data service plans.

The 2020 Budget did not include an appropriation for these expenses. This budget adjustment is necessary to accept receipt of the grant funding and appropriate it for use to support the expenditures.

Staff recommends approval of Ordinance No. 26-20 for second reading and passage.

Fiscal Impact:

\$11,000 will be made available from the Washington State Library for qualifying COVID-19 expenses at the Richland Public Library. No local match is required.

Attachments:

I. Ordinance No. 26-20

ORDINANCE NO. 26-20

AN ORDINANCE of the City of Richland amending the 2020 Budget to provide for additional appropriations in the City's General Fund.

WHEREAS, on November 19, 2019, the Richland City Council approved Ordinance No. 55-19 approving the 2020 Budget; and

WHEREAS, the City Council recently authorized COVID-19-related grant agreements with the Washington State Library, a division of the Secretary of State; and

WHEREAS, the grants will fund personal protective equipment, Wi-Fi hotspots, and data service plans serving patrons of the Richland Public Library in response to the novel coronavirus pandemic; and

WHEREAS, sufficient funds are available from the Washington State Library to support the appropriation; and

WHEREAS, no funds were appropriated in the General Fund for personal protective equipment, Wi-Fi hotspots, and data service plans serving patrons of the Richland Public Library.

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

Section 1. Amendment of the 2020 Budget. The 2020 Budget is hereby amended to provide additional appropriations in the General Fund from the Washington State Library as follows:

Fund

Current Appropriation:	\$ 63,004,264
Increase in Appropriation:	\$ <u>11,000</u>
Amended Appropriation:	\$ <u>63,015,264</u>

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

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 1st day of September, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: September 6, 2020



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/1/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 93-20, Authorizing a Purchase and Sale Agreement with Barnes BTKM Enterprises, LLC

Department:

Development Services

Ordinance/Resolution Number:

93-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 93-20, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with Barnes BTKM Enterprises, LLC for the purchase of 41,983 square feet of property at the intersection of Wellsian Way and Stevens Drive.

Summary:

Barnes BTKM Enterprises, LLC, owners of Dutch Bros. Coffee, is proposing to purchase 41,983 square feet of property along the north side of Stevens Drive east of Wellsian Way.

Dutch Bros. plans to construct a coffee stand with a drive-thru at the northeast corner of the Wellsian Way-Stevens Drive intersection. The purchase price for the 41,983 square feet of property is \$335,864.

The City will retain a repurchase right if Dutch Bros. does not submit an application for approval of building plans to the City within eight (8) months of closing, and if construction does not commence within eighteen (18) months of closing.

The sale is subject to a 3% Finder's Fee with Rob Ellsworth of SVN|Retter & Company.

Staff recommends approval of Resolution No. 93-20.

Fiscal Impact:

The purchase price is \$335,864 for the 41,983 square feet of property. Net proceeds after closing will be distributed to the City's Industrial Development Fund.

Attachments:

1. Resolution No. 93-20
2. Letter of Interest
3. Draft Dutch Bros. Purchase and Sale Agreement
4. Site Map

RESOLUTION NO. 93-20

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement by and between the City of Richland and Barnes BTKM Enterprises, LLC.

WHEREAS, the City of Richland is the owner of 41,983 square feet of City-owned surplus property located in the Wellsian Way corridor at the northeast corner of Stevens Drive and Wellsian Way; and

WHEREAS, pursuant to Chapter 3.06 of the Richland Municipal Code, 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, the City has negotiated a land price that is in its best interest; and

WHEREAS, Barnes BTKM Enterprises, LLC has agreed to purchase the property for the negotiated price; and

WHEREAS, at its June 15, 2020 meeting, the Economic Development Committee (EDC) favorably recommended the sale of the 41,983 square feet of City-owned surplus property in the City's Wellsian Way corridor for the total sale price of \$335,864.

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 and all related documents necessary for the sale of property to Barnes BTKM Enterprises, LLC as described herein.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 1st day of September, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Letter of Intent to Purchase



If terms of this Letter of Intent (LOI) are acceptable, both parties agree to move forward to prepare and execute a fully binding Purchase and Sale Agreement (PSA).

This LOI is non-binding and to be used to negotiate terms of a proposed PSA between Buyer and Seller described herein. Any conflicts between this LOI and the PSA, shall be controlled by the PSA.

Seller	City of Richland
Buyer	DB Barnes Pasco LLC &/or assigns
Property	Portion of Parcel #1.1498.201.2502.001, north of Stevens Drive, Richland, WA [approx. 25,326 sf].
Purchase Price	\$202,608 [\$8 sf] to be adjusted based on the actual sf of the lot
Earnest Money	\$5,000
Site Use	Site will be developed into a Dutch Bros Coffee stand. Stand will employ 30-40 new jobs at this location and have gross monthly sales of \$120k - \$150k.
Development Plan/ Timeline	Buyer will be ready to submit for permits within 90 days of closing and will start construction upon approval of permits. Construction time to be 180-270 days from permitting for completion.
Due Diligence	90 days from Mutual Acceptance
Other Contingencies	None
Closing Date	Within 30 days of satisfaction of due diligence.
Response Date	12.2.19
Agency	Rob Ellsworth, SVN Retter & Company represents buyer.
Commission	Seller agrees to pay commission to Broker equal to 3% of sale price.

DocuSigned by:

Brad Barnes

9BE3992C3A2E4D1...

Buyer

12/3/2019

Date

Letter of Intent to Purchase

Seller

Date

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: 415 Stevens 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 **BARNES BTKM ENTERPRISES, 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 415 Stevens Drive, City of Richland, Benton County, Washington which is legally described in **Exhibit A** attached hereto (hereinafter referred to as the “Property”).

1.1. Laws and Rights. Purchaser acknowledges and agrees that the sale and conveyance of the Property to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

1.2. Timing of Conveyance. The Property shall be conveyed to Purchaser at Closing by a Statutory Warranty Deed (“Deed”) subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below and the Repurchase Right set forth in Section 11.13 below.

2. Purchase Price. The total purchase price for the Property shall be Three Hundred Thirty-Five Thousand Eight Hundred Sixty-Four dollars and no cents (\$335,864.00) (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 First American 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 5 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default or terminate this Agreement at any time following the expiration or waiver of the Due Diligence Period, (a) the Earnest Money Deposit shall be disbursed to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

3.1. City Approval. The execution and delivery of this Agreement by Seller is contingent upon approval of this Agreement by the City Council of the City of Richland in its sole discretion. In the event the Richland City Council does not approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Executed Contract. The “Effective Date” of this Agreement is the date upon which both parties have signed this Agreement. If this Agreement is signed on different days, the “Effective Date” of this Agreement is the date of the last signing party. Notwithstanding the foregoing, Purchaser and Seller must sign this Agreement within fifteen (15) business days of approval from the City Council of the City of Richland. If signatures are not obtained from both parties within fifteen (15) business days, this Agreement shall automatically terminate and be without any further force and effect, and without further obligation of either party to the other.

4. Title Matters.

4.1. Preliminary Title Report; Title Review. Within five (5) business days after the Effective Date, Purchaser, at its sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the “Preliminary Commitment”), and upon receipt, furnish same to Seller.

(a) Purchaser shall have fifteen (15) days after receipt of the Preliminary Commitment and Survey to advise Seller in writing of any encumbrances, restrictions, easements or other matters contained in the Preliminary Commitment or on the Survey (the “Exceptions”) to which Purchaser objects. All Exceptions to which Purchaser does not object in writing within the fifteen (15) day period shall be deemed accepted by Purchaser.

(b) If Purchaser objects to any Exceptions within the fifteen (15) day period, Seller shall advise Purchaser in writing within five (5) days of receipt of Purchaser’s written objections (i) which Exceptions Seller will remove at Closing, (ii) which Exceptions the Title Company has agreed to insure around in the title policy to be issued at Closing (together with the proposed form of endorsement) and (iii) which Exceptions will not be removed or insured around.

(c) Within ten (10) days of receipt of Seller’s response to Purchaser’s written objections, and assuming Seller has not agreed to remove all exceptions to which Purchaser objects, Purchaser shall notify Seller in writing of Purchaser’s election to either (i) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser, or (ii) waive its objections to the Exceptions the Title Company has agreed to insure around and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Purchaser.

4.2. Title Insurance. Seller shall cause the Title Company to be prepared to deliver to Purchaser at Closing an Owner’s ALTA Standard Coverage policy of title insurance issued by Title Company in the face amount of the Purchase Price, dated the date of Closing, insuring Purchaser’s title subject to no exceptions other than the standard printed exceptions and the Exceptions deemed accepted by Purchaser pursuant to Section 4.1 above. The policy of title

insurance shall also include such endorsements as Purchaser or Purchaser's Lender may reasonably request.

5. Due Diligence. Purchaser is granted a due diligence period until and including sixty (60) days after receipt of the Preliminary Commitment described in Section 4.1 above (the "Due Diligence Period"). Said Due Diligence Period may be extended an additional thirty (30) days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues subject to the terms of this Section 5. If the results of said review are unsatisfactory in Purchaser's sole discretion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the Due Diligence Period (the "Due Diligence Termination Notice"). In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, the Earnest Money Deposit shall be returned to Purchaser pursuant to Section 2.1; and neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein. If Purchaser fails to provide a Due Diligence Termination Notice to Seller on or before the expiration of the Due Diligence Period, the due diligence contingency set forth under this Section 5 shall be deemed waived by Purchaser, and this Agreement shall continue in full force and effect.

5.1. Reasonableness Required. All inspections of the Property shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller. Purchaser shall not do any invasive testing, sampling or drilling at the Property without first obtaining Seller's prior written consent (which may be conditioned or denied in Seller's sole and absolute discretion). Purchaser shall promptly restore the Property to substantially the same condition which existed prior to any such investigations, tests, surveys and other analyses, at Purchaser's sole cost and expense. Seller shall be entitled to have a representative present at all times while Purchaser or its representatives or agents are physically on the Property. Purchaser hereby agrees that it shall carry, and shall cause all representatives and agents of Purchaser entering the Property on behalf of Purchaser in furtherance of the right of access granted under this Agreement to carry, commercial general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000) combined single limit and providing that such coverages are primary and naming Seller as an additional insured. Prior to any entry onto the Property by Purchaser or its agents, employees, consultants or representatives, Purchaser shall provide to Seller certificates evidencing such insurance coverage. Purchaser agrees to indemnify and hold Seller harmless of and from any claim for damages or injuries arising from Purchaser's inspections of the Property; such obligations shall survive Closing or any termination of this Agreement.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is sixty (60) days after the expiration or waiver of the Due Diligence Period. Purchaser and Seller shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including, but not limited to, the Deed. As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Seller shall pay (i) the premium for the standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, (ii) deed or real property transfer taxes, and (iii) one-half of Title Company's escrow fees and charges. Purchaser shall pay (i) the costs of the extended coverage portion of the policy of title insurance and any title insurance endorsements required by Purchaser (other than the costs of the title insurance endorsements to be provided by Seller pursuant to the first sentence of this Section 6.1), and (ii) one-half of Title Company's escrow fees and charges. Real property taxes, assessments, surface water management charges, utilities and other expenses of the Property shall be prorated as of the date of Closing with Purchaser bearing the costs of the date of Closing. All other closing costs shall be paid and allocated in accordance with the custom in the county in which the Property is located. Each party shall be responsible for its own legal, accounting and consultant fees.

7. Covenants, Representations and Warranties.

7.1. Seller's Covenants. Seller hereby covenants and agrees as follows:

(a) From the Effective Date through the Closing Date, Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property which are not terminable, without penalty, on 30 days' notice, without Purchaser's prior written consent.

(b) From the Effective Date through the Closing Date, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, or easement against the title to the Property without Purchaser's prior consent.

(c) From the Effective Date through the Closing Date, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

7.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the Effective Date and on the date of Closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below materially incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either part to the other. If this Agreement is terminated under this section, the Earnest Money Deposit shall be returned to Purchaser.

(a) Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Agreement and such other documents will have been, or will be, taken.

(b) Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

(c) Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

(d) Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

(e) To Seller's knowledge, no special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

(f) Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

(g) Seller is a Washington municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

7.3. Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the Effective Date hereof and on the date of Closing.

(a) Purchaser has full power and authority to enter into and carry out the terms and provisions of this Agreement, and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken.

(b) As of the Effective Date and as of the date of Closing, neither Purchaser nor, to Purchaser's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representative or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action ("OFAC").

(c) Purchaser represents that it has sufficient funds to close this transaction.

(d) Purchaser further represents that the Property will be developed as a Dutch Bros. coffee stand with drive-thru. 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 three percent (3%) 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
625 Swift Blvd., MS #18
Richland, Washington 99352
Phone: (509) 942-7583

If to Purchaser: Barnes BTKM Enterprises, LLC
Attn: Bradley N. Barnes
5110 Hershey Lane
West Richland, Washington 99353-6043

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

11.4. Assignments and Successors. Purchaser may not assign this Agreement without Seller's written consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

11.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

11.6. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

11.7. Binding Effect. Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between Purchaser and Seller only upon its execution by an authorized representative of each such party.

11.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase and Sale Agreement or any amendment or exhibits hereto.

11.9. Counterparts. Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, including by portable document format (.pdf), each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

11.10. Time. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, "business day" refers to any day which is not a Saturday, Sunday or a holiday in the State of Washington. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

11.11. Merger. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the Closing.

11.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

11.13. Right to Repurchase. This Property is being sold to Purchaser in anticipation of a Dutch Bros. coffee stand with drive-thru, 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 Three Hundred Thirty-Five Thousand Eight Hundred Sixty-Four dollars and no cents (\$335,864.00) 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 of receipt of notification of Seller’s election to exercise its Right to Repurchase.

(f) This Right to Repurchase is exclusive to Seller and shall be exercised at Seller’s sole discretion. This Right to Repurchase shall survive thirty-sixty months (36) months after Closing or until such time as building commences, whichever is earlier.

(g) Seller shall be under no obligation to exercise this Right to Repurchase. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchaser to any third party within the thirty-six (36) month Right to Repurchase period, which shall be given in Seller’s sole discretion. This Right to Repurchase right shall survive Closing and the delivery of the Deed.

(h) Seller and Purchaser agree to execute a Memorandum of Repurchase Right to evidence Seller’s Right to Repurchase, which Memorandum may be recorded by Seller in the real property records of Benton County, Washington.

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

**BARNES BTKM ENTERPRISES, LLC –
PURCHASER**

By: Cynthia D. Reents
Its: City Manager

By: Bradley N. Barnes
Its: Owner

Date

Date

APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

Exhibit A
Legal Description and Survey

NEW PARCEL A

THE LAND IN THE COUNTY OF BENTON, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1 AND LOT 2, SHORT PLAT NO. 2502, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 2000-014210, RECORDS OF BENTON COUNTY, WASHINGTON LYING NORTH OF STEVENS DRIVE DEDICATED PER ORDINANCE NO. 23-16, RECORDED UNDER AUDITOR'S FILE NUMBER 2016-033973, RECORDS OF BENTON COUNTY, WASHINGTON.

TOGETHER WITH: THAT PORTION OF ELLIOTT ST. VACATED BY CITY OF RICHLAND ORDINANCE NO. 02-14 AND RECORDED ON OCTOBER 4, 2016 UNDER AUDITOR'S FILE NO. 2016-029925, A RE-RECORD OF 2014-001618.

EXCEPT FOR THAT PORTION OF RIGHT-OF-WAY DEDICATED UNDER AUDITOR'S FILE NO. 2020-008581, RECORDS OF BENTON COUNTY, WASHINGTON.

EXHIBIT B

CITY OF RICHLAND FINDER'S FEE AGREEMENT

Name of Finder: Rob Ellsworth, SVN | Retter & Company

Name of Prospective Purchaser: Barnes BTKM Enterprises, LLC

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 -415 Stevens Drive- 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 three (3%) 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.

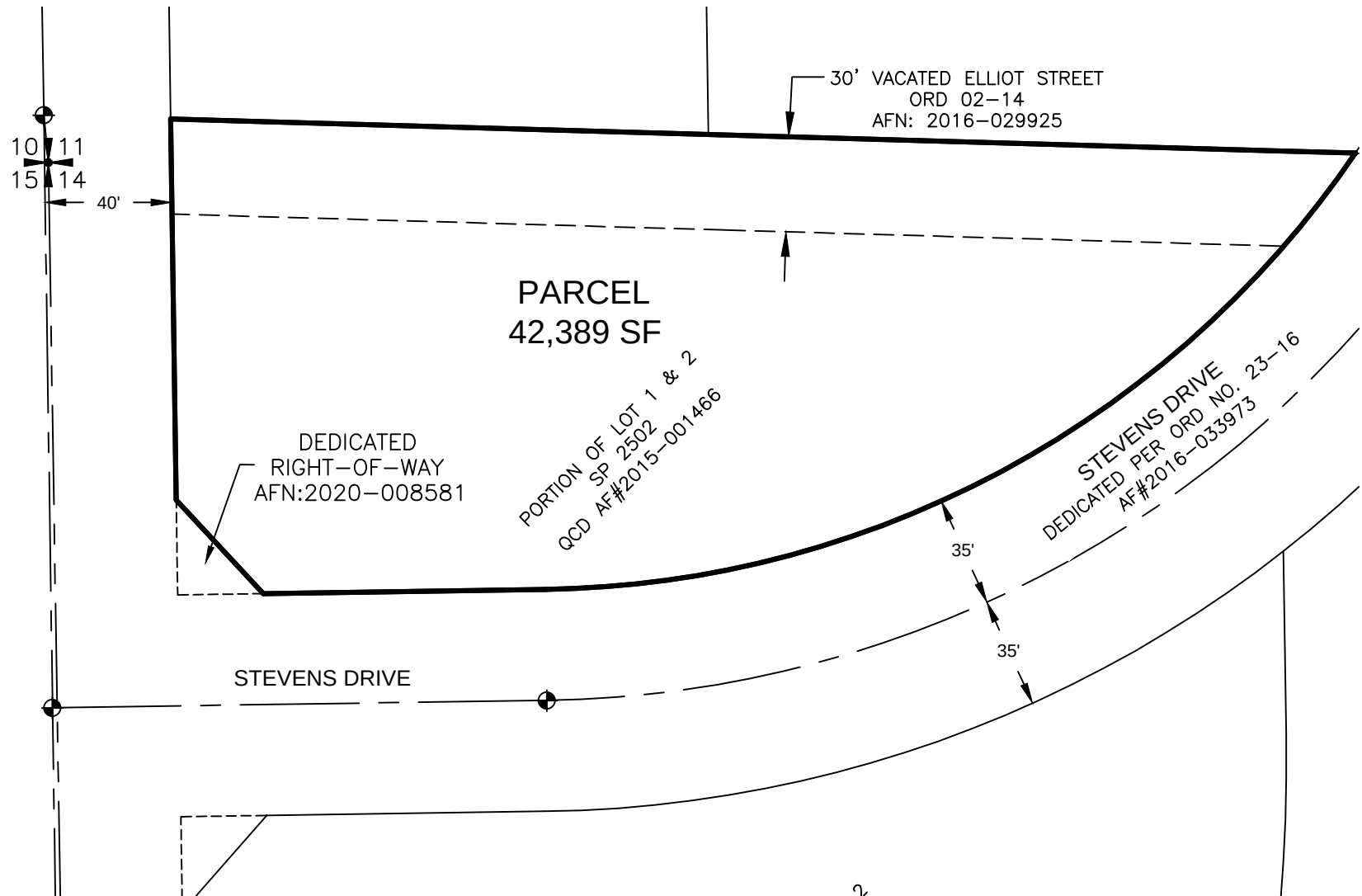
Dated this _____ day of _____, 2020.

Economic Development Manager

Signature of Finder

Printed Name of Finder

EXHIBIT A





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/1/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 127-20, Setting a Public Hearing Date related to the Proposed Vacation of a Portion of Robertson Drive

Department:
Public Works

Ordinance/Resolution Number:
127-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 127-20, setting a public hearing date to receive comments on the proposed vacation of a portion of Robertson Drive.

Summary:

The City, as the owner and developer of the Horn Rapids Industrial Park, implemented a capital improvement program in recent years that installed new roads and utilities to enable additional development. One of those projects realigned the west end of Robertson Drive near its approach to SR-240. A new street right-of-way alignment was established for the new intersection of Hagen Road and Robertson Drive. With the establishment of a new intersection alignment and right-of-way, a portion of the previous Robertson Drive right-of-way is no longer needed and should be vacated in the public interest.

Easements for public utility infrastructure will be produced and recorded for utilities that remain in the proposed vacated right-of-way.

Chapter 35.79 RCW requires that a public hearing be held to allow consideration of a proposal to vacate street right-of-way. Resolution No. 127-20 will set a public hearing on October 6, 2020 at or after 6:00 p.m. to consider the request to vacate a portion of Robertson Drive.

Staff recommends adoption of Resolution No. 127-20.

Fiscal Impact:

None.

Attachments:

- I. Resolution No. 127-20

RESOLUTION NO. 127-20

A RESOLUTION of the City of Richland setting a public hearing date to receive comments on the proposed vacation of a portion of Robertson Drive.

WHEREAS, Community Development staff are seeking to vacate a segment of Robertson Drive right-of-way between Henderson Loop and Snyder Street; and

WHEREAS, the right-of-way depicted on **Exhibit A** is no longer needed for public road purposes because Robertson Drive has been realigned; and

WHEREAS, easements for public infrastructure will be reserved for utilities that will remain in the proposed vacated right-of-way; and

WHEREAS, State law requires that a public hearing be held to allow public consideration of a proposal to vacate street right-of-way.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that a public hearing date is set for **Tuesday, October 6, 2020** during the regularly scheduled Richland City Council meeting at or after **6:00 p.m.** to receive public comment regarding the proposed vacation of Robertson Drive between Henderson Loop and Snyder Street.

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 1st day of September, 2020.

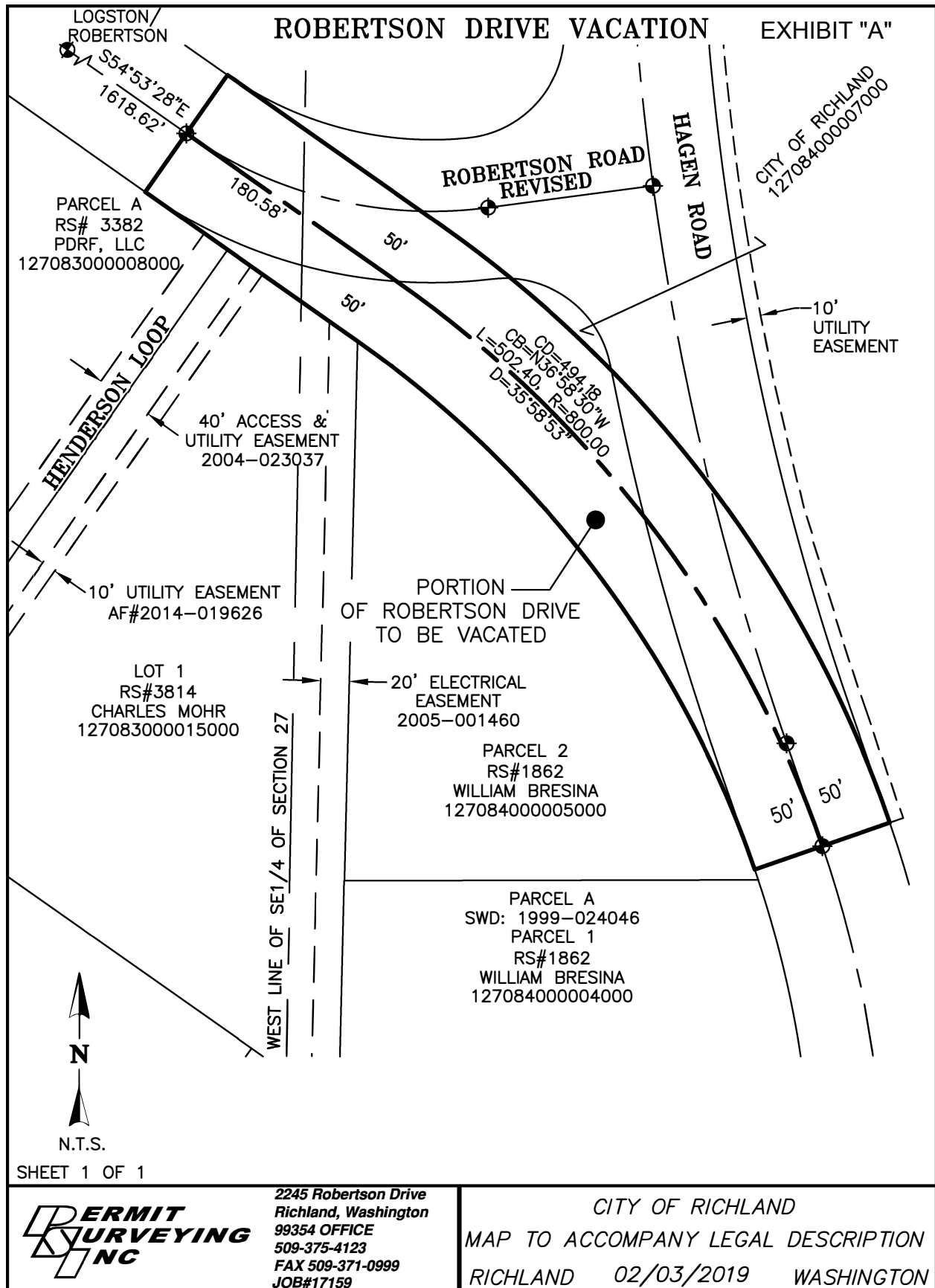
Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/1/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution 128-20, Approving the Final Plat of Goose Ridge Estates - Phase I

Department:

Development Services

Ordinance/Resolution Number:

128-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 128-20, approving the Final Plat of Goose Ridge Estates - Phase I subject to the development conditions referenced therein.

Summary:

The Final Plat of Goose Ridge Estates - Phase I proposes to divide a 44.67-acre site located in the Badger Mountain South master planned community into 84 residential lots and 13 tracts. Of the 84 lots, 56 lots are available to contain two (2) dwelling units, while six (6) lots are required to contain two (2) dwelling units. The largest tract (8.1 acres) will be the subject of phase 2 of the subdivision in the near future.

The Goose Ridge Estates - Phase I developer has posted sufficient security and entered into a Security and Improvement Agreement (Contract No. 178-20) to ensure that all required public improvements remaining incomplete at the time of final plat approval are completed in the near future.

Staff recommends adoption of Resolution No. 128-20.

Fiscal Impact:

Approving the creation of 84 new residential lots will foster development of an equal number of new homes, which contributes to Richland's tax base by way of increasing the City's total assessed value.

Attachments:

1. Resolution No. 128-20
2. Vicinity Map

RESOLUTION NO. 128-20

A RESOLUTION of the City of Richland approving the final plat of Goose Ridge Estates - Phase 1 subject to the conditions of approval of Technical Advisory Committee Report S2018-104, and the findings and conclusions of the Richland City Council as adopted by Resolution No. 45-19.

WHEREAS, on January 14, 2019, the Richland Hearing Examiner held an open-record public hearing to consider the preliminary plat application of Goose Ridge Estates as submitted by Monson Development Washington, LLC; and

WHEREAS, the Hearing Examiner recommended that Richland City Council conditionally approve the preliminary plat of Goose Ridge Estates; and

WHEREAS, on April 2, 2019, Richland City Council held a closed-record hearing to consider the Goose Ridge Estates preliminary plat application and the recommendation of the Hearing Examiner. Council took action to approve the preliminary plat; and

WHEREAS, the public improvements required for the plat of Goose Ridge Estates – Phase 1, consisting of 84 lots and 13 tracts on 44.67 acres, are being constructed in accordance with the conditions of approval contained in Technical Advisory Committee (TAC) Report S2018-104 dated February 1, 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the final plat of Goose Ridge Estates – Phase 1, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved subject to the following:

1. The conditions of approval contained in Technical Advisory Committee Report S2018-104, attached hereto and incorporated herein as **Exhibit B**;
2. The Richland Hearing Examiner's Report No. S2018-104, attached hereto and incorporated herein at **Exhibit C**;
3. The duly executed Security and Improvement Agreement, attached hereto and incorporated herein as **Exhibit D**, including the posting of security as required therein; and
4. The findings and conclusions of the Richland City Council as adopted by Resolution No. 45-19.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 1st day of September, 2020.

Ryan Lukson, Mayor

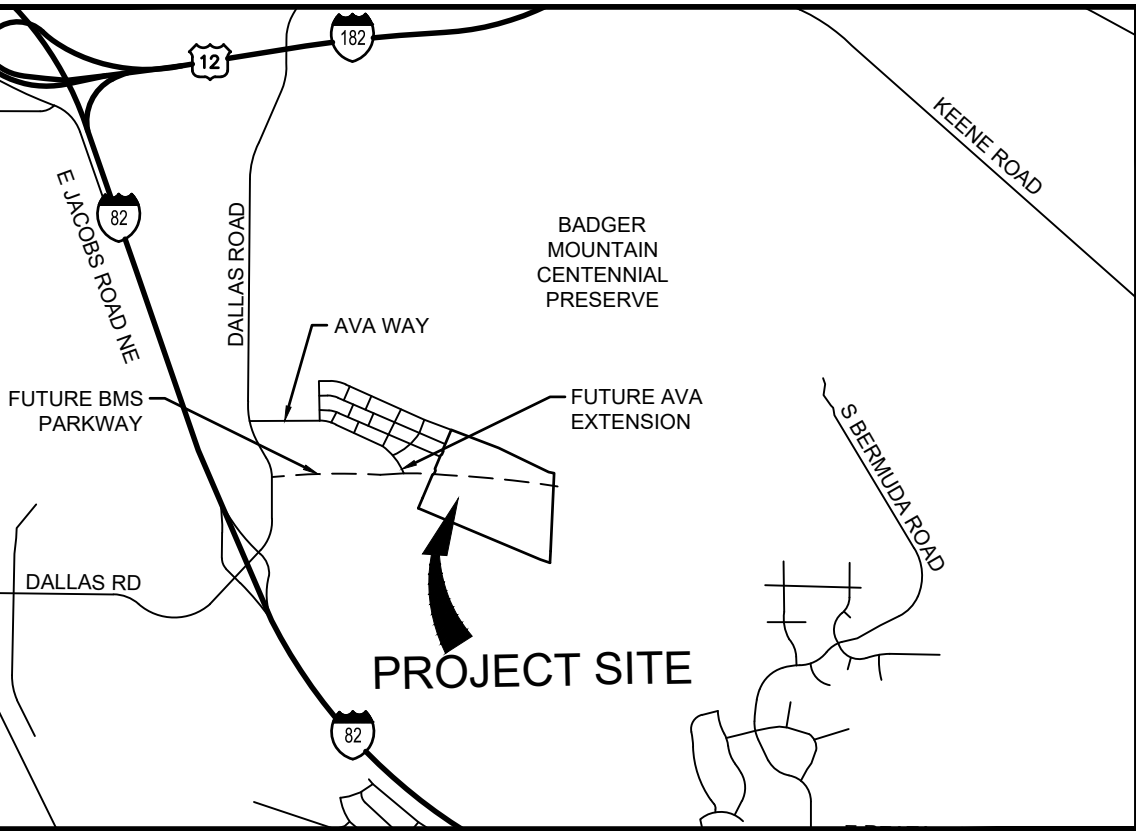
Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

CITY FILE NO. XXXXX



LEGAL DESCRIPTION

PER CHICAGO TITLE INSURANCE COMPANY
ORDER NO. 62241802018 DATED OCTOBER 5, 2018

PARCEL 1: (132983000003005)
THAT PORTION OF REVISED PARCEL 1 OF CITY OF RICHLAND BOUNDARY LINE ADJUSTMENT RECORDED IN BOOK 1 OF SURVEYS AT PAGE 4503 UNDER AUDITOR'S FEE NO. 2014-014937, RECORDS OF BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 02°34'25" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 1330.21 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 02°34'25" WEST ALONG SAID EAST LINE A DISTANCE OF 1046.42 FEET; THENCE LEAVING SAID LINE NORTH 71°45'56" WEST A DISTANCE OF 86.18 FEET; THENCE NORTH 67°13'02" WEST A DISTANCE OF 1771.93 FEET TO THE WESTERLY LINE OF SAID PARCEL 1; THENCE NORTH 22°46'58" EAST ALONG SAID LINE A DISTANCE OF 335.48 FEET TO THE MOST EASTERLY SOUTHEAST CORNER OF WEST VINEYARD 1, PHASE 1 ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FEE NO. 2013-010783; THENCE ALONG THE EASTERLY LINE THEREOF WITH THE FOLLOWING COURSES: NORTH 22°46'58" EAST A DISTANCE OF 4.76 FEET; THENCE NORTH 67°46'58" EAST A DISTANCE OF 24.75 FEET; THENCE NORTH 22°46'58" EAST A DISTANCE OF 48.21 FEET; THENCE NORTH 22°13'02" WEST A DISTANCE OF 24.75 FEET; THENCE NORTH 22°46'58" EAST A DISTANCE OF 200.01 FEET; THENCE NORTH 67°46'58" EAST A DISTANCE OF 17.68 FEET; THENCE NORTH 22°46'58" EAST A DISTANCE OF 52.03 FEET; THENCE SOUTH 67°13'02" EAST A DISTANCE OF 25.17 FEET; THENCE NORTH 22°47'42" EAST A DISTANCE OF 302.99 FEET TO THE NORTH LINE OF SAID PARCEL 1; THENCE SOUTH 69°09'23" EAST ALONG SAID LINE A DISTANCE OF 643.23 FEET; THENCE SOUTH 64°19'00" EAST ALONG SAID LINE A DISTANCE OF 744.24 FEET; THENCE SOUTH 77°57'11" EAST ALONG SAID LINE A DISTANCE OF 73.77 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (132983000003008)
THAT PORTION OF REVISED PARCEL 1 OF CITY OF RICHLAND BOUNDARY LINE ADJUSTMENT RECORDED IN BOOK 1 OF SURVEYS AT PAGE 4503 UNDER AUDITOR'S FEE NO. 2014-014937, RECORDS OF BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 02°34'25" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 2376.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 02°34'25" WEST ALONG SAID LINE A DISTANCE OF 155.78 FEET; THENCE LEAVING SAID LINE NORTH 71°45'56" WEST A DISTANCE OF 134.19 FEET; THENCE NORTH 67°13'02" WEST A DISTANCE OF 1777.89 FEET TO THE WESTERLY LINE OF SAID PARCEL 1; THENCE NORTH 22°46'58" EAST ALONG SAID LINE A DISTANCE OF 150.00 FEET; THENCE LEAVING SAID LINE SOUTH 67°13'02" EAST A DISTANCE OF 1771.93 FEET; THENCE SOUTH 71°45'56" EAST A DISTANCE OF 86.18 FEET TO THE POINT OF BEGINNING.

EQUIPMENT USED

3" TOTAL STATION USING STANDARD FIELD TRAVERSE METHODS FOR CONTROL AND STAKING.

BASIS OF BEARING

NAD 83/91
HELD A BEARING OF SOUTH 89° 06' 11" WEST FOR THE SOUTH LINE OF SECTION 32

SURVEYOR'S CERTIFICATE

I, JOHN W. BECKER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN FEBRUARY 2020, AT THE REQUEST OF MONSON DEVELOPMENT WASHINGTON, LLC.

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF BILL MONSON, MANAGING MEMBER
FOR MONSON FAMILY DEVELOPMENT WASHINGTON, LLC., RECORDED IN VOLUME _____ OF PLATS,
ON PAGE _____ RECORDS OF BENTON COUNTY, WASHINGTON, AT _____ MINUTES PAST _____ M., THIS _____ DAY OF _____, 2020 A.D.
BENTON COUNTY AUDITOR FEE NUMBER _____

GOOSE RIDGE ESTATES PHASE 1
PORTIONS OF THE NE 1/4 OF SECTION 32, TOWNSHIP 09 NORTH, RANGE 28 EAST, W.M.,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

OWNER'S CERTIFICATE

WE, THE UNDERSIGNED, MONSON DEVELOPMENT WASHINGTON, LLC. HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AS SHOWN HEREON AND THAT ALL STREETS, ROAD RIGHTS-OF-WAY AND UTILITY EASEMENTS AND STORMWATER TRACTS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC AND THAT THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED BY THE NAME GOOSE RIDGE ESTATES PHASE 1.

BY: _____ DATE _____
TITLE: _____

ACKNOWLEDGMENTS

STATE OF _____ §S.S. _____
COUNTY OF _____
BY ITS PROPER OFFICERS THIS _____ DAY OF _____, 20____
ON THE DAY AND YEAR FIRST ABOVE WRITTEN, BEFORE ME PERSONALLY APPEARED:

TO ME KNOWN TO BE THE _____ OF THE
CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREON SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

PRINT NAME _____ SIGN NAME _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20____

TAX PARCEL NUMBER _____

BENTON COUNTY TREASURER _____ DATE _____

BENTON COUNTY ASSESSOR _____ DATE _____

APPROVALS

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

CITY MANAGER _____ DATE _____

CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

SHEET INDEX

1. LEGAL DESCRIPTION, APPROVALS, OWNER'S CERT.
2. PLAT DETAIL
3. LINE/CURVE TABLE FOR PLAT DETAIL

SURVEY FOR

MONSON DEVELOPMENT WASHINGTON, LLC
63615 EAST JACOBS ROAD
BENTON CITY, WA 99320
PARCEL NO. 132983000003005, 132983000003008

CITY OF RICHLAND NOTES

1. ADDRESS NUMBERS [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE BY THE CITY OF RICHLAND, ZIP CODE 99352.

2. PARK IMPACT FEES AS REQUIRED BY RICHLAND MUNICIPAL CODE (RMC) CHAPTER 22.12 SHALL BE PAID BY THE PROPERTY OWNER IN ACCORDANCE WITH RMC 22.12.030.

3. ALL RESIDENTIAL LOTS SHALL BE IMPROVED WITH LANDSCAPING PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY IN ACCORDANCE WITH THE LANDSCAPE STANDARDS CONTAINED IN SECTION 11.E OF THE LAND USE AND DEVELOPMENT REGULATIONS FOR THE BADGER MOUNTAIN SOUTH COMMUNITY.

4. ALL RESIDENTIAL STRUCTURES LOCATED WITHIN THIS PLAT SHALL CONFORM TO THE BUILDING TYPE STANDARDS CONTAINED IN SECTION 8 OF THE LAND USE AND DEVELOPMENT REGULATIONS FOR THE BADGER MOUNTAIN SOUTH COMMUNITY.

5. ALL RESIDENTIAL STRUCTURES LOCATED WITHIN THIS PLAT SHALL CONFORM TO THE SUSTAINABLE STANDARDS CONTAINED IN SECTION 12 OF THE LAND USE AND DEVELOPMENT REGULATIONS FOR THE BADGER MOUNTAIN SOUTH COMMUNITY.

6. ALL LANDSCAPED AREAS WITHIN THE PLAT THAT ARE IN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS TO MAINTAIN.

7. LOTS 32, 34, 53, 65, 78 AND 80 ARE REQUIRED TO CONTAIN AN ALTERNATE BUILDING TYPE AS DESCRIBED BY LUDR.

8. THIS PLAT LIES WITHIN THE BOUNDARY OF THE SOUTH RICHLAND COLLECTOR STREET FINANCING PLAN. FEES SHALL BE PAID BY THE PROPERTY OWNER AS REQUIRED BY RICHLAND MUNICIPAL CODE CHAPTER 12.03 AT THE TIME OF DWELLING PERMIT ISSUANCE FOR THE CONSTRUCTION OF A HOME ON ANY LOT WITHIN THIS SUBDIVISION.

9. THE HOMEOWNERS ASSOC. CAN MAINTAIN THE LANDSCAPING WITHIN THE STORM DRAINAGE PONDS FOR AESTHETIC PURPOSES IF SO DESIRED. THE CITY'S STANDARD FOR STORM POND MAINTENANCE CONSISTS OF SEMI-ANNUAL VEGETATION ABATEMENT AND SPECIFICALLY DOES NOT INCLUDE IRRIGATION, LANDSCAPING OR OTHER AESTHETIC IMPROVEMENTS.

10. DRIVEWAY ACCESSSES WILL NOT BE ALLOWED DIRECTLY ONTO MALBEC AVE.

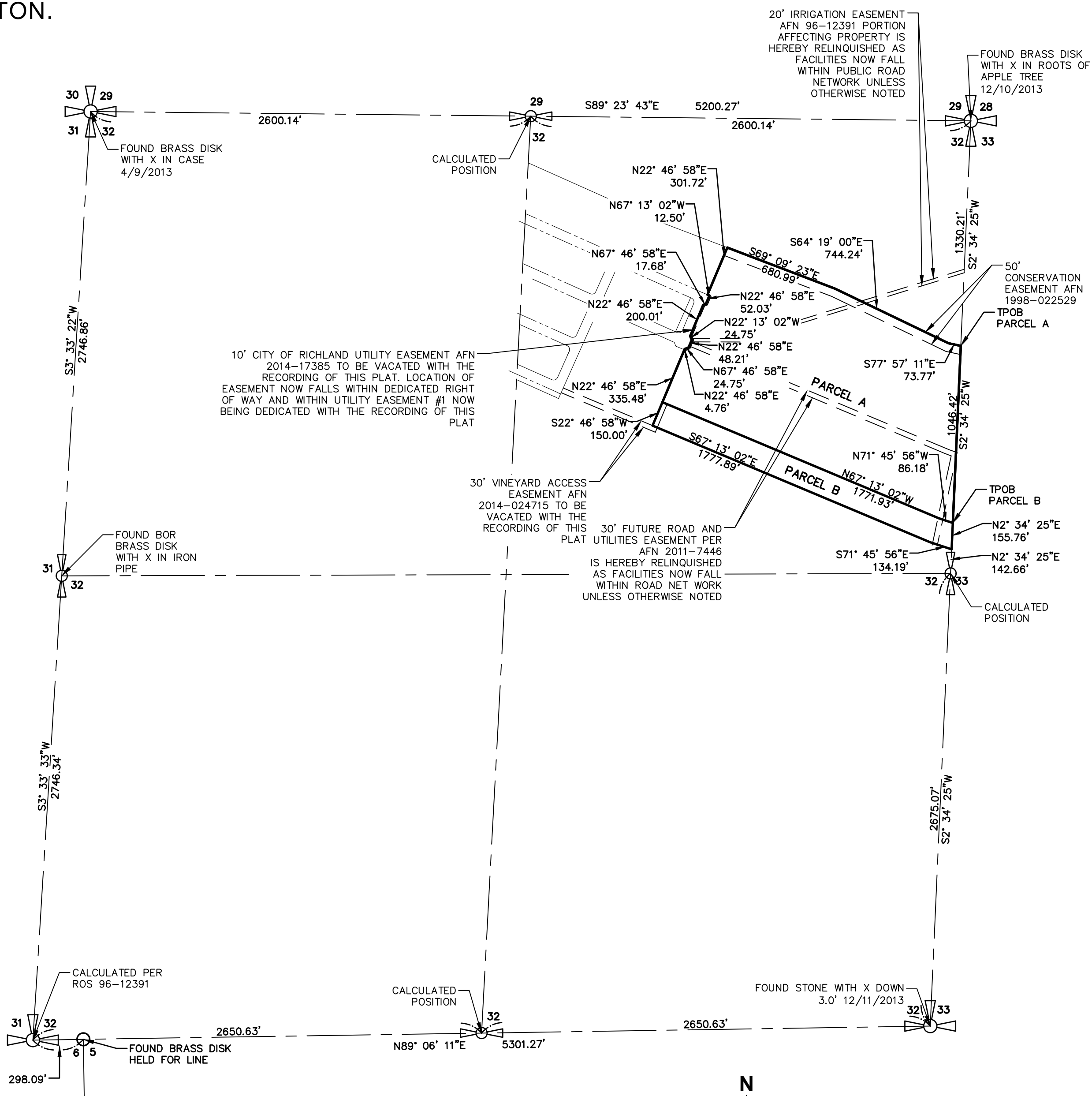
11. CORVINA STREET AND SOL DUC AVENUE ARE CLASSIFIED AS COLLECTOR STREETS AND ARE THEREFORE SUBJECT TO INCREASED LEVELS OF TRAFFIC.

12. IN ACCORDANCE WITH THE GEOTECHNICAL SITE INVESTIGATION REPORT BY GN NORTHERN (GNN PROJ. NO. 219-1066, 4/5/2019) AND CONSTRUCTION OBSERVATION AND TESTING SUMMARY LETTER BY BAER TESTING (BAER JOB NO. 19-112) FOR GOOSE RIDGE ESTATES, PHASE 1, FOUNDATION SUBGRADES AND COMPACTION OF FOUNDATION SUPPORT CONSISTING OF 6-INCHES OF IMPORTED 1-1/4-INCH MINUS CRUSHED ROCK STRUCTURAL FILL, SHALL BE VERIFIED BY A REPRESENTATIVE OF THE GER PRIOR TO FOUNDATION CONSTRUCTION.

IRRIGATION

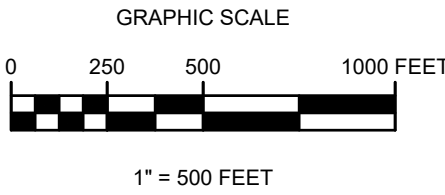
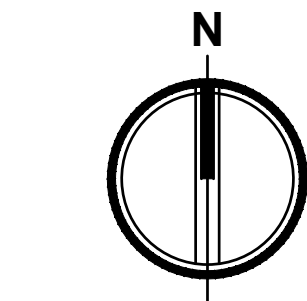
I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN THE BOUNDARIES OF THE BADGER MOUNTAIN IRRIGATION DISTRICT, THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER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

BADGER MOUNTAIN IRRIGATION DISTRICT

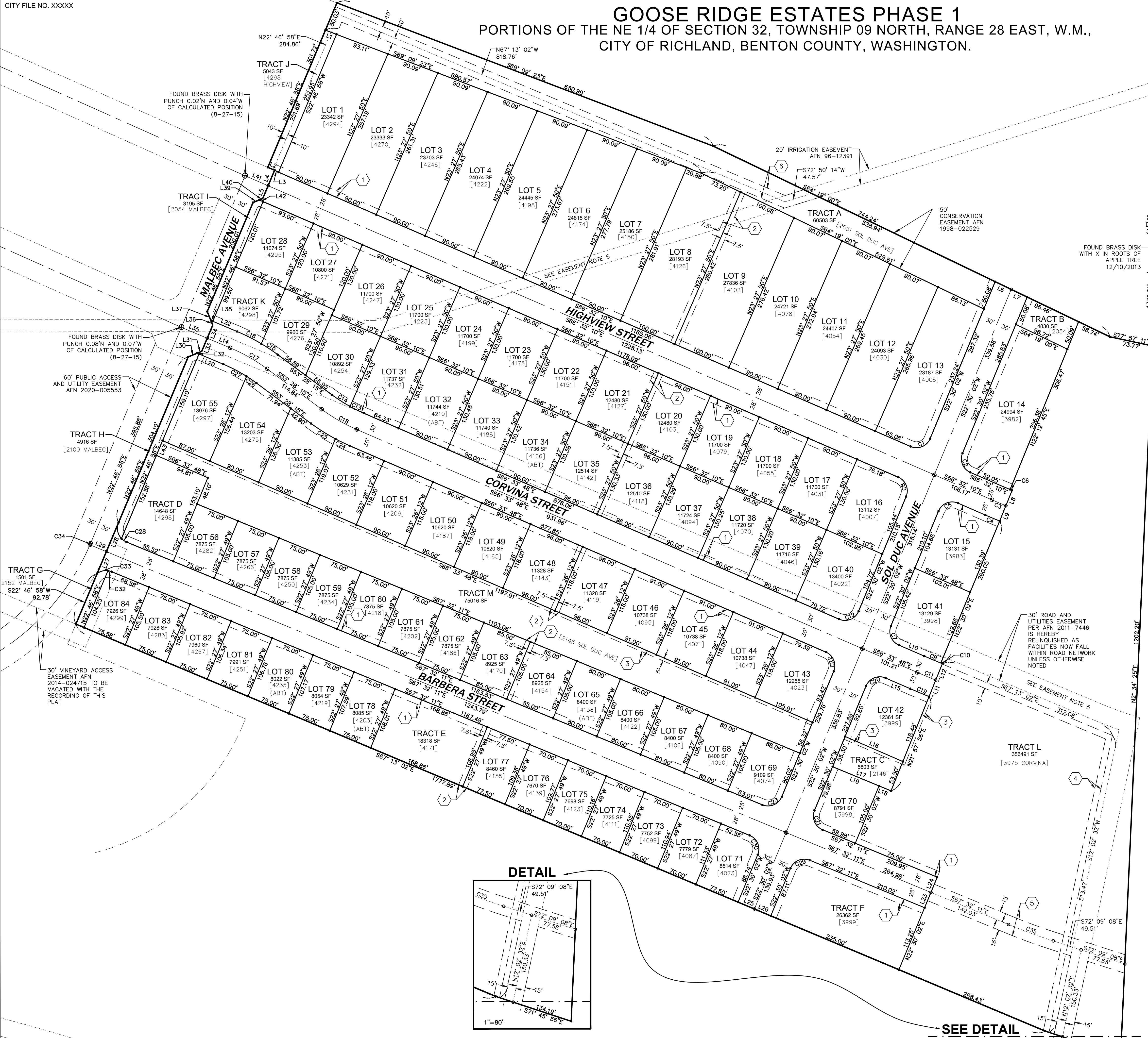


LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER



GOOSE RIDGE ESTATES PHASE 1
PORTIONS OF THE NE 1/4 OF SECTION 32, TOWNSHIP 09 NORTH, RANGE 28 EAST, W.M.,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.



EASEMENT TABLE

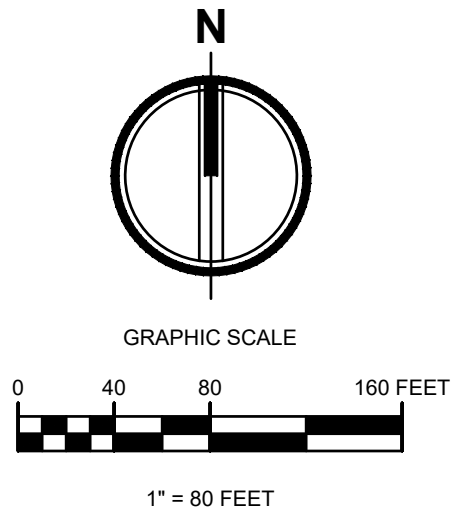
- 10 FOOT PUBLIC UTILITY EASEMENT.
- 15 FOOT PUBLIC TRAIL EASEMENT.
- 5 FOOT COMMUNICATION UTILITY EASEMENT.
- 10 FOOT COMMUNICATION UTILITY EASEMENT.
- 30 FOOT TEMPORARY UTILITY AND ACCESS EASEMENT (TO VACATE UPON RECORDING OF SUBSEQUENT PHASE).
- 20' IRRIGATION EASEMENT. SUPERCEDES AND REPLACES PORTION OF 20' IRRIGATION EASEMENT AFN 96-12391 LYING WITHIN PLAT BOUNDARIES.

TRACT TABLE

TRACT A-OPEN SPACE (TRAIL)*
TRACT B-OPEN SPACE (TRAIL)*
TRACT C-OPEN SPACE (TRAIL)*
TRACT D-STORMWATER**
TRACT E-STORMWATER**
TRACT F-STORMWATER**
TRACT G-OPEN SPACE (TRAIL)*
TRACT H-OPEN SPACE (TRAIL)*
TRACT I-OPEN SPACE (TRAIL)*
TRACT J-OPEN SPACE (TRAIL)*
TRACT K-STORMWATER**
TRACT L-TO BE RETAINED BY DEVELOPER-FUTURE DEVELOPMENT
TRACT M-OPEN SPACE (TRAIL)*

*TRACTS A, B, C, G, H, I, J, K AND M SHALL BE OWNED AND MAINTAINED BY THE GOOSE RIDGE ESTATES HOME OWNER'S ASSOCIATION.

**TRACTS D, E, F AND K ARE HEREBY DEDICATED TO THE CITY OF RICHLAND FOR STORMWATER FACILITIES WITH THE RECORDING OF THIS PLAT.



LEGEND

- SET 5/8 REBAR AND CAP LS 38480
- SET CITY OF RICHLAND MONUMENT
- FOUND CITY OF RICHLAND MONUMENT
- SEE EASEMENT TABLE ON SHEET 1

ADDRESS
(ABT) LOT REQUIRED TO CONTAIN AN ALTERNATE BUILDING TYPE AS DESCRIBED BY LUDR. SEE NOTE 7.

PROPERTY CORNERS

SET 5/8 REBAR AND CAP LS 38480 AT ALL PROPERTY CORNERS

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF BILL MONSON, MANAGING MEMBER
FOR MONSON FAMILY DEVELOPMENT WASHINGTON, LLC., RECORDED IN VOLUME
OF PLATS.

ON PAGE _____, RECORDS OF BENTON COUNTY, WASHINGTON, AT _____
MINUTES PAST _____, THIS _____ DAY OF _____, 2020 A.D.

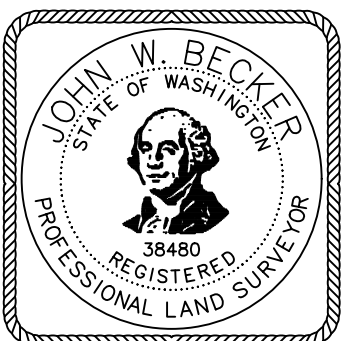
BENTON COUNTY AUDITOR _____ FEE NUMBER _____

SURVEYOR'S CERTIFICATE

I, JOHN W. BECKER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN FEBRUARY 2020, AT THE REQUEST OF MONSON DEVELOPMENT WASHINGTON, LLC.

JOHN W. BECKER, PLS 38480

DATE



5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 509.380.5885 FAX www.ahbl.com WEB

GOOSE RIDGE ESTATES PHASE 1
PORTIONS OF THE NE 1/4 OF SECTION 32, TOWNSHIP 09 NORTH, RANGE 28 EAST, W.M.,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	20.01	S69° 09' 23"E
L2	12.50	S67° 13' 02"E
L3	7.52	S62° 45' 25"E
L4	28.50	S22° 46' 58"W
L5	23.53	S22° 46' 58"W
L6	30.05	S64° 19' 00"E
L7	30.05	S64° 19' 00"E
L8	28.00	S21° 59' 50"W
L9	28.00	S21° 59' 50"W
L10	47.10	S66° 33' 48"E
L11	30.00	S21° 57' 56"W
L12	30.00	S21° 57' 56"W
L14	42.03	S67° 12' 41"E
L15	45.31	S66° 33' 48"E
L16	106.44	S66° 33' 48"E
L17	106.93	N67° 32' 11"W
L18	21.93	N67° 32' 11"W
L19	85.00	N67° 32' 11"W
L20	44.53	S67° 12' 41"E
L22	44.54	S67° 12' 41"E
L23	28.00	N22° 27' 49"E
L24	28.00	N22° 27' 49"E
L25	30.00	N67° 13' 02"W
L26	30.00	N67° 13' 02"W
L27	40.22	N22° 46' 58"E
L28	53.14	N22° 46' 58"E
L29	30.01	S67° 32' 11"E
L30	16.43	N67° 46' 58"E
L31	8.32	N67° 46' 58"E
L32	3.38	S67° 12' 41"E
L33	24.11	N22° 46' 58"E
L34	24.10	N22° 46' 58"E
L35	47.50	N67° 12' 41"W
L36	8.35	N22° 13' 02"W
L37	16.40	N22° 13' 02"W
L38	3.40	S67° 12' 41"E
L39	11.43	N67° 46' 58"E
L40	6.25	N67° 46' 58"E
L41	42.51	S66° 32' 10"E
L42	6.92	N66° 32' 10"W
L43	26.96	N22° 46' 58"E

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH	
C1	39.69	25.00	90°57'48"	N67° 58' 56"E	35.65	
C2	38.85	25.00	89°02'12"	N22° 01' 04"W	35.06	
C3	25.60	1000.00	1°28'00"	S67° 16' 10"E	25.60	
C4	26.32	1028.00	1°28'00"	N67° 16' 10"W	26.32	
C5	39.69	25.00	90°57'48"	S67° 58' 56"W	35.65	
C6	3.65	972.00	0°12'55"	N67° 53' 42"W	3.65	
C7	38.86	25.00	89°03'50"	S22° 01' 53"E	35.07	
C8	38.85	25.00	89°02'12"	N22° 01' 04"W	35.06	
C9	30.31	1288.00	1°20'54"	S67° 14' 15"E	30.31	
C10	2.76	1288.00	0°07'22"	S67° 58' 23"E	2.76	
C11	33.84	1318.00	1°28'16"	S67° 17' 56"E	33.84	
C12	39.68	25.00	90°56'10"	N67° 58' 07"E	35.64	
C13	25.70	270.00	5°27'17"	S63° 50' 09"E	25.69	
C14	35.99	270.00	7°38'16"	S57° 17' 23"E	35.97	
C15	33.17	330.00	5°45'33"	S56° 21' 01"E	33.16	
C16	45.97	330.00	7°58'53"	S63° 13' 15"E	45.93	
C17	71.95	300.00	13°44'27"	S60° 20' 28"E	71.77	
C18	68.55	300.00	13°05'33"	S60° 01' 01"E	68.40	
C19	34.61	1348.00	1°28'16"	S67° 17' 56"E	34.61	
C20	39.68	25.00	90°56'10"	N67° 58' 07"E	35.64	
C21	39.29	25.00	90°02'13"	N22° 31' 04"W	35.37	
C22	38.86	25.00	89°03'50"	S22° 01' 53"E	35.07	
C23	39.25	25.00	89°57'47"	S67° 28' 56"W	35.34	
C24	26.57	330.00	4°36'45"	S64° 15' 25"E	26.56	
C25	48.84	330.00	8°28'48"	S57° 42' 39"E	48.80	
C26	20.30	270.00	4°18'31"	S55° 37' 30"E	20.30	
C27	44.45	270.00	9°25'56"	S62° 29' 44"E	44.40	
C28	10.43	25.00	23°53'50"	N55° 35' 16"W	10.35	
C29	39.25	25.00	89°57'47"	N67° 28' 56"E	35.34	
C30	39.29	25.00	90°02'13"	S22° 31' 04"E	35.37	
C32	6.49	25.00	14°52'57"	N74° 58' 39"W	6.48	
C33	19.36	25.00	44°21'53"	S75° 23' 56"W	18.88	
C34	3.17	400.00	0°27'14"	S23° 00' 35"W	3.17	
C35	80.56	1000.00	4°36'57"	S69° 50' 39"E	80.54	

PLAT CLOSURE

NORTH: 320129.6050' EAST: 1945999.2000'
SEGMENT #1 : LINE
COURSE: N71° 45' 56.49"W LENGTH: 134.19'

NORTH: 320171.5936' EAST: 1945871.7484'
SEGMENT #2 : LINE
COURSE: N67° 13' 02.48"W LENGTH: 1777.89'

NORTH: 320860.0572' EAST: 1944232.5685'
SEGMENT #3 : LINE
COURSE: N22° 46' 58"E LENGTH: 490.24'

NORTH: 321312.0484' EAST: 1944422.4083'
SEGMENT #4 : LINE
COURSE: N67° 46' 57.59"E LENGTH: 24.75'

NORTH: 321321.4069' EAST: 1944445.3208'
SEGMENT #5 : LINE
COURSE: N22° 46' 57.52"E LENGTH: 48.21'

NORTH: 321365.8556' EAST: 1944463.9894'
SEGMENT #6 : LINE
COURSE: N22° 13' 02.41"W LENGTH: 24.75'

NORTH: 321388.7681' EAST: 1944454.6309'
SEGMENT #7 : LINE
COURSE: N22° 46' 57.52"E LENGTH: 200.01'

NORTH: 321573.1734' EAST: 1944532.0821'
SEGMENT #8 : LINE
COURSE: N67° 46' 57.59"E LENGTH: 17.68'

NORTH: 321579.8586' EAST: 1944548.4494'
SEGMENT #9 : LINE
COURSE: N22° 46' 57.52"E LENGTH: 52.03'

NORTH: 321627.8292' EAST: 1944568.5973'
SEGMENT #10 : LINE
COURSE: N67° 13' 02.48"W LENGTH: 12.50'

NORTH: 321632.6697' EAST: 1944557.0726'
SEGMENT #11 : LINE
COURSE: N22° 46' 57.52"E LENGTH: 301.72'

NORTH: 321910.8496' EAST: 1944673.9095'
SEGMENT #12 : LINE
COURSE: S69° 09' 22.96"E LENGTH: 680.99'

NORTH: 321668.5407' EAST: 1945310.3322'
SEGMENT #13 : LINE
COURSE: S64° 18' 59.96"E LENGTH: 744.24'

NORTH: 321345.9893' EAST: 1945981.0435'
SEGMENT #14 : LINE
COURSE: S77° 57' 10.66"E LENGTH: 73.77'

NORTH: 321330.5924' EAST: 1946053.1889'
SEGMENT #15 : LINE
COURSE: S2° 34' 25.30"W LENGTH: 1202.20'

NORTH: 320129.6050' EAST: 1945999.2049'

PERIMETER: 5785.16' AREA: 1951921.19 SQ. FT.

ERROR CLOSURE: 0.0048 COURSE: N89° 53' 38.28"E

ERROR NORTH: 0.00001 EAST: 0.00483

PRECISION 1: 1205243.75

SURVEYOR'S CERTIFICATE

I, JOHN W. BECKER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN FEBRUARY 2020, AT THE REQUEST OF MONSON DEVELOPMENT WASHINGTON, LLC.

JOHN W. BECKER, PLS 38480 DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF BILL MONSON, MANAGING MEMBER
FOR MONSON FAMILY DEVELOPMENT WASHINGTON, LLC., RECORDED IN VOLUME

OF PLATS,

ON PAGE RECORDS OF BENTON COUNTY, WASHINGTON, AT

MINUTES PAST M., THIS DAY OF 2020 A.D.

BENTON COUNTY AUDITOR FEE NUMBER



**RICHLAND HEARING EXAMINER
TECHNICAL ADVISORY COMMITTEE REPORT
FEBRUARY 1, 2019**

APPLICANT: BILL MONSON C/O MONSON DEVELOPMENT WASHINGTON, LLC

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE 35.88 ACRES INTO 106 SINGLE-FAMILY RESIDENTIAL LOTS AND 12 TRACTS, (THE PLAT OF GOOSE RIDGE ESTATES AT BADGER MOUNTAIN SOUTH)

LOCATION: IMMEDIATELY EAST OF THE INTERSECTION OF MALBEC AVENUE AND HIGHVIEW STREET WITHIN THE BADGER MOUNTAIN SOUTH SUB-AREA

ENGINEER: AHBL ENGINEERING (JOHN BECKER)

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

The Technical Advisory Committee conducted a review of the request and recommends that if the preliminary plat is approved, such approval be subject to the following conditions:

General Conditions:

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

issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the approved plan submittal.

5. When the construction is substantially complete a review set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the review copy, a final copy of the record drawings shall be submitted along with a CAD copy. The electronic as-built record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
6. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of plat acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for plat acceptance.
7. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
8. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"=40'.
9. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
10. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811")." Or: <http://www.call811.com/>
11. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development. *Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer.* The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.
12. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

13. Public improvement design shall follow the following general format:
 - A. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specs and details by visiting the City's web page.
 - B. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - C. Storm sewer shall be aligned on the south and east side of street centerlines.

- D. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
- E. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
- F. Water lines shall be aligned on the south and east side of street centerlines.
- G. Watermains larger than 8-inches in diameter shall be ductile iron.
- H. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
- I. All watermains outside areas zoned R1 shall be ductile iron.
- J. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
- K. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC or C900 PVC. The entire main from manhole to manhole shall be the same material. Private sewer service lines over 15-feet deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.
- L. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
- M. All utilities shall be extended to the adjacent property (properties) at the time of construction.
- N. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
- O. The minimum centerline radius for local streets shall be 100-feet.
- P. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
- Q. An overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
- R. A detailed grading plan shall be included in the submitted plan set.
- S. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
- T. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
- U. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
- V. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
- W. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
- X. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
- Y. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
- Z. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).
- AA. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.

14. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.
15. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
 - A. 2-inches compacted gravel, minimum (temp. SEVA only).
 - B. 2% cross-slope, maximum.
 - C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - D. Be 20-feet in width.
 - E. Have radii that are accommodating with those needed for City Fire apparatus.

Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the Fire Dept. Temporary SEVA's shall be constructed with 2-inches of compacted gravel, at a minimum. Permanent SEVA's shall be paved with 2-inches of asphalt over 4-inches of gravel, at a minimum.

16. SURVEY MONUMENT DESTRUCTION:

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

 - A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). WAC 332-120-030(2) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments." (RCW 58.09.130).
 - B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).
 - C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

When a monument must be removed during an activity that might disturb or destroy it, a licensed Engineer or Land Surveyor must complete, sign, seal and file a permit with the DNR.

It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

Traffic & Streets:

17. The "Goose Ridge Estates" Preliminary Plat is identified as generating 103 PM peak hour trips. These peak hour trips shall count toward all other Master Agreement Exhibit, Section 5.1 improvements that are triggered by a specific number of traffic PM peak hour trips.
18. The Goose Ridge Estates preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered

by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA).

19. "Road A" shall be extended to the north plat boundary as a collector street as required in the Badger Mountain Subarea Plan.
20. Corvina Street shall be constructed as a collector through the plat to the eastern boundary.
21. Malbec Ave. shall be constructed full width including curb, gutter and provisions for storm drainage from Ava Way to Highview Street concurrent with the first phase of development. Sidewalk and street lights are required along the east side of Malbec at the time of construction. A ten-foot public utility easement along these roadways shall be provided on the face(s) of the final plats.
22. A traffic signal shall be constructed at the Dallas Road/Trowbridge Blvd. intersection concurrent with the project that generates the 600th PM peak-hour trip for the entire Badger Mountain South Development. This requirement is applied to enforce the provisions of the Badger Mountain South Master Agreement. The City is tracking the accumulation of approved trip generating projects according to the approval date of the development.
23. Pedestrian ramps shall be designed to current City standard details and A.D.A. guidelines. Adequate Right-of-Way shall be provided at corners to allow for at least 1-foot of ROW behind the ped. ramp landing. Crosswalks between pedestrian ramps shall be designed to City guidelines and A.D.A. guidelines. Crosswalks at stop-controlled intersections shall have cross-slopes less than 2%. Crosswalks crossing thru-streets shall have cross-slopes less than 5%. The road profile shall be designed to accommodate this.
24. The vision-clearance triangle needs to be shown on all corner lots on both the construction plans and the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
25. Sidewalks shall be installed along all public Right of Way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, tracts, etc.).
26. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

27. Any grading operations that take place near or over the top of the existing 16-inch domestic water main shall ensure that adequate cover remains over the water main so as to protect it from breakage or freezing. It shall be the responsibility of the developer to re-install any water mains that have too little (or too much) cover over them as a result of grading operations, or that will result in this water main being in a building lot. This water main needs to be within the roadway whenever possible. The existing main shall be exposed and surveyed at multiple locations as part of the grading permit application.
28. Domestic water shall be extended to the adjoining properties adjacent to the plat.

29. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed.
30. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer:

31. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.
32. Sanitary sewer shall be extended to the adjoining properties adjacent to the plat.

Storm Water:

33. This project may require coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.
34. All storm drainage systems shall be designed following the core elements defined in the latest edition of the Stormwater Management Manual for Eastern Washington. The Hydrologic Analysis and Design shall be completed based on the following criteria: Washington, Region 2, Benton County; SCS Type 1A – 24 Hour storm for storm volume. The applicant's design shall provide runoff protection to downstream property owners.
35. The flow-rate of the public storm drainage system shall be designed using the 2-Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbara method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.
36. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition, a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal.
37. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.

38. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").
39. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 24 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not perk within 24 hours.
40. As per RMC chapter 24.20.070, the storm drainage system installed as part of this plat may need to be oversized in order to handle the additional flow from future developments in the vicinity.
41. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
42. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of trimming weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.
43. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowner's association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.
44. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

Final Platting / Project Acceptance Requirements:

45. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
46. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final acceptance. Off-site ("third party") easements for City infrastructure are the responsibility of the developer to obtain. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.

47. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
48. Ten-foot wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.
49. The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
50. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the property owners to maintain.
51. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
52. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
53. Any restricted parking areas shall be indicated on the final plats.

Building & Planning Requirements:

54. The use (single-family or duplex) of each lot shall be noted on the face of all subsequent final plats.
55. Prior to final plat submittal a geotechnical investigation shall be conducted in accordance to the 2015 IBC Section 1803. A grading permit shall be issued and final observation by the City of Richland and Geotechnical Engineer of Record. Any specific geo-technical requirements regarding foundation footings and site slopes shall be noted on the plat along with reference to geotechnical engineer and report date.
56. All final plats shall contain following plat note: *"Addresses shown in brackets are subject to change by the City of Richland. Zip code: 99352"*.
57. Upon or before final plat submittal please supply five (5) name options for street segments labeled Rd A & B.
58. Prior to submitting final plats, indicate which lots, if any, will allow construction of 2-family dwellings (duplex). Address numbers, if any, shall be added to the final plat for approval prior to recording.



Exhibit C to Resolution No. 128-20

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

**FINDINGS, CONCLUSIONS AND
RECOMMENDATION OF APPROVAL
“GOOSE RIDGE ESTATES” PRELIMINARY PLAT
(PUBLICLY NOTICED AS “MONSON FAMILY ESTATES”)**

FILE NUMBER: S2018-104

APPLICANT/OWNER: BILL MONSON C/O MONSON DEVELOPMENT WASHINGTON LLC

APPLICATION: TO SUBDIVIDE 35.88 ACRES INTO 106 RESIDENTIAL LOTS

LOCATION: PART OF THE BADGER MOUNTAIN SOUTH SUB-AREA, EAST OF THE
INTERSECTION OF MALBEC AVENUE AND HIGHVIEW STREET.

PARCEL NUMBERS: THE PROPOSED PLAT APPEARS TO LIE ENTIRELY WITHIN AND COMPRISE THE
ENTIRETY OF BENTON COUNTY ASSESSOR PARCEL NO. 132983000003005,
ALL OF WHICH IS OWNED BY THE APPLICANT, MONSON DEVELOPMENT
WASHINGTON LLC

REVIEW PROCESS: TYPE III, PRELIMINARY PLAT,
HEARING EXAMINER RECOMMENDATION TO CITY COUNCIL

SUMMARY OF RECOMMENDATION: *APPROVE*, SUBJECT TO CONDITIONS

DATE OF RECOMMENDATION: MARCH 13, 2019

CONTENTS OF RECORD

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding the “Monson Family Estates” Preliminary Plat, File No. S2018-104, dated January 14, 2019;

1 – 13. As described and indexed on page 18 of the Staff Report.

In advance of hearing, items added to record:

- 14. Letter from Larry White (Master Plan Administrator) denying the request for a Master Agreement Consistency Recommendation (MACR);
- 15. Email correspondence between Mr. White and Mr. O’Neill regarding Master Plan Administrator review for the proposed plat;
- 16. Applicant response to MACR Denial from Master Plan Administrator, Mr. White;
- 17. Letter from applicant suggesting different Master Plan Administrator;
- 18. a. Letter, with redline comments, referenced by applicant’s representative, Mr. Becker, at the public hearing;
b. Materials attached to and referenced in Mr. Becker’s letter;

Post-hearing materials provided to the Examiner and included in the record:

- 19. Map of BMS community, from older version of LUDR;
- 20. Letter from Larry White, Master Plan Administrator, indicating consistency of revised “Goose Ridge Estate” preliminary plat with master agreement for the BMS community;
- 21. Revised plat site plan, renamed “Goose Ridge Estates”;
- 22. Post-hearing Staff memo, summarizing the applicant’s proposed plat revisions, and communications with Master Plan Administrator and applicant representatives;
- 23. REVISED TAC Report, generated to address revised plat materials for the “Goose Ridge Estates” proposal; and
- 24. E-mail from applicant representatives with AHBL.

Testimony/Comments: Staff and an applicant representative provided sworn testimony at the public hearing. A digital recording of the public hearing is maintained by staff and is included as part of the file for this matter.

APPLICABLE LAW

Under applicable provisions of the Richland Municipal Code (RMC), a preliminary plat application is first subject to review and approval by city staff with respect to the engineering elements of said plat, then the Hearing Examiner is responsible for conducting an open record public hearing followed by a recommendation to the City Council. A preliminary plat application is a Type III procedure. RMC 19.20.010(C)(1).

As explained in RMC 24.12.050(A), the hearing examiner shall consider any preliminary plat application and shall conduct an open record public hearing in accordance with Chapter 19.60 RMC. After the public hearing and review of materials in the record, the hearing examiner shall determine whether the preliminary plat is in accordance with the comprehensive plan and other applicable code requirements and shall either make a recommendation for approval or disapproval to the city council.

The same provision of the city's code (RMC 24.12.050) provides that any recommendation for approval of the preliminary plat shall not be given by the hearing examiner without the prior review and approval of the city manager or her designee with respect to the engineering elements of said plat including the following:

1. Adequacy of proposed street, alley, right-of-way, easement, lighting, fire protection, drainage, and utility provisions;
2. Adequacy and accuracy of land survey data;
3. The submittal by the applicant of a plan for the construction of a system of street lights within the area proposed for platting, including a timetable for installation; provided, that in no event shall such a plan be approved that provides for the dedication of such a system of lighting to the city later than the occupancy of any of the dwellings within the subdivision.

The City's decision criteria for preliminary plat approval are substantially similar to state subdivision mandates found in RCW 58.17.110(2)¹ and reads as follows:

¹ "A proposed subdivision and dedication shall not be approved unless the city, town, or county legislative body makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds

Richland Municipal Code 24.12.053 Preliminary plat – Required findings.

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

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

And RMC 19.60.095 mandates the following additional findings:

19.60.095 Required findings.

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

- A. The development application is consistent with the adopted comprehensive plan and meets the requirements and intent of the Richland Municipal Code.*
- B. Impacts of the development have been appropriately identified and mitigated under Chapter [22.09](#) RMC.*
- C. The development application is beneficial to the public health, safety and welfare and is in the public interest.*
- D. The development does not lower the level of service of transportation facilities below the level of service D, as identified in the comprehensive plan; provided, that if a development application is projected to decrease the level of service lower than level of service D, the development may still be approved if improvements or strategies to raise the level of service above the minimum level of service are made concurrent with development. For the purposes of this section, “concurrent with development” means that required improvements or strategies are in place at the time of occupancy of the project, or a financial commitment is in place to complete the required improvements within six years of approval of the development.*
- E. Any conditions attached to a project approval are as a direct result of the impacts of the development proposal and are reasonably needed to mitigate the impacts of the development proposal.*

The burden of proof rests with the applicant, and any decision to approve or deny a preliminary plat must be supported by evidence that is substantial when viewed in light of the whole record. RCW 36.70C.130(1)(c); and RMC 19.60.060. The application must be supported by proof that it conforms to the applicable elements of the city's development regulations, comprehensive plan and that any significant adverse environmental impacts have been adequately addressed. RMC 19.60.060.

ISSUE PRESENTED

Whether substantial evidence demonstrates that the applicant has satisfied their burden of proof to satisfy the criteria for preliminary plat approval?

Short Answer: Yes, subject to conditions.

FINDINGS of FACT

1. Upon consideration of the Staff Report, exhibits, public hearing testimony, and the Badger Mountain South LUDR provisions, this Recommendation is now in order. Based on all the evidence, testimony, codes, policies, regulations, and other information contained in the Record, the Examiner issues the following findings, conclusions and Recommendation to approve the preliminary plat as set forth below.
2. Any statements in previous or following sections of this document that are deemed findings are hereby adopted as such.
3. Bill Monson, dba Monson Development Washington LLC, of Benton City, Washington, is the applicant and owner of the parcel of property addressed in this preliminary plat application. (*Exhibit 1; Ex. 2, initial site plan, page C1.0*).
4. The project site is currently planted with grape vines, as shown in Exhibit 11. The existing neighborhood known as West Vineyard 1, Phase 1 is located immediately west of the site. The applicant also owns a much larger parcel of property immediately east of the proposed plat, which is also within the Badger Mountain South master planned community. (*Assessor records*).
5. The city received the pending application for preliminary plat approval on or about November 1, 2018. (*Staff Report, page 9; Ex. 1, Preliminary Plat Application Form cover sheet for a project identified as 'Monson Family Estates, Phase 1'*). Following initial review, which did not include any submittal from the applicant to verify the Master Plan Administrator's determination regarding the application's consistency with the current

Land Use and Development Regulations (LUDR) for the Badger Mountain South master-planned community, city staff mailed and published Notices of the Application and Public Hearing for the matter on or about November 1, 2018. (*Staff Report, page 9; Ex. 3*). All written comments received prior to the hearing from members of the public or interested agencies are included in the record as part of Exhibit 9.

6. This proposed subdivision is part of the Badger Mountain South Subarea Plan and is part of the master planned community of Badger Mountain South, which is intended to be a “walkable and sustainable community” with a range of housing types, mixed-use neighborhoods, up to 5,000 dwelling units, businesses and other commercial activities, all subject to specially adopted Land Use and Development Regulations (LUDR) for the area. (*Staff Report, page 3; LUDR, 1.A, Intent, and 1.B, Purpose*). The project will have convenient access to/from Interstate 82, via Dallas Road, which intersects with Ava Way and Trowbridge Blvd. (*Ex. 2, page C1.0, vicinity map*).
7. The initial application materials and all public notices issued for this matter referenced the underlying project as the “Monson Family Estates” Preliminary Plat. After the public hearing, in submittals and revisions offered on behalf of the applicant and received by the Examiner in February, the project changed. Among other things, the proposed name of the new plat is now “Goose Ridge Estates,” and the number of lots requested has increased from 103 to 106, in order to move further to achieving the density requirements applicable to the Badger Mountain South Master Plan. Other changes are noted elsewhere in this recommendation and file materials.
8. The proposed subdivision would divide almost 36 acres into a development site with 106 residential lots.
9. The Master Agreement Consistency Recommendation (MACR) Supplement to the application (included in the record as Exhibit 4) was not revised and notes that the project is located within the Neighborhood Edge and Neighborhood General Districts of the Badger Mountain South area (*Ex. 4, on page 2, items 5 and 6*). The MACR Supplement also explains that the building types likely to be developed in the project are “*Single-family Street Access, Duplex or Accessory Units.*” (*Ex. 4, on page 2, item 8, citing to LUDR p.2-4*). The Examiner finds that this listing of possible building types for the proposed plat is consistent with the “Building Type Table” found in Sec. 2.D of the LUDR.
10. The same exhibit expressly provides that: “*In the ... Neighborhood General (NG) Districts, two (2) building types [are] required on each block; see Section 2.D [of the LUDR] for Building Type Table*”; and goes on to observe that: “*The plat contains lots with a variety of sizes. Thus, a number of different building types may be accommodated. This variety is intended to encourage a mix of housing price points*” (*See Ex. 4, item 9.3*).
11. While the Staff Report (on page 7) explains that the applicant’s submittals indicate an intent to develop the entire plat exclusively with single-family homes without any variety of housing types as required by the LUDR, the Examiner does not have authority or

discretion to ignore a provision of any applicable development regulation that is “required”. For instance, Sec. 7.B(5)(a) of the LUDR, captioned “Block Standards”, expressly provides that *“In order to create neighborhood diversity, a minimum number of Building Types per block are required”* – showing “2 Types/Block” for lands located in the Neighborhood General (BMS-NG) District. (See LUDR, at Sec. 7.B(5)(a)(3), *emphasis added*).

12. Based on such requirement, this Recommendation includes a new condition that would direct attention to controlling provisions of the LUDR that mandate at least two (2) types of Building Types per block in all portions of the new plat that fall within the “Neighborhood General” land use designation of the Badger Mountain South area. The area is depicted on page 3 of the Staff Report, in Figure 2. Comparing proposed (and revised) plat maps with Figure 2, it appears as though only lots that front the new extension of Highview Street would be excluded from this two-building type per block requirement, so all other blocks fronting the new extensions of Corvina and Barbera Streets in the new plat must do so.
13. Consistent with LUDR Sec. 1.G(5), 7.B(5)(a)(3), and recommended TAC Condition of Approval No 56 (renumbered 54 in the revised TAC Report received by the Examiner in February), the face of the final plat documents must identify the building type(s) that will be allowed on each lot, and demonstrate that there will be two building types per block for all blocks of the proposed plat that are within the BMS-NG District.

SEPA Compliance.

14. The City of Richland’s Planned Action Ordinance adopted for the Badger Mountain master planned community covers development within the Badger Mountain South Subarea. The Supplemental Final Environmental Impact Statement issued for the Planned Action Ordinance covers the site of this proposed plat. Accordingly, standard SEPA review is not required, so long as the project is consistent with the master plan and mitigation measures adopted and identified in applicable SEPA documentation for the master planned area. (*Staff Report discussion, at pages 10 and 11; and Ex. 5, Planned Action Consistency Determination*). With such documentation, and so long as the project is developed in a manner that meets the requirements found in the LUDR provisions applicable to the BMS master planned community, the pending application satisfies(ies) applicable SEPA review requirements.

Public Hearing.

15. The open-record public hearing for the application occurred on January 14, 2019, wherein the undersigned Examiner presided, and all persons wishing to provide comments were heard, providing testimony under oath. The Examiner visited the site of the proposed project, and public roads leading to and from the vicinity of the proposed plat, several weeks before the hearing and is familiar with the Badger Mountain South area from previous visits in connection with other applications over the last few years.

16. Shortly before the public hearing, the Examiner was informed that the Master Plan Administrator for the Badger Mountain South master planned community, Lawrence J. White, could not/would not be able to issue a favorable Master Plan Consistency Determination for the project. (*Staff Report, page 8; Ex. 12, pre-hearing correspondence between staff and Mr. White*).
17. The hearing went forward on the noticed-date, at which time the Examiner noted the missing pieces and parts of a standard preliminary plat application for properties located in the BMS community, like this one. The applicant representative asserted that the application should move forward as submitted, while Staff requested additional time to see if the Master Plan Administrator, Mr. White, could review the materials and issue a letter regarding the application's compliance with the Master Agreement and LUDR provisions for the BMS community. Given the materials and evidence in the record at the time of the hearing, the Examiner would have recommended denial of the pending application because the applicant failed to demonstrate compliance with applicable development regulations, particularly those found in the LUDR. Instead of recommending denial, the Examiner held the record open to provide the staff and applicant teams to address outstanding issues, including submittal of a plat design that complies with LUDR provisions, like other projects in the BMS community are required to do.
18. In February, staff forwarded revised plat designs prepared by the applicant and recommendations regarding the pending preliminary plat, now known as "Goose Ridge Estates."
19. While the TAC report includes a recommended condition of approval under which all final plat maps must indicate "single-family or duplex" building types on each lot within the development, the language should be clearer, to ensure that the developer and regulatory-staff responsible for final reviews needed to obtain final plat approval from the city, fully recognize that the condition arises from a requirement – not an option or suggestion – included in the LUDR. Again, Sec. 7.B(5)(a) of the LUDR, captioned "Block Standards", expressly provides that "*In order to create neighborhood diversity, a minimum number of Building Types per block are required*" – showing "2 Types/Block" for lands located in the Neighborhood General (BMS-NG) District. (*See LUDR, at Sec. 7.B(5)(a)(3), emphasis added*).
20. The Staff Report and recommendation of approval (*Ex. A*), includes a number of specific findings and conditions that establish how the underlying plat application, as conditioned, satisfies provisions of applicable law, is consistent with the city's Comprehensive Plan, and is designed or conditioned to comply with applicable development standards and guidelines. It points out some requirements found in the LUDR that the final plat must reflect, such as providing at least two building types on blocks within certain land use districts (as discussed above). Because this application appears to have been submitted in haste, and without adequate focus on requirements found in the LUDR, an additional condition of approval should be added to ensure that all staff and future developer representatives fully understand and appreciate that the burden is on the applicant to show

compliance with applicable provisions of the LUDR and the Richland Municipal Code at every stage of development, whether or not such provisions are enumerated or referenced in the approved preliminary plat plans, in the staff report, in this Recommendation, or in the City Council's possible action to approve this preliminary plat as conditioned.

21. In previous public hearings before the Examiner on applications involving properties located within the Badger Mountain South master planned community, local residents expressed general frustration about the need for more retail services in the neighborhood and about rosy statements that realtors or developers made to buyers about upcoming retail venues that would soon be built in the BMS community to serve local residents, making the neighborhood a place where people can easily walk to and from appealing stores and businesses. Each time, such residents were reminded by applicant and developer representatives that retailers want density and proximity to collections of potential customers, which will not materialize until more of the BMS community is developed to increase density and population figures. Obviously, if new plats are allowed to move forward by ignoring requirements to include more than one building type in certain land use districts, the density goals will grow harder and harder to achieve.
22. In some hearings, people opposed rental apartments in the area, failing to appreciate the density mandates included in the LUDR provisions for the greater BMS community.
23. In this application, the applicant's plat drawings submitted thus far omit reference to requirements in the LUDR that at least two building types must be provided on most blocks in the new plat, excluding only those fronting Highview Street, which appear to lie outside the Neighborhood General (BMS-NG) land use district. Obviously, options in housing types, with more than just single-family detached dwelling units, is the goal explained in the LUDR requirements for the community. Conditions of approval must be included to ensure the final plat and all phases of the proposed plat comply with all provisions found in the LUDR, not just those that the current applicant prefers at this moment.

Compliance with city development regulations achieves consistency with the Comprehensive Plan

24. RMC 24.04.020 explains that the purpose of the City's platting and subdivision codes is *"in furtherance of the comprehensive plan of the city"* and that such regulations contained in the city's platting and subdivision codes *"are necessary for the protection and preservation of the public health, safety, morals and the general welfare, and are designed, among other things, to encourage the most appropriate use of land throughout the municipality; to lessen traffic congestion and accidents; to secure safety from fire; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; to promote the coordinated development of unbuilt areas; to secure an appropriate allotment of land area in new developments for all the requirements of community life; to conserve and restore natural beauty and other natural resources; and to facilitate the adequate provision of transportation, water, sewerage and other public*

uses and requirements.” The effect of this provision boils down to this: compliance with the City’s Comprehensive Plan can be established, or at least partially established, through compliance with the city’s platting and subdivision regulations found in Title 24 of the Richland Municipal Code. In this matter, substantial evidence in the record clearly establishes compliance by the proposed plat (as conditioned herein) with the city’s land platting regulations that are applicable to this project, including without limitation those reflected in the LUDR for Badger Mountain South, thus implementing and complying with the City’s Comprehensive Plan. (*See Staff Report, all Findings*). Obviously, if the proposed plat is not designed and/or conditioned to demonstrate compliance with all applicable LUDR provisions, then the application would NOT be compliant with the city’s comprehensive plan.

As Conditioned, and if developed in compliance with requirements in applicable LUDR provisions, the proposed plat will provide public benefits

25. The applicant’s submittals established that some aspects of the new subdivision will provide a public benefit, including without limitation, new housing inventory and options fulfilling the city’s goals and policies set forth in the Comprehensive Plan, construction of new roads, sidewalks, an attractive street system to serve the new plat, and other features that will serve to promote health benefits of a walkable, pedestrian-friendly community.

Substantial evidence demonstrates the proposed project, as conditioned, satisfies approval criteria.

26. The record contains substantial evidence to demonstrate that, as conditioned, the proposed plat makes appropriate provisions for:
- A. The public health, safety, and general welfare: See Staff Report; all Findings. ;
 - B. Open Spaces: *Staff Report, page 12, noting green-space tracts within the proposed plat totaling about 2.5 acres; also see trails and sidewalks that are part of the project, all of which are consistent with the LUDR; See discussion in item H.*
 - C. Drainage Ways: the project will be consistent with all applicable standards for stormwater system design, including without limitation the Department of Ecology Stormwater Management Manual for Eastern Washington. *Staff Report, page 12; TAC Report, recommended Storm Water conditions.*
 - D. Streets or roads, alleys, other public ways: the proposed plat has been reviewed by the City for compliance with applicable street system design requirements, and has been deemed consistent with all applicable LUDR and city standards for city roads, streets, driveways, access, circulation, transportation concurrency and the like. *Staff Report; Technical Advisory Committee report and proposed conditions, noting that the applicant questioned the connection of Malbec with Ava roadways, and that staff*

correctly included the connection so as to reduce new traffic flowing into the existing neighborhood to the west of the proposed plat.

- E. Transit stops: To the extent transit stops are or may be located nearby to serve residents of the proposed plat, or Richland residents generally, the subdivision design, access and internal circulation patterns, as conditioned, are appropriate to allow for pedestrians and vehicles to access arterials and other routes that could direct users to existing or future transit stops and facilities. The proposed plat is within the Ben Franklin Transit service area, though no bus service is currently provided for the neighborhood. The transit agency was given lawful notice of the proposed plat and did not provide any comments or feedback for consideration as part of the record in this matter. *Staff Report, page 12.*
- F. Potable water supplies: The new subdivision will receive its domestic water supply from the City of Richland. Staff confirms that adequate capacity is available within the city's water supply system to provide both domestic water and fire flow service to the new plat. Irrigation water will continue to be available within the plat, as provided by the Badger Mountain Irrigation District. *Staff Report, page 12; TAC Report, recommended Domestic Water conditions.*
- G. Sanitary systems: The City's sewer system has capacity to serve the proposed plat, and will do so. *Staff Report, at page 12; TAC Report, recommended Sanitary Sewer conditions.*
- H. Parks and recreation, playgrounds, schools: The Staff Report and site plans show that the project includes provisions for new open space, advancing the Badger Mountain South vision of urban trails throughout the master planned community. The Staff Report explains that the park mitigation fees will be paid for each dwelling unit constructed within the plat. School needs for future residents are adequately addressed in the LUDR for the Badger Mountain South master planned community. *Staff Report, pages 12 and 13.*
- I. Planning features to assure safe walking conditions for students: The proposed plat includes walking paths and sidewalks that will adequately provide safe walking routes and conditions for school children.

27. Except as modified in this Recommendation, including without limitation any language that might be read to excuse or waive the applicant's obligation to comply with all requirements and standards set forth in applicable development regulation for the property, particularly the LUDR, all Findings, and statements of fact contained in the Staff Report are incorporated herein by reference as Findings of the undersigned hearing examiner.²

² For purposes of brevity, only certain Findings from the Department's Recommendation are highlighted for discussion in this Recommendation, and others are summarized, but any mention or omission of particular findings should not be viewed to diminish their full meaning and effect, except as modified herein.

28. Based on all evidence, exhibits and testimony in the record, the undersigned Examiner specifically finds that the proposed plat, as conditioned below, makes appropriate provisions for the considerations detailed in applicable law, including without limitation RMC 24.12.050, .053, 19.60.095, and the LUDR provisions applicable to the Badger Mountain South area, and that the public use and interest will be served by the proposed plat and associated dedications and improvements.

CONCLUSIONS of LAW

1. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed plat, as conditioned below, conforms to all applicable zoning and land use requirements and appropriately mitigates adverse environmental impacts. Upon reaching such findings and conclusions as noted above, the preliminary plat meets the standards necessary to obtain approval by the City.
2. The proposed conditions of approval as set forth in the REVISED Technical Advisory Committee Report included in the Record as Exhibit 23, are reasonable, supported by the evidence, and capable of accomplishment. Additional or modified conditions should be included in the City Council's action to approve this preliminary plat, to ensure that provisions of the LUDR are followed as the project moves forward.
3. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions are hereby adopted as such.

RECOMMENDATION

Based upon the preceding Findings of Fact and Conclusions of Law, evidence presented through the course of the open record hearing, all materials contained in the contents of the record, and the Examiner's site visit, **the undersigned Examiner recommends that the City Council APPROVE the "Goose Ridge Estates" Preliminary Plat** application, subject to the Additional Conditions of Approval set forth below and all Conditions of Approval set forth in the City's REVISED Technical Advisory Committee Report, a copy of which is included in the Record as *Exhibit 23*, and adopted herein by reference.

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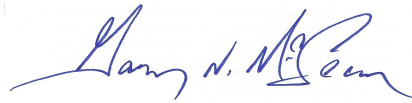
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Additional Conditions of Approval

A. The preliminary plat of Goose Ridge Estates shall comply with all applicable provisions of the Richland Municipal Code (RMC) and LUDR provisions for the Badger Mountain South community where this plat is located, whether or not such provisions are enumerated or referenced in the approved preliminary plat plans, in the staff report or in this Recommendation. The burden is on the applicant to show compliance with applicable provisions of the RMC and LUDR at every stage of development.

B. Consistent with LUDR Sec. 1.G(5), 7.B(5)(a)(3), and recommended TAC Condition of Approval No. 56 (renumbered 54 in the revised TAC Report received by the Examiner in February), the face of the final plat documents for all phases of the project must identify the building type(s) that will be allowed on each lot, and demonstrate that there will be two building types per block for all blocks of the proposed plat that are within the BMS-NG District.

Recommendation issued: March 13, 2019.



Gary N. McLean
Hearing Examiner for the City of Richland

SECURITY AND IMPROVEMENT AGREEMENT

THIS SECURITY AND IMPROVEMENT AGREEMENT ("Agreement") is made and entered into on this 22nd of July, 2020 ("Effective Date") by and between the **City of Richland** ("City"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Monson Development Washington** ("Developer"), a Washington limited liability company with service at 63615 East Jacobs Road, Benton City, seeking final plat approval of Goose Ridge Estates. City and Developer are referred to collectively as the "Parties."

I. RECITALS

WHEREAS, pursuant to Chapter 24.12 of the Richland Municipal Code (RMC), Developer has filed with the City an application for final plat approval of Goose Ridge Estates (the "Project"); and

WHEREAS, the Goose Ridge Estates was given preliminary plat approval by the Richland City Council on April 2, 2019, subject to the conditions of approval listed in Technical Advisory Committee (TAC) Report #S2018-104 and the applicable state and local development regulations in existence at the time; and

WHEREAS, RCW 58.17.170 provides that final plat approval shall be given by the City when the City finds that the subdivision proposed for final plat approval conforms to all terms of the preliminary plat approval, and that said subdivision meets the requirements of RCW 58.17, other applicable state laws, and any local ordinances in effect at the time of preliminary plat approval; and

WHEREAS, under circumstances where the improvements and land division work required by the RMC and the conditions of approval are not complete prior to a developer's application for final plat approval, RCW 58.17.130 and RMC 24.24.020 allow a developer to comply with the conditions of approval by entering into a secured agreement with the City to complete the improvements and land division work within a period of time specified by the City; and

WHEREAS, pursuant to RMC 24.12.090, upon receipt of a final plat application, the City Engineer is required to review the plat to determine whether minimum improvements have been provided as described by the RMC. If minimum improvements are lacking, the plat shall be rejected; and

WHEREAS, in consideration of final plat approval for the proposed Project by the City prior to completion of improvements, Developer desires to enter into this Agreement whereby Developer promises to install and complete, at its sole expense, all public improvement work required by the City for the proposed Project. Developer has secured this Agreement by improvements security required by RMC 24.24.020; and

WHEREAS, improvement plans and related specifications for the construction, installation and completion of the improvements identified herein have been prepared by the Developer, approved by the City, and are on file in the City's Public Works Department. Said improvement

plans and related specifications are incorporated herein by this reference.

NOW, THEREFORE, in consideration of the approval by the City of the Final Plat of Goose Ridge Estates, Developer and City agree as follows:

II. AGREEMENT

1. DEVELOPER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

- a. At its sole expense, Developer shall, in compliance with state law, the improvement plans approved pursuant to Right-of-Way Construction Permit No. PW-19-02677 and all applicable City standards, furnish, construct, install and guarantee the improvements described in the Goose Ridge Estates preliminary plat, the Richland Municipal Code, and the conditions of approval (the "Improvements").
- b. Developer shall acquire and dedicate, or pay the cost of acquisition of, all rights-of-way, easements and other real property for the construction or installation of the improvements, free and clear of all liens and encumbrances.
- c. Subject to any time extensions granted in accordance with Section 4, Developer shall complete all Improvements within twelve (12) months of the effective date of the agreement; provided, however, that if the City Engineer reasonably determines that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, including, without limitation, providing for the orderly subdivision of the surrounding area, the City Engineer shall give Developer not less than fifteen (15) calendar days' prior written notice to commence or accelerate installation and construction of improvements, or any portion thereof. The notice shall describe the work to be done by the Developer, the time within which the work will commence, and the period within which the work will be completed. All or any portions of said Improvements may be required to be constructed or completed at a specified time.
- d. If improvements to be constructed by Developer include monumentation, such monumentation shall be installed no later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Revised Code of Washington and Richland Municipal Code, and the delivery to the City Engineer of tie notes for said points.
- e. Developer shall, at its sole expense, replace or repair all existing and newly constructed public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Any such replacement or repair shall be subject to the approval of the City Engineer.
- f. Until any category of Improvements is accepted by the City, Developer shall be responsible for the care and maintenance of such improvements and shall bear all risks of loss or damage to said improvements. Neither City, nor its officers, agents and employees, shall have any liability for any accident, loss or damage to the Improvements prior to their

completion and acceptance by the City.

- g. Developer shall, at its sole expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees required by the federal, state, county, town or improvement district and all taxes required by law.
- h. Not less than fifteen (15) days prior to commencement of work on the Improvements, Developer shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections.

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

- a. Developer shall at all times maintain proper facilities and safe access for inspection for the Improvements by the City Engineer.
- b. Upon completion of the work on all or any category of the Improvements specified in **Schedule A**, the Developer may request a final inspection by the City Engineer. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall certify the completion of such Improvements.
- c. Developer understands and agrees that no building permits for homes to be constructed on the lots located within Goose Ridge Estates will be issued by the City of Richland Building Department until the minimum improvements identified in **Schedule A** are inspected and accepted by the City Engineer. Developer shall include this notice of restriction in all contracts for sale of lots within Goose Ridge Estates to homebuilders until the restrictions of this subsection c. are no longer applicable.

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

- a. If, within a period of one (1) year following the acceptance by the City of the last of the Improvements specified in **Schedule A**, any Improvements or part of any Improvements furnished, installed or constructed by the Developer, or any of the work performed under this Agreement, fails to comply with any requirements of this Agreement, or the Revised Code of Washington, Richland Municipal Code, or the Improvement Plans and related specifications, the Developer shall, without delay and without cost to the City, repair, replace, or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements.
- b. Should the Developer fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement or reconstruction to be undertaken before the Developer can be notified, then the City may, at its discretion, make the necessary repairs or replacements or perform the necessary reconstruction. If the Developer's improvement security does not cover the total cost of

such repair, replacement or reconstruction, the Developer shall reimburse the City for any excess costs incurred.

- c. The security furnished for the Developer's obligation to construct and install the Improvements described herein shall not be reduced below ten percent (10%) unless and until a warranty bond is posted for the warranty period.

4. TIME EXTENSIONS

- a. Upon a showing of the Developer of good cause, the date of commencement of work on the Improvements, or the duration of the Completion Period, may be extended by the City Engineer, with the written concurrence of the City Manager. As used herein, "Good Cause" may include, without limitation, delay resulting for an act of the City, acts of God or force majeure; and strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work.
- b. A time extension may be granted without notice to any surety or sureties of the Developer and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.
- c. As a condition of any time extension provided for herein, the City Engineer, with the written concurrence of the City Manager, may require the Developer to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

5. IMPROVEMENT SECURITY

- a. Prior to the City's execution of this Agreement, Developer shall provide as security to the City an amount equal to one hundred fifty percent (150%) of the Estimated Total cost of the Improvements, Grading and Monumentation as set forth in **Schedule A** and in accordance with established City policy. With this security, the form of which shall be subject to City's prior approval, the Developer assures faithful performance under this agreement and guarantees the Improvements for one (1) year after the completion and acceptance of the last of such Improvements against any defective workmanship or material or any unsatisfactory performance pursuant to Section 3 hereof.
- b. Modifications of the Improvement Plans and related specifications, and modification of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of Improvements, shall not relieve or release any improvement security furnished by Developer pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Developer shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred fifty percent (150%) of the revised Estimated Total Cost of the Improvements.

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

- a. Partial release or reductions in the Developer's improvement security may be authorized prior to the City's acceptance of all Improvements required hereunder, as provided in this section.
- b. Upon acceptance of all or any specified category of the Improvements, and upon request of the Developer, the improvement security may be reduced or released as follows:
 - i. Security for Performance and Guarantee: Security may be released incrementally following the completion and documentation of the completion of work and approval by the City Engineer. Securities will be released incrementally in conformance with **Schedule A** and only upon completion of all improvements in a related category of **Schedule A**. Unless the Developer submits a warranty bond (where applicable) or additional security in an amount equal to ten percent (10%) of the Estimated Total Cost of the Improvements, security shall not be reduced or released in an amount greater than ninety percent (90%) of the total security amount thereof prior to the expiration of the one (1) year guarantee and warranty period specified in Section 3.A. nor until any claims filed during the one (1) year warranty period have been settled.
- c. If Developer's obligations relating to any Improvements, such as the water system or sewer system, are subject to the approval of another governmental agency, the City shall not release the improvement security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have two (2) months after Developer's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Developer's performance of the obligation was satisfactorily completed.

7. INDEMNIFICATION OF CITY BY DEVELOPER

- a. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss, or damage to either property or person attributable to or arising out of the construction or installation of the Improvements. Developer shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including reasonable attorneys' fees, arising out of or attributable to Developer's performance under this Agreement.
- b. Developer's obligations under this section are not conditioned or dependent upon the City, or its officers, agents and employees who prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Project Improvements, or has insurance or other indemnification covering any of these matters.
- c. Developer's obligation to indemnify, hold harmless and defend the City shall extend to

injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Project, and the Improvements required herein, and shall likewise extend to adjacent property owners asserting claims based upon the diversion of waters caused by the Developer's design or construction of public drainage systems, streets, and other public facilities or improvements. The City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Project or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Plat, unless the particular Improvement design was required by the City over the written objection of the Developer, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design.

8. OWNERSHIP OF IMPROVEMENTS

Ownership of all or any category of the Improvements constructed and installed by the Developer pursuant to this Agreement shall vest in the City (or other specified governmental agency) upon acceptance of Improvements by the City (or other specified governmental agency).

9. DEFAULT AND BREACH BY THE DEVELOPER AND REMEDIES OF THE CITY

- a. Upon the occurrence of any of the following events, the Developer shall be deemed to be in default under this Agreement:
 - i. Subject to any time extensions granted in accordance with Section 4, failure to commence construction and installation of the Improvements by the commencement date set forth herein;
 - ii. Failure to correct or cure any defect in the Improvements during the one (1) year guarantee and warranty period as required in Section 3.A.;
 - iii. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work, after commencement of work on the Improvements, for a period of thirty (30) days after written notice from the City;
 - iv. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;
 - v. Commencement of a foreclosure action against the Project or any portion thereof, or any conveyance by the developer in lieu or in avoidance of foreclosure; or
 - vi. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after written notice from the City.

- b. City reserves to itself all remedies available to it at law or in equity for any breach of Developer's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, to draw upon or utilize any improvement security furnished hereunder to mitigate City's damages in the event of Developer's default.
- c. Developer acknowledges that the Estimated Total Costs and improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and consequently, City's damages for Developer's default shall be measured by the cost of completing the required Improvements. If the damages incurred by the City in taking over the completing of the Improvements exceeds the principal amount of the improvement security, then the Developer shall reimburse the City in the amount of such excess damages.
- d. City may, without liability for doing so, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary for the performance of the work. Developer hereby consents to entry by the City and its forces, including contractors, upon any real property in the Project owned by the Developer or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Developer's default.
- e. Developer acknowledges and agrees that, upon approval of the Final Plat, City will confer substantial rights upon the Developer, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Developer's failure to perform its obligations under this Agreement. Developer further acknowledges that any determination as to whether a reversion to acreage or rescission of approval of the Final Plat constitutes an adequate or necessary remedy for Developer's default shall be within the sole discretion of the City.
- f. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Developer.
- g. If City sues to compel Developer's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, Developer agrees to pay all attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if the Developer subsequently resumes and completes the work.

10. RELATIONSHIP OF THE PARTIES

Neither Developer, nor any of the Developer's contractors, employees or agents, are or shall be deemed to be agents of the City in connection with the performance of Developer's obligations under this Agreement.

11. ASSIGNMENT

- a. Developer shall not assign this Agreement without the prior written consent of the City. Any attempted or purported assignment in violation of this subparagraph a. shall be null and void and shall have no force or effect.
- b. The sale or other disposition of the Subdivision shall not relieve Developer of its obligations hereunder. If Developer intends to sell the Project, or any portion thereof, to any other person or entity, the Developer may request a novation of this Agreement and substitution of improvement security. Upon the City's approval of the novation and substitution of improvement security, the Developer may request a release or reduction of the improvement security furnished pursuant to this Agreement.

12. NOTICES

- a. All notices required or provided for in this agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City: Richland City Engineer
 625 Swift Blvd. MS-26
 Richland, WA 99352

If to the Developer: Monson Development Washington, LLC c/o Robert Gates
 63615 East Jacobs Road
 Benton City, WA 99320

- b. Notice shall be effective on the date that it is delivered in person, or, if mailed, on the date of deposit in the United States mail.

13. ENTIRE AGREEMENT

This agreement constitutes the entire Agreement of the parties with respect to its subject matter. All modifications, amendments, or waiver of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

14. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

15. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Washington.

16. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date of recordation of the Final Plat for Goose Ridge Estates, and shall remain in effect until expiration of the one (1) year warranty found in Section 3; provided, however, that Section 7 shall survive expiration of this Agreement.

17. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this agreement on behalf of the entity or party for which he or she is signing. The parties hereby warrant to each other that each has full power and authority to enter into this agreement and to undertake the actions contemplated herein, and that this agreement is enforceable in accordance with its terms.

18. COUNTERPART ORIGINALS

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers, thereto duly authorized, as of the dates set forth below their respective signatures.

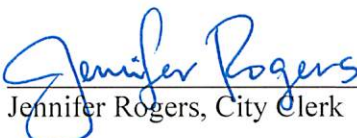
DEVELOPER – Monson Development
Washington, LLC

By: 
Its: Member
Date: 7-2-20

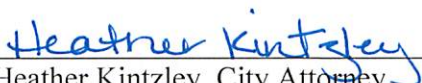
CITY OF RICHLAND


Cynthia D Reents, City Manager

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:


Heather Kintzley, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Bill Monson, Member of **Monson Development Washington**, known to me to be the same person whose name is subscribed to the foregoing **Security and Improvement Agreement**, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as his/her free and voluntary act on behalf of **Monson Development Washington** for the uses and purposes therein stated.

Given under my hand and seal this 2 day of July, 2020.



[Signature]
Notary Public
Residing at: Prosser, WA.
My commission expires 2-24-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Cynthia D. Reents, Richland City Manager**, known to me to be the same person whose name is subscribed to the foregoing **Security and Improvement Agreement**, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act on behalf of the City of Richland for the uses and purposes therein stated.

Given under my hand and seal this 22nd day of July, 2020.



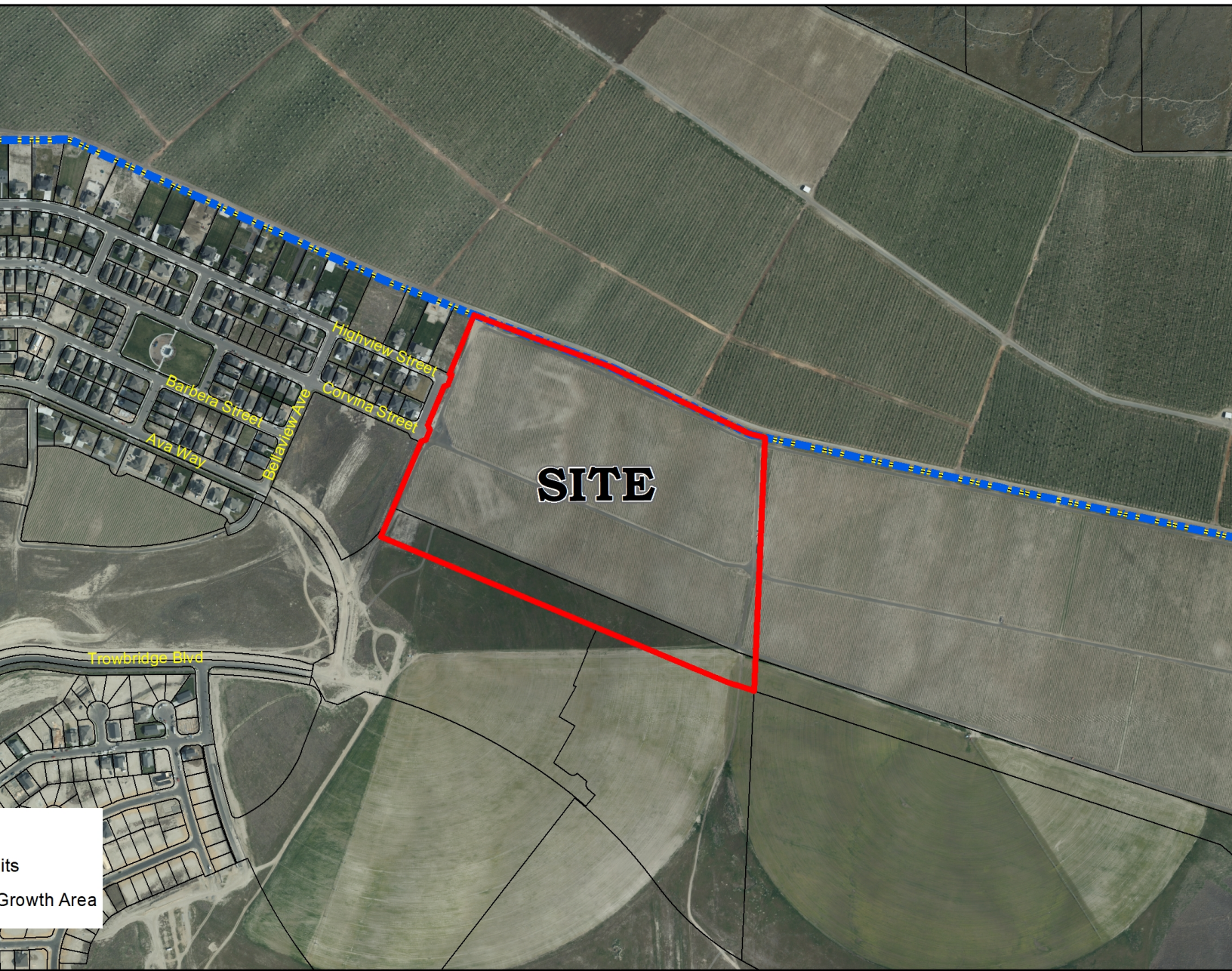
[Signature]
Notary Public
Residing at: Kennewick, WA
My commission expires 09/29/2021

Schedule A

WORK TO BE COMPLETED PRIOR TO CITY APPROVAL OF FINAL PLAT			
Sanitary sewer system installed and functional			
Domestic water system installed and functional			
Storm drainage system installed and functional			
Street subgrade and base rock placed & compacted to grade			
Property pins placed around boundary of plat, including back yard corners			
Signed third party easements			
Building lots graded per approved grading plan			
WORK TO BE COMPLETED PRIOR TO BUILDING PERMIT ISSUANCE			
TYPE OF WORK	COST PER UNIT	LENGTH/SF	VALUE
Public improvements fronting building lots			\$N/A
Top rock placed & compacted			\$N/A
Concrete curb and gutter installed			\$N/A
Paving of city streets			\$N/A
Unobstructed access to water main/hydrant valves			\$N/A
Sidewalk and pathway segments aside from building lots			\$N/A
Property pins placed at all interior lot corners			\$N/A
Centerline monuments installed by surveyor			\$N/A
All disturbed soils stabilized to protect against erosion			\$N/A
Street lighting & circuit installed			\$N/A
WORK TO BE COMPLETED PRIOR TO RELEASE OF SECURITY FUNDS			
TYPE OF WORK	COST PER UNIT	LENGTH	VALUE
Punchlist Value (Goose Ridge)			\$22,000.00
Punchlist Value (Malbec-offsite)			\$102,315.04
Record Drawings			\$
Surveyor Information			\$
Total Value (All sections)			\$124,315.04
Total value X 150%			\$186,472.56

munity
ap

Item: Final Plat of Goose Ridge Estates Phase 1
Applicant: Monson Development Washington LLC
File #: FP2020-106





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/1/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Economic Vitality

Subject:

Resolution No. 129-20, Authorizing a Purchase and Sale Agreement with 3 Rivers Diesel, LLC

Department:

Development Services

Ordinance/Resolution Number:

129-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 129-20, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with 3 Rivers Diesel and Repair, LLC for the purchase of one acre in the Horn Rapids Business Center.

Summary:

3 Rivers Diesel and Repair, LLC is proposing to purchase a one-acre lot in the Horn Rapids Business Center at the southeast corner of the intersection of Robertson Drive and Manufacturing Lane. 3 Rivers Diesel and Repair, LLC employs five (5) individuals and plans to relocate its mechanic services business from its current leased location on Henderson Loop. 3 Rivers Diesel and Repair, LLC is proposing to construct a 6,000 square foot building that will be used for automotive services and repairs.

The purchase price for the one-acre lot is \$2.35 per square foot, amounting to estimated gross proceeds of \$101,200.

The City will retain a repurchase right if 3 Rivers Diesel and Repair, LLC has not submitted an application for approval of building plans to the City within eight (8) months of closing, and if construction does not commence within eighteen (18) months of closing.

The proposed purchase was reviewed by the Economic Development Committee (EDC) at its August 17, 2020 meeting. The EDC recommends approval.

Staff recommends adoption of Resolution No. 129-20.

Fiscal Impact:

The purchase price is \$2.35 per square foot with estimated gross proceeds of \$101,200 for the one-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 as follows: Electric Fund \$1,916.64 (\$0.044 per sq.ft.); Water Fund \$3,441.24 (\$0.079 per sq.ft.); Sewer Fund \$1,263.24 (\$0.029 per sq.ft.). Net proceeds after closing and Utility Fund allocations will be distributed to the City's Industrial Development Fund.

Attachments:

1. Resolution No. 129-20
2. 3 Rivers Diesel - Letter of Intent
3. Draft Purchase and Sale Agreement - 3 Rivers Diesel
4. Exhibit A-1: Record Survey No. 5168
5. Site Map

RESOLUTION NO. 129-20

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement by and between the City of Richland and 3 Rivers Diesel and Repair, LLC

WHEREAS, the City of Richland is the owner of a one-acre lot of City-owned surplus property located at the southeast corner of the intersection of Robertson Drive and Manufacturing Lane in the Horn Rapids Business Center; and

WHEREAS, pursuant to Chapter 3.06 of the Richland Municipal Code, 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. 158-18, adopted by Richland City Council on November 20, 2018, the property is for sale for \$2.35 per square foot; and

WHEREAS, 3 Rivers Diesel and Repair, LLC has agreed to purchase the property for the stated price; and

WHEREAS, at its August 17, 2020 meeting, the Economic Development Committee (EDC) favorably recommended the sale of the one-acre lot of City-owned surplus property in the Horn Rapids Business Center to 3 Rivers Diesel and Repair, LLC for the total sale price of \$101,200.

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 and all related documents necessary to sell one acre of City-owned property to 3 Rivers Diesel and Repair, LLC as described herein.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 1st day of September, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



Office 509.735.1025 · Fax 509.735.2757
8927 W. Tucannon Ave. Suite 201, Kennewick, WA 99336
www.kenmoreteam.com

May 6, 2020

RE: Letter of Intent to Purchase Parcel 1281081BP5168011

Darin Arrasmith Office of Economic Development for City of Richland:

The following is a letter of Intent for 3 Rivers Diesel and Repair, LLC and/or assigns at the above referenced property. The following proposed terms and conditions are the basis for a Purchase and Sale Agreement for the above referenced sites. This proposal is submitted to you subject to modification or withdrawal at any time. Neither this proposal nor any act of forbearance with respect thereto shall constitute or evidence an agreement with respect to any of the terms herein. Any such agreement shall be evidenced solely by a definitive Purchase and Sale Agreement, fully executed and delivered by both Seller and Purchaser. No liability or obligation, legal or otherwise, shall be created by this letter.

Purchaser: 3 Rivers Diesel and Repair, LLC

Location: 1281081BP5168011 1 Acre parcel located at the Southeast corner of Robertson Dr and Manufacturing Ln

Property: Approximately 43,560+/- square feet

Purchase Price: \$101,200.00

Use: Mechanic services. Will build 6,000 SF service shop with 4 full time employees.

Feasibility Period: Buyer shall have a period of 60 days running from the date of execution of the Purchase and Sale Agreement, to make inspection of the Property and satisfy itself as to the suitability of the Property for Purchaser's intended use (the "Feasibility Period").

Contingencies:

- Seller and Purchaser executing all access and parking easement documentation, and the issuance of all permits, licenses, zoning, subdivision and other approvals for Purchaser's improvements, use and signage.



Office 509.735.1025 · Fax 509.735.2757
8927 W. Tucannon Ave. Suite 201, Kennewick, WA 99336
www.kenmoreteam.com

- 60 day financing contingency starting at the end of the feasibility period. Purchaser's receipt of an irrevocable funding commitment from an institutional lender/equity investor.
- Property to be free of environmental contamination and/or hazardous materials.
- Seller providing clear and marketable title to the Property, and Purchaser's review and acceptance of any contemplated or existing covenants or restrictions affecting the Property.

Date of Closing: Within 30 days of removal of contingencies.

Signage: Shall comply with all city ordinances.

Brokerage Disclosure: David Fritch of Kenmore Team, LLC represents the buyer

Brokerage Commission: 4.0%, paid by Seller at closing to Kenmore Team, LLC.

Confidentiality: Except as may be required by law, all parties agree to keep confidential all information exchanged between them regarding the sale of the Property, including the terms of this Letter of Intent, and shall not disclose such information to the other parties (except for their counsel, prospective lenders, due diligence professionals and prospective investors) without each other's prior written consent.

This proposal is non-binding and is meant only as a basis upon which to negotiate a Purchase and Sale Agreement. Any binding agreement must be evidenced by a Purchase and Sale agreed, accepted and executed by both parties. If this letter accurately sets forth your understanding of the basic business terms relating to our negotiation of the proposed sale, please execute and return this letter to us no later than May 11, 2020. A Purchase and Sale Agreement will be written for review of all parties no later than five (5) days following execution of this Letter of Intent.

Sincerely,

David Fritch



Office 509.735.1025 · Fax 509.735.2757
8927 W. Tucannon Ave. Suite 201, Kennewick, WA 99336
www.kenmoreteam.com

David Fritch
Kenmore Team, LLC
8927 W. Tucannon Ave. Suite 201
Kennewick, WA 99336
509.735.1025 office
509.735.2757 fax
509.438.6260 cell
david@kenmoreteam.com

AGREED AND ACCEPTED:

AGREED AND ACCEPTED:

PURCHASER:

SELLER:

3 Rivers Diesel and Repair, LLC

By *Devin Bovee*

05-06-2020

Date

By

Date

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: 2493 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 **3 RIVERS DIESEL AND REPAIR, LLC** a Washington limited liability company (“Purchaser”). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.1 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property, located at 2493 Robertson Drive, City of Richland, Benton County, Washington which is legally described in **Exhibit A** attached hereto (hereinafter referred to as the “Property”).

1.1. Laws and Rights. Purchaser acknowledges and agrees that the sale and conveyance of the Property to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

1.2. Timing of Conveyance. The Property shall be conveyed to Purchaser at Closing by a Statutory Warranty Deed (“Deed”) subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below and the Repurchase Right set forth in Section 11.13 below.

2. Purchase Price. The total purchase price for the Property shall be **One Hundred One Thousand Two Hundred** dollars and no cents (**\$101,200.00**) (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 First American 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 **ten thousand** dollars and no cents (**\$10,000.00**) within five (5) business days of the Effective Date (as defined in Section 3.1 below) (the “Earnest Money Deposit”). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser’s choice. The Earnest Money Deposit will be returned if Purchaser terminates this Agreement during the Due Diligence Period (as defined in Section 5 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default or terminate this Agreement at any time following the expiration or waiver of the Due Diligence Period, (a) the Earnest Money Deposit shall be disbursed to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

3.1. City Approval. The execution and delivery of this Agreement by Seller is contingent upon approval of this Agreement by the City Council of the City of Richland in its sole discretion. In the event the Richland City Council does not approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Executed Contract. The “Effective Date” of this Agreement is the date upon which both parties have signed this Agreement. If this Agreement is signed on different days, the “Effective Date” of this Agreement is the date of the last signing party. Notwithstanding the foregoing, Purchaser and Seller must sign this Agreement within fifteen (15) business days of approval from the City Council of the City of Richland. If signatures are not obtained from both parties within fifteen (15) business days, this Agreement shall automatically terminate and be without any further force and effect, and without further obligation of either party to the other.

4. Title Matters.

4.1. Preliminary Title Report; Title Review. Within five (5) business days after the Effective Date, Purchaser, at its sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the “Preliminary Commitment”), and upon receipt, furnish same to Seller.

(a) Purchaser shall have fifteen (15) days after receipt of the Preliminary Commitment and Survey to advise Seller in writing of any encumbrances, restrictions, easements or other matters contained in the Preliminary Commitment or on the Survey (the “Exceptions”) to which Purchaser objects. All Exceptions to which Purchaser does not object in writing within the fifteen (15) day period shall be deemed accepted by Purchaser.

(b) If Purchaser objects to any Exceptions within the fifteen (15) day period, Seller shall advise Purchaser in writing within five (5) days of receipt of Purchaser’s written objections (i) which Exceptions Seller will remove at Closing, (ii) which Exceptions the Title Company has agreed to insure around in the title policy to be issued at Closing (together with the proposed form of endorsement) and (iii) which Exceptions will not be removed or insured around.

(c) Within ten (10) days of receipt of Seller’s response to Purchaser’s written objections, and assuming Seller has not agreed to remove all exceptions to which Purchaser objects, Purchaser shall notify Seller in writing of Purchaser’s election to either (i) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser, or (ii) waive its objections to the Exceptions the Title Company has agreed to insure around and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Purchaser.

4.2. Title Insurance. Seller shall cause the Title Company to be prepared to deliver to Purchaser at Closing an Owner’s ALTA Standard Coverage policy of title insurance issued by Title Company in the face amount of the Purchase Price, dated the date of Closing, insuring Purchaser’s title subject to no exceptions other than the standard printed exceptions and the Exceptions deemed accepted by Purchaser pursuant to Section 4.1 above. The policy of title

insurance shall also include such endorsements as Purchaser or Purchaser's Lender may reasonably request.

5. Due Diligence. Purchaser is granted a due diligence period until and including sixty (60) days after receipt of the Preliminary Commitment described in Section 4.1 above (the "Due Diligence Period"). Said Due Diligence Period may be extended an additional thirty (30) days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues subject to the terms of this Section 5. If the results of said review are unsatisfactory in Purchaser's sole discretion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the Due Diligence Period (the "Due Diligence Termination Notice"). In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, the Earnest Money Deposit shall be returned to Purchaser pursuant to Section 2.1; and neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein. If Purchaser fails to provide a Due Diligence Termination Notice to Seller on or before the expiration of the Due Diligence Period, the due diligence contingency set forth under this Section 5 shall be deemed waived by Purchaser, and this Agreement shall continue in full force and effect.

5.1. Reasonableness Required. All inspections of the Property shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller. Purchaser shall not do any invasive testing, sampling or drilling at the Property without first obtaining Seller's prior written consent (which may be conditioned or denied in Seller's sole and absolute discretion). Purchaser shall promptly restore the Property to substantially the same condition which existed prior to any such investigations, tests, surveys and other analyses, at Purchaser's sole cost and expense. Seller shall be entitled to have a representative present at all times while Purchaser or its representatives or agents are physically on the Property. Purchaser hereby agrees that it shall carry, and shall cause all representatives and agents of Purchaser entering the Property on behalf of Purchaser in furtherance of the right of access granted under this Agreement to carry, commercial general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000) combined single limit and providing that such coverages are primary and naming Seller as an additional insured. Prior to any entry onto the Property by Purchaser or its agents, employees, consultants or representatives, Purchaser shall provide to Seller certificates evidencing such insurance coverage. Purchaser agrees to indemnify and hold Seller harmless of and from any claim for damages or injuries arising from Purchaser's inspections of the Property; such obligations shall survive Closing or any termination of this Agreement.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is sixty (60) days after the expiration or waiver of the Due Diligence Period. Purchaser and Seller shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including, but not limited to, the Deed. As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Seller shall pay (i) the premium for the standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, (ii) deed or real property transfer taxes, and (iii) one-half of Title Company's escrow fees and charges. Purchaser shall pay (i) the costs of the extended coverage portion of the policy of title insurance and any title insurance endorsements required by Purchaser (other than the costs of the title insurance endorsements to be provided by Seller pursuant to the first sentence of this Section 6.1), and (ii) one-half of Title Company's escrow fees and charges. Real property taxes, assessments, surface water management charges, utilities and other expenses of the Property shall be prorated as of the date of Closing with Purchaser bearing the costs of the date of Closing. All other closing costs shall be paid and allocated in accordance with the custom in the county in which the Property is located. Each party shall be responsible for its own legal, accounting and consultant fees.

7. Covenants, Representations and Warranties.

7.1. Seller's Covenants. Seller hereby covenants and agrees as follows:

(a) From the Effective Date through the Closing Date, Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property which are not terminable, without penalty, on 30 days' notice, without Purchaser's prior written consent.

(b) From the Effective Date through the Closing Date, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, or easement against the title to the Property without Purchaser's prior consent.

(c) From the Effective Date through the Closing Date, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

7.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the Effective Date and on the date of Closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below materially incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either part to the other. If this Agreement is terminated under this section, the Earnest Money Deposit shall be returned to Purchaser.

(a) Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Agreement and such other documents will have been, or will be, taken.

(b) Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

(c) Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

(d) Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

(e) To Seller's knowledge, no special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

(f) Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

(g) Seller is a Washington municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

7.3. Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the Effective Date hereof and on the date of Closing.

(a) Purchaser has full power and authority to enter into and carry out the terms and provisions of this Agreement, and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken.

(b) As of the Effective Date and as of the date of Closing, neither Purchaser nor, to Purchaser's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representative or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action ("OFAC").

(c) Purchaser represents that it has sufficient funds to close this transaction.

(d) Purchaser further represents that the Property will be developed as with a minimum 6,000 square foot light industrial building with shop and office space. 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
625 Swift Blvd., MS #18
Richland, Washington 99352
Phone: (509) 942-7583

If to Purchaser: 3 Rivers Diesel and Repair, LLC
Attn: Devin Bovee
6 W. 49th Avenue
Kennewick, WA 99337
509-628-7230
3riversdieselrepair@gmail.com

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

11.4. Assignments and Successors. Purchaser may not assign this Agreement without Seller's written consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

11.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

11.6. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

11.7. Binding Effect. Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between Purchaser and Seller only upon its execution by an authorized representative of each such party.

11.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase and Sale Agreement or any amendment or exhibits hereto.

11.9. Counterparts. Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, including by portable document format (.pdf), each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

11.10. Time. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, "business day" refers to any day which is not a Saturday, Sunday or a holiday in the State of Washington. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

11.11. Merger. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the Closing.

11.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

11.13. Right to Repurchase. This Property is being sold to Purchaser in anticipation of development of a minimum 6,000 square foot light industrial building with shop and office space, subject to the following:

(a) If Purchaser fails to submit an application to Seller for approval of building plans within eight (8) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

(b) If Purchaser fails to initiate construction of structures, as authorized by the issuance of a building permit, within eighteen (18) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

(c) The rights of Seller set forth in Sections 11.13(a) and (b) are referred to in this Agreement as the “Right to Repurchase.”

(d) Seller shall reclaim the Property by refunding, without interest, the original Purchase Price identified herein for the Property.

(e) Purchaser 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 of receipt of notification of Seller’s election to exercise its Right to Repurchase.

(f) This Right to Repurchase is exclusive to Seller and shall be exercised at Seller’s sole discretion. This Right to Repurchase shall survive thirty-sixty months (36) months after Closing or until such time as building commences, whichever is earlier.

(g) Seller shall be under no obligation to exercise this Right to Repurchase. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchaser to any third party within the thirty-six (36) month Right to Repurchase period, which shall be given in Seller’s sole discretion. This Right to Repurchase right shall survive Closing and the delivery of the Deed.

(h) Seller and Purchaser agree to execute a Memorandum of Repurchase Right to evidence Seller’s Right to Repurchase, which Memorandum may be recorded by Seller in the real property records of Benton County, Washington.

[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

**3 RIVERS DIESEL AND REPAIR, LLC –
PURCHASER**

By: Cynthia D. Reents
Its: City Manager

By: Devin Bovee
Its: Owner

Date

Date

APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

Exhibit A
Legal Description

Lot O, Block 1, Record Survey No. 5168

DRAFT

Exhibit A-1
Record Survey No. 5168

DRAFT

Exhibit B
Finder's Fee Agreement

Draft

**CITY OF RICHLAND
FINDER'S FEE AGREEMENT**

Name of Finder: David Fritch, Kenmore Team, LLC

Name of Prospective Purchaser: 3 Rivers Diesel and Repair, LLC

Effective Date: _____, 2020

City of Richland (the "City") and Finder desire to set forth their mutual understanding and agreement regarding the real property commonly known as 2493 Robertson Drive 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 _____, 2020.

Economic Development Manager

Signature of Finder

Printed Name of Finder

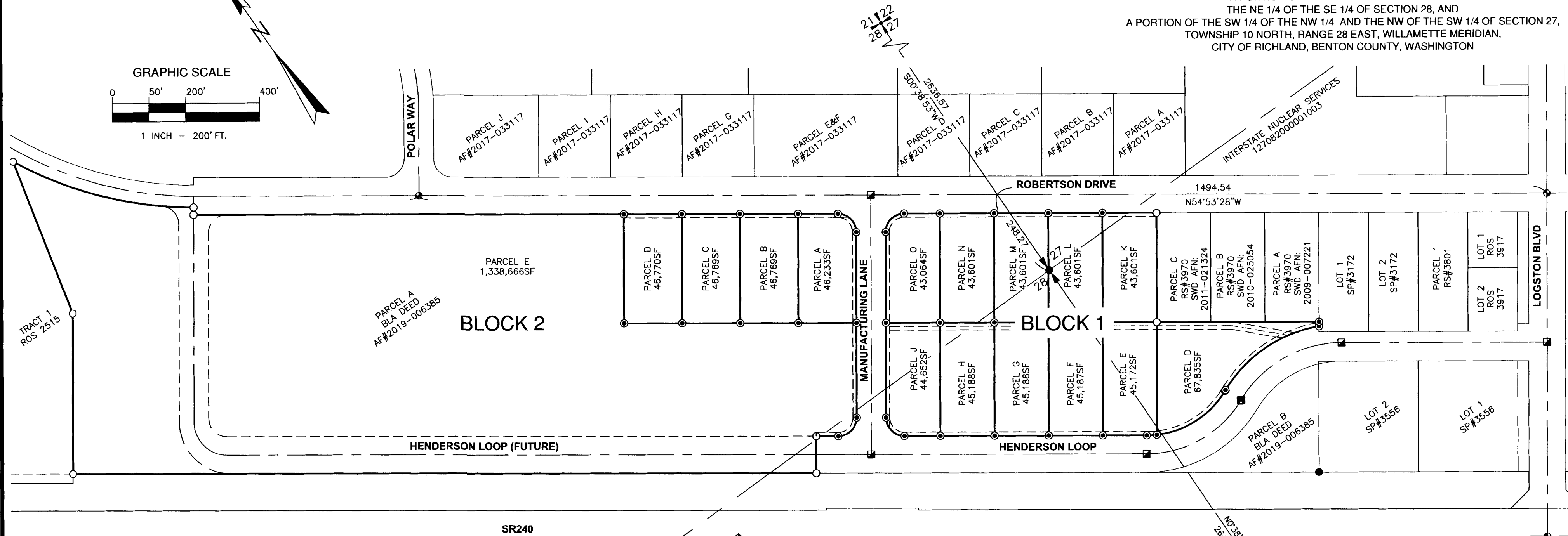
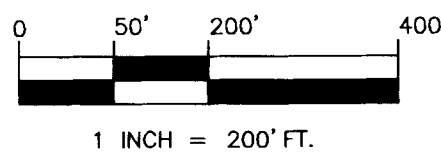
RECORD OF SURVEY NO. 5168

AMENDING A PORTION OF THAT RECORD OF SURVEY FOR
A BINDING SITE PLAN-VOLUME 1 OF SURVEYS, PAGE 2056
PREPARED FOR

THE CITY OF RICHLAND

A PORTION OF THE SE 1/4 OF THE NE 1/4 AND
THE NE 1/4 OF THE SE 1/4 OF SECTION 28, AND
A PORTION OF THE SW 1/4 OF THE NW 1/4 AND THE NW OF THE SW 1/4 OF SECTION 27,
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

GRAPHIC SCALE



DESCRIPTION

PARCEL A DEED AF#2019-006385

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NO. 1995-018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015-003647, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 1061.78 FEET; THENCE SOUTH 35°06'32" WEST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF SAID ROBERTSON DRIVE AND THE NORTHWESTERLY CORNER OF PARCEL "C" AS DESCRIBED IN STATUTORY WARRANTY DEED, UNDER AUDITOR'S FILE NUMBER 2011-021324, RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.

THENCE SOUTH 35°06'28" WEST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL "C" FOR A DISTANCE OF 295.97 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 54°53'32" EAST ALONG THE PROJECTED SOUTHERLY LINE THEREOF FOR A DISTANCE OF 441.77 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL "A" AS DESCRIBED IN STATUTORY WARRANTY DEED, UNDER AUDITOR'S FILE NUMBER 2009-007221, RECORDS OF SAID COUNTY, SAID POINT ALSO BEING ON THE NORTHWESTERLY LINE OF LOT 1, SHORT PLAT 3172, RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 3172, UNDER AUDITOR'S FILE NUMBER 2008-03032, RECORDS OF SAID COUNTY; THENCE SOUTH 35°06'28" WEST ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 27.00 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH 54°53'32" WEST FOR A DISTANCE OF 0.65 FEET; THENCE SOUTH 35°06'28" WEST FOR A DISTANCE OF 80.00 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SHORT PLAT 3556, RECORDED IN VOLUME 1 OF SHORT PLATS, AT PAGE 3556, UNDER AUDITOR'S FILE NUMBER 2018-001661, RECORDS OF SAID COUNTY; THENCE CONTINUING SOUTH 35°06'28" WEST ALONG THE NORTHWESTERLY LINE THEREOF FOR A DISTANCE 7.20 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY MARGIN OF HENDERSON LOOP RIGHT-OF-WAY ESTABLISHED PER CITY OF RICHLAND ORDINANCE 04-19, RECORDED UNDER AUDITOR'S FILE NUMBER 2019-003503, RECORDS OF BENTON COUNTY, WASHINGTON AND A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES:

THENCE ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 45°23'56", HAVING A RADIUS OF 270.03 FEET, AN ARC LENGTH OF 213.96 FEET, A CHORD BEARING SOUTH 89°08'45" WEST 208.41 FEET; THENCE SOUTH 66°26'47" WEST FOR A DISTANCE OF 2.53 FEET TO A POINT ON A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 58°39'33", HAVING A RADIUS OF 350.03 FEET, AN ARC LENGTH OF 358.36 FEET, A CHORD BEARING NORTH 84°13'26" WEST 342.91 FEET TO A POINT ON THE NORTH LINE OF AN ELECTRICAL EASEMENT PER CITY OF RICHLAND ORDINANCE 27-82; THENCE NORTH 54°53'40" WEST ALONG THE NORTH LINE THEREOF, SAID LINE BEING PARALLEL WITH AND 100.00 FEET NORTHEASTERLY TO THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF STATE ROUTE 240 FOR A DISTANCE OF 2919.79 FEET TO A POINT ON THE NORTHEASTERLY LINE OF TRACT 1 AS DEPICTED ON RECORDED OF SURVEY 2515 RECORDED UNDER AUDITOR'S FILE NUMBER 1998-022820, RECORDS OF BENTON COUNTY WASHINGTON; THENCE NORTH 35°06'12" EAST ALONG THE NORTHEAST LINE THEREOF FOR A DISTANCE OF 435.86 FEET; THENCE NORTH 13°41'35" EAST FOR A DISTANCE OF 441.99 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THAT PORTION OF ROBERTSON DRIVE DESCRIBED IN CITY OF RICHLAND ORDINANCE 26-98, RECORDED UNDER AUDITOR'S FILE NUMBER 2007-022732, RECORDS OF SAID COUNTY AND A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG THE SOUTH RIGHT-OF-WAY MARGIN THEREOF, THROUGH A CENTRAL ANGLE OF 28°28'20", HAVING A RADIUS OF 1030.00 FEET WITH AN ARC LENGTH OF 511.84 FEET, HAVING A CHORD BEARING SOUTH 40°40'08" EAST AND A DISTANCE OF 506.59 FEET; THENCE SOUTH 35°06'32" WEST AT RIGHT ANGLES FOR A DISTANCE OF 20.00 FEET TO THAT PORTION OF THE SOUTHERLY RIGHT-OF-WAY MARGIN ROBERTSON DRIVE REVISED IN CITY OF RICHLAND ORDINANCE 07-15, RECORDED UNDER AUDITOR'S FILE NUMBER 2015-008673; THENCE SOUTH 54°53'28" EAST ALONG THE RIGHT-OF-WAY THEREOF FOR A DISTANCE OF 2219.39 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER; THENCE CONTINUING SOUTH 54°53'28" EAST ALONG THE RIGHT-OF-WAY THEREOF FOR A DISTANCE OF 398.59 FEET TO TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION OF LAND LYING IN HENDERSON LOOP RIGHT-OF-WAY ESTABLISHED PER CITY OF RICHLAND ORDINANCE 04-19, RECORDED UNDER AUDITOR'S FILE NUMBER 2019-003503, RECORDS OF BENTON COUNTY, WASHINGTON.

AND EXCEPT THAT PORTION OF LAND LYING IN MANUFACTURING LANE RIGHT-OF-WAY ESTABLISHED PER CITY OF RICHLAND ORDINANCE 04-19, RECORDED UNDER AUDITOR'S FILE NUMBER 2019-003503, RECORDS OF BENTON COUNTY, WASHINGTON.

CONTAINS ~2,233,657 SF

BINDING SITE PLAN NOTES

1. THIS AMENDED BINDING SITE PLAN REFERENCES, AMENDS, AND INCLUDES THE REQUIREMENTS FROM THE ORIGINAL BINDING SITE PLAN NO. 08-95, DATED FEBRUARY 5, 1995, AND THE UPDATED HORN RAPIDS MASTER PLAN APPROVED BY CITY COUNCIL APRIL 5, 2016.
2. ALL LOTS CREATED BY THIS AMENDED BINDING SITE PLAN ARE SERVED BY EXISTING PUBLIC ROADS AND UTILITIES IN ROBERTSON DRIVE AND HENDERSON LOOP, AND CITY OF RICHLAND PROVIDED ELECTRICAL, POTABLE WATER, SANITARY SEWER, AND STORM WATER. THE HENDERSON LOOP WEST - ROADWAY AND UTILITIES PROJECT CONSTRUCTION PLANS, DATED MARCH 2018, ARE REFERENCED HEREIN AND ARE THE APPROVED PUBLIC RIGHT-OF-WAY AND UTILITIES FOR THIS AMENDED BINDING SITE PLAN. ADDITIONALLY, THE ROBERTSON DRIVE EXTENSION, ROAD A AND 1ST STREET IMPROVEMENTS, DATED MAY 2014, ARE ALSO REFERENCED HEREIN AND PROVIDE ROADWAY AND PUBLIC UTILITY ACCESS TO THE LOTS FRONTING ROBERTSON DRIVE.
3. ALL LOTS HAVE BEEN GRADED TO FINAL ELEVATIONS PRIOR TO THIS AMENDED BINDING SITE PLAN.
4. ALL EASEMENTS SHOWN ON THIS AMENDED BINDING SITE PLAN ARE APPROVED AND CREATED BY THIS AMENDED BINDING SITE PLAN AS PUBLIC UTILITY EASEMENTS FOR THE BENEFIT OF THE CITY OF RICHLAND.
5. ALL DRIVEWAY ENTRANCES SHALL BE AT LEAST 25 FEET FROM THE RIGHT-OF-WAY LINE OF AN INTERSECTING STREET.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 26th DAY OF April, 2019 A.D. AT 2:16 P.M.,
AND RECORDED IN VOLUME 01 OF SURVEY'S, PAGE 5168 AT THE REQUEST OF
CHRISTOPHER C. AMMANN.
BENTON COUNTY AUDITOR Brenda Chilton by Myriam Gutierrez Deputy
FEE NO. 2019-010507

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 NOVEMBER 2018.

CHRISTOPHER C. AMMANN
CERTIFICATE NO. 45774

25 APR 2019
DATE



2245 Robertson Drive
Richland, Washington 99354

Office 509-375-4123
Fax 509-371-0999

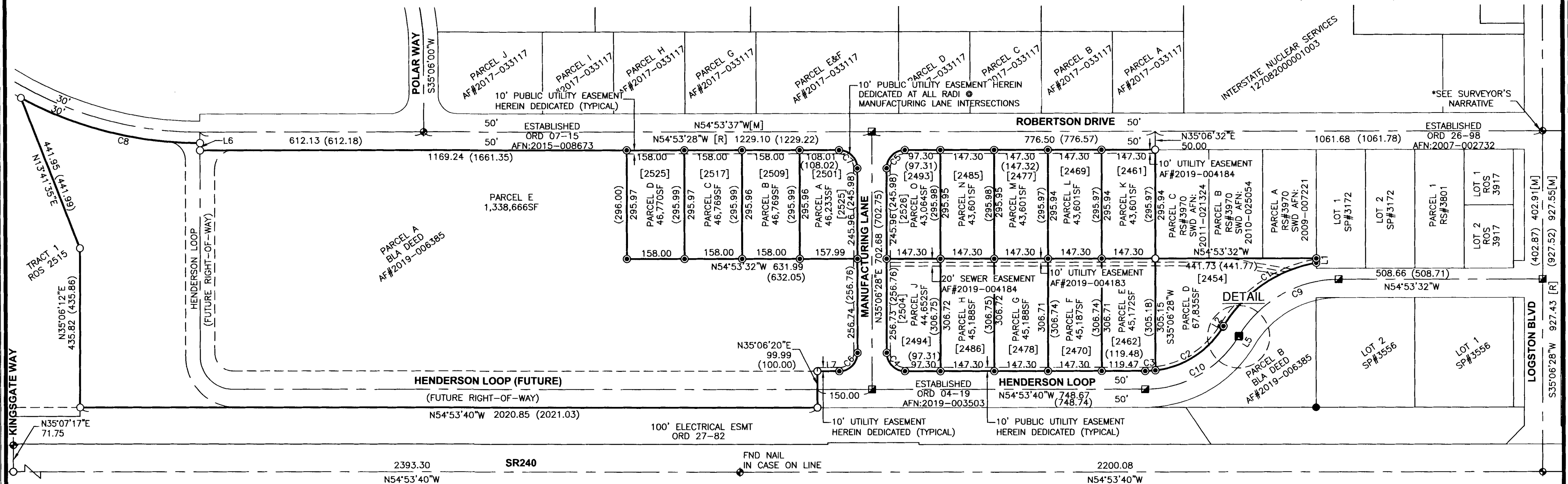
DATE: 04/20/2019
SCALE: 1"=200'
DRAWN BY: ADG
APPROVED BY: CCA
PROJECT: 17159
SHEET 1 OF 3

RECORD OF SURVEY NO. 5168

AMENDING A PORTION OF THAT RECORD OF SURVEY FOR
A BINDING SITE PLAN-VOLUME 1 OF SURVEYS, PAGE 2056
PREPARED FOR

THE CITY OF RICHLAND

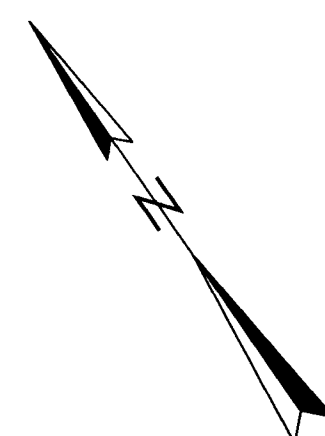
A PORTION OF THE SE 1/4 OF THE NE 1/4 AND
THE NE 1/4 OF THE SE 1/4 OF SECTION 28, AND
A PORTION OF THE SW 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE SW 1/4 OF SECTION 27,
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



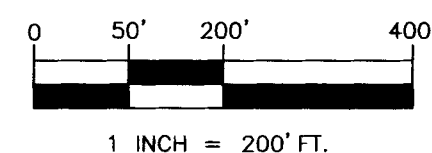
Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	317.24	370.00	49°07'33"	N88°59'26"W	307.61
C2	228.06	250.01	52°16'02"	S87°25'12"E	220.24
C3	27.89	250.01	6°23'31"	S58°05'25"E	27.88
C4	78.53	50.00	90°00'08"	S09°53'36"E	70.71
C5	78.53	50.00	90°00'04"	S80°06'30"W	70.70
C6	78.53	50.00	89°59'52"	N80°06'24"E	70.70
C7	78.53	50.00	89°59'56"	N09°53'30"W	70.70
C8	511.80	1029.90	28°28'20"	S40°40'08"E	506.55
C9	327.63	320.00	58°39'41"	N84°13'22"W	313.50
C10	307.14	300.00	58°39'33"	S84°13'26"E	293.90

Curve Table (Ground)					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	317.27	370.03	49°07'33"	N88°59'26"W	307.64
C2	228.09	250.03	52°16'02"	S87°25'12"E	220.26
C3	27.89	250.03	6°23'31"	S58°05'25"E	27.88
C4	78.54	50.00	90°00'08"	S09°53'36"E	70.71
C5	78.54	50.00	90°00'04"	S80°06'30"W	70.71
C6	78.54	50.00	89°59'52"	N80°06'24"E	70.71
C7	78.54	50.00	89°59'56"	N09°53'30"W	70.71
C8	511.84	1030.00	28°28'20"	S40°40'08"E	506.59
C9	327.66	320.03	58°39'41"	N84°13'22"W	313.53
C10	307.17	300.03	58°39'33"	S84°13'26"E	293.93

Line Table		
Line #	Length	Direction
L1	12.11	S35°06'28"W
L2	2.53	S66°26'47"W
L5	2.53	S66°26'47"W
L6	20.00	S35°06'32"W
L7	60.01	N54°53'40"W



GRAPHIC SCALE

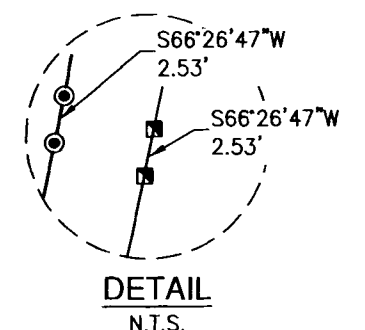


SURVEYOR'S NOTES

- DATE OF SURVEY/MONUMENTS VISITED: JANUARY 2018 AND OCTOBER 2018.
- BASIS OF BEARING: NAD83(2011) WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
- UNITS OF MEASURE ARE SURVEY GRID: SURVEYED DISTANCES SHOWN ARE US SURVEY FEET GRID DISTANCES. MULTIPLY BY A COMBINED SCALE FACTOR OF 1.000092417 TO ACHIEVE GROUND (PLANE) DISTANCES. DEED DISTANCES AND THE SQUARE FOOTAGE OF LOTS ARE GROUND (PLANE) DISTANCES. MULTIPLY BY A COMBINED SCALE FACTOR OF 0.999907592 TO ACHIEVE GRID DISTANCES.
- EQUIPMENT/PROCEDURES: TOPCON GR3 GNSS, RTK METHOD. LINEAR CLOSURES MEET OR EXCEED STANDARDS CONTAINED IN WAC 332-130-090.
- THE PURPOSE OF THIS SURVEY IS TO RECORD THE CENTERLINE OF THE EXTENSIONS OF HENDERSON LOOP AND MANUFACTURING WAY AS CONSTRUCTED IN DECEMBER 2018 & TO AMEND A PORTION OF BINDING SITE PLAN, VOLUME 1 OF SURVEYS, PAGE 2056, RECORDED UNDER AUDITOR'S FILE NUMBER 95-18807.
- (XXX.XX) GROUND DISTANCES.
- FOUND 2.5" BRASS CAP IN MONUMENT CASE, UNLESS OTHERWISE NOTED.
- CALCULATED POINT ROS 2515, AF#1998-022820, NOT FOUND OR SET
- SET 2.5" BRASS CAP IN MONUMENT CASE "45774"
- SET 5/8" REBAR AND CAP " PERMIT SURVEYING, INC 45774"
- [M]=MEASURED
- [R]=RECORD *SEE NARRATIVE

SURVEYOR'S NARRATIVE

THE MONUMENT AT THE INTERSECTION OF LOGSTON BOULEVARD AND ROBERTSON DRIVE MEASURES 0.13 NORTH OF THE RECORDED DISTANCE AS SHOWN ON SHORT PLAT 3556, RECORDED UNDER AUDITOR'S FILE NUMBER 2018-001661. LOCATION OF INTERSECTION AND BEARING OF RECORD FOR ROBERTSON DRIVE HELD AS DESCRIBED IN CITY OF RICHLAND ORDINANCE 07-15, RECORDED UNDER AUDITOR'S FILE NUMBER 2015-008673 AND AS DEPICTED ON RECORD OF SURVEY 4575 RECORDED UNDER AUDITOR'S FILE NUMBER 2015-003647.



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 26th DAY OF April, 2019 A.D. AT 2:16 P.M.,
AND RECORDED IN VOLUME 01 OF SURVEY'S, PAGE 5168 AT THE REQUEST OF
CHRISTOPHER C. AMMANN.
BENTON COUNTY AUDITOR Brenda Chilton by Myriam Gutierrez Deputy
FEE NO. 2019-010507

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 NOVEMBER 2018.

CHRISTOPHER C. AMMANN
CERTIFICATE NO. 45774
DATE 25 APR 2019



PERMIT
SURVEYING
NC
2245 Robertson Drive
Richland, Washington 99354
Office 509-375-4123
Fax 509-371-0999

DATE: 04/24/2019
SCALE: 1"=200'
DRAWN BY: ADG
APPROVED BY: CCA
PROJECT: 17159
SHEET 2 OF 3

APPROVALS

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2019. PARCEL NO. 121082000001082 / 1280810000002019

Kenneth Spencer by [Signature] 04/26/2019
BENTON COUNTY TREASURER DATE

THE BINDING SITE PLAN IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, STATE OF WASHINGTON

[Signature] 4/26/2019
ENGINEER, CITY OF RICHLAND DATE

[Signature] 4-25-19
SUBDIVISION ADMINISTRATOR, CITY OF RICHLAND DATE

OWNER'S CERTIFICATE

WE THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNER'S OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AS SHOWN AND THAT THE EASEMENTS ON THE BINDING SITE PLAN ARE HEREBY GRANTED FOR THE USES AND PURPOSES SHOWN HEREON.

[Signature] 4/26/19
CYNTHIA D. REENTS, CITY MANAGER DATE

[Signature] 4/26/19
DEBBY BARHAM, DEPUTY CITY CLERK DATE

ACKNOWLEDGMENT

STATE OF WASHINGTON

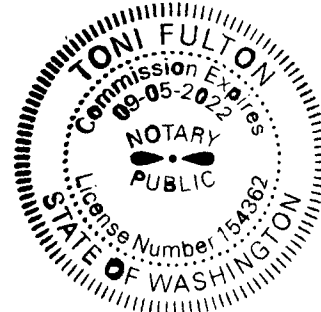
COUNTY OF BENTON

SS.

ON THIS 26th DAY OF April, 2019, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED CYNTHIA D. REENTS AND DEBBY BARHAM, TO ME KNOWN TO BE THE CITY MANAGER AND DEPUTY CITY CLERK, RESPECTIVELY, OF THE CITY OF RICHLAND, WASHINGTON, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THEY ARE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID MUNICIPAL CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AFFIXED THE DAY AND YEAR FIRST ABOVE WRITTEN.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT Benton County
MY COMMISSION EXPIRES 9-5-2022
Toni Fulton
PRINT NAME



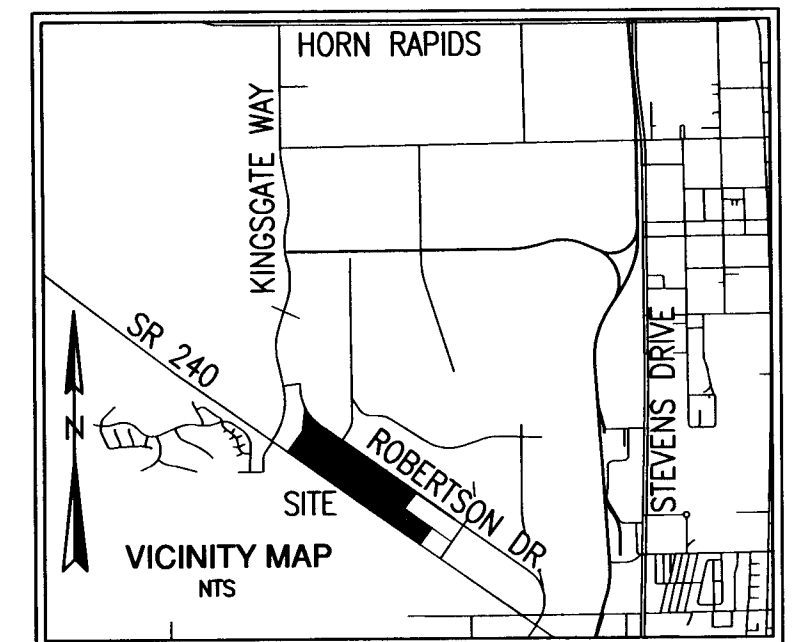
RECORD OF SURVEY NO. 5168

AMENDING A PORTION OF THAT RECORD OF SURVEY FOR
A BINDING SITE PLAN-VOLUME 1 OF SURVEYS, PAGE 2056

PREPARED FOR

THE CITY OF RICHLAND

A PORTION OF THE SE 1/4 OF THE NE 1/4 AND
THE NE 1/4 OF THE SE 1/4 OF SECTION 28, AND
A PORTION OF THE SW 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE SW 1/4 OF SECTION 27,
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



AUDITOR'S CERTIFICATE

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BENTON COUNTY AUDITOR Brenda Chilton by Myriam Gidionny Deputy
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[Signature] 25 APR 2019
CHRISTOPHER C. AMMANN DATE
CERTIFICATE NO. 45774

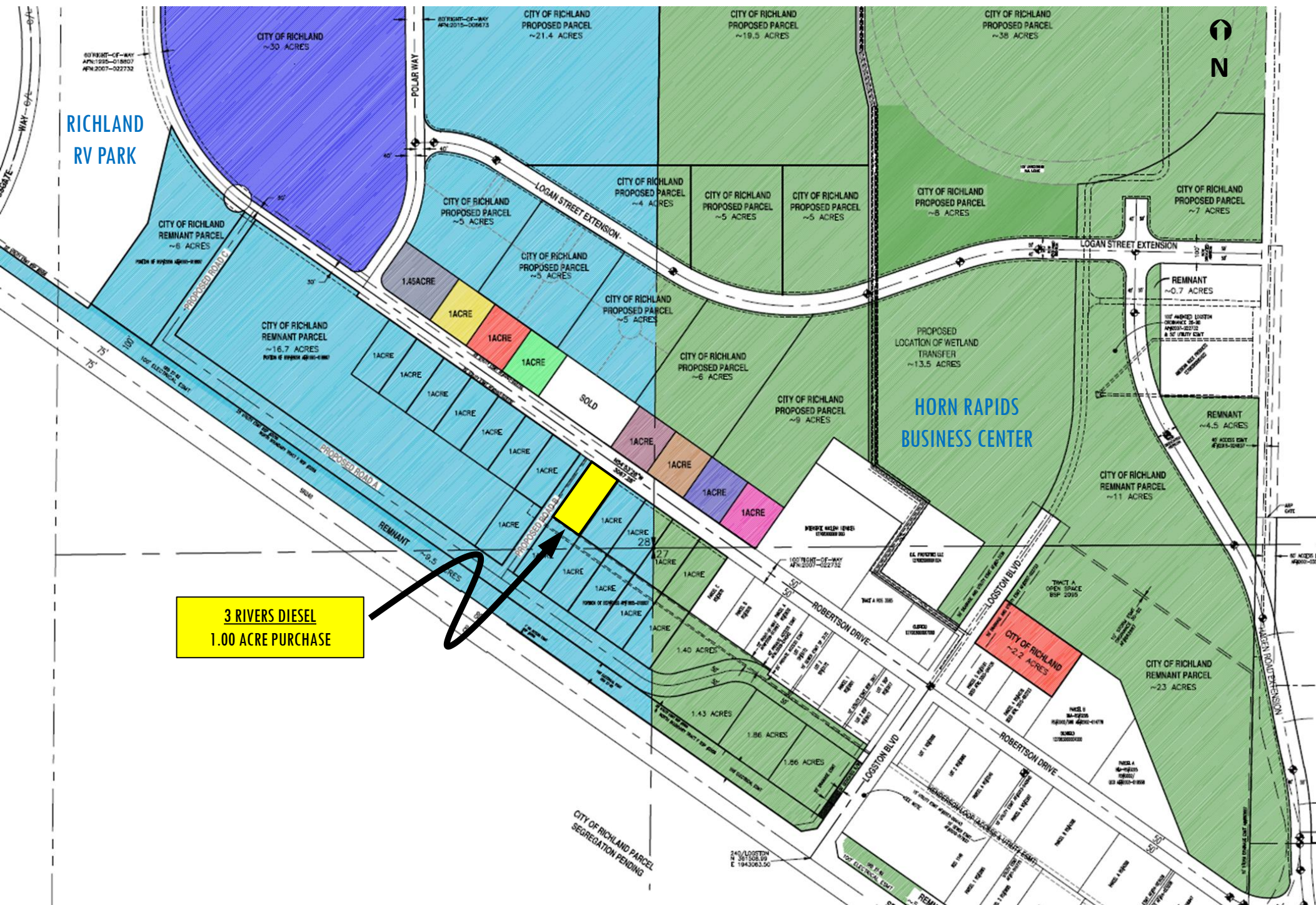


PERMIT
SURVEYING
NC

2245 Robertson Drive
Richland, Washington 99354

Office 509-375-4123
Fax 509-371-0999

DATE: 04/24/2019
SCALE: NONE
DRAWN BY: ADG
APPROVED BY: CCA
PROJECT: 17159
SHEET 3 OF 3





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/1/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 130-20, Authorizing a Master License Agreement with ExteNet Systems, Inc. for Wireless Small Cell Facilities

Department:
City Attorney

Ordinance/Resolution Number:
130-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 130-20, authorizing the City Manager to sign and execute a Master License Agreement with ExteNet Systems, Inc. for Wireless Small Cell Facilities in the City of Richland.

Summary:

The City is authorized through state and federal statutes to grant and renew telecommunications franchises for the installation, operation, and maintenance of telecommunication systems. The City's authority to grant franchises for the use of its streets and other public properties is found in RCW 35A.47.040, the Richland City Charter, and Title 28 RMC, specifically Chapter 28.14. The franchise enables the City to govern usage by telecommunications operators of the City's rights-of-way.

On June 16, 2020, Richland City Council granted to ExteNet Systems, Inc. ("ExteNet") a non-exclusive telecommunications franchise for fiber-optic cable, small wireless facilities, and other related facilities. ExteNet desires to provide telecommunications services, and to construct, operate and maintain a telecommunications system within the City's rights-of-way, which requires a telecommunications franchise.

ExteNet is an infrastructure provider that will provide both the backhaul fiber/cable to small wireless facilities as well as construct the infrastructure for a third-party carrier, for example Sprint, to operate small wireless facilities. Prior to performing any construction in the right-of-way, ExteNet must apply for and receive permits from the City.

In order for ExteNet to attach to City-owned poles or use the City's infrastructure (including fiber or conduit), a separate license agreement with the City is necessary. Resolution No. 130-20 will authorize execution of a Master License Agreement to allow ExteNet to utilize City-owned poles for small cell deployment. The agreement has been extensively negotiated between the parties with input from Energy Services and Public Works.

Staff recommends adoption of Resolution No. 130-20.

Fiscal Impact:

The Master License Agreement allows the City to recover the maximum rental amount for placement on city poles, which is currently capped by federal law at \$270.00.

Attachments:

1. Resolution No. 130-20
2. Draft Richland Master Small Cell License Agreement (ExteNet)

RESOLUTION NO. 130-20

A RESOLUTION of the City of Richland Authorizing a Master License Agreement with ExteNet Systems, Inc. for Wireless Small Cell Facilities.

WHEREAS, the City is authorized through state and federal statutes to grant and renew telecommunications franchises for the installation, operation, and maintenance of telecommunication systems; and

WHEREAS, on June 16, 2020, Richland City Council granted to ExteNet Systems, Inc. ("ExteNet") a non-exclusive telecommunications franchise for fiber-optic cable, small wireless facilities, and other related facilities (see Ordinance No. 09-20); and

WHEREAS, ExteNet desires to provide telecommunications services, and to construct, operate and maintain a telecommunications system within the City's rights-of-way, which requires a telecommunications franchise; and

WHEREAS, ExteNet is an infrastructure provider that will provide both the backhaul fiber/cable to small wireless facilities as well as construct the infrastructure for a third-party carrier, for example Sprint, to operate small wireless facilities. Prior to performing any construction in the right-of-way, ExteNet must apply for and receive permits from the City; and

WHEREAS, in order for ExteNet to attach to City-owned poles or use the City's infrastructure (including fiber or conduit), a separate license agreement with the City is necessary; and

WHEREAS, the parties have extensively negotiated a Master License Agreement, with input from Energy Services and Public Works, that will allow ExteNet to utilize City-owned poles for small cell deployment; and

WHEREAS, the Master License Agreement allows the City to recover the maximum rental amount for placement on City-owned poles, which is currently capped by federal law at \$270 per year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Master License Agreement with ExteNet Systems, Inc.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 1st day of September, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

SMALL WIRELESS COMMUNICATION FACILITIES

MASTER LICENSE AGREEMENT

between

THE CITY OF RICHLAND

and

EXTENET SYSTEMS, INC.

DRAFT

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This WIRELESS COMMUNICATION FACILITIES MASTER LEASE AGREEMENT hereinafter (“Agreement”) is entered into by and between the City of Richland, a municipal corporation of the state of Washington, hereinafter referred to as (the “City”), and ExteNet Systems, Inc., a Delaware Corporation_, hereinafter referred to as (the “Company”).

RECITALS

WHEREAS, the City owns certain improved real property and structures, described in Exhibit A, attached hereto and incorporated herein (the “City Poles”), and

WHEREAS, the Company is engaged in the operation of small cell facilities (“Small Cell” as further defined below) and desires to license from the City, and the City is willing to license the City Poles, described in Exhibit A; and

NOW THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, and in consideration of the terms, conditions, covenants and performances contained herein, it is mutually agreed as follows.

TERMS OF LICENSE

1. Definitions.

1.1. “City Poles” means poles owned by the City in public right-of-way or public utility easements and approved for Company’s Site Equipment as further described on Exhibit A. The term “City Poles” does not include real property owned by City or the fixtures located thereon or improvements there to, including but not limited to, buildings, water towers and parks.

1.2. "Governmental Approvals" includes all federal (e.g. FCC and FAA requirements), state and local permits and approvals, including the franchise and compliance with the Richland Municipal Code (RMC).

1.3. "Make-Ready Work" means the work required on or in a City Pole to create space for the Site Equipment, which may include but is not limited to replacing and/or reinforcing the existing City Pole to accommodate the Site Equipment, or rearrangement or transfer of existing Site Equipment and the facilities of other entities, including any necessary fiber connections and electrical power, as further described in Section 13.

1.4. “Site Equipment” means antennas and any associated utility or equipment box, and transmitters, receivers, radios, amplifiers, ancillary fiber-optic cables and wiring, and ancillary equipment for the transmission and reception of radio communication signals for voice and other data transmission, including the means and devices used to attach Site Equipment to City Poles, peripherals, and wiring, cabling, power feeds, and any approved signage attached or connected to the City Poles, together with ground based, pad mounted equipment cabinets and/or pedestals needed for the operation of the Site Equipment if such equipment is permitted by the RMC, and as further depicted on Exhibit B.

1.5. “Site License Addendum” means the document in the form substantially similar to Exhibit C that, when fully executed, incorporates the provisions of this Agreement and authorizes the Company to install, operate, repair, replace, and maintain the Site Equipment on City Poles identified in the specific Site License Addendum. The form of Exhibit C is for illustrative purposes only and may be modified by the City as necessary to ascertain the appropriate information to evaluate the Site Equipment on a City Pole. A Site License Addendum is required in addition to a small cell permit as required by the RMC.

1.6. "Small Cell Facility" or "Small Cell Facilities" means a "small wireless facility" as defined in 47 CFR 1.6002.

2. City Poles.

2.1. The City represents as follows:

2.1.1. it owns the City Poles and all appurtenances;

2.1.2. it is fully authorized to enter into this Agreement; and

2.1.3. the individual executing this Agreement is authorized to bind the City to the provisions contained herein.

2.1.4. The City hereby licenses to Company a portion of the City Poles, identified on Exhibit A and as approved on the Site License Addenda, the form of which is attached hereto and incorporated herein by reference, together with non-exclusive access rights to and from the City Poles, sufficient for Company's use of the City Poles as outlined in Section 11 herein. This Agreement allows Company to utilize City Poles within the present limits of the City, and as such limits may be hereafter extended through annexation.

2.2. Company's use of an individual City Pole is subject to the City's prior approval of a Site License Addendum for each City Pole.

2.3. The authority granted by this Agreement is a limited, non-exclusive authorization to occupy and use certain City Poles as approved by a Site License Addendum. Such use must also follow the Richland Municipal Code (RMC) and all other federal, state, and local laws and regulations. The provisions of this Agreement are expressly contingent upon the approval by the Richland City Council of a valid telecommunications franchise which expressly authorizes the deployment of Small Cell Facilities in the public right-of-way.

2.4. Nothing contained within this Agreement shall be construed to grant or convey any right, title, or interest in the City Poles to the Company other than for the purpose of placing and operating the Site Equipment. Further, nothing in this Agreement shall be interpreted to create or vest in Company any easement or other ownership or property interest to any City Poles, property, or rights-of-way. This Agreement shall not constitute an assignment of any of the City's ownership of or other rights to City Poles, property, or rights-of-way.

3. Allowed Use.

3.1. Company may install, operate, maintain, remove, repair and replace, at Company's sole responsibility and expense, Small Cell Facilities that are consistent with the fully executed Site License Addendum. Company shall not use the City Poles for any other purpose whatsoever without the prior written consent of the City, which consent may be withheld for any lawful reason. This Agreement does not grant Company the right or license to utilize City Poles for facilities other than Small Cell Facilities.

3.2. Company in the performance and exercise of its rights and obligations under this Agreement shall not materially or harmfully interfere in any manner with the existence and operation of any and all existing and future public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities owned by the City, cable television, location monitoring services, public safety and other existing

telecommunications equipment, utility, or municipal property, without the express written approval of the City or owners of the affected property or properties, except as permitted by applicable laws or this Agreement. However, the City agrees that to the extent it permits any other tenants, licensees, or users, to use the City Poles such third party will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with the existing industry standards to the then existing equipment of Company; provided, however that this exception shall not apply to the extent such equipment is deployed for the purpose of public health and safety. The parties acknowledge that the City does not have the expertise to determine if there is harmful interference, and that the City can rely on documentation provided by the third party that its equipment does not interfere with Company's Small Cell Facilities. Further, Company agrees that in the event of interference, the only recourse Company shall have is to request that such third party resolve the interference in a timely manner, and if such interference cannot be remedied, then request that such third party remove the interfering equipment from the City Pole.

3.3. All Site License Addenda are subject to the terms and conditions of this Agreement. Further, the Company acknowledges and agrees that as a result of the City's review of the Site License Addenda, the City may deny the installation of Site Equipment outright or require additional terms and/or conditions which will be stated in each Site License Addendum. The City is under no obligation to accept the installation of the Site Equipment on the City Poles if it determines, in its reasonable judgment, that the installation will interfere in any way with the City's primary use of the City Poles, or of the public right-of-way for transportation purposes, including transportation signalization or public safety, city utility, communication facilities or electrical facilities and their maintenance and operations, or the City determines that such installation would conflict with City policy as expressed by law, ordinance or regulation.

3.4. Company represents, warrants and covenants that its Site Equipment installed pursuant to this Agreement and each Site License Addendum will be utilized solely for providing the following services: the provision of any purpose or use reasonably related to operate a Small Cell Facility. . Company is not authorized to and shall not use its Site Equipment to offer or provide any other services not specified herein without prior written permission from the City, and without first obtaining any other necessary permits and approvals, including but not limited to installation and operation of wires and facilities to provide backhaul transmission service to a third party or the expansion of the facility to include additional antenna, radios and other infrastructure that would eliminate concealment or transform the City Poles into a micro or macro cell site as such terms are defined by state and federal law.

4. Effective Date.

All references in this Agreement to the "Effective Date", "the date hereof", or similar references shall refer to _____. If no date, then date of last signature.

5. Term.

The term of this Agreement shall commence as of the Effective Date and shall expire ten (10) years from effective date ("Initial Term"). This Agreement will automatically renew for up to two (2) successive five (5) year periods (each a "Renewal Term"), unless either party provides at least ninety (90) days' written notice of its intent not to renew prior to the end of the Initial Term or any Renewal Term thereafter. The Initial Term and each Renewal Term are hereinafter collectively referred to as "Term." A Site License Addendum shall not extend this Agreement; each Site License Addendum shall terminate with the expiration or termination of this Agreement, unless this Agreement is extended by mutual agreement of the parties.

6. Compensation.

6.1. Prior to execution of this Agreement, Company shall pay a one-time fee in the amount of Twenty-Five Hundred Dollars (\$2,500.00) for the administrative costs associated with preparing and processing this Agreement.

6.2. Company shall be responsible for paying an administrative fee for the processing and review of Site License Addenda by City equal to Five Hundred Dollars (\$500.00) ("Administrative Fee") to City for each City Pole requested in a Site License Addendum submitted for review and approval. The Administrative Fee shall be submitted with every Site License Addendum as a prerequisite to begin review of the Site License Addendum. Company shall have the right to amend the Site License Addendum to correct errors or provide additional information without having to pay a second Administrative Fee. Any additional costs incurred by the City in excess of the Administrative Fee shall be paid by the Company within thirty (30) days of an invoice by the City, and the City will refund any portion of the Administrative Fee to the Company within thirty (30) days of issuing or denying the Site License Addendum if the costs incurred are less than the Administrative Fee. The Administrative Fee shall increase as of January 1st of each successive year by adding an adjustment equal to three percent (3%) over the Administrative Fee paid for the immediately preceding year.

6.3. Company shall pay to the City the Rent for each Site License Addendum, in advance, on the first day of January through the Term of the Agreement, without any prior notice or demand therefor, and without deduction, offset, abatement, or setoff; provided, however, the initial Rent payment for each Site License Addendum will be paid to City within thirty (30) days after full execution of the Site License Addendum. Unless Section 6.4 applies, "Rent" shall be \$270 per year (adjusted by three percent (3%) over the Rent paid in the immediately preceding year); Rent shall be due regardless of whether Company has installed the Site Equipment on the City Pole, provided that the City has approved the Site License Addendum for the City Pole.

6.4. If the Federal Communications Commission's Declaratory Ruling published in the federal register on October 15, 2018 ("Declaratory Ruling") as it pertains to fees for the usage of City Poles is repealed, modified or overturned, in a manner which allows the City to charge additional fees beyond actual costs to the City, and there are no state or federal regulations that otherwise preempt the City's pole attachment fees, the parties agree that Rent shall increase to \$1,200 per year per Site License Addendum, adjusted annually by the increase by three percent (3%). The increase in Rent shall be due sixty (60) days after the effective date of such repeal, modification or overturning of the Declaratory Ruling, and upon notice from the City. Rent shall be due upon issuance of the Site License Addendum without proration for any partial year. Thereafter, Rent shall be due on the first day of January through the Term of the Agreement, regardless of whether Company has installed the Site Equipment. If after implementation of the New Rent, applicable federal and state laws, rules, regulations, orders or similar (collectively, "Applicable Law") are modified so that the New Rent is no longer consistent with requirements of Applicable Law ("Change of Law"), then the Parties agree to amend the Agreement to revise the New Rent consistent with such Change of Law effective as of the date the Change of Law occurred. All other terms and provisions of this Section 6 shall remain in full force and effect.

6.5. Company is responsible for acquiring and maintaining electrical service for the Site Equipment through the City's electric utility.

6.6. Rent shall be delivered or mailed to the City of Richland, 625 Swift Blvd, Richland WA 99352, unless electronic funds transfer is used. Rent payment must reference the pole location and assigned site identification number.

6.7. Receipt of any Rent or other fees by the City, with knowledge of any breach of this Agreement by Company, or of any default on the part of Company in the observance or performance of any of the conditions or covenants of this Agreement, shall not be deemed a waiver of any provision of this Agreement nor limit the City's remedies to address such breach or default.

6.8. If after the end of the Initial Term or any Renewal Term, as the case may be, Company continues to maintain of Site Equipment on the City Poles without entering into a new license with City, and/or City has not provided written notice to Company that the Agreement will not be renewed, Company shall become a tenant whose occupancy may be terminated upon thirty (30) days written notice. Company shall pay Rent during the hold over period for all Site License Addenda in the amount of One Hundred-Fifty percent (150%) of the annual Rent (the "Holdover Rate").

6.9. If any sums payable to City under this Agreement are not received by the City on or before the fifteenth (15th) day following its due date, Company agrees to pay interest compounded at the rate of one percent (1%) per month from the due. Where a check is returned to the City by a bank or other financial institution with the indication that the check cannot be honored, there shall be a fee assessed to Company based on the current statutory maximum allowed. City and Company agree that such charges represent a fair and reasonable estimate of the costs incurred by City by reason of late payments and uncollectible checks, and the failure by Company to pay any such charges by no later than thirty (30) days after Company's receipt of written demand therefore by City shall be a default under this Agreement. City's acceptance of less than the full amount of any payment due from Company shall not be deemed an accord and satisfaction, waiver, or compromise of such payment unless specifically agreed to in writing by City.

6.10. City hereby agrees to provide to Company certain documentation (the "Rental Documentation") evidencing City's interest in, and right to receive payments under this Agreement, including a complete and fully executed Internal Revenue Service Form W-9, or equivalent, for any party to whom rental payments are to be made pursuant to this Agreement. From time to time during the Term of this Agreement, and within thirty (30) days of a written request from Company, City agrees to provide updated Rental Documentation in a form reasonably acceptable to Company.

7. Taxes, Assessments & Utilities.

In addition to the Rent, Company shall pay annually in advance to the City the then current applicable leasehold excise tax, unless the Company is centrally assessed by the State of Washington and provides documentation, that is acceptable to the City, of its central assessment, which evidence shall then be attached to this Agreement as Exhibit D. If Company is centrally assessed by the State of Washington and Company provides satisfactory evidence of its central assessment to the City, then for any and all periods that Company reports the property as operating property, as defined in RCW 84.12.200, Company will not be required to pay leasehold excise tax to the City. Should the City collect from Company and pay to the Department of Revenue leasehold excise tax which is subsequently determined to be a duplicate payment or over-payment of tax by Company, Company shall not have any claim against the City, but shall look directly to the Department of Revenue for reimbursement.

8. Permits.

8.1. Prior to performing any construction, maintenance or repair work on the City Poles, the Company shall secure all necessary federal Governmental Approvals at its sole expense. The City hereby authorizes Company to make any and all applications and/or submissions necessary to obtain all Government Approvals from all applicable governmental and/or regulatory entities required for construction, maintenance, or operation of the Site Equipment on the City Poles. Notwithstanding the

above, the City has certain obligations and procedures as a municipality, including but not limited to permitting procedures, zoning requirements and Council approval requirements, and nothing in this Agreement shall be interpreted or applied to deprive the City of the exercise of its administrative or quasi-judicial discretion in any Governmental Approval process, or prevent it from otherwise adhering to its procedures or exercising its obligations under the RMC.

8.2. Company must obtain Governmental Approvals for each Site License Addendum prior to the commencement of any build-out of the Site Equipment and within nine (9) months after the effective date of the Site License Addendum. The Site License Addendum shall automatically terminate on the expiration of such nine (9) month period if the necessary Government Approvals are not obtained; provided, however that such nine (9) month period may be extended by the City upon written request of Company, which approval shall not be unreasonably withheld, delayed or conditioned. No Site Equipment shall be permitted on the City Poles prior to the granting of such Governmental Approvals.

8.3. Company shall complete installation of its Site Equipment approved by the City pursuant to a Site License Addendum no later than twelve (12) months after the receipt of Governmental Approvals and shall commence operation no later than six (6) months after installation, which such dates may be delayed due to any force majeure event or as mutually agreed in writing by the parties. Company shall provide notice to the City of the completion of its installation. Failure of Company to complete installation, commence operation of the applicable Site Equipment, or apply for Governmental Approvals, as provided above, shall allow the City to terminate the affected Site License Addendum upon ten (10) days' written notice to Company. Company may request, in writing, an extension of the timelines listed in this Section 8.3 for up to an additional six (6) months, which extension shall not be unreasonably withheld, delayed or conditioned.

9. Non-Interference with City Poles.

9.1. The City shall not be responsible for interference with the Company's Site Equipment caused by the electronics equipment of the City or any senior lessee or licensee on the City Poles. If such interference occurs and cannot be remedied within thirty (30) days after notice, then the Company may cancel the Site License Addendum pursuant to Section 29.2.1, without penalty.

9.2. Company has an obligation to cooperate with other users of the City Poles to remedy interference. Further, Company may not cause physical or radio frequency interference (as defined in 47 C.F.R. Section 90.7, 47 C.F.R. Section 101.3, and the radio frequency regulations for any other equipment or technology which is present at the subject City Pole) with the equipment of the City or of senior lessees or licensees. City usage may include operation of wireless transceivers attached to City Poles. Within forty-eight (48) hours after notice, Company shall remedy interference caused by Company's Site Equipment, unless additional time is provided by the City. Failure of Company to remedy such interference shall be cause for the City to either disconnect power to the Site Equipment on the specific City Pole or terminate the Site License Addendum consistent with Section 28.1.

9.3. Outside of the historic and/or primary use, which includes but is not limited to traffic control infrastructure, emergency management, street lighting, and decorative features such as planters and banners, including future planned primary use of the City Poles, the City shall not use, nor shall the City permit its tenants, employees, or agents to use any portion of the City Poles that are the subject of a Site License Addendum in any way which materially interferes with the operations of Company authorized by this Agreement. Such new interference shall be terminated within forty-eight (48) hours after written notice to the City, unless additional time is provided by the City. Notwithstanding the foregoing, nothing in this Section shall be construed to imply that Company is seeking or entitled to an exclusive license with the

City which will interfere with the historic, and/or primary use, including future primary use of the City Poles by the City.

9.4. The City agrees that it will require any other subsequent occupants outside of the historical uses of the City Poles, to provide to Company and the City the same assurances against interference, and any subsequent occupants outside the historical uses of the City Poles shall have the same obligation to eliminate any harmful or unreasonable interference with the operations of Company caused by the subsequent occupants.

9.5. To the extent any Company Site Equipment interferes or disturbs equipment owned by any third party, Company shall notify such third party directly and shall make good faith efforts to resolve the matter with such third party prior to involving the City.

10. Radio Frequency Interference Study.

10.1. Company must comply with all laws, including all laws relating to the allowable presence of or human exposure to Radiofrequency Radiation (“RFs”) or Electromagnetic Fields (“EMFs”) on or off the City Poles, including all applicable FCC standards, whether such RF or EMF presence or exposure results from the Site Equipment alone or from the cumulative effect of the Site Equipment added to all other sources on or near the City Poles. Company must provide to the City a copy of the report, required for Company’s Site License Addendum, of an independent engineering consultant analyzing whether RF and EMF emissions at the proposed City Poles would comply with FCC standards, taking into consideration the Site Equipment installation specifications and distance to residential windows (the “NIER Report”). Further, Company shall, at its own cost and expense, and consistent with its permit requirements, perform an RF emissions test following installation to validate that the Site Equipment, once installed, complies with the FCC standards.

10.2. Company shall not affix or mount any antennas, devices, equipment or related material, in any manner or in any location which would cause degradation in the operation or use of communications systems at the City Poles which serve the City or other users. This would include but not be limited to adversely impacting the received or transmitted signal strength or patterns of any systems at the site serving the needs of the City. If at any time the operation of Company’s Site Equipment interferes with the reception or transmission of public safety, utility or traffic signalization communications, Company shall immediately cease operation of the site or the specific portion of the Site Equipment causing the interference until such time as the interference is corrected.

11. City Poles Access & Security.

Company shall comply with the following:

11.1. Company is hereby granted a non-exclusive right to access the City Poles for maintenance, operation and/or repair of the Site Equipment. Company is required to pull all applicable permits for maintenance, operation, and/or repair (for example, right of way use permits).

11.2. Except in an emergency situation, Company shall use commercially reasonable efforts to perform such repairs during such hours as will minimally interfere with the City’s primary use of the City Poles. Company is required to give forty-eight (48) hours advance notice to the City before accessing the City Poles to perform normal/regular maintenance of the Site Equipment.

11.3. Company shall be permitted access to the Site Equipment without being required to give notice in the event of an emergency, provided that the Company shall submit to the City, no later than forty-

eight (48) hours after the emergency, or if such 48-hour period falls on a Saturday or Sunday, the following business day, a written report describing the emergency and the reason(s) why immediate access to the City Poles was required. In the event of (i) a public emergency, such as, but not limited to, road failure, evacuation, natural disasters, hazardous substance spills, fatal or serious injury accidents, and/or (ii) during City use at the City Poles, Company's access may, at the reasonable discretion of the City, be temporarily limited or restricted; provided, that any temporary limitation or restriction in Company's access shall be restored as soon as the circumstances shall allow, as determined by the City, in its sole discretion.

11.4. Company shall designate its Network Operations Center to serve as the primary point of contact for the City with regard to Site Equipment located on City Poles. The contact information for such contacts is attached hereto as Exhibit G. Company may designate a new Site Equipment Manager or Local Government Affairs Designee by providing notice to the City pursuant to Section 34.6. Company shall communicate and provide notice to the City staff designated on Exhibit G for all maintenance and access requirements.

11.5. Company shall meet with the City, and other telecommunications operators if necessary, upon request, to schedule and coordinate construction and maintenance of the City Poles, Site Equipment and use of the right-of-way.

11.6. Outside the City's regular business hours, Company shall be required to contact the on-call staff detailed on Exhibit G to make arrangements for City staff to provide access. Company shall be responsible for any reasonable costs incurred for the on-call time to respond to the after-hours access. Payment is due thirty (30) days after receipt of invoice.

12. Hazardous Materials.

12.1. Company shall not cause or permit any Hazardous Materials to be brought upon, stored, used, released or disposed of on the City Poles which would cause the City Poles to be in violation of any applicable laws or which would require remediation or correction to the City Poles. "Hazardous Materials" means any dangerous, toxic or harmful substance, material or waste that is or becomes regulated by any local government authority, the State of Washington, or the United States Government due to its potential harm to the health, safety or welfare of humans or the environment. Company shall be responsible for all spills or other releases of any Hazardous Materials that may occur on the City Poles to the extent arising out of Company's activities or caused by the Company, its employees, contractors, subcontractors, or invitees. At Company's sole cost, Company shall promptly conduct any investigation and remediation as required by any applicable laws.

13. Pole Replacement and Make Ready.

13.1. Upon adoption of a city standard small cell facility pole design(s) within the published City standards, the Company shall utilize such pole design or may request modifications to the standard pole design to accommodate its small cell facility without substantially changing the outward visual and aesthetic character of the design. The Company, upon a showing that use or modification of the standard pole design is either technically or physically infeasible, or that the modified pole design will not comply with the city's ADA, sidewalk clearance requirements and/or would violate electrical or other safety standards, may deviate from the adopted standard pole design and propose a different pole design that is consistent with the requirements of the RMC.

13.2. Company shall bear all costs for all Make-Ready work, including installing Site Equipment, replacing or retrofitting existing City Poles. Such costs shall include, but are not limited to, costs for dismantling, removal and disposal of the existing City Poles and appurtenances in compliance

with the RMC, removal and replacement of foundation, replacement streetlight, placement and/or replacement of junction boxes to non-skid boxes, placement of additional conduit if needed, and geotechnical analysis (as appropriate for soil and foundation stability, etc.), applicable restoration of the right-of-way, replacement of hardscape, vegetation or other existing urban design features impacted by the work. Any such replacement shall be subject to prior approval by the City and approved as part of the Site License Addendum. If Company or a third party, other than City or Company, acting on Company's behalf would have to rearrange or adjust any of its facilities in order to accommodate the Site Equipment, Company shall be responsible, at Company's sole expense, to coordinate such activity and to pay any such third party for any related expenses. If Company is requested by a third party, in comparable circumstances, to relocate or adjust any Site Equipment to accommodate that third party's facilities, subject to City's written approval of such relocation, Company shall reasonably cooperate with such request at such third party's sole cost and expense and provided that any such relocation or removal does not compromise Company's use of its Site Equipment for the purposes granted herein, as determined by the Company in its sole discretion.

13.3. The design and appearance of any such replacement poles will need to be approved by City through a Site License Addendum prior to installation. The approval of the Site License Addendum shall be conditioned on the completion of all Make-Ready Work needed to establish full compliance with the latest edition of the National Electric Safety Code, and with City's regulatory rules and published City's standards and any applicable ADA requirements.

13.4. Upon inspection and acceptance by the City, the Company agrees to assign ownership of any replacement pole (together with the foundation and related access conduits, handholds, etc.) to the City, and prepare any ancillary documentation or agreement. City may require Company to deliver written evidence (reasonably acceptable to the City) of the deed of dedication of the replacement pole (together with the foundation and related access conduits, handholds, etc.), along with the assignment of any warranties applicable to the replacement pole, including, without limitation, manufacturer's, installation, and other service provider warranties.

13.5. Where City approves the installation of a replacement pole, the pre-existing pole and foundation must be removed, to the extent required by the City, by Company within ten (10) business days after the installation of the replacement pole and restored to a condition equal to or better than existed prior to such removal.

13.6. Company shall not place any advertising or lighting devices in, on or about the City Poles, unless such advertising or lighting devices are a part of the design of the pole and provide a public benefit as approved by the City. Examples of installations providing a public benefit include way signage and civic banners. However, Company is required to place a sticker with the contact name and number so that the City can contact the Company as necessary for repairs and in emergency situations.

13.7. Any replacement pole must include a method by which the City may install a City-standard pole on the replacement pole foundation, in order to ensure that the City can continue to provide street lighting if such replacement pole were ever removed. This can be achieved by either following the same bolt pattern as the existing City Poles, by providing adapter plates to the City, or through another mutually agreeable method, in order to ensure that the City may install a standard Richland street light pole on the same foundation in case of knock-down, abandonment, or other reason in which the pole needs to be replaced.

13.8. The parties acknowledge that some of the Make-Ready Work pertaining to preparing underground infrastructure may be City Pole and surrounding vicinity dependent. The parties agree to work in good faith and cooperatively to evaluate solutions to enable the Make-Ready Work in a cost-effective manner. Upon identification of an alternative method for the performance of the Make-Ready Work and

request by the Company, the City will give full consideration to such alternative methods for Make-Ready Work. This provision in no way requires the City to pay for any of the Make-Ready Work, or alter its regulations or standards to accommodate such solution.

14. Maintenance/Stewardship.

14.1. Company shall, at its own expense and at all times, keep the Site Equipment in good order, repair and condition, and keep and use the City Poles in accordance with all laws. Company shall permit or cause no waste, damage or injury to the City Poles. Company is responsible for any damage caused to City Poles by Company and shall coordinate with City an appropriate schedule and plans for repairs to any damaged City Poles. City acknowledges and agrees that Company shall not be responsible for ongoing maintenance of lighting on any City Poles.

14.2. City shall have no obligation to the Company to maintain or safeguard the City Poles, except that City shall not intentionally permit access to the Site Equipment to any third party without the prior approval of Company, except as otherwise provided herein or in an emergency situation.

15. Repairs by City; Increased Maintenance Costs; Emergency Situations.

15.1. City reserves the right to make alterations, repairs, maintenance, additions, removals, improvements, and all other similar work to all or any part of the City Poles for any purpose. City shall make a good faith effort to give Company five (5) days prior notice of any City work if such work will impair the operation of the Site Equipment (unless such work can be accomplished by using the power disconnect), except in the case of an emergency, in which case, City will provide as much advance notice as is feasible under the circumstances. Such notice shall be given to Company or the Company's Site Equipment Manager, if one is available. Further, City shall allow a representative of Company to observe the work, and City shall take reasonable steps not to disturb Company's normal use of the Site Equipment. Company's use of the City Poles may not impede or delay City's authority and ability to make any changes to the City Poles.

15.2. Pursuant to the design requirements agreed to between the City and Company, Company shall install a power disconnect mechanism to enable the City to temporarily disconnect Company's Site Equipment in order to safely work on the City Poles or in case of an emergency. The City at its sole discretion may disconnect the Site Equipment if it determines that there is an immediate danger to public safety. Except in an emergency situation, if the disconnect mechanism is utilized by the City, the City shall return the disconnect mechanism to the on position to return power to the Site Equipment when the work is complete.

15.3. City shall have no duty to Company to make any repairs or improvements to the City Poles.

15.4. City is not responsible for any third-party damage to Site Equipment or the City Pole. Further, upon a pole knock-down the City has the right to replace the City Pole as necessary for public safety.

15.5. In the event that the presence of Company's Site Equipment on the City Poles results in increased maintenance or repair costs to the City, Company shall, within thirty (30) days of receipt of written notification by the City, which shall include documentation evidencing such increase is the result of Company's use, pay the City for the incremental maintenance or repair costs incurred by the City.

15.6. In the event of any emergency in which any of Company's Site Equipment endangers the property, life, health or safety of any person, entity or the City Poles, or if Company's construction area is

otherwise in such a condition as to immediately endanger the property, life, health or safety of any person, entity or the City, Company shall immediately take the proper emergency measures to repair its Site Equipment and to cure or eliminate the dangerous conditions for the protection of property, life, health or safety of any person, entity or the City. Company shall notify the City, orally or in writing, as soon as practicable following the onset of the emergency. The City retains the right and privilege to take proper emergency measures, as the City may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. If the City becomes aware of an emergency before the Company, then the City shall notify Company by telephone promptly upon learning of the emergency and shall exercise reasonable efforts to avoid an interruption of Company's operations.

15.7. The City will not be liable in any manner, and Company hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the City's access to the Site Equipment, including the removal of Company's Site Equipment from a City Pole in an emergency.

15.8. City shall not be liable for any damages to any person or property, nor shall Company be relieved from any of its obligations under this Agreement, as a direct or indirect result of temporary interruption in the electrical power provided to the City Poles. Under no circumstance shall City be liable for indirect, special, incidental, or consequential damages resulting from such an interruption.

16. Sub-license & Assignment by Company.

16.1. Company may not sublicense or co-locate any other broadcast equipment on the City Poles, without express written consent by City, which consent will not be unreasonably withheld, delayed or conditioned.

16.2. Neither this Agreement, nor any rights created by it, may be assigned, or transferred without the express written permission from the City. Any such assignment shall be in writing on a form approved by the City and shall include an assumption of this Agreement and Company's obligations hereunder by the assignee.

16.3. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. Further, no assignment or transfer of this Agreement shall be deemed to occur based on the public trading of Company's stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Agreement.

16.4. Notwithstanding the foregoing, Company may assign its interest in this Agreement, without the City's consent, to any entity which controls, is controlled by, or is under common control with Company, or to any entity resulting from any merger or consolidation with Company, or to any partner or member of Company, or to any partnership in which Company is a general partner, or to any person or entity which acquires fifty-one percent (51%) or more the ownership of Company or fifty-one percent (51%) or more of the assets of Company, or to any entity which obtains a security interest in a substantial portion of Company's assets. Further, Company may assign this Agreement and/or any Site License Addendum to any entity which acquires all or substantially all of Company's assets within the State of Washington by reason of a merger, acquisition or other business reorganization without approval or consent of City. Any assignment as provided in this Section 16.4 shall be conditioned upon an assumption of all obligations of Company under this Agreement by the assignee; and provided further, that Company shall provide the City with a copy of said written assignment, acceptable to the City, and a copy of the additional insured endorsement and Certificate of Insurance in a and any applicable bonds, all on forms acceptable to the City, prior to the effective date of the assignment.

16.5. The City's consent to one assignment shall not waive the requirement of obtaining the City's consent to any subsequent assignment.

16.6. Except for a permitted assignment as provided in Sections 16.3 and 16.4, Company shall reimburse the City on demand for any reasonable costs that the City incurs in connection with any proposed assignment, including the costs of investigating the acceptability of the proposed assignee and legal costs incurred in connection with considering any requested consent.

16.7. [ONLY APPLICABLE FOR INFRASTRUCTURE COMPANIES] The Parties acknowledge that Small Cell Facilities deployed by Company on a City Pole pursuant to this Agreement may be owned and/or remotely operated by a third-party wireless carrier customer ("Carriers") and installed and maintained by Company pursuant to existing agreements between Company and a Carrier. The Site Equipment shall be treated as Company's Site Equipment for all purposes under this Agreement and any applicable Site License Addendum. Company shall remain solely responsible and liable for the performance of all obligations under this Agreement and applicable Site License Addenda with respect to any Site Equipment owned and/or remotely operated by a Carrier. Company shall identify on the Site License Addenda the identity of the Carrier on whose behalf it is operating the Site Equipment on each City Pole. Company is not required to submit its contract with such Carrier.

17. Sub-license & Assignment by City.

17.1. Should the City sell, lease, license, transfer, or otherwise convey all or any part of the City Poles that are the subject of this Agreement to any transferee other than Company, such transfer shall be subject to this Agreement.

17.2. The City retains the right to sublicense or enter into any type of agreement for any portion of the City Poles for any reason, including but not limited to, co-locating wireless facilities, if it will not harmfully or unreasonably interfere with the Company's use of the City Poles.

17.3. The City may transfer and assign its rights and obligations hereunder, and no further liability or obligation shall thereafter accrue against the City hereunder, provided that the assignee or transferee assumes, in writing, all of the City's obligations under this Agreement, which shall remain in full force and effect.

18. Improvements, Fixtures and Personal Property; Inspection by City.

18.1. The City agrees that, notwithstanding any provision of statutory or common law, the Site Equipment and any other Company improvements to the City Poles, including but not limited to personal property, shall remain the exclusive property of the Company.

18.2. The approved designs of the Site Equipment on a City Pole pursuant to a Site License Addendum are concealment elements intended to maintain the look of a light pole or utility pole. Accordingly, except with respect to a Minor Modification, any material revision to the Site Equipment listed on a Site Lease Addendum after initial installation shall require the City's prior written approval. Such City approval shall be memorialized in an amendment to the Site Lease Addendum for which Company shall submit an Administrative Fee consistent with Section 6.2. As used in this Section 18.2, "Minor Modification" shall mean routine maintenance and repair of the Site Equipment, or the replacement of an antenna or equipment of similar size, weight and height, provided that such replacement adheres to the requirements of the RMC and Exhibit B, and does not impact the structural integrity of the pole. Notwithstanding the foregoing, the City and Company acknowledge and agree that the City may, in its

discretion, deny any proposed modification to the Site Equipment that undermines or otherwise defeats the concealment elements of a City Pole, as described or depicted in Exhibit B.

18.3. The City may, from time-to-time, access the City Poles to inspect any work done by Company to ensure compliance with the approved plans and specifications, to require reasonable revisions to ensure that the respective uses of the City Poles are compatible, or otherwise. This right to inspect shall not impose any obligation upon the City to make inspections to ascertain the safety of Company's improvements or the condition of the City Poles.

19. Destruction of or Damage to the City Poles or any Site Structures.

19.1. If a City Pole or any structure on a City Pole is destroyed or damaged by collision, fire or casualty so as to render the City Poles and/or Site Equipment unfit for use by the City or Company, then the City, at its sole discretion, may replace such destroyed or damaged pole with another pole or a standard City Pole, even if such replacement pole is not capable of maintaining the Site Equipment. The Company may request to reinstall the Site Equipment or to replace the pole itself consistent with the applicable Site License Addendum and City shall approve such request provided that such reinstallation is consistent with the currently approved Site License Addendum. If Company does not wish to reinstall the Site Equipment, Company may terminate or amend the Site License Addendum without penalty.

19.2. If the Company chooses to reinstall the Site Equipment or a replacement pole and such replacement pole or Site Equipment differs from the approved Site License Addendum, then Company shall submit a new Site License Addendum or shall amend the Site License Addendum.

19.3. City nor Company shall not be liable for any direct or indirect or consequential damages including but not limited to inconvenience, annoyance, or loss of profits, nor for any expenses, or any other damage resulting from the collision, fire or casualty, nor from the repair of such damage.

20. Condemnation.

If all or any portion of the City Poles is taken, or condemned for any public purpose such that Company cannot use its Site Equipment on the City Poles, either party may terminate this Agreement or the applicable Site License Addendum without penalty. All proceeds from any taking or condemnation of the Site or City Poles shall belong and be paid to the City. Company shall have all rights to its Site Equipment and personal property if such equipment or personal property are included in any taking or condemnation.

21. Insurance.

21.1. At Company's sole cost and expense, Company shall maintain throughout the term of this Agreement insurance as set forth in Exhibit E, attached hereto and incorporated herein.

21.2. Company's maintenance of insurance as required by this Section 21 shall not be construed to limit the liability of Company to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Company's maintenance of insurance policies required by this Agreement shall not be construed to excuse unfaithful performance by Company.

22. Hold Harmless.

22.1. The City and its elected and appointed officials, officers, employees, contractors, agents and representatives shall not be liable for injury or damage to any persons or property, including City Poles, resulting from the installation (including without limitation Company's replacement of City Poles),

operation or maintenance of the Site Equipment on the City Poles, except to the extent arising out of the City's sole negligence or willful misconduct.

22.2. Company releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, contractors and representatives from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Company, its agents, servants, officers, employees and contractors in the performance of this Agreement and any rights granted within this Agreement, except to the extent of the sole negligence or willful misconduct of the City or its elected and appointed officials, officers, employees, contractors, representatives, and agents.

22.3. Inspection or acceptance by the City of any work performed by Company at the time of completion of construction shall not be grounds for avoidance by Company of any of its obligations under this Section 22. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised.

22.4. The City shall promptly notify Company of any claim or suit, and request in writing that Company indemnify the City. City's failure to so notify and request indemnification shall not relieve Company of any liability that Company might have, except to the extent that such failure prejudices Company's ability to defend such claim or suit.

22.5. Company shall indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, contractors and representatives from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including without limitation, diminution in the value of the City Poles, damages for loss or restriction of use of the City Poles, and sums paid in settlement of claims, attorneys' fees, consultant and expert fees, investigation, clean-up, remediation or other costs incurred or suffered by the City, arising out of any use, storage, release or disposal of Hazardous Materials by Company, its employees, contractors, subcontractors, or invitees. Notwithstanding the foregoing, and any other provision in this Agreement, Company shall not be liable or responsible for any environmental condition except to the extent Company causes or exacerbates the condition. This indemnification shall survive the termination or expiration of this Agreement.

22.6. Company may choose counsel to defend the City subject to this Section 22.6. In the event that Company refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Agreement, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Company, Company shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Company to represent the City, then upon the prior written approval and consent of Company, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Company shall pay the reasonable fees and expenses of such separate counsel, except that Company shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City (including the use of in-house counsel) but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Company. Each party agrees to cooperate and to cause its

employees and agents to cooperate with the other party in the defense of any such claim, and the relevant records of each party shall be available to the other party with respect to any such defense.

22.7. Except to the extent that damage or injury arises from the sole negligence, willful misconduct of the City, its elected and appointed officials, officers, employees, representatives, agents or contractors, the obligations of Company under the indemnification provisions of this Section 22.6 shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its elected and appointed officials, officers, agents, employees or contractors. Notwithstanding the proceeding sentence, to the extent the provisions of RCW 4.24.115 are applicable, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute, and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided constitutes Company's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification, relating solely to indemnity claims made by the City directly against the Company for claims made against the City by Company's employees. This waiver has been mutually negotiated by the parties.

22.8. Company acknowledges and agrees that Company bears all risks of loss or damage or relocation or replacement of its Site Equipment and materials installed on City Poles pursuant to this Agreement from any cause, and the City shall not be liable for any cost of replacement or repair to damaged Site Equipment, including, without limitation, damage caused by the City's removal of the Site Equipment, loss of line of sight path, activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials or contractors, except to the extent any such damage or destruction is caused by or arises from any sole negligence, willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, elected or appointed officials, or contractors. Company releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.

22.9. In no event shall either party be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Agreement. Company further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by or under users of Company's Site Equipment or networks as the result of any interruption of service due to damage or destruction of Company's Site Equipment caused by or arising out of activities conducted by the City, its officers, agents, employees, contractors, or elected or appointed officials.

22.10. The provisions of this Section 22 shall survive the expiration, revocation, or termination of this Agreement.

23. Performance Bond.

23.1. Company shall furnish a surety bond or bonds, a copy of which is attached in substantially the same form to this Agreement as Exhibit F, covering faithful performance of this Agreement and payment of all obligations arising thereunder, including but not limited to proper construction, long-term facility maintenance, rent, timely removal of equipment and restoration. The bond shall be in-force during the entire term or subsequent extensions. The bond shall be in a form acceptable to the City. The performance bond for this Agreement shall not only indemnify City in accordance with this Agreement, but in addition shall be a bond to guarantee payment of any and all tax liability of any type, kind, nature or description due as a result of this Agreement. Said performance bond shall be issued to City prior to the issuance of any approvals for the construction of its facilities on the City Poles. If City so uses or applies

any portion of the performance bond, Company shall, upon notice, restore the performance bond to the full amount specified, and Company's failure to do so shall constitute a material breach of this Agreement. This performance bond shall be in addition to any construction or maintenance bonds imposed by the City as part of its permitting process. This performance bond shall remain in place until all of Company's Site Equipment has been removed by Company unless otherwise permitted to remain by City. The amount of the bond shall be dependent on the number of City Poles used by the Company as follows:

- a. \$100,000 bond for usage of 1-10 City Poles;
- b. \$250,000 bond for usage of 11-50 City Poles; and
- c. \$500,000 bond for usage of 50 or more City Poles.

24. Nondiscrimination.

Company, for itself, its successors, and assigns as a part of the consideration hereof, does hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state or local laws applicable to the City Poles, including, without limitation, Chapter 49.60 RCW and Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation ---Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate the Agreement without penalty and to re-enter and repossess the City Poles, consistent with Section 29.1.

25. Stop Work.

If Company defaults in the performance or observation of any covenant or agreement contained in this Agreement, the City, without notice if deemed by the City that an emergency exists, or if no emergency, with thirty (30) days' written notice, may direct Company to stop work and may itself perform or cause to be performed such covenant or agreement and may enter upon the City Poles for such purpose. Such an emergency shall include, but not be limited to, endangerment of life, endangerment of the City Poles or rights-of-way, or failure of Company to obtain in a timely manner any insurance. Company shall reimburse the City the entire cost and expense of such performance within thirty (30) days of the date of the receipt of the City's invoice. Any act or thing done by the City under the provisions of this Section 25 shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

26. Prerequisites for Approval. Company acknowledges the following:

26.1. A fully executed Site License Addendum between the City and Company, and any required Governmental Approvals, are required prior to construction or installation of the Site Equipment on the City Poles.

26.2. The execution of this Agreement by the City shall in no way constitute review and/or approval by other applicable jurisdictions and permitting authorities, including other City Departments.

26.3. The City requires the Company to obtain a telecommunications franchise from the City, and such franchise must be obtained from the City prior to or upon the same date as the execution of this Agreement by the City.

27. Review of Plans.

27.1. Prior to installation of any Site Equipment, the Company shall submit the following documents to the City for review, approval or denial: (i) completed Site License Addendum, (ii) a copy of the NIER Report, and (iii) the Administrative Fee.

27.1.1. All Site License Addenda requesting access to a City Pole must include a load bearing study to determine whether the attachment of Site Equipment may proceed without City Pole modification, or whether the installation will require City Pole re-enforcement or replacement. If City Pole re-enforcement, replacement or new pole is necessary, Company shall provide engineering design and specification drawings demonstrating the proposed alteration to the City Pole. All engineering drawings submitted must be completed and stamped by a professional engineer licensed in Washington State. For each Site License Addendum, the City shall:

- a. Verify that the Site License Addendum is complete, and the Administrative Fee has been submitted.
- b. Review engineering design documents to validate: 1) compliance with contractual requirements under this Agreement; 2) that the applicant has evaluated existing public safety radio systems, traffic signal or street light systems, automatic meter readers, utility communication devices or other communications components that would be affected by the Site Equipment and determined that there is no interference in accordance with Applicable Law; 3) inclusion of appropriate design of stealth and camouflage components necessary to comply with historic preservation requirements or aesthetic design elements; and 4) compliance with City regulations.
- c. Determine if the City Pole is available and if the license of such City Pole is consistent with City's municipal obligations and proprietary interests consistent with Section 2.3.
- d. Determine compliance with any other applicable requirements.

27.1.2. As appropriate, City may require Company to make design modifications in order to comply with applicable contractual, regulatory or legal requirements, or may ask additional questions as necessary to determine feasibility of use of the City Poles. Failure to make the requested design modifications or to answer feasibility questions in a manner acceptable to the City shall result in an incomplete Site License Addendum which may not be processed under this Agreement.

27.1.3. Installation of the Site Equipment must be completed in accordance with all Government Approvals, including without limitation, obtaining a permit pursuant to RMC Chapter 12.08 and obtaining all final inspections required by any permits issued by the City.

27.1.4. Any Site Equipment that has not been approved by City or has not received all required Governmental Approvals shall not be installed, or if already installed, shall be removed immediately by Company at Company's sole cost and expense.

27.2. Company expressly acknowledges and agrees that the City's rights under this Agreement to review, comment on, disapprove and/or accept designs, plans specifications, work plans, construction, equipment, and/or installation: (i) exist for the benefit and protection of the City and its employees and

agents; (ii) do not create or impose upon the City, and its employees and agents any standard or duty of care toward Company, all of which are hereby disclaimed; (iii) may not be relied upon by the Company in determining whether Company has satisfied any and all applicable Governmental Approval standards and requirements; and (iv) may not be asserted, nor may the exercise or failure to exercise any such rights by the City and its employees and agents be asserted against the City and its employees and agents by the Company as a defense, legal or equitable, to the Company's obligation to fulfill such Governmental Approval standards and requirements, notwithstanding any acceptance of work by the City and its employees and agents.

28. Default; Remedies.

28.1. Default by Company.

The following occurrences shall each be deemed an "Event of Default" by Company and may be subject to stop work order per Section 25, subject to the cure period set forth in Section 30:

28.1.1. **Failure to Pay.** Company fails to pay any sum, including Rent or taxes, due under this Agreement.

28.1.2. **Abandonment.** Company's failure to remove Site Equipment as further described in Section 32.2.

28.1.3. **Insolvency.** Immediately, upon written notice, if a receiver is appointed to take possession of Company's assets, Company makes a general assignment for the benefit of creditors, or Company becomes insolvent or takes or suffers action under the Bankruptcy Act.

28.1.4. **Lapsed Governmental Approvals.** Company fails to obtain or maintain any Governmental Approvals required to install and operate Site Equipment.

28.1.5. **Failure to Maintain Insurance.** Company fails to maintain appropriate insurance as required pursuant to Exhibit E.

28.1.6. **Prohibited Assignment.** Company assigns this Agreement in violation of Section 16.

28.1.7. **Interference.** Company operates or maintains its Site Equipment in a manner that interferes (as defined in 47 C.F.R. Section 90.7, 47 C.F.R. Section 101.3, and the radio frequency regulations for any other equipment or technology which is present at the subject City Poles) with or impairs other communication or computer equipment used by the City, the emergency network (or is successor entity), or other entity given prior rights to use the City Poles.

28.1.8. **Improper Construction.** Company constructs Site Equipment on City Poles without approval of a Site License Addendum.

28.1.9. **Other Defaults.** Company violates any material agreement, term or covenant of this Agreement.

28.1.10. **No Waiver.** Waiver or acceptance by City of any default of the terms of this Agreement by Company shall not operate as a release of Company's responsibility for any prior or subsequent default.

28.2. **City Remedies.** Subject to the cure period described in Section 30 below, the City shall have the following remedies upon an Event of Default. City's rights and remedies under this Agreement shall be cumulative, and none shall exclude any other right or remedy allowed by law.

28.2.1. **Continuation of Agreement.** Without prejudice to its right to other remedies, the City may continue this Agreement and applicable Site License Addenda in effect, with the right to enforce all of its rights and remedies, including the right to payment of Rent and other charges as they become due.

28.2.2. **Termination of Agreement.** If Company's default is of such a serious nature that in the City's reasonable judgment the default materially affects the purposes of this Agreement, the City may terminate this Agreement. Termination of this Agreement will affect the termination of all Site License Addenda issued under it automatically and without the need for any further action by the City. The City will provide thirty (30) days written notice of termination and shall specify the reasons for such termination. The City will specify a reasonable amount of time Company will have to remove its Site Equipment from any affected City Poles, which will be at least thirty (30) days after the date of the City's notice. The City will have the right to make any terminated portion of the City Poles available for use to other parties as of the effective date of the termination, even if Company's Site Equipment is still on the City Poles. Upon such termination of this Agreement, Company will remain liable to City for damages in an amount equal to the Rent and other sums that would have been owed by Company under this Agreement for the balance of the Initial Term or Renewal Term (as the case may be). Further, Company will remain liable for Rent as long as the Site Equipment remains on City Poles unless the City has authorized abandonment of such Site Equipment.

28.2.3. **Termination of Site License Addenda.** If an Event of Default specific to one or more Site License Addenda is not cured by Company within the applicable cure period, City may terminate such specific Site License Addendum(s).

28.2.4. **Default Fees.** Without limiting City's rights and remedies under this Agreement, City may require Company to pay the following default fees ("Default Fees") in the amount of \$100 per day, upon Company's failure to cure, pursuant to Section 30, any of the following:

- a. Company constructs or installs any alteration or improvement without City's prior consent.
- b. Company fails to make a repair on a timely basis.
- c. Failure to meet FCC regulations.
- d. Failure to provide reports or notices pursuant to this Agreement.

29. Termination.

29.1. City's Termination Rights

29.1.1. Subject to the cure provision of Section 30, the City has the right to terminate this Agreement or any Site License Addendum if the City determines that Company's exercise of its rights under this Agreement:

- a. Interferes with the City's use of the City Poles and/or the structures on the City Poles for the municipal purposes for which the City owns and administers such structures/site, which may include, without limitation, the necessity to widen a

street or for other municipal projects that result in removing the City Pole, and the Site Equipment is not otherwise relocated pursuant to Section 29.1.4;

- b. Poses a threat to public health or safety or constitutes a public nuisance.
- c. The City determines that the Company's exercise of its rights under this Agreement interferes with the use of the City Poles or structures thereon by a governmental agency with which the City has an agreement to provide services to the City, e.g. the emergency network, and the Site Equipment is not otherwise relocated pursuant to Section 29.1.4; or
- d. The Company ceases to operate as a provider of telecommunications services under federal law. In such a situation, the City shall have the option, in its sole discretion and upon six (6) months' written notice to Company, to terminate this Agreement and to require removal of the Site Equipment from the City Poles, pursuant to Section 32, including the cost of any site remediation, at no cost to the City.

29.1.2. Immediate Removal. The City may, in its sole discretion, determine that emergency circumstances require immediate removal of Site Equipment from a City Pole. Such emergency circumstances may only include reasons of public health or safety or the need to provide street lighting or electricity. Upon such emergency circumstances, the City shall attempt to contact Company to immediately remove the Site Equipment. If Company cannot remove the Site Equipment in the time period provided by the City necessary to mitigate the emergency circumstances, then the City may remove the Site Equipment. The City may request reimbursement for the mitigation costs if the emergency circumstance is caused by the Site Equipment. The applicable Site License Addendum will terminate upon the removal of the Site Equipment, unless such emergency circumstance is abated that would allow for Company to reinstall the Site Equipment on the City Pole.

29.1.3. Pole Removal. The City has the right to remove any City Pole that it determines, in its sole judgment, is unnecessary for its municipal purposes (for example, street light operations). If the City decides to remove a City Pole, it shall provide the Company with at least ninety (90) days' written notice of the City's intent to remove the City Pole. The applicable Site License Addendum will terminate upon the removal of the Site Equipment.

29.1.4. Pole Replacement. The City has the right to replace any City Poles that it determines, in its sole judgment, is necessary for its municipal operations. At City's option, and upon sixty (60) days written notice, the applicable Site License Addendum will terminate and Company shall remove its Site Equipment from such City Pole, or the City may allow Company, at Company's sole cost and expense to relocate its Site Equipment on the replacement City Pole.

29.1.5. Failure to Remove. If Company shall fail to remove any Site Equipment as requested by the City in accordance with Sections 29.1.3 and 29.1.4, the City, upon thirty (30) days prior written notice to Company, shall be entitled to remove the Site Equipment at Company's sole cost and expense, without further notice to Company. Company shall pay to City actual costs and expenses incurred by the City in performing any removal work and any storage of Company's property after removal within thirty (30) days of the date of a written demand for this payment from the City. City will promptly inform Company of the displacement or removal of any City Pole on which any Site Equipment is located.

29.1.6. **No Further Obligation.** Except those provisions that survive the termination of this Agreement, upon termination under this Section 29.1, neither party will owe any further obligation to the other party, except as otherwise provided in Section 34.15 below, provided that Company is not in arrears in making its Rent or other required payments; provided however that Company shall, at Company's sole cost, remove its Site Equipment and restore the City Pole. To the extent that the City received any pre-paid Rent related to the terminated Site License Addendum, City shall refund such pre-payments to Company. Company acknowledges that the signing of this Agreement does not entitle the Company to assistance under the Uniform Relocation and Real Property Acquisition Policy (Ch. 8.26 RCW).

29.2. **Company's Termination Rights.**

Company may terminate this Agreement or applicable Site License Addenda, as follows:

29.2.1. Upon thirty (30) days' notice at any time Company determines in its sole discretion that it desires to discontinue use of some or all of the City Poles for any reason whatsoever; provided, however, that if Company terminates this Agreement or a Site License Addendum pursuant to this Section 29.2.1, Company shall not be entitled to a refund of any pre-paid Rent and shall pay the City a sum equal to twelve (12) months' Rent for each terminated Site License Addendum; or

29.2.2. The City breaches any material term or provision of this Agreement, subject to the cure period described in Section 30 below.

29.3. **Company's Risk of Loss; Suspension Rights.**

29.3.1. In choosing to locate Site Equipment on City Poles, Company acknowledges and accepts all risks, including, but not limited to:

- a. Acts of God or third parties that may damage Site Equipment (including, but not limited to fires, earthquakes, storms, and car accidents).
- b. Loss of line of sight path, including where caused by City action.
- c. City change in the use of the City Poles.

29.3.2. Company explicitly acknowledges that these risks include bearing all costs associated with such risks, except such costs caused by the sole negligence or willful misconduct of City.

29.3.3. Upon the occurrence of any of the events described in Section 29.3.1, the Company will not be liable for any Rent during the time the Site Equipment is rendered unusable, except when caused by action of the Company or failure of the Company to perform its obligations under this Agreement. The Company at its option may prorate such Rent for the succeeding year to account for such downtime but must detail its proration and associated calculation upon submission of such Rent payments.

30. **Cure.**

Neither party shall be in default under this Agreement until thirty (30) days after receipt of written notice of default from the other; provided, however, where such default cannot reasonably be cured within thirty (30) days, the defaulting party shall not be in default if it commences to cure such default within said thirty (30) day period and diligently pursues cure to completion.

31. **Reserved.**

32. Removal of Site Equipment upon Termination of Agreement.

32.1. Except as otherwise stated in Section 29.1, within one hundred twenty (120) days after the expiration or earlier termination of a Site License Addendum or this Agreement, Company shall promptly, safely and carefully remove the Site Equipment from applicable City Poles and shall restore the City Poles as instructed by the City, reasonable wear and tear and casualty excepted. Upon the 121st day, Rent shall accrue at the Holdover Rate described in Section 6.8. If Company fails to complete this removal work pursuant to this Section 32, then the City, upon written notice to Company, shall have the right at the City's sole election, but not the obligation, to perform this removal work and charge Company for the actual, documented costs and expenses, including, without limitation, reasonable administrative costs. Further, the City may use the performance bond in Section 23 and may require the bonding company to supply contractors to perform such removal, storage and restoration work. Company shall pay to the City actual, documented costs and expenses incurred by the City in performing any removal work and any storage of Company's property after removal within thirty (30) days of the date of a written demand for this payment from the City. After the City receives the reimbursement payment from Company for the removal work performed by the City, the City shall promptly make available to Company the property belonging to Company and removed by the City pursuant to this Section 32 at no liability to the City. If the City does not receive reimbursement payment from Company within such thirty (30) days, or if City does not elect to remove such items at the City's cost after Company's failure to so remove pursuant to this Section, or if Company does not remove Company's property within thirty (30) days of such property having been made available by the City after Company's payment of removal reimbursement as described above, any items of Company's property remaining on or about the rights of way, City Poles, or stored by the City after the City's removal thereof may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner by law. Alternatively, the City may elect to take title to abandoned property, provided that Company shall submit to the City an instrument satisfactory to the City transferring to the City the ownership of such property. Provided, however, that nothing contained within this Section shall prevent the City from compelling Company to remove any such Site Equipment through judicial action when the City has not permitted Company to abandon said Site Equipment in place.

32.2. The Site Equipment, in whole or in part, may not be abandoned by the Company without written approval by the City. Any plan for abandonment or removal of Site Equipment shall be at the sole cost of the Company, must be first approved by the City, and all necessary permits must be obtained prior to such work. Notwithstanding the above, the City may permit Company's Site Equipment to be abandoned and placed in such a manner as the City may prescribe. Upon permanent abandonment, the Company shall execute such necessary documents to transfer title to the City.

32.3. The provisions of this Section 32 shall survive the expiration, revocation, or termination of this Agreement.

33. Records; Audits.

33.1. No more than once during any calendar year, the City may require such information, records, and documents from the Company pertaining to this Agreement from time to time as are appropriate to reasonably monitor compliance with the terms of this Agreement.

33.2. Company shall provide such records within thirty (30) business days of a request by City for production of the same unless additional time is reasonably needed by Company, in which case, Company shall have such reasonable time as needed for the production of the same, but no longer than sixty (60) days. If any person other than Company maintains records on Company's behalf, Company shall be responsible for making such records available to the City.

33.3. Company shall be responsible for clearly and conspicuously identifying any records as confidential or proprietary and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under Chapter 42.56 RCW or similar law for the disclosure of information Company has designated as confidential, trade secret, or proprietary, City will endeavor to provide written notice of such disclosure request so that Company can take appropriate steps to obtain injunctive relief to prevent disclosure of claimed confidential records. Nothing in this Section prohibits City from complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records. City shall not be liable to Company for its good faith acts in determining that release of records, including confidential records, is in compliance with any law or court order requiring the release of public records. City shall comply with any injunction or court order properly obtained by Company and not stayed that prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Company shall reimburse City for any fines or penalties imposed for failure to disclose such records as required hereunder within sixty (60) days of a request from City. In addition to the indemnification obligations pursuant to Section 22, Company shall indemnify and defend City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys' fees and litigation expenses), suits, judgments or damages arising from or relating to any failure of Company to comply with this Section.

34. Miscellaneous.

34.1. Modifications. This instrument contains all the agreements and conditions made between the parties hereto with respect to the subject matter herein and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto. No failure on the part of either party to enforce any covenant or provision herein contained, nor any waiver of any right hereunder, unless in writing signed by the waiving party, shall discharge or invalidate such covenant or provision or affect the right of either party to enforce the same in the event of any subsequent breach or default.

34.2. Force Majeure. Time periods for performance under this Agreement shall be deemed extended day for day for time lost attributable to any delay resulting from any act of God, strike, civil riot, fire, flood, pandemic, material or labor shortage, restriction by governmental authority, and any other cause not within the reasonable control of the Party whose performance is required under the Agreement; provided, however, that Company may not claim force majeure for any payment obligations contained within this Agreement.

34.3. Broker's Fee. If Company is represented by a real estate broker or other agency in this transaction, Company shall be fully responsible for any fee due such broker and shall hold City and its employees and agents harmless from any claims for a commission by such broker or agency.

34.4. Cooperation in Execution of Subsequent Documents. City and Company agree to cooperate in executing any documents necessary to protect the rights of the parties granted by this Agreement.

34.5. Headings. The headings to paragraphs or sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any paragraph hereof.

34.6. Notices. Except as otherwise designated in this Agreement, all notices hereunder must be in writing and shall be deemed valid if sent by certified mail, return receipt requested, or overnight delivery, addressed as follows (or any other addresses as designated by like notice):

If to City: City of Richland
Attn: Public Works Director
625 Swift Blvd.
Richland WA, 99352

If to Company: ExteNet Systems, Inc.
Attn: CFO
3030 Warrenville Road, Suite 340
Lisle, Illinois 60532

With a copy to: With copy to General Counsel & COO at same address
Copy email to NOTICE@extenetsystems.com

34.7. Entire Agreement. This Agreement and any attached exhibits constitute the entire agreement between City and Company with respect to the subject matter herein; no prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding except that any subsequently adopted City policies and procedures for telecommunications/communications lease agreements, license agreements, Site License Addenda and final applicable permits shall be binding on the parties.

34.8. Executed in Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. An electronic signature will be as valid as an original signature for all purposes relevant to this Agreement.

34.9. Governing Law. This Agreement shall be governed by applicable federal and State of Washington laws. Company agrees that the venue of any action or suit concerning this Agreement shall be in Benton County Superior Court or federal district court for the Eastern District of Washington, and all actions or suits thereon shall be brought therein.

34.10. Binding on Successors. This Agreement shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of the parties, subject to the conditions set forth in Sections 16 and 17, herein.

34.11. Failure to Insist upon Strict Performance. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement shall not constitute a waiver thereof.

34.12. Business License. Prior to constructing any Site Equipment or providing services within the City, Company shall obtain a business and/or utility license from the City in accordance with Applicable Law.

34.13. Severability. The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

34.14. No Third-Party Beneficiaries. There are no third party beneficiaries to this Agreement.

34.15. Survival. All of the provisions, conditions and requirements of Sections 6.8, 12, 22, 32, 34.9, and 34.15 survive the expiration or termination of this Agreement, and any renewals or extensions thereof.

34.16. Authority. Each individual executing this Agreement represents and warrants that such individual is duly authorized to execute and delivery this Agreement on behalf of the party it represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates below indicated.

CITY OF RICHLAND

EXTENET SYSTEMS, INC.

Cynthia D. Reents, City Manager

Date: _____

By: _____

Title: _____

Date: _____

Approved as to Form:

Heather Kintzley, City Attorney

Exhibit A – City Poles

Exhibit B – Site Equipment/Approved Designs for City Poles

Exhibit C – Template Site License Addendum

Exhibit D – Leasehold Excise Tax Exemption

Exhibit E – Insurance Requirements

Exhibit F – Performance Bond

Exhibit G – Contact Information

STATE OF WASHINGTON

COUNTY OF BENTON

I certify that I know or have satisfactory evidence that **Cynthia D. Reents** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **City Manager** of the **City of Richland** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20____.

(SEAL)

Notary Public
Residing at _____
My appointment expires _____

STATE OF _____

COUNTY OF _____

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

DATED this _____ day of _____, 20____.

(SEAL)

Notary Public

Residing at _____

My appointment expires _____

Exhibit A

City Poles

The following types of City Poles may be used for installation of Site Equipment pursuant to the terms of this Agreement.

Street Light Standards
Guy Poles
Wooden Utility Poles

DRAFT

Exhibit B
Site Equipment/Approved Designs for City Poles

Determined between the parties prior to (upon) execution.

DRAFT

Exhibit C
Site License Addendum

For Informational Purposes Only – Apply Based on City Requirements

Company shall apply to the City for approval of this Site License Addendum by filling out the below form and submitting the form to the City for approval with the applicable Administrative Fee. For each Small Cell Facility, the Company shall fill out a Site License Addendum.

This Site License Addendum (“Addendum”), made this _____ day of _____, 20____ (the “Site License Addendum Effective Date”) between the City of Richland, hereinafter designated the “City” and _____, d/b/a _____, with its principal offices at _____, hereinafter designated “Company”:

1. Addendum. This is a Site License Addendum as referenced in that certain Master License Agreement between The City and Company dated _____, ____ (“Agreement”). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Addendum, the terms of this Addendum shall govern. Capitalized terms used in this Addendum shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. Project Location. Attachment 1 identifies the physical location of the City Pole on which the Site Equipment shall be attached.
3. Project Description. Attachment 2 identifies the Site Equipment to be installed on the City Poles, and shall include the construction details (e.g. electrical and fiber connections, antennas, radios and accessory components). Company shall provide photo simulations of such Site Equipment attached to the City Poles and a load bearing study. The photo simulations shall include photos indicating the existing City Pole without the Site Equipment and with the proposed Site Equipment attached. If there are any accessory components, for example conduit holding backhaul or electrical, such accessory components shall be depicted in the photo simulations. If City Pole re-enforcement or replacement is necessary, include engineering design and specification drawings demonstrating the proposed alteration to the City Pole. All engineering drawings submitted must be completed and stamped by a professional engineer licensed in Washington State.
4. Interference. Include identification of existing public safety radio systems, traffic signal or street light systems, automatic meter readers, utility communication devices or other communications components that would be effected by the Site Equipment and provide verification that such equipment is not interfered with by the Site Equipment.
5. Emissions Report. Company has commissioned a NIER Report for the City Poles. Such report is attached hereto in Attachment 3.
6. Backhaul. Backhaul services shall be provided to the Site Equipment as follows:
☐ underground fiber ☐ aboveground fiber ☐ microwave ☐ other _____
and from the following entity: _____.

7. Electrical Fee. The estimated flat rate for electrical usage is: _____. To calculate the electrical fee, estimate the power draw for the Site Equipment and multiple by the City's per kilowatt power usage of _____.

8. Usage of City-Owned Conduit. Company requests usage of City's streetlight power conduit.
☐ Yes ☐ No

9. Term. The term of this Addendum shall run concurrently with the Agreement and shall terminate upon the Agreement termination unless earlier terminated by a party consistent with the Agreement.

10. Commencement Date. The Company shall notify the City upon the installation of its Site Equipment on the City Pole.

11. Fees. The Rent and Administrative Fee for the Site Equipment installed pursuant to this Addendum shall be in accordance with Section 6 of the Agreement.

12. Counterparts. This Site License Addendum may be signed in counterparts, each of which shall be deemed an original, but all of which will constitute one and the same document.

13. Authority. Each individual executing this Site License Addendum represents and warrants that such individual is duly authorized to execute and delivery this Site License Addendum on behalf of the party it represents.

14. Carrier. The following third-party wireless carrier's equipment will be located on this City Pole: _____ or ☐ same as Company.

15. Acknowledgment. Company acknowledges that (i) this Site License Addendum is only effective upon the signatures of both parties and (ii) Company shall not have the right to install its Site Equipment on the City Poles until it has received Government Approvals and complied with the requirements (including any insurance or bonding requirements) of such Government Approvals.

EXECUTED to be effective as of the Site License Addendum Effective Date.

CITY OF RICHLAND:

EXTENET SYSTEMS, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibits:

Attachment 1 – Physical Location of City Pole

Attachment 2 – Photo Simulations, Description of Site Equipment and Load Bearing Study

Attachment 3 – NIER Report

Attachment 1 to Site License Addendum
Physical Location of City Poles

DRAFT

Attachment 2 to Site License Addendum
Photo Simulations, Description of Site Equipment & Load Bearing Study

DRAFT

**Attachment 3 to Site License Addendum
NIER Report**

DRAFT

Exhibit D
Leasehold Excise Tax Exemption

If applicable, provided at time of execution.

DRAFT

Exhibit E

Insurance Requirements

A. INSURANCE TERM

The Company shall carry and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Company in connection with this Agreement. Such insurance certificates and endorsements evidencing the insurance required below shall be provided to the City upon execution of this Agreement. The cost of such insurance shall be paid by the Company. Insurance shall meet or exceed the following limits and shall be maintained for the Term and so long as Company has Site Equipment on any City Poles.

B. NO LIMITATION

The Company's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Company to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. MINIMUM SCOPE OF INSURANCE

The Company shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Company's Commercial General Liability insurance policy with respect this Agreement using ISO endorsement CG 20 11, Additional Insured – Managers or Lessors of Premises or CG 20 26 or substitute endorsement providing at least as broad coverage.
2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
3. Pollution Liability insurance shall be in effect throughout the entire Agreement covering losses caused by pollution conditions that arise from the operations of the Company. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.
4. Property insurance shall be written on an all risk basis.
5. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
6. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Company's Commercial General Liability and Automobile Liability insurance. The City

shall be named as an additional insured on the Contractor's Excess or Umbrella Liability insurance policy.

D. MINIMUM AMOUNTS OF INSURANCE

The Company shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.
2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.
3. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.
4. Property insurance shall be written covering the full value of Company's property and improvements with no coinsurance provisions.
5. Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Company's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

E. OTHER INSURANCE PROVISIONS

Company's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Company's insurance and shall not contribute with it.

F. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

G. VERIFICATION OF COVERAGE

The Company shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement. Upon request by the City, the Company shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

H. SUBCONTRACTORS

The Company shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Company-provided insurance as set forth herein, except the Company shall have sole responsibility for determining the limits of coverage required to be obtained

by Subcontractors. The Company shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 2026.

I. NOTICE OF CANCELLATION

Company shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

J. FAILURE TO MAINTAIN INSURANCE

Failure on the part of the Company to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days' notice to the Company to correct the breach, terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

K. CITY FULL AVAILABILITY OF COMPANY LIMITS

If the Company maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Company, irrespective of whether such limits maintained by the Company are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Company.

L. COMPANY – SELF-INSURANCE

If the Company is self-insured or becomes self-insured during the term of the Agreement, Company or its affiliated parent entity shall comply with the following: (i) provide the City, upon request, a copy of Company's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) Company or its parent company is responsible for all payments within the self-insured retention; and (iii) Company assumes all defense and indemnity obligations as outlined in the indemnification section of this Agreement.

Exhibit F
Performance Bond

Provided at time of execution.

DRAFT

Exhibit G
Contact Information

Site Equipment Manager: Network Operations Center 866-892-5327, NOC@extenetsystems.com

Secondary Site Equipment Manager:

City Contact:

DRAFT



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/1/2020

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointments to the Utility Advisory Committee: Charlton Campbell and Larry Felton

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Approve the appointment of Larry Felton to Position No. 1 and Charlton Campbell to Position No. 5 on the Utility Advisory Committee.

Summary:

The Utility Advisory Committee (UAC) positions currently held by Graham Parker (Position No. 1) and David Larkin (Position No. 5) expire September 30, 2020.

UAC Chair Sanders and Staff Liaison Whitney recommend the appointment of Larry Felton to Position No. 1 and Charlton Campbell to Position No. 5.

The terms for Position Nos. 1 and 5 are three (3) years, commencing October 1, 2020 and ending September 30, 2023.

Candidate applications and resumes are on file in the City Clerk's Office.

Fiscal Impact:

None.

Attachments:

I. UAC Vacancy Recommendations



MEMORANDUM

TO: City Council

FROM: Clint Whitney, Energy Services Director
James Sanders, Utility Advisory Committee Chair

THROUGH: Cindy Reents, City Manager

DATE: August 26, 2020

SUBJECT: Utility Advisory Committee Vacant Position Recommendations

The Utility Advisory Committee (UAC) positions currently held by Graham Parker (Position No. 1) and David Larkin (Position No. 5) expire September 30, 2020.

After interviewing multiple applicants, UAC Chair Sanders and Staff Liaison Whitney recommend the appointment of Larry Felton to Position No. 1 and the appointment of Charlton Campbell to Position No. 5.

The terms for Position Nos. 1 and 5 are three (3) years, commencing October 1, 2020 and ending September 30, 2023.

Candidate applications and resumes are on file in the City Clerk's Office.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/1/2020

Agenda Category: Items of Business

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 125-20, Establishing the 2020 Docket of Comprehensive Plan Policies, Maps and Zoning Code Amendments

Department:

Development Services

Ordinance/Resolution Number:

125-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 125-20, establishing the 2020 Docket for the 2020 Comprehensive Plan Policies, Maps, and Zoning Code Amendments process.

Summary:

The City of Richland accepted applications for Comprehensive Plan and Zoning Code amendments between March 2, 2019 and March 1, 2020. Two (2) requests were received for the 2020 Docket and are described in Exhibit A to Resolution No. 125-20.

Pursuant to RMC 19.90.020, yearly amendments to the Comprehensive Plan and associated development regulations are considered Type IV (legislative) actions. As a result, Council has the authority to determine which items should be considered for further review by the Planning Commission. On August 18, 2020, City Council was updated on the proposals. During the update, the merits of each request was presented by staff. Pursuant to RMC 19.90.060, City Council shall initiate consideration of suggested amendments by motion, which includes a request to the Planning Commission to prepare a recommendation.

At this time, should Council determine that one or more of the requested amendments is not in the best interests of the City and should not be reviewed further by the Planning Commission, Council may move to amend proposed Exhibit A to Resolution No. 125-20 before calling for a vote on the resolution, thereby removing said item(s) from the docket to be established.

Once approved, the items on the 2020 Comprehensive Plan Policies, Maps, and Zoning Code Amendments Docket will be forwarded to the Planning Commission for formal public hearing, review, and recommendation prior to final review and consideration by Richland City Council.

Staff recommends adoption of Resolution No. 125-20.

Fiscal Impact:

None.

Attachments:

1. Resolution No. 125-20
2. Vicinity Map - Markel Application
3. Vicinity Map - City of Richland Application

RESOLUTION NO. 125-20

A RESOLUTION of the City of Richland establishing the 2020 Docket of Comprehensive Plan Policies, Maps and Zoning Code Amendments.

WHEREAS, the Growth Management Act (GMA) was passed by the Washington State Legislature in April of 1990 and is codified in Chapter 36.70 RCW; and

WHEREAS, pursuant to RCW 36.70A.470(2), each city and county planning under RCW 36.70A.040 must include in its development regulations a procedure for any interested person, including applicants, citizens, hearing examiners, and staff of other agencies, to suggest plan or development regulation amendments; and

WHEREAS, the suggested amendments shall be docketed and considered on at least an annual basis, consistent with the provisions of RCW 36.70A.130; and

WHEREAS, Chapter 19.90 of the Richland Municipal Code, titled Comprehensive Plan and Development Regulation Amendments, establishes the procedures as required by RCW 36.70.A.470(2); and

WHEREAS, two (2) requests were received for the 2020 Docket; and

WHEREAS, on August 18, 2020, the two (2) proposals were presented to Richland City Council during a regular open public meeting; and

WHEREAS, on September 1, 2020, the Richland City Council deliberated on the 2020 Docket proposals, and offered an opportunity for public comment before deciding on the docketed items selected to move forward for consideration through the Comprehensive Plan update process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2020 Docket of Comprehensive Plan Policies, Maps and Zoning Code Amendments, consisting of the proposals identified on the attached **Exhibit A**, is hereby established.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 1st day of September, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

EXHIBIT A to Resolution No. 125-20

2020 DOCKET

File Number: CPA2020-102 & Z2020-101
Applicant: Greg Markel – Vantage Way Properties

Greg Markel (Vantage Way Properties) is proposing to amend the Land Use Map for approximately 300 acres from Public Facility (zoned Agriculture) to Commercial (C-LB & C-3) and Medium-Density Residential (R-2). (Parcel Numbers 112074000000000, 113071000002000, 107083000000000 & 118081000001002).

File Number: CPA2020-103 & Z2020-102
Applicant: City of Richland – Horn Rapids Industrial Park

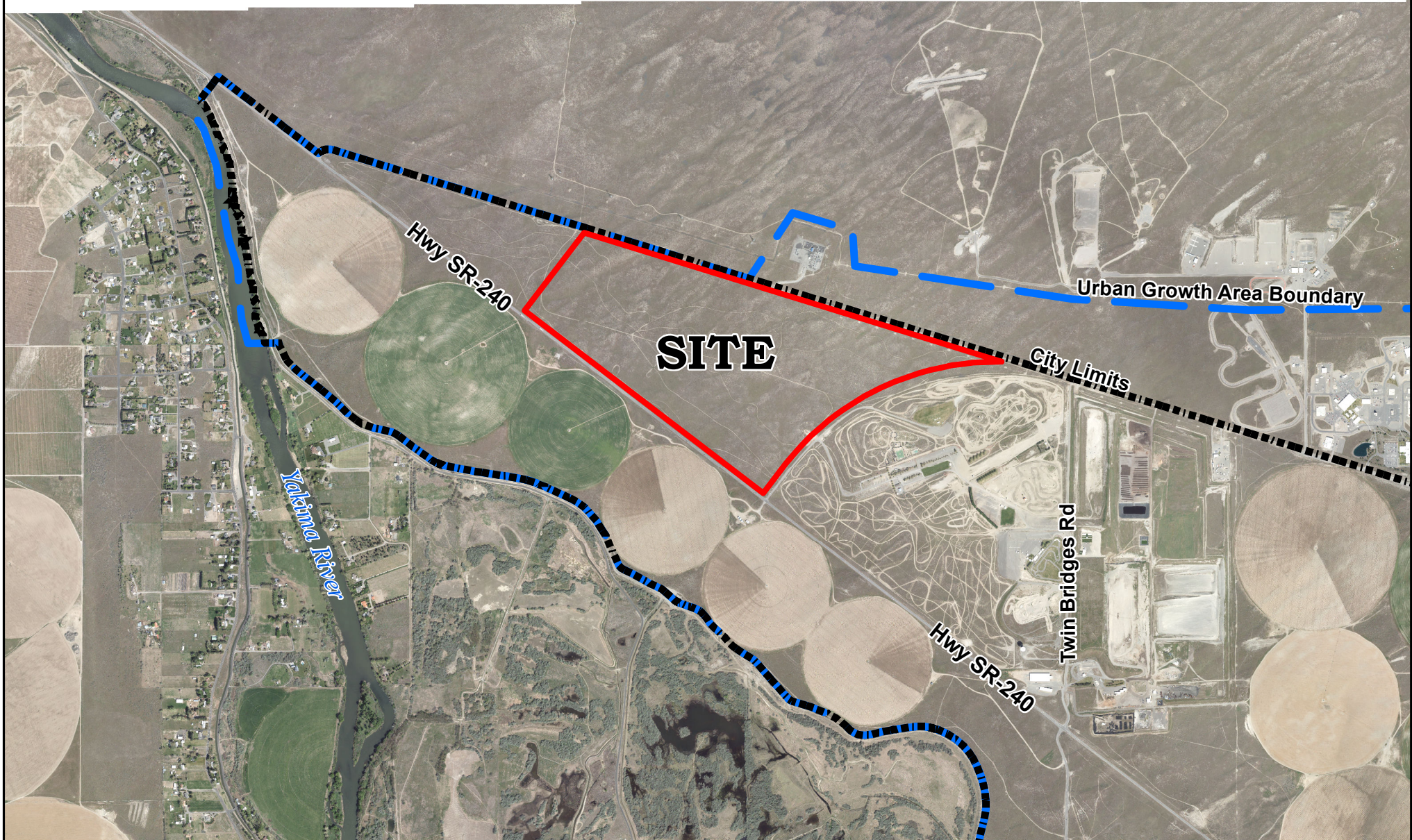
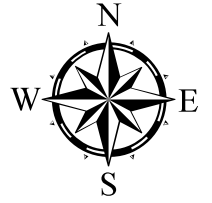
The City of Richland Economic Development Department is proposing to amend the Land Use Map to change the current land use designation for approximately 30 acres of Horn Rapids Industrial Park property from Industrial to Commercial, and the underlying zoning district from Industrial (I-M) to Commercial (C-3). (Portion of Parcel Number 120081000001004).

2020 Docket Schedule (Tentative)

- March 1, 2020 = Application Deadline
- August 18, 2020 = City Council Workshop
- September 1, 2020 = City Council Establishes Docket
- September 4, 2020 = Initiate Public Hearing and Dept. of Commerce 60-Day Review and SEPA Process
- October 14, 2020 = Planning Commission Workshop
- October 28, 2020 = Planning Commission Public Hearing
- November 17, 2020 = City Council Adoption Hearing – First Reading
- December 1, 2020 = City Council Adoption Hearing – Second Reading

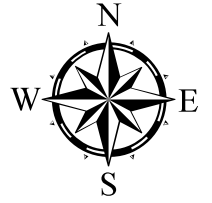
Vicinity Map

Item: Comprehensive Plan Amendment
Applicant: Greg Markel
File #: CPA2020-102



Vicinity Map

Item: Comprehensive Plan Amendment
Applicant: City of Richland
File #: CPA2020-103





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/1/2020

Agenda Category: Items of Business

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Anticipated Motion for Reconsideration: Ordinance No. 07-20, Amending Section 2.04.110 of the Richland Municipal Code related to Term Limits for Boards, Commissions and Committees

Department:
City Attorney

Ordinance/Resolution Number:
07-20

Document Type:
Ordinance

Recommended Motion:

Motion No. 1: Move to reconsider Ordinance No. 07-20.

Motion No. 2: Move to approve Ordinance No. 07-20, amending Section 2.04.110 of the Richland Municipal Code related to Term Limits for Boards, Commissions and Committees.

Summary:

At a City Council workshop in the spring, Council discussed its desire to retain for itself the discretion to extend the membership of volunteers on the City's various boards, commissions and committees beyond the 12-year term limit imposed by the Richland Municipal Code. The decision to waive the term limit for any particular member would occur in an open public meeting based on majority vote of the councilmembers present.

This code amendment will allow the City to retain the institutional knowledge and dedicated service of volunteers whose participation greatly enhances the City of Richland.

At a regular public meeting held on August 18, 2020, four of the now six-member City Council were present to vote on Ordinance No. 07-20. The roll-call vote was 3 in favor and 1 against. Although the general rule of parliamentary procedure provides that an action prevails when it receives a majority vote of the members present, the Richland City Charter requires that a majority of all members of Council vote in favor of an ordinance for it to pass.

Richland City Council's established rules for procedure allow a matter to be reconsidered at the next regular meeting on a motion from a member who voted on the prevailing side of the issue. To effectively reconsider Ordinance No. 07-20 so that the full Council may participate in the vote, a motion to reconsider must first be made, seconded and approved. If the motion to reconsider passes, Ordinance No. 07-20 will again be before Council for consideration. The motion to reconsider and a vote on the underlying item (if the motion to reconsider is successful) must occur at the same meeting.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 07-20

ORDINANCE NO. 07-20

AN ORDINANCE of the City of Richland amending Section 2.04.110 of the Richland Municipal Code related to term limits.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practice, eliminate ambiguity, or reconcile conflict with state and/or federal law; and

WHEREAS, at a recent City Council workshop, Council discussed its desire to eliminate the one-time waiver provision found in RCW 2.04.110.

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

Section 1. Richland Municipal Code Section 2.04.110, entitled Boards, commissions and committees, as first enacted by Ordinance No. 125, and last amended by Ordinance No. 11-19, is hereby modified as follows:

2.04.110 Boards, commissions and committees.

A. Boards, Commissions and Committees Created. There shall be boards, commissions and committees as defined in this title and such other boards, commissions and committees as have been or are hereafter established by ordinance or by general laws. Each board, commission or committee shall be so organized and shall have such powers as are conferred and such duties as are required by general laws, the Charter and ordinances.

B. Applicability. This section shall apply to all boards, commissions and committees except the firemen's pension board and the police relief and pension board.

C. Officers, Liaisons, Staff Assistance.

1. Officers. The board, commission or committee shall elect its own chairperson and vice chairperson and create and fill such other offices as it may determine it requires.

2. Council Liaisons. Except as otherwise provided in this title, all boards, commissions and committees shall have a liaison appointed from the council who shall serve consistent with RMC 2.04.125(A).

3. Staff Liaisons. The administrative officer of the department or offices most closely connected with the activity of a board, commission or committee shall serve as a staff liaison to that board, commission or committee. To the extent such communication is warranted, the staff liaison is responsible for facilitating communication between the assigned board, commission or committee and city employees, consultants, contractors, customers, applicants, city manager, city council, and members of the public.

4. Liaisons shall not be members of the board, commission or committee to which they are appointed and shall fulfill the role of facilitation and transfer of information between the respective board, committee and commission.

D. Membership.

1. Appointment. All board, commission and committee members shall be appointed by the council. The appointment procedure referenced in RMC 2.04.120 shall be used to recruit and evaluate candidates for appointment.

2. Compensation and Political Affiliation. All board, commission and committee members shall serve without compensation and without regard to political affiliation.

3. Membership Limitations. Excepting the personnel committee, a board, commission or committee member is limited to membership on two boards, commissions or committees, including ad hoc or temporary committees in existence for a period exceeding six months. See RMC 2.28.125 for limitations on members of the personnel committee.

E. Residency Qualification. Except as provided herein, all board, commission and committee members shall reside within Richland city limits, both at the time of appointment and for the duration of the member's term. Youth members of the arts commission and the parks and recreation commission must reside within the boundaries of the Richland School District. Members of the lodging tax advisory committee and economic development committee must be corporate citizens of Richland. Three members of the Americans with disabilities citizens review committee may reside outside Richland city limits.

F. Term Limits. Except for the library board and personnel committee, all board, commission and committee members shall serve no more than 12 consecutive years on the same commission or committee. See RCW 27.12.190 for library board terms and RMC 2.28.125 for personnel committee terms. With the exception of the Library Board of Trustees, the council may waive this limitation for any member of any board, commission or committee by majority vote. ~~for one term.~~ All board, commission and committee members shall continue to serve until their successors are appointed by the council.

G. Removal.

1. A board, commission or committee may, by majority vote, recommend to the council that an appointed member be removed upon such grounds as may be deemed appropriate by the board, commission or committee. The council shall take action to approve or deny the recommendation.

2. The council may, on its own motion and by majority vote, remove any appointed member of a board, commission or committee upon such grounds as it may deem appropriate and declare the position vacant.

3. A commission or committee member shall be removed upon absences from three consecutive regular meetings or four regular meetings within a 12-month period. For purposes of this subsection, workshops are excluded from the definition of “regular meeting.”

H. Vacancies.

1. Vacancies occurring other than by expiration of a term shall be filled for any unexpired term in the manner used for regular appointments. For purposes of determining the number of terms served by a member, service in excess of one year shall qualify as a full term.

2. If a member’s residence status changes during his or her term such that the member no longer complies with the residency qualification, the member must immediately vacate his or her position on the board, commission or committee.

3. Vacancies shall be filled using the appointment procedure referenced in RMC 2.04.120.

I. Training. Each new board, commission and committee member shall take the state-required open government training within 90 days of appointment. Board, commission and committee members are required to repeat this training every four years. This training shall be coordinated and monitored for compliance by the city clerk’s office.

J. Expenditures. Any approved expenses incurred by a board, commission or committee shall be paid from the affiliated department’s annual budget.

K. Open Meetings – Executive Session. All meetings shall comply with Chapter 42.30 RCW, the Open Public Meetings Act.

L. Parliamentary Procedure. Boards, commissions and committees shall follow Robert’s Rules of Order when conducting meetings and making decisions.

M. Quorum – Voting – Tie.

1. Quorum. Except for the lodging tax advisory committee, a majority of any members of a board, commission or committee present at a meeting shall constitute a quorum allowing for the transaction of business. Quorum for the lodging tax advisory committee shall be as provided in RMC 2.15.030(B).

2. In the event of a vacancy or vacancies, the majority of any of the remaining members shall constitute a quorum for the transaction of business; provided, however, that at least three members must be present to constitute a quorum of the planning commission, library board and the Americans with disabilities citizens review committee.

3. A majority vote of the quorum shall be sufficient to accomplish an action; provided, however, that board of adjustment, library board and code enforcement board action requires at least three affirmative votes of those present.

4. Members not present for a hearing held by the board, commission or committee shall not participate in the decision unless the member first reads and reviews the full record made at the hearing.

5. All members present participate in a vote, including youth members and the chair, unless a member has recused himself or herself due to a real or apparent conflict of interest or has been disqualified based on an appearance of fairness concern. In the case of a tie vote, the action fails. Members must be physically present at the meeting to participate in a vote.

N. Records. All boards, commissions, committees and ad hoc committees shall prepare, for each meeting, special meeting or workshop, an agenda and agenda packet for publication on the city's website. Meeting minutes shall be prepared for each meeting and, once approved, shall be published on the city's website. All agendas, agenda packets and meeting minutes shall be prepared pursuant to the procedures adopted by the city. Such records shall be maintained according to the state-mandated retention schedule and the city's established retention policies. All records shall be open to public inspection.

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

Section 3. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

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PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 1st day of September, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: September 6, 2020