



Agenda

City Council Regular Meeting

Tuesday, September 7, 2021

[Zoom](#) - Public Telephone Access: (206) 337-9723 or (253) 215-8782

Meeting ID No. 505 625 7380

City of Richland Resolution No. 100-20 temporarily designates virtual locations for all municipal meetings. This meeting will be conducted remotely via Zoom and broadcast live on CityView Channel 192, on the City's website, and on the City's YouTube Channel. If you wish to provide testimony for a Public Hearing item(s) or provide comments for the Public Comments portion of the Council meeting, please register [here](#) by 4:00 p.m. on the day of the meeting. Only those who register by the deadline will be permitted to speak during the meeting.

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

1. Proclamation Recognizing Constitution Week
 - Ryan Lukson, Mayor
2. Proclamation Recognizing the Allied Arts Association's 70th Anniversary of Art in the Park
 - Ryan Lukson, Mayor
3. New Hires & Retirements
 - Lacey Paulsen, Human Resources 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 by 4:00 p.m. the day of the meeting for distribution.

4. Proposed Relinquishment of an Easement within 1311 Winslow Avenue, Resolution No. 106-21
 - Pete Rogalsky, Public Works Director
5. Proposed Amendment to Richland Municipal Code Section 23.54.020 Related to Minimum Parking Standards, Ordinance No. 21-21
 - Kerwin Jensen, Development Services Director

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 by 4:00 p.m. the day of the meeting for distribution.

Consent Calendar: Items on the Consent Calendar have been distributed to City Council in advance for review, and are considered to be routine, and will be approved by a single motion without discussion. Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes:

6. Approval of the August 17, 2021 City Council Regular Meeting Minutes and August 24, 2021 City Council Workshop Meeting Minutes
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

7. Ordinance No. 22-21, Amending the 2021 Budget in the General Fund for the Purchase of Police Camera Systems
 - John Bruce, Chief of Police
8. Ordinance No. 23-21, Amending Richland Municipal Code Section 2.44.010 related to LEOFF I Firefighters' Pension Board Membership
 - Heather Kintzley, City Attorney
9. Ordinance No. 24-21, Amending Richland Municipal Code Section 2.48.010 related to LEOFF I Police Pension Board Membership
 - Heather Kintzley, City Attorney
10. Ordinance No. 25-21, Granting a Solid Waste Collection Transition Franchise to Waste Management of Washington, Inc. related to the Zinsli, Allenwhite and Badger Mountain Winery Annexations
 - Pete Rogalsky, Public Works Director
11. Ordinance No. 26-21, Granting a Solid Waste Collection Transition Franchise to Basin Disposal, Inc. and Ed's Disposal, Inc. related to the Zinsli, Allenwhite and Badger Mountain Winery Annexations
 - Pete Rogalsky, Public Works Director
12. Ordinance No. 27-21, Granting a Solid Waste Collection Transition Franchise to Waste Management of Washington, Inc. related to the Lorayne J Annexation
 - Pete Rogalsky, Public Works Director

Ordinances - Second Reading & Passage: None.

Resolutions - Adoption:

13. Resolution No. 106-21, Authorizing the Relinquishment of an Easement at 1311 Winslow Avenue
 - Pete Rogalsky, Public Works Director
14. Resolution No. 110-21, Approving the Final Plat of Westcliffe Heights – Phase 4
 - Kerwin Jensen, Development Services Director
15. Resolution No. 111-21, Authorizing an Interlocal Agreement with the Cities of Kennewick, Pasco and West Richland for the Quad-City Stormwater Effectiveness Study and Water Quality Stormwater Grant Application
 - Pete Rogalsky, Public Works Director

Items - Approval:

16. Relocation Expenses - Library Manager
 - Jon Amundson, Interim City Manager

Items of Business:

17. Resolution No. 105-21, Opposing Imposition of a Local Income Tax on the Residents and Businesses of the City of Richland
 - Jon Amundson, Interim City Manager
18. Ordinance No. 21-21, Amending Richland Municipal Code Section 23.54.020 Related to Minimum Parking Standards
 - Kerwin Jensen, Development Services Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Executive Session:

19. Executive Session Per RCW 42.30.110(1)(i): Discuss Current or Potential Litigation With Legal Counsel (20 minutes)
 - Heather Kintzley, City Attorney

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: 9/7/2021

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:
Proclamation Recognizing Constitution Week

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Proclamation

Recommended Motion:
None.

Summary:
Mayor Lukson will present a proclamation declaring September 17-23, 2021 as Constitution Week in the City of Richland.

Fiscal Impact: None.

Attachments:
I. Proclamation - Constitution Week



Proclamation

WHEREAS, the Constitution of the United States of America is a testament to the resolve of the American people to maintain their rights, liberties and freedoms; and

WHEREAS, President Dwight D. Eisenhower declared the national observance of Constitution Week in 1956; and

WHEREAS, Constitution Week provides the nation with an opportunity to read and reflect on this important document in America's history; and

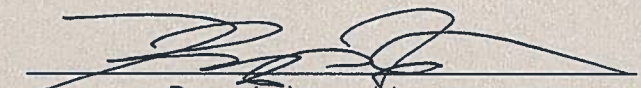
WHEREAS, the daughters of the American Revolution, including the Columbia River Chapter, promote and encourage this weeklong commemoration of the Constitution; and

WHEREAS, September 17, 2021 is celebrated as Constitution Day and marks the 234th anniversary of the drafting of the Constitution of the United States of America.

NOW, THEREFORE, I, Ryan Lukson, by virtue of the authority vested in me as Mayor of the City of Richland, Washington, do hereby proclaim September 17-23, 2021 as "**Constitution Week**" in the City of Richland.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 7th day of September, 2021.




Ryan Lukson, Mayor



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/7/2021

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Proclamation Recognizing the Allied Arts Association's 70th Anniversary of Art in the Park

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Proclamation

Recommended Motion:
None.

Summary:

Mayor Lukson will present a proclamation recognizing the Allied Arts Association's 70th Anniversary of Art in the Park.

Fiscal Impact: None.

Attachments:

- I. Proclamation - Arts in the Park



Proclamation

WHEREAS, the coronavirus pandemic has had a devastating impact on America's arts sector, with 99% of producing and presenting organizations having canceled events; and

WHEREAS, artists are among the most severely affected segments of the nation's workforce; and

WHEREAS, the arts and humanities enhance and enrich the lives of every American by lifting spirits, unifying communities, and jump-starting the economy; and

WHEREAS, the Richland Allied Arts Association hosted its first "Art in the Park" event in 1950, and continued to serve our community by holding the event annually; and

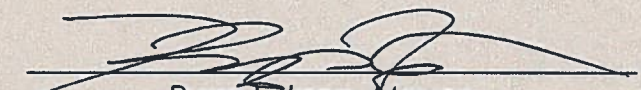
WHEREAS, the "Art in the Park" event has always been a free community event with local entertainment and concessions run by local non-profit organizations; and

WHEREAS, in July of 2021, the Allied Arts Association celebrated its 70th annual "Art in the Park" event, which successfully showcased 201 artists and five concession stands provided by non-profit organizations.

NOW, THEREFORE, I, Ryan Lukson, by virtue of the authority vested in me as Mayor of the City of Richland, do hereby express publicly and formally to the Allied Arts Association the City's appreciation for its annual "Art in the Park" event, and the positivity it brings to the Richland community and the greater Tri-Cities area.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 7th day of September, 2021.




Ryan Lukson, Mayor



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/7/2021

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

New Hires & Retirements

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

None.

Summary:

Newly hired employees and those retiring are invited to be present at the first meeting each month to be introduced to the Council.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/7/2021

Agenda Category: Public Hearing

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Proposed Relinquishment of an Easement within 1311 Winslow Avenue, Resolution No. 106-21

Department:
Public Works

Ordinance/Resolution Number:

Document Type:
Public Hearing Item

Recommended Motion:
None.

Summary:

State law requires that a public hearing be held before property initially acquired for utility purposes is dispositioned through sale or conveyance.

Resolution No. 106-21 concerns the proposed relinquishment of certain portions of an easement located at 1311 Winslow Avenue that is no longer needed for municipal purposes. This public hearing will satisfy the City's obligations under state law.

For more information, please see the staff report accompanying Resolution No. 106-21.

Fiscal Impact: None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/7/2021

Agenda Category: Public Hearing

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Proposed Amendment to Richland Municipal Code Section 23.54.020 Related to Minimum Parking Standards, Ordinance No. 21-21

Department:
Development Services

Ordinance/Resolution Number:

Document Type:
Public Hearing Item

Recommended Motion:

None.

Summary:

The Richland Municipal Code requires Richland City Council to hold a public hearing before rendering a final decision on Type IV permit applications such as zoning code text amendments. This hearing will satisfy the public hearing requirement provided in RMC 19.20.030.

For more information, please see the staff report accompanying Ordinance No. 21-21 on tonight's agenda.

Fiscal Impact: None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/7/2021

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the August 17, 2021 City Council Regular Meeting Minutes and August 24, 2021 City Council Workshop Meeting Minutes

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the meeting minutes from Council meetings held on August 17, 2021 and August 24, 2021.

Summary:

Draft minutes from the August 17, 2021 City Council Regular Meeting and the August 24, 2021 City Council Workshop Meeting are presented for Council's consideration and approval.

Fiscal Impact: None.

Attachments:

1. Draft August 17, 2021 City Council Regular Meeting Minutes
2. Draft August 24, 2021 City Council Regular Workshop Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, August 17, 2021

Richland City Hall ~ 625 Swift Boulevard

Zoom - Public Telephone Access: (206) 337-9723 or (253) 215-8782

Meeting ID No. 505 625 7380

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

Mayor Lukson called the Council meeting to order at 6:00 p.m. The meeting was a hybrid of in-person at Richland City Hall Council Chambers and online attendance via Zoom.

Welcome and Roll Call

Mayor Lukson welcomed those in the audience and those attending remotely.

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

In-Person Attendance: Interim City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Fire Chief Huntington, Transportation & Development Manager D'Alessandro and City Clerk Rogers.

Also remotely present: Public Works Director Rogalsky, Development Services Director Jensen, Energy Services Director Whitney, Parks & Public Facilities Director Schiessl and Finance Director Allen.

Pledge of Allegiance

Councilmember Boring led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

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

Presentations

1. Update on 2021 Law Enforcement Legislative Changes

Chief Bruce provided a high-level overview of the 2021 legislative changes affecting law enforcement along with their possible impacts on policing in the City of Richland. More details are available in Chief Bruce's PowerPoint presentation.

Council requested bi-weekly Police and Fire reports providing comparative data on criminal-related response calls and outcomes. Council also requested feedback reflecting the community and RPD employee response to the new legislative changes.

Chief Bruce engaged in a question and answer session with Council regarding the projected impacts the legislative changes will have on RPD and the community.

2 COVID-19 Update

Interim City Manager Amundson provided an update on the COVID-19 pandemic. Information included the rising number of COVID-19 cases, hospitalizations, and events impacted by the pandemic.

To assist in mitigating the spread of the Delta variant, face coverings are once again mandated for all city staff. The Benton-Franklin Health District (BFHD) held a press event in which notice of potential cancellations for certain large community events was given.

Mayor Lukson added that the Chief Executive Officer (CEO) of Kadlec requested the City's assistance in implementing methods to mitigate the increasing number of COVID-19 positive cases.

Parks & Public Facilities Director Schiessl recited a number of private and city events scheduled over the next several months. Each event should be considered independently with organizers cancelling the event at their discretion. Dr. Amy Person with the BFHD requested the City voluntarily reduce activity capacities.

Council provided comments regarding the COVID-19 pandemic. Mayor Lukson stated that hospitals are over-extended, and patients who require care for disease or illness other than COVID-19 are being diverted to other health care facilities for treatment.

Mayor Lukson introduced the possibility of offering vaccination incentives to city employees and sought feedback from Council. Council discussed the proposal at length and provided perspectives regarding the value and benefit of providing incentives for vaccination. With the majority of councilmembers in support of proposing vaccination incentives for city employees, Mayor Lukson directed Interim City Manager Amundson to explore potential incentives for presentation at a future meeting for Council review.

Mayor Pro Tem Kent expressed an interest in receiving comparative health and wellness program information from neighboring jurisdictions.

Mayor Lukson asked staff to collaborate with Dr. Person to obtain additional information and guidance to assist with mitigating the rising number of positive COVID-19 cases.

Public Hearing

City Clerk Rogers read the public hearing and public comment procedures.

3. Proposed Amendment to the 2022-2027 Transportation Improvement Program, Resolution No.102-21.

Transportation & Development Manager D'Alessandro provided an overview of the

proposed amendment to the 2022-2027 Transportation Improvement Program (TIP) as detailed in Resolution No. 102-21.

Mayor Lukson opened and closed the public hearing at 7:13 p.m. No public testimony was offered.

Public Comments

The following individuals provided in-person comments during the meeting:

- Ronald Omberg - 2321 Davison, Richland, WA: Mr. Omberg stated his support for the IBEW line crews and encouraged City Council to show line crew employees courtesy and consideration during labor negotiations.
- Pauline Santos - 1488 Oxford Avenue, Richland, WA: Ms. Santos voiced her support for the IBEW line crews who she believes are understaffed, over-worked and underpaid. She encouraged City Council to provide a comparable wage and benefits during labor negotiations. Ms. Santos spoke against hiring contractors which could potentially lead to higher utility rates.
- Aoife Santos - 1488 Oxford Avenue, Richland, WA: Ms. Santos stated her support for the IBEW line crews and encouraged City Council to provide a comparable wage during labor negotiations. Ms. Santos spoke against hiring contractors which could potentially lead to higher utility rates.
- Darrell Fisher - 229 Saint Street, Richland, WA: Mr. Fisher stated his support for the IBEW line crews and encouraged City Council to provide a comparable wage during labor negotiations.
- Shelby Covert - 195 Bitterroot Drive, Richland, WA: Ms. Covert expressed gratitude to the Richland line crew for working overtime while understaffed. She then expressed disappointment with Council for attending the meeting remotely while members of the public attended in-person. Ms. Covert thanked Council for discussing the importance of mitigating the rising number of COVID-19 positive cases.
- Dwayne Anderson - 200 Barth Avenue, Richland, WA: Mr. Anderson expressed disappointment with Council for not communicating their decision to meet remotely to the public.
- Maureen Anderson - 202 Barth Avenue, Richland, WA: Ms. Anderson stated her support for the IBEW line crews and encouraged City Council to provide a comparable wage during labor negotiations.
- Colleen Somes - 562 Sedgwick Place, Richland, WA: Ms. Somes stated her support for the IBEW line crews and encouraged City Council to provide a comparable wage during labor negotiations.

- David Johnson - 1207 Stevens Drive, Richland, WA: Mr. Johnson stated his support for the Richland line crews and encouraged City Council to provide a comparable wage during labor negotiations.
- Tiffany Johnson - 1207 Stevens Drive, Richland, WA: Ms. Johnson stated her support for the IBEW line crews and encouraged City Council to provide a comparable wage during labor negotiations.
- Mitchell Malloy - 703 Catskill Street, Richland, WA: Mr. Malloy stated his support for the IBEW line crews and encouraged City Council to provide a comparable wage during labor negotiations.
- Scott Howland - 575 Columbia Point Drive Avenue, Richland, WA: Mr. Howland stated his support for the IBEW line crews and encouraged City Council to provide a comparable wage during labor negotiations.
- Corey G. Miller - 1208 Benham Street, Richland, WA: Mr. Miller stated his support for the IBEW line crews and encouraged City Council to provide a comparable wage during labor negotiations.
- Heidi Pace - 2601 Jason Loop, Richland, WA: Ms. Pace stated her support for the IBEW line crews and encouraged City Council to provide a comparable wage during labor negotiations.
- Steven Maiuri - 1076 Tomich Avenue, Richland, WA: Mr. Maiuri stated his support for the IBEW line crews and encouraged City Council to provide a comparable wage during labor negotiations.
- Ginger Wireman - 2435 Michael Avenue, Richland, WA: Ms. Wireman provided comments on the Paradise fire, the sale of city property on Jadwin Avenue, and the proposed vacation of a portion of Davenport Street. Lastly, Ms. Wireman responded to comments made by Councilmember Thompson regarding COVID-19 hospitalization rates.
- Rob Marlow - 3802 Emerald Street, Richland, WA: Mr. Marlow expressed disappointment over comments made by Councilmember Thompson regarding demographics most affected by the pandemic and the absence of opposition from fellow Councilmembers for his comments.

There were no telephonic comments for this meeting.

Councilmember Alvarez provided clarification concerning his inquiries during a previous City Council meeting. Councilmember Alvarez explained that he did not hear Mayor Lukson's statements.

Councilmember Thompson supported the comments he made during the COVID-19

update, citing a publication in the New York Times as his source of information.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

COUNCILMEMBER LEMLEY MOVED AND COUNCILMEMBER BORING SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THOSE IN FAVOR: MAYOR LUKSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN AND LEMLEY. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

Minutes

4. Approval of the August 2, 2021 Richland City Council Special Meeting Minutes and the August 9, 2021 Richland City Council Special Meeting Minutes

Ordinances - First Reading

None.

Ordinances - Second Reading & Passage

5. Ordinance No. 19-21, Amending Richland Municipal Code Title 3: Finance to add a new Chapter 3.09 entitled Donations and Acceptance of Interests in Real Property
6. Ordinance No. 20-21, Amending the 2021 Budget in the General Fund, Equipment Replacement Fund, Community Development Block Grant Fund, Solid Waste Fund, Streets Capital Fund and Capital Improvements Fund

Resolutions – Adoption

7. Resolution No. 99-21, Authorizing a Purchase and Sale Agreement with Brad Tapani for 8.09 Acres located at 2401 Logan Street
8. Resolution No. 100-21, Setting a Public Hearing Date for the Proposed Vacation of a Portion of Davenport Street
9. Resolution No. 101-21, Establishing Pricing for City-Owned Properties in the Horn Rapids Business Center, Horn Rapids Commercial Plaza and Horn Rapids Industrial Park
10. Resolution No. 102-21, Amending the 2022-2027 Transportation Improvement Program to reflect new grant funding
11. Resolution No. 103-21, Approving the Final Plat of West Village – Phase 6

12. Resolution No. 104-21, Authorizing a Fourth Amendment to the Gas Purchase and Site License Agreement for the Horn Rapids Landfill Gas-to-Fuel Project

Items - Approval

13. Appointment to the Tri-City Regional Hotel-Motel Commission: Wendy Higgins

Expenditures - Approval

Expenditures from July 1, 2021 to July 30, 2021 for \$24,165,447.82 including Travel Check Nos. 19999-20000, Accounts Payable Check Nos. 291332-292121, Accounts Payable Wire Nos. 8637-8680, Payroll Wires & ACH Nos. 12188-12234, Payroll Direct Deposit & Check Nos. 180938-182100 and Pension Check Nos. 5888-5914.

Items of Business

1. Use of Pre-Meetings (Discussion)

Councilmember Christensen provided reasoning for his interest in resuming pre-council workshop meetings. Council discussed meeting location, public attendance, transparency, time restraints and the overall effectiveness of pre-meeting workshops.

During Council's discussion, City Attorney Kintzley was called upon to provide a synopsis of the events leading to the discontinuance of pre-meeting workshops. City Attorney Kintzley also explained the procedural distinctions between workshops and regular council meetings.

City Attorney Kintzley stated that pre-meeting workshops may be held so long as the requirements of the Open Public Meetings Act (OPMA) are met. Further, while Proclamation 20-28 is in effect, the City must continue to provide a remote meeting option in addition to the in-person component.

COUNCILMEMBER CHRISTENSEN MOVED TO REINSTITUTE PRE-MEETING WORKSHOPS AT A TIME WHEN IN-PERSON MEETINGS RESUME AND A VIRTUAL COMPONENT FOR PUBLIC MEETINGS IS NO LONGER REQUIRED. THE MOTION FAILED FOR LACK OF A SECOND.

Councilmember Christensen stated his intent for having this item on the agenda was to determine if there was sufficient interest from Council entertain the practice of resuming pre-meeting workshops. Council engaged in further discussion on this topic. Mayor Lukson encouraged councilmembers to contact him or Interim City Manager Amundson to propose potential workshop or agenda items.

2. Prohibition of Local Income Tax (Discussion)

Councilmember Christensen provided reasoning for his interest in adopting a resolution prohibiting a local income tax.

At Mayor Lukson's request, City Attorney Kintzley outlined the distinctions between a resolution and an ordinance. Councilmember Christensen listed a number of cities that have amended their charters opposing a local income tax, and expressed an interest in following suit with an amendment to the Richland City Charter reflecting the same.

Council discussed this topic at length while providing supporting or opposing views.

Mayor Lukson inquired about the procedural process for amending the Richland City Charter. City Attorney Kintzley replied that Council will be given information and recommendations for proposed charter amendments to be placed on the November 2022 Election ballot. City Attorney Kintzley further stated that if Council desires to include the prohibition of a local income tax as a charter amendment, it can be facilitated in 2022 along with other proposed charter amendments. Council engaged in additional discussion on the topic.

COUNCILMEMBER THOMPSON MOVED AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION TO ADOPT A RESOLUTION PROHIBITING A LOCAL INCOME TAX IN THE CITY OF RICHLAND. THE MOTION PASSED 6-1. COUNCILMEMBER BORING OPPOSED.

Reports and Comments

City Manager

Interim City Manager Amundson recommended that Council defer holding a closed session on pending labor negotiations until August 24, 2021 after the City Council workshop meeting. Council concurred.

City Council

Councilmember Christensen encouraged everyone to take care of themselves and their families. He then provided comparative observations between the Spanish Flu pandemic and the variant strain that is following the COVID-19 pandemic.

Councilmember Boring thanked Wendy Higgins for her willingness to serve on the Tri-City Regional Hotel-Motel Commission.

Councilmember Thompson responded to public comments regarding the Richland IBEW labor negotiations. Councilmember Thompson also commented on the COVID-19 pandemic, published studies, implications of the imposed mandates, and the treatment of individuals who have elected to not vaccinate.

Councilmember Alvarez thanked Mayor Lukson for allowing him the opportunity to provide statements during the public comment portion of the meeting.

Councilmember Lemley responded to the public comments regarding Council's decision to attend the meeting remotely. Councilmember Lemley provided comments regarding

the Richland IBEW labor negotiations, false accusations, and the labor negotiation process.

Mayor Pro Tem Kent thanked each councilmember for providing diverse opinions during Council discussions. Mayor Pro Tem Kent thanked the public for their comments regarding the IBEW labor negotiations, and reminded them that labor negotiations are handled exclusively by the respective labor negotiators. Lastly, Mayor Pro Tem Kent agreed with Councilmember Lemley's statements regarding Council's decision to attend the meeting remotely.

Mayor

Mayor Lukson spoke in favor of removing the in-person component of the City's public meetings and resuming only virtual meetings until the number of positive cases decline. Mayor Lukson addressed Council's decision to meet remotely, adding that perhaps Council would have decided differently had they been able to anticipate that a large number of in-person attendees would be present.

Mayor Lukson provided comments regarding the IBEW labor negotiations and expressed his disappointment in the inaccurate information circulated. Lastly, Mayor Lukson stated that there is a need for the City to provide accurate information to the public reflecting the City's position on the negotiations.

Adjournment

Mayor Lukson adjourned the meeting at 8:48 p.m.

APPROVED:

ATTEST:

Ryan Lukson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL REGULAR WORKSHOP MEETING

Tuesday, August 24, 2021

Zoom - Public Telephone Access: (206) 337-9723 or (253) 215-8782

Meeting ID No. 505 625 7380

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

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

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

Also attending remotely were Interim City Manager Amundson, Fire Chief Huntington, Energy Services Director Whitney, Public Works Director Rogalsky, Finance Director Allen, Chief of Police Bruce, Recreation Manager Jackson and City Clerk Rogers.

Agenda Items

1. 2021 Mid-Year Financial Report

Using PowerPoint, Finance Director Allen presented on the City's mid-year fiscal health. The information included comparisons of revenue and expenditure figures that were budgeted versus the actual results. Other funding sources were also presented. Council engaged in a question and answer session with Finance Director Allen.

2. American Rescue Plan Act (ARPA) Funding Priorities

Using PowerPoint, Energy Services Director Whitney presented on the City's proposed funding priorities for the \$7.4M American Rescue Plan Act (ARPA) funds received.

Proposed ARPA funding investments include:

- Small Business Assistance - \$250,000
- Broadband Fiber Cable Installation for new and existing conduit systems - \$2.6M
- North Horn Rapids Sewer Extension - \$3M
- Land Transfer Area Sewer Infrastructure - \$800,000 (grant match to be split with the Port of Benton if a \$3.2M Economic Development Administration Grant is awarded)
- Utility Bill Assistance - \$1.5M

Energy Services Director Whitney briefly presented on congressionally directed spending projects. ARPA-funded projects must be allocated by 2024 and expended by 2026.

Council engaged in a lengthy discussion regarding the proposed Utility Bill Assistance and similar funding opportunities provided by Benton County. Council directed staff to postpone the application of ARPA funds for this particular purpose pending receipt of additional information.

Council engaged in a question and answer session with staff regarding the proposed projects, partnership contributions, projected return on investments, ARPA spending stipulations, alternative spending investments, and contract opportunities for local vendors.

Interim City Manager Amundson responded to inquiries regarding funding for Small Business Assistance and infrastructure projects. Projects eligible for ARPA funding are limited to water, sewer and broadband. Public Works Director Rogalsky outlined the qualifications for infrastructure projects financed with ARPA funds.

3. Body Worn Camera Purchase Philosophy

Using PowerPoint, Chief Bruce presented on the recording obligations outlined in HB 1223 adopting the Uniform Electronic Recordation of Custodial Interrogations Act. Chief Bruce and Captain Lee then provided an overview of the proposed purchase, training, implementation, and expenses associated with body worn and interview cameras.

Chief Bruce and Captain Lee engaged in a question and answer session with Council.

Adjournment

Mayor Lukson adjourned the meeting at 7:40 p.m.

APPROVED:

ATTEST:

Ryan Lukson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/7/2021

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 22-21, Amending the 2021 Budget in the General Fund for the Purchase of Police Camera Systems

Department:

Police

Ordinance/Resolution Number:

22-21

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 22-21, amending the 2021 Budget in the General Fund to appropriate grant funds for the purchase of police camera systems.

Summary:

Washington State SB 5092 (2021-2022) provides funds to assist cities with one-time costs associated with law enforcement and criminal justice-related legislation enacted between January 1, 2020 and June 30, 2021. The City of Richland received \$235,259 in city assistance funds for use toward the purchase of body-worn cameras, dashboard cameras, air cards, interview room cameras, and tasers.

No funds were appropriated in the General Fund of the 2021 Budget for the purchase of body-worn cameras or other similar items. Ordinance No. 22-21 authorizes a General Fund budget amendment by appropriating the grant funds received by the State for the purchase of police body-worn cameras, dash cameras, and interview room cameras. Air cards will also be purchased to facilitate file transfer from vehicles to cloud storage. The body-worn cameras are bundled with an upgraded conducted energy weapon, which is a weapon designed to disrupt a subject's central nervous system.

No public hearing is necessary since unappropriated fund balance is not being appropriated through this action.

Staff recommends approval of Ordinance No. 22-21 for first reading, by title only.

Fiscal Impact:

The timeframe for completing installation of the police camera systems is five (5) years. The funds made available by this budget amendment cover the first year of the five-year program.

Attachments:

I. Ordinance No. 22-21

ORDINANCE NO. 22-21

AN ORDINANCE of the City of Richland amending the 2021 Budget to provide for additional appropriations in the City's General Fund.

WHEREAS, on November 17, 2020, the Richland City Council approved Ordinance No. 46-20 approving the 2021 Budget; and

WHEREAS, Washington State SB 5092 (2021-2022) provides funds to assist cities with one-time costs associated with law enforcement and criminal justice-related legislation enacted between January 1, 2020 and June 30, 2021; and

WHEREAS, the City of Richland received \$235,259 in city assistance funds; and

WHEREAS, the Richland Police Department desires to purchase body-worn cameras, dashboard cameras, air cards, interview room cameras, and tasers with these funds; and

WHEREAS, no funds were appropriated in the General Fund for the purchase of body-worn cameras or other items mentioned herein.

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

Section 1. Amendment of the 2021 Budget. The 2021 Budget is hereby amended to provide additional appropriations in the General Fund from the one-time allocation of \$235,259 from Washington State SB 5092 (2021-2022) as follows:

General Fund

Current Appropriation:	\$ 68,177,111
Increase in Appropriation:	\$ <u>235,259</u>
Amended Appropriation:	\$ <u>68,412,370</u>

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

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PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the _____ day of September, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/7/2021

Agenda Category: Ordinances - First Reading

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Ordinance No. 23-21, Amending Richland Municipal Code Section 2.44.010 related to LEOFF I Firefighters' Pension Board Membership

Department:
City Attorney

Ordinance/Resolution Number:
23-21

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 23-21, amending the membership of the LEOFF I Firefighters' Pension Board.

Summary:

The City has need, from time to time, to amend the Richland Municipal Code to eliminate ambiguities or to come into compliance with established practice or policy.

Recent staff changes have created an opportunity to review the composition of the LEOFF I police and fire pension board membership, which is largely determined by state law. The City is required to identify which staff position(s) will serve as Treasurer and/or Comptroller in order to determine who will serve as a voting member on each board.

Previously, the Administrative Services Director was identified as the City's Treasurer for purposes of board membership. The position is currently vacant, which leaves both boards down one voting member. By law, the LEOFF I Fire Pension Board has 5 members, and the LEOFF I Police Pension Board has 7 members. Leaving a seat vacant can result in tie votes that make it difficult to move matters forward.

To ensure continuity and consistency between the City's two LEOFF I pension boards, the City's best interests are served by appointing the same two city staff positions to serve as voting members on each board. Ordinance No. 23-21 will designate the City's Finance Director as the City's Treasurer for purposes of board membership. The City Clerk is also a voting member, *ex officio*.

Staff recommends approval of Ordinance No. 23-21 for first reading, by title only.

Fiscal Impact: None.

Attachments:

- I. Ordinance No. 23-21

ORDINANCE NO. 23-21

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 2.44.010 related to membership on the firefighters' pension board.

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code to eliminate ambiguities or come into compliance with established practice or policy; and

WHEREAS, recent staff changes have created an opportunity to review the composition of the LEOFF I police and fire pension board membership; and

WHEREAS, to ensure continuity and consistency between the City's two LEOFF I pension boards, the City's best interests are served by appointing the same two city staff positions to serve as voting members on each board.

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

Section 1. Richland Municipal Code Section 2.44.010, entitled Firemen's pension board created – Membership, as first enacted by Ordinance No. 30, and last amended by Ordinance No. 38-83, is hereby amended to read as follows:

2.44.010 ~~Firemen's~~ Firefighters' pension board created – Membership.

There is hereby created and established the ~~firemen's~~ firefighters' pension board which shall have and exercise the powers, duties and responsibilities prescribed in Chapter 91 of the Laws of 1947 of the state of Washington, as amended, being Chapter 41.16 RCW; Chapter 382 of the Laws of 1955, as amended, being Chapter 41.18 RCW; and Chapter 255 of the Laws of 1961. For the purposes of membership prescribed in RCW 41.16.020, the finance director shall be deemed to be the city treasurer. ~~The members of the board shall be, ex officio, the mayor or the mayor's designated representative who shall be an elected official, who shall chair the board, the city comptroller or clerk, the support services director, and in addition two regularly employed firemen elected as provided in RCW 41.16.020 and their alternate, selected as provided in this section, who shall serve in the absence of either of the regularly elected firemen members.~~

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 _____, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/7/2021

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 24-21, Amending Richland Municipal Code Section 2.48.010 related to LEOFF I Police Pension Board Membership

Department:
City Attorney

Ordinance/Resolution Number:
24-21

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 24-21, amending Richland Municipal Code Section 2.48.010 related to membership on the City's LEOFF I Police Pension Board.

Summary:

The City has need, from time to time, to amend the Richland Municipal Code to eliminate ambiguities or to come into compliance with established practice or policy.

Recent staff changes have created an opportunity to review the composition of the LEOFF I police and fire pension board membership, which is largely determined by state law. The City is required to identify which staff position(s) will serve as Treasurer and/or Comptroller in order to determine who will serve as a voting member on each board.

Previously, the Administrative Services Director was identified as the City's Treasurer for purposes of board membership. The position is currently vacant, which leaves both boards down one voting member. By law, the LEOFF I Fire Pension Board has 5 members, and the LEOFF I Police Pension Board has 7 members. Leaving a seat vacant can result in tie votes that make it difficult to move matters forward.

To ensure continuity and consistency between the City's two LEOFF I pension boards, the City's best interests are served by appointing the same two city staff positions to serve as voting members on each board. Ordinance No. 23-21 will designate the City's Finance Director as the City's Treasurer for purposes of board membership. The City Clerk is also a voting member, *ex officio*.

Staff recommends approval of Ordinance No. 24-21 for first reading, by title only.

Fiscal Impact: None.

Attachments:

- I. Ordinance No. 24-21

ORDINANCE NO. 24-21

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 2.48.010 related to membership on the police relief and pension fund board of trustees.

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code to eliminate ambiguities or come into compliance with established practice or policy; and

WHEREAS, recent staff changes have created an opportunity to review the composition of the LEOFF I police and fire pension board membership; and

WHEREAS, to ensure continuity and consistency between the City's two LEOFF I pension boards, the City's best interests are served by appointing the same two city staff positions to serve as voting members on each board.

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

Section 1. Richland Municipal Code Section 2.48.010, entitled Board of trustees created, as first enacted by Ordinance No. 31, and last amended by Ordinance No. 38-83, is hereby amended to read as follows:

2.48.010 Board of trustees created.

There is created and established the board of trustees of the police relief and pension fund, which shall have the membership and exercise the powers, duties and responsibilities prescribed in Chapter 41.20 RCW. For the purposes of membership prescribed in RCW 41.20.010(1), the ~~support-services~~ finance director shall be deemed to be the treasurer.

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

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

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

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/7/2021

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 25-21, Granting a Solid Waste Collection Transition Franchise to Waste Management of Washington, Inc. related to the Zinsli, Allenwhite and Badger Mountain Winery Annexations

Department:
Public Works

Ordinance/Resolution Number:
25-21

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 25-21, granting a solid waste collection transition franchise to Waste Management of Washington, Inc. for solid waste collection for the Zinsli, Allenwhite and Badger Mountain Winery annexed properties.

Summary:

In 2021, the City of Richland completed three (3) annexations referred to as the Zinsli, Allenwhite and Badger Mountain Winery Annexations.

Waste Management of Washington, Inc. holds a certificate issued by the Washington State Utilities and Transportation Commission (WUTC) for the collection of solid waste in certain areas, including the annexed properties. RCW 35.13.280 requires the City of Richland to grant a franchise for solid waste collection in the annexed areas to Waste Management of Washington, Inc. for a term of no less than seven (7) years.

The proposed Solid Waste Collection Transition Franchise grants a franchise for a 10-year term to comply with RCW 35.13.280 and to resolve any potential claim for damages. The proposed franchise requires Waste Management of Washington, Inc. to pay municipal utility occupation tax and such other fees as required by the Richland Municipal Code, and also includes a transition planning process that will allow the City to evaluate the best path forward for its residents upon expiration of the franchise.

Per the Richland City Charter, franchises are granted by ordinance and are effective at the expiration of thirty days (30) following first publication.

Staff recommends approval of Ordinance No. 25-21 for first reading, by title only.

Fiscal Impact:

Fiscal impact is minimal. An estimated six (6) established properties will continue to be served by Waste Management. The resulting solid waste services will generate utility tax revenues paid by Waste Management, Inc. into the City's general fund. In addition, the agreement allows the City's Solid Waste utility to collect a surcharge from Waste Management, Inc. customers to support the customer's use of the City's landfill at City resident rates.

Attachments:

- I. Ordinance No. 25-21

ORDINANCE NO. 25-21

AN ORDINANCE of the City of Richland granting a solid waste collection transition franchise to Waste Management of Washington, Inc. for the Zinsli, Allenwhite and Badger Mountain Winery Annexations.

WHEREAS, Richland was incorporated as a city of the first class on December 10, 1958; and

WHEREAS, pursuant to the Richland City Charter, franchises are granted by ordinance; and

WHEREAS, by Ordinance No. 50-20, dated January 5, 2021, the City has annexed certain territory identified in the Ordinance and commonly referred to as the Zinsli Annexation (**Exhibit A**); and

WHEREAS, by Ordinance No. 11-21, dated May 18, 2021, the City has annexed certain territory identified in the Ordinance and commonly referred to as the Allenwhite Annexation (**Exhibit B**); and

WHEREAS, by Ordinance No. 12-21, dated May 18, 2021, the City has annexed certain territory identified in the Ordinance and commonly referred to as the Badger Mountain Winery Annexation (**Exhibit C**); and

WHEREAS, the Zinsli Annexation, Allenwhite Annexation and Badger Mountain Winery Annexation are collectively referred to herein as the “Annexed Territory”; and

WHEREAS, WMW holds Certificate No. G-237 issued by the Washington Utilities and Transportation Commission (the “WUTC”) for the collection of solid waste in certain areas in Washington State, including within Benton County and within the Annexed Territory; and

WHEREAS, Basin Disposal, Inc. (“Basin Disposal”) holds Certificate No. G-118 issued by the WUTC for the collection of solid waste in certain areas of Washington State, including within Benton County and in the Annexed Territory; and

WHEREAS, Ed’s Disposal, Inc. (“Ed’s Disposal”) holds Certificate No. G-110 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory; and

WHEREAS, pursuant to RCW 35.13.280, the WUTC regulates the collection of solid waste within the Annexed Territory until such time as the City notifies the WUTC in writing of its decision to contract for solid waste collection or to provide solid waste collection itself, pursuant to RCW 81.77.020; and

WHEREAS, the City has given notice to the WUTC, pursuant to RCW 35.13.280, of its intent to undertake the collection of municipal solid waste, as defined in WAC 173-350-100, from residents and businesses within the Annexed Territory, and is therefore required by RCW 35.13.280 to grant WMW a franchise for the collection of municipal solid waste in the Annexed Territory for a term of not less than seven (7) years.

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

Section 1. Transition Period. The Parties agree that the transition period shall commence on the Effective Date and shall terminate on December 31, 2031 unless extended by written agreement of the Parties (the "Transition Period"). The Parties agree and acknowledge that the Transition Period is longer than the seven (7)-year franchise period required under RCW 35.13.280 in order to compensate WMW for any and all measurable damages WMW has incurred as a result of the annexation and cancellation of its municipal solid waste collection business within the Annexed Territory.

Section 2. Grant of Exclusive Franchise. Except with respect to Basin Disposal and Ed's Disposal (as discussed in Section 3 below), the City hereby grants to WMW the exclusive right and obligation to collect municipal solid waste from residential and commercial customers within the Annexed Territory during the Transition Period (the "Collection Services"). During the Transition Period, the City agrees that it shall not contract for the Collection Services with a contractor other than WMM, or itself provide the Collection Services.

Section 3. Non-Exclusivity regarding Basin Disposal and Ed's Disposal. Notwithstanding any other provision in this Franchise, the Parties agree that nothing in this Franchise, including the grant of an exclusive franchise for the Annexed Territory, shall interfere with the existing rights of Basin Disposal and/or Ed's Disposal, under RCW 35.13.280, to provide the Collection Services.

Section 4. Rates and Compensation. WMW shall be compensated for its performance of the Collection Services by charging its residential, commercial and industrial customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for WMW's customers located within WMW's G-237 service territory in Benton County (the "WUTC Tariffs"), subject to the following adjustments, which shall be independent of WUTC tariff jurisdiction:

4.1. WMW shall increase the rates and charges to include any taxes, fees, or charges applicable to the Collection Services that are not otherwise included within the WUTC Tariffs; and

4.2. WMW shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariffs, but are not applicable to the Collection Services.

Section 5. Notification of Taxes, Fees, and Other Charges. If, as a result of the City's annexation of the Annexed Territory, the City imposes any taxes, fees, or charges on the Collection Services, the City shall notify WMW of such charges no less than thirty (30) days before such taxes, fees, or other charges become effective.

Section 6. Revisions to WUTC Tariffs. Nothing in this Franchise is intended to restrict or prohibit WMW from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to municipal solid waste collection within its Certificate No. G-237 territory in Benton County. In the event that the WUTC approves revisions to the WUTC Tariffs, WMW shall similarly adjust the rates and charges applicable to the Collection Services.

Section 7. Additional Services. If the City elects to offer additional solid waste collection services to residential and/or commercial customers within the Annexed Territory, the City shall notify WMW in writing of the additional services requested, and WMW shall have the right to provide such additional services during the Transition Period. If WMW elects to provide such additional services, WMW shall notify the City in writing within thirty (30) days of receipt of the City's notice that WMW shall offer such services either:

7.1. at the same rates as the WUTC Tariffs; or

7.2. if WMW does not offer similar services under the WUTC Tariffs, pursuant to a separate written agreement between the Parties.

If WMW either (a) notifies the City in writing of its decision not to provide such additional services, or (b) fails to notify the City of its decision in writing within thirty (30) days of receipt of the City's notice, the City may contract for such additional services or provide such additional services itself within the Annexed Territory.

Section 8. Billing. WMW shall be responsible for billing its residential, commercial, and industrial customers for the Collection Services. WMW shall invoice its customers generally consistent with the WUTC procedures set forth in WAC 480-70-396 through WAC 480-70-416.

Section 9. Delinquent Accounts and Cancellation of Service. WMW shall have and retain all rights authorized by law to collect delinquent accounts (as defined in WAC 480-70-396), including but not limited to, the right to cancel Collection Services for any of the reasons set forth in WAC 480-70-376(1). In addition, WMW shall have and retain all rights authorized by law to refuse or cancel service to a customer, including the right to refuse or cancel service for any reason set forth in WAC 480-70-366(2).

Section 10. Collection Service Requirements. Except as otherwise stated herein or unless inconsistent with any provision contained herein, WMW shall provide the Collection Services consistent with the requirements set forth in WAC 480-70 and the WUTC Tariffs.

Section 11. Transition of WMW's Collection Services to the City. Upon the expiration of the Transition Period:

11.1. the City shall assume full responsibility for municipal solid waste collection within the Annexed Territory, as authorized under RCW 81.77.020, either by contracting for municipal solid waste collection or providing municipal solid waste collection itself;

11.2. unless otherwise agreed to by the Parties in writing, WMW shall have no further obligation or right under this Franchise to perform the Collection Services; and

11.3. WMW acknowledges that by entering into this Franchise, it waives all claims under RCW 35.13.280, including those for measurable damages, which waiver shall be fully effective immediately upon the expiration of the Transition Period.

Upon request of the City, the Parties shall confer, prior to the expiration of the Transition Period to plan for the transition of the Collection Services. WMW shall cooperate with the City by providing all reasonably necessary information required by the City to allow for an orderly transition of the Collection Services from WMW to the City or its contractor. Such information shall include service account addresses, billing addresses, current service levels, frequency and types of services, customer container sizes, and other similar information requested by the City that is reasonably necessary to effectively transition the Collection Services.

Section 12. Required Notices to the WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to contract for solid waste collection or to provide solid waste collection itself within the Annexed Territory, pursuant to RCW 81.77.020. As required by WAC 480-70-141(3), WMW shall be responsible for notifying the WUTC that WMW and the City have entered into this Franchise, including submission of a fully executed copy of this Franchise to the WUTC.

Section 13. Cooperation in Execution of Documents. The Parties agree to cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this Franchise legally and practically effective; provided, however, that this Section shall not require the execution of any document that expands, alters, or in any way changes the terms of this Franchise.

Section 14. Force Majeure. If either Party is prevented from or delayed in performing its duties under this Franchise by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of any such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force

Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Franchise to the contrary, the term “Force Majeure” does not include, and a Party shall not be excused from performance under this Franchise for, events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses related to performance of the Collection Services.

Section 15. Successors and Assigns. Neither Party shall assign this Franchise without the prior written consent of the other Party, except that WMW may assign this Franchise to any subsidiary, parent or affiliated company without the other Party’s consent. If this Franchise is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 16. Notices. All notices required or contemplated by this Franchise shall be in writing and shall be effective upon receipt and delivered by certified US mail, return receipt requested, overnight delivery by a nationally recognized courier/delivery service, or by hand delivery to the Party’s address shown below, as may be amended by the Parties from time to time:

If to WMW:
720 4th Avenue, Suite 400
Kirkland, WA 98033-8136
Attn: Area Director, Public Sector Solutions

If to the City of Richland:
625 Swift Boulevard, MS-26
Richland, WA 99352
Attn: Public Works Director

Section 17. Entire Franchise; Amendment. This Franchise constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements, and understandings among the Parties, whether oral or written. This Franchise may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all Parties.

Section 18. Advice of Counsel. This Franchise was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that no part of this Franchise be construed against either of the Parties because of the identity of the drafter. Moreover, the Parties each acknowledge, represent and agree that they have read this Franchise, that they fully understand the terms thereof, and that they have been fully advised by their independent legal counsel, accountants, and other advisors with respect thereto.

Section 19. No Third-Party Beneficiaries. This Franchise is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Franchise, whether as a third-party beneficiary or otherwise.

Section 20. Alternative Dispute Resolution; Legal Fees. Any dispute, controversy or claim arising out of or relating to this Franchise, including any question regarding breach, termination or invalidity thereof shall be resolved by arbitration (unless both Parties agree

to mediation) in Richland, Washington, in accordance with the American Arbitration Association or Judicial Dispute Resolution rules which are deemed to be incorporated herein by reference. The maximum number of arbitrators shall be one (1) in any claim, suit, action or other proceeding relating in any way to this Franchise or any claims arising out of this Franchise, except as otherwise ordered or agreed to by the Parties. If mediation is agreed to, each Party shall pay its own mediation costs and one-half of the cost of the mediator. In the event any arbitration or legal action is taken by either Party against the other to enforce any of the terms and conditions of this Franchise, it is agreed that the substantially prevailing Party of such action shall be entitled to recover all court costs, reasonable attorneys' fees and expenses from the non-prevailing Party.

Section 21. Governing Law. This Franchise, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

Section 22. Counterparts; Signatures. Execution of this Franchise and any amendment or other document related to this Franchise 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.

Section 23. Authority. The Parties each represent and warrant that they have full power and actual authority to enter into this Franchise and to carry out all actions required of them by this Franchise. All persons executing this Franchise in representative capacities represent and warrant that they have full power and authority to bind their respective corporation.

Section 24. Binding Effect. This Franchise shall bind and inure to the benefit of the Parties hereto and their respective officers, employees and agents, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.

Section 25. Severability. If any provision of this Franchise is found by a court of competent jurisdiction to be invalid or in violation of any statute, rule, regulation or common law, such provision shall be considered null and void, with the remaining provisions remaining viable and in effect. Notwithstanding the foregoing, the Parties acknowledge and agree that this Franchise, and the releases provided for above, are each necessary to this Franchise; without any of these, the Parties would not enter this Franchise.

Section 26. Headings Not Controlling. The paragraph headings included herein are for reference only. The headings shall not control or alter the meaning of this Franchise as set forth in the text.

Section 27. Waiver. Any of the terms or conditions of this Franchise may be waived, but only by a written notice signed by the Party waiving such term(s) or condition(s). A waiver or any breach of, or failure to enforce, any of the terms or conditions of this Franchise shall not in any way affect, limit or waive a Party's right to enforce compliance thereafter with each and every term and condition of this Franchise.

Section 28. Franchise Not Legal Precedent. The Parties acknowledge and agree that this Franchise is not intended to constitute legal precedent in any future dispute or litigation regarding any unrelated matter involving the Parties or any other municipality, government entity or third party related to any damages that may result from the annexation of territories for which a solid waste collection company has previously been granted operating authority by the WUTC.

Section 29. Publication. The City Clerk is authorized and directed to publish this Ordinance in accordance with the Richland City Charter.

Section 30. Effective Date. This Ordinance shall become effective on the thirty-first (31st) day after its first publication as required by law, but if, and only if, Franchisee has endorsed this Ordinance and accepted the terms and conditions thereof.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____

ACCEPTANCE:

Waste Management of Washington, Inc., a Delaware corporation, hereby accepts the above franchise as full and fair compensation for any measurable damages caused by the City of Richland under Washington law with regard to Solid Waste Franchise continuation.

Jason Rose, President

Date

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 50-20

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 8.52 acres of land located at 771 Shockley Road, in Section 27, Township 9 North, Range 28 East, W.M., providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent to annex from Robert Zinsli, owner of real property located at 771 Shockley Road, the value of which constituted 100% of the proposed annexation area and so qualified to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, on January 21, 2020, a meeting was held between the initiating party of this annexation and the Richland City Council, at which time the Council adopted Resolution No. 15-20, accepting the notice of intention to commence annexation proceedings for the real property legally described in **Exhibit A** attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 15-20 further authorized and directed the Richland Planning Commission to develop and forward a recommendation to the Richland City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, the Richland Planning Commission held a public hearing on June 24, 2020 to consider an appropriate zoning designation for the proposed annexation area, and recommended adoption of Single-Family Residential R-1-10 zoning for the property; and

WHEREAS, on July 21, 2020, Richland City Council adopted Resolution No. 105-20, authorizing the circulation of an annexation petition for annexation of the real property legally described in **Exhibit A** attached hereto; and

WHEREAS, a petition was circulated and signed by the sole property owner representing 100% of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, Richland City Council held a public hearing to consider the annexation on December 1, 2020, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the Richland City Council, and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland.

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

Section 1. The real property legally described in **Exhibit A** attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County, Washington (the "Annexed Area").

Section 2. The Richland Comprehensive Plan, adopted October 3, 2017 by passage of Ordinance No. 45-17 and as amended, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the Richland Comprehensive Plan.

Section 3. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

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

Section 5. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R1-10 Single Family Residential, as depicted on **Exhibit B**, attached hereto, when consideration is given to the interest of the general public.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance, and shall attach the amended sectional map, as necessary, and an amended Annexation map, duly certified by the City Clerk as a true copy.

Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City's Solid Waste Management Plan.

Section 8. This Ordinance shall take effect on 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 held on the 5th day of January, 2021.


Ryan Lukson, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to form:


Heather Kintzley, City Attorney

Date Published: January 10, 2021

**EXHIBIT A to Ordinance No. 50-20
Zinsli Annexation Legal Description**

Parcel 2 of Record of Survey 5204

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION WHICH IS SOUTH 89°52'30" EAST 748 FEET FROM THE NORTHWEST CORNER THEREOF, THENCE SOUTH 1'25' WEST PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION 1060.50 FEET. THENCE NORTH 38°25' EAST 276 FEET. THENCE NORTH 57°07' EAST 166.10 FEET. THENCE NORTH 39°02' EAST 293.80 FEET. THENCE NORTH 1°31'25" EAST 524.63 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION. THENCE NORTH 89°52'30" WEST ALONG SAID NORTH LINE 483.75 FEET TO THE POINT OF BEGINNING.

EXCEPT PORTION CONVEYED TO THE CITY OF RICHLAND FOR ROAD PURPOSES UNDER AUDITOR'S FILE NO. 2003-013621.

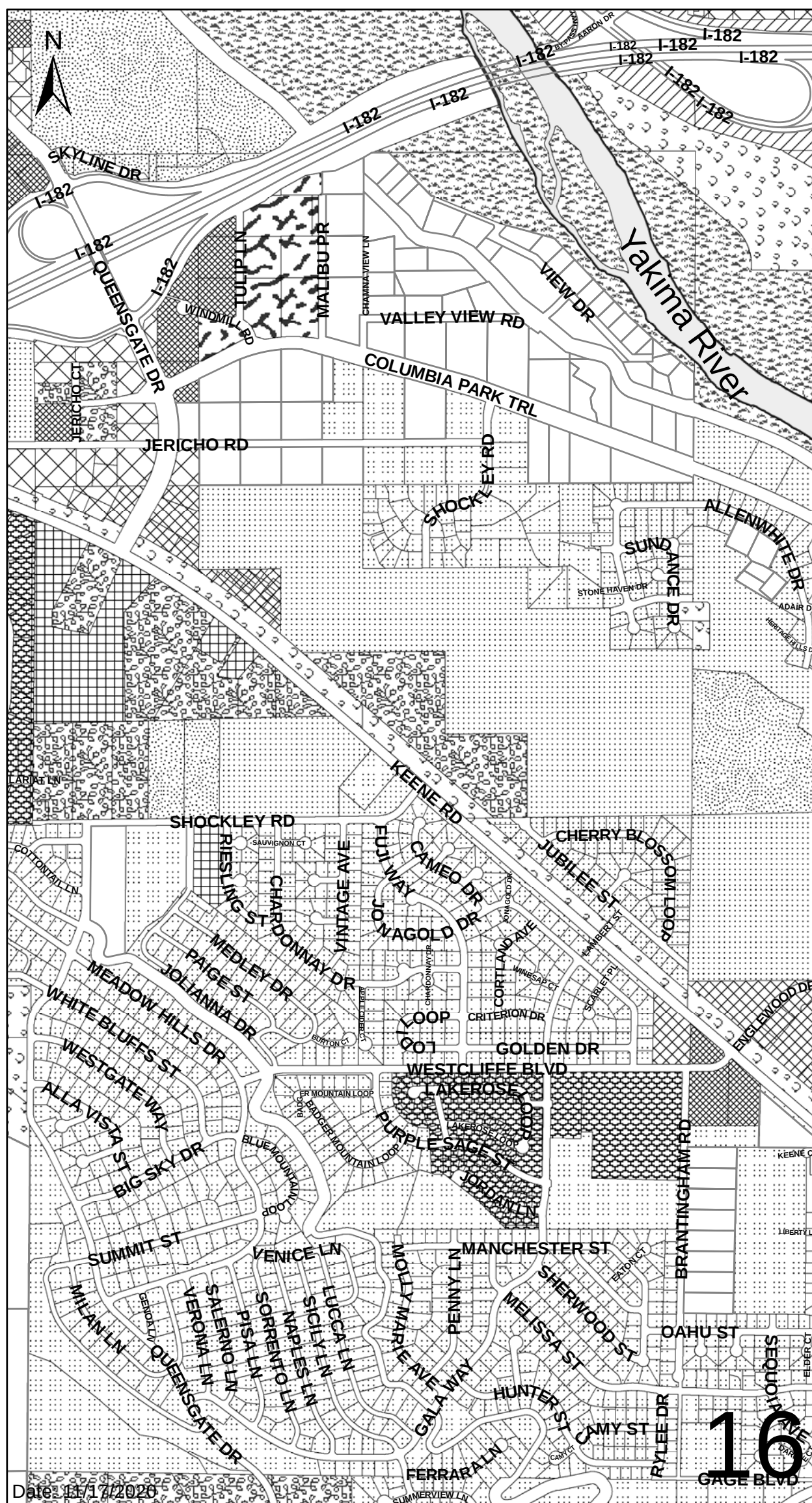
TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 09 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 27 THENCE NORTH 89°14'51" EAST ALONG THE NORTHERLY LINE OF SAID SECTION 748.00 FEET TO THE NORTHWEST CORNER OF THE PARCEL AS DESCRIBED UNDER AUDITORS FILE NUMBER 680225; THENCE SOUTH 00°32'21" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 30.01 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SHOCKLEY ROAD; THENCE NORTH 89°14'51" EAST ALONG SAID LINE 485.43 FEET TO THE EASTERN LINE OF SAID PARCEL; THENCE SOUTH 00°45'09" WEST ALONG SAID LINE 493.62 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 38°09'21" WEST ALONG SAID LINE 66.33 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID LINE SOUTH 38°09'21" WEST 41.00 FEET; THENCE SOUTH 51°50'39" EAST 15.00 FEET; THENCE NORTH 38°09'21" EAST 41.00 FEET; THENCE NORTH 51°50'39" WEST 15.00 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINS 8.52 ACRES.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, OF RECORD AND IN VIEW.



WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 11-21

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 3.63 acres of land located at 1061, 1063, 1065, 1043 and 1049 Allenwhite Drive, in Section 23, Township 9 North, Range 28 East, W.M., providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent to annex from the owners representing 84.54% of valuation for the proposed annexation area and so qualified to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, on August 4, 2020, a meeting was held between the initiating parties of this annexation and the Richland City Council, at which time the Council adopted Resolution No. 110-20, accepting the notice of intention to commence annexation proceedings for the real property legally described in **Exhibit A** attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 110-20 further authorized and directed the Richland Planning Commission to develop and forward a recommendation to the Richland City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, the Richland Planning Commission held a public hearing on October 14, 2020 to consider an appropriate zoning designation for the proposed annexation area, and recommended adoption of Single-Family Residential R-1-12 zoning for the property; and

WHEREAS, on November 17, 2020, Richland City Council adopted Resolution No. 163-20, authorizing the circulation of an annexation petition for annexation of the real property legally described in **Exhibit A** attached hereto; and

WHEREAS, a petition was circulated and signed by property owners representing 84.54% of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, Richland City Council held a public hearing to consider the annexation on May 4, 2021, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the Richland City Council, and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland.

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

Section 1. The real property legally described in **Exhibit A** attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County, Washington (the "Annexed Area").

Section 2. The Richland Comprehensive Plan, adopted October 3, 2017 by passage of Ordinance No. 45-17 and as amended, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the Richland Comprehensive Plan.

Section 3. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 4. Title 23 of the Richland Municipal Code (RMC) and the Official Zoning Map of the City of Richland as adopted by Section 23.08.040 of said title are hereby amended by amending Sectional Map Nos. 15 and 16, which are two of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B** bearing the number 15 and **Exhibit C** bearing the number 16 together with the number and date of

passage of this Ordinance, and by this reference made a part of this Ordinance and of the Official Zoning Map of the City.

Section 5. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R-1-12 Single Family Residential, as depicted on **Exhibit B** and **Exhibit C**, attached hereto, when consideration is given to the interest of the general public.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and shall attach the amended sectional maps, as necessary, and an amended Annexation map, duly certified by the City Clerk as a true copy.

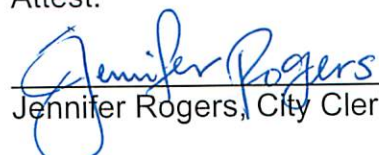
Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City's Solid Waste Management Plan.

Section 8. This Ordinance shall take effect on the day following its publication in the official newspaper of the City of Richland.

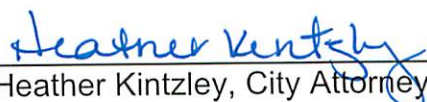
PASSED by the City Council of the City of Richland, Washington, at a regular meeting held on the 18th day of May, 2021.


Ryan Lukson, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to form:


Heather Kintzley, City Attorney

Date Published: May 23, 2021

EXHIBIT A
Allenwhite Annexation Legal Description

SECTION 23 TOWNSHIP 9 RANGE 28 QUARTER SW; SHORT PLAT #3110, LOT 1, RECORDED 5/29/2008, UNDER AUDITOR'S FILE NO. 2008-015499. RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3110, RECORDS OF BENTON COUNTY, WASHINGTON.

SECTION 23 TOWNSHIP 9 RANGE 28 QUARTER SW; SHORT PLAT #3110, LOT 2, RECORDED 5/29/2008, UNDER AUDITOR'S FILE NO. 2008-015499. RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3110, RECORDS OF BENTON COUNTY, WASHINGTON.

PORTION DEFINED AS FOLLOWS: THAT PORTION OF THE WEST HALF OF THE SOUTHWEST DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION, THENCE SOUTH 89° 33' 42" EAST ALONG SOUTH LINE THEREOF A DISTANCE OF 895.03 FEET, THENCE NORTH 01° 14' 30" EAST A DISTANCE OF 1734.09 FEET, THENCE NORTH 49° 9' 30" WEST A DISTANCE OF 185 FEET, THENCE SOUTH 40° 50' 30" WEST 187 FEET TO TRUE POINT OF BEGINNING, THENCE NORTH 40° 50' 30" EAST 187 FEET THENCE NORTH 49° 9' 30" WEST 128 FEET, SOUTH 40° 50' 30" WEST 187 FEET, THENCE SOUTHEASTERLY AT RIGHT ANGLES TO POINT OF BEGINNING. TOGETHER WITH EASEMENTS 11-5-75.

PORTION OF THE WEST HALF OF THE SOUTHWEST DEFINED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION, 500 FEET SOUTH OF THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NUMBER 3, THENCE SOUTH 73° 43' EAST 265.50 FEET, THENCE NORTH 26° 28' EAST 250 FEET, THENCE SOUTH 55° 00' 09" EAST 202.24 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING SOUTH 55° 00' 09" EAST 200 FEET, THENCE SOUTH 26° 28' WEST 208.13 FEET TO A POINT, THENCE NORTH 59° 51' 30" WEST 47.97 FEET TO A POINT THENCE NORTH 68° 03' 30" WEST 100 FEET TO A POINT, THENCE NORTH 38° 11' 18" WEST 55.62 FEET TO A POINT, THENCE NORTH 26° 28' EAST 220 FEET TO THE TRUE POINT OF BEGINNING.

THAT PORTION OF NORTHWEST SOUTHWEST, DEFINED AS FOLLOWS: BEGINNING AT A POINT OF WEST LINE OF SAID SECTION, 500 FEET SOUTH OF SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY #3, THENCE SOUTH 73° 43' EAST 265.5 FEET, THENCE NORTH 26° 28' EAST 250 FEET TO TRUE POINT OF BEGINNING, THENCE SOUTH 26° 28' WEST 250 FEET, THENCE SOUTH 63° 32' EAST 200 FEET, THENCE NORTH 26° 28' EAST 220 FEET, THENCE NORTHWESTERLY IN A STRAIGHT LINE TO TRUE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH EASEMENT FOR INGRESS AND EGRESS OVER EXISTING 15' ROADWAY OVER NORTHWEST SOUTHWEST. SUBJECT TO EASEMENT AND RESTRICTION OF RECORD.

ADDITIONALLY, THE PORTION OF THE PRIVATE ROAD THAT LIES WITHIN THE PROPOSED ANNEXATION AREA AND/OR ADJACENT TO THE PROPOSED ANNEXATION AREA IS INCLUDED IN THIS ANNEXATION INCLUDING: ALLENWHITE DRIVE.

This description includes the following County Parcel Identification Numbers:

123983013110001

123983013110002

123983000006000

123983000004000

123983000003000

Exhibit B

Ordinance No. 11-21 Passed 5/18/2021

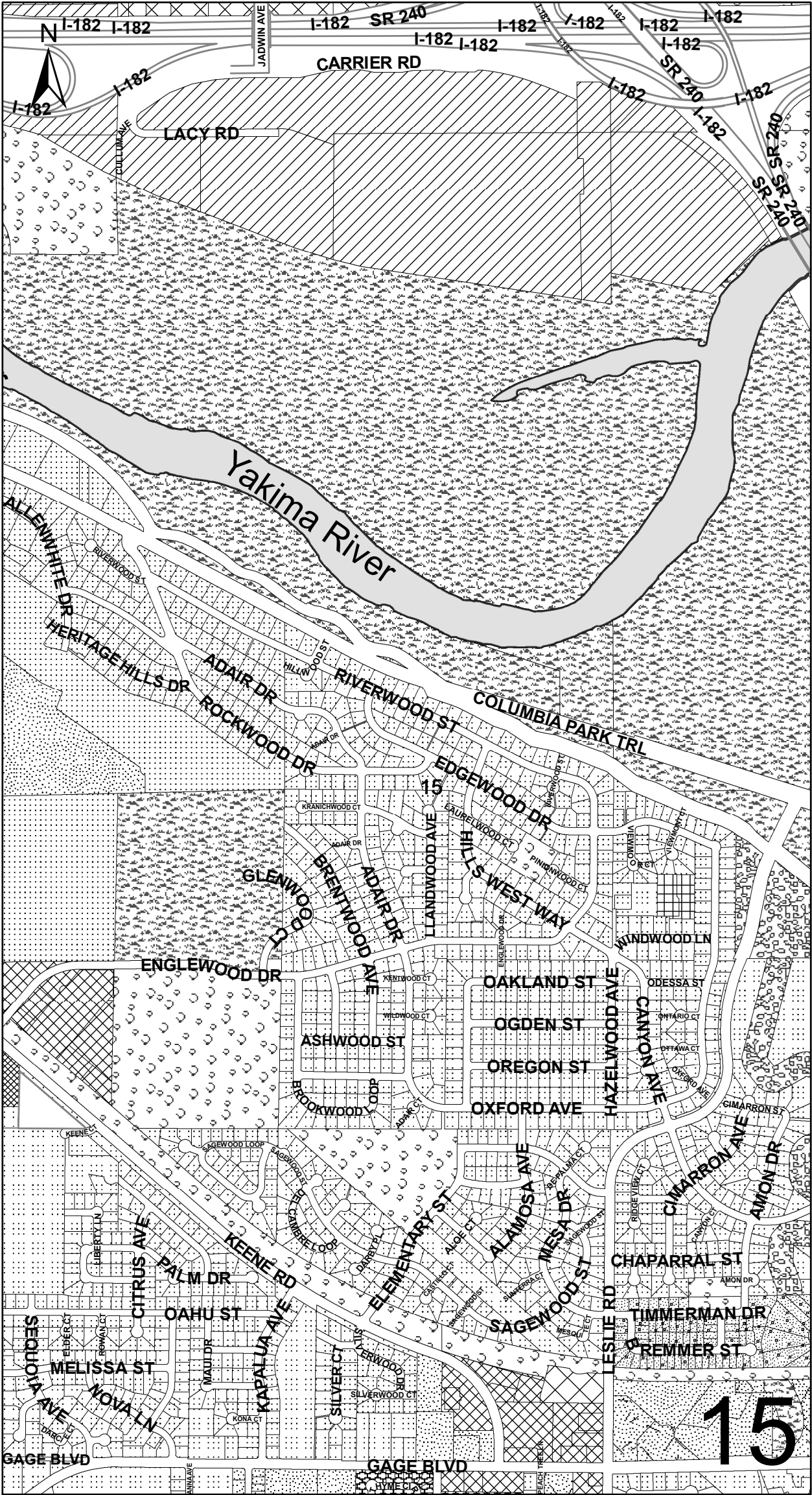
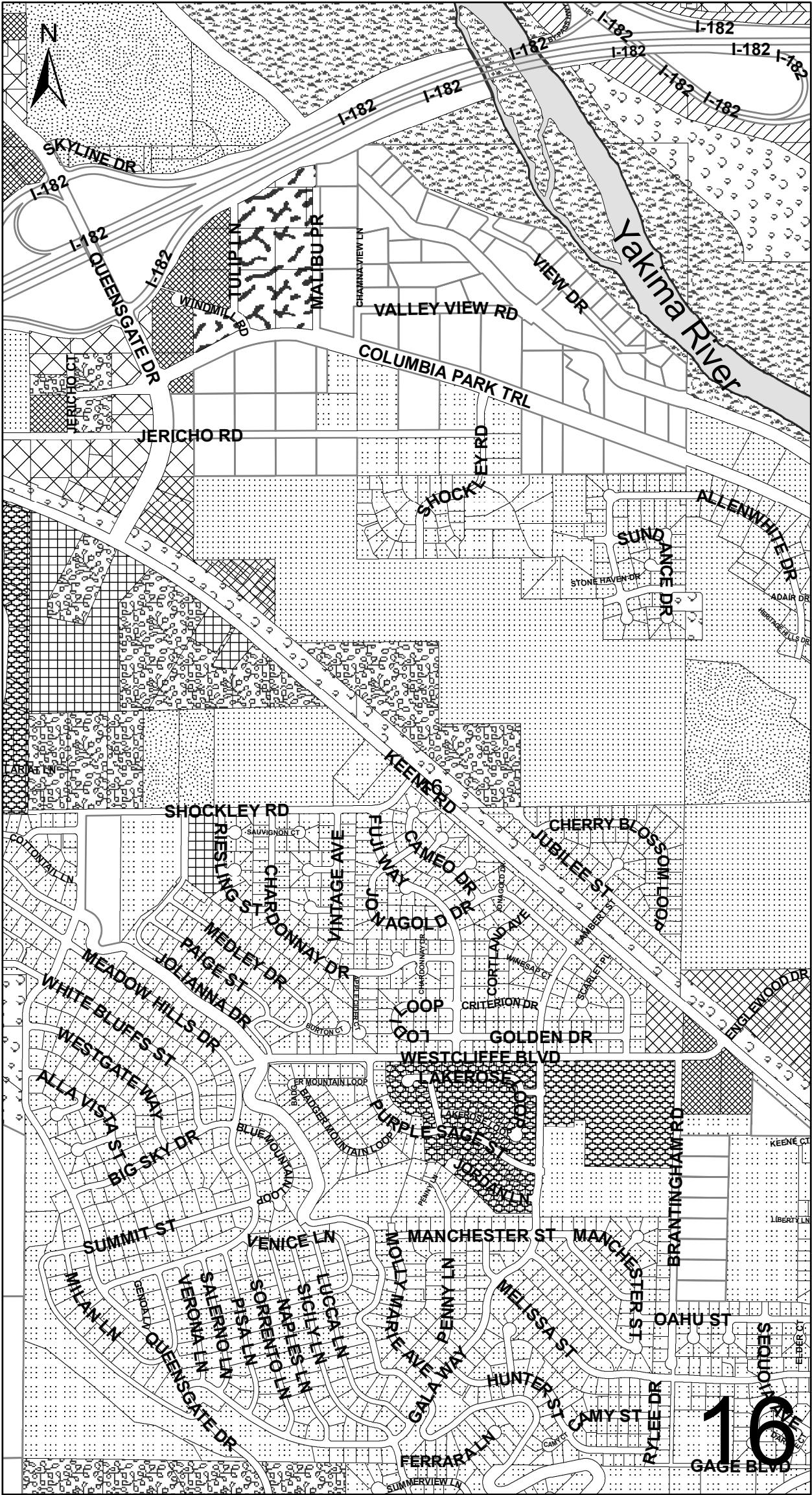


Exhibit C

Ordinance No. 11-21 Passed 5/18/2021



WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 12-21

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 76.54 acres of land located at or near 1106 N. Jurupa Road, in Section 34, Township 9 North, Range 28 East, W.M., providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent to annex from Frank Tiegs and Timothy H. DeCook, owners of real property located at or near 1106 N. Jurupa Road, the value of which constituted 100% of the proposed annexation area and so qualified to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, on August 4, 2020, a meeting was held between the initiating party of this annexation and the Richland City Council, at which time the Council adopted Resolution No. 111-20, accepting the notice of intention to commence annexation proceedings for the real property legally described in **Exhibit A** attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 111-20 further authorized and directed the Richland Planning Commission to develop and forward a recommendation to the Richland City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, the Richland Planning Commission held a public hearing on October 14, 2020 to consider an appropriate zoning designation for the proposed annexation area, and recommended adoption of Single-Family Residential R-1-12 zoning for the property; and

WHEREAS, on November 17, 2020, Richland City Council adopted Resolution No. 156-20, authorizing the circulation of an annexation petition for annexation of the real property legally described in **Exhibit A** attached hereto; and

WHEREAS, a petition was circulated and signed by the property owners representing 100% of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, Richland City Council held a public hearing to consider the annexation on May 4, 2021, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the Richland City Council, and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland.

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

Section 1. The real property legally described in **Exhibit A** attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County, Washington (the "Annexed Area").

Section 2. The Richland Comprehensive Plan, adopted October 3, 2017 by passage of Ordinance No. 45-17 and as amended, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the Richland Comprehensive Plan.

Section 3. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 4. Title 23 of the City of Richland Municipal Code (RMC) and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title are hereby amended by amending Sectional Map No. 22, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B** bearing the number 22 together with the number and date of passage of this Ordinance, and by this reference made a

part of this Ordinance and of the Official Zoning Map of the City.

Section 5. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R-1-12 Single Family Residential, as depicted on **Exhibit B**, attached hereto, when consideration is given to the interest of the general public.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance, and shall attach the amended sectional map, as necessary, and an amended Annexation map, duly certified by the City Clerk as a true copy.

Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City's Solid Waste Management Plan.

Section 8. This Ordinance shall take effect on the day following its publication in the official newspaper of the City of Richland.

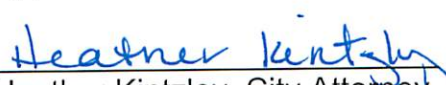
PASSED by the City Council of the City of Richland, Washington, at a regular meeting held on the 18th day of May, 2021.


Ryan Lukson, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to form:


Heather Kintzley, City Attorney

Date Published: May 23, 2021

EXHIBIT A
Badger Mountain Winery Annexation Legal Description

The Badger Mountain Vineyard annexation consists of the following:

SHORT PLAT NO. 1576, LOT 1

SHORT PLAT NO. 2275, LOTS 1 & 2. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SHORT PLAT NO. 1406, LOT 1.

A PORTION OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 34. THENCE NORTH 89° 31' 37" EAST ALONG THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 2453.68 FEET TO THE TRUE POINT OF BEGINNING. THENCE NORTH 61° 58' 01" EAST A DISTANCE OF 646.32 FEET TO A POINT OF CURVE. THENCE NORTH- EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 93° 57' 20", A RADIUS OF 1099.33 FEET, AN ARC DISTANCE OF 1802.73 FEET TO A POINT OF TANGENT. THENCE NORTH 31° 59' 19" WEST A DISTANCE OF 1096.53 FEET. THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 122.50 FEET. THENCE NORTH 53° 33' 55" EAST A DISTANCE OF 90.27 FEET. THENCE SOUTH 79° 34' 06" EAST A DISTANCE OF 131.71 FEET. THENCE NORTH 10° 25' 54" EAST A DISTANCE OF 9.16 FEET. THENCE SOUTH 79° 34' 06" EAST A DISTANCE OF 120.00 FEET. THENCE SOUTH 10° 25' 54" WEST A DISTANCE OF 31.13 FEET. THENCE SOUTH 64° 22' 01" EAST A DISTANCE OF 196.70 FEET TO A POINT ON CURVE. THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 10° 20' 47", A RADIUS OF 280.00 FEET, A CHORD BEARING SOUTH 20° 27' 35" WEST, AN ARC DISTANCE OF 50.56 FEET TO A POINT OF TANGENT. THENCE SOUTH 74° 42' 48" EAST, RADIAL TO SAID CURVE, A DISTANCE OF 120.00 FEET. THENCE SOUTH 02° 03' 01" EAST A DISTANCE OF 91.96 FEET. THENCE SOUTH 39° 48' 15" EAST A DISTANCE OF 237.31 FEET. THENCE SOUTH 34° 25' 29" EAST A DISTANCE OF 897.72 FEET. THENCE SOUTH 68° 51' 04" EAST A DISTANCE OF 907.79 FEET. THENCE SOUTH 65° 59' 57" EAST A DISTANCE OF 265.85 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 34. THENCE SOUTH 00° 33' 17" EAST ALONG SAID EAST LINE A DISTANCE OF 1199.83 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 34. THENCE SOUTH 89° 31' 37" WEST ALONG THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 2864.83 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 85.62 ACRES. SEGREGATED PER REQUEST OF OWNER SURVEY #464-A. TOGETHER WITH PORTION DEFINED AS FOLLOWS: A PARCEL OF LAND SITUATED IN SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, SAID STRIP OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 34: THENCE NORTH 89° 31' 37" EAST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 1717.64 FEET TO THE TRUE POINT OF BEGINNING: THENCE NORTH 73° 58' 01" EAST A DISTANCE OF 424.43 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12° 00' 00", A RADIUS OF 883.50 FEET, AND AN ARC DISTANCE OF 185.03 FEET: THENCE NORTH 61° 58' 01" E A DISTANCE OF 700.00 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 93°

57' 20', A RADIUS OF 866.33 FEET AN ARC DISTANCE OF 1420.65 FEET: THENCE NORTH 31° 59' 19" WEST A DISTANCE OF 1229.03 FEET: THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 156.50 FEET: THENCE SOUTH 31° 59' 19" EAST A DISTANCE 156.50 FT (S/B 132.50 FT ?): THENCE NORTH 58° 00' 41" EAST, A DISTANCE 76.50 FEET: THENCE SOUTH 31° 59' 19" EAST A DISTANCE OF 1096.53 FT TO A PT OF CURVE: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 93° 57' 20" A RADIUS OF 1099.33 FEET, AN ARC DISTANCE OF 1802.73 FEET: THENCE SOUTH 61° 58' 08" WEST A DISTANCE OF 646.32 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION: THENCE SOUTH 89° 31' 37" WEST ALONG SAID SOUTH LINE A DISTANCE OF 736.04 FEET TO THE TRUE POINT OF BEGINNING. LESS ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 34: THENCE NORTH 89° 31' 37" EAST ALONG THE SOUTH LINE THEROF A DISTANCE OF 1717.64 FEET TO THE TRUE POINT OF BEGINNING: THENCE NORTH 73° 58' 01" EAST A DISTANCE OF 424.43 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12° 00' 00" AND A RADIUS OF 883.50 FEET AN ARC DISTANCE OF 185.03 FEET: THENCE NORTH 61° 58' 01" EAST A DISTANCE 700.00 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 93° 57' 20" AND A RADIUS OF 866.33 FEET, AN ARC DISTANCE OF 1420.65 FEET: THENCE NORTH 31° 59' 19" WEST A DISTANCE OF 1229.03 FEET: THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 156.50 FEET: THENCE SOUTH 31° 59' 19" EAST A DISTANCE OF 132.50 FEET: THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 76.50 FEET: THENCE SOUTH 31° 59' 19" EAST A DISTANCE OF 1096.53 FEET TO A POINT OF CURVE: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01° 23' 43" AND A RADIUS OF 1099.33 FEET, AN ARC DISTANCE OF 26.77 FEET: THENCE SOUTH 59° 24' 24" WEST RADIAL TO SAID CURVE A DISTANCE OF 116.50 FEET TO A POINT OF CURVE: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 92° 33' 37" A RADIUS OF 982.83 AND A CHORD BEARING SOUTH 15° 41' 13" WEST, AN ARC DISTANCE OF 1587.75 FEET: THENCE SOUTH 61° 58' 01" WEST A DISTANCE OF 700.00 FEET TO A POINT OF CURVE: THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12° 00' 00", AND A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 209.44 FEET: THENCE SOUTH 73° 58' 01" WEST A DISTANCE OF 6.05 FEET TO THE SOUTH LINE OF SECTION 34: THENCE SOUTH 89° 31' 37" WEST ALONG SAID SOUTH LINE A DISTANCE OF 43.31 FEET TO THE TRUE POINT OF BEGINNING.(DEED DATED 5/14/82) LESS ANY PORTION LYING WITHIN FOLLOWING DESCRIBED PARCEL (ALSO AKA SHORT PLAT #1576) THAT PORTION OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 34: THENCE NORTH 89° 31' 37" EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 2151.94 FEET TO THE TRUE POINT OF BEGINNING: THENCE NORTH 73° 58' 01" EAST A DISTANCE OF 6.05 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12° 00' 00" A RADIUS OF 1000.00 FEET AN ARC DISTANCE OF 209.44 FEET : THENCE NORTH 61° 58' 01" EAST A DISTANCE OF 700.00 FEET TO A POINT OF CURVE: THENCE NORTHEASTLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23° 48' 21" AND A RADIUS OF 982.83 FEET AN ARC DISTANCE OF 408.36 FEET: THENCE NORTH 89° 31' 37" EAST A DISTANCE OF 839.64 FEET: THENCE SOUTH 00° 33' 17" EAST A DISTANCE OF 660.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 34: THENCE SOUTH 89° 31' 37" WEST ALONG SAID SOUTH LINE A DISTANCE OF 1974.41 FEET TO THE TRUE POINT OF BEGINNING. (AKA SHORT PLAT

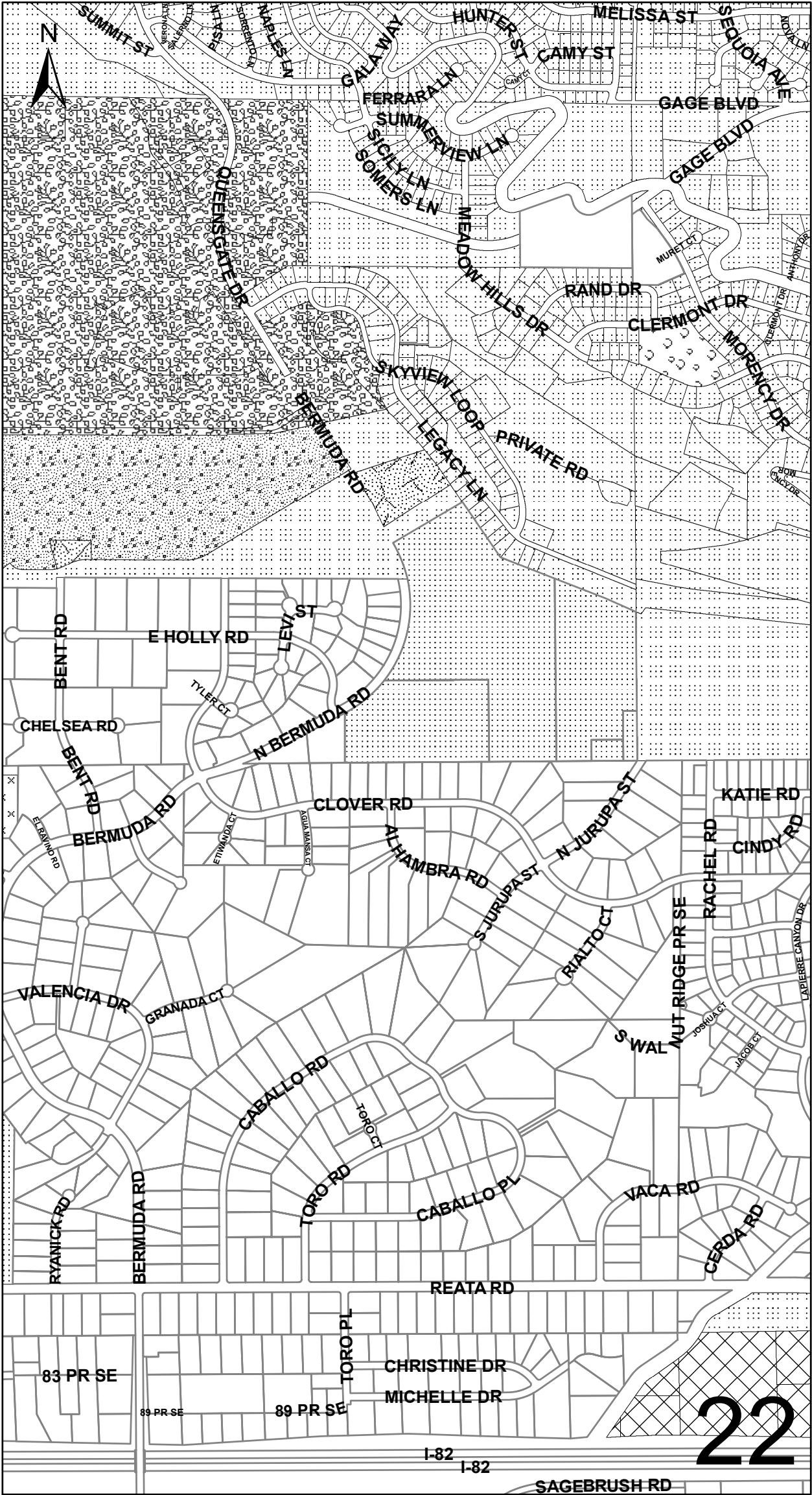
#1576) ALSO LESS ANY PORTION LYING WITHIN FOLLOWING DESCRIBED PARCEL. (AKA SHORT PLAT #1406) THAT PORTION OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: THE TRUE POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF SECTION 34: THENCE SOUTH 89° 31' 37" WEST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 650.00 FEET. THENCE NORTH 00° 33' 17" WEST A DISTANCE OF 1471.85 FEET: THENCE SOUTH 68° 51' 04" EAST A DISTANCE OF 439.33 FEET: THENCE SOUTH 65° 59' 57" EAST A DISTANCE OF 265.85 FEET TO THE EAST LINE OF SECTION 34: THENCE SOUTH 00° 33' 17" EAST ALONG SAID EAST LINE A DISTANCE OF 1199.83 FEET TO THE TRUE POINT OF BEGINNING. (AKA SHORT PLAT #1406) SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. LESS ANY PORTION OF THE FOLLOWING PARCEL #134984000001002. DESCRIBED AS FOLLOWS: THE PORTION OF SECTION 34, TOWNSHIP 9, RANGE 28 EAST, W.M. DEFINED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 34, THENCE SOUTH 00° 45' 08" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 2669.38 FEET, THENCE SOUTH 89° 51' 32" EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION A DISTANCE OF 2160 FEET TO A POINT OF CURVE: THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32° 07' 47" AND A RADIUS OF 570 FEET, AN ARC DISTANCE OF 319.64 FEET: THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 227.40 FEET TO THE TRUE POINT OF BEGINNING: THENCE SOUTH 31° 59' 19" EAST A DISTANCE OF 1289.03 FEET TO A POINT OF CURVE: THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01° 23' 43" AND A RADIUS OF 1022.84 FEET, AN ARC DISTANCE OF 24.91 FEET: THENCE NORTH 59° 24' 24" EAST RADIAL TO SAID CURVE A DISTANCE OF 608.78 FEET: THENCE NORTH 34° 25' 29" WEST A DISTANCE OF 357.72 FEET: THENCE NORTH 39° 48' 15" WEST A DISTANCE OF 237.31 FEET: THENCE NORTH 02° 03' 01" WEST A DISTANCE OF 91.96 FEET: THENCE NORTH 74° 42' 48" WEST A DISTANCE OF 120 FEET TO A POINT ON A CURVE: THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10° 20' 47" A RADIUS OF 280 FEET AND A CHORD BEARING NORTH 20° 27' 35" EAST AN ARC DISTANCE OF 50.56 FEET: THENCE NORTH 64° 22' 01" WEST A DISTANCE OF 196.70 FEET: THENCE NORTH 10° 25' 54" EAST A DISTANCE OF 31.13 FEET: THENCE NORTH 79° 34' 06" WEST A DISTANCE OF 120 FEET: THENCE SOUTH 10° 25' 54" WEST A DISTANCE OF 9.16 FEET: THENCE NORTH 79° 34' 06" WEST A DISTANCE OF 131.71 FEET: THENCE SOUTH 53° 33' 55" WEST A DISTANCE OF 90.27 FEET: THENCE SOUTH 58° 00' 41" WEST A DISTANCE OF 199 FEET TO A LINE EXTENDED SOUTH 31° 59' 19" EAST: THENCE NORTHERLY ALONG SAID LINE TO THE TRUE POINT OF BEGINNING.

This description includes the following County Parcel Identification Numbers:

134984011576001
134984000002002
134984012275002
134984012275001
134984011406001

Exhibit B

Ordinance No. 12-21 Passed 5/18/2021





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/7/2021

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 26-21, Granting a Solid Waste Collection Transition Franchise to Basin Disposal, Inc. and Ed's Disposal, Inc. related to the Zinsli, Allenwhite and Badger Mountain Winery Annexations

Department:
Public Works

Ordinance/Resolution Number:
26-21

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 26-21, granting a solid waste collection transition franchise to Basin Disposal, Inc. and Ed's Disposal, inc. for solid waste collection within the Zinsli, Allenwhite and Badger Mountain Winery annexation areas.

Summary:

In 2021, the City of Richland completed three annexations referred to as the Zinsli, Allenwhite and Badger Mountain Winery Annexations.

Basin Disposal, Inc. (BDI) and Ed's Disposal, Inc. (Ed's) hold a certificate issued by the Washington State Utilities and Transportation Commission (WUTC) for the collection of solid waste in certain areas, including the annexed properties. RCW 35.13.280 requires the City of Richland to grant a franchise for solid waste collection in the annexed areas to BDI and Ed's for a term of no less than seven (7) years.

The proposed Solid Waste Collection Transition Franchise grants a franchise for a 10-year term to comply with RCW 35.13.280 and to resolve any potential claim for damages. The proposed franchise requires BDI and Ed's to pay municipal utility occupation tax and such other fees as required by the Richland Municipal Code, and also includes a transition planning process that will allow the City to evaluate the best path forward for its residents upon expiration of the franchise.

Per the Richland City Charter, franchises are granted by ordinance and are effective at the expiration of thirty days (30) following first publication.

Staff recommends approval of Ordinance No. 26-21 for first reading, by title only.

Fiscal Impact:

Fiscal impact is minimal. An estimated six (6) established properties will continue to be served by Basin Disposal, Inc. or Ed's Disposal, Inc. The resulting solid waste services will generate utility tax revenues paid by Basin Disposal, Inc. or Ed's Disposal, Inc. to the City's general fund. In addition, the franchise allows the City's Solid Waste utility to collect a surcharge from Basin Disposal, Inc. or Ed's Disposal, Inc. customers to support the customers' use of the City's landfill at City resident rates.

Attachments:

- I. Ordinance No. 26-21

ORDINANCE NO. 26-21

AN ORDINANCE of the City of Richland granting a solid waste collection transition franchise agreement to Basin Disposal, Inc. and Ed's Disposal, Inc. for the Zinsli, Allenwhite and Badger Mountain Winery Annexations.

WHEREAS, Richland was incorporated as a city of the first class on December 10, 1958; and

WHEREAS, pursuant to the Richland City Charter, franchises are granted by ordinance; and

WHEREAS, by Ordinance No. 50-20, dated January 2, 2021, the City has annexed certain territory identified in the Ordinance and commonly referred to as the Zinsli Annexation (**Exhibit A**); and

WHEREAS, by Ordinance No. 11-21, dated May 18, 2021, the City has annexed certain territory identified in the Ordinance and commonly referred to as the Allenwhite Annexation (**Exhibit B**); and

WHEREAS, by Ordinance No. 12-21, dated May 18, 2021, the City has annexed certain territory identified in the Ordinance and commonly referred to as the Badger Mountain Winery Annexation (**Exhibit C**); and

WHEREAS, the Zinsli Annexation, Allenwhite Annexation and Badger Mountain Winery Annexation are collectively referred to herein as the "Annexed Territory"; and

WHEREAS, Basin Disposal, Inc. ("BDI") holds Certificate No. G-118 issued by the Washington Utilities and Transportation Commission (WUTC) for the collection of solid waste in certain areas of Washington State, including within Benton County and in the Annexed Territory; and

WHEREAS, Ed's Disposal, Inc. ("Ed's") holds Certificate No. G-110 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory; and

WHEREAS, Waste Management of Washington, Inc. ("WMW") holds Certificate No. G-237 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory; and

WHEREAS, under RCW 35.13.280, the WUTC regulates the collection of solid waste within the Annexed Territory until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020; and

WHEREAS, the City has given notice under RCW 35.13.280 to the WUTC of its intent to undertake the collection of municipal solid waste, as defined in WAC 173-350-100, from residents and businesses within the Annexed Territory; and

WHEREAS, the City is required by RCW 35.13.280 to grant to BDI and Ed's a franchise for the collection of municipal solid waste in the Annexed Territory for a term of not less than seven (7) years.

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

Section 1. Transition Period. The Parties agree that the "Transition Period" shall commence on the Effective Date of this Agreement and shall terminate on December 31, 2031 unless extended by written agreement of the Parties. The Parties agree and acknowledge that the Transition Period is longer than the seven-year franchise period required under RCW 35.13.280 in order to compensate BDI and Ed's for any and all measurable damages BDI and Ed's has incurred as a result of the annexation and cancellation of their municipal solid waste collection business within the Annexed Territory.

Section 2. Grant of Exclusive Franchise. Except with respect to WMW (as discussed in Section 3 below), the City hereby grants to BDI and Ed's the exclusive right and obligation to collect municipal solid waste from residential and commercial customers within the Annexed Territory during the Transition Period (hereinafter the "Collection Services"). During the Transition Period, the City agrees that it shall not contract for Collection Services or itself provide Collection Services within the Annexed Territory.

Section 3. Non-Exclusivity regarding WMW. Notwithstanding any other provision in this Agreement, the Parties agree that nothing in this Agreement, including the grant of an exclusive franchise for the Annexed Territory, shall interfere with the existing rights of WMW, under RCW 35.13.280, to provide Collection Services within the Annexed Territory.

Section 4. Rates and Compensation. BDI and Ed's shall be compensated for the Collection Services hereunder by charging their residential, commercial and industrial customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for BDI and Ed's customers located within Certificate Nos. G-118 and G-110 service territory in Benton County (the "WUTC Tariffs"), subject to the following adjustments, which shall be independent of WUTC tariff jurisdiction:

4.1. BDI and Ed's shall increase the rates and charges to include any taxes, fees, or charges applicable to BDI and/or Ed's Collection Services within the Annexed Territory that are not otherwise included within the WUTC Tariffs; and

4.2. BDI and Ed's shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariffs, but are not applicable to BDI and/or Ed's Collection Services within the Annexed Territory.

Section 5. Notification of Taxes, Fees, and Other Charges. If, as a result of the City's annexation of the Annexed Territory, the City imposes any taxes, fees, or charges on BDI and/or Ed's Collection Services within the Annexed Territory, the City shall notify BDI and/or Ed's of such charges no less than thirty (30) days before such taxes, fees, or other charges take effect.

Section 6. Revisions to WUTC Tariffs. Nothing in this Agreement is intended to restrict or prohibit BDI and/or Ed's from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to municipal solid waste collection within their Certificate Nos. G-118 and G-110 territory in Benton County. In the event that the WUTC approves revisions to BDI and/or Ed's WUTC Tariffs, BDI and/or Ed's shall similarly adjust the rates and charges applicable to the Collection Services within the Annexed Territory.

Section 7. Additional Services. If the City elects to offer additional solid waste collection services to residential and commercial customers within the Annexed Territory, the City shall notify BDI and Ed's in writing of the additional services requested, and BDI and Ed's shall have the right to provide such additional services during the Transition Period. If BDI and/or Ed's elect to provide such additional services, BDI and/or Ed's shall notify the City in writing within thirty (30) days of receipt of the City's notice and shall offer such services either:

7.1. consistent with the rates under its WUTC Tariff; or

7.2. if BDI and/or Ed's do not offer similar services under their WUTC Tariffs, pursuant to written agreement between the Parties.

If BDI and/or Ed's either (a) notify the City in writing of their decision not to provide such additional services, or (b) fails to notify the City in writing within thirty (30) days of receipt of the City's notice, the City may contract for those Additional Services or provide those services itself within the Annexed Territory

Section 8. Billing. BDI and Ed's shall be responsible for billing their residential, commercial and industrial customers within the Annexed Territory for the Collection Services. BDI and Ed's shall invoice their customers generally consistent with WUTC procedures found in WAC 480-70-396 through WAC 480-70-416.

Section 9. Delinquent Accounts and Refusal of Service. BDI and Ed's shall have and retain all rights authorized by law to collect delinquent accounts (as defined WAC 480-70-396), including but not limited to the right to cancel Collection Services for any of the reasons under WAC 480-70-376(1). BDI and Ed's shall have and retain all rights authorized by law to refuse or cancel service to a customer, including the right to refuse or cancel service for any reason under WAC 480-70-366(2).

Section 10. Collection Service Requirements. Except as otherwise stated herein or unless inconsistent with any provision herein, BDI and Ed's shall provide the Collection Services

consistent with the requirements of Chapter 480-70 WAC and BDI and Ed's WUTC Tariffs.

Section 11. Transition of BDI and Ed's Collection Services to City. After the end of the Transition Period:

11.1. the City shall assume full responsibility for municipal solid waste collection within the Annexed Territory as authorized under RCW 81.77.020, either by contracting for municipal solid waste collection or providing municipal solid waste collection itself;

11.2. unless otherwise agreed to in writing by the Parties, BDI and Ed's shall have no further obligation or right under this Agreement to provide the Collection Services within the Annexed Territory;

11.3. BDI and Ed's acknowledge that by entering into this franchise, they waive all claims under RCW 35.13.280, including those for measurable damages, which waiver shall be fully effective immediately after the expiration of the transition period.

Upon request of the City, the Parties shall meet prior to the end of the Transition Period to plan for the transition of Collection Services within the Annexed Territory. BDI and Ed's shall cooperate with the City by providing all reasonably necessary information required by the City to allow for an orderly transition of the Collection Services from BDI and Ed's to the City or its contractor. Such information shall include service account addresses, billing addresses, current service levels, frequency and types of services, customer container sizes, and other similar information requested by the City and reasonably necessary to the transition of service.

Section 12. Required Notices to WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to annex an area and commence services pursuant to RCW 81.77.020. As required by WAC 480-70-141(3), BDI and Ed's shall be responsible for notifying the WUTC that BDI and Ed's and the City have entered into this Agreement, including submission of this executed Agreement to the WUTC.

Section 13. Cooperation in Execution of Documents. The Parties agree to cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this Agreement legally and practically effective; provided, however, that this provision shall not require the execution of any document that expands, alters, or in any way changes the terms of this Agreement.

Section 14. Force Majeure. If any Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial

government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include, and a Party shall not be excused from performance under this Agreement for, events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder.

Section 15. Successors and Assigns. No Party shall assign this Agreement without the prior written consent of all other Parties, except that BDI and/or Ed's may assign this Agreement to any subsidiary, parent, sister or affiliated company without the other Parties' consent. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 16. Notice. Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile or electronic transmission) and sent to the address shown below:

If to BID and Ed's:
Basin Disposal Inc.
P.O. Box 3850
Pasco, WA 99302-3850
Attn: Darrick Dietrich, President

If to City:
City of Richland
625 Swift Boulevard, MS-26
Richland, Washington 99352
Attn: Pete Rogalsky, Public Works Director

Section 17. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings among the Parties, whether oral or written. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all Parties.

Section 18. Advice of Counsel. This Agreement was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that no part of this Agreement be construed against any Party because of the identity of the drafter. Moreover, the Parties each acknowledge, represent and agree that they have read this Agreement, that they fully understand the terms thereof, and that they have been fully advised by their independent legal counsel, accountants, and other advisors with respect thereto.

Section 19. No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

Section 20. Alternative Dispute Resolution/Legal Fees. Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding breach, termination or invalidity thereof shall be resolved by arbitration (unless all Parties agree to mediation) in Pasco or Richland, Washington, in accordance with the American Arbitration Association or Judicial Dispute Resolution rules which are deemed to be incorporated herein by reference. The maximum number of arbitrators shall be one (1) in any claim, suit, action or other proceeding relating in any way to this Agreement or any claims arising out of this Agreement, except as otherwise ordered or agreed to by the Parties. If mediation is agreed to, each Party shall pay its own mediation costs and one-half of the cost of the mediator. In the event any arbitration or legal action is taken by any Party against another to enforce any of the terms and conditions of this Agreement, it is agreed that the substantially prevailing party of such action shall be entitled to recover all court costs, reasonable attorney's fees and expenses from the non-prevailing Party.

Section 21. Governing Law. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

Section 22. 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, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

Section 23. Authority. The Parties each represent and warrant that they have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement. All persons executing this Agreement in representative capacities represent and warrant that they have full power and authority to bind their respective corporation.

Section 24. Binding Effect. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective officers, employees and agents, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.

Section 25. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or in violation of any statute, rule, regulation or common law, such provision shall be considered null and void, with the remaining provisions remaining viable and in effect. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement, and the releases provided for above, are each necessary to this Agreement; without any of these, the Parties would not enter this Agreement.

Section 26. Headings Not Controlling. The paragraph headings included herein are for reference only. The headings shall not control or alter the meaning of this Agreement as set forth in the text.

Section 27. Waiver. Any of the terms or conditions of this Agreement may be waived, but only by a written notice signed by the Party waiving such terms or conditions. A waiver or any breach of, or failure to enforce, any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a Party's right to enforce compliance thereafter with each and every term and condition of this Agreement.

Section 28. Agreement Not Legal Precedent. The Parties acknowledge and agree that this Agreement is not intended to constitute legal precedent in any future dispute or litigation regarding any unrelated matter involving the Parties or any other municipality, government entity or third party related to any damages that may result from the annexation of territories for which a solid waste collection company has previously been granted operating authority by the Washington Utilities and Transportation Commission.

Section 29. Publication. The City Clerk is authorized and directed to publish this Ordinance in accordance with the Richland City Charter.

Section 30. Effective Date. This Ordinance shall become effective on the thirty-first (31st) day after its first publication as required by law, but if, and only if, Franchisee has endorsed this Ordinance and accepted the terms and conditions thereof.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____

ACCEPTANCE:

Basin Disposal, Inc., a Washington public utility corporation, and Ed's Disposal, Inc., a Washington public utility corporation, hereby accept the above franchise as full and fair compensation for any measurable damages caused by the City of Richland under Washington law with regard to Solid Waste Franchise continuation.

Darrick Dietrich, President

Date

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 50-20

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 8.52 acres of land located at 771 Shockley Road, in Section 27, Township 9 North, Range 28 East, W.M., providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent to annex from Robert Zinsli, owner of real property located at 771 Shockley Road, the value of which constituted 100% of the proposed annexation area and so qualified to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, on January 21, 2020, a meeting was held between the initiating party of this annexation and the Richland City Council, at which time the Council adopted Resolution No. 15-20, accepting the notice of intention to commence annexation proceedings for the real property legally described in **Exhibit A** attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 15-20 further authorized and directed the Richland Planning Commission to develop and forward a recommendation to the Richland City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, the Richland Planning Commission held a public hearing on June 24, 2020 to consider an appropriate zoning designation for the proposed annexation area, and recommended adoption of Single-Family Residential R-1-10 zoning for the property; and

WHEREAS, on July 21, 2020, Richland City Council adopted Resolution No. 105-20, authorizing the circulation of an annexation petition for annexation of the real property legally described in **Exhibit A** attached hereto; and

WHEREAS, a petition was circulated and signed by the sole property owner representing 100% of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, Richland City Council held a public hearing to consider the annexation on December 1, 2020, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the Richland City Council, and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland.

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

Section 1. The real property legally described in **Exhibit A** attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County, Washington (the "Annexed Area").

Section 2. The Richland Comprehensive Plan, adopted October 3, 2017 by passage of Ordinance No. 45-17 and as amended, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the Richland Comprehensive Plan.

Section 3. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

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

Section 5. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R1-10 Single Family Residential, as depicted on **Exhibit B**, attached hereto, when consideration is given to the interest of the general public.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance, and shall attach the amended sectional map, as necessary, and an amended Annexation map, duly certified by the City Clerk as a true copy.

Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City's Solid Waste Management Plan.

Section 8. This Ordinance shall take effect on 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 held on the 5th day of January, 2021.


Ryan Lukson, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to form:


Heather Kintzley, City Attorney

Date Published: January 10, 2021

**EXHIBIT A to Ordinance No. 50-20
Zinsli Annexation Legal Description**

Parcel 2 of Record of Survey 5204

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION WHICH IS SOUTH 89°52'30" EAST 748 FEET FROM THE NORTHWEST CORNER THEREOF, THENCE SOUTH 1'25' WEST PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION 1060.50 FEET. THENCE NORTH 38°25' EAST 276 FEET. THENCE NORTH 57°07' EAST 166.10 FEET. THENCE NORTH 39°02' EAST 293.80 FEET. THENCE NORTH 1°31'25" EAST 524.63 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION. THENCE NORTH 89°52'30" WEST ALONG SAID NORTH LINE 483.75 FEET TO THE POINT OF BEGINNING.

EXCEPT PORTION CONVEYED TO THE CITY OF RICHLAND FOR ROAD PURPOSES UNDER AUDITOR'S FILE NO. 2003-013621.

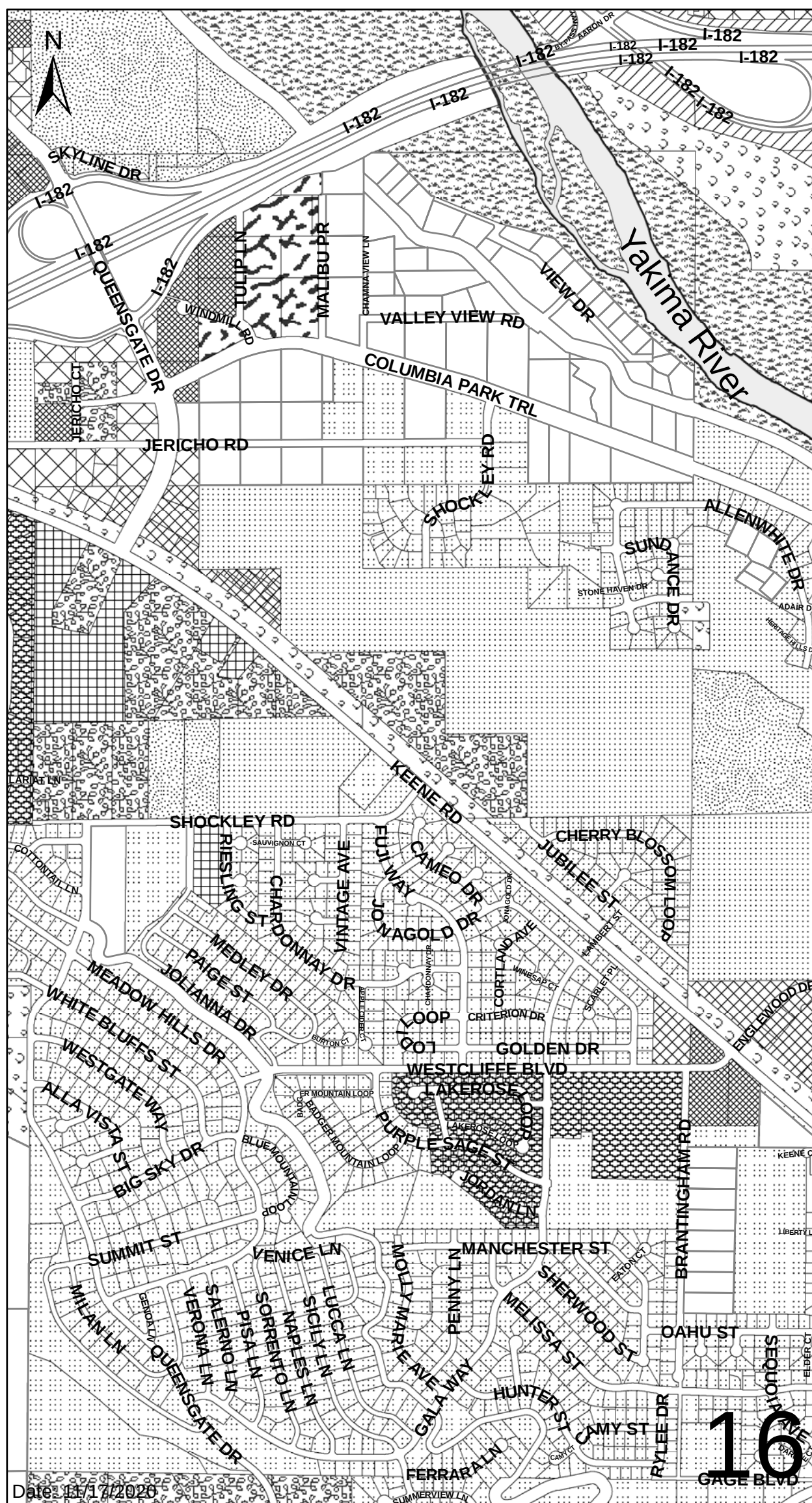
TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 09 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 27 THENCE NORTH 89°14'51" EAST ALONG THE NORTHERLY LINE OF SAID SECTION 748.00 FEET TO THE NORTHWEST CORNER OF THE PARCEL AS DESCRIBED UNDER AUDITORS FILE NUMBER 680225; THENCE SOUTH 00°32'21" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 30.01 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SHOCKLEY ROAD; THENCE NORTH 89°14'51" EAST ALONG SAID LINE 485.43 FEET TO THE EASTERN LINE OF SAID PARCEL; THENCE SOUTH 00°45'09" WEST ALONG SAID LINE 493.62 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 38°09'21" WEST ALONG SAID LINE 66.33 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID LINE SOUTH 38°09'21" WEST 41.00 FEET; THENCE SOUTH 51°50'39" EAST 15.00 FEET; THENCE NORTH 38°09'21" EAST 41.00 FEET; THENCE NORTH 51°50'39" WEST 15.00 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINS 8.52 ACRES.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, OF RECORD AND IN VIEW.



WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 11-21

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 3.63 acres of land located at 1061, 1063, 1065, 1043 and 1049 Allenwhite Drive, in Section 23, Township 9 North, Range 28 East, W.M., providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent to annex from the owners representing 84.54% of valuation for the proposed annexation area and so qualified to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, on August 4, 2020, a meeting was held between the initiating parties of this annexation and the Richland City Council, at which time the Council adopted Resolution No. 110-20, accepting the notice of intention to commence annexation proceedings for the real property legally described in **Exhibit A** attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 110-20 further authorized and directed the Richland Planning Commission to develop and forward a recommendation to the Richland City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, the Richland Planning Commission held a public hearing on October 14, 2020 to consider an appropriate zoning designation for the proposed annexation area, and recommended adoption of Single-Family Residential R-1-12 zoning for the property; and

WHEREAS, on November 17, 2020, Richland City Council adopted Resolution No. 163-20, authorizing the circulation of an annexation petition for annexation of the real property legally described in **Exhibit A** attached hereto; and

WHEREAS, a petition was circulated and signed by property owners representing 84.54% of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, Richland City Council held a public hearing to consider the annexation on May 4, 2021, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the Richland City Council, and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland.

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

Section 1. The real property legally described in **Exhibit A** attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County, Washington (the "Annexed Area").

Section 2. The Richland Comprehensive Plan, adopted October 3, 2017 by passage of Ordinance No. 45-17 and as amended, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the Richland Comprehensive Plan.

Section 3. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 4. Title 23 of the Richland Municipal Code (RMC) and the Official Zoning Map of the City of Richland as adopted by Section 23.08.040 of said title are hereby amended by amending Sectional Map Nos. 15 and 16, which are two of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B** bearing the number 15 and **Exhibit C** bearing the number 16 together with the number and date of

passage of this Ordinance, and by this reference made a part of this Ordinance and of the Official Zoning Map of the City.

Section 5. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R-1-12 Single Family Residential, as depicted on **Exhibit B** and **Exhibit C**, attached hereto, when consideration is given to the interest of the general public.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and shall attach the amended sectional maps, as necessary, and an amended Annexation map, duly certified by the City Clerk as a true copy.

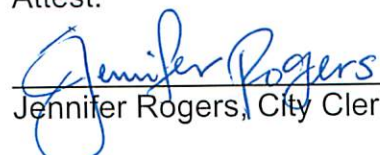
Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City's Solid Waste Management Plan.

Section 8. This Ordinance shall take effect on 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 held on the 18th day of May, 2021.


Ryan Lukson, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to form:


Heather Kintzley, City Attorney

Date Published: May 23, 2021

EXHIBIT A
Allenwhite Annexation Legal Description

SECTION 23 TOWNSHIP 9 RANGE 28 QUARTER SW; SHORT PLAT #3110, LOT 1, RECORDED 5/29/2008, UNDER AUDITOR'S FILE NO. 2008-015499. RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3110, RECORDS OF BENTON COUNTY, WASHINGTON.

SECTION 23 TOWNSHIP 9 RANGE 28 QUARTER SW; SHORT PLAT #3110, LOT 2, RECORDED 5/29/2008, UNDER AUDITOR'S FILE NO. 2008-015499. RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3110, RECORDS OF BENTON COUNTY, WASHINGTON.

PORTION DEFINED AS FOLLOWS: THAT PORTION OF THE WEST HALF OF THE SOUTHWEST DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION, THENCE SOUTH 89° 33' 42" EAST ALONG SOUTH LINE THEREOF A DISTANCE OF 895.03 FEET, THENCE NORTH 01° 14' 30" EAST A DISTANCE OF 1734.09 FEET, THENCE NORTH 49° 9' 30" WEST A DISTANCE OF 185 FEET, THENCE SOUTH 40° 50' 30" WEST 187 FEET TO TRUE POINT OF BEGINNING, THENCE NORTH 40° 50' 30" EAST 187 FEET THENCE NORTH 49° 9' 30" WEST 128 FEET, SOUTH 40° 50' 30" WEST 187 FEET, THENCE SOUTHEASTERLY AT RIGHT ANGLES TO POINT OF BEGINNING. TOGETHER WITH EASEMENTS 11-5-75.

PORTION OF THE WEST HALF OF THE SOUTHWEST DEFINED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION, 500 FEET SOUTH OF THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NUMBER 3, THENCE SOUTH 73° 43' EAST 265.50 FEET, THENCE NORTH 26° 28' EAST 250 FEET, THENCE SOUTH 55° 00' 09" EAST 202.24 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING SOUTH 55° 00' 09" EAST 200 FEET, THENCE SOUTH 26° 28' WEST 208.13 FEET TO A POINT, THENCE NORTH 59° 51' 30" WEST 47.97 FEET TO A POINT THENCE NORTH 68° 03' 30" WEST 100 FEET TO A POINT, THENCE NORTH 38° 11' 18" WEST 55.62 FEET TO A POINT, THENCE NORTH 26° 28' EAST 220 FEET TO THE TRUE POINT OF BEGINNING.

THAT PORTION OF NORTHWEST SOUTHWEST, DEFINED AS FOLLOWS: BEGINNING AT A POINT OF WEST LINE OF SAID SECTION, 500 FEET SOUTH OF SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY #3, THENCE SOUTH 73° 43' EAST 265.5 FEET, THENCE NORTH 26° 28' EAST 250 FEET TO TRUE POINT OF BEGINNING, THENCE SOUTH 26° 28' WEST 250 FEET, THENCE SOUTH 63° 32' EAST 200 FEET, THENCE NORTH 26° 28' EAST 220 FEET, THENCE NORTHWESTERLY IN A STRAIGHT LINE TO TRUE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH EASEMENT FOR INGRESS AND EGRESS OVER EXISTING 15' ROADWAY OVER NORTHWEST SOUTHWEST. SUBJECT TO EASEMENT AND RESTRICTION OF RECORD.

ADDITIONALLY, THE PORTION OF THE PRIVATE ROAD THAT LIES WITHIN THE PROPOSED ANNEXATION AREA AND/OR ADJACENT TO THE PROPOSED ANNEXATION AREA IS INCLUDED IN THIS ANNEXATION INCLUDING: ALLENWHITE DRIVE.

This description includes the following County Parcel Identification Numbers:

123983013110001

123983013110002

123983000006000

123983000004000

123983000003000

Exhibit B

Ordinance No. 11-21 Passed 5/18/2021

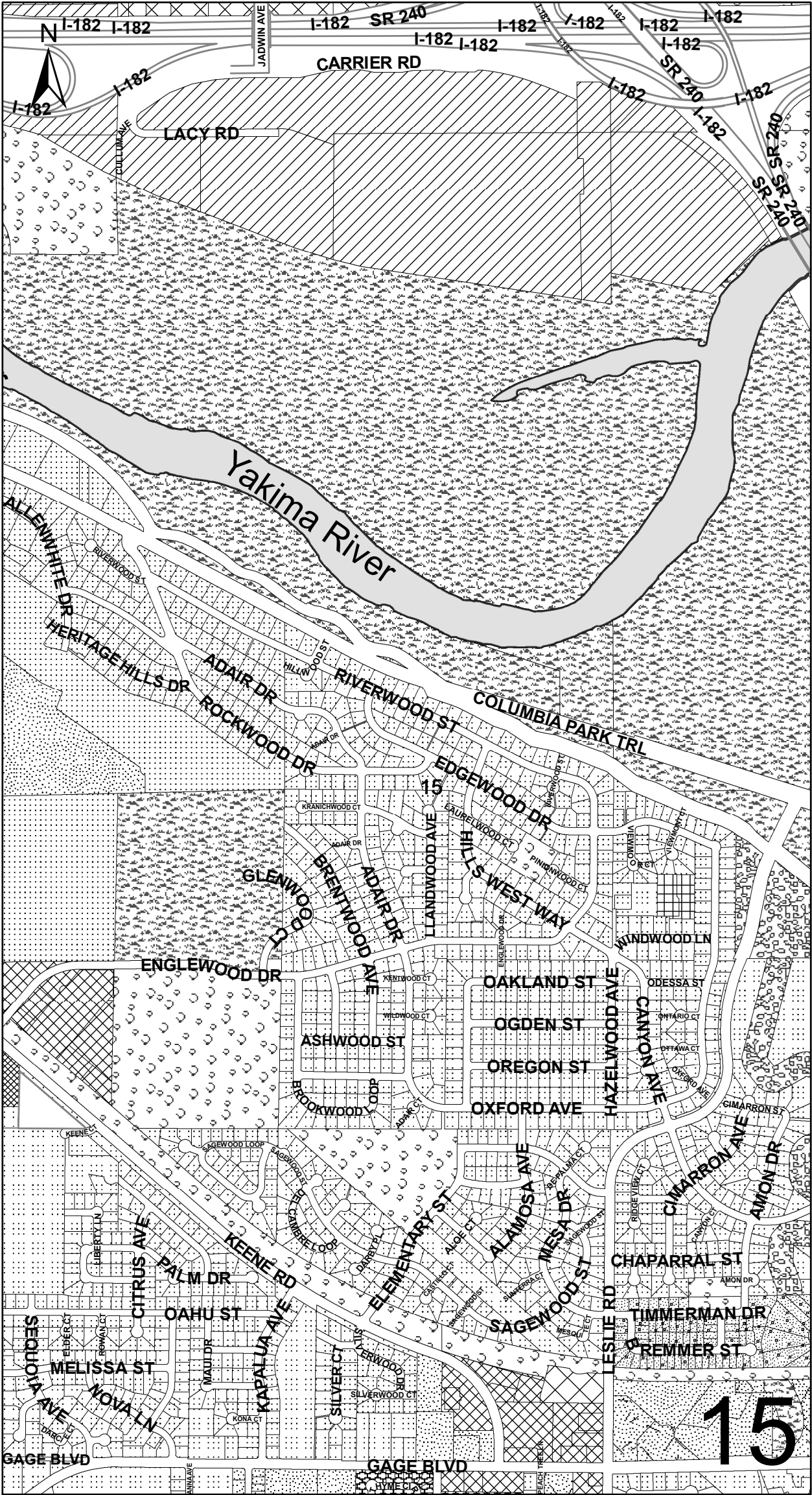
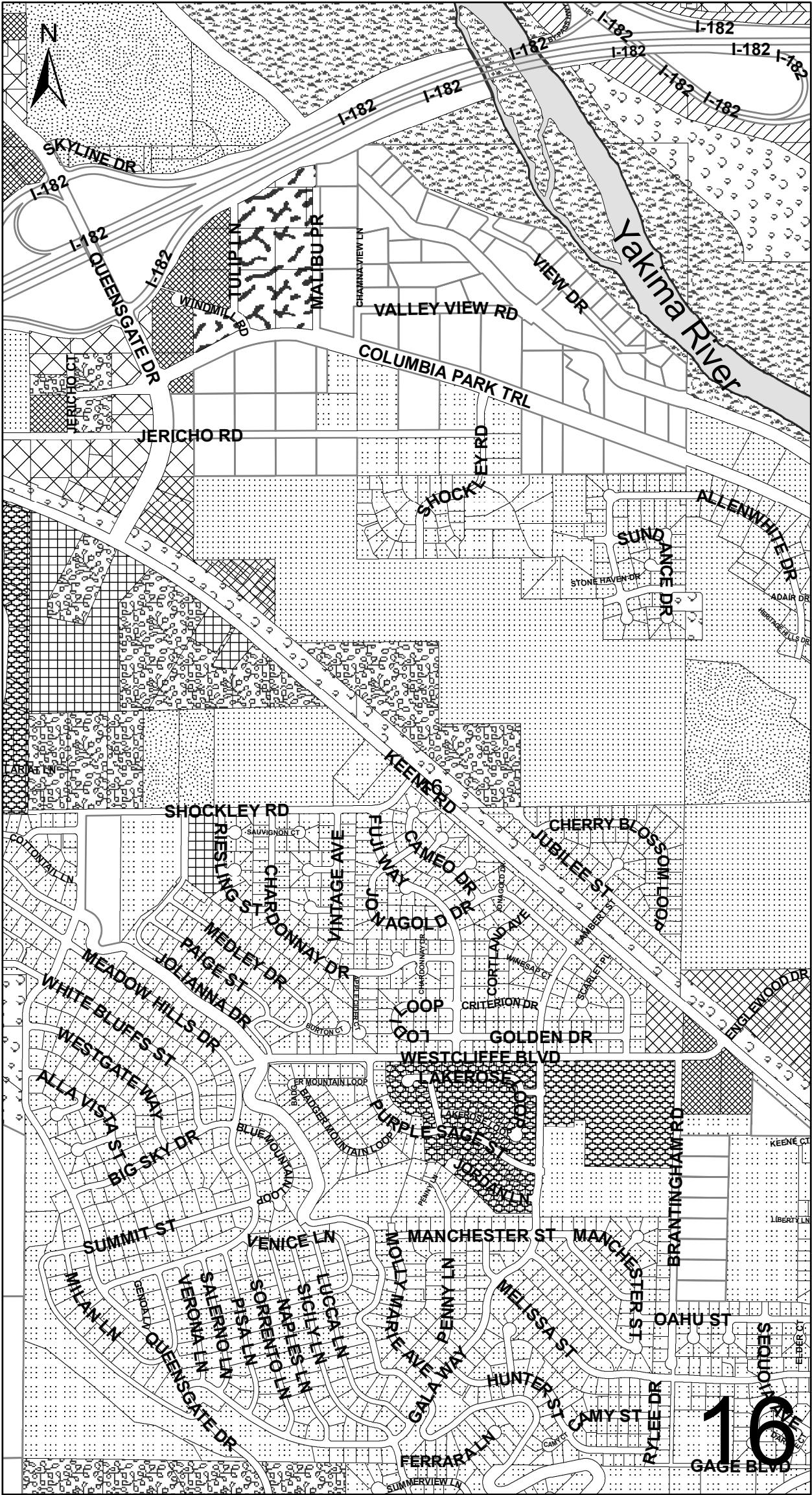


Exhibit C

Ordinance No. 11-21 Passed 5/18/2021



WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 12-21

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 76.54 acres of land located at or near 1106 N. Jurupa Road, in Section 34, Township 9 North, Range 28 East, W.M., providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent to annex from Frank Tiegs and Timothy H. DeCook, owners of real property located at or near 1106 N. Jurupa Road, the value of which constituted 100% of the proposed annexation area and so qualified to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, on August 4, 2020, a meeting was held between the initiating party of this annexation and the Richland City Council, at which time the Council adopted Resolution No. 111-20, accepting the notice of intention to commence annexation proceedings for the real property legally described in **Exhibit A** attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 111-20 further authorized and directed the Richland Planning Commission to develop and forward a recommendation to the Richland City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, the Richland Planning Commission held a public hearing on October 14, 2020 to consider an appropriate zoning designation for the proposed annexation area, and recommended adoption of Single-Family Residential R-1-12 zoning for the property; and

WHEREAS, on November 17, 2020, Richland City Council adopted Resolution No. 156-20, authorizing the circulation of an annexation petition for annexation of the real property legally described in **Exhibit A** attached hereto; and

WHEREAS, a petition was circulated and signed by the property owners representing 100% of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, Richland City Council held a public hearing to consider the annexation on May 4, 2021, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the Richland City Council, and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland.

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

Section 1. The real property legally described in **Exhibit A** attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County, Washington (the "Annexed Area").

Section 2. The Richland Comprehensive Plan, adopted October 3, 2017 by passage of Ordinance No. 45-17 and as amended, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the Richland Comprehensive Plan.

Section 3. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 4. Title 23 of the City of Richland Municipal Code (RMC) and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title are hereby amended by amending Sectional Map No. 22, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B** bearing the number 22 together with the number and date of passage of this Ordinance, and by this reference made a

part of this Ordinance and of the Official Zoning Map of the City.

Section 5. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R-1-12 Single Family Residential, as depicted on **Exhibit B**, attached hereto, when consideration is given to the interest of the general public.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance, and shall attach the amended sectional map, as necessary, and an amended Annexation map, duly certified by the City Clerk as a true copy.

Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City's Solid Waste Management Plan.

Section 8. This Ordinance shall take effect on the day following its publication in the official newspaper of the City of Richland.

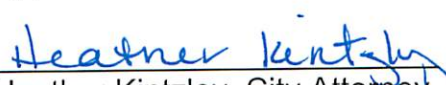
PASSED by the City Council of the City of Richland, Washington, at a regular meeting held on the 18th day of May, 2021.


Ryan Lukson, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to form:


Heather Kintzley, City Attorney

Date Published: May 23, 2021

EXHIBIT A
Badger Mountain Winery Annexation Legal Description

The Badger Mountain Vineyard annexation consists of the following:

SHORT PLAT NO. 1576, LOT 1

SHORT PLAT NO. 2275, LOTS 1 & 2. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SHORT PLAT NO. 1406, LOT 1.

A PORTION OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 34. THENCE NORTH 89° 31' 37" EAST ALONG THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 2453.68 FEET TO THE TRUE POINT OF BEGINNING. THENCE NORTH 61° 58' 01" EAST A DISTANCE OF 646.32 FEET TO A POINT OF CURVE. THENCE NORTH- EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 93° 57' 20", A RADIUS OF 1099.33 FEET, AN ARC DISTANCE OF 1802.73 FEET TO A POINT OF TANGENT. THENCE NORTH 31° 59' 19" WEST A DISTANCE OF 1096.53 FEET. THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 122.50 FEET. THENCE NORTH 53° 33' 55" EAST A DISTANCE OF 90.27 FEET. THENCE SOUTH 79° 34' 06" EAST A DISTANCE OF 131.71 FEET. THENCE NORTH 10° 25' 54" EAST A DISTANCE OF 9.16 FEET. THENCE SOUTH 79° 34' 06" EAST A DISTANCE OF 120.00 FEET. THENCE SOUTH 10° 25' 54" WEST A DISTANCE OF 31.13 FEET. THENCE SOUTH 64° 22' 01" EAST A DISTANCE OF 196.70 FEET TO A POINT ON CURVE. THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 10° 20' 47", A RADIUS OF 280.00 FEET, A CHORD BEARING SOUTH 20° 27' 35" WEST, AN ARC DISTANCE OF 50.56 FEET TO A POINT OF TANGENT. THENCE SOUTH 74° 42' 48" EAST, RADIAL TO SAID CURVE, A DISTANCE OF 120.00 FEET. THENCE SOUTH 02° 03' 01" EAST A DISTANCE OF 91.96 FEET. THENCE SOUTH 39° 48' 15" EAST A DISTANCE OF 237.31 FEET. THENCE SOUTH 34° 25' 29" EAST A DISTANCE OF 897.72 FEET. THENCE SOUTH 68° 51' 04" EAST A DISTANCE OF 907.79 FEET. THENCE SOUTH 65° 59' 57" EAST A DISTANCE OF 265.85 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 34. THENCE SOUTH 00° 33' 17" EAST ALONG SAID EAST LINE A DISTANCE OF 1199.83 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 34. THENCE SOUTH 89° 31' 37" WEST ALONG THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 2864.83 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 85.62 ACRES. SEGREGATED PER REQUEST OF OWNER SURVEY #464-A. TOGETHER WITH PORTION DEFINED AS FOLLOWS: A PARCEL OF LAND SITUATED IN SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, SAID STRIP OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 34: THENCE NORTH 89° 31' 37" EAST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 1717.64 FEET TO THE TRUE POINT OF BEGINNING: THENCE NORTH 73° 58' 01" EAST A DISTANCE OF 424.43 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12° 00' 00", A RADIUS OF 883.50 FEET, AND AN ARC DISTANCE OF 185.03 FEET: THENCE NORTH 61° 58' 01" E A DISTANCE OF 700.00 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 93°

57' 20', A RADIUS OF 866.33 FEET AN ARC DISTANCE OF 1420.65 FEET: THENCE NORTH 31° 59' 19" WEST A DISTANCE OF 1229.03 FEET: THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 156.50 FEET: THENCE SOUTH 31° 59' 19" EAST A DISTANCE 156.50 FT (S/B 132.50 FT ?): THENCE NORTH 58° 00' 41" EAST, A DISTANCE 76.50 FEET: THENCE SOUTH 31° 59' 19" EAST A DISTANCE OF 1096.53 FT TO A PT OF CURVE: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 93° 57' 20" A RADIUS OF 1099.33 FEET, AN ARC DISTANCE OF 1802.73 FEET: THENCE SOUTH 61° 58' 08" WEST A DISTANCE OF 646.32 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION: THENCE SOUTH 89° 31' 37" WEST ALONG SAID SOUTH LINE A DISTANCE OF 736.04 FEET TO THE TRUE POINT OF BEGINNING. LESS ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 34: THENCE NORTH 89° 31' 37" EAST ALONG THE SOUTH LINE THEROF A DISTANCE OF 1717.64 FEET TO THE TRUE POINT OF BEGINNING: THENCE NORTH 73° 58' 01" EAST A DISTANCE OF 424.43 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12° 00' 00" AND A RADIUS OF 883.50 FEET AN ARC DISTANCE OF 185.03 FEET: THENCE NORTH 61° 58' 01" EAST A DISTANCE 700.00 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 93° 57' 20" AND A RADIUS OF 866.33 FEET, AN ARC DISTANCE OF 1420.65 FEET: THENCE NORTH 31° 59' 19" WEST A DISTANCE OF 1229.03 FEET: THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 156.50 FEET: THENCE SOUTH 31° 59' 19" EAST A DISTANCE OF 132.50 FEET: THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 76.50 FEET: THENCE SOUTH 31° 59' 19" EAST A DISTANCE OF 1096.53 FEET TO A POINT OF CURVE: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01° 23' 43" AND A RADIUS OF 1099.33 FEET, AN ARC DISTANCE OF 26.77 FEET: THENCE SOUTH 59° 24' 24" WEST RADIAL TO SAID CURVE A DISTANCE OF 116.50 FEET TO A POINT OF CURVE: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 92° 33' 37" A RADIUS OF 982.83 AND A CHORD BEARING SOUTH 15° 41' 13" WEST, AN ARC DISTANCE OF 1587.75 FEET: THENCE SOUTH 61° 58' 01" WEST A DISTANCE OF 700.00 FEET TO A POINT OF CURVE: THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12° 00' 00", AND A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 209.44 FEET: THENCE SOUTH 73° 58' 01" WEST A DISTANCE OF 6.05 FEET TO THE SOUTH LINE OF SECTION 34: THENCE SOUTH 89° 31' 37" WEST ALONG SAID SOUTH LINE A DISTANCE OF 43.31 FEET TO THE TRUE POINT OF BEGINNING.(DEED DATED 5/14/82) LESS ANY PORTION LYING WITHIN FOLLOWING DESCRIBED PARCEL (ALSO AKA SHORT PLAT #1576) THAT PORTION OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 34: THENCE NORTH 89° 31' 37" EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 2151.94 FEET TO THE TRUE POINT OF BEGINNING: THENCE NORTH 73° 58' 01" EAST A DISTANCE OF 6.05 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12° 00' 00" A RADIUS OF 1000.00 FEET AN ARC DISTANCE OF 209.44 FEET : THENCE NORTH 61° 58' 01" EAST A DISTANCE OF 700.00 FEET TO A POINT OF CURVE: THENCE NORTHEASTLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23° 48' 21" AND A RADIUS OF 982.83 FEET AN ARC DISTANCE OF 408.36 FEET: THENCE NORTH 89° 31' 37" EAST A DISTANCE OF 839.64 FEET: THENCE SOUTH 00° 33' 17" EAST A DISTANCE OF 660.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 34: THENCE SOUTH 89° 31' 37" WEST ALONG SAID SOUTH LINE A DISTANCE OF 1974.41 FEET TO THE TRUE POINT OF BEGINNING. (AKA SHORT PLAT

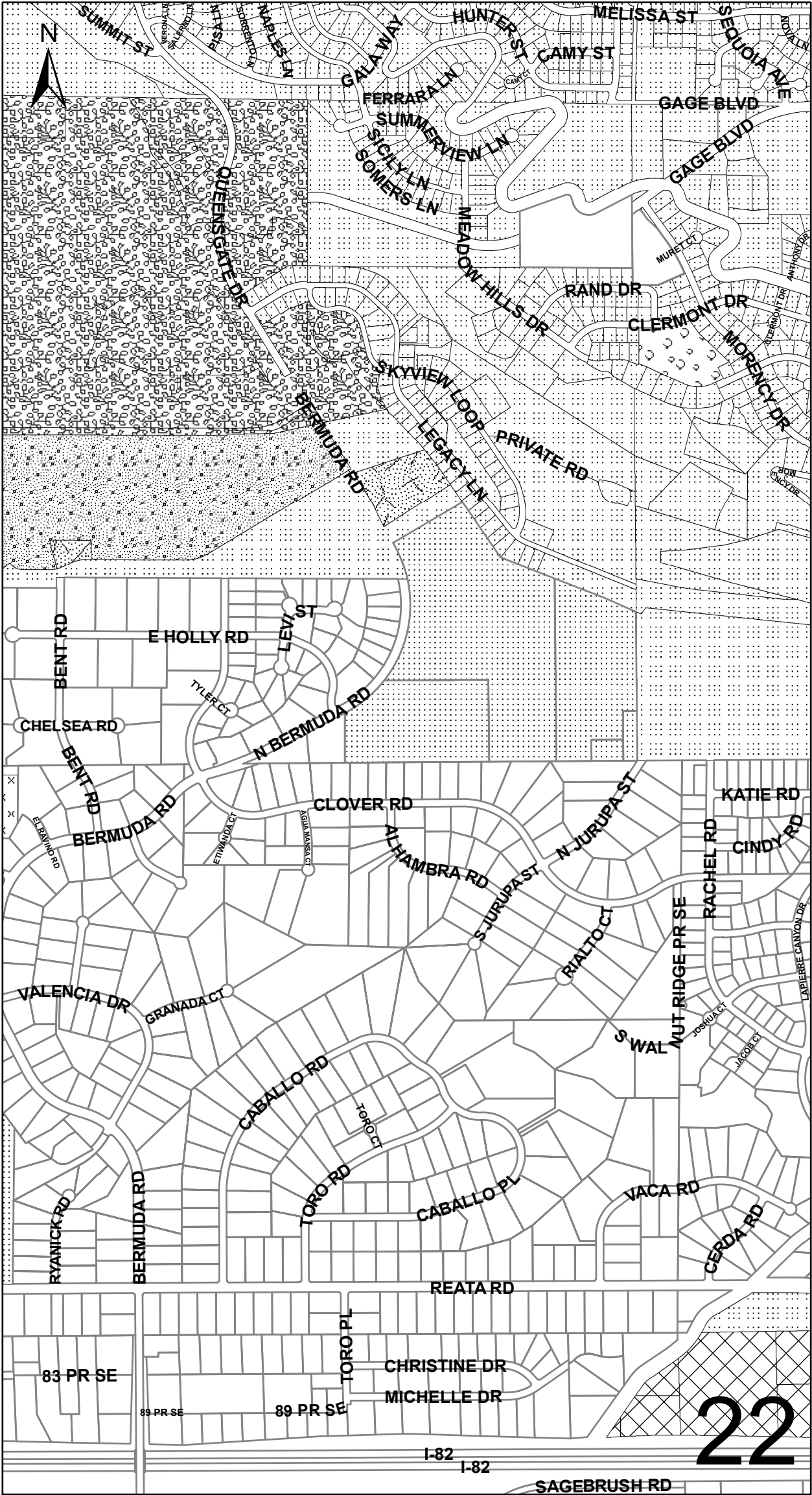
#1576) ALSO LESS ANY PORTION LYING WITHIN FOLLOWING DESCRIBED PARCEL. (AKA SHORT PLAT #1406) THAT PORTION OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: THE TRUE POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF SECTION 34: THENCE SOUTH 89° 31' 37" WEST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 650.00 FEET. THENCE NORTH 00° 33' 17" WEST A DISTANCE OF 1471.85 FEET: THENCE SOUTH 68° 51' 04" EAST A DISTANCE OF 439.33 FEET: THENCE SOUTH 65° 59' 57" EAST A DISTANCE OF 265.85 FEET TO THE EAST LINE OF SECTION 34: THENCE SOUTH 00° 33' 17" EAST ALONG SAID EAST LINE A DISTANCE OF 1199.83 FEET TO THE TRUE POINT OF BEGINNING. (AKA SHORT PLAT #1406) SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. LESS ANY PORTION OF THE FOLLOWING PARCEL #134984000001002. DESCRIBED AS FOLLOWS: THE PORTION OF SECTION 34, TOWNSHIP 9, RANGE 28 EAST, W.M. DEFINED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 34, THENCE SOUTH 00° 45' 08" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 2669.38 FEET, THENCE SOUTH 89° 51' 32" EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION A DISTANCE OF 2160 FEET TO A POINT OF CURVE: THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32° 07' 47" AND A RADIUS OF 570 FEET, AN ARC DISTANCE OF 319.64 FEET: THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 227.40 FEET TO THE TRUE POINT OF BEGINNING: THENCE SOUTH 31° 59' 19" EAST A DISTANCE OF 1289.03 FEET TO A POINT OF CURVE: THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01° 23' 43" AND A RADIUS OF 1022.84 FEET, AN ARC DISTANCE OF 24.91 FEET: THENCE NORTH 59° 24' 24" EAST RADIAL TO SAID CURVE A DISTANCE OF 608.78 FEET: THENCE NORTH 34° 25' 29" WEST A DISTANCE OF 357.72 FEET: THENCE NORTH 39° 48' 15" WEST A DISTANCE OF 237.31 FEET: THENCE NORTH 02° 03' 01" WEST A DISTANCE OF 91.96 FEET: THENCE NORTH 74° 42' 48" WEST A DISTANCE OF 120 FEET TO A POINT ON A CURVE: THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10° 20' 47" A RADIUS OF 280 FEET AND A CHORD BEARING NORTH 20° 27' 35" EAST AN ARC DISTANCE OF 50.56 FEET: THENCE NORTH 64° 22' 01" WEST A DISTANCE OF 196.70 FEET: THENCE NORTH 10° 25' 54" EAST A DISTANCE OF 31.13 FEET: THENCE NORTH 79° 34' 06" WEST A DISTANCE OF 120 FEET: THENCE SOUTH 10° 25' 54" WEST A DISTANCE OF 9.16 FEET: THENCE NORTH 79° 34' 06" WEST A DISTANCE OF 131.71 FEET: THENCE SOUTH 53° 33' 55" WEST A DISTANCE OF 90.27 FEET: THENCE SOUTH 58° 00' 41" WEST A DISTANCE OF 199 FEET TO A LINE EXTENDED SOUTH 31° 59' 19" EAST: THENCE NORTHERLY ALONG SAID LINE TO THE TRUE POINT OF BEGINNING.

This description includes the following County Parcel Identification Numbers:

134984011576001
134984000002002
134984012275002
134984012275001
134984011406001

Exhibit B

Ordinance No. 12-21 Passed 5/18/2021





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/7/2021

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 27-21, Granting a Solid Waste Collection Transition Franchise to Waste Management of Washington, Inc. related to the Lorayne J Annexation

Department:
Public Works

Ordinance/Resolution Number:
27-21

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 27-21, granting a solid waste collection transition franchise to Waste Management of Washington, Inc. related to solid waste collection within the Lorayne J annexation area.

Summary:

In November 2018, the City of Richland annexed property known as the Lorayne J Annexation. Waste Management of Washington, Inc. holds a certificate issued by the Washington State Utilities and Transportation Commission (WUTC) for the collection of solid waste in certain areas, including the annexed property. RCW 35.13.280 requires the City of Richland to grant a franchise for solid waste collection in the annexed areas to Waste Management of Washington, Inc. for a term of no less than seven (7) years.

The proposed Solid Waste Collection Transition Franchise grants a franchise for a 10-year term from the annexation date to comply with RCW 35.13.280 and to resolve any potential claim for damages. The proposed franchise requires Waste Management of Washington, Inc. to pay municipal utility occupation tax and such other fees as required by the Richland Municipal Code, and also includes a transition planning process that will allow the City to evaluate the best path forward for its residents upon expiration of the franchise.

Per the Richland City Charter, franchises are granted by ordinance and are effective thirty (30) days after first publication.

Staff recommends approval of Ordinance No. 27-21 for first reading, by title only.

Fiscal Impact:

Fiscal impact will be minimal. Approximately 120 established properties will continue to be served by Waste Management, Inc. The resulting solid waste services will generate utility tax revenues paid by Waste Management of Washington, Inc. to the City's general fund. In addition, the franchise allows the City's Solid Waste utility to collect a surcharge from Waste Management of Washington, Inc. customers to support the customers' use of the City's landfill at City resident rates.

Attachments:

- I. Ordinance No. 27-21

ORDINANCE NO. 27-21

AN ORDINANCE of the City of Richland granting a solid waste collection transition franchise to Waste Management of Washington, Inc. for the Lorayne J annexation.

WHEREAS, Richland was incorporated as a city of the first class on December 10, 1958; and

WHEREAS, pursuant to the Richland City Charter, franchises are granted by ordinance; and

WHEREAS, by Ordinance No. 51-18, dated November 6, 2018, the City of Richland annexed property known as the Lorayne J Annexation (**Exhibit A**); and

WHEREAS, Waste Management of Washington, Inc. holds Certificate No. G-237 issued by the Washington State Utilities and Transportation Commission (WUTC) for the collection of solid waste in certain areas, including the annexed property; and

WHEREAS, RCW 35.13.280 requires the City to grant to Waste Management of Washington, Inc. a franchise for collection of solid waste in the annexed areas for a term of not less than seven (7) years from the date of the ordinance.

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

Section 1. Transition Period. The Parties agree that the transition period shall commence on the Effective Date and shall terminate on December 31, 2028 unless extended by written agreement of the Parties (the "Transition Period"). The Parties agree and acknowledge that the Transition Period is longer than the seven (7)-year franchise period required under RCW 35.13.280 in order to compensate WMW for any and all measurable damages WMW has incurred as a result of the annexation and cancellation of its municipal solid waste collection business within the Annexed Territory.

Section 2. Grant of Exclusive Franchise. Except with respect to Ed's Disposal (as discussed in Section 3 below), the City hereby grants to WMW the exclusive right and obligation to collect municipal solid waste from residential and commercial customers within the Annexed Territory during the Transition Period (the "Collection Services"). During the Transition Period, the City agrees that it shall not contract for the Collection Services with a contractor other than WMM, or itself provide the Collection Services.

Section 3. Non-Exclusivity regarding Ed's Disposal. Notwithstanding any other provision in this Franchise, the Parties agree that nothing in this Franchise, including the grant of an exclusive franchise for the Annexed Territory, shall interfere with the existing rights of Ed's Disposal, under RCW 35.13.280, to provide the Collection Services.

Section 4. Rates and Compensation. WMW shall be compensated for its performance of the Collection Services by charging its residential, commercial and industrial customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for WMW's customers located within WMW's G-237 service territory in Benton County (the "WUTC Tariffs"), subject to the following adjustments, which shall be independent of WUTC tariff jurisdiction:

4.1. WMW shall increase the rates and charges to include any taxes, fees, or charges applicable to the Collection Services that are not otherwise included within the WUTC Tariffs; and

4.2. WMW shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariffs, but are not applicable to the Collection Services.

Section 5. Notification of Taxes, Fees, and Other Charges. If, as a result of the City's annexation of the Annexed Territory, the City imposes any taxes, fees, or charges on the Collection Services, the City shall notify WMW of such charges no less than thirty (30) days before such taxes, fees, or other charges become effective.

Section 6. Revisions to WUTC Tariffs. Nothing in this Franchise is intended to restrict or prohibit WMW from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to municipal solid waste collection within its Certificate No. G-237 territory in Benton County. In the event that the WUTC approves revisions to the WUTC Tariffs, WMW shall similarly adjust the rates and charges applicable to the Collection Services.

Section 7. Additional Services. If the City elects to offer additional solid waste collection services to residential and/or commercial customers within the Annexed Territory, the City shall notify WMW in writing of the additional services requested, and WMW shall have the right to provide such additional services during the Transition Period. If WMW elects to provide such additional services, WMW shall notify the City in writing within thirty (30) days of receipt of the City's notice that WMW shall offer such services either:

7.1. at the same rates as the WUTC Tariffs; or

7.2. if WMW does not offer similar services under the WUTC Tariffs, pursuant to a separate written agreement between the Parties.

If WMW either (a) notifies the City in writing of its decision not to provide such additional services, or (b) fails to notify the City of its decision in writing within thirty (30) days of receipt of the City's notice, the City may contract for such additional services or provide such additional services itself within the Annexed Territory.

Section 8. Billing. WMW shall be responsible for billing its residential, commercial, and industrial customers for the Collection Services. WMW shall invoice its customers

generally consistent with the WUTC procedures set forth in WAC 480-70-396 through WAC 480-70-416.

Section 9. Delinquent Accounts and Cancellation of Service. WMW shall have and retain all rights authorized by law to collect delinquent accounts (as defined in WAC 480-70-396), including but not limited to, the right to cancel Collection Services for any of the reasons set forth in WAC 480-70-376(1). In addition, WMW shall have and retain all rights authorized by law to refuse or cancel service to a customer, including the right to refuse or cancel service for any reason set forth in WAC 480-70-366(2).

Section 10. Collection Service Requirements. Except as otherwise stated herein or unless inconsistent with any provision contained herein, WMW shall provide the Collection Services consistent with the requirements set forth in WAC 480-70 and the WUTC Tariffs.

Section 11. Transition of WMW's Collection Services to the City. Upon the expiration of the Transition Period:

11.1. the City shall assume full responsibility for municipal solid waste collection within the Annexed Territory, as authorized under RCW 81.77.020, either by contracting for municipal solid waste collection or providing municipal solid waste collection itself;

11.2. unless otherwise agreed to by the Parties in writing, WMW shall have no further obligation or right under this Franchise to perform the Collection Services; and

11.3. WMW acknowledges that by entering into this Franchise, it waives all claims under RCW 35.13.280, including those for measurable damages, which waiver shall be fully effective immediately upon the expiration of the Transition Period.

Upon request of the City, the Parties shall confer, prior to the expiration of the Transition Period to plan for the transition of the Collection Services. WMW shall cooperate with the City by providing all reasonably necessary information required by the City to allow for an orderly transition of the Collection Services from WMW to the City or its contractor. Such information shall include service account addresses, billing addresses, current service levels, frequency and types of services, customer container sizes, and other similar information requested by the City that is reasonably necessary to effectively transition the Collection Services.

Section 12. Required Notices to the WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to contract for solid waste collection or to provide solid waste collection itself within the Annexed Territory, pursuant to RCW 81.77.020. As required by WAC 480-70-141(3), WMW shall be responsible for notifying the WUTC that WMW and the City have entered into this Franchise, including submission of a fully executed copy of this Franchise to the WUTC.

Section 13. Cooperation in Execution of Documents. The Parties agree to cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this Franchise legally and practically effective; provided, however, that this Section shall not require the execution of any document that expands, alters, or in any way changes the terms of this Franchise.

Section 14. Force Majeure. If either Party is prevented from or delayed in performing its duties under this Franchise by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of any such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Franchise to the contrary, the term "Force Majeure" does not include, and a Party shall not be excused from performance under this Franchise for, events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses related to performance of the Collection Services.

Section 15. Successors and Assigns. Neither Party shall assign this Franchise without the prior written consent of the other Party, except that WMW may assign this Franchise to any subsidiary, parent or affiliated company without the other Party's consent. If this Franchise is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 16. Notices. All notices required or contemplated by this Franchise shall be in writing and shall be effective upon receipt and delivered by certified US mail, return receipt requested, overnight delivery by a nationally recognized courier/delivery service, or by hand delivery to the Party's address shown below, as may be amended by the Parties from time to time:

If to WMW:
720 4th Avenue, Suite 400
Kirkland, WA 98033-8136
Attn: Area Director, Public Sector Solutions

If to the City of Richland:
625 Swift Boulevard, MS-26
Richland, WA 99352
Attn: Public Works Director

Section 17. Entire Franchise; Amendment. This Franchise constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements, and understandings among the Parties, whether oral or written. This Franchise may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all Parties.

Section 18. Advice of Counsel. This Franchise was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that

no part of this Franchise be construed against either of the Parties because of the identity of the drafter. Moreover, the Parties each acknowledge, represent and agree that they have read this Franchise, that they fully understand the terms thereof, and that they have been fully advised by their independent legal counsel, accountants, and other advisors with respect thereto.

Section 19. No Third-Party Beneficiaries. This Franchise is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Franchise, whether as a third-party beneficiary or otherwise.

Section 20. Alternative Dispute Resolution; Legal Fees. Any dispute, controversy or claim arising out of or relating to this Franchise, including any question regarding breach, termination or invalidity thereof shall be resolved by arbitration (unless both Parties agree to mediation) in Richland, Washington, in accordance with the American Arbitration Association or Judicial Dispute Resolution rules which are deemed to be incorporated herein by reference. The maximum number of arbitrators shall be one (1) in any claim, suit, action or other proceeding relating in any way to this Franchise or any claims arising out of this Franchise, except as otherwise ordered or agreed to by the Parties. If mediation is agreed to, each Party shall pay its own mediation costs and one-half of the cost of the mediator. In the event any arbitration or legal action is taken by either Party against the other to enforce any of the terms and conditions of this Franchise, it is agreed that the substantially prevailing Party of such action shall be entitled to recover all court costs, reasonable attorneys' fees and expenses from the non-prevailing Party.

Section 21. Governing Law. This Franchise, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

Section 22. Counterparts; Signatures. Execution of this Franchise and any amendment or other document related to this Franchise 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.

Section 23. Authority. The Parties each represent and warrant that they have full power and actual authority to enter into this Franchise and to carry out all actions required of them by this Franchise. All persons executing this Franchise in representative capacities represent and warrant that they have full power and authority to bind their respective corporation.

Section 24. Binding Effect. This Franchise shall bind and inure to the benefit of the Parties hereto and their respective officers, employees and agents, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.

Section 25. Severability. If any provision of this Franchise is found by a court of competent jurisdiction to be invalid or in violation of any statute, rule, regulation or common law, such provision shall be considered null and void, with the remaining provisions remaining viable and in effect. Notwithstanding the foregoing, the Parties acknowledge and agree that this Franchise, and the releases provided for above, are each necessary to this Franchise; without any of these, the Parties would not enter this Franchise.

Section 26. Headings Not Controlling. The paragraph headings included herein are for reference only. The headings shall not control or alter the meaning of this Franchise as set forth in the text.

Section 27. Waiver. Any of the terms or conditions of this Franchise may be waived, but only by a written notice signed by the Party waiving such term(s) or condition(s). A waiver or any breach of, or failure to enforce, any of the terms or conditions of this Franchise shall not in any way affect, limit or waive a Party's right to enforce compliance thereafter with each and every term and condition of this Franchise.

Section 28. Franchise Not Legal Precedent. The Parties acknowledge and agree that this Franchise is not intended to constitute legal precedent in any future dispute or litigation regarding any unrelated matter involving the Parties or any other municipality, government entity or third party related to any damages that may result from the annexation of territories for which a solid waste collection company has previously been granted operating authority by the WUTC.

Section 29. Publication. The City Clerk is authorized and directed to publish this Ordinance in accordance with the Richland City Charter.

Section 30. Effective Date. This Ordinance shall become effective on the thirty-first (31st) day after its first publication as required by law, but if, and only if, the Franchisee has endorsed this Ordinance and accepted the terms and conditions thereof

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____

ACCEPTANCE:

Waste Management of Washington, Inc., a Delaware corporation, hereby accepts the above franchise as full and fair compensation for any measurable damages caused by the City of Richland under Washington law with regard to Solid Waste Franchise continuation.

Jason Rose, President

Date

Exhibit A to Ordinance No. 27-21

WHEN RECORDED RETURN TO:

Richland City Clerk
P.O. Box 190 MS-05
Richland, WA 99352

ORDINANCE NO. 51-18

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 67 acres of land located south and west of Lorayne J Boulevard and west of Leslie Road, in a portion of the Southwest ¼ of Section 02, Township 08 North, Range 28 East, W.M., providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent to annex from 17 homeowners within the Lorayne J subdivision, the value of which exceeded 10% of the proposed annexation area and so qualified to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, on October 3, 2017, a meeting was held between the initiating parties of this annexation and the Richland City Council, at which time Council adopted Resolution No. 183-17, accepting the notice of intention to commence annexation proceedings for the real property legally described in **Exhibit A**, attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 183-17 further authorized and directed the Richland Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

Exhibit A to Ordinance No. 27-21

WHEREAS, the Richland Planning Commission held a public hearing on November 15, 2017 to consider an appropriate zoning designation for the proposed annexation area; and

WHEREAS, the Richland Planning Commission left the hearing open until the December 20, 2017 meeting, at which time the Commission recommended adoption of Single Family Residential R-1-10 zoning for the property; and

WHEREAS, a notice of intention to annex was duly filed with the Benton County Boundary Review Board. Jurisdiction of the Boundary Review Board was not invoked within 45 days of filing, and thus, the proposed annexation was deemed approved by the Boundary Review Board on February 3, 2018; and

WHEREAS, on March 20, 2018, Richland City Council adopted Resolution No. 40-18, authorizing the circulation of an annexation petition for annexation of the real property legally described in **Exhibit A**, attached hereto; and

WHEREAS, a petition was circulated and signed by owners representing 62.17% of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least 60% of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, the Richland City Council held a public hearing to consider the annexation on October 2, 2018, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the City Council of the City of Richland, and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland.

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

Section 1. The real property legally described in **Exhibit A**, attached hereto, is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County, Washington (the "Annexed Area").

Section 2. The Richland Comprehensive Plan, adopted October 3, 2017 by passage of Ordinance No. 42-17, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the Comprehensive Plan.

Exhibit A to Ordinance No. 27-21

Section 3. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 4. Title 23 of the City of Richland Municipal Code (RMC) and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map No. 21 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 5. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R1-10 Single Family Residential, as depicted on **Exhibit B**, attached hereto, when consideration is given to the interest of the general public.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington, a copy of this ordinance and shall attach the amended sectional map, as necessary, and an amended Annexation map, duly certified by the Clerk as a true copy.

Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City's Solid Waste Management Plan.

Section 8. This ordinance shall take effect on the day following publication in the official newspaper of the City.

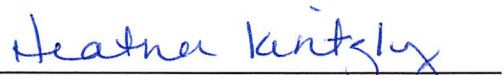
PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of November, 2018.


ROBERT J. THOMPSON
Mayor

ATTEST:


MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:


HEATHER KINTZLEY, City Attorney

Date Published: November 11, 2018

EXHIBIT A

Legal Description for the Lorayne J Annexation

A portion of the Southwest ¼ of Section 02, Township 08 North, Range 28 East, W.M., Benton County, Washington, described as follows:

That portion of the **Plat of Meadow Springs Ranch No. 1** as recorded in Volume 14 of Plats, Page 26 records of said County and State, described as follows:

Lots 1, through 9 Block 2 of said Plat.

1-0288-402-0002-001	1-0288-402-0002-002	1-0288-402-0002-003
1-0288-402-0002-004	1-0288-402-0002-005	1-0288-402-0002-008
1-0288-402-0002-009		

That portion Quit Claim Deed recorded under Auditor's File # 2009-032802 described as follows:

Lot 7 Block 2, Meadow Springs Ranch No. 1, according to the plat thereof recorded in Volume 14 of Plats, Page 26, records of Benton County, Washington.

Together With that portion of Lot 10, Block 2, Altered Plat of Meadows Springs Ranch No. 1, according to the Plat thereof recorded in Volume 15 of Plats, Page 275, recorded under Auditor's File No. 2005-013123, records of Benton County, Washington described as follows:

Beginning at the Northeast corner of Lot 7 Block 2, Plat of Meadow Springs Ranch No.1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of Benton County, Washington, thence North 00°31'16" West 25 feet, thence Westerly 91.22 feet on a line parallel to the Northern boundary line of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1, thence South 00°31'16" West 25 feet to the Northwest corner of Lot 7, Block 2, Meadow Springs Ranch No. 1, thence Easterly along the Northern boundary line of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1 to the Northeast corner of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1 and the point of beginning.

1-0288-402-0002-007

That portion Quit Claim Deed recorded under Auditor's File # 2005-034930 described as follows:

Lot 6, Block 2, Plat of Meadow Springs Ranch No.1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of Benton

Exhibit A to Ordinance No. 27-21

County, said Plat is situated in the Southeast quarter of Section 2, Township 8 North, Range 28 East, W.M., Benton County Washington.

Together With that portion of Lot 10, Block 2, Altered Plat of Meadows Springs Ranch No. 1, according to the Plat thereof recorded in Volume 15 of Plats, Page 275, recorded under Auditor's File No. 2005-013123, records of Benton County, said Plat is situated in the Southeast quarter of Section 2, Township 8 North, Range 28 East, W.M., Benton County Washington, described as follows:

Commencing at the Southwest corner of said Lot 10; thence South 89°28'44" East along the North right-of-way line of Lesa Marie Lane and the South line of said Lot for 75.10 feet to the **TRUE POINT of BEGINNING**;

Thence North 00°31'16" East on a line parallel to the Southeasterly line of said Lot 10 for 287.83 feet; thence South 45°53'40" East along the perimeter of said Lot for 145.33 feet; thence South 69°27'55" West for 23.78 feet to the Northeast corner of Lot 6, Block 2, Plat of Meadow Springs Ranch No.1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of Benton County; thence South 69°27'55" West for 83.66 feet; thence South 00°31'16" West along the Southeasterly line of said Lot 10 for 149.04 feet to the Southeast corner of said Lot; thence South 89°28'44" West along the South line of said Lot and the said Northerly right-of-way line for 5.00 feet to the said true point of beginning.

Together with and subject to easements, reservations, covenants, and restrictions of record and in view.

1-0288-402-0002-011

That portion Quit Claim Deed recorded under Auditor's File # 2009-032801 described as follows:

That portion of Lot 10, Block 2, Altered Plat of Meadows Springs Ranch No. 1, according to the Plat thereof recorded in Volume 15 of Plats, Page 275, recorded under Auditor's File No. 2005-013123, records of Benton County, Washington **EXCEPT** that portion of Said Lot described as follows:

Commencing at the Southwest corner of said Lot 10; thence South 89°28'44" East along the North right-of-way line of Lesa Marie Lane and the South line of said Lot for 75.10 feet to the **TRUE POINT of BEGINNING**;

Thence North 00°31'16" East on a line parallel to the Southeasterly line of said Lot 10 for 287.83 feet; thence South 45°53'40" East along the perimeter of said Lot for 145.33 feet; thence South 69°27'55" West for 23.78 feet to the Northeast corner of Lot 6, Block 2, Plat of Meadow Springs Ranch No.1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of

Exhibit A to Ordinance No. 27-21

Benton County; thence South 69°27'55" West for 83.66 feet; thence South 00°31'16" West along the Southeasterly line of said Lot 10 for 149.04 feet to the Southeast corner of said Lot; thence South 89°28'44" West along the South line of said Lot and the said Northerly right-of-way line for 5.00 feet to the said true point of beginning.

And EXCEPT that portion of said Lot described as follows:

Beginning at the Northeast corner of Lot 7 Block 2, Plat of Meadow Springs Ranch No.1, recorded in Volume 14 of Plats, Page 26, recorded under Auditor's File No. 811263, records of Benton County, Washington, thence North 00°31'16" West 25 feet, thence Westerly 91.22 feet on a line parallel to the Northern boundary line of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1, thence South 00°31'16" West 25 feet to the Northwest corner of Lot 7, Block 2, Meadow Springs Ranch No. 1, thence Easterly along the Northern boundary line of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1 to the Northeast corner of Lot 7, Block 2, Plat of Meadow Springs Ranch No. 1 and the point of beginning.

1-0288-402-0002-012

Lots 1 through 14 Block 3 of said Plat.

1-0288-402-0003-001	1-0288-402-0003-002	1-0288-402-0003-003
1-0288-402-0003-004	1-0288-402-0003-005	1-0288-402-0003-006
1-0288-402-0003-007	1-0288-402-0003-008	1-0288-402-0003-009
1-0288-402-0003-010	1-0288-402-0003-011	1-0288-402-0003-012
1-0288-402-0003-013	1-0288-402-0003-014	

Lots 1 through 10 Block 4 of said Plat.

1-0288-402-0004-001	1-0288-402-0004-002	1-0288-402-0004-003
1-0288-402-0004-004	1-0288-402-0004-005	1-0288-402-0004-006
1-0288-402-0004-007	1-0288-402-0004-008	1-0288-402-0004-009
1-0288-402-0004-010		

Lot 1 Block 5 of said Plat.

1-0288-402-0005-001

Tract's "A", "B", "C", "D", "E", "F", "G" and "K" of said Plat.

1-0288-402-0006-000	1-0288-402-0007-000	1-0288-402-0008-000
1-0288-402-0009-000	1-0288-402-0010-000	1-0288-402-0011-000
1-0288-402-0012-000	1-0288-402-0015-000	

Together With: That portion of Brian Lane lying within said Plat.

Together With: That portion of Lesa Marie Lane lying within said Plat.

Together With: That portion of Charity Court lying within said Plat.

Together With: That portion of Lesa Marie Court lying within said Plat.

Exhibit A to Ordinance No. 27-21

Together With: That portion of Lorayne "J" Blvd. lying within said Plat.

Except: Any portion of said Plat lying Northeasterly of the Northeasterly right-of-way of Lorayne "J" Blvd.

Together With: The Plat of Meadow Springs Ranch No. 2 as recorded in Volume 14 of Plats, Page 4 records of said County and State.

Lots 1, through 16 Block 1 of said Plat.

1-0288-403-0001-001	1-0288-403-0001-002	1-0288-403-0001-003
1-0288-403-0001-004	1-0288-403-0001-005	1-0288-403-0001-006
1-0288-403-0001-007	1-0288-403-0001-008	1-0288-403-0001-009
1-0288-403-0001-010	1-0288-403-0001-011	1-0288-403-0001-012
1-0288-403-0001-013	1-0288-403-0001-014	1-0288-403-0001-015
1-0288-403-0001-016		

Lots 1, through 16 Block 2 of said Plat.

1-0288-403-0002-001	1-0288-403-0002-002	1-0288-403-0002-003
1-0288-403-0002-004	1-0288-403-0002-005	1-0288-403-0002-006
1-0288-403-0002-007	1-0288-403-0002-008	1-0288-403-0002-009
1-0288-403-0002-010	1-0288-403-0002-011	1-0288-403-0002-012
1-0288-403-0002-013	1-0288-403-0002-014	1-0288-403-0002-015
1-0288-403-0002-016		

Lots 1, through 6 Block 3 of said Plat.

1-0288-403-0003-001	1-0288-403-0003-002	1-0288-403-0003-003
1-0288-403-0003-004	1-0288-403-0003-005	1-0288-403-0003-006

Tract's "A", "B", and "C" of said Plat.

1-0288-403-0004-000	1-0288-403-0005-000	1-0288-403-0006-000
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Together With: That portion of Brian Lane lying within said Plat.

Together With: That portion of Travis Lane lying within said Plat.

Together With: That portion of Brent Lane lying within said Plat.

Together With: The Lorayne "J" Ranch No. 1 as recorded in Volume 10 of Plats, Page 19 records of said County and State.

Lots 1, through 13 Block 1 of said Plat.

1-0288-405-0001-001	1-0288-405-0001-002	1-0288-405-0001-003
1-0288-405-0001-004	1-0288-405-0001-005	1-0288-405-0001-006
1-0288-405-0001-007	1-0288-405-0001-008	1-0288-405-0001-009
1-0288-405-0001-010	1-0288-405-0001-011	1-0288-405-0001-012

Exhibit A to Ordinance No. 27-21

1-0288-405-0001-013

Lots 1, through 14 Block 2 of said Plat.

1-0288-405-0002-001	1-0288-405-0002-002	1-0288-405-0002-003
1-0288-405-0002-004	1-0288-405-0002-005	1-0288-405-0002-006
1-0288-405-0002-007	1-0288-405-0002-008	1-0288-405-0002-009
1-0288-405-0002-010	1-0288-405-0002-011	1-0288-405-0002-012
1-0288-405-0002-013	1-0288-405-0002-014	

Together With: That portion of Bruce Lee Court lying within said Plat.

Together With: That portion of Bruce Lee Lane lying within said Plat.

Together With: That portion of Lorayne "J" Blvd. lying within said Plat.

The Lorayne "J" Ranch No. 2 as recorded in Volume 10 of Plats, Page 40 records of said County and State.

Lots 1, through 7 and the Riding Trail Block 1 of said Plat.

1-0288-404-0001-001	1-0288-404-0001-002	1-0288-404-0001-003
1-0288-404-0001-004	1-0288-404-0001-005	1-0288-404-0001-006
1-0288-404-0001-007	Riding Trail No PID#	

Lots 1 and 2, Block 2 of said Plat

1-0288-404-0002-001	1-0288-404-0002-002
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Lots 1, through 11 and the Riding Trail Block 1 of said Plat.

1-0288-404-0003-001	1-0288-404-0003-002	1-0288-404-0003-003
1-0288-404-0003-004	1-0288-404-0003-005	1-0288-404-0003-006
1-0288-404-0003-007	1-0288-404-0003-008	1-0288-404-0003-009
1-0288-404-0003-010	1-0288-404-0003-011	Riding Trail No PID#

Together With: That portion of Travis Court lying within said Plat.

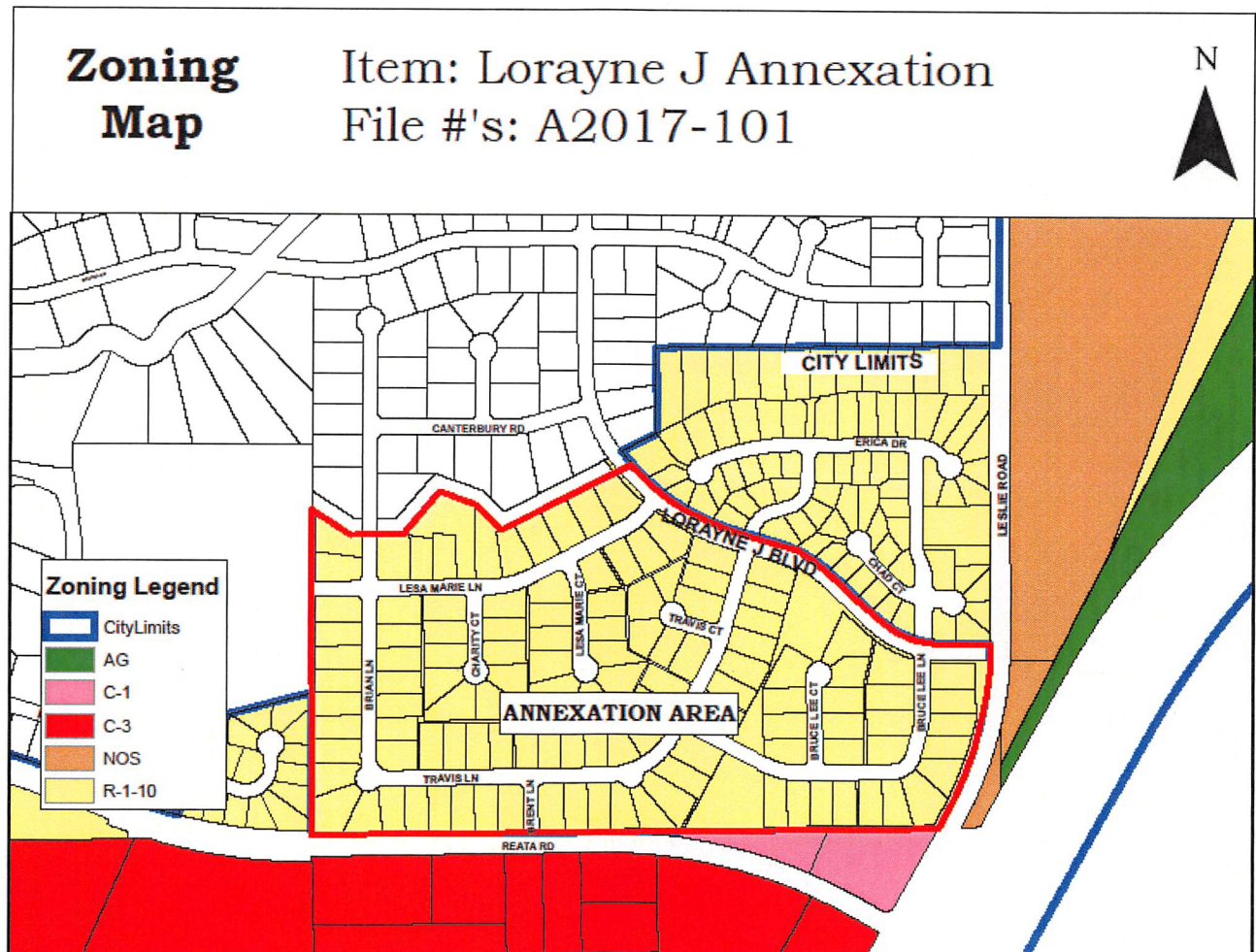
Together With: That portion of Bruce Lee Lane lying within said Plat.

Together With: That portion of Travis Lane lying within said Plat.

Together With: That portion of Lorayne "J" Blvd. lying within said Plat.

EXHIBIT B

ZONING FOR LORAYNE J ANNEXATION





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/7/2021

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 106-21, Authorizing the Relinquishment of an Easement at 1311 Winslow Avenue

Department:
Public Works

Ordinance/Resolution Number:
106-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 106-21, authorizing the City Manager to sign and execute documents necessary to relinquish portions of a utility easement located at 1311 Winslow Avenue as indicated therein.

Summary:

Alan and Seana Mortensen own the property at 1311 Winslow Avenue and have requested that a certain portion of a public utility easement be relinquished in order to expand existing structures. The requested easement is no longer needed for municipal purposes because it has been replaced with a new easement that better matches existing utilities.

RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes. On September 5, 2021, notice was published that a public hearing would be held on September 7, 2021 to take public testimony regarding the surplus action.

Barring any compelling public testimony to the contrary, staff recommends adoption of Resolution No. 106-21.

Fiscal Impact: None; administrative costs are paid by the requesting property owner.

Attachments:

- I. Resolution No. 106-21

RESOLUTION NO. 106-21

A RESOLUTION of the City of Richland declaring surplus and authorizing relinquishment of certain portions of a utility easement lying within 1311 Winslow Avenue.

WHEREAS, the property owners at 1311 Winslow Avenue, Alan and Seana Mortensen, have requested relinquishment of certain portions of a public utility easement to enable expansion of existing structures; and

WHEREAS, the requested easement, as depicted by hatching on **Exhibit A**, is no longer needed for municipal purposes because it has been replaced with a new easement to better match existing utilities; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes; and

WHEREAS, on September 5, 2021, notice was published that a public hearing would be held on September 7, 2021 to take public testimony regarding the surplus action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that a certain portion of the existing easement, originally acquired for utility purposes and described as follows, is hereby found to be surplus to the City's needs:

A portion of a utility easement dedicated to the City of Richland and lying within Block 312, as depicted by hatching on **Exhibit A**

BE IT FURTHER RESOLVED that the consideration in support of this relinquishment, which covers the City's administrative processing fees, shall be paid by the applicant.

BE IT FURTHER RESOLVED that the City Manager of the City of Richland is authorized to sign and execute all documents necessary to relinquish the City's interest in the specific portion of the public utility easement depicted by hatching on **Exhibit A**, and to deliver the same upon payment.

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

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ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of September, 2021.

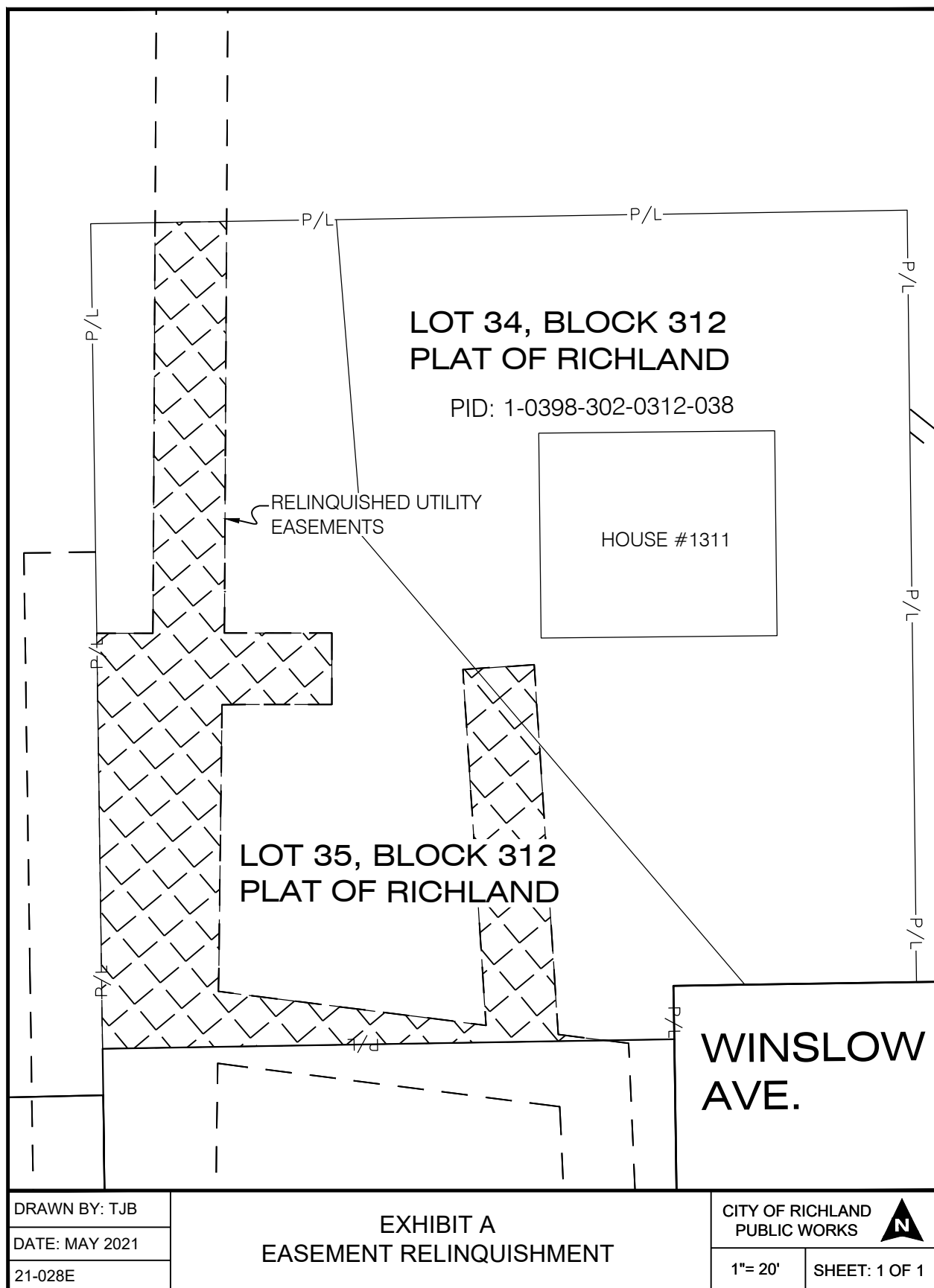
Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/7/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 110-21, Approving the Final Plat of Westcliffe Heights – Phase 4

Department:
Development Services

Ordinance/Resolution Number:
110-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 110-21, approving the final plat of Westcliffe Heights – Phase 4.

Summary:

Bauder Land & Development Inc. has requested final plat approval of Westcliffe Heights – Phase 4, which proposes to divide 62.7 acres into 48 single-family residential lots and seven (7) tracts. This plat is part of the greater preliminary plat of Westcliffe Heights. Incomplete public infrastructure associated with Westcliffe Heights – Phase 4 has been secured through a security and improvement agreement in the amount of \$813,234 (Contract No. 286-21).

Staff recommends adoption of Resolution No. 110-21.

Fiscal Impact:

Final plat approval will foster the creation of 48 new lots available for single-family home construction. The new homes will contribute to Richland's tax base by way of increasing the total assessed value. Additional development will also increase demand for city services.

Attachments:

1. Resolution No. 110-21
2. Vicinity Map

RESOLUTION NO. 110-21

A RESOLUTION of the City of Richland approving the final plat of Westcliffe Heights – Phase 4 subject to the conditions of approval of Technical Advisory Committee Report No. S2017-101, Richland Hearing Examiner's Report No. S2017-101, and the findings and conclusions of the Richland City Council as adopted by Resolution No. 115-17.

WHEREAS, on May 4, 2017, the Richland Hearing Examiner held an open-record public hearing to consider the preliminary plat application of Westcliffe Heights as submitted by Mark Bauder; and

WHEREAS, the Richland Hearing Examiner recommended the Richland City Council conditionally approve the preliminary plat of Westcliffe Heights; and

WHEREAS, on July 18, 2017, Richland City Council held a closed-record hearing to consider the proposed Westcliffe Heights preliminary plat application and the recommendation of the Richland Hearing Examiner. Council took action to approve the preliminary plat request; and

WHEREAS, the public improvements required for the plat of Westcliffe Heights – Phase 4, consisting of 48 lots and five (5) tracts on 62.7 acres, are being constructed in accordance with the conditions of approval contained in Technical Advisory Committee (TAC) Report No. S2017-101 dated May 4, 2017, and the July 6, 2017 Richland Hearing Examiner's Report No. S2017-101; and

WHEREAS, RCW 58.17.130 and RMC 24.24.020 expressly allow developers to post a performance bond or other security in the amount and form satisfactory to the City in lieu of construction of the required improvements prior to final plat approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the final plat of Westcliffe Heights – Phase 4, 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 No. S2017-101, attached hereto and incorporated herein as **Exhibit B**; and
2. The Richland Hearing Examiner's July 6, 2017 Report No. S2017-101, attached hereto and incorporated herein as **Exhibit C**; and
3. The fully executed Security and Improvement Agreement between the City and developer, 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. 115-17.

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 7th day of September, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

SURVEYOR'S CERTIFICATION

I, DAVID P. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REGISTRATION NO. 41028) HEREBY CERTIFY THAT THE PLAT OF WESTCLIFFE HEIGHTS PHASE 4 AS SHOWN HEREON IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE CORRECTLY SHOWN AND THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS STAKED AS SHOWN ON THE PLAT.

Exhibit A to Resolution No. 110-21

PLAT OF
WESTCLIFFE HEIGHTS
PHASE 4

LOCATED IN THE NW 1/4 OF THE SW 1/4, THE NE 1/4 OF THE SW 1/4, THE SW 1/4 OF THE SW 1/4, AND THE SE 1/4 OF THE SW 1/4 OF SECTION 35 AND NE 1/4 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M. AND THE BENTON COUNTY, WASHINGTON

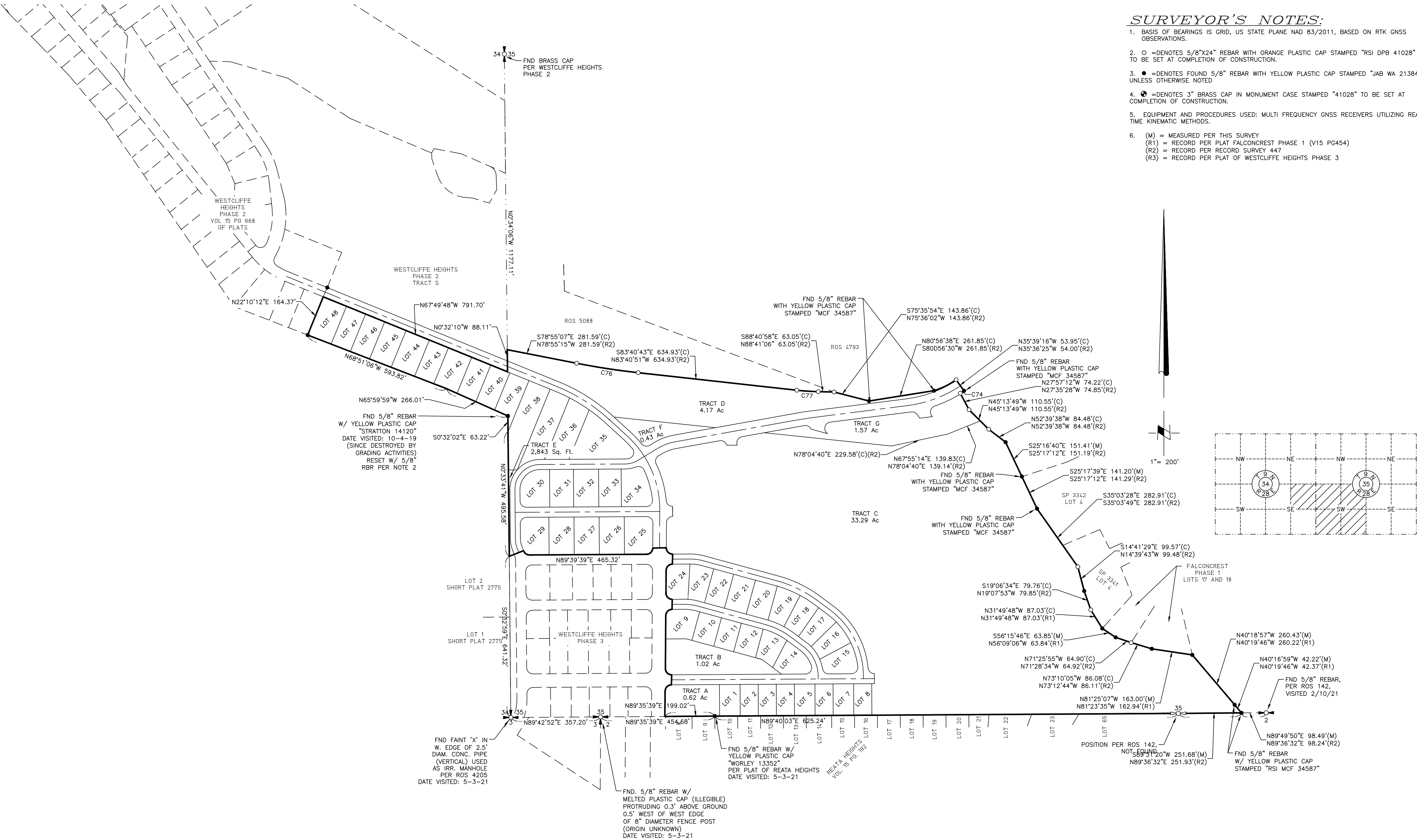


DAVID P. BAALMAN

DATE

SURVEYOR'S NOTES:

1. BASIS OF BEARINGS IS GRID, US STATE PLANE NAD 83/2011, BASED ON RTK GNSS OBSERVATIONS.
2. O = DENOTES 5/8"x24" REBAR WITH ORANGE PLASTIC CAP STAMPED "RSI DPB 41028" TO BE SET AT COMPLETION OF CONSTRUCTION.
3. ● = DENOTES FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "JAB WA 21384", UNLESS OTHERWISE NOTED
4. ● = DENOTES 3" BRASS CAP IN MONUMENT CASE STAMPED "41028" TO BE SET AT COMPLETION OF CONSTRUCTION.
5. EQUIPMENT AND PROCEDURES USED: MULTI FREQUENCY GNSS RECEIVERS UTILIZING REAL TIME KINEMATIC METHODS.
6. (M) = MEASURED PER THIS SURVEY
(R1) = RECORD PER PLAT FALCONCREST PHASE 1 (V15 PG454)
(R2) = RECORD PER RECORD SURVEY 447
(R3) = RECORD PER PLAT OF WESTCLIFFE HEIGHTS PHASE 3



AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF ROGERS SURVEYING INC. RECORDED IN VOLUME OF PLATS, PAGE _____, RECORDS OF BENTON COUNTY, WASHINGTON, AT MINUTES PAST _____, THIS _____ DAY OF _____, 20____.

RSI ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE: (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

16921-PLAT.DWG ALM

PLAT OF
WESTCLIFFE HEIGHTS
PHASE 4

LOCATED IN THE NW 1/4 OF THE SW 1/4, THE NE 1/4
OF THE SW 1/4, THE SW 1/4 OF THE SW 1/4, AND
THE SE 1/4 OF THE SW 1/4 OF SECTION 35 AND
NE 1/4 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 9
NORTH, RANGE 28 EAST, W.M. AND THE
BENTON COUNTY, WASHINGTON

TRACT USE TABLE

TRACT A	STORM DRAIN POND	OWNER CITY OF RICHLAND
TRACT B	STORM DRAIN POND	OWNER CITY OF RICHLAND
TRACT C	FUTURE DEVELOPMENT	OWNER BAUDER LAND & DEVELOPMENT
TRACT D	FUTURE DEVELOPMENT	OWNER BAUDER LAND & DEVELOPMENT
TRACT E	FUTURE DEVELOPMENT	OWNER BAUDER LAND & DEVELOPMENT
TRACT F	FUTURE DEVELOPMENT	OWNER BAUDER LAND & DEVELOPMENT
TRACT G	FUTURE DEVELOPMENT	OWNER BAUDER LAND & DEVELOPMENT

SURVEYOR'S NOTES:

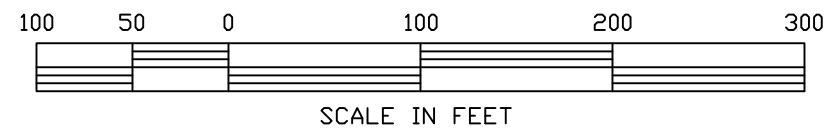
1. BASIS OF BEARINGS IS GRID, US STATE PLANE NAD 83/2011, BASED ON RTK GNSS OBSERVATIONS.
2. O = DENOTES 5/8"x24" REBAR WITH ORANGE PLASTIC CAP STAMPED "RSI DPB 41028" TO BE SET AT COMPLETION OF CONSTRUCTION.
3. ● = DENOTES FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "JAB WA 21384", UNLESS OTHERWISE NOTED.
4. ⊙ = DENOTES 3" BRASS CAP IN MONUMENT CASE STAMPED "41028" TO BE SET AT COMPLETION OF CONSTRUCTION.
5. EQUIPMENT AND PROCEDURES USED: MULTI FREQUENCY GNSS RECEIVERS UTILIZING REAL TIME KINEMATIC METHODS.
6. (M) = MEASURED PER THIS SURVEY
(R1) = RECORD PER PLAT FALCONCREST PHASE 1 (V15 PG454)
(R2) = RECORD PER RECORD SURVEY 447
(R3) = RECORD PER PLAT OF WESTCLIFFE HEIGHTS PHASE 3
7. ——— = SIGHT TRIANGLE PER RMC 12.11.020 SHOWN FOR REFERENCE ONLY.

Curve Table						Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD	CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	38.78	25.00	88°53'12"	S45°13'29"W	35.01	C25	48.48	180.00	15°25'51"	N82°28'57"W	48.33
C2	47.47	25.00	108°47'32"	N35°16'19"E	40.65	C27	38.93	25.00	89°13'25"	S45°02'57"W	35.11
C3	77.32	130.00	34°04'38"	N36°09'46"W	76.18	C28	38.93	25.00	89°13'25"	N45°02'57"E	35.11
C4	3.59	280.00	0°44'07"	N53°34'08"W	3.59	C29	30.28	25.00	69°23'35"	S55°38'33"E	28.46
C5	101.80	280.00	20°49'50"	N64°21'07"W	101.24	C30	1.01	120.00	0°28'57"	N21°11'15"W	1.01
C6	48.92	180.00	15°34'19"	N82°33'11"W	48.77	C31	29.15	80.00	20°52'26"	S10°59'30"E	28.98
C7	38.93	25.00	89°13'25"	S45°02'57"W	35.11	C32	39.36	25.00	90°12'56"	S44°33'11"W	35.42
C8	39.61	25.00	90°46'35"	S44°57'03"E	35.59	C33	39.61	25.00	90°46'35"	N44°57'03"W	35.59
C9	15.82	220.00	4°07'12"	N88°16'45"W	15.82	C34	41.91	25.00	96°03'00"	N41°38'09"E	37.17
C10	43.97	220.00	11°27'07"	N80°29'35"W	43.90	C35	39.18	25.00	89°47'04"	S45°26'49"E	35.29
C11	6.44	320.00	1°09'09"	N74°11'27"W	6.44	C36	125.96	80.00	90°12'52"	S44°33'09"W	113.35
C12	68.63	320.00	12°17'19"	N67°28'13"W	68.50	C38	44.71	120.00	21°20'53"	N78°59'09"E	44.45
C13	45.38	320.00	8°07'28"	N57°15'49"W	45.34	C39	14.15	80.00	10°08'03"	N84°35'34"E	14.13
C14	26.31	170.00	8°51'59"	N48°46'06"W	26.28	C40	37.71	25.00	86°25'47"	N68°28'24"W	34.24
C15	61.45	170.00	20°42'44"	N33°58'44"W	61.12	C41	52.24	25.00	119°43'38"	N19°59'43"E	43.24
C16	39.47	170.00	13°18'06"	N16°58'19"W	39.38	C42	48.58	380.00	7°19'28"	N43°51'50"W	48.54
C17	34.91	25.00	80°00'40"	S50°19'35"E	32.14	C43	86.30	680.00	7°16'17"	N51°09'42"W	86.24
C18	42.24	25.00	96°48'56"	N41°15'37"E	37.39	C44	91.24	680.00	7°41'15"	N58°38'29"W	91.17
C19	99.86	310.00	18°27'25"	N16°22'35"W	99.43	C45	63.43	680.00	5°20'42"	N65°09'27"W	63.41
C20	101.34	310.00	18°43'48"	N14°34'48"W	100.89	C46	122.84	373.00	18°52'10"	N15°49'26"W	122.29
C21	47.97	310.00	8°51'59"	N48°46'06"W	47.92	C47	138.41	150.00	52°52'10"	N26°46'00"W	133.55
C22	68.21	460.00	8°29'45"	N57°26'57"W	68.15	C48	112.92	300.00	21°33'57"	N63°59'03"W	112.25
C23	98.50	460.00	12°16'06"	N67°49'53"W	98.31	C49	54.36	200.00	15°34'19"	N82°33'11"W	54.19
C24	6.44	460.00	0°48'06"	N74°21'59"W	6.44	C50	304.51	330.00	52°52'10"	N26°46'00"W	293.82

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S0°20'32"E	125.40	L23	S74°46'02"E	23.48	L45	N0°33'17"W	61.28	L67	N22°10'12"E	156.24	L77	N74°46'02"W	27.58
L2	S89°40'05"W	10.61	L24	S15°13'58"W	117.77	L46	N21°25'43"W	19.29	L68	N22°10'12"E	158.02	L78	S53°12'05"E	62.40
L3	S0°19'55"E	40.00	L25	S15°13'58"W	117.77	L47	N21°25'43"W	19.29	L69	N22°10'12"E	159.66	L79	S82°55'02"W	50.59
L4	N61°59'30"E	140.23	L26	S15°13'58"W	117.77	L48	N0°33'17"W	106.45	L70	N22°10'12"E	161.12	L80	N58°43'08"E	12.40
L5	N45°59'34"E	140.00	L27	S74°46'02"E	2.73	L49	N0°33'17"W	89.62	L71	N22°10'12"E	162.58	L81	N58°41'08"E	18.15
L6	N34°44'06"E	140.09	L28	S53°12'05"E	19.73	L50	N0°33'17"W	44.79	L72	N22°10'12"E	164.37	L82	N74°48'14"W	68.23
L7	S53°12'05"E	62.40	L29	N27°24'01"E	121.96	L51	N89°39'35"E	38.46	L73	N68°51'06"W	55.74	L83	S89°55'27"W	42.16
L8	S53°12'05"E	62.40	L30	S0°20'32"E	125.41	L52	N0°19'55"W	149.99	L74	S65°59'59"E	44.29	L84	N58°43'08"E	20.95
L9	S53°12'05"E	24.78	L31	S0°20'32"E	125.41	L53	N0°19'55"W	150.00	L75	S89°26'21"W	35.03	L85	N0°32'10"W	44.74
L10	N27°27'16"E	140.02	L32	S0°20'32"E	125.41	L54	N0°19'55"W	150.00	L76	N89°39'35"E	18.66	L86	N0°32'10"W	43.36
L11	N15°13'58"E	140.02	L33	S0°20'32"E	125.41	L55	N0°19'55"W	150.00				L87	S74°46'02"E	14.71
L12	N15°13'58"E	140.00	L34	S0°20'32"E	125.41	L56	N89°39'35"E	15.53				L88	S53°12'05"E	42.66
L13	N15°13'58"E	140.00	L35	S0°20'32"E	125.41	L57	N58°43'08"E	29.70				L89	S53°12'05"E	37.62
L14	S74°46'02"E	23.88	L36	S0°20'32"E	125.41	L58	S47°31'34"E	95.51				L90	S0°19'55"E	11.18
L15	N15°13'58"E	140.00	L37	S0°20'32"E	125.40	L59	S47°31'34"E	95.51				L91	S1°46'40"W	40.03
L16	N3°25'32"E	140.87	L38	S0°26'14"W	100.01	L60	N47°31'34"W	95.51				L92	S1°24'26"W	40.02
L17	S0°26'14"W	90.01	L39	S0°26'14"W	147.92	L61	N67°49'48"W	21.66				L93	N1°29'55"W	40.01
L18	N89°39'39"E	69.00	L40	S0°26'14"W	100.01	L62	N22°10'12"E	220.59				L94	N58°43'08"E	62.15
L19	N89°39'39"E	68.39	L41	N0°19'55"W	150.00	L63	N22°10'12"E	160.43						
L20	S1°24'26"W	40.02	L42	N0°19'55"W	150.00	L64	N22°10'12"E	157.81						
L21	N89°39'39"E	46.83	L43	N0°19'55"W	150.00	L65	N22°10'12"E	155.19						
L22	N15°13'58"E	117.77	L44	N0°19'55"W	150.00	L66	N22°10'12"E	154.77						



DATE



PLAT OF
WESTCLIFFE HEIGHTS
PHASE 4

LOCATED IN THE NW 1/4 OF THE SW 1/4, THE NE 1/4
OF THE SW 1/4, THE SW 1/4 OF THE SW 1/4, AND
THE SE 1/4 OF THE SW 1/4 OF SECTION 35 AND
NE 1/4 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 9
NORTH, RANGE 28 EAST, W.M. AND THE
BENTON COUNTY, WASHINGTON

CITY OF RICHLAND NOTES:

1. ADDRESSES SHOWN IN [BRACKETS] ARE SUBJECT TO CHANGE BY THE CITY OF RICHLAND, ZIP CODE: 99352.
2. THE PLAT OF WESTCLIFFE HEIGHTS PHASE 4 LIES WITHIN THE BOUNDARY OF THE SOUTH RICHLAND COLLECTOR STREET FINANCING PLAT (RMC 12.03). AS SUCH, EACH DWELLING UNIT WITHIN THE PLAT SHALL THEREFORE BE SUBJECT TO THE FEES ADMINISTERED BY THE FINANCE PLAN FOR ANY PHASE SUBMITTED FOR APPROVAL.
3. ALL LANDSCAPED AREAS WITHIN THE PLAT THAT ARE IN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS TO MAINTAIN.
4. THE NORTH SIDE OF EPIC STREET, DETLA STREET, VENTUS STREET, BONITA STREET AND JURUPA STREET, AN THE WEST SIDE OF JURUPA STREET ARE ALL DESIGNATED "NO PARKING"
5. THE HOMEOWNER ASSOCIATION 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 AND OTHER AESTHETIC IMPROVEMENTS.
6. IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEERING DECLARATION OF MASS GRADING FOR WESTCLIFFE HEIGHTS DEVELOPMENTS, PHASE 3 AND PAGES 4-6 PREPARED BY APPLUS RTD, THE USE OF SHALLOW INFILTRATION TRENCHES OR SURFACE SWALES FOR THE DISPOSAL AND/OR MANAGEMENT OF STORMWATER AT EACH HOME SITE IS REQUIRED DUE TO SHALLOW BEDROCK AT SOME LOCATIONS OF THE SITE. SEE AFOREMENTIONED LETTERS AND THE ORIGINAL GEOTECHNICAL ENGINEERING REPORT FOR WESTCLIFFE HEIGHTS PHASE 3 BY WHITE SHIELD, INC. DATED 1/7/2020

APPROVALS

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

CITY MANAGER	DATE
CITY CLERK	DATE
CITY ENGINEER	DATE

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN THE BOUNDARIES OF THE BADGER MOUNTAIN IRRIGATION DISTRICT, AND 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 56.17.310 AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____.

BADGER MOUNTAIN IRRIGATION DISTRICT	DATE
-------------------------------------	------

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20____. PARCEL NUMBER:_____

BENTON COUNTY TREASURER	DATE
BENTON COUNTY ASSESSOR	DATE

OWNERS CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS THAT WE ARE THE OWNERS OF THE LAND SHOWN ON THE PLAT OF WESTCLIFFE HEIGHTS PHASE 4, HEREBY DECLARE SAID PLAT AND DEDICATE TO THE PUBLIC, FOR THE USE OF THE PUBLIC FOREVER, ALL EASEMENTS AND RIGHT OF WAYS AS SHOWN HEREON. TRACTS A & B ARE HEREBY DEDICATED TO THE CITY OF RICHLAND.

JESSICA HOLLANDSWORTH
BAUDER LAND & DEVELOPMENT INC.

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JESSICA HOLLANDSWORTH 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 _____ OF BAUDER LAND & DEVELOPMENT INC TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____

SIGNATURE:_____

TITLE: NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT:_____

MY APPOINTMENT EXPIRES:_____

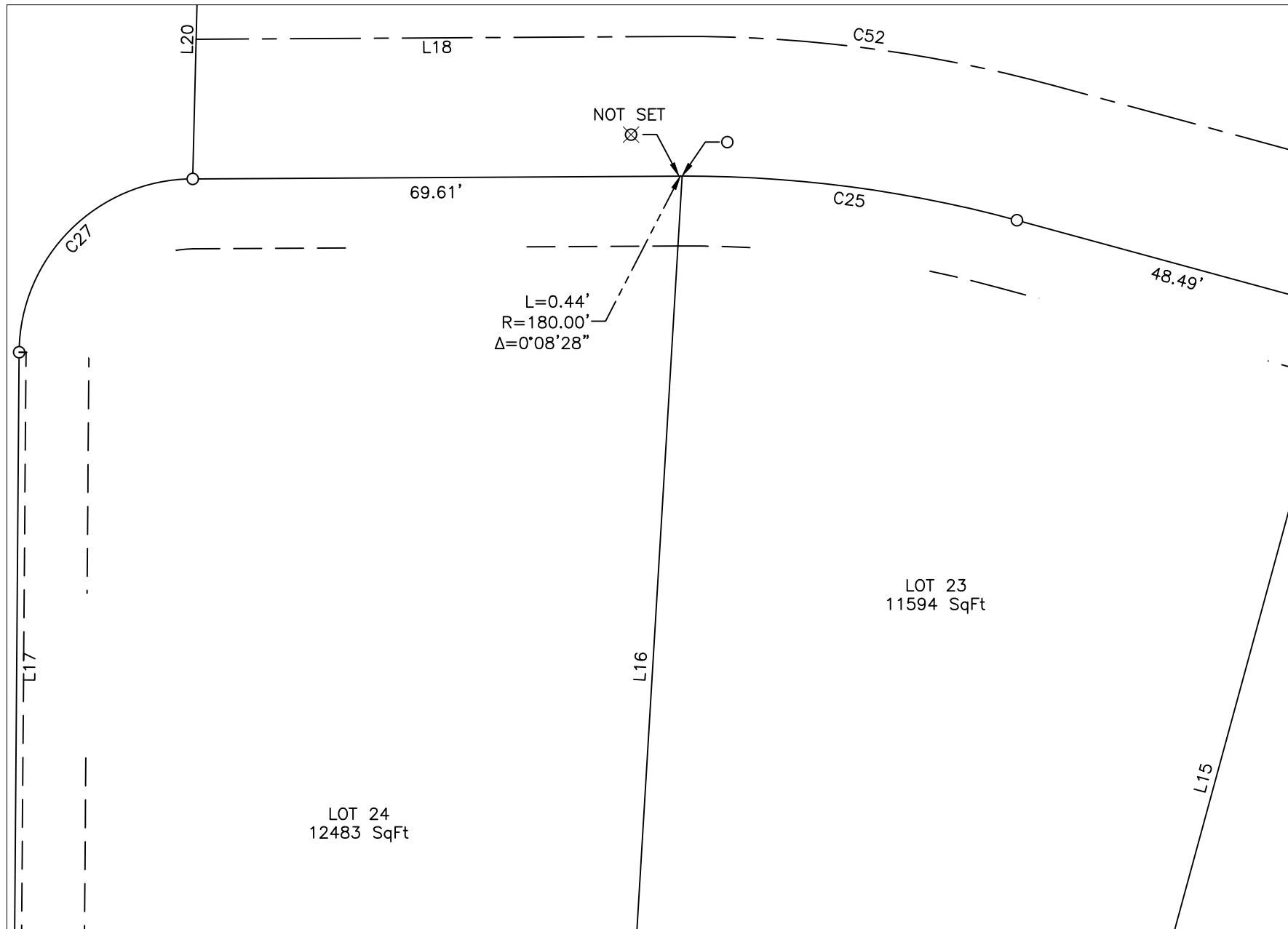
LEGAL DESCRIPTION

TRACT C, PLAT OF WESTCLIFFE HEIGHTS PHASE 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 0717, RECORDS OF BENTON COUNTY, WASHINGTON.

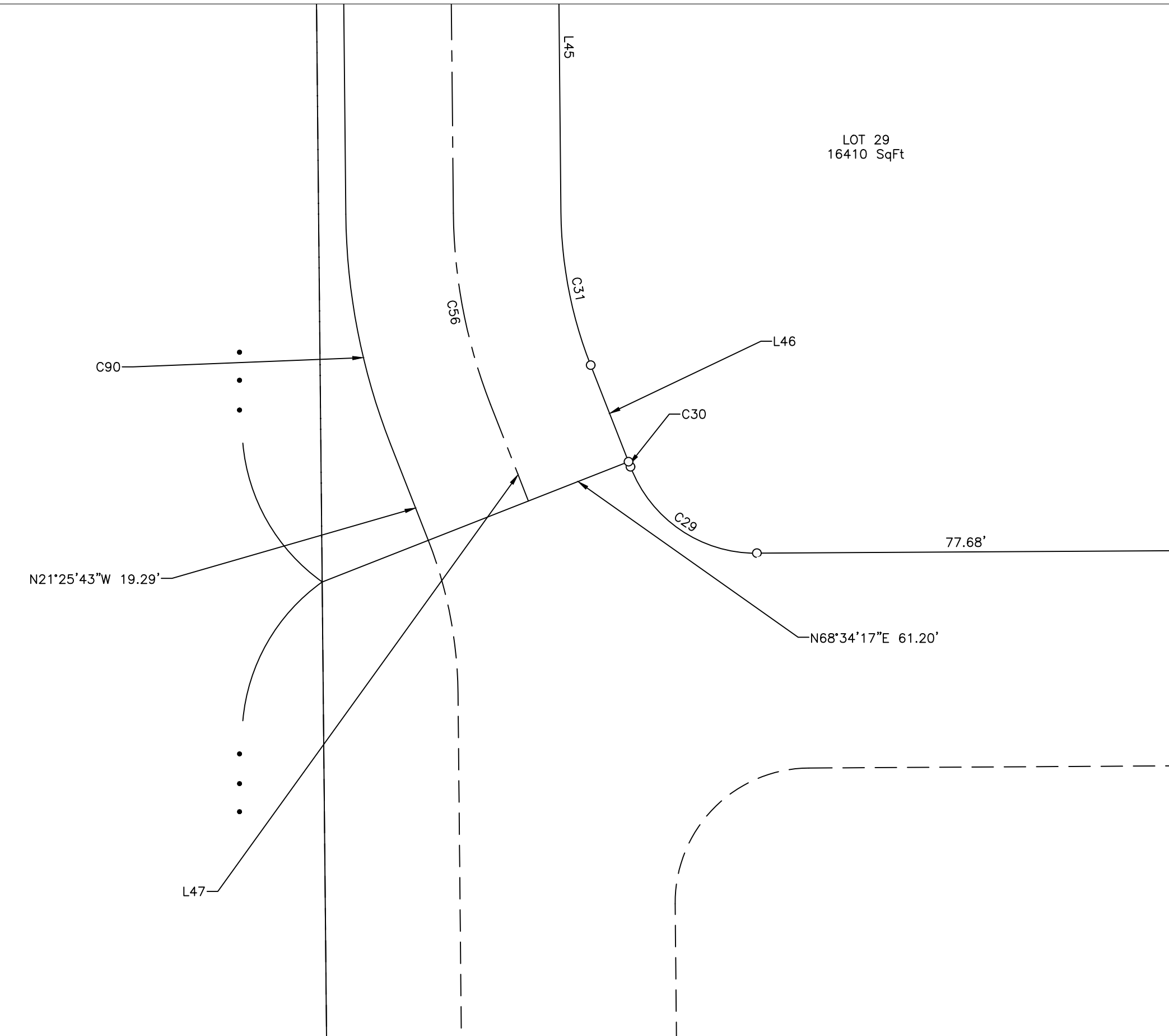
TOGETHER WITH TRACT D, PLAT OF WESTCLIFFE HEIGHTS PHASE 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 0717, RECORDS OF BENTON COUNTY, WASHINGTON.

TOGETHER WITH TRACT N, PLAT OF WESTCLIFFE HEIGHTS PHASE 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 666, RECORDS OF BENTON COUNTY, WASHINGTON.

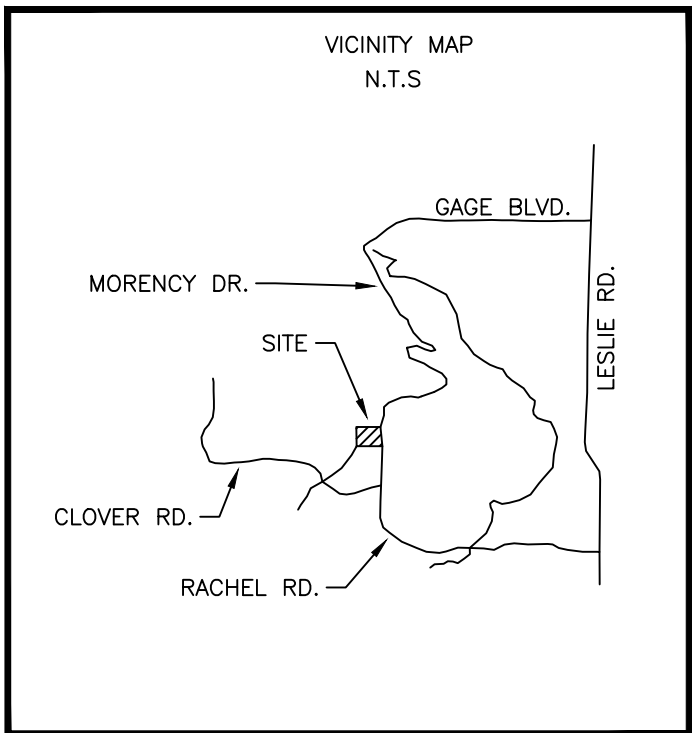
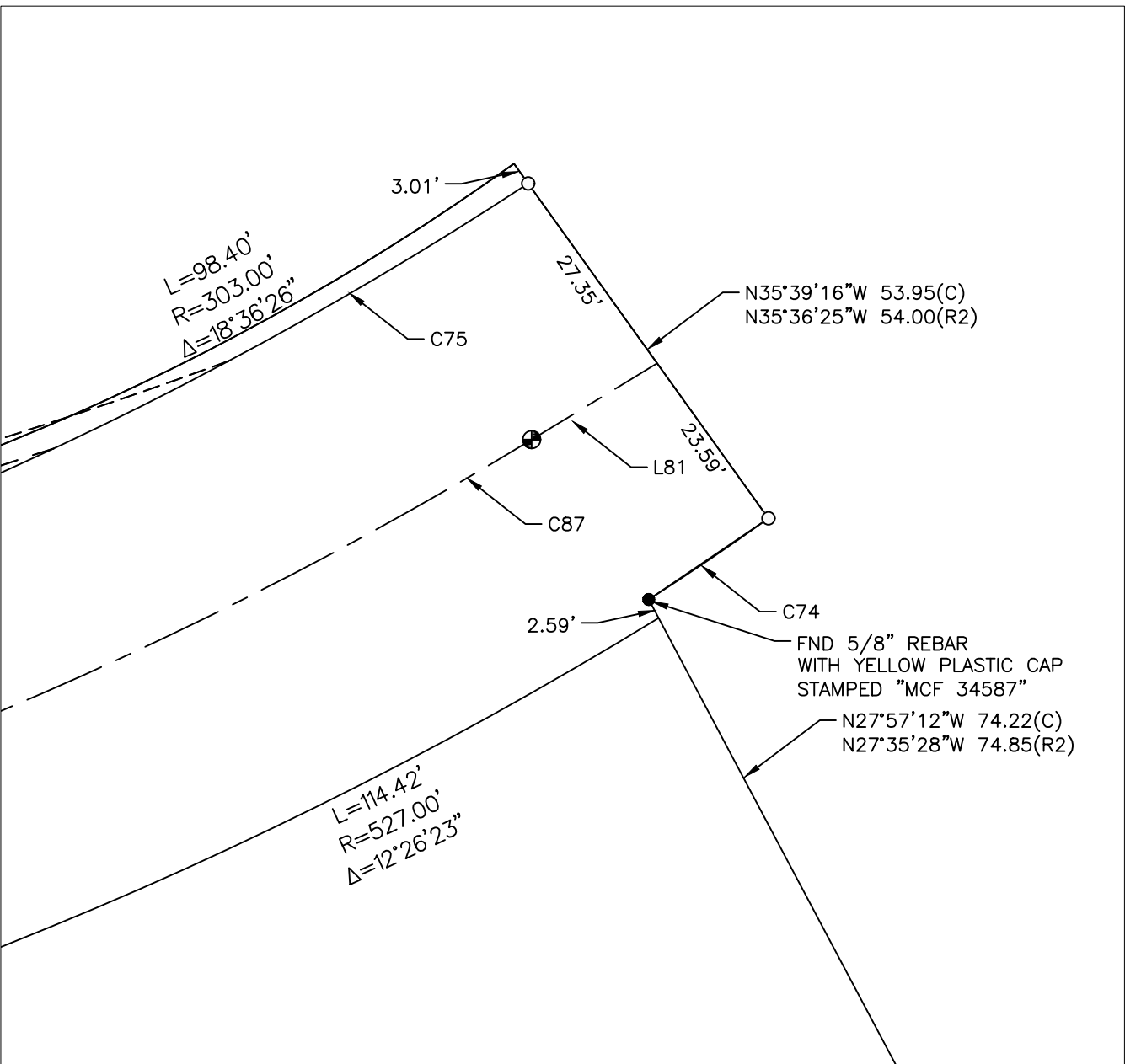
DETAIL A



DETAIL B



DETAIL C

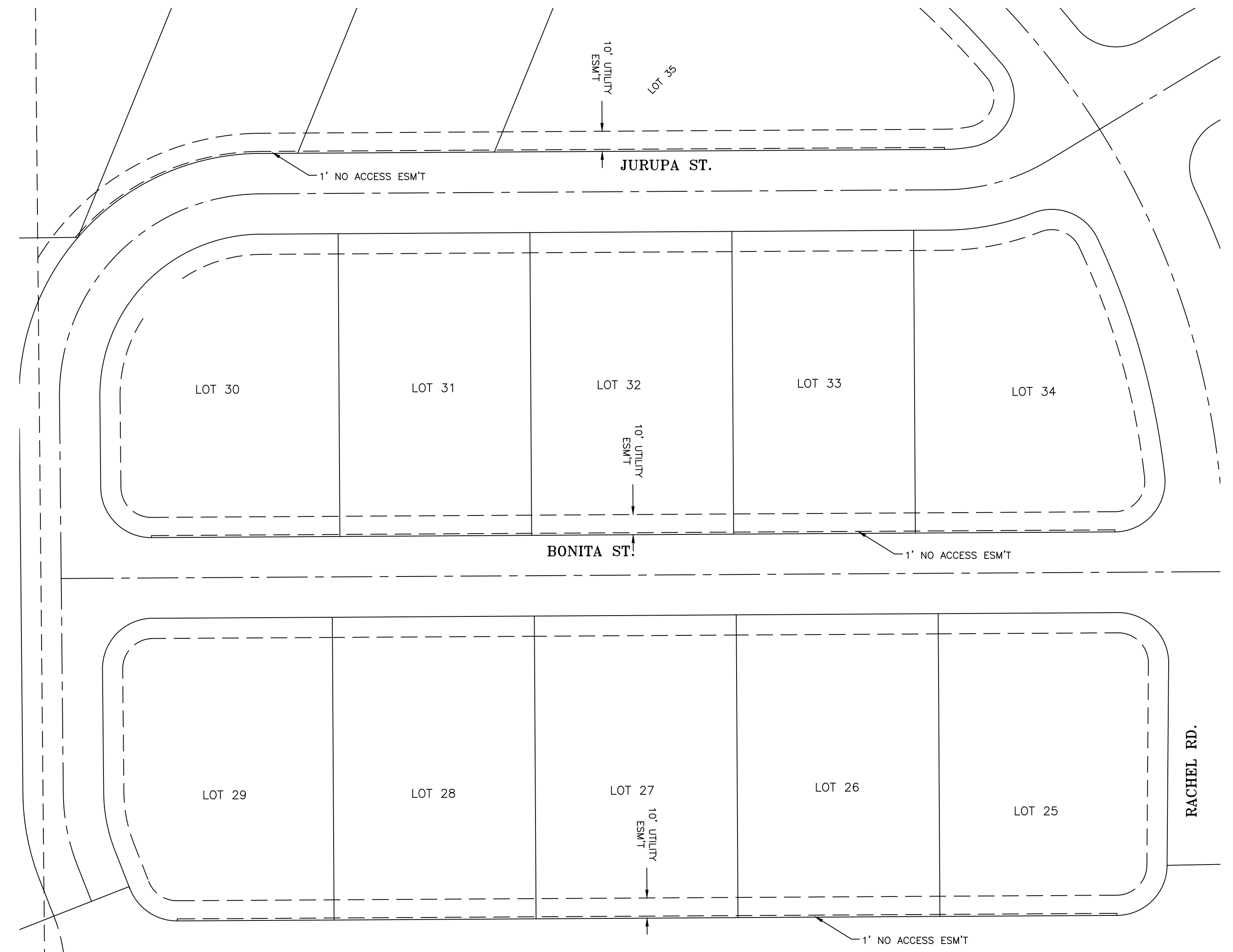
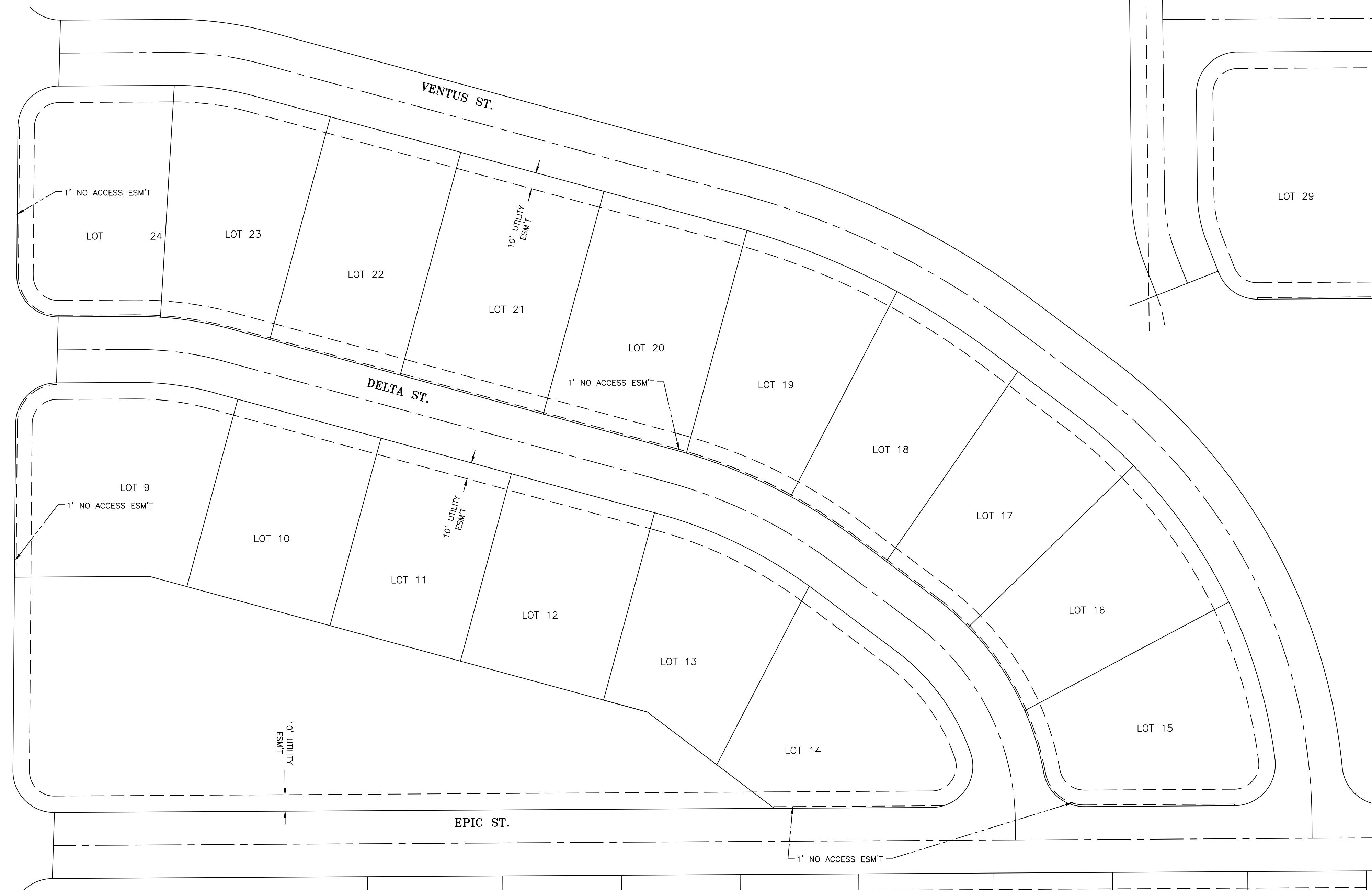


DATE _____

PLAT OF
WESTCLIFFE HEIGHTS
PHASE 4

CITY OF RICHLAND "NO ACCESS" EASEMENT DETAILS

LOCATED IN THE NW 1/4 OF THE SW 1/4, THE NE 1/4
OF THE SW 1/4, THE SW 1/4 OF THE SW 1/4, AND
THE SE 1/4 OF THE SW 1/4 OF SECTION 35 AND
NE 1/4 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 9
NORTH, RANGE 28 EAST, W.M. AND THE
BENTON COUNTY, WASHINGTON

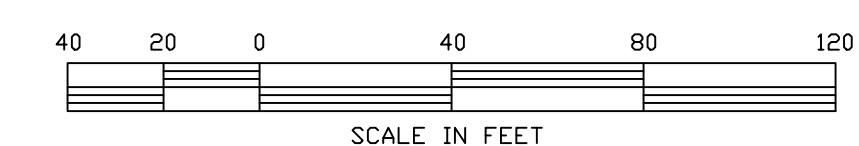


CITY OF RICHLAND NOTES:

7. 1' NO ACCESS EASEMENTS HEREON DEDICATED BENEFIT THE CITY OF RICHLAND. NO DIRECT VEHICULAR ACCESS SHALL BE ALLOWED WITHIN SAID EASEMENTS.



DATE _____



(S2017-101 – Westcliffe Heights)

**RICHLAND PLANNING COMMISSION
TECHNICAL ADVISORY COMMITTEE REPORT
MAY 4, 2017**

APPLICANT: MARK BAUDER

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE 140.3 ACRES INTO
203 RESIDENTIAL LOTS, (WESTCLIFFE HEIGHTS)

LOCATION: IMMEDIATELY SOUTH OF THE INTERSECTION OF FERRARA LANE
AND SICILY LANE (WESTCLIFFE)

ENGINEER: PBS ENGINEERING

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:

Pre-Plat Specific Corrections:

1. Tract "D" should be labeled as a "Storm Drainage Tract" and not as "Future Development", per discussions with the developer and his engineer.
2. The BMID pond needs to be shown on sheet 1.

General Conditions:

3. Portions of the plat are subject to the City's wild land fire protection requirements. To ensure that future lot buyers are properly informed of the specific wild land fire requirements, the following note shall be placed on the final plat: *"The following lots within the plat are subject to the City's Wild Land Fire Protection requirements as delineated in Richland Municipal Code Section 21.01.030 or as they may be subsequently modified. Lots 1-19 shall be subject to these requirements. All structures built on these lots must be developed with non-combustible siding, soffit and skirting on the side adjacent to the wild-land area. Decks or porches 36 inches or less in height shall have skirting if within 30 feet of adjacent wild-land areas when the wild-land area is in excess of five contiguous acres. Skirting shall be sufficiently constructed so as not to allow the accumulation of combustible material under the deck or porch. The area under the deck or porch shall not be used for storage."*
4. Subsequent final plat phases shall be designed and submitted in substantial conformance with the preliminary plat referenced in the May 4, 2017 staff report (Exhibit 1).
5. Dedication of Tract C referenced as Exhibit 1 in the May 4, 2017 staff report, to the City of Richland Parks and Public Facilities Department shall fully satisfy parks impact fee payment requirements for all lots belonging to Westcliffe Heights.
6. All final plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in the specified 24 x 36 (and electronic) format. When construction of the infrastructure has been substantially completed, the applicant shall provide paper, mylar and electronic record drawings in accordance with the City's

"Record Drawing Requirements". The electronic as-built record drawings shall be submitted in AutoCAD format compatible with the City's standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting, along with the multiple sets of paper drawings. The mylar record drawings (including street lights) shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

7. 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.
8. 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.
9. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way permit prior to construction. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the final plan submittal.
10. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
11. 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.
12. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Civil and Environmental Engineering Division at 942-7500 to schedule a pre-construction conference.
13. 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'.
14. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
15. 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/>
16. 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.

17. 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:

18. Public improvement design shall follow the following general format:
 - A. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - B. Storm sewer shall be aligned on the south and east side of street centerlines.
 - C. 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.
 - D. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - E. Water lines shall be aligned on the south and east side of street centerlines.
 - F. Watermains larger than 8-inches in diameter shall be ductile iron.
 - G. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
 - H. All watermains outside areas zoned R1 shall be ductile iron.
 - I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - J. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC, C900 PVC or ductile iron. 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.
 - K. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - L. 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.
 - M. The minimum centerline radius for local streets shall be 100-feet.
 - N. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - O. A 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.
 - P. A detailed grading plan shall be included in the submitted plan set.
 - Q. 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.
 - R. 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.
 - S. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - T. 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.
 - U. 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.
 - V. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).

- W. 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.
 - X. 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.).
 - Y. 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.
19. 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.
20. 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.
21. 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 the 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:

22. The Westcliffe Heights 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). The developer of this proposed project shall receive “credits” for construction of Queensgate Drive as allowed under the City’s South Richland Collector Street Financing Plan.
23.
 - A) The off-site portion of Queensgate Drive and “Primary Drive” shall be constructed to the City’s standard rural road section at the same time that the initial phase is constructed.
 - B) The “primary drive” shall be constructed to establish an access route connecting Morency Drive to Queensgate Drive prior to the final platting of the 26th lot belonging to Phases 3 through 7 as indicated on the Preliminary Phase Exhibit sheet of Exhibit 1 as contained in the May 4, 2017 staff report.
 - C) The applicant shall obtain all necessary right-of-way permits from Benton County prior to constructing road connections to Jurupa Street and Rachel Road.
24. The maximum centerline finish grade for the proposed Queensgate Drive shall be no more than 10%.
25. NEW COMMENT: 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.
26. All proposed Right of Ways that are narrower than 54-feet shall have parking restricted, as per City standards. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense. The restricted parking areas shall be indicated on the construction plans and the final plat.
27. All private roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.
28. Any private roads narrower than 34-feet shall have parking restricted on one side, and any roads 28-feet or narrower shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense.
29. Sidewalks shall be installed along all public Right of Way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, etc.).
30. 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:

31. The proposed preliminary plat is located within both the Tapteal 4 and 5 water pressure zones. It shall be the responsibility of the developer to install the appropriate infrastructure to serve domestic water at the correct pressure(s) to the entire plat. This may require parallel water mains in some roads.
32. There are existing water mains within the boundary of this preliminary plat. As development proceeds over these mains it shall be the responsibility of the developer to re-lay them at the correct depth and/or relocate them to be within future Right of Ways.
33. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of water mains where needed.
34. Domestic water shall be extended to the adjoining properties adjacent to the plat.
35. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer:

36. There are multiple off-site locations available to extend sanitary sewer to this project. It shall be the responsibility of the developer to extend a sewer main to this property to serve sanitary sewer at the time of plat construction.
37. Sanitary sewer shall be extended to all adjoining uphill properties adjacent to the plat.
38. 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.

Storm Water:

39. 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.
40. 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.

41. 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 Barbra 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.
42. 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.
43. 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.
44. 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").
45. 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.
46. As per RMC chapter 24.20.070 and the City of Richland's Comprehensive Stormwater Management Plan, 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.
47. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
48. 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.
49. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation

meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.

50. 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.

Electrical Service:

51. Provide a ten (10) foot electrical utility easement following the south line of the access easement shown on Sheet 3 of the preliminary plat leading from the "secondary drive" to the City reservoirs, noted as easement 1.
52. The electrical service for Westcliffe Heights will be accomplished by extending a 750mcm feeder circuit from the Westcliffe development up Queensgate Drive. This feeder will be extended through the Westcliffe Heights development and connect to an existing feeder circuit in Falcon Crest. This will complete a feeder loop improving the system reliability. The residential lots will be served from distribution circuits that are fed from the feeder circuit extended through the development. Infrastructure for a future feeder tie to Rachel Road will also be installed during this development.

Final Platting Requirements:

53. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
54. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final acceptance. Off-site ("third party") easements for City infrastructure are the responsibility of the developer to obtain. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.
55. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
56. 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.
57. NEW COMMENT: 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.

- 58. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the property owners to maintain.
- 59. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
- 60. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
- 61. Any restricted parking areas shall be indicated on the final plats.



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

**FINDINGS, CONCLUSIONS AND
RECOMMENDATION OF APPROVAL
“WESTCLIFFE HEIGHTS” PRELIMINARY PLAT**

FILE NUMBER: S2017-101

APPLICANT: MARK BAUDER

APPLICATION: TO SUBDIVIDE 140.3 ACRES INTO 203 SINGLE FAMILY RESIDENTIAL LOTS
AND ELEVEN (11) TRACTS

LOCATION: IN THE SOUTH RICHLAND AREA, ON FOUR PARCELS THAT FORM MUCH OF
THE CREST OF LITTLE BADGER MOUNTAIN, RUNNING FOR ABOUT 1.3 MILES
IN A NORTHWEST TO SOUTHEAST ORIENTATION, GENERALLY EAST OF
BERMUDA ROAD AND WEST OF MEADOW HILLS DRIVE.

PARCEL NUMBERS: BENTON COUNTY ASSESSOR PARCEL NOS. 134981000005000
134981000006006, 135983000001044, AND 135983000001040.
NOTE: PARCEL No. 135983000001039 IS ALSO INCLUDED FOR PURPOSES OF THE SEPA DNS ISSUED
FOR SITE-GRADING ACTIVITIES ASSOCIATED WITH THE PROPOSAL. (SEE LIST ON EX. 1, PRELIMINARY PLAT SITE
PLAN, COVER SHEET, SHEET 1 OF 5; AND EX. 5, SEPA DNS FOR SITE-GRADING).

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

SUMMARY OF RECOMMENDATION: *APPROVE*, SUBJECT TO CONDITIONS

DATE OF RECOMMENDATION: JULY 6, 2017

I. PROJECT DESCRIPTION AND SUMMARY of PROCEEDINGS.

Mark Bauder, as the project applicant and owner of the property at issue in this matter, submitted the underlying application to subdivide the property on or about February 3, 2017. (*Exhibit 2, Preliminary Plat Application*).

The proposed subdivision would divide approximately 140 acres into a development site with 203 single family residential lots known as the Westcliffe Heights Preliminary Plat, which will be served by City utilities, include internal streets, and eleven (11) tracts. (*Staff Report, pages 2 and 8; Exhibit 1, Preliminary Plat Site Plan; Ex. 2, application*).

Sitting atop the hill known locally as “Little Badger Mountain”, the proposed plat site consists of arid sagebrush steppe/grassland and two municipal water tanks on a single hillcrest that is generally oriented northwest to southeast. On the north side, the hill experiences a vertical gain of approximately 510-feet – rising up from Meadow Hills Drive. The south side of the hill experiences a more gradual slope with an approximate vertical gain of 300-feet, using the orchard edge as a marker for the base. Multiple areas within the site are designated as critical areas due to high erosion potential and/or steep slopes.

Lands located east and north of the site are predominantly developed with single-family residential neighborhoods while land in the southern and western vicinities continues to be used for orchard/agricultural purposes. Some neighboring properties to the north and south contain similar orchards and natural sagebrush together with a single-family home site owned by the Wilson family.

Generally, the proposed plat is situated in an area of vacant land on the western fringe of urban South Richland, with neighborhoods to the east, north and south, and with large open expanses of orchard land generally to the west.

The proposed Westcliffe Plat borders the city limits in the southwest corner where proposed Tracts J & K are shown, and along the southerly boundary of the plat. A single-family residential neighborhood named “Reata Heights”, which was platted in 2002, lies south of the plat boundary, in unincorporated Benton County. (*Staff Report, page 7; Ex. 13, site photos; Site Visit*).

SEPA Compliance.

Exhibit 4 is the Environmental Checklist submitted by the applicant for project-related grading work on the steep site, and *Exhibit 5* is the City’s Determination of Non-Significance (DNS) for grading. The SEPA comment period for site-grading expired on December 19, 2016, with no one submitting any comments.

Exhibit 6 is the Environmental checklist submitted by the applicant for the proposed plat itself, and *Exhibit 7* is the *Mitigated Determination of Non-Significance* issued for the plat, issued on

March 7, 2017, which includes seven (7) specific SEPA mitigation measures for the project, which read as follows:

- 1) Prior to the City accepting the first phase final plat, the proponent must have performed and submit to the City the results of a site-wide geologic hazards study and technical report. Said geologic technical report shall include assurance in the form of a letter from the geologic consultant who prepared the required study and report stating that the activity creates minimal risk of danger to life or property on or off the project site.
- 2) The off-site portion of Queensgate Drive and “Primary Drive” shall be constructed to the City’s standard rural road section at the same time that phase 1 is constructed.
- 3) The Westcliffe Heights residential subdivision, or any subsequent name thereof, is subject to dedication or payment of fees for park, recreation and open space land in accordance with the provisions of Richland Municipal Code Section 22.12.
- 4) The Westcliffe Heights residential subdivision, or any subsequent name thereof, is subject to payment of traffic impact fees in accordance with the provisions of Richland Municipal Code Chapter 12.03.
- 5) Stormwater control measures shall be implemented during construction activities, utilizing best management practices in accordance with the Storm Water Control Manual for Eastern Washington and as identified by permit conditions issued by the City of Richland and or the Washington State Department of Ecology.
- 6) An erosion control plan shall be prepared by the applicant and submitted to the City of Richland for review and approval. Erosion control measures shall be maintained throughout the construction of the project.
- 7) If during grading and construction activities archeological resources are uncovered, the developer shall suspend work in that particular area and contact the Washington State Office of Archeology and Historic Preservation to determine a plan for mitigation of the disturbance to the resource.

The SEPA comment period for the MDNS expired on March 22, 2017, with only a single written SEPA comment received on March 16th from the Department of Ecology relating to stormwater NPDES permitting (erosion sediment control plan requirements), and potential soil contamination issues (based upon the historical agricultural use of the land, and the possibility the soil might contain residual concentrations of pesticides), a copy of which is included in the record as part of *Exhibit 8*.

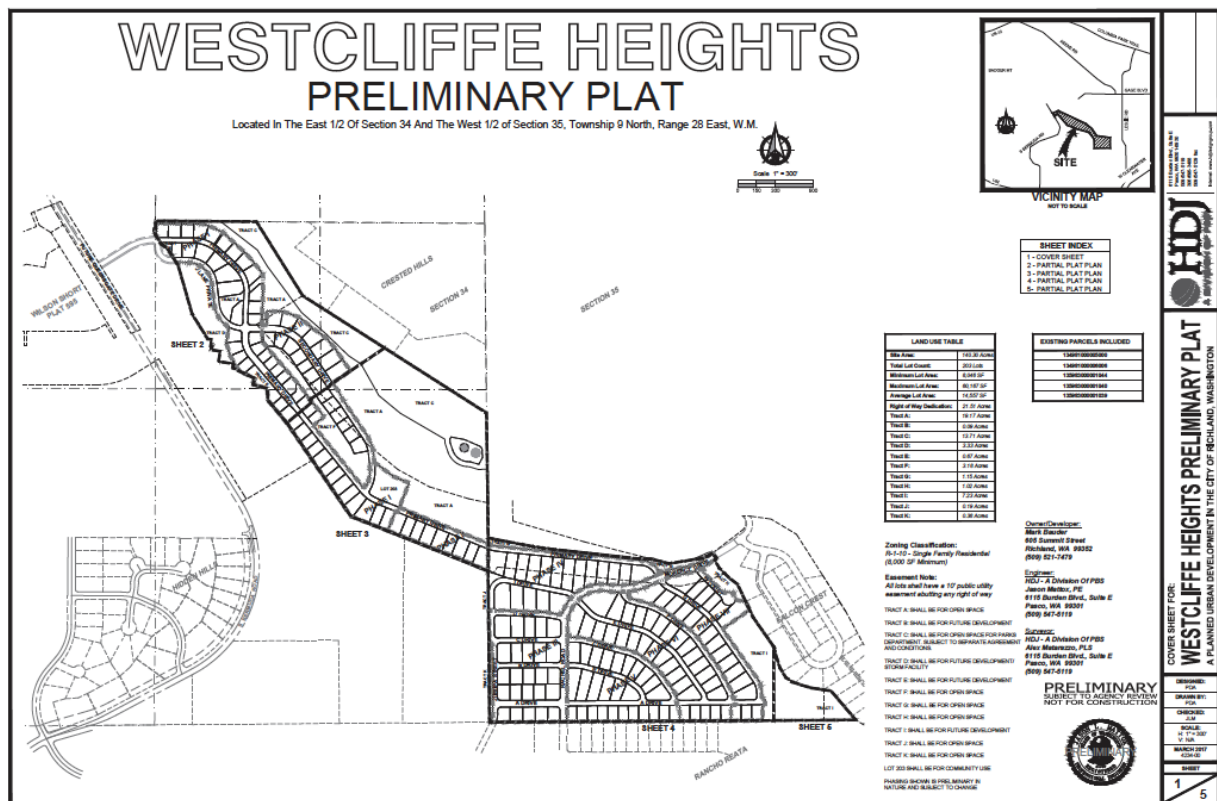
No local residents submitted any written comments regarding the DNS for grading or the MDNS for the plat before the applicable SEPA comment periods expired. Only the Department of Ecology’s Central Regional Office provided timely comments regarding the MDNS, which gives that agency standing to pursue an appeal of the environmental determination for the project. No one appealed either of the SEPA threshold determinations issued for the project. (*See WAC 197-11-545, re: failure to provide timely comment is construed as lack of objection to environmental analysis*). With such documentation and process, the pending application satisfied applicable SEPA review requirements, and stands unchallenged for purposes of this Recommendation.

Public Hearing.

The open-record public hearing for the application occurred on May 4, 2017, wherein the undersigned Examiner presided, and all persons wishing to provide comments were heard, providing testimony under oath. City staff, Applicant representatives and interested citizens appeared at the hearing or submitted written comments regarding the proposed plat. 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 again after the hearing.

For the reader's convenience, a copy of the Cover Page from the site plans for the proposed plat is provided below:

Exhibit 1



II. CONTENTS OF RECORD.

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding “Westcliffe Heights” Preliminary Plat, File No. S2017-101, dated May 4, 2017;

1. Preliminary Plat site plan;
2. Application;
3. Public Notices and affidavits confirming same;
4. Environmental Checklist, for site-grading activities;
5. SEPA Determination of Non-Significance (DNS), for grading;
6. Environmental Checklist, for the proposed plat;
7. SEPA Mitigated Determination of Non-significance (MDNS), for the proposed plat;
8. Written Comments, including those submitted by members of the public at the hearing, and photos referenced by local residents at the hearing;
9. Technical Advisory Committee Report (as REVISED, and forwarded to the Examiner on May 12, 2017;
10. RMC 22.12 – Parks Dedication;
11. Queensgate Traffic Study;
12. Geotechnical Report;
13. Site Photos;
14. Benton County Engineer comments regarding the proposed Westcliffe Heights subdivision, provided before the hearing, in the form on an email dated April 28, 2017, to Shane O’Neill, from Jeff Liner, forwarding proposed condition requested by Benton County, issued by Matt Rasmussen, PE, County Engineer for Benton County. (In this message, the County Engineer seeks to include the following requirements:
“The connection to the current terminus of Morency /drive and the connection of “Primary Drive” from Morency Drive/Rachel Road to “Future Queensgate Drive” and the connection of “Future Queensgate Drive” to the current terminus of Queensgate Drive shall be complete prior to or concurrent with any construction of lots or roadways accessing Rachel Road and/or Jurupa Street. [And, a] Road Approach Permit is required from the office of the Benton County Engineer for connections to Rachel Road and Jurupa Street.”)

Post Hearing Exhibits:

15. City Council meeting materials re: Transportation Impact Fee Program, updates as of 2012, major South Richland transportation infrastructure

- improvements to be funded by such fees, transmitted as a large attachment to the Examiner as requested at the public hearing, from Mr. O'Neill and Mr. Simon on May 12, 2017; and
16. Transportation Impact Fee Update 2012, Excel Spreadsheet showing city's fee calculations for portions of the city, particularly the area where the proposed plat is located in South Richland, identified as "Zone 1" for fee-assessment purposes; lists projects to be funded by impact fees, and for which developers may be eligible for credits if they dedicate lands or expend funds to move such projects forward. This information was requested by the Examiner at the public hearing, and was provided to the Examiner in the form of an email transmitted on May 15, 2017.

Following receipt of the requested post-hearing materials, the Record is closed and this decision is now in order. The Recommendation is delayed due to the volume of materials reviewed to address comments, and due to an electronic transmission challenge in receiving complete copies of some exhibits that are included in the record.

Testimony/Comments: The following persons were sworn and provided testimony under oath at the open-record hearing:

1. Shane O'Neill, Senior Planner, for the City of Richland; and
2. Jason L. Mattox, PE, Senior Engineer/Operations Manager with the PBS Engineering firm, for the applicant;
3. Greg Conover, lives on SE side of proposed plat, towards winery;
4. Jeuno Choe, lives along Falcon Crest Loop, shared photos of vehicle that crashed into his house in or about 2014;
5. Roger Snyder, local resident, expressed concerns about increased traffic along Morency, speeds, safety;
6. Denise Bruce, lives along Rachel Road in unincorporated Benton County;
7. Estella Romjue, of the Badger Mountain Winery, to the south of the plat;
8. Sam Amato, since 2012, resides on Morency Drive, expressed concerns with litter, safety, speed;
9. Bill Bowen, expressed concerns with proposed connections to Jarupa and Rachel Road;
10. J. Raftovich, expressed preference that Little Badger Mountain should be a preserve, left as open space;
11. Janice Simonson, resides along Rachel Drive in the county, not opposed to project but concerned with increased traffic on county roads;
12. Marilyn Taylor, expressed concerns about Bermuda Road;
13. Marlisa Loschvie, works at Badger Mountain Winery, expressed concerns with additional traffic and other perceived impacts;
14. Tony Waldo, commented on Bermuda extension and Rachel Road;
15. Luann Ostergaard, local resident, enjoys riding horse in area, questioned impacts on existing plants and wildlife in the area;
16. Chandra Romel, enjoys hiking in the area, questioned environmental review;

17. Mollie Schlotthauer, Secretary of the Crested Hills HOA, lives on corner of Morency and Clermont, questioned TIA for project, focused on impacts to Morency because she believes Queensgate is just a myth, traffic impacts on local streets, notes school buses do not travel above where she lives;
18. Paul Zalubil, resides on Morency at bottom of hill;
19. Dave Culley, Crested Hills HoA member, expressed concerns about traffic along Morency;
20. Craig Whitely, resides on Morency Drive, Crested Hills Homeowners Association Board Member, described his personal traffic timing observations, believes that travel through Crested Hills neighborhood is shorter and quicker route for residents of the proposed new plat, which could cause perhaps the largest migration change in Richland. Questioned Benton County review of proposed connections by new plat to county roads. Traffic impact questions, especially on local streets in the area (*NOTE: Mr. Whiteley/the Crested Hills HOA submitted written materials before and after the hearing that are included as part of Exhibit 8*).
21. Jeffrey Peters, Transportation and Development Manager for the City of Richland, responded to several comments, noted “traffic calming” efforts by the city to address complaints about speeds and traffic in neighborhoods.

III. APPLICABLE LAW.

Under applicable provisions of the Richland Municipal Code (RMC), a preliminary plat¹ 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 In this Recommendation and exhibits included in the Record, preliminary plat and preliminary subdivision mean the same thing, and use of one term should be read to apply to the other to the extent anyone views the terms to have distinct meanings, which for the purposes of this Recommendation, they do not.

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)² and reads as follows:

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.

² "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 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; and (b) the public use and interest will be served by the platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the legislative body shall approve the proposed subdivision and dedication. []" RCW 58.17.110(2).

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.

IV. ISSUE PRESENTED.

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

Short Answer: Yes

Based on all the evidence, testimony, codes, policies, regulations, environmental documentation, 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.

V. FINDINGS of FACT.

1. Any statements in previous or following sections of this document that are deemed findings are hereby adopted as such, including without limitation the project description and summary of proceedings.

2. The Staff Report and recommendation of approval 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.

Public Hearing Testimony and discussion.

3. At the hearing, Mr. O'Neill summarized his Staff Report and recommendation of approval for the proposed plat.
4. Mr. O'Neill (and the Staff Report) noted that the proposed plat covers an area within the city's urban growth area, which is designated for Low Density Residential land uses in the Comprehensive Plan and is zoned R-1-10 in the City's code. RMC 23.18.010(B) provides that the minimum lot size for the zone is 8,000 s/ft, with an average lot size of 10,000 s/ft. If the site was flat, with no unusual development challenges, given the size of the site (about 140 acres), the applicant could have pursued a design with more than 500 lots. In this application, the steep slope challenges presented by the site limit the development envelope in many respects.
5. The application is well-within the density levels assigned to the subject property, as it seeks to subdivide 140.3 acres into just 203 single family residential lots and eleven (11) tracts.
6. Mr. O'Neill explained that all City services are readily accessible and available to serve the proposed new plat.
7. The applicant's project Engineer and hearing representative, Jason Mattox, from the PBS Engineering firm, appeared at the public hearing and stated that he is in agreement with staff on how the project is presented in the Staff Report and that he has no objections to the recommended conditions set forth therein.
8. Mr. Mattox testified that the pending application complies with all applicable City policies and development regulations; that utility services are available to serve the area; and that he fully understands that the required connection/opening of the new off-site Queensgate extension is a condition that must be satisfied as part of developing the first/initial phase of the proposed plat. As discussed below, to eliminate any misunderstanding on this point, Condition No. 23(A) has been modified to expressly state that: *"The off-site portion of Queensgate Drive and "Primary Drive" shall be constructed to the City's standard rural road section at the same time that the initial phase is constructed."*
9. 18 local residents testified at the public hearing, most of whom apparently live along public streets that would eventually connect to the proposed plat by road-connections and extensions provided as part of the proposed plat. Because virtually all of the public comments opposing the project focused on perceived traffic problems that might result if

the application is approved, the bulk of this Recommendation seeks to address various transportation-related issues associated with the proposed new plat.

Traffic; Levels of Service.

10. Most of the public comments focused upon concerns with future traffic that might pass through the speaker's neighborhood. The testimony was not supported by persuasive engineering data or studies that would rebut the application materials and analysis contained in the Staff Report. The Staff Report, application exhibits and testimony at the public hearing established that existing local streets surrounding the proposed plat are sufficient, will not experience a decrease in the level of service standards set for such streets, and were constructed to city standards, which mandate capacity to serve future development anticipated in the immediate area. (*Staff Report, pages 8, 9, 13, Ex. 11, traffic study; RMC 19.60.095(D), transportation concurrency, level of service standards*).
11. Some witnesses alleged that other jurisdictions seem to do a better job building new streets before subdivisions are approved, or something to this effect. These assertions were not supported by any evidence, as Washington cities and counties have the same tools to address transportation concurrency mandates, which are based on city-established level of service standards. Like many jurisdictions, the Richland level of service is "D" for roadways surrounding the proposed new plat. That is the same standard used by the City of Kennewick, which even allows for an LOS of "F" at some intersections if a project has a "Second Site Access Point within 1/4 mile having a LOS D or better." See KMC 4.12.055. In this matter, the proposed plat will be served with 4 (four) site access points, and none of the surrounding roadways are projected to fall below LOS D. *Staff Report; Traffic Study, Ex. 11.*
12. RMC 24.20.070, captioned "Capacity for future developments", reads as follows: "*The capacities and dimensions of water, sewerage, drainage, and street facilities shall be adequate to provide for the future needs of other undeveloped properties in the general vicinity and the city may share in the cost of these improvements to the extent of the difference in cost between the capacities needed to serve the subdivision and the capacities required to serve the vicinity.*"
13. The applicant submitted a traffic study prepared by Kittelson & Associates, Inc., as part of the application packet. (*Ex. 11*). The study analyzes "routing options" for a future Queensgate Drive Extension that would serve the Bauder property that is the subject of the pending application. In the study, traffic capacities for potentially affected streets are based on the Tri-Cities' transportation planning model used by the Benton Franklin Council of Governments (BFCOG). The Kittelson traffic study noted that a Queensgate extension to connect with either Bermuda Road or Rachel Road would be sufficient to serve the Bauder Property, as well as another neighboring property known as the Wilson Property, with a potential build out up to 1,177 homes. Again, this application is only for the Bauder property, with just 203 residential lots, and the proposed subdivision will

feature a link to the new Queensgate extension, and three other secondary connections – with Rachel, Jurupa, and Morency roadways.

14. Of particular relevance to the pending application is the Kittelson report’s conclusion that Queensgate, Leslie, and Rachel Road are “*all projected to operate well under capacity regardless of which Queensgate Drive Extension alternative is pursued in both the near-term (2020) as well as the 20-year conditions.*” *Ex. 11, page 1.* The traffic study also observes that surrounding routes will remain relatively uncongested and that travel times are relatively comparable, such that the modeling results indicate that neither traffic capacity nor travel times are “differentiators” when selecting an alternative. *Ex. 11, pages 10 and 11.* Finally, the traffic study finds that a secondary connection for the study-area “*should further enhance the local transportation system.*” *Ex. 11, pages 1 and 2.*
15. Based on the traffic study, the Examiner finds that the new plat will enhance, rather than hinder, the local transportation system, with its 4 new connections to the surrounding road network that will substantially extend Queensgate, and provide new travel options for surrounding residents who are now faced with dead-ends or inadequately-connected streets like Rachel, Jurupa and Morency.
16. The Examiner finds that the street network surrounding the proposed plat was designed and constructed to meet city standards, with capacity to provide for the future needs of other undeveloped properties in the general vicinity, specifically including the property at issue in this matter. (*Staff Report; Site visit*).
17. Comments implying that some trip-counts were unacceptable to area residents, without any engineering or Level of Service standard to support such claims, were unsupported and cannot serve as a basis to deny the pending application, which conforms to city-assigned density and land use requirements for the site.
18. The City of Richland’s Citywide Transportation Plan includes an Appendix, available on the City’s website, which provides a “Level of Service Description” that reads as follows:

Analysis of traffic volumes is useful in understanding the general nature of traffic in an area, but by itself indicates neither the ability of the street network to carry additional traffic nor the quality of service afforded by the street facilities. For this, the concept of level of service has been developed to subjectively describe traffic performance. Level of service can be measured at intersections and along key roadway segments.

Level of service categories are similar to report card ratings for traffic performance. Intersections are typically the controlling bottlenecks of traffic flow and the ability of a roadway system to carry traffic efficiently is generally diminished in their vicinities. Levels of Service A, B and C indicate conditions where traffic moves without significant delays over periods of peak travel demand. Level of service D and E are progressively worse peak hour operating conditions and F conditions represent where demand exceeds the capacity of an intersection. Most urban communities set level of service D as the minimum acceptable level of service for peak hour operation and plan for level of service C or better for all other times of the day.

19. As noted above, the City of Richland, and Kennewick, apply an LOS “D” for local streets. D is not failing, and does not imply substandard roadway capacity. For a local street, transportation staff analyzes the density of traffic over a given period of time, including during peak traffic hours, for a lane of traffic, to generally determine the volume to capacity ratio. Trip generation forecasts are one element of an LOS determination, but not the only one. Speeds, delays caused by any physical conditions on the roadway, and other factors are also considered. Allocation of potential trips is also important. Obviously, a transportation network with more instead of fewer travel options will provide for a better Level of Service throughout the system, although some local streets may see increases from artificially-low volumes enjoyed before “full build-out” occurs in particular subdivisions.

Zoning, Density, Transportation Planning for the South Richland Area.

20. One of the witnesses represented that he spoke on behalf of his neighborhood association. In his remarks and questions, he generally indicated his displeasure with city zoning and development policies in the South Richland area.
21. Placing the comments in context, it should be noted that the pending Westcliffe plat was submitted under long-established city development regulations and transportation plans that were in place at the time the Crested Hills, Falcon Crest and other newer South Richland subdivision projects were constructed. The impact fee program for the area was adopted in or about 2004. *See* RMC Chapter 12.03, originally adopted by Ord. 39-04. In the last few years, these South Richland neighborhoods and many individual single family lots were developed in the city of Richland, largely relying upon the same impact fee program and road network plan that is moving forward over time.
22. The greater South Richland transportation network will take a substantial step forward with the Queensgate extension/connection required as part of the Westcliffe Plat and other related connections and improvements associated with the Westcliffe project. The city’s comprehensive plan, street system plans, and particularly its six-year transportation improvement program (TIP) and capital facilities plan (CFP) for the South Richland area all were developed after extensive public processes, environmental reviews, and traffic analyses – which is/are based on “full-buildout” of the South Richland subarea, under zoning and density standards applicable to undeveloped properties.
23. The pending plat application falls below the density level assigned to the property. General comments requesting a separate environmental impact statement for the project were not supported by any evidence that would invalidate the unchallenged environmental and traffic studies used to generate the South Richland traffic impact fee program. An EIS would be appropriate if an applicant sought to develop a property in a manner that exceeds the assigned density under applicable zoning standards, or requested to use the property for some purpose other than single family residential uses, like retail, office or other activities that might generate traffic counts in excess of those anticipated for single family residential

densities and uses. That is not the case here, so the city's traffic impact fee contributions by the applicant conform to city and state transportation concurrency requirements.

24. While of little solace to local residents who are/were fortunate enough to purchase homes along relatively light-travel roadways, as adjacent lands lie undeveloped for several years, the fact and reality remain that the City's development regulations allow surrounding landowners to develop their properties and connect with public streets built in the area. Blocking public streets to "resident-only" or "emergency-only" use, as requested in this hearing process, would run counter to long-standing Washington Constitutional provisions and caselaw that prohibits the use or conversion of public assets and properties [like streets] for private purposes. (*Constitution of the State of Washington, Article VIII, Sec. 7*).
25. "First-in" does not entitle one to the artificially-low traffic levels experienced by residents on streets that were planned and built to serve undeveloped lots, or for future extensions, connections, and the like. Instead, a temporarily-lightly-travelled public street (always a matter of perspective to the affected party) was/has been built to serve new neighbors, and to provide initial "pioneers" in the South Richland area with additional options to travel in and out of their part of the community which they did not/have not had until new parts of the area are platted and developed over time.
26. "Growth should pay for growth" is a fundamental policy behind many development regulations adopted under Washington's Growth Management Act. The City's transportation impact fee program at issue in this application, found in RMC Chapter 12.03, is partly based on this policy, in that new developments are required to pay transportation impact fees to help fund construction of a long list of new road projects in the South Richland area, like those listed in RMC 12.03.190.
27. The authority and purpose of the city's South Richland traffic impact fee program is set forth in RMC 12.03.010, which reads in relevant part as follows: "*The South Richland traffic impact fee program has been developed pursuant to the city of Richland police powers, the Growth Management Act as codified in Chapter [36.70A](#) RCW, the enabling authority in Chapter [82.02](#) RCW, Chapter [58.17](#) RCW relating to platting and subdivisions and the State Environmental Policy Act (SEPA), Chapter [43.21C](#) RCW. The purpose of the traffic impact fee program is to: A. Develop a program consistent with Richland's comprehensive plan, the six-year transportation improvement program (TIP) and the capital facilities plan (CFP), for joint public and private financing of transportation improvements necessitated in whole or in part by development within the program boundary; B. Ensure adequate levels of transportation and traffic service consistent with the level of transportation service identified in the comprehensive plan and this title; [and] C. Create a mechanism to charge and collect fees to ensure that all new development bears its proportionate share of the capital costs of off-site transportation facilities directly necessitated by new development [...].*"
28. RMC 12.03.180, captioned "Relationship to concurrency", reads as follows: "Development proposals that are submitted in general conformance with the assumptions

made for land uses and scale/density will be deemed to meet the concurrency requirements of the Growth Management Act by paying the appropriate transportation impact fee. A development proposal not meeting such may require additional review and studies to determine concurrency.” Again, as noted above, the pending application is for the type of land use assigned under city zoning codes, i.e. single family residential, and the scale/density of the project is actually below the density assigned to the lands at issue in this matter.

29. Traffic impact fees are established using density calculations assigned to affected properties in the area, as though full-buildout will one day occur. Therefore, many new road projects will await collection of sufficient fees or other public funds before they can be constructed. In a “perfect world”, all development and full-buildout would occur very quickly, meaning that a windfall of traffic impact fees would land in city coffers to be used to rapidly design, acquire land, and build new roads throughout the South Richland area. Nothing is perfect. Public infrastructure takes time and money. Subdivisions boom, and some may bust (or lay unbuilt for an extended period of time) as demonstrated during the recent “Great Recession”. In any event, as more new neighborhoods are approved and more homes are built, then more impact fees will be collected, and more new roads will be constructed. Growing pains can and will occur as initial buyers have to await completion of new or extended roads that will eventually provide them with a better-connected street network providing alternate routes of travel. The other option, to waiting for impact fees to be collected, could unreasonably shift the cost-burden of building new streets on Richland residents who live in other parts of the city and have no particular need for the new street network in the new South Richland area. The Examiner does not have the authority to recommend denial of a proposed plat because the “whole” road network is not yet complete in the South Richland area. Instead, state law and city development regulations properly mandate that developers pay their fair share, in the form of impact fees, internal street construction, frontage improvements, connections with and extensions of necessary access roads, and similar public infrastructure improvements.
30. In this application, the project will eventually have 4 points of access, which will all be public, and will all provide existing neighbors with alternate routes of travel through Richland’s expanded road network.

Morency Drive Comments.

31. Several witnesses devoted time and attention to their concerns with unsafe driving along Morency, especially along the switch-back/steep portions of the roadway. Photos of car-vs-house collisions establish that some drivers use the roadway in a negligent and reckless manner, placing other people and property in danger. However, the record does not show that street-closure or limiting travel to current residents is the solution. Ongoing traffic calming efforts, including enforcement of traffic safety and speeding laws, are and should be a priority for appropriate city departments.

32. The applicant in this matter cannot be held responsible for the bad driving habits of some travellers.
33. More significantly, witness testimony established that the steeper parts of Morency pose challenges to some drivers during periods of inclement weather, and some witnesses generally indicated their desire to use a straighter roadway, instead of the switchback sections of Morency. The pending plat application includes a number of road extensions and connections, as well as new internal streets, that will provide existing neighborhoods with alternate routes to travel instead of using Morency.
34. Morency is not a straight-line, it is very steep, and several other routes will be available once the entire Westcliffe plat is constructed. Its condition (steep and curvy) will serve as a self-limiting deterrent for many drivers who will choose to drive on straighter, less-steep roadways. While not part of this Recommendation or plat approval process, obviously, any traffic calming measures deployed as deemed necessary or appropriate by the City's transportation staff, could serve to limit speeds, and perhaps volumes of traffic, as people choose to avoid speed-bumps and the like.
35. The Examiner finds that the record includes ample evidence and testimony which establishes how Morency may not experience a substantial increase in travel, but may remain the same or even decrease over time, once driver preferences for straighter, less-steep routes of travel are fulfilled with the new alternate roadways to be constructed as part of the Westcliffe plat. Common sense and human nature support a finding that Morency will not draw all new traffic generated by the new plat. The Kittelson traffic report explains that additional connectivity should further enhance the local transportation system. Some witness comments seemed to imply that most, if not all, drivers should be expected to travel to and from Kennewick to the east. Instead, the Record and the Richland Transportation infrastructure plans for the Queensgate area, including the new Duportail Bridge, will serve as a draw for new residents to destinations to the west of the new plat, including the employment centers in the City of Richland. In short, Morency won't be the only way to go.

Sequencing of access points to serve the proposed new plat.

36. On the question of sequencing construction and opening of new access points for the new plat, first, the Queensgate connection will be constructed and opened as part of the initial plat-development, wherever lots are first developed in any Phase of the plat identified in Exhibit 1. *See REVISED Condition No. 23(A)*. New residents are likely to "learn" that travel route, and form habits regarding their use of the new Queensgate access point.
37. Next, the connection with Morency by the new plat's "primary drive" will be constructed and opened before the final platting of 26 or more lots within portions of the new plat identified as Phases 3 through 7 of the Westcliffe Plat depicted on Exhibit 1. *See REVISED Condition No. 23(B)*.

38. Last, although possibly concurrent with development of the Morency connection, the plat will link with Jurupa Street and Rachel Road, resulting in 4 (four) site access points for the new plat, and providing Falcon Crest residents with several alternate routes instead of just one that they have now, down Morency. The final connections (with Jurupa and Rachel) will be subject to prior review and approval of necessary right-of-way permits from Benton County. *See REVISED Condition No. 23(C).*

Additional Condition of Approval, supported by evidence in the record.

39. Just as with another recent plat in the same general area, several local residents expressed compelling concerns with the impacts of construction-activities, like trucks hauling materials along local streets, passing by areas with pedestrians and children, potentially impacting traffic, street cleanliness, noise and the like.
40. Many citizens providing comments explained that they were not opposed to new development, but that they wanted to be sure that potential impacts on their existing streets and neighborhoods would be adequately addressed, as the plat is developed and after homes are occupied. These concerns were thoughtfully presented, and supported by personal descriptions of previous projects that involved noisy trucks driving uphill to new construction sites, the speed and frequency of trucks driving along local streets to access new development sites, and local residents coming and going (by foot or car) to view points leading to/coming from the proposed new plat.
41. The Examiner conducted a site visit several weeks before the hearing, and again in the days following the hearing, visiting the street network surrounding the project site, driving and walking along existing unimproved trails through portions of the proposed plat, and neighborhoods surrounding the project, including those along Rachel Road, just down hill from the proposed development site where several hearing-witnesses reside or work. For similar reasons to those involved in the most recent preliminary plat application considered by the Examiner in the same general area of South Richland, and given that the new plat is served by local streets that will be impacted by construction traffic coming and going to the site as the project is developed, all supported by credible and convincing concerns with construction-related traffic expressed in public comments, the Examiner recommends an additional Condition of Approval, authorizing the Public Works Director to issue a Right of Way permit prior to issuance of any other permit associated with development of or within the new plat that the Director determines is likely to have a material impact on any segment(s) of the city's existing public street network that will be used to obtain access to and from the plat-development site(s). The additional Condition reads as follows:

RIGHT OF WAY PERMIT

Based on compelling testimony and evidence contained in the record for this matter that demonstrated a need for specific conditions to reduce the impacts of construction-related traffic that will move through surrounding neighborhood streets as the new plat is developed and homes are constructed therein, and under authority granted in development regulations found in the Richland Municipal Code, including without limitation RMC Chapter 12.08

(Right of Way Permits) and the purpose and intent of erosion, dust, traffic, pedestrian-safety and water-pollution control regulations set forth in other provisions of the RMC, the following Condition shall be satisfied prior to issuance of any clearing and grading, building, demolition, or other construction permit associated with development of or within the new plat that the Public Works Director determines is likely to have a material impact on any segment(s) of the city's existing public street network that will be used to obtain access to and from the plat-development site(s):

The applicant is required to apply for a Right of Way Permit before the issuance of any grading, building, demolition, or other construction permit associated with development of or within the new plat that the Public Works Director determines is likely to have a material impact on any segment(s) of the city's existing public street network that will be used to obtain access to and from the plat-development site(s). In some cases, more than one Right of Way Permit may be required, such as one for hauling and one for construction work within the right of way. A Right of Way Permit issued under this Condition is intended to regulate activity within the city right of way, and is required of any person who performs construction-related work within existing or proposed city rights-of-way, easements, or on city-owned infrastructure, including without limitation the following:

- a) Designated truck hauling routes.
- b) Truck loading and unloading activities.
- c) Hours of construction and hauling.
- d) Continuity of pedestrian facilities.
- e) Temporary traffic control and pedestrian detour routing for construction activities.
- f) Street sweeping and maintenance during excavation and construction.
- g) Location of construction fences.
- h) Parking for construction workers.
- i) Construction vehicles, equipment, and materials in the right of way.
- j) All other construction activities as they affect the public street system.

In addition, the applicant shall submit for review and approval by the Public Works Director a plan for providing pedestrian access on existing public streets that are impacted during construction of this project (if any). Access on such existing public streets shall be provided at all times during the construction process, except when specific construction activities such as shoring, foundation work, and construction of frontage improvements prevents access. General materials storage and contractor convenience are not reasons for preventing access along streets, sidewalks or other portions of the city street system surrounding the new plat.

REVISED Condition to Incorporate input from Benton County with respect to road connections with county roadways, Jurupa Street and Rachel Road – Modification to Condition No. 23.

42. During the public hearing, several witnesses expressed legitimate concerns that roadway connections proposed to occur with existing county roadways should reasonably consider input from Benton County officials who are responsible for maintaining adequate levels of service and addressing potential impacts on such facilities. Recommended Condition No. 8 already addressed the issue, by requiring final plat drawings to include comments and conditions from all reviewing jurisdictions, including Benton County. Nevertheless, City staff and Applicant representatives confirmed that they had

communications with County officials prior to the hearing³ and agreed to reach out to Benton County road officials, to emphasize their opportunity to comment on the proposed plat, particularly the proposed connections with existing county streets generally running downhill to the south of the plat. As a result of these discussions, the Examiner received materials that are now included in the Record as Exhibit 15⁴, which establish that Benton County has no objection to the proposed plat's connections with the county street system, subject to a stipulated modification to proposed Condition No. 23. The modified language was developed following a meeting between City staff, the applicant team, and Benton County staff on May 10, 2017. At their meeting on May 10th, the city, county and applicant teams discussed connecting new City roads proposed as part of the Westcliffe Heights preliminary plat to Jurupa Street and Rachel Road across the city limits, and any associated requirements that might be requested by the County. (*Ex. 15*).

43. Based on the commendable, good faith efforts of city, county and applicant teams to ensure that the public interest is considered in the potentially-affected Benton-County neighborhoods adjacent to the proposed plat, as reflected in the parties' stipulated recommendation included as part of *Exhibit 15*, the Examiner finds and concludes that Condition of Approval No. 23 should be modified to read as follows:

23. A) The off-site portion of Queensgate Drive and "Primary Drive" shall be constructed to the City's standard rural road section at the same time that the initial phase is constructed.

B) The "primary drive" shall be constructed to establish an access route connecting Morency Drive to Queensgate Drive prior to the final platting of the 26th lot belonging to Phases 3 through 7 as indicated on the Preliminary Phase Exhibit sheet of Exhibit 1 as contained in the May 4, 2017 staff report.

C) The applicant shall obtain all necessary right-of-way permits from Benton County prior to constructing road connections to Jurupa Street and Rachel Road.

Street network complies with city standards, new connections and dedicated open spaces provide benefits to existing neighborhoods.

44. Several public comments indicated a desire to minimize neighborhood connectivity, so their street could remain as-is, with no more drive-through traffic. This would create an

³ Ex. 8 includes an April 28, 2017 email to the City (Shane O'Neill), from the Benton County Engineer, Mr. Rasmussen, asking if the future Queensgate Drive will be built before any construction in the subdivision begins, and commenting that: "The connection to the current terminus of Morency Drive and the connection of "Primary Drive" from Morency Drive/Rachel Road to "Future Queensgate Drive" and the connection of "Future Queensgate Drive" to the current terminus of Queensgate Drive shall be complete prior to or concurrent with any construction of lots or roadways accessing Rachel Road and/or Jurupa Street." And "A Road Approach Permit is required from the office of the Benton County Engineer for connections to Rachel Road and Jurupa Street."

⁴ *Ex. 15*, includes the REVISED Technical Advisory Committee Report, modifying proposed Condition No. 23, to incorporate input from Benton County, as requested by the Examiner at the public hearing; with correspondence from Matt Rasmussen, P.E., as County Engineer for Benton County, and from Jason Mattox, P.E., with PBS Engineering, as Applicant's project engineer, concurring with modification to proposed Condition No. 23, all transmitted and dated May 12, 2017.

inequity in the city's road network system and runs counter to policies that support connectivity, looping, and more, instead of very few, travel alternatives – including fire evacuation routes – for area residents.

45. The Examiner finds that City streets are public, and are designed and built to serve more than just the resident whose home receives access by such street. None of the comments provided were supported by credible data or evidence sufficient to rebut the traffic analysis provided by the applicant's engineer or city public works staff.
46. The applicant's engineer and city staff confirmed that the proposed plat will not violate city road standards, and will not cause any levels of service on the surrounding street network to fall below city standards.
47. Quite the opposite, the new streets constructed as part of the proposed plat will enhance circulation and travel options for existing neighborhoods surrounding the new subdivision, specifically including the previously-approved city plats where most of the local residents who testified at the public hearing reside.
48. The developer of the new subdivision is required to add to the public recreational opportunities for the new residents, as well as surrounding neighborhoods, in the form of open space and potential new trail connections that will be provided as the new plat is built-out. Many witnesses spoke about the top of Little Badger Mountain, and how they enjoy walking along the crest. Before this project, most of the area was purely private property. After dedications required as part of this application, the public will be able to enjoy access to open space along the top of Little Badger Mountain for many years to come. In the end, there will be more and expanded open space and recreational opportunities for existing residents living in neighborhoods surrounding the new plat.
49. The Rules of Procedure for the Richland Hearing Examiner explain that the Examiner is not to be concerned with the popularity of a matter presented but whether it meets the requirements of the applicable code, policy or regulation. The examiner's decision or recommendation must be based on the record of the proceedings before the examiner. (*Richland Hearing Examiner Rules of Procedure, Introduction, at page 2*).
50. RCW 58.17.110(2) expressly mandates that a city "shall approve" a proposed subdivision that makes appropriate provisions for various factors, all addressed in the city's approval criteria set forth in RMC 24.04. The Staff Report, testimony at the public hearing, and written materials included in the Record, all establish that the proposed application, as conditioned, makes appropriate provisions for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school.

51. Denial of the pending application would run counter to city zoning, subdivision, and development regulations in effect at the time the a complete application for the Westcliffe Plat was submitted. Zoning, density, environmental, transportation concurrency and other requirements needed for approval have all been satisfied as discussed herein.

Compliance with city development regulations achieves consistency with the Comprehensive Plan

52. 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 establishes compliance by the proposed plat (as conditioned herein) with the city’s land platting regulations that are applicable to this project, thus implementing and complying with the City’s Comprehensive Plan. (*See Staff Report, all Findings*).
53. Despite evidence to the contrary, one of the hearing witnesses alleged that a previous recommendation issued for another recent plat in the same general vicinity was somehow inadequate for chasing down a rabbit hole of some sort. Instead, the facts remain the same in this subsequent Westcliffe preliminary plat application. Thus, the Examiner once again finds and concludes that there is no regulation, precedent, principle or rule established by the Richland City Council that would prevent “any” increase in traffic into the Crested Hills subdivision, or along Morency, that would serve as a basis to deny the pending plat application.
54. No one presented any credible, substantial evidence to rebut City staff’s determination explained in the Staff Report that the proposed plat would not cause the level of service standards on any adjacent streets to fall below the levels set by the Richland City Council in RMC 19.60.095(D). Substantial evidence in the record establishes that the South Richland transportation system improvements, funded in part by transportation impact fees to be paid by the developer of the proposed plat, more than satisfies the transportation concurrency mandates explained in the same provision of the City’s code.

55. The traffic study relies upon the current standard for trip generation estimates, used by the City of Richland, the Washington Department of Transportation, and virtually every municipal jurisdiction in the State of Washington – the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition. Ex. 11, page 10; Official Notice taken by the Examiner, based on experience, knowledge and expertise working with jurisdictions throughout the State of Washington. Level of Service Standards are based upon trip generation estimates for various uses. Here, the “single-family residential” uses and densities have been used for determinations provided by staff, and for purposes of analyzing current and future capacity for local streets to remain within the designated LOS standard, of “D”. There was no credible or convincing evidence in the record to demonstrate or establish how any street in the surrounding road network will fall below LOS “D” if the proposed plat is developed as conditioned herein. If anything, the likelihood of any route falling below the designated LOS standard will only increase if fewer, instead of more, access connections are made in and out of the proposed new plat.
56. The applicant’s proposed plat design, including without limitation the new internal streets and additional connections they will make with existing local streets in the area, as conditioned by professional city engineers and planners tasked with responsibility to ensure compliance with applicable city codes and policies, merits approval.

Proposed plat will provide public benefits

57. The applicant’s submittals and the Staff Report establish 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, open space, potential new trail connections, construction of new roads, sidewalks, an attractive street system to serve the new plat as well as adjacent residents, and other features that will serve to promote health benefits of a walkable, appropriately connected, pedestrian-friendly community.
58. Except as modified in this Recommendation, all Findings, and statements of fact contained in the Staff Report, are incorporated herein by reference as Findings of the undersigned-hearing examiner.⁵

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

59. The record contains substantial evidence to demonstrate that, as conditioned, the proposed plat makes appropriate provisions for:

⁵ 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. The Examiner notes that manifest errors included in the Staff Report have been disregarded, such as references to connections with Gage Blvd. and credits for same, appearing on page 16.

- A. The public health, safety, and general welfare: *See Staff Report, including without limitation the Analysis provided on pages 10, 11 and 12, and proposed findings on pages 14 and 15.*
- B. Open Spaces: Seven tracts, totaling 38.8 acres, are designated as open space in the new plat. The project includes “Tract C” which will be transferred to the city for a new hiking trail that will soon connect with the existing hiking trail network in the area. The Parks Commission recommended acceptance of Tract C to fully satisfy the developer’s otherwise-applicable park impact fees for the new plat. Tract C is a 13.71 acre section of land that will be dedicated to the city for public recreation purposes. *See Staff Report, pages 3, 10, 14 and 15, and discussion in item H below.*
- 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. Consistent with City development standards, the plat will provide on-site stormwater detention. The 3.33-acre Tract D is designated for future development and to serve as a stormwater retention/infiltration facility. Foreseeably, the stormwater facility portion of Tract D will be transferred to the City of Richland. *Staff Report, page 11; Ex. 9, Technical Advisory Committee Report, recommended Storm Water conditions 39-50.*
- 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 city standards for city roads, streets, driveways, access, circulation, transportation concurrency and the like. *Staff Report; Exhibit 1, site plan; and REVISED Technical Advisory Committee report and proposed conditions, including without limitation modified condition 23.*
- 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, which provides service along Keene Road and Gage Boulevard, approximately 3.5 miles to the east of the new plat. *Staff Report, page 11.*
- 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. An irrigation source and distribution system, entirely separate from the City’s domestic water system, shall be provided for this development. Badger Mountain Irrigation District has provided comments related to utility infrastructure protection and grading (see comments, as part of Exhibit 8). *Staff Report, page 11; Ex. 9, recommended Domestic Water conditions on pages 5 and 6, and recommended Irrigation condition no. 16.*

- G. Sanitary systems: The City's sewer system has capacity to serve the proposed plat, and will do so. *Staff Report, at page 11; Ex. 9, recommended Sanitary Sewer conditions on page 6.*
- H. Parks and recreation, playgrounds, schools: Open Space Tracts A, F, G, H, J and K will provide passive recreational opportunities to the residents of the new plat, to be held and managed by the Westcliffe Heights homeowners association. Tract C is a 13.7-acre area that will be dedicated to the city for public recreation purposes, all as recommended by the City's Parks Commission. Crested Hills Park is a public 5.8-acre neighborhood park located approximately 665 feet east of the proposed plat. Badger Mountain Park, with 41.5 acres, is located about 2 miles from the proposed plat, and contains outdoor sports fields and courts able to serve recreational needs in the vicinity, including the new plat. *See Staff Report, page 11; Ex. 1, site plans for new plat.* The plat is located in the Richland School District. Orchard Elementary School is located 1.6 miles away from the new plat, on Gala Way. The School District did not provide any comments after receiving city notice regarding the project. *Staff Report, pages 11 and 15.*
- I. Planning features to assure safe walking conditions for students: See street network, road design and sidewalks proposed for plat. *Staff Report; Ex. 1, site plans for new plat.*

60. 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, and 19.60.095, and that the public use and interest will be served by the proposed plat and associated dedications and improvements.

VI. CONCLUSIONS of LAW.

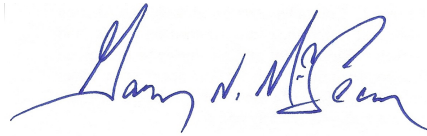
1. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed plat, as conditioned below, conforms to all applicable zoning and land use requirements and appropriately mitigates adverse environmental impacts. Upon reaching such findings and conclusions as noted above, the preliminary plat meets the standards necessary to obtain approval by the City.
2. The proposed conditions of approval as set forth in the Technical Advisory Committee REVISED Report included in the Record as *Exhibit 9*, are reasonable, supported by the evidence, and capable of accomplishment; provided, however, for reasons explained in Finding No. 41, an additional condition of approval with specific Right of Way Permit requirements should be included to read as set forth therein.

3. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions are hereby adopted as such.

VII. 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 "Westcliffe Heights" Preliminary Plat** application, subject to the proposed Conditions of Approval included in the City's REVISED Technical Advisory Committee Report, as modified or supplemented in this Recommendation, which are adopted herein by reference.

Recommendation issued: July 6, 2017.



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 second day of August, 2021 by and between the **City of Richland**, a Washington municipal corporation ("City"), and **Pahlisch Homes, Inc.**, a corporation ("Developer") seeking final plat approval of "Westcliffe Heights Phase 4". 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 "Westcliffe Heights Phase 4" (the "Project"); and

WHEREAS, the Westcliffe Heights Phase 4 was given preliminary plat approval by the Richland City Council on May 4, 2017, subject to the conditions of approval listed in Technical Advisory Committee (TAC) Report TAC #S2017-101 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 Westcliffe Heights Phase 4, 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-20-01909, and all applicable City standards, furnish, construct, install and guarantee the improvements described in the Westcliffe Heights Phase 4 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 Westcliffe Heights Phase 4 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 Westcliffe Heights Phase 4 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 from 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
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If to the Developer:	Pahlisch Homes, Inc. 210 SW Wilson Ave Bend, OR 97702
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- 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 Westcliffe Heights Phase 4, 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.

[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 – Chad Bettesworth



By: _____

Its: Director of Land Development at
Pahlisch Homes Inc

Date: _____

CITY OF RICHLAND



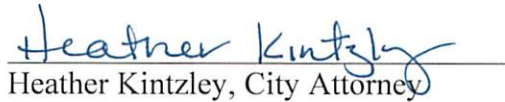
Jon Amundson, Interim City Manager

Attest:



Jennifer Rogers, City Clerk

Approved as to Form:



Heather Kintzley, City Attorney

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Chad Bettsworth, Director of Land Development of Pahlisch Homes, Inc.** 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 Pahlisch Homes, Inc. for the uses and purposes therein stated.

Given under my hand and seal this 2nd day of August, 2021.



Ashlynn Lepore
Notary Public
Residing at: Pahlisch Homes Inc
My commission expires June 21, 2025

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 **Jon Amundson, Richland Interim 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 9th day of August, 2021.



Toni Sue Clark
Notary Public
Residing at: Kennewick
My commission expires 09/29/2021

Schedule A

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			\$ -
Top rock placed & compacted	\$ 0.27	140,585.00	\$ 37,957.95
Concrete curb and gutter installed	\$ 11.41	10,045.00	\$ 114,613.45
Paving of city streets	\$ 1.19	140,585.00	\$ 167,296.15
Unobstructed access to water main/hydrant valves			\$ -
Sidewalk and pathway segments aside from building lots	\$ 4.70	7,613.63	\$ 35,784.06
Property pins placed at all interior lot corners			\$ 10,000.00
Centerline monuments installed by surveyor	\$ 500.00	29.00	\$ 14,500.00
All disturbed soils stabilized to protect against erosion	\$ 0.006	1,062,864.00	\$ 6,710.00
Street lighting & circuit installed	\$ 49.26	3,000.00	\$ 147,794.70
WORK TO BE COMPLETED PRIOR TO RELEASE OF SECURITY FUNDS			
TYPE OF WORK	COST PER UNIT	LENGTH	VALUE
Punchlist Value			\$ 5,000.00
Record Drawings			\$ 1,000.00
Surveyor Information			\$ 1,500.00
Total Value (All sections)			\$ 542,156.31
Total value X 150%			\$ 813,234.47



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Subdivision Bond
Faithful Performance

Bond No. PB00573800144
Premium \$4,066.00

KNOW ALL MEN BY THESE PRESENTS: That Pahlisch Homes, Inc. as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania and authorized to transact surety business in the State of Washington, as Surety are held and firmly bound unto City of Richland in the sum of Eight Hundred Thirteen Thousand Two Hundred Thirty Four and 47/100 Dollars (\$813,234.47), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS the above Named Principal has entered into an agreement, dated _____, 2021, with the City of Richland to do and perform the following work, to wit:

Westcliffe Heights Phase 4

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work referred to in such agreement, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney in Fact at Portland, Oregon this 30th day of July, 2021.

Pahlisch Homes, Inc.

(Principal)

(Seal)

By: _____

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

By: _____

Jenifer McCormick, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint James S. Ewald, Jenifer McCormick, Sherri Lund-Fery, Lyndsay C. Warren and Tina DeHut of Elliott Powell Baden & Baker Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

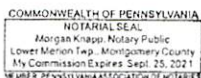
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of July, 2021.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Vicinity Map

Item: Final Plat - Westcliffe Heights Phase 4
Applicant: Bauder Land & Development Inc.
File #: FP2021-107





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/7/2021

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. III-21, Authorizing an Interlocal Agreement with the Cities of Kennewick, Pasco and West Richland for the Quad-City Stormwater Effectiveness Study and Water Quality Stormwater Grant Application

Department:
Public Works

Ordinance/Resolution Number:
III-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. III-21, authorizing the City Manager to sign and execute an interlocal agreement with the cities of Kennewick, Pasco and West Richland for consulting services related to Quad-City Stormwater Permit compliance.

Summary:

In July 2019, the Washington State Department of Ecology issued the Eastern Washington Phase II Municipal Stormwater Permit, which requires the cities of Richland, Kennewick, Pasco and West Richland (the "Cities") to participate in the implementation of a Stormwater Management Program Effectiveness Study. The Department of Ecology's 2021-2023 Water Quality Stormwater Grant Program is a potential funding source for the required study.

The Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes local governments to jointly exercise their powers, privileges or authority for purposes of efficiency and mutual advantage.

The Cities have collaborated in selecting an engineering consultant and negotiating a scope of work and budget for preparation of the grant application. Under the proposed interlocal agreement, West Richland will serve as the lead agency responsible for contracting with the consultant, applying for the grant funding, and reporting the results. The proposed interlocal agreement includes a four-way equal cost sharing component for preparation of the grant application, which provides good value to the City of Richland. Regardless of whether the grant is funded by the Department of Ecology, the Cities will need to amend this interlocal agreement at some future date to fund the effectiveness study.

Staff recommends adoption of Resolution No. III-21.

Fiscal Impact:

The Stormwater Fund has budgeted \$30,000 in 2022 to support this study. The City's share of the grant application costs is \$1,250, which will be funded from the existing 2021 Stormwater Fund budget. The 2022 proposed budget amount will not be needed in full if the grant application is successful, but may be needed if the Cities must complete the study with local funds.

Attachments:

1. Resolution No. III-21
2. Draft Quad-City Interlocal Agreement

RESOLUTION NO. 111-21

A RESOLUTION of the City of Richland authorizing an Interlocal Agreement between the cities of Richland, Kennewick, Pasco and West Richland for administration and funding of stormwater permit compliance work.

WHEREAS, in July 2019, the Washington State Department of Ecology issued the Eastern Washington Phase II Municipal Stormwater Permit (the "Permit"); and

WHEREAS, the Permit requires the cities of Richland, Kennewick, Pasco and West Richland (the "Cities") to participate in the implementation of a Stormwater Management Program Effectiveness Study (the "Study"); and

WHEREAS, the Department of Ecology's 2021-2023 Water Quality Stormwater Grant Program is a potential funding source for the required Study; and

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes local governments to jointly exercise their powers, privilege or authority for purposes of efficiency and mutual advantage; and

WHEREAS, the Cities have collaborated to select an engineering consultant and to negotiate a scope of work and budget for the preparation of the grant application; and

WHEREAS, West Richland will serve as the lead agency responsible for contracting with the consultant, applying for grant funding, and reporting the results; and

WHEREAS, the proposed four-way equal cost sharing arrangement between the Cities provides good value to the City of Richland.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with the cities of Kennewick, Pasco and West Richland for administration and funding of the Quad-City Stormwater Management Program Effectiveness Study.

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 7th day of September, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

INTERLOCAL COOPERATION AGREEMENT

Between

Cities of Kennewick, Richland, Pasco and West Richland

For

**Administration and Funding of Quad-City Stormwater Effectiveness Study and
Water Quality Stormwater Grant Application**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into on this _____ day of _____, 2021 by and between the City of Kennewick (hereinafter "Kennewick"), the City of Richland (hereinafter "Richland"), the City of Pasco (hereinafter "Pasco"), and the City of West Richland (hereinafter "West Richland"), all municipal corporations of the State of Washington (referred to collectively as the "Quad-Cities"). This Agreement is made in conformance with and under the authority granted by RCW 39.34, the Interlocal Cooperation Act.

I. Recitals

WHEREAS, in July 2019 the Washington State Department of Ecology issued the Eastern Washington Phase II Municipal Stormwater Permit (hereinafter "Permit"); and

WHEREAS, the Permit requires the Quad-Cities to participate in the implementation of a Stormwater Management Program Effectiveness Study (S8.A of the Permit), and to obtain funding to complete this study the Quad-Cities will be applying for a Department of Ecology 2021-2023 Water Quality Stormwater Grant (hereinafter "Grant") and

WHEREAS, staff in Richland, Kennewick, Pasco and West Richland have collaborated to select an engineering consultant and to negotiate a scope of work and budget for the preparation of the Grant application; and

WHEREAS, the Interlocal Cooperation Act contained in RCW 39.34 authorizes local governments such as the Parties to this Interlocal to contract for the joint conduct of activities which each of the Parties is individually authorized to perform.

NOW, THEREFORE, the Parties hereby agree as follows:

II. Agreement

Section 1. Purpose

The purpose of this Interlocal Cooperation Agreement is to authorize a collaborative effort between the Parties to complete the application process for the Grant.

Section 2. Legal Entity

No separate legal or administrative entity is created upon execution of this Interlocal Cooperation Agreement.

Section 3. Administration

West Richland has awarded and will administer the consultant agreement contemplated under this Interlocal Cooperation Agreement. The consultant agreement is attached as **Exhibit A**.

Section 4. Funding and Contributions

Consultant expenses shall be shared in four (4) equal amounts between Richland, West Richland, Pasco and Kennewick. West Richland shall issue invoices to Richland, Pasco, and Kennewick for their respective share agreement expenses. Invoices shall issue no more frequently than monthly. Scope and budget changes that increase the project budget may only be executed after written authorization from all four Parties.

Section 5. Property

No real or personal property shall be acquired as a consequence of the execution of this Interlocal Cooperation Agreement.

Section 6. Additional Resources

Richland, Kennewick, Pasco, and West Richland will provide staff support to complete data requests, meeting attendance, and reviews as needed to efficiently administer the Grant application. This Interlocal Agreement will be amended if the Quad-Cities are successful in obtaining the Grant for the Effectiveness Study.

Section 7. Duration

This Agreement shall expire twelve months after the close-out of the consultant agreement. All obligations to pay the respective one-fourth share to fund the plan update shall survive termination of this Agreement.

Section 8. Notices

Written notice shall be directed to the parties as follows:

City of Richland

625 Swift Boulevard, MS-26
Richland, WA 99352
Attn: Public Works Director

City of West Richland

3100 Belmont Blvd., Suite 102
West Richland, WA 99353
Attn: Public Works Director

City of Kennewick

210 W. 6th Avenue
Kennewick, WA 99336
Attn: Public Works Director

City of Pasco

525 N. 3rd Avenue
Pasco, WA 99301
Attn: Public Works Director

Section 9. Filing

Pursuant to RCW 39.34.040, this Agreement shall become effective upon filing with the Benton County Auditor or posting on each agency's website after it is fully executed by all Parties.

Section 10. Modification

This Agreement may be amended or modified only in writing, and only with the written consent of each undersigned party.

Section 11. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected. To this end, the terms and conditions of this Agreement are declared severable.

Section 12. Jurisdiction & Venue

Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Benton County Superior Court. This Agreement shall be construed, and the legal relations between the parties hereto shall be determined in accordance with the laws of the State of Washington.

Section 13. Waiver

No waiver by either party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

[Signature Page to Follow]

Draft

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year written above.

CITY OF RICHLAND

CITY OF KENNEWICK

Jon Amundson, Interim City Manager

Don Britain, Mayor

Attest :

Attest:

Jennifer Rogers, City Clerk

Terri L. Wright, City Clerk

Approved as to form:

Approved as to form:

Heather Kintzley, City Attorney

Lisa Beaton, City Attorney

CITY OF WEST RICHLAND

CITY OF PASCO

Brent Gerry, Mayor

Dave Zabell, City Manager

Attest:

Attest:

Stephanie Haug, City Clerk

Debby Barham, City Clerk

Approved as to Form:

Approved as to Form:

Bronson Brown, City Attorney

Ferguson Law, PLLC, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/7/2021

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Relocation Expenses - Library Manager

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Authorize reimbursement of reasonable and necessary moving expenses up to \$5,000 for relocation of the incoming Library Manager.

Summary:

Richland Municipal Code Section 2.28.450 allows for reimbursement of reasonable and necessary relocation expenses for new employees not currently residing in Richland upon recommendation of the City Manager and authorization by Council.

The incoming Library Manager currently resides in North Carolina. Interim City Manager Amundson recommends reimbursement of reasonable and necessary relocation costs for the incoming Library Manager of up to \$5,000.

Fiscal Impact:

Funds are available in the City Manager's budget to address relocation expenses for strategic recruitment.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/7/2021

Agenda Category: Items of Business

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 105-21, Opposing Imposition of a Local Income Tax on the Residents and Businesses of the City of Richland

Department:
City Manager

Ordinance/Resolution Number:
105-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 105-21, opposing imposition of a local income tax on the residents and businesses of the City of Richland.

Summary:

At the August 17, 2021 regular City Council meeting, the City Council discussed the pros and cons of approving a resolution prohibiting a local income tax in the City of Richland. This action would be consistent with actions taken by the cities of Battle Ground, Granger, Spokane and Spokane Valley. To aid in the discussion, an example resolution was provided.

At the conclusion of the discussion, a majority of Councilmembers voted to bring the resolution forward for consideration.

By adopting proposed Resolution No. 105-21, the City Council is declaring its position that the imposition of a local income tax on the businesses and residents of the City of Richland would be in direct conflict with the high value the City places on promoting economic development through the attraction and expansion of financially healthy, family wage-paying employers.

Adoption of Resolution No. 105-21 would not have the effect of legally barring a state-wide income tax imposed by the state of Washington.

Fiscal Impact: None.

Attachments:

I. Resolution No. 105-21

RESOLUTION NO. 105-21

A RESOLUTION of the City of Richland opposing imposition of a local income tax on the residents and business of the City of Richland.

WHEREAS, Article VII, § 1 of the Washington State Constitution establishes the basic framework for taxation in the state of Washington, including what shall be permitted as a tax; and

WHEREAS, after the City of Seattle attempted to enact an income tax on certain individuals within its municipal boundaries, the Washington State Court of Appeals, Division I ruled that such a tax, when not uniformly applied, was unconstitutional and invalid. *Kunath v. City of Seattle*, 10 Wash. App. 2d 205 (Div. I 2019); and

WHEREAS, the *Kunath* ruling has caused discussion in various communities across Washington as to whether cities have authority to impose a local income tax, which is legally considered a tax on property; and

WHEREAS, the Washington State Supreme Court's denial of a request for review of the *Kunath* case means that the ruling stands as decided; and

WHEREAS, the Richland City Council wants to declare its position regarding the potential for cities to impose a local income tax on its residents and businesses; and

WHEREAS, businesses large and small provide the economic lifeblood in Richland, the region, state, and country; and

WHEREAS, the City Council knows that a strong and encouraging business climate is one of the best ways to attract and retain good businesses to employ people in family wage jobs; and

WHEREAS, use of a local income tax may generate additional revenue in the short term, but would most likely result in less long-term revenue due to the dampening effect it would have on local businesses.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the imposition of a local income tax on the businesses and residents of the City of Richland is prohibited. Such a tax would be in direct conflict with the high value the City places on promoting economic development through the attraction and expansion of financially healthy, family wage-paying employers. Small businesses are the backbone of our local, regional, state, and national economy, and it is imperative that the City not put unnecessary hurdles in the way of their success. As such, the Richland City Council prohibits the imposition of a local income tax in the event a local income tax is determined legal and permissible by the Washington State Supreme Court or the Washington State Legislature.

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 7th day of September, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/7/2021

Agenda Category: Items of Business

Core Focus Area 3 - Increase Economic Vitality

Subject:

Ordinance No. 21-21, Amending Richland Municipal Code Section 23.54.020 Related to Minimum Parking Standards

Department:

Development Services

Ordinance/Resolution Number:

21-21

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 21-21, amending Richland Municipal Code Section 23.54.020 related to minimum parking standards.

Summary:

Wave Design Group filed an application for a text amendment to chapters 23.06 and 23.54 of the Richland Municipal Code. The proposed amendment would have created off-street parking requirements for a new classification of uses referred to as "specialized athletic training facilities." The proposal would have created a definition for "specialized athletic training facilities," and required 1 parking space for every 350 square feet of gross floor area (GFA) for this use (1:350). The applicant proposed the new parking standard on the belief that the current standard of 1:150 square feet of gross floor area is too stringent.

After review, staff recommended to the Planning Commission that the existing standard be reduced to 1:250, and that no new definition for "specialized athletic training facilities" be adopted. This recommendation was based on a review of nearby jurisdictions (Kennewick, Pasco, West Richland and Walla Walla). Kennewick and Pasco have a requirement for similar parking at 1:200, while West Richland and Walla Walla have parking standards that vary between 1:300 to 1:500. Staff's recommendation of 1:250 splits the difference between the applicant's proposal and the current standard, and is within the range adopted by neighboring jurisdictions.

After a duly noticed public hearing, the Planning Commission voted to recommend against adoption of a new definition for "specialized athletic training facilities." The Planning Commission also voted to recommend decreasing the "indoor places of assembly and recreational facilities - indoor not previously mentioned" standard to 1:350 as requested by the applicant. The Planning Commission reasoned that requiring parking at a higher rate may deter some businesses from opening in Richland, especially in instances where infill is occurring.

Staff recommends that City Council adopt an updated parking ratio for "indoor places of assembly and recreational facilities - indoor not previously mentioned" of 1:250 because the overall effect of decreasing the ratio from 1:150 to 1:350 is substantial when reviewed as a whole. For example, a new 2,000 square foot indoor business that does not have a parking rate already mentioned would be required to have 13 parking spaces at the 1:150 ratio, but less than half of that number (6) at the 1:350 ratio. A 1:250 ratio would only slightly increase the amount of parking required (8 spaces), while resulting in a number of spaces more consistent with neighboring jurisdictions and avoiding the deterrent effect mentioned by the Planning Commission.

The City Council will deliberate over the 1:250 ratio versus 1:350 ratio concurrent with adoption of Ordinance No. 21-21 for first reading, by title only. On second reading, Ordinance No. 21-21 will reflect the ratio decided by the City Council on first reading.

Fiscal Impact:

None.

Attachments:

1. Ordinance No. 21-21
2. Full Staff Report - CA2021-107
3. Draft July 28, 2021 Planning Commission Meeting Minutes

ORDINANCE NO. 21-21

AN ORDINANCE of the City of Richland amending Section 23.54.020 of the Richland Municipal Code related to parking standards and requirements.

WHEREAS, the City has need, from time to time, to amend its development regulations to reflect current development standards; and

WHEREAS, on July 28, 2021, the Richland Planning Commission held a public hearing on a proposed code amendment adopting a new use category specific to specialized training facilities and related parking standards; and

WHEREAS, after receiving public comment, the Richland Planning Commission recommends that the Richland City Council reject the amendment adding a new use category for specialized training facilities, but adopt an amendment to the existing parking standards for Places of Assembly and Recreational Facilities as provided herein.

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

Section 1. Richland Municipal Code Section 23.54.020, entitled Standards and requirements, as first enacted by Ordinance No. 28-05, and last amended by Ordinance No. 10-21, is hereby amended as follows:

23.54.020 Standards and requirements.

The minimum required parking spaces for the respective uses shall be as follows:

A.	Residential Uses	Number of Parking Stalls Required
1.	Single-family attached and detached dwellings, manufactured homes, condominiums and duplexes	2 spaces per dwelling unit.
2.	Multiple-family complexes Apartments, studio	1.5 spaces per dwelling unit. 1 space per dwelling unit.
3.	Housing for the elderly	1 space per 2 dwelling units.
4.	Rooming houses, boardinghouses and dormitories	1 space per person capacity.
5.	Hotels and motels	1 space/room, plus required space for any restaurant (1 space per 100 square feet of GFA*), plus 50% of required spaces for other associated uses.
B.	Institutional Uses	Number of Parking Stalls Required
1.	Elementary and middle schools	2 spaces for each classroom.

2.	High schools	8 spaces for each classroom.
3.	Colleges, universities and instructional facilities – adult	1 space per every 3 seats in classrooms.
4.	Day care centers	2 spaces per staff person with a minimum of 4 spaces.
5.	Churches, mortuaries and funeral homes	1 space per 4 seats in the chapel or nave.
6.	Rest homes, nursing homes and convalescent centers	1 space per staff doctor plus 1 space for every 3 other staff plus 1 space per every 5 beds.
7.	Hospitals	1 space per staff doctor, plus 1 space for every 3 other staff members, plus 1 space for every 3 beds.
8.	Medical and dental clinics	1 space per 250 square feet of GFA.
C.	Office Uses	Number of Parking Stalls Required
1.	Banks, businesses or professional offices	1 space per 350 square feet of GFA less 3 spaces for each drive-through window up to a maximum reduction of 33% of the required spaces.
2.	Drive-through windows – banks	6 spaces per drive-through window (8' wide x 18' long) plus 1 service space and 1 exit space per window.
3.	Drive-through windows – nonbank and nonfood	1 service space per window plus 1 stacking space per window (8' wide x 18' long) plus 1 parking space per maximum number of on-duty employees.
D.	Commercial and Industrial Uses	Number of Parking Stalls Required
1.	Food stores, markets, drugstores, liquor stores, and designed shopping centers less than 3,000 square feet GFA (exclusive of basement areas)	1 space per 400 square feet of GFA.
2.	Food stores, markets, drugstores, liquor stores, and designed shopping centers more than 3,000 square feet GFA (exclusive of basement areas)	1 space per 300 square feet of GFA.
3.	Small appliance, personal service, hardware, household equipment, clothing and other retail stores	1 space per 400 square feet of GFA.
4.	Large appliance and furniture stores	1 space per 800 square feet of GFA.

5.	Wholesale stores, warehouses, storage buildings, motor vehicle or machinery sales	1 space per employee, with a minimum of 4 spaces.
6.	Service stations	1 space per employee, plus 1 space per service bay (bay not counted as a space), with a minimum of 4 spaces.
7.	Automobile laundries and car washes	2 spaces at the ingress and 2 spaces at the egress of each lane or washing bay.
8.	Self-service laundromat	1 space per 2 washing machines.
9.	Manufacturing	1 space per each 2 employees on the largest shift.
E.	Restaurant and Tavern Uses	Number of Parking Stalls Required
1.	Seated customers	1 space per 100 square feet of GFA.
2.	Take out service	1 space per 100 square feet of GFA.
3.	Drive-in only	1 space per 50 square feet of GFA.
4.	Drive-in as fixed type of facility	1 space per 100 square feet of GFA.
5.	Drive-through	5 spaces per window with a minimum of 8 spaces.
F.	Places of Assembly and Recreational Facilities	Number of Parking Stalls Required
1.	Places of assembly, dance halls, skating rinks and exhibition halls without fixed seats	1 space per 150 square feet of GFA.
2.	Places of assembly, stadiums, sports arenas, auditoriums with fixed seats	1 space per 3 seats.
3.	Bowling alleys	5 spaces per each lane.
4.	Tennis, squash, handball, etc.	2 spaces per court.
5.	Swimming pools	1 space per 50 square feet of surface water area.
6.	Basketball and volleyball	6 spaces per court.
7.	Golf	7 spaces per green.
8.	Indoor not previously mentioned	1 space per 450 <u>350</u> square feet of GFA.
9.	Outdoor not previously mentioned	1 space per 2,500 square feet of land area.

* GFA = Gross Floor Area.

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 _____, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: CA2021-107

PREPARED BY: MIKE STEVENS
MEETING DATE: JULY 28, 2021

GENERAL INFORMATION:

APPLICANT: WAVE DESIGN GROUP CA2021-107

REQUEST: TEXT AMENDMENT TO RMC SECTION 23.06 AND 23.54,
RELATED TO MINIMUM PARKING REQUIREMENTS FOR
SPECIALIZED ATHLETIC TRAINING FACILITIES.

LOCATION: CITYWIDE

REASON FOR REQUEST

Wave Design Group has filed an application for a text amendment to RMC Section 23.06 and RMC Section 23.54. The proposed amendment would create off-street parking requirement for a new classification of uses to be referred to as “specialized athletic training facilities”. The proposal would create a definition for specialized athletic training facilities and would require 1 parking space for every 350 square feet of gross floor area. The applicant has indicated that they are proposing the new parking standard because they believe that the current standard for indoor places of assembly and recreational facilities is too onerous at 1 space per 150 square feet of gross floor area.

ANALYSIS

Off-street parking is necessary for recreational facilities as many of the people who will frequent them may choose to drive. In addition, recreational facilities are often the site of larger gatherings such as birthday parties, classes, special events, etc. The issue comes down to how many parking spaces should be required. The applicant feels that the current code is excessive in the number of parking spaces required, which is why they have provided the following definition and subsequent parking requirement:

RMC 23.06 – Definitions

23.06.857 Specialized athletic training facility.

“Specialized athletic training facility” means an open floor plan facility having less than 50% of the floor area occupied by fixed-location athletic equipment. Specialized athletic training facilities include but are not limited to rock-climbing gyms, gymnastic facilities, yoga facilities and other similar open floor plan facilities used for indoor athletic training.

RMC 23.54.020 (F) Places of Assembly and Recreational Facilities

10. Specialized Athletic Training Facility – 1 space per 350 square feet of GFA (gross floor area).

Staff recommends that the Planning Commission discuss the issue and recommend to City Council that the proposed text amendment be modified by decreasing the amount of spaces required for “Indoor not previously mentioned” to 1 space per 250 square feet of GFA (gross floor area) and not adopting the definition and standard for specialized athletic training facilities.

This recommendation is based upon the review of nearby jurisdictions (Kennewick, Pasco, West Richland and Walla Walla). Kennewick and Pasco appear to have a requirement for similar parking at a 1 space per 200 square feet of GFA, while West Richland and Walla Walla have parking standards that vary between 1 space per 300 to 1 space per 500 square feet of GFA. The recommended parking standard of 1 space per 250 square feet of GFA splits the difference between what the applicants would like to have adopted and what the City currently requires. This standard is also located within the ranges adopted by neighboring jurisdictions. While this standard may be less than what the applicant would like, it does provide greater flexibility. Staff would like to remind the Planning Commission that this particular issue is not “site specific” and needs to work for ALL areas of the City, not just the applicant’s property.

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 issued a Determination of Non-Significance (DNS) on May 28, 2021. No appeals of the DNS were received.

FINDINGS OF FACT

1. Over time the need for new uses changes within the City of Richland.
2. Wave Design Group has filed an application for a text amendment to RMC Section 23.06 – Definitions and RMC 23.54.020(F) – Places of Assembly and Recreational Facilities. The proposed text amendment would provide a new off-street parking category and definition for specialized athletic training facilities.
3. RMC Section 23.54.020 (F)(10) is the standard currently utilized for off-street parking for indoor places of assembly and recreational facilities that are not otherwise mentioned in the parking table.
4. RMC Section 23.54.020(F)(10) requires 1 space per 150 square feet of GFA (gross floor area).

5. 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.
6. No substantive comments regarding the proposed code amendment were received.
7. The Washington State Department of Commerce received the 60-day Notice of Intent to Adopt Amendment and granted expedited review.
8. The City issued a SEPA Threshold Determination of Non-Significance on May 28, 2021.
9. The Cities of Kennewick and Pasco each require 1 parking space per every 200 square feet of gross floor area for similar assemblies and facilities.
10. The Cities of West Richland and Walla Walla require 1 parking space per every 300 to 500 square feet of gross floor area for similar assemblies and facilities.

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 (CA2021-107) and recommend to the City Council adoption of a proposed code amendment to RMC Section 23.54.020 (F)(9) which better reflects the amount of off-street parking deemed necessary for indoor recreational 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 denial of the proposed amendment to RMC Section 23.06 and RMC Section 23.54.020 (F) (10) as proposed by the applicant and instead provide a recommendation of approval for a proposed amendment to RMC Section 23.54.020 (F)(9) modifying the parking standard therein to be 1 space per 250 square feet of GFA (gross floor area). This recommendation is based upon the above listed Findings of Fact and Conclusions of Law.

EXHIBITS

1. Application Materials
2. Draft Code Amendments
3. SEPA DNS & SEPA Checklist
4. Department of Commerce Notice

5. Public Notice and Comments Received (if any)
6. Kennewick, Pasco, West Richland & Walla Walla Parking Standards



Code Amendment Application

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

APPLICANT

☒ Contact Person

Company: Wave Design Group

UBI#: 603374614

Contact: KYLE LEPPER

Address: 418 N. Kellogg St. Suite B. Kennewick, WA 99336

Phone: 5097371000

Email: kylel@wavedesigngroupllc.com

DESCRIPTION OF PROPOSED AMENDMENT

Proposing an additional use to the "Assembly and Recreational Facilities" category of minimum required parking spaces for the respective uses per 23.54.020 Standards and requirements. Some indoor facilities that do not apply to the specific uses listed in 23.54.020.F.1-7 end up being restricted by the parking space requirement of 23.54.020.F.8 "Indoor not previously mentioned". For indoor facilities that feature specialize equipment that require a large amount of area to operate end up with a parking ratio disproportionate to the number of people that can use the facility.

APPLICATION MUST INCLUDE:

1. Completed application and filing fee
2. SEPA Checklist (if necessary)
3. Other information as determined by the Administrator

ANSWER THE FOLLOWING AS COMPLETELY AS POSSIBLE:

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

23.54.020 Standards and requirements
F. Places of Assembly and Recreational Facilities / Number of Parking Stalls Required

Summary of requested code amendment(s):
23.06.47? Specialized Athletic Training Facility.
"Specialized Athletic Training Facility" means an open floor plan facility having less than 50% of the floor area occupied by fixed-location nautilus equipment. Specialized athletic training facilities include but are not limited to rock-climbing gyms, gymnastics facilities, yoga facilities and other similar open floor plan facilities used for indoor athletic training.

23.54.020.F.10: Specialized Athletic Training Facility - 1 space per 350 square feet of GFA.

Reason(s) for code amendment(s):

The parking ratio listed for the generalized category of "indoor not previously mentioned" (23.54.020.F.8) requires a parking ratio that is disproportionate to the amount of people that use the facility. This restricts these specialized athletic facilities by having to provide parking space that are in excess to the needs of the facility, imposing a financial burden and spatial restraint on the business.

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 additional of Specialized Athletic Training Facility is consistent with the comprehensive plan

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

No. This is a revision to the parking ratio for a building use and should not have substantial relation to public health, safety, welfare and protection of the environment.

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 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: Kyle Lepper _____

Applicant Signature:  _____ Date March 09, 2021 _____

Exhibit 2

ORDINANCE NO. XXX-21

AN ORDINANCE of the City of Richland amending Chapters 23.06 and 23.54 of the Richland Municipal Code related to minimum parking requirements for specialized training facilities.

WHEREAS, the City has need, from time to time, to amend its development regulations to reflect current development standards; and

WHEREAS, Chapter 23.06 of the Richland Municipal Code (RMC) does not include a definition for specialized athletic training facilities; and

WHEREAS, Chapter 23.54 of the Richland Municipal Code (RMC) is silent on parking standards for specialized athletic training facilities; and

WHEREAS, parking standards for other uses are overly burdensome and disproportionate to the needs of a specialized training facility; and

WHEREAS, on -----, 2021, the Richland Planning Commission held a public hearing regarding the establishment of a new definition and parking standards for specialized training facilities; and

WHEREAS, the Richland Planning Commission recommends that Richland City Council adopt a new section of code related to the definition and parking requirements for specialized training facilities.

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

Section 1. Richland Municipal Code Chapter 23.06, entitled Definitions, as first enacted by Ordinance No. 28-05, and last amended by Ordinance No. 10-21, is hereby amended as follows:

Chapter 23.06 DEFINITIONS

Sections:

- 23.06.010 Definitions – Introductory.**
- 23.06.020 Accessory apartment unit.**
- 23.06.025 Accessory dwelling unit.**
- 23.06.027 Adult family home.**
- 23.06.030 Adult use establishment.**
- 23.06.035 Agriculture.**
- 23.06.040 Airport commercial.**
- 23.06.045 Airport industrial.**
- 23.06.050 Alley.**
- 23.06.053 Amendment.**

23.06.055 Animal shelter.
23.06.065 Apparel and accessory stores.
23.06.070 Apartment.
23.06.071 Apartment, studio.
23.06.075 Arcade.
23.06.080 *Repealed.*
23.06.085 Art galleries.
23.06.090 Assisted living facility.
23.06.095 Auto parts sales.
23.06.100 Automobile repair.
23.06.105 Automobile service station.
23.06.110 Automobile wrecking.
23.06.115 *Repealed.*
23.06.117 Basement.
23.06.120 Bed and breakfast.
23.06.125 Block front.
23.06.130 Book, stationery and art supply store.
23.06.135 Building.
23.06.140 Building, accessory.
23.06.145 Building, main.
23.06.150 Building, hardware and garden supply store.
23.06.155 Bus station.
23.06.160 Bus terminal.
23.06.165 Bus transfer station.
23.06.170 Cafeteria.
23.06.175 Car wash.
23.06.180 Carport.
23.06.185 Cemetery.
23.06.190 Church.
23.06.195 City officials and agencies.
23.06.200 Cinema.
23.06.205 Clinic.
23.06.207 Clinic, school-based.
23.06.210 Club or fraternal societies.
23.06.215 Commercial recreation.
23.06.217 Concessionaire.
23.06.220 Convention center.
23.06.225 Contractors' offices and shops.
23.06.230 Contractors' yards.
23.06.235 Court.
23.06.240 Cultural institution.
23.06.245 Day care center.
23.06.250 Delicatessen.
23.06.255 Department store.
23.06.260 Dependent recreational vehicle.
23.06.265 Designated manufactured home.

23.06.270 Development.
23.06.275 District.
23.06.280 Dormitories, fraternities and sororities.
23.06.285 Drinking establishment.
23.06.290 Drive-through.
23.06.295 Drug store/pharmacy.
23.06.300 Dwelling, one-family attached.
23.06.305 Dwelling, one-family detached.
23.06.310 Dwelling, two-family detached.
23.06.315 Dwelling, multiple-family.
23.06.320 Dwelling unit.
23.06.325 Electronic equipment stores.
23.06.330 Essential public facilities.
23.06.335 Equipment rental.
23.06.340 Family.
23.06.345 Family day care home.
23.06.350 Farming of land.
23.06.355 Fence.
23.06.360 Financial institution.
23.06.365 *Repealed.*
23.06.370 Florist.
23.06.375 Food stores.
23.06.380 Food wagon.
23.06.385 Fuel station/mini-mart.
23.06.390 Funeral establishment.
23.06.395 Furniture, home furnishings, and appliance stores.
23.06.400 General service businesses.
23.06.405 Grade plane.
23.06.410 Gross floor area.
23.06.415 Guest room.
23.06.420 Habitable floor.
23.06.425 Hazardous waste.
23.06.430 Hazardous waste storage.
23.06.435 Hazardous waste treatment.
23.06.440 Hazardous waste treatment and storage facilities, off site.
23.06.445 Hazardous waste treatment and storage facilities, on site.
23.06.450 Hedge.
23.06.455 Height of building.
23.06.460 Hog farm.
23.06.465 Home occupations.
23.06.470 Health/fitness center.
23.06.475 Health/fitness facility.
23.06.477 Health spa.
23.06.480 Homeless shelter.
23.06.485 Hospital.
23.06.490 Hospital or clinic for large animals.

23.06.495 Hospital or clinic for small animals.
23.06.500 Hot tub.
23.06.505 Hotel.
23.06.510 House-banked card room.
23.06.515 Junkyard.
23.06.520 Kennel, commercial.
23.06.525 Landscaping.
23.06.530 Landscaping material sales.
23.06.535 Large livestock farming.
23.06.540 Lattice tower.
23.06.545 Laundry, self-service.
23.06.550 Laundry/dry cleaning, retail.
23.06.552 Laundry/dry cleaning, neighborhood.
23.06.555 Laundry/dry cleaning, commercial.
23.06.560 Livestock feed lot.
23.06.565 Lot.
23.06.567 Lot area.
23.06.570 Lot, corner.
23.06.572 Lot, interior.
23.06.575 Lot line, front.
23.06.577 Lot line, rear.
23.06.580 Lot line, side.
23.06.582 Lot depth.
23.06.584 Lot width.
23.06.586 *Repealed.*
23.06.587 Lumberyard.
23.06.590 Macrofacility.
23.06.595 Mailing services.
23.06.600 Manufactured home.
23.06.605 Manufactured home lot, park, and stand.
23.06.610 Manufacturing, general.
23.06.615 Manufacturing, heavy.
23.06.617 Manufacturing, light.
23.06.620 Manufacturing use.
23.06.625 Marinas.
23.06.630 Marine equipment rentals.
23.06.635 Marine gas sales.
23.06.640 Master plan.
23.06.645 Microbrewery.
23.06.650 *Repealed.*
23.06.655 Mini-warehouse.
23.06.660 Mobile home.
23.06.665 Monopole.
23.06.670 Motel.
23.06.675 Nursing home or rest home.
23.06.680 Nursery, plant.

23.06.685 Office – Corporate.
23.06.687 Office – Consulting services.
23.06.690 Office – General.
23.06.695 Office – Research and development.
23.06.700 Office supply store.
23.06.705 Outdoor advertising sign.
23.06.710 Outdoor advertising structure.
23.06.715 Outdoor storage.
23.06.720 Parking lot.
23.06.725 Parking space, automobile (off street).
23.06.728 Parking structure.
23.06.730 Pasture.
23.06.732 Patio.
23.06.735 Pawn shop.
23.06.740 Pen.
23.06.745 Personal loan business.
23.06.750 Personal services business.
23.06.755 Pet shop and pet supply store.
23.06.760 Photo processing, copying and printing services.
23.06.765 Pool, private.
23.06.770 Pool, public.
23.06.775 Pool, semi-public.
23.06.777 Porch.
23.06.780 Portable food vendor.
23.06.785 Poultry farm.
23.06.790 Public agency building.
23.06.792 Public agency facility.
23.06.795 Radio and television studio.
23.06.797 Reclassification.
23.06.800 Recreational club.
23.06.802 Recreational vehicle.
23.06.805 Recreational vehicle campground.
23.06.807 Recreational vehicle park.
23.06.809 Recreational vehicle space.
23.06.810 Restaurant.
23.06.817 Sales, retail.
23.06.820 Sales, wholesale.
23.06.825 Sanitary station or sanitary dumping station.
23.06.830 School.
23.06.832 School, alternative.
23.06.833 School, commercial.
23.06.834 School, trade.
23.06.835 Secondhand/consignment store.
23.06.840 Senior housing.
23.06.845 Sensitive land uses.
23.06.850 Small livestock farming.

- 23.06.855 Specialty retail store.
- 23.06.857 Specialized Athletic Training Facility**
- 23.06.860 Specified anatomical areas.
- 23.06.862 Specified sexual activities.
- 23.06.865 Stable, private.
- 23.06.867 Stable, public.
- 23.06.870 Stock-in-trade.
- 23.06.871 Storage container.
- 23.06.875 Story.
- 23.06.880 Street.
- 23.06.885 Structure.
- 23.06.888 Substantial damage.
- 23.06.890 Substantial improvement.
- 23.06.895 Theater.
- 23.06.900 Towing, vehicle impound lots.
- 23.06.905 Travel trailer.
- 23.06.910 Truck terminal.
- 23.06.915 Use – Permitted.
- 23.06.920 Use – Accessory (secondary).
- 23.06.925 Use – Nonconforming.
- 23.06.930 Use – Special.
- 23.06.935 Variance.
- 23.06.937 Vehicle-based food service.
- 23.06.940 Vehicle leasing and rentals.
- 23.06.945 Vehicle sales.
- 23.06.950 Video rental store.
- 23.06.955 Warehousing and wholesale trade.
- 23.06.960 Warehousing, storage and distribution.
- 23.06.965 Wholesale use.
- 23.06.970 Wineries – Production.
- 23.06.972 Wineries – Tasting room.
- 23.06.975 Yard.
- 23.06.980 Yard, front.
- 23.06.983 Yard, rear.
- 23.06.985 Yard, side.

23.06.010 Definitions – Introductory.

For the purpose of this title, certain terms and words are defined in this chapter. When not inconsistent with the context, words used in the present tense shall include the future; the singular number shall include the plural, and the plural, the singular; the word “shall” is always mandatory and the word “may” denotes a use of discretion in making a decision. The words “used” or “occupied,” unless the context otherwise requires, shall be considered as though followed by the words “or intended, arranged or designed to be used or occupied.”

23.06.020 Accessory apartment unit.

An “accessory apartment unit” is located within or adjacent to a detached one-family

dwelling, located on the same lot and is a habitable living unit that provides the basic requirements of shelter, heating, cooking, and sanitation subject to the provisions of RMC 23.42.020.

23.06.025 Accessory dwelling unit.

“Accessory dwelling unit” means a dwelling unit located within a building that contains a nonresidential main or primary use. Occupancy of accessory dwelling units is reserved for the manager or owner of the main or primary use of the building.

23.06.027 Adult family home.

“Adult family home” means a facility licensed pursuant to Chapter 70.128 RCW, or the regular family dwelling of a person or persons who are providing personal care, special care, and/or room and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services.

23.06.030 Adult use establishment.

“Adult use establishment” means any adult motion picture theater, adult panoram establishment, adult retail establishment or live adult entertainment establishment, as defined herein, or any establishment which provides one or more of the activities listed herein.

A. “Adult motion picture theater” means any commercial establishment where films, motion pictures, video cassettes, computer images or other similar photographic reproductions depict specified sexual activities or specified anatomical areas to patrons for a payment of a fee, membership fee, or other charge.

B. Adult Panoram Establishment. “Adult panoram” means a commercial establishment where one or more motion picture projectors, slide projectors, computers or similar devices are used to show films, video cassettes, slides, or other forms of photographic reproductions depicting specified sexual activities or specified anatomical areas to patrons for a payment of a fee, membership fee, or other charge.

C. “Live adult entertainment establishment” means any commercial establishment featuring go-go dancers, exotic dancers, strippers, male or female impersonators, or similar entertainers that emphasize specified anatomical areas and/or whose performances or other activities include or mimic specified sexual activities.

D. “Adult retail establishment” means any retail establishment which, for money or any other form of consideration, either:

1. Has as one of its principal purposes to sell, exchange, rent, loan, trade, transfer, and/or provide for viewing, off the premises, any adult-oriented merchandise, as defined in RMC 5.21.010; or

2. Provides, as its substantial stock-in-trade, for the sale, exchange, rental, loan, trade, transfer and/or viewing or use, off of the premises, any adult-oriented merchandise as

defined in RMC 5.21.010.

23.06.035 Agriculture.

“Agriculture” means the tilling of the soil, the raising of crops, horticulture, floriculture, viticulture, apiculture, small livestock farming, dairying, livestock or animal husbandry, and sod farming, including all uses incidental thereto, including the sale of the agricultural products grown or raised upon the site. “Agriculture” excludes the following activities: hog farm, livestock feed lot, poultry farm, slaughterhouse, fertilizer works, bone yard, plant for the reduction or processing of animal matter, or similar manufacturing, processing, warehousing, storage, and related industrial and commercial activities whether or not dependent upon or closely allied to the agriculture industry.

23.06.040 Airport commercial.

“Airport commercial” means the retail sale of aviation-related products and services including aircraft service and rental, air passenger services, and air terminal activities including passenger ticketing, baggage, taxi service, car rental, restaurants, hotels and gift shops.

23.06.045 Airport industrial.

“Airport industrial” means research, design, fabrication and assembly of aircraft, aircraft parts, airfreight terminals and aviation-related products. This use also includes storage and wholesale trade of aviation-related products and air cargo operations and associated storage and processing.

23.06.050 Alley.

“Alley” means a passage or way open to public travel, affording generally a secondary means of vehicular access to abutting lots, but not intended for the general traffic circulation and including vehicular ways satisfying this definition but designated by some other name.

23.06.053 Amendment.

“Amendment” means a change to the text of the city’s zoning regulations.

23.06.055 Animal shelter.

“Animal shelter” means a service use maintained and operated primarily for the impounding, holding and/or disposal of lost, stray, unwanted, or injured animals.

23.06.065 Apparel and accessory stores.

“Apparel and accessory stores” means stores primarily engaged in selling new clothing, shoes, jewelry, and related articles for personal wear and adornment and stores that rent clothing such as costumes or formal wear.

23.06.070 Apartment.

“Apartment” means a room or suite of two or more rooms, which is designed for, intended for, or occupied by one family, with facilities for cooking therein.

23.06.071 Apartment, studio.

“Apartment, studio” means a self-contained, small apartment which combines living room, kitchenette and bedroom into a single room.

23.06.075 Arcade.

“Arcade” means a commercial establishment containing six or more video, pinball, pool tables or other games, or a business with more than one game per 500 square feet of gross floor area.

23.06.080 Area of special flood hazard.

Repealed by Ord. 59-19.

23.06.085 Art galleries.

“Art galleries” means establishments or other private or public places intended primarily for art exhibitions where people may view and/or purchase paintings, sculptures, or other works.

23.06.090 Assisted living facility.

“Assisted living facility” means an establishment which provides living quarters and a variety of limited personal care and supportive health care to individuals who are unable to live independently due to infirmity of age, physical or mental handicap, but who do not need the skilled nursing care of a convalescent or nursing home. These facilities may consist of individual dwelling units of a barrier-free design, with separate bathroom facilities, a full kitchen or no kitchen. The facility may provide a minimal amount of supportive health care monitoring, such as assistance with medication, but is limited to health care services which do not require state or federal licensing. In addition, these facilities may have a communal dining area, recreation facilities (library, lounge, game room), laundry facilities and open space.

23.06.095 Auto parts sales.

“Auto parts sales” means a commercial establishment primarily engaged in the retail sale of new auto parts, automobile accessories and tools, where no automobile maintenance or repair services are provided.

23.06.100 Automobile repair.

“Automobile repair” means an establishment which provides major automobile repair, minor automobile repair or an automobile repair specialty shop as defined herein.

A. “Major automobile repair” means general repair, engine rebuilding, rebuilding or reconditioning of motor vehicles or trailers; collision service, including body, frame or fender straightening or repair; overall painting or paint shop or other major repair or maintenance, including operations which may require open flame or welding.

B. “Minor automobile repair” means minor repairs, replacement of minor parts to passenger automobiles and trucks not exceeding one and one-half tons capacity, including any auto lubrication services and engine tune-up services but specifically

excluding operations specified under “automobile repair, major” and “automobile repair, specialty shop.”

C. “Automobile repair specialty shop” means a retail and service place of business engaged primarily in light repair and sale of goods and services for automotive vehicles including brakes, muffler and tire shops, and their accessory uses. Major automobile repair is excluded from this definition.

23.06.105 Automobile service station.

“Automobile service station” means a retail place of business for the servicing or fueling of motor vehicles, including tube and tire repairs, battery charging, storage of merchandise and supplies related to the servicing of motor vehicles, sale of gasoline and other fuel and lubricants, and minor motor vehicle repairs. Such use excludes items constituting “major automobile repair.”

23.06.110 Automobile wrecking.

“Automobile wrecking” means the dismantling or wrecking of used motor vehicles or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked vehicles or their parts.

23.06.115 Base flood.

Repealed by Ord. 59-19.

23.06.117 Basement.

“Basement” means any area of a building having its floor subgrade (below ground level) on all sides.

23.06.120 Bed and breakfast.

“Bed and breakfast” means a one-family detached dwelling unit occupied by a resident owner/manager within which up to four rental bedrooms are made available for overnight accommodation.

23.06.125 Block front.

“Block front” means that property abutting on one side of a street and lying between the two nearest intersecting or intercepting streets or nearest intersecting or intercepting streets and railroad right-of-way, waterway, or subdivided acreage.

23.06.130 Book, stationery and art supply store.

“Book, stationery and art supply store” means an establishment engaged in the retail sale of books and magazines, stationery, CDs, record and tapes, video and art supplies.

23.06.135 Building.

“Building” means any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of any person, animal, or chattel. When any portion thereof is completely separated from every other portion thereof by a masonry division or fire wall without any window, door or other opening therein, which wall extends

from the ground to the upper surface of the roof at every point, then each such portion shall be deemed to be a separate building.

23.06.140 Building, accessory.

“Building, accessory” means a detached subordinate building, the use of which is necessary and incidental to that of a main building on the same lot, and which does not change or alter the character of the premises.

23.06.145 Building, main.

“Building, main” means a building in which is conducted the principal use of the lot on which it is situated. In any residential district, any dwelling shall be deemed to be a main building on the lot on which the same is situated.

23.06.150 Building, hardware and garden supply store.

“Building, hardware and garden supply store” means an establishment engaged in selling lumber and other building materials such as paint, glass, wallpaper, tools, seeds, and fertilizer.

23.06.155 Bus station.

“Bus station” means an establishment for the storage, dispatch, repair and maintenance of coaches and other vehicles of a public transit system.

23.06.160 Bus terminal.

“Bus terminal” means an establishment that sells tickets, provides scheduling information and serves as a point of arrival and departure for an inter-city bus line.

23.06.165 Bus transfer station.

“Bus transfer station” means land in a centralized location used by a municipal bus service as a point of departure for multiple bus routes and where bus passengers transfer from one bus to another.

23.06.170 Cafeteria.

“Cafeteria” means an enclosed building or portion thereof used for the preparation, sale, and consumption of food and beverages. Typically, food services offered in a cafeteria are provided as an accessory use to employees or other groups of people and are not generally offered to the general public.

23.06.175 Car wash.

“Car wash” means a facility designed for the cleaning of automobiles, of which there are two types:

A. “Car wash, automatic” means a tunnel-like structure through which cars are pulled or driven and in which high-pressure sprays and brushes clean, dry and may wax vehicles.

B. “Car wash, self-service” means a coin-actuated, self-service washing system enclosed in a walled bay, open front and rear, of not less than eight feet in height. The pumps,

water heaters and like equipment are completely housed. Additional facilities may include drying material dispensers and vacuum cleaners.

23.06.180 Carport.

“Carport” means a covered space for the housing primarily of motor vehicles and enclosed on no more than two sides by walls, screens, cabinets, or other type of enclosures.

23.06.185 Cemetery.

“Cemetery” means land used or intended to be used for the burial of the dead and dedicated for cemetery purposes including columbariums, crematoriums, mausoleums, and funeral establishments, when operated in conjunction with and within the boundary of such cemetery.

23.06.190 Church.

“Church” means a structure, group of structures, or portion thereof which is utilized for the purpose of conducting religious worship, services or ceremonies. A church may contain facilities such as a sanctuary or chapel, assembly rooms, offices, kitchen, parsonage, or multi-purpose facilities. Graded educational facilities, dwelling units except parsonages, day care facilities, and facilities for the training of religious orders shall not be considered incidental to church usage, but may be allowed subject to other provisions of this title.

23.06.195 City officials and agencies.

The word “city” means the city of Richland in Benton County, Washington; the term “city council” means the city council of said city; the terms “planning commission” or “physical planning commission” or “commission” mean the planning commission of the city; the term “board” or “board of adjustment” means the board of adjustment of the city; the term “administrative official” or “city planner” means such person as the city manager shall designate to administer and enforce this title.

23.06.200 Cinema.

“Cinema” means a motion picture theater.

23.06.205 Clinic.

“Clinic” means a building or portion of a building containing offices for providing medical, dental, psychiatric or chiropractic services for outpatients only.

23.06.207 Clinic, school-based.

“Clinic, school-based” means a building or portion of a building, co-located on a school campus, containing offices for providing limited outpatient medical services to children and their families within the respective school district, as well as to district staff and faculty. Such facilities are operated by independent healthcare organizations.

23.06.210 Club or fraternal societies.

“Club” or “fraternal societies” means an association of persons (whether or not incorporated) organized for some common nonprofit purpose, but not including a group

organized primarily to render a service customarily carried on as a business.

23.06.215 Commercial recreation.

“Commercial recreation” means establishments engaged in providing amusement or entertainment for a fee or admission charge. There are two categories of commercial recreation:

A. Indoor Commercial Recreation. Including but not limited to such activities as dance halls, bowling alleys, billiard and pool establishments, skating rinks, indoor batting cages and miniature golf.

B. Outdoor Commercial Recreation. Including but not limited to such activities as outdoor batting cages, arenas, golf courses, putting courses, outdoor miniature golf, amusement parks, riding academies, carnival operations, expositions, and marinas.

23.06.217 Concessionaire.

“Concessionaire,” for the purposes of this title, means and includes any person, firm, or corporation involved in any activity involving the sale of any goods or services, whether conducted for profit or not, on any property located within the PPF – parks and public facilities district. Any concession activity shall be clearly incidental to and supportive of an established primary permitted use in the underlying zoning district.

23.06.220 Convention center.

“Convention center” means a building or area designated to accommodate large groups of people usually for social occasions, or the exchange of information related to professional or commercial activity. Such a facility typically contains various large assembly halls, conference rooms, and food service facilities.

23.06.225 Contractors’ offices and shops.

“Contractors’ offices and shops” means a combination of uses in a single building or lot that includes the assembly, storage and/or manufacture of products typically used in building construction such as cabinetry, heating/cooling systems, plumbing and mechanical systems together with administrative offices.

23.06.230 Contractors’ yards.

“Contractors’ yards” means the portion of a lot outside of a contractor’s office and shop that is used for the outdoor storage of vehicles, equipment and supplies.

23.06.235 Court.

“Court” means an open, unoccupied space, other than a yard, on the same lot with a building or group of buildings, which is bounded on two or more sides by such building or buildings.

23.06.240 Cultural institution.

“Cultural institution” means establishments such as museums, art galleries, and botanical and zoological gardens of historic, educational or cultural interests which are not operated

for profit.

23.06.245 Day care center.

“Day care center” means a licensed facility, other than a family day care home, providing regularly scheduled care for a group of children for periods less than 24 hours.

23.06.250 Delicatessen.

“Delicatessen” means retail food stores selling ready-to-eat food products such as cooked meats, prepared salads or seafood, health food or other specialty food items.

23.06.255 Department store.

“Department store” means a large retail store arranged into departments for the sale of a variety of consumer goods.

23.06.260 Dependent recreational vehicle.

“Dependent recreational vehicle” means a recreational vehicle which does not contain water or sewage disposal facilities.

23.06.265 Designated manufactured home.

“Designated manufactured home” means a manufactured home which:

A. Is comprised of at least two fully enclosed parallel sections each not less than 12 feet wide by 36 feet long;

B. Was originally constructed with and now has a composition or wood shake or shingle, coated metal, or similar roof of not less than 3:12 pitch; and

C. Has exterior siding similar in appearance to siding materials commonly used on conventional site-built International Building Code single-family residences.

23.06.270 Development.

“Development” means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials, but not including any open wire fences in any F district.

23.06.275 District.

“District” means a portion of the city within which certain uses of land and buildings are permitted, and certain other uses of land and buildings are prohibited, or within which certain yards and other open spaces are required, or within which certain lot areas are established, or within which certain height limits are required for buildings, or within which a combination of such aforesaid regulations are applied, all as set forth and specified in this title, or any of the districts with which any combining regulations are combined.

23.06.280 Dormitories, fraternities and sororities.

“Dormitories,” “fraternities” and “sororities” mean a building occupied by and maintained

exclusively for students affiliated with an academic or professional college or university, or other recognized institution of higher learning.

23.06.285 Drinking establishment.

“Drinking establishment” means a business primarily engaged in the retail sale of alcoholic beverages for consumption on the premises, including nightclubs, bars, cocktail lounges, and taverns.

23.06.290 Drive-through.

“Drive-through” means a facility which, by its design, allows people to receive goods and/or services while remaining in their automobiles.

23.06.295 Drug store/pharmacy.

“Drug store/pharmacy” means an establishment engaged in the retail sale of prescription drugs, nonprescription medicines, cosmetics, vitamins, first-aid supplies, and other health-related products.

23.06.300 Dwelling, one-family attached.

“Dwelling, one-family attached” means a building designed for or containing one dwelling unit, which is attached on one or both sides with a common wall/zero lot line wall to one or more buildings of the same type.

23.06.305 Dwelling, one-family detached.

“Dwelling, one-family detached” means a detached building designed for or containing one dwelling unit, which may include an accessory apartment subject to the provisions of the zoning districts and RMC 23.42.020.

23.06.310 Dwelling, two-family detached.

“Dwelling, two-family detached” means a detached building designed for or containing two independent dwelling units.

23.06.315 Dwelling, multiple-family.

“Dwelling, multiple-family” means a building or portion thereof designed for or containing three or more independent dwelling units.

23.06.320 Dwelling unit.

“Dwelling unit” means a building or portion thereof providing complete housekeeping facilities for one family, which may include an accessory apartment unit subject to the provisions of the zoning districts and RMC 23.42.020.

23.06.325 Electronic equipment stores.

“Electronic equipment stores” means establishments engaged in the retail sale of a variety of electronic equipment including computers, televisions, stereos, and cameras.

23.06.330 Essential public facilities.

“Essential public facilities” means a facility, conveyance or site whose services are

provided by a governmental agency, a private or nonprofit organization under contract to or with substantial funding from government agencies, or a private organization subject to public service obligations, which is necessary to adequately provide a public service and which is typically hard to site.

23.06.335 Equipment rental.

“Equipment rental” means the use of a building or land for the purpose of providing tools, implements, or other articles to individuals or businesses on a temporary basis for a specified fee. This use does not include the rental of automobiles or trucks.

23.06.340 Family.

“Family” means one or more persons occupying a premises and living as a single, nonprofit housekeeping unit, as distinguished from a group occupying a hotel, club, boardinghouse or rooming house, fraternity or sorority house.

23.06.345 Family day care home.

“Family day care home” means a licensed facility in the licensee’s home providing regularly scheduled care for 12 or fewer children for periods less than 24 hours.

23.06.350 Farming of land.

“Farming of land” means the growing of seasonal crops and/or the tilling of soil. For purposes of this definition, the farming of land is typically an interim or temporary land use and would not typically include agricultural activities that are of a long-term nature, such as the planting of orchards or vineyards or the raising of livestock.

23.06.355 Fence.

“Fence” means an upright structure serving as an enclosure, barrier or boundary usually made of posts, boards, wire, iron, steel, or masonry.

23.06.360 Financial institution.

“Financial institution” means a business or institution engaged in monetary transactions such as banks, lending, savings and loan institutions and credit unions but excluding pay day loan businesses.

23.06.365 Flood or flooding – Flood Insurance Rate Map (FIRM) – Flood Insurance Study.

Repealed by Ord. 59-19.

23.06.370 Florist.

“Florist” means an establishment engaged in the retail sale of flowers and plants.

23.06.375 Food stores.

“Food stores” means stores primarily engaged in selling food and beverages for home preparation and consumption. It includes grocery stores; mini-market or convenience store uses; meat and fish markets, including freezer provisioners; fruit and vegetable markets; candy, nut, and confectionery stores; dairy products stores; retail bakeries; wine

and beer shops; liquor stores; and miscellaneous stores specializing in items such as spices, coffee, or health foods. As an accessory use, a food store may also sell prepared foods for on-site or off-site consumption.

23.06.380 Food wagon.

“Food wagon” means a vehicle that is used for retail food sales that is capable of operating from a variety of sites, rather than from a fixed location.

23.06.385 Fuel station/mini-mart.

“Fuel station/mini-mart” means establishments engaged primarily in the sale of automobile gasoline or other auto fuel to the general public. Such uses may include mini-market or convenience store uses involving the sale of snack food and beverage items.

23.06.390 Funeral establishment.

A “funeral establishment” is a place of business devoted exclusively to such activities as are related to the preparation and arrangements for the funeral, transportation, burial, or other disposition of dead bodies, and including but not limited to: (A) a chapel in which memorial, funeral, or religious services may be conducted; and (B) a preparation room equipped for the preparation and embalming of dead bodies for burial or transportation.

23.06.395 Furniture, home furnishings, and appliance stores.

“Furniture, home furnishings, and appliance stores” means businesses primarily engaged in the retail sale of goods used for furnishing the home, such as furniture, floor coverings, draperies, lighting fixtures, woodstoves, domestic cook stoves, refrigerators, and other household electrical and gas appliances. This category also includes rental of furniture, appliances, and the like.

23.06.400 General service businesses.

“General service businesses” means establishments which provide services involving the maintenance, repair or improvement of personal and household goods including computer and consumer electronics repair and service, custom framing shops, jewelry repair, locksmiths, shoe repair, tailors, upholstery shops, and similar uses.

23.06.405 Grade plane.

“Grade plane” means a reference plane representing the average of finished ground level adjoining the building at exterior walls. Where the finished ground level slopes away from the exterior walls, the reference plane shall be established by the lowest points within the area between the building and the lot line or, where the lot line is more than six feet from the building, between the building and a point six feet from the building.

23.06.410 Gross floor area.

“Gross floor area” means the sum of the areas of all floors included within the surrounding walls of a building, or portion thereof, exclusive of vents, shafts, and courts.

23.06.415 Guest room.

“Guest room” means a room which is intended, arranged, or designed to be occupied or

which is occupied by one or more guests, but in which no provision is made for cooking, and not including dormitories for sleeping purposes.

23.06.420 Habitable floor.

“Habitable floor” means any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof, except for a floor used only for storage purposes.

23.06.425 Hazardous waste.

“Hazardous waste” means all dangerous and extremely hazardous waste as defined by RCW 70.105.010.

23.06.430 Hazardous waste storage.

“Hazardous waste storage” means the holding of dangerous waste for a temporary period as regulated by the Washington State Dangerous Waste Regulations, Chapter 173-30 WAC.

23.06.435 Hazardous waste treatment.

“Hazardous waste treatment” means the physical, chemical, or biological processing of dangerous waste to make wastes nondangerous or less dangerous, safer for transport, amenable for storage, or reduced in volume.

23.06.440 Hazardous waste treatment and storage facilities, off site.

“Hazardous waste treatment and storage facilities, off site” means treatment and storage facilities that treat or store waste generated on properties other than those on which the off-site facilities are located.

23.06.445 Hazardous waste treatment and storage facilities, on site.

“Hazardous waste treatment and storage facilities, on site” means treatment and storage facilities that treat and store wastes generated on the same, geographically contiguous, or bordering property.

23.06.450 Hedge.

“Hedge” means a row of closely planted shrubs, bushes, or low growing trees forming a barrier, enclosure, or boundary.

23.06.455 Height of building.

“Height of building” means the vertical distance from grade plane to the average height of the highest roof surface. (See RMC 23.06.405 for definition of “grade plane.”)

23.06.460 Hog farm.

“Hog farm” means a lot, structure or building used for the raising or keeping of six or more hogs or swine.

23.06.465 Home occupations.

“Home occupations” means an occupation or business activity conducted within a

dwelling unit by a member or members of the family who occupy the dwelling, where the occupation or business activity is clearly incidental and secondary to the use of the dwelling for living purposes and the residential character of the dwelling is maintained.

23.06.470 Health/fitness center.

“Health/fitness center” means a building, group of buildings or combination of buildings and outdoor uses which together are used for sports, health and recreational uses whether on a membership basis or for the general public. Such facilities include, but are not limited to, gymnasiums, weight-reducing centers, dance studios, tennis, handball or racquetball courts, indoor or outdoor swimming pools and spas, weight training, exercise classes, and running tracks.

23.06.475 Health/fitness facility.

“Health/fitness facility” means health clubs, aerobics centers, athletic clubs and gymnasiums, handball and racquetball clubs, weight-reducing centers, dance studios, and other businesses primarily engaged in indoor health and recreation activities, whether on a membership basis or for the general public. Health/fitness facilities are conducted in buildings no larger than 5,000 square feet in area.

23.06.477 Health spa.

“Health spa” means a commercial facility providing body treatments, massage, gyms, spas, health and wellness activities and similar services.

23.06.480 Homeless shelter.

“Homeless shelter” means a facility designed to provide overnight accommodations and/or meals to homeless persons.

23.06.485 Hospital.

“Hospital” means a licensed institution designed within an integrated campus setting for the diagnosis, care, and treatment of human illness, both mental and physical.

23.06.490 Hospital or clinic for large animals.

“Hospital or clinic for large animals” means a medical facility or institution providing inpatient and outpatient veterinary service consisting of the prevention, cure, or alleviation of disease and injury to large animals or livestock.

23.06.495 Hospital or clinic for small animals.

“Hospital or clinic for small animals” means a medical facility or institution providing inpatient and outpatient veterinary service consisting of the prevention, cure, or alleviation of disease and injury to dogs, birds, cats, and similar small animals.

23.06.500 Hot tub.

“Hot tub” means a nonpermanent structure intended for recreational bathing, in which all controls, water heating, and water circulating equipment are an integral part of the product.

23.06.505 Hotel.

“Hotel” means any building or portion thereof containing six or more guest rooms, which is used, designed, or intended to be used, let, or hired out to be occupied, or which is occupied by six or more individuals for compensation, whether the compensation be paid directly or indirectly.

23.06.510 House-banked card room.

“House-banked card room” as used in this title means an establishment licensed by the Washington State Gambling Commission (the “Commission”) to offer “house-banked card games” as described in WAC 230-40-010 and subject to regulation by the Commission under RCW 9.46.070 and Chapter 230-40 WAC.

23.06.515 Junkyard.

“Junkyard” means the use of more than 100 square feet of the area of any lot, or the use of any portion of that half of any lot (but not exceeding a depth or width, as the case may be, of 100 feet) which adjoins any street, for the storage, keeping or abandonment of junk, including scrap metals or other scrap material, or the use of any area for an automobile wrecking yard; provided, however, that this definition shall not be deemed to include uses conducted entirely within an enclosed building or lots for the outdoor display and sale of used automobiles in operable condition.

23.06.520 Kennel, commercial.

“Kennel, commercial” means any lot, premises, building, or structure where six or more dogs, cats, and/or household pets over six months of age are kept.

23.06.525 Landscaping.

“Landscaping” shall consist of any of the following or combination thereof: material such as, but not limited to, grass, ground covers, shrubs, vines, hedges, and trees; and nonliving durable material commonly used in landscaping such as, but not limited to, rocks, pebbles, bark, sand, walls, or fences, but excluding paving and artificial plants.

23.06.530 Landscaping material sales.

“Landscaping material sales” means establishments engaged in the retail sale of materials commonly used in landscaping such as trees, shrubs, bark, gravel, patio bricks, concrete blocks, pond liners, and similar materials.

23.06.535 Large livestock farming.

“Large livestock farming” means the keeping of domesticated animals such as horses, ponies, burros, dairy and beef cattle, sheep, goats, swine, and similar animals which are kept for personal or agricultural use, or raised for sale and profit.

23.06.540 Lattice tower.

“Lattice tower” is a wireless communications support structure, which consists of metal crossed strips or bars to support antennas and related equipment.

23.06.545 Laundry, self-service.

“Laundry, self-service” means a business providing home-type washing, drying and/or ironing facilities where customers primarily complete the laundering of their own clothes.

23.06.550 Laundry/dry cleaning, retail.

“Laundry/dry cleaning, retail” means a business providing drop off and pick up services of laundry and dry cleaning where the actual laundry/dry cleaning activities are completed at an off-site commercial laundry/dry cleaning facility.

23.06.552 Laundry/dry cleaning, neighborhood.

“Laundry/dry cleaning, neighborhood” means a business providing drop off and pick up services of laundry and dry cleaning and where actual laundry/dry cleaning activities are completed on site in a process that primarily uses solvents or chemicals that are not regulated as hazardous by the Environmental Protection Agency. Such businesses shall operate in facilities that are 2,000 square feet in area or less.

23.06.555 Laundry/dry cleaning, commercial.

“Laundry/dry cleaning, commercial” means a business providing commercial laundry or dry cleaning services.].

23.06.560 Livestock feed lot.

“Livestock feed lot” means a lot, structure or building, or confined area used intensively for raising or keeping of more than six head of beef cattle or similar livestock for the purpose of feeding, breeding, conditioning, or holding the same for marketing or slaughter in which animal waste may accumulate, but not including barns, pens or similar structures.

23.06.565 Lot.

“Lot” means land occupied or to be occupied by a principal use or building or unit group of buildings and accessory buildings, together with such open spaces as are required under the provisions of this title, having not less than the minimum area required by this title, for a lot in the district in which such lot is situated, and having its principal frontage on a street, or having a permanent means of access to a street. A lot as defined herein is not necessarily the same as a platted lot.

23.06.567 Lot area.

“Lot area” means the total horizontal area included within lot lines.

23.06.570 Lot, corner.

“Lot, corner” means a lot bounded on two or more sides by street lines; provided, that the interior angle of intersection or interception of said street lines does not exceed 135 degrees.

23.06.572 Lot, interior.

“Lot, interior” means a lot other than a corner lot.

23.06.575 Lot line, front.

“Lot line, front” means, in the case of an interior lot, a line separating the lot from the street; in the case of a corner lot, a line separating the narrowest street frontage of the lot from the street; except in those cases in a C-1 district where a lot has two or more street frontages of equal length or nearly equal length, the front lot line shall be considered to be the line adjoining the street which the comprehensive plan shows is intended to carry the heaviest traffic flow.

23.06.577 Lot line, rear.

“Lot line, rear” means the lot line which is generally opposite the front lot line. If the rear lot line is less than 10 feet in length, or if the lot comes to a point at the rear, the rear lot line shall be deemed to be a line parallel to the front lot line, not less than 10 feet long, lying wholly within the lot and farthest from the front lot line.

23.06.580 Lot line, side.

“Lot line, side” means any lot boundary line not a front lot line or a rear lot line.

23.06.582 Lot depth.

“Lot depth” means the shortest horizontal distance between the front lot line and a line drawn parallel to the front lot line through the midpoint of the rear lot line. For lots with front lines containing curves or angles, the measurement shall be taken from a line drawn parallel to a base line adjoining the front corners of the lot and lying midway between said base line and a line drawn parallel to said base line tangent to the curve or through the angle point.

23.06.584 Lot width.

“Lot width” means the distance between side lot lines measured at right angles to the lot depth at its midpoint.

23.06.586 Lowest floor.

Repealed by Ord. 59-19.

23.06.587 Lumberyard.

“Lumberyard” means a business that sells building materials and/or lumber in large quantities, and includes a significant portion of its product storage outdoors or in warehouse portions of a building.

23.06.590 Macrofacility.

“Macrofacility” is a large wireless communication facility that provides radio frequency coverage for a cellular telephone network. Generally, macro cell antennas are mounted on ground-based towers, rooftops and other existing structures at a height that provides a clear view over the surrounding buildings and terrain. Macro cell facilities typically contain antennas that are greater than three cubic feet per antenna, and typically cover large geographic areas with relatively high capacity and may be capable of hosting multiple wireless service providers.

23.06.595 Mailing services.

“Mailing services” means a private establishment engaged in the business of renting mailboxes, accepting packages for delivery, selling packaging materials and/or providing bulk mailing services for customers.

23.06.600 Manufactured home.

“Manufactured home” means a single-family residence constructed after June 15, 1976, and in accordance with the U.S. Department of Housing and Urban Development (HUD) requirements for manufactured housing and bearing the appropriate insignia indicating such compliance.

23.06.605 Manufactured home lot, park, and stand.

“Manufactured home lot” means a designated portion of a manufactured home park designed for the accommodation of one manufactured home and its accessory structures.

“Manufactured home park” means any site, lot, field or tract of land under the ownership or management of one person, partnership, firm or corporation which is divided into manufactured home lots for tenancy or lease, upon which two or more manufactured homes are located and occupied for dwelling purposes.

“Manufactured home stand” means that area of a manufactured home lot which has been reserved for the placement of a manufactured home.

23.06.610 Manufacturing, general.

“Manufacturing, general” means a manufacturing use, typically having the potential of creating moderate noise, smoke, dust, vibration or other environmental impacts or pollution, and including but not limited to the following:

- A. Production of items made from stone or concrete;
- B. Production of items from ferrous or nonferrous metals through use of a machine shop, welding or fabrication; or from nonferrous metals through use of a foundry; or from ferrous metals through use of a foundry heated by electricity (induction melting);
- C. Production of finished goods that typically are not for household or office use, such as barrels, ceramic molds, or cardboard cartons, from materials that are already refined, or from raw materials that do not need refining, such as paper, fabric, leather, premilled wood; or wool, clay, cork, semiprecious or precious metals or stones, fiber, or other similar materials;
- D. Production of finished goods, for household or nonhousehold use, such as toys, film, pens, or linoleum from plastic, rubber, or celluloid;
- E. Production of parts to be assembled into a finished product;
- F. Development of film on a wholesale basis;
- G. Production of items through biological processes, such as pharmaceuticals and

industrial purifiers, manufactured by bioengineering techniques;

H. Production of items such as paint and coatings, dyestuffs, fertilizer, glue, cosmetics, clay, or pharmaceuticals that require the mixing or packaging of chemicals;

I. Food processing for human consumption except that involving the milling of grain or the refining of sugar.

23.06.615 Manufacturing, heavy.

“Manufacturing, heavy” means a manufacturing use, typically having the potential of creating substantial noise, smoke, dust, vibration and other environmental impacts or pollution, and including but not limited to:

A. Processing or refining of raw materials, such as but not limited to minerals, petroleum, rubber, wood or wood pulp, into other products;

B. The milling of grain or refining of sugar, except when accessory to a use defined as food processing for human consumption or as a retail sales and service use;

C. Slaughterhouses, including packing and freezing of meat products;

D. Refining, extruding, rolling, or drawing of ferrous or nonferrous metals, or the use of a noninduction foundry for ferrous metal;

E. Production of large durable goods such as motorcycles, cars, manufactured homes, airplanes, or heavy farm, industrial, or construction machinery;

F. Manufacturing of electrical components, such as semi-conductors and circuit boards, using chemical processes such as etching or metal coating;

G. Production of industrial organic and inorganic chemicals, and soaps and detergents; and

H. Conversion of solid waste into useful products or preparation of solid waste for disposal at another location by processing to change its physical form or chemical composition. This includes the off-site treatment or storage of hazardous waste as regulated by the State Department of Ecology.

23.06.617 Manufacturing, light.

“Manufacturing, light” means a manufacturing use, typically having little or no potential of creating noise, smoke, dust, vibration or other environmental impacts or pollution, and including but not limited to the following:

A. Production, assembly, finishing, and/or packaging of articles from parts made at another location, such as assembly of clocks, electrical appliances, or medical equipment;

B. Production of finished household and office goods, such as jewelry, clothing or cloth, toys, furniture, or tents, from materials that are already refined, or from raw materials that do not need refining, such as paper, fabric, leather, premilled wood; or wool, clay, cork, semi-precious or precious metals or stones, fiber, or other similar materials;

C. Canning or bottling of food or beverages for human or animal consumption using a mechanized assembly line;

D. Printing plants with more than 5,000 square feet of gross floor area;

E. Electronic product and component manufacturing including radio, TV, computers, data systems equipment, optical, photographic, engineering and similar precision instruments and high-tech industries.

23.06.620 Manufacturing use.

“Manufacturing use” means a business establishment in which articles are produced by hand or by machinery, from raw or prepared materials, by giving to those materials new forms, qualities, properties, or combinations, in a process frequently characterized by the repetitive production of items made to the same or similar specifications.

23.06.625 Marinas.

“Marinas” means an establishment providing docking, moorage space and activities relating to the maintenance and minor repair of pleasure boats and yachts.

23.06.630 Marine equipment rentals.

“Marine equipment rentals” means a business engaged in the rental of marine equipment, such as boats or jet skis, to individuals or businesses on a temporary basis for a specified fee.

23.06.635 Marine gas sales.

“Marine gas sales” means a business typically associated with a marina that engages in retail gasoline sales for boats and other marine equipment.

23.06.640 Master plan.

“Master plan” means a detailed site plan for certain distinct areas of the city for which specific plans have been reviewed and approved by the planning commission and the city council. A master plan for a distinct area is not to be construed as a substitute for the comprehensive plan as set forth in Chapter 23.01 RMC.

23.06.645 Microbrewery.

“Microbrewery” means a small-scale beer brewing plant located within a restaurant or tavern building in which a portion of the building is used for the production of beer for wholesale distribution and for on-site retail sale to restaurant or tavern patrons.

23.06.650 Microfacility.

Repealed by Ord. 07-19.

23.06.655 Mini-warehouse.

“Mini-warehouse” means a structure containing separate storage spaces of varying sizes that are leased or rented on an individual basis and outdoor yards for the storage of goods where storage, retrieval and transport are the responsibilities of the renter or lessee.

23.06.660 Mobile home.

“Mobile home” means a single-family residence transportable in one or more sections that are eight feet or more in width and 32 feet or more in length, built on a permanent chassis, designed to be used as a permanent dwelling and constructed before June 15, 1976.

23.06.665 Monopole.

“Monopole” means a vertical support structure consisting of a single vertical metal, concrete, or wooden pole, typically round or square and driven into the ground or attached to a foundation.

23.06.670 Motel.

“Motel” means a building or group of buildings containing guest rooms designed or used to provide transient lodging.

23.06.675 Nursing home or rest home.

“Nursing home” or “rest home” means a home for aged, chronically ill, incurable persons, or persons in need of convalescent care outside of a hospital in which two or more persons not of the immediate family are received, kept, or provided with food and shelter or care for compensation, but not including hospitals, clinics, or similar institutions devoted primarily to the diagnosis and treatment of disease or injury, maternity cases, or mental illness.

23.06.680 Nursery, plant.

“Nursery, plant” means an enterprise, establishment or portion thereof that conducts the retailing or wholesaling of plants grown on the site, as well as accessory items such as clay pots, potting soil, fertilizers, insecticides, garden implements, etc.

23.06.685 Office – Corporate.

“Office – corporate” means an establishment primarily engaged in providing internal office administration services as opposed to customer service in a single building or a campus setting; for example, the headquarters, regional offices and/or the administrative offices for a corporation. Generally, the majority of the traffic generated from corporate offices comes from employees and not the general public.

23.06.687 Office – Consulting services.

“Office – consulting services” means establishments providing a wide variety of professional services including but not limited to: accountants, engineers, geologists, architects, financial consultants, landscape architects, land planners, surveyors and interior designers who generally conduct research, provide analysis of information, computer simulation, diagramming, mapping and/or drafting in order to create new products or plans.

23.06.690 Office – General.

“Office – general” means an establishment which provides administrative, professional, educational, financial, governmental or customer services to individuals, businesses, institutions and/or governmental agencies in an office setting; for example, branch banks, travel agencies, medical offices, real estate offices, insurance agencies, government offices, customer service offices, data processing services, union or charitable organization offices and wholesalers’ offices.

23.06.695 Office – Research and development.

“Office – research and development” means an office/laboratory establishment engaged in the research, analysis, design, development and/or testing of a product.

23.06.700 Office supply store.

“Office supply store” means stores selling office products such as stationery, legal forms, writing implements, computers, copies, office furniture, and similar products.

23.06.705 Outdoor advertising sign.

“Outdoor advertising sign” means any lettered, figure, or pictorial matter or other sign of any kind or character whatsoever, made visible for outdoor advertising purposes anywhere.

23.06.710 Outdoor advertising structure.

“Outdoor advertising structure” means any structure of any kind or character erected or maintained for outdoor advertising purposes, upon which any outdoor advertising sign may be placed, including also outdoor advertising statuary.

23.06.715 Outdoor storage.

“Outdoor storage” means the storage of any products, materials, vehicles, equipment, junk, or scrap outside the confines of an enclosed building, and more specifically defined as:

A. Merchandise Display. Display of products and materials, and operable vehicles and equipment for the principal purpose of offering for sale at retail, and incidental to the business existing on the premises;

B. Equipment and Material Storage. Storage of any equipment or materials in usable condition which are not being specifically displayed as merchandise or offered for sale at retail; and

C. Junk and Scrap Storage. Storage of used products or scrap materials such as wood, cloth, paper, glass, metal, plastic, or rock material, which could be refurbished, recycled, or converted into usable stock or material.

23.06.720 Parking lot.

“Parking lot” means an open area, other than a street or alley, used for the temporary parking of automobiles and available for public use, whether free or for compensation, or

as an accommodation for clients or customers.

23.06.725 Parking space, automobile (off street).

“Parking space, automobile (off street)” means space within a public or private parking area, or within a building designed for or used for the temporary parking or storage of one motor vehicle.

23.06.728 Parking structure.

“Parking structure” means a structure used for the parking of vehicles where parking is accommodated on two or more levels.

23.06.730 Pasture.

“Pasture” means a fenced enclosure or confined area used for the grazing of livestock or small animals which contains sufficient vegetation to serve as the principal food source for the livestock confined therein.

23.06.732 Patio.

“Patio” means an outdoor space that is often paved or decked directly adjacent to a main building that is at or within 30 inches of adjacent grade.

23.06.735 Pawn shop.

“Pawn shop” means an establishment engaged in the buying or selling of new or secondhand merchandise and offering loans in exchange for personal property.

23.06.740 Pen.

“Pen” means a fenced enclosure or small confined area used for the raising or keeping of livestock or small animals, but not including barns, sheds or similar structures, or pasture.

23.06.745 Personal loan business.

“Personal loan business” means an establishment engaged in the business of cashing payroll checks and/or providing small, nonsecured, short-term loans to individuals.

23.06.750 Personal services business.

“Personal services business” means a business primarily engaged in providing services generally involving the maintenance of the human body, or other services to one’s person. Such businesses include, but are not limited to, barber and beauty shops, photographic studios, body piercing, manicuring shops, tanning parlors, body wrapping, tattoo parlors and massage practitioners.

23.06.755 Pet shop and pet supply store.

“Pet shop” and “pet supply store” mean establishments engaged in the retail sale of pets, pet food, supplies and the grooming of pets.

23.06.760 Photo processing, copying and printing services.

“Photo processing, copying and printing services” means retail establishments that

provide duplicating services using photocopy, blueprint and offset printing equipment, including collating of booklets and reports.

23.06.765 Pool, private.

“Pool, private” means a swimming pool built accessory to a dwelling unit and used for the enjoyment of the family living therein.

23.06.770 Pool, public.

“Pool, public” means a swimming pool to which the general public has access through the payment of a fee or admission charge.

23.06.775 Pool, semi-public.

“Pool, semi-public” means a swimming pool accessory to a hotel, motel, multiple dwelling or similar use to which the general public does not have usual access, and located for the convenience of the guests or patrons of a hotel, motel or similar use.

23.06.777 Porch.

“Porch” means an outdoor, typically raised and covered area, providing an entrance way to a building.

23.06.780 Portable food vendor.

“Portable food vendor” means the vending of food and/or beverages from a movable cart-type stand which is located on the same lot as, and in conjunction with, a permitted use. Portable food vending stands cannot be self-propelled, must serve only walk-up customers, and may not be stored outdoors when the portable food vendor is not open for business.

23.06.785 Poultry farm.

“Poultry farm” means a lot, structure or building used intensively for the raising, feeding, breeding, or keeping of chickens, turkeys, or other poultry for marketing or slaughter, or for the production of eggs for sale.

23.06.790 Public agency building.

“Public agency building” means any agency office for the administration of any governmental activity or program.

23.06.792 Public agency facility.

“Public agency facility” means a lot, structure, facility or building which is necessary for the operation of a public utility on which is performed a public service such as supplying water, wastewater disposal, electrical, transportation or communication service, usually as a monopoly or pursuant to a franchise by a business organization under governmental regulation, or directly by government.

23.06.795 Radio and television studio.

“Radio and television studio” means an establishment engaged in transmitting oral and visual programs, and which consists of a studio, transmitter, and antennas.

23.06.797 Reclassification.

“Reclassification” means a change in the city’s zoning map, resulting in a change in zoning designation on one or more parcels of property. Also referred to as a rezone.

23.06.800 Recreational club.

“Recreational club” means an area devoted to facilities and equipment for recreational purposes, swimming pools, tennis courts, playgrounds, community clubhouses, and other similar uses maintained by a nonprofit organization whose membership is limited to the residents within the area in which it is located; provided, that membership shall not be denied to residents of the area based solely on race, creed or color.

23.06.802 Recreational vehicle.

“Recreational vehicle” means a vehicular-type unit designed for temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. “Recreational vehicle” shall include, but not be limited to, the following:

A. Travel Trailer. A vehicular, portable structure built on a chassis and drawn by a motorized vehicle and which is designed to be used as a temporary dwelling for travel, recreational and vacation uses;

B. Camper. A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreational and vacation uses;

C. Motor Home. A portable, temporary dwelling to be used for travel, recreational and vacation use constructed as an integral part of a self-propelled vehicle;

D. Camping Trailer. A folding structure mounted on wheels and designed for travel, recreational and vacation uses. (See also “Dependent recreational vehicle,” RMC 23.06.260.)

23.06.805 Recreational vehicle campground.

“Recreational vehicle campground” means a lot or parcel of land occupied or intended for occupancy by recreational vehicles or tents for travel, recreational or vacation usage for short periods of stay subject to the provisions of this title.

23.06.807 Recreational vehicle park.

“Recreational vehicle park” means a lot or parcel of land occupied or intended for occupancy by recreational vehicles for travel, recreational or vacation uses allowing for longer periods of stay subject to the provisions of this title.

23.06.809 Recreational vehicle space.

“Recreational vehicle space” means a parcel of land in a recreational vehicle park or campground for the placement of a single recreational vehicle and the exclusive use of its occupants.

23.06.810 Restaurant.

“Restaurant” means a retail establishment engaged in the preparation and sale of food and beverages, including coffee shops, sandwich shops, ice cream parlors, fast food take-out, espresso stands, and similar uses. The term “restaurant” can be further described by the following types:

A. Restaurant, Drive-Through. A “restaurant” which has one or more drive-through lanes for ordering and dispensing of food and beverages to patrons remaining in their vehicles, for consumption off the premises. A drive-through restaurant may also have seating facilities.

B. Restaurant, Lounge. A restaurant which includes licensed on-site provision of alcoholic beverages for consumption on the premises as an accessory to food service.

C. Restaurant, Sit-Down. A restaurant at which all food and drink is consumed on the premises.

D. Restaurant, Take-Out. A restaurant that offers a take-out service whereby food may be consumed off the premises. A take-out restaurant may also have seating facilities.

23.06.817 Sales, retail.

“Sales, retail” means sale to the ultimate consumer for direct consumption and not for resale.

23.06.820 Sales, wholesale.

“Sales, wholesale” means sale for resale not for direct consumption. For the purpose of land use classifications, a business primarily engaged in wholesale sales, with less than 25 percent of the square footage of sales in related retail, will be classified as wholesale.

23.06.825 Sanitary station or sanitary dumping station.

“Sanitary station” or “sanitary dumping station” means a facility used for removing and disposing of wastes from recreational vehicle sewage holding tanks.

23.06.830 School.

“School” means public or private graded educational institution facility, structure or building but not including trade schools.

23.06.832 School, alternative.

“School, alternative” means a school which offers a curriculum which is equivalent to but is a substitute for the curriculum commonly found in more traditional public or private schools.

23.06.833 School, commercial.

“School, commercial” means a business establishment where instruction is given, in exchange for payment of a fee. Examples of subjects taught include, but are not limited to, dance, computer skills, music, and martial arts.

23.06.834 School, trade.

“School, trade” means an educational facility, structure or building operated as a business enterprise offering instruction or training in the trades or industrial arts such as welding, brick laying, machinery operation, cooking, printing or similar trades or industrial arts, but not including schools.

23.06.835 Secondhand/consignment store.

“Secondhand/consignment store” means an establishment engaged in the retail sale of used clothing, sports equipment, appliances, and other merchandise.

23.06.840 Senior housing.

“Senior housing” means a complex of dwellings, exclusively designed for and occupied by households having least one person 62 years of age or older.

23.06.845 Sensitive land uses.

“Sensitive land uses” means those land uses which are particularly sensitive to the secondary effects of adult use businesses. “Sensitive land uses” include the following:

- A. Churches, or other religious facilities or institutions;
- B. Multiple-family and single-family residential zones;
- C. Playgrounds and public parks;
- D. Public and private schools, technical schools and training facilities which have 25 percent or more of their students under the age of 18.

23.06.850 Small livestock farming.

“Small livestock farming” means the keeping of four or more domesticated animals such as rabbits, chickens, ducks, turkeys, and similar fowl and animals which are kept for personal or agricultural use, or raised for sale and profit.

23.06.855 Specialty retail store.

“Specialty retail store” means one of a wide variety of stores involved in the retail sale of one or more general categories of specialty goods and merchandise, including but not limited to the following types of specialty stores: sporting goods, bicycles, glassware and chinaware, fishing tackle, music, greeting cards, jewelry, toys, hobby supplies, games, cameras, gifts and souvenirs, sewing supplies, tobacco products, newspapers, magazines, and comic books, religious supplies, guns and gun supplies or other miscellaneous goods.

23.06.857 Specialized athletic training facility.

“Specialized athletic training facility” means an open floor plan facility having less than 50% of the floor area occupied by fixed-location athletic equipment. Specialized athletic training facilities include but are not limited to rock-climbing gyms, gymnastics facilities, yoga facilities and other similar open floor plan facilities used for indoor athletic training.

23.06.860 Specified anatomical areas.

“Specified anatomical areas” means:

- A. Less than completely and opaquely covered human genitals, pubic region, buttock or female breast below a point immediately above the top of the areola; and
- B. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

23.06.862 Specified sexual activities.

“Specified sexual activities” means:

- A. Human genitals in a state of sexual stimulation or arousal; and/or
- B. Acts of human masturbation, sexual intercourse or sodomy, whether between persons of the same or opposite sex; and/or
- C. Fondling or other erotic touching of human genitals, pubic region, buttock or female breast; and/or
- D. Excretory functions as part of or in connection with any of the activities set forth in this chapter.

23.06.865 Stable, private.

“Stable, private” means a building in which horses are kept for private use and not for remuneration, hire, or sale.

23.06.867 Stable, public.

“Stable, public” means a building in which horses are kept for remuneration, hire, or sale, including a riding academy.

23.06.870 Stock-in-trade.

“Stock-in-trade” means all books, equipment, magazines, periodicals, pictures, posters, printed material, products (including prerecorded video tapes, discs, or similar material), or other items readily available for purchase, rental, viewing or use by patrons of the establishment excluding material located in any storeroom or other portion of the premises not open to patrons.

23.06.871 Storage container.

“Storage container” is defined as provided in RMC 11.33.010.

23.06.875 Story.

“Story” means that portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above it, then the space between the floor and the ceiling next above it. A mezzanine floor shall be counted as a story if it covers over one-third of the area of the floor next below it, or if the vertical distance from

the floor next below it to the floor next above it is 24 feet or more. A basement shall be counted as a story if its ceiling is over six feet above the level from which the height of the building is measured.

23.06.880 Street.

“Street” means a public thoroughfare which affords the principal means of access to abutting property, including avenue, place, way, drive, lane, boulevard, highway, road, and any other thoroughfare except an alley.

23.06.885 Structure.

“Structure” means anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

23.06.888 Substantial damage.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

23.06.890 Substantial improvement.

“Substantial improvement” means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvement or repair is started, or if the structure has been damaged and is being restored, before the damage occurred. “Substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term “substantial improvement” does not include any project for improvement to comply with existing state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official which are the minimum necessary to assure safe living conditions, or any alteration of a structure listed on the National Register of Historic Places or State Inventory of Historic Places.

23.06.895 Theater.

“Theater” means a facility used by and for the performing arts but not including cinema.

23.06.900 Towing, vehicle impound lots.

“Towing, vehicle impound lots” means lots used for the temporary storage of vehicles which have been towed by a towing company or for impounded vehicles, but which does not include permanent vehicle storage or dismantling of vehicles.

23.06.905 Travel trailer.

See “Recreational vehicle,” RMC 23.06.802.

23.06.910 Truck terminal.

“Truck terminal” means a business providing a location where goods carried by motor

transport can be received, transferred from one vehicle to another, and/or shipped, where the primary purpose is not storage but to serve as a point of transfer.

23.06.915 Use – Permitted.

“Use – permitted” means a use authorized or allowed alone in a specified use district for the preservation or promotion of which the use district is established and subject to the requirements of the regulations and standards of such use district, and to which all other uses are accessory, special, conditional, or nonconforming.

23.06.920 Use – Accessory (secondary).

“Use – accessory (secondary)” means a secondary or minor use of a lot, structure, or building designed or employed in conjunction with, but subordinate or incidental to, and compatible with the principal permitted use for which the use district is established, and subject to the regulations and standards of such use district.

23.06.925 Use – Nonconforming.

“Use – nonconforming” means the use of a building or other structure or of a tract of land which does not conform to the use regulations of this title for the district in which it is located, either at the effective date of the ordinance codified in this title or as a result of subsequent amendments which may be incorporated into this title.

23.06.930 Use – Special.

“Use – special” means any use of a lot, structure or building which by its nature, intensity or potential impact upon an area cannot be considered as a principal or accessory use within a use district, but when subject to special conditions and standards specified in a special use permit may be compatible with other uses in the same or adjacent use districts.

23.06.935 Variance.

“Variance” means a modification of the regulations of this title granted by the board of adjustment after finding that the literal application of the provisions of this title would cause undue and unnecessary hardship in view of certain facts and conditions applying to a specific parcel of property.

23.06.937 Vehicle-based food service.

“Vehicle-based food service” means the vending of food and/or beverages from a large vehicle that is equipped to both cook and sell food, and that is capable of being moved from place to place as provided in RMC 23.42.325.

23.06.940 Vehicle leasing and rentals.

“Vehicle leasing and rentals” means the use of any building or land for a business involving the leasing of vehicles.

23.06.945 Vehicle sales.

“Vehicle sales” means the use of any building or land for the display and sale or long-term lease of new or used automobiles, panel trucks or vans, boats, or motorcycles and

including any warranty repair work and other repair service conducted as an accessory use.

23.06.950 Video rental store.

“Video rental store” means an establishment engaged primarily in the renting or sale of videocassettes, DVDs, and video games.

23.06.955 Warehousing and wholesale trade.

“Warehousing and wholesale trade” means establishments involved in the storage and/or sale of bulk goods for resale or assembly, excluding establishments offering the sale of bulk goods to the general public.

23.06.960 Warehousing, storage and distribution.

“Warehousing, storage and distribution” means a building where goods and materials are kept immediately prior to their delivery to retail outlets or their sale to other businesses. This use may include vehicle maintenance or storage as an accessory use.

23.06.965 Wholesale use.

“Wholesale use” means a business that stores large stocks of goods for sale in bulk quantities to retail outlets. Sales to the general public do not occur on the site, nor is the location of the business advertised through newspapers, flyers or other media designed to reach the consumer.

23.06.970 Wineries – Production.

“Wineries – production” means an establishment engaged in the production of wine for wholesale distribution.

23.06.972 Wineries – Tasting room.

“Wineries – tasting room” means an establishment engaged in the retail sales of wines.

23.06.975 Yard.

“Yard” means an open space of uniform width or depth on the same lot with a building or a group of buildings, which open space lies between the building or group of buildings and the nearest lot line and is unoccupied and unobstructed from the ground upward, except for the certain exceptions specified in this title. In measuring a yard, as hereinafter provided, the “line of a building” shall be deemed to mean a line parallel to or concentric with the nearest lot line drawn through the point of a building or the point of a group of buildings nearest to such a lot line, exclusive of the exceptions referenced above, and the measurements shall be taken from the line of the building to the nearest lot line.

23.06.980 Yard, front.

“Yard, front” means a yard extending the full width of the site and measured as to depth at the least horizontal distance between the street right-of-way line and the exterior wall.

23.06.983 Yard, rear.

“Yard, rear” means a yard which extends the full width of the site and is measured as to

depth at the least horizontal distance between the rear lot line and the exterior wall.

23.06.985 Yard, side.

“Yard, side” means a yard which extends from the front yard or front lot line where no front yard exists to the rear yard or rear lot line where no rear yard exists and is measured as to width at the least horizontal distance between the side lot line and the exterior wall.

Section 2. Richland Municipal Code Chapter 23.54, entitled Off Street Parking and Landscaping, as first enacted by Ordinance No. 28-05, and last amended by Ordinance No. 10-21, is hereby amended as follows:

**CHAPTER 23.54
OFF-STREET PARKING AND LANDSCAPING**

Sections:

- 23.54.010 Off-street parking required.**
- 23.54.020 Standards and requirements.**
- 23.54.030 Unspecified uses.**
- 23.54.040 Motorcycles.**
- 23.54.050 Bicycles.**
- 23.54.060 Mixed occupancies.**
- 23.54.070 Joint use of parking facilities – Continuance assured.**
- 23.54.080 Joint use of parking facilities – Spaces required.**
- 23.54.090 Location of parking spaces.**
- 23.54.100 Spaces lost for access.**
- 23.54.110 Improvement of parking spaces.**
- 23.54.120 Layout plan.**
- 23.54.130 Loading and unloading.**
- 23.54.140 Landscaping of parking facilities.**
- 23.54.150 Adjustments of landscaping standards.**
- 23.54.160 Perimeter landscaping of industrial facilities.**

23.54.010 Off-street parking required.

In all use districts space for the off-street parking of vehicles shall be provided and improved for use in accordance with the following:

A. For all new construction and development, off-street parking shall be provided in accordance with the requirements set forth in this chapter.

B. When any existing building or use is enlarged, expanded or altered to effect an arrangement of space or use which increases the required number of spaces by more than 10 percent over the number required by the building or use prior to the change or alteration, off-street parking shall be provided in accordance with the requirements set forth in this chapter; provided, that if the number of additional required parking spaces from any such enlargement, expansion or alteration is four or less, no additional off-street parking need be provided or improved.

23.54.020 Standards and requirements.

The minimum required parking spaces for the respective uses shall be as follows:

A.	Residential Uses	Number of Parking Stalls Required
1.	Single-family attached and detached dwellings, manufactured homes, condominiums and duplexes	2 spaces per dwelling unit.
2.	Multiple-family complexes Apartments, studio	1.5 spaces per dwelling unit. 1 space per dwelling unit.
3.	Housing for the elderly	1 space per 2 dwelling units.
4.	Rooming houses, boardinghouses and dormitories	1 space per person capacity.
5.	Hotels and motels	1 space/room, plus required space for any restaurant (1 space per 100 square feet of GFA*), plus 50% of required spaces for other associated uses.
B.	Institutional Uses	Number of Parking Stalls Required
1.	Elementary and middle schools	2 spaces for each classroom.
2.	High schools	8 spaces for each classroom.
3.	Colleges, universities and instructional facilities – adult	1 space per every 3 seats in classrooms.
4.	Day care centers	2 spaces per staff person with a minimum of 4 spaces.
5.	Churches, mortuaries and funeral homes	1 space per 4 seats in the chapel or nave.
6.	Rest homes, nursing homes and convalescent centers	1 space per staff doctor plus 1 space for every 3 other staff plus 1 space per every 5 beds.
7.	Hospitals	1 space per staff doctor, plus 1 space for every 3 other staff members, plus 1 space for every 3 beds.
8.	Medical and dental clinics	1 space per 250 square feet of GFA.
C.	Office Uses	Number of Parking Stalls Required
1.	Banks, businesses or professional offices	1 space per 350 square feet of GFA less 3 spaces for each drive-through window up to a maximum reduction of 33% of the required spaces.
2.	Drive-through windows – banks	6 spaces per drive-through window (8'

		wide x 18' long) plus 1 service space and 1 exit space per window.
3.	Drive-through windows – nonbank and nonfood	1 service space per window plus 1 stacking space per window (8' wide x 18' long) plus 1 parking space per maximum number of on-duty employees.
D.	Commercial and Industrial Uses	Number of Parking Stalls Required
1.	Food stores, markets, drugstores, liquor stores, and designed shopping centers less than 3,000 square feet GFA (exclusive of basement areas)	1 space per 400 square feet of GFA.
2.	Food stores, markets, drugstores, liquor stores, and designed shopping centers more than 3,000 square feet GFA (exclusive of basement areas)	1 space per 300 square feet of GFA.
3.	Small appliance, personal service, hardware, household equipment, clothing and other retail stores	1 space per 400 square feet of GFA.
4.	Large appliance and furniture stores	1 space per 800 square feet of GFA.
5.	Wholesale stores, warehouses, storage buildings, motor vehicle or machinery sales	1 space per employee, with a minimum of 4 spaces.
6.	Service stations	1 space per employee, plus 1 space per service bay (bay not counted as a space), with a minimum of 4 spaces.
7.	Automobile laundries and car washes	2 spaces at the ingress and 2 spaces at the egress of each lane or washing bay.
8.	Self-service laundromat	1 space per 2 washing machines.
9.	Manufacturing	1 space per each 2 employees on the largest shift.
E.	Restaurant and Tavern Uses	Number of Parking Stalls Required
1.	Seated customers	1 space per 100 square feet of GFA.
2.	Take out service	1 space per 100 square feet of GFA.
3.	Drive-in only	1 space per 50 square feet of GFA.
4.	Drive-in as fixed type of facility	1 space per 100 square feet of GFA.
5.	Drive-through	5 spaces per window with a minimum of 8 spaces.

F.	Places of Assembly and Recreational Facilities	Number of Parking Stalls Required
1.	Places of assembly, dance halls, skating rinks and exhibition halls without fixed seats	1 space per 150 square feet of GFA.
2.	Places of assembly, stadiums, sports arenas, auditoriums with fixed seats	1 space per 3 seats.
3.	Bowling alleys	5 spaces per each lane.
4.	Tennis, squash, handball, etc.	2 spaces per court.
5.	Swimming pools	1 space per 50 square feet of surface water area.
6.	Basketball and volleyball	6 spaces per court.
7.	Golf	7 spaces per green.
8.	Indoor not previously mentioned	1 space per 150 square feet of GFA.
9.	Outdoor not previously mentioned	1 space per 2,500 square feet of land area.
<u>10.</u>	<u>Specialized Athletic Training Facility</u>	<u>1 space per 350 square feet of GFA</u>

* GFA = Gross Floor Area.

23.54.030 Unspecified uses.

In those instances where this title does not specify a parking requirement for a specific use, the administrative official shall establish the minimum requirement on a case-by-case basis. The applicant may be required to provide sufficient information to demonstrate that the parking demand for a specific use will be satisfied, based upon existing uses similar to the proposed use and other relevant factors including but not limited to required parking for the proposed use as determined by other comparable jurisdictions and based on available planning and technical studies. The administrative official may require the applicant to have a parking study for the proposed use prepared by a professional consultant with expertise in preparing traffic and parking demand analyses.

23.54.040 Motorcycles.

Parking spaces for motorcycles shall be provided as follows:

A. All multiple-family developments and nonresidential uses listed in RMC 23.54.020 shall provide one motorcycle space for every 25 required automobile spaces, with a minimum of one space.

B. Each motorcycle space shall be easily accessible and have adequate space for a standard size motorcycle.

C. Spaces shall be surfaced in accordance with RMC 23.54.110.

D. The normal automobile parking requirement may be reduced by one space for every three motorcycle spaces provided, up to a maximum reduction of five percent of the required spaces.

E. Motorcycle parking areas shall be clearly identified with appropriate striping.

23.54.050 Bicycles.

Parking spaces for bicycles shall be provided as follows:

A. All commercial (office, retail, wholesale, warehousing), industrial, institutional, and recreational uses, except businesses whose main purpose is servicing automobiles, shall provide a minimum of five bicycle spaces, with an additional bicycle space for each 30 required parking stalls. Schools shall provide five spaces per elementary and junior high classroom, and two spaces per high school classroom.

B. Devices shall be provided to which bicycles can be securely locked.

C. Spaces shall be easily accessible, large enough to park a full sized 10-speed bicycle when other bicycles are present, have a durable and dust-free surface, graded and drained, and be maintained in a trash-free manner.

D. Spaces shall be adequately illuminated during normal hours of operation.

23.54.060 Mixed occupancies.

In the case of mixed uses, the total requirements for off-street parking facilities shall be the sum of the requirements for the various uses computed separately. Off-street parking facilities for one use shall not be considered as providing required facilities for any other use except as hereinafter specified for a joint use.

23.54.070 Joint use of parking facilities – Continuance assured.

Two or more properties may jointly use a common parking facility, provided said facility is jointly owned or otherwise secured by easement or other sufficient legal document that assures continuance of the joint use of said facility.

23.54.080 Joint use of parking facilities – Spaces required.

For joint use of parking facilities, the total number of required spaces may be reduced by 10 percent. The number may be reduced by a total of 25 percent with the approval of the board of adjustment. Under the following circumstances, further reduction may be made:

A. No more than 50 percent of the parking spaces required for a theater, church, bowling alley, dance hall, bar, restaurant, or other enterprise which is primarily a nighttime or Sunday use may be supplied by the off-street parking spaces allocable to certain other types of uses specified under RMC 23.54.020.

B. No more than 50 percent of the parking spaces required for a bank, business office, retail store, personal service shop, household equipment or furniture shop, or other enterprise which is primarily a daytime and non-Sunday use may be supplied by the off-street parking spaces allocable to certain nighttime or Sunday uses.

Application to the board of adjustment for more than 10 percent reduction shall be by letter, stating the reasons for the request.

23.54.090 Location of parking spaces.

Required off-street parking spaces shall be located as follows:

A. For any type of dwelling: on the same lot with the building to be served.

B. For any other use except one served by an approved joint-use parking facility: on the same lot with, or not more than 300 feet from, the building or use to be served.

C. For a use served by an approved joint-use parking facility: on the same lot with, or not more than 800 feet from, the building or use to be served.

D. For a planned shopping center: in the location or locations contemplated by the general over-all layout scheme for said center at ultimate development (e.g., peripheral parking).

23.54.100 Spaces lost for access.

In situations where parking spaces attributed to one use become the official means of access to another use, the latter use shall, as a condition of site or building plan approval, provide a number of spaces equal to the number rendered unusable. Such spaces shall be in addition to the number required for the new use, and the allocation shall be documented in a manner satisfactory to the administrative official.

23.54.110 Improvement of parking spaces.

Any parking facility for four or more vehicles shall be improved in accordance with the following requirements:

A. Off-street parking facilities shall be surfaced with a durable and dust-free surface; shall be graded and drained so as to dispose of surface water to the satisfaction of the city engineer; and shall be maintained in good condition free of weeds, dust, trash, and debris. Nonemployee parking areas shall be paved and all such spaces shall be delineated by striping as shown in attached Plate 3 which is set forth at the end of this section.

B. Any lighting used to illuminate any off-street parking facility shall be so arranged as to reflect light away from any residential adjoining premises.

C. No more than two feet six inches of overhang beyond a wheel stop may be counted as part of a parking space. Said overhang shall not interfere with landscaping or decrease the clear width of a sidewalk to less than four feet by its encroachment.

D. Off-street parking area layout and dimensions shall be not less than as shown by

Plates 1, 2 and 3, which are set forth at the end of this section. Exits and entrances shall be approved by the administrative official.

E. Except for parking spaces or other vehicle use areas under, on, or within buildings, and areas serving single-family and two-family uses, off-street parking facilities shall be landscaped in accordance with RMC 23.54.140.

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

Section 4. 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 5. 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 _____, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____

Exhibit 3



File No. EA2021-117

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

Description of Proposal: Wave Design Group is proposing a text amendment to the Richland Municipal Code. Specifically, the proposed amendment would add a definition and a parking standard for a newly created category "Specialized Athletic Training Facility."

Proponent: Wave Design Group

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.

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

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

Responsible Official: Mike Stevens

Position/Title: Planning Manager

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

Date: May 28, 2021

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: Fowler Street Code Amendment
2. Name of applicant: Wave Design Group, Kyle Lepper
3. Address and phone number of applicant and contact person: 418 N. Kellogg St. Ste B, Kennewick, WA 509-737-1000

4. Date checklist prepared: 03-09-2021
5. Agency requesting checklist: City of Richland
6. Proposed timing or schedule (including phasing, if applicable): Requesting code amendment as soon as City will allow.
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. No
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. None
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. No.
10. List any government approvals or permits that will be needed for your proposal, if known.
We are requesting amendment to the City Code regarding parking requirements.
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.) We are requesting the City consider an amendment to the Municipal Code to allow for a previously unclassified occupancy for off-street parking.
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. 1977 Fowler Street
Parcel No.: 129993012519006

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

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

a. General description of the site:

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

b. What is the steepest slope on the site (approximate percent slope)? 10%

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. 70% sand, 22% silt, 3% clay

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. No
- 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. None
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. No
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? 80%, no change
- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: None

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
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. None
- c. Proposed measures to reduce or control emissions or other impacts to air, if any: N/A

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.
No
 - 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
 - 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
 - 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.
No

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.
No

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.
No

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.
No

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.
None

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.
Stormwater is contained on site and discharged into the soil through accepted methods.

2) Could waste materials enter ground or surface waters? If so, generally describe.
No

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.
No

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: No change from current methods

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

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

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

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

None

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

N/A

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

No change from current landscaping

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

None

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

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.

None

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

Yes, Richland is within the Pacific Flyway

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

N/A

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

N/A

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.

Existing electrical and natural gas for power and heating.

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

No

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

N/A

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. None

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

None

- 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.

None

- 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.

None

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

None

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

None

b. **Noise**

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

None

- 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.

None associated with the proposal

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

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.
Site has a 34,000 sf building with leasible space taken by tenants of various uses.
No proposal will not affect adjacent land uses.
- 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?
Site has never been agricultural
- 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
- c. Describe any structures on the site.
34,000 sf pre-engineered metal building shell
- d. Will any structures be demolished? If so, what?
No
- e. What is the current zoning classification of the site?
C-3 General Business
- f. What is the current comprehensive plan designation of the site?
Commercial
- g. If applicable, what is the current shoreline master program designation of the site?
N/A
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.
No
- i. Approximately how many people would reside or work in the completed project?
Approximately 25 people
- j. Approximately how many people would the completed project displace?
None
- k. Proposed measures to avoid or reduce displacement impacts, if any: N/A

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: Consultation with the City Planning Department regarding revised code amendment proposal.
- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: N/A

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

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.
N/A
- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.
N/A
- c. Proposed measures to reduce or control housing impacts, if any:
N/A

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?
Existing building is metal wall and roof panels with CMU wainscot, tallest portion is approximately 30'.
- b. What views in the immediate vicinity would be altered or obstructed?
None
- b. Proposed measures to reduce or control aesthetic impacts, if any:
None

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

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?
Exterior lighting and site lighting will be on from dusk until dawn.
- b. Could light or glare from the finished project be a safety hazard or interfere with views?
No
- c. What existing off-site sources of light or glare may affect your proposal?
None
- d. Proposed measures to reduce or control light and glare impacts, if any: None

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

- a. What designated and informal recreational opportunities are in the immediate vicinity?

None

- b. Would the proposed project displace any existing recreational uses? If so, describe.

No

- 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

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.

No

- 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.

No

- 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.

GIS data and historic maps

- 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.

None

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.

At the east end of Fowler Street, North of WA-240

- 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?

No

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? None eliminated, existing 68 spaces

- 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).

No

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

No

- 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?

20-40 trips per day currently, no change following proposal

- 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.

No

- h. Proposed measures to reduce or control transportation impacts, if any:

The proposed code change will allow use of a portion of the building by potential tenant.

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.

No

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

None

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

- a. Circle utilities currently available at the site:

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

- c. 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.

No change in utilities.

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 Kyle Lepper

Position and Agency/Organization Project Architect, Wave Design Group

Date Submitted: 03/09/2021

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?

No increase in harmful emmissions.

Proposed measures to avoid or reduce such increases are:

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

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

N/A

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

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

N/A

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

Increased use on Fowler and utilities use for tenant space

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

Efficient equipment.

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

No known conflicts.



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 Chapters 23.06 and 23.54 related to minimum parking requirements for specialized athletic training facilities. Specifically, the proposed amendment to RMC Chapter 23.06 will provide a new definition for specialized athletic training facilities, while the proposed amendment to RMC Chapter 23.54 will result in a parking standard requiring 1 parking space per 350 square feet of gross floor area for new specialized athletic training facilities.



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 28, 2021 City Council: August 17, 2021 Proposed / Date of Adoption: September 7, 2021
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 PUBLIC HEARING (CA2021-107 & EA2021-117)

Notice is hereby given that pursuant to RMC Section 19.20, the Richland Planning Commission will conduct a virtual public hearing and review of application CA2021-107 at 6:00 p.m., July 28, 2021. All interested parties are invited to attend and present testimony at the virtual public hearing. Those individuals wishing to speak at the public hearing will need to register by 4:00 p.m. on the date of the hearing by visiting the City of Richland's website www.ci.richland.wa.us.

Project Description: Wave Design Group is proposing a text amendment to Richland Municipal Code (RMC) Chapters 23.06 and 23.54, related to minimum parking requirements for specialized training facilities.

Environmental Review: The proposal is subject to environmental review. The City reviewed the proposed project for probable adverse environmental impacts under the State Environmental Policy Act (SEPA). The City issued a determination of non-significance on May 28, 2021, and the comment period concluded on June 11, 2021. There were no appeals of the SEPA determination. 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.

Public Comments: Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift 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 Wednesday, July 14, 2021 to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing.

Copies of the staff report and recommendation will be available on the City of Richland website www.ci.richland.wa.us beginning Thursday, July 22, 2021.

18.36.060: - Specific Parking Requirements.

Except for the CBD zoning district, off-street parking is as follows for the uses indicated in the following table:

Uses	Required Parking
Agricultural processing plant, warehouse	1 per employee
Ambulance service	1 per ambulance plus 1 per employee on the largest shift
Animal clinic/veterinary	1 per 250 square feet of gross indoor floor area
Animal processing facility	1 per employee
Appliance and furniture sales/service	1 per 1,000 square feet of display area
Assisted living facility	1 per 4 residents plus 1 per staff on largest shift
Auction yard (excluding livestock)	1 per 300 gross square feet
Auditoria, theatres, stadia (including religious sanctuaries)	1 per 4 fixed seats or 1 per 150 square feet of floor area
Automobile impound yard	1 per 500 gross square feet of building area plus 1 per 5,000 gross square feet of outdoor storage area
Automobile sales/rental	1 per 400 gross square feet of inside display area, 1 per 2,000 gross square feet of outside display area
Automobile/truck/RV/motor-cycle service, painting, repair, body and fender works	1 per 300 gross square feet plus 2 per service bay (each space in a service bay counts as a parking space)

Bank, savings/loan and other financial institutions	1 per 300 gross square feet; if a drive-through window is provided may be reduced to 1 per 400 gross square feet
Barber/beauty shop	1 per chair and 1 per employee
Bed and breakfast	1 per guest room
Bowling alley	4 per lane plus additional required spaces for other uses
Brewery, winery and/or distillery	1 per each employee on the maximum shift plus 1 space per 4 seats in any tasting room or other visitor facility
Building supply and home improvement	1 per 300 gross square feet of retail area, 1 per 1,000 gross square feet of warehouse area, 1 per 600 gross square feet of assembly or light manufacturing area
Call center, telephone	1 per employee
Carnival, circus	1 per 400 gross square feet lot area
Carpenter shop	1 per 600 gross square feet
Carwash, self-service	2 spaces for drying and cleaning purposes per stall, plus 3 reservoir spaces in front of each stall
Casino	1 per 50 gross square feet of dining, bar, gaming and dance space, plus 1 per 2 employees
Church or other place of worship	1 per 4 seats or 8 lineal feet of bench seating; plus additional required spaces for other uses
College or university	1 per 600 gross square feet of classroom and 1 per 5 seats in principal assembly room
Community hall, club or lodge	1 per 200 gross square feet

Community recreational facility	1 per 200 gross square feet
Community residential facility	2 plus 1 per employee on maximum shift
Composting storage/ processing, commercial	3 plus 1 per employee
Contractor's yard	1 per employee
Convalescent home, nursing home	1 per 2 beds
Convenience store	1 per 350 gross square feet, plus 2 for every 2.5 seats of on-site seating, but not less than 10. Service area at gas pumps shall not be counted as parking spaces
Dance, exhibition and assembly halls	1 per 75 square feet of gross floor area of main assembly room
Day care, child and adult	1 per employee, plus 1 per 10 children or adults
Dry cleaning, retail	The greater of 3 spaces or 1 per 300 square feet except where located in a shopping center.
Dry cleaning, laundry, linen supply plant, commercial	1 per 600 gross square feet
Dwelling, accessory apartments	1 per dwelling unit
Dwelling, congregate	1 per sleeping room

Dwelling, elderly or handicapped (two or more units)	1 per 1.5 units; a reduction of the number of parking to 1 per 2 units allowed if: a) Public transportation directly available; and b) Essential services, specifically shopping, is available within ½ mile of site; and c) A notarized agreement to provide additional off-street parking in conformance with applicable regulations if all or portion of complex converts to complex not restricted to elderly or handicapped
Dwelling, multifamily	
Studio and 1 bedroom	1 per dwelling unit, plus 5% of total for guests
Two or more bedrooms	1.5 per dwelling unit, plus 5% of total for guests
Dwelling, one- and two-family, townhouse	2 per dwelling unit
Electrical/electronic/computer component and system manufacturing/assembly	1 per 600 gross square feet
Entertainment/recreation facilities, indoor	1 per 250 gross square feet for areas not covered below, except when located in a shopping center
Skating rink	1 per 200 gross square feet
Swimming pool/jacuzzi	1 per 100 gross square feet of water surface area
Tennis, racquetball and similar courts	2 per court
Entertainment/recreation facilities, outdoor	

Golf course	4 per hole
Golf driving range/ training center	2 per designated driving station on driving range and 1 per 500 square feet of putting/chipping green
Skating rink	1 per 200 gross square feet
Sports field	20 per acre of site
Swimming pool/jacuzzi	1 per 100 gross square feet of water surface area
Tennis, racquetball and similar courts	2 per court
Equipment rental shop	1 per 300 gross square feet of retail, office or shop use, 1 per 1,000 gross square feet of outdoor storage or display area
Equipment sales, repair, and maintenance	3 plus 1 per employee
Espresso/latte stand (no seating)	1 plus 1 per employee
Exercise facility/gym athletic club	1 per 100 gross square feet
Fire station	1 space per employee on the maximum shift
Freight forwarding	1 per 2,000 square feet
Fueling station	1 per 4 pumps
Funeral home	1 per 4 seats or 8 feet of lineal bench in chapel area
Greenhouse/nursery, commercial	1 per 400 gross square feet of indoor retail, 1 per 1,000 gross square feet of outdoor display or storage area

Hospital	1 per 4 patient beds; plus one space per doctor; plus 1 per each 3 additional employees
Hotel/motel	1 per guest room; plus additional required spaces for other uses
Kennel/animal boarding/shelter	3 plus 1 per each employee
Laboratories	1 per 600 gross square feet of office, 1 per 600 gross square feet of laboratory or shop area
Landscape materials sales	3 plus 1 per employee
Laundromat	1 per 250 square feet
Manufactured (mobile) home park	2 per dwelling unit plus 5% total for guest parking
Manufacturing	1 per employee on the maximum shift
Medical/dental clinic	5 per each doctor or dentist
Model home sales	1 per 2,000 gross square feet of sales area
Motor vehicle parts sales/service	1 per 300 square feet
Museum, libraries	1 per 800 gross square feet
Office, professional and general	1 per 250 gross square feet
Office, professional and general with drive-thru window service	3 stacking stall spaces plus 1 per 250 gross square feet

Post office, postal center	1 per 200 gross square feet of floor area plus 1 employee
Print shop	1 per 400 gross square feet
Racetrack	1 per each 4 fixed seats
Recreational vehicle park/campground	1 per RV park/campsite
Recreational vehicle sales and service	1 per 3,000 gross square feet of display area
Restaurant	1 per 4 seats, except when located in a shopping center
Restaurants with drive-in facilities	1 for each auto serving space plus 1 for every 4 seats outside the vehicle
Restaurant with drive-through window service	6 stacking stall spaces plus 1 for every 4 seats outside the vehicle
Retail sales, indoor	1 per 200 gross square feet, except when located in a shopping center
Retail sales, outdoor	1 per 5,000 gross square feet of retail sales area in addition to any parking requirements for buildings, except when located in a shopping center
Schools, professional, vocational and trade	1 per each 3.5 seats in classroom area
Schools, public and private, 7 through 12	1 per teacher; plus 1 per each other employee; plus 1 per 6 students
Schools, public and private, K through 7	1 per teacher; plus 1 per other employee

Services, retail	1 per 250 square feet except when located in a shopping center
Shopping centers	4.5 per 1,000 square feet of gross leasable area (GLA) for centers having GLA less than 400,000 gross square feet, and 5 per 1,000 gross square feet of GLA for centers having a GLA of over 400,000 gross square feet
Showroom, industrial	1 per 500 gross square feet of display area
Solid waste recycling/transfer site	3 plus 1 per each employee
Specialized training/learning schools or studios	1 per 300 gross square feet
Storage, general - indoors, warehousing	1 per each 3,500 gross square feet
Storage, general - outdoors, display	3 plus 1 per each employee
Personal services	1 per 250 square feet
Tavern	1 per 4 seats, except when located in a shopping center
Transit center	1 per each 200 gross square feet
Warehousing	1 per each 3,500 gross square feet
Wrecking, recycling, junk and salvage yards	1 per each employee plus 3 visitor spaces

(1) Unlisted uses: The Planning Director shall determine parking requirements for any use not specifically included in the table above based on similarities with listed uses.

(2) Single- and multi-family developments must conform to the applicable provisions of Chapter 18.75 KMC.

(3) Commercial developments must conform to the applicable provisions of Chapter 18.78 KMC.
(Ord. 5854 Sec. 1, 2020 ; Ord. 5716 Sec. 1, 2017 ; Ord. 5434 Sec. 10, 2012; Ord. 5359 Sec. 2, 2011; Ord. 5180 Sec. 1, 2007)

Chapter 25.185

OFF-STREET PARKING

Sections:

- 25.185.010 Purpose.**
- 25.185.020 Off-street parking and loading spaces required.**
- 25.185.030 General provisions.**
- 25.185.040 Central business district.**
- 25.185.050 Existing parking facilities.**
- 25.185.060 Location of required parking.**
- 25.185.070 Computation of required spaces.**
- 25.185.080 Site plan required.**
- 25.185.090 Parking lot standards.**
- 25.185.100 Special event parking lots.**
- 25.185.110 Handicapped parking.**
- 25.185.120 Parking space dimensions.**
- 25.185.130 Compact car allowance.**
- 25.185.140 Recreational equipment parking.**
- 25.185.150 Uses not specified.**
- 25.185.160 Off-street loading.**
- 25.185.170 Required off-street parking.**

25.185.010 Purpose.

The provisions of this chapter are intended to ensure adequate off-street parking is provided for all land uses to avoid or reduce traffic congestion on public streets, increase traffic safety and reduce the visual impact of parking lots in the community. [Ord. 3354 § 2, 1999; Code 1970 § 25.78.010.]

25.185.020 Off-street parking and loading spaces required.

Whenever a structure is erected or altered, there shall be provided on the same lot, adjacent lot, or group of lots accessible off-street parking. No off-street parking or loading spaces shall be constructed, located, relocated or modified without the issuance of a building permit. [Ord. 3354 § 2, 1999; Code 1970 § 25.78.020.]

25.185.030 General provisions.

- (1) The off-street parking and loading facilities required by this chapter shall be established prior to the occupancy of any new or enlarged structure;
- (2) Required off-street parking spaces shall provide vehicle parking only for residents, customers, patrons, and employees and shall not be used for the storage of equipment or materials, or for the sale, repair or servicing of any vehicle;
- (3) Any area once designated for required off-street parking shall not be used for any other purpose unless and until equal facilities are provided elsewhere and a site plan has been approved to reflect the change, or the primary use of the property is changed to a use requiring less off-street parking;
- (4) The required front yard in the single-family residential districts shall not be used for off-street parking for five or more cars. The storage and parking of vehicles in front yard areas of single-family properties shall be limited to that area formed and bounded by parallel lines extending from the outer dimension of a garage, carport, or parking slab to the right-of-way. An additional area between the nearest side property line and the driveway of not more than 10 feet by 20 feet may be used for additional parking. On lots with 100 feet of frontage or more, parking may be permitted on circular drives. All primary parking areas and driveways in front yards shall be hard surfaced, except in the R-S-20 and R-S-12 districts, driveways may be of an all-weather surface, provided the first 20 feet from the right-of-way is hard surfaced; and
- (5) In the R-2, R-3 and R-4 residential districts off-street parking spaces for multiple-family dwellings shall not be located in the front yard, except that a single two-lane drive may extend through the required front yard, provided no portion of the drive is within 10 feet of a dwelling unit entry nor five feet from any portion of a residential structure. [Ord. 3354 § 2, 1999; Code 1970 § 25.78.030.]

25.185.040 Central business district.

The provisions of this chapter shall not apply in the central business district as they relate to parking spaces required; provided that all other requirements of this chapter apply to any parking lot provided by a developer/property owner. [Ord. 3354 § 2, 1999; Code 1970 § 25.78.040.]

25.185.050 Existing parking facilities.

The following shall apply to existing parking facilities:

- (1) Whenever a pre-existing building or structure, that is nonconforming with respect to this chapter, is remodeled, enlarged, altered, reconstructed or changed in any way by 33 percent or more of its assessed value, the requirements of this chapter shall apply. [Ord. 3354 § 2, 1999; Code 1970 § 25.78.050.]

25.185.060 Location of required parking.

Off-street parking facilities shall be located according to the following:

- (1) For single-family and two-family dwellings, parking facilities shall be located on the same lot or building site as the buildings they are required to serve;
- (2) For uses other than those specified above, parking facilities shall not be located over 300 feet from the buildings they are required to serve; and
- (3) Off-site parking greater than 300 feet but less than 500 feet from the building may be authorized by special permit as provided in Chapter 25.200 PMC. [Ord. 3354 § 2, 1999; Code 1970 § 25.78.060.]

25.185.070 Computation of required spaces.

The following rules shall apply to the determination of the number of required off-street parking spaces:

- (1) *Fraction.* If the number of off-street parking spaces required in PMC 25.185.170 contains a fraction, such number shall be changed to the next higher whole number.
- (2) *Mixed Uses.* When different uses occupy a single structure or lot, the total required parking spaces shall be the sum of the requirements of the individual uses.
- (3) *Shared Uses.* Owners of two or more uses, structures, or parcels of land within 300 feet of each other may share the same parking or loading area when the hours of operation do not overlap. The owners of two or more uses, structures, or parcels within 300 feet of each other may also share facilities concurrently; however, the total parking requirements shall be the sum of the requirements for each individual use. Whenever shared parking is allowed under this section, the parking lot shall be signed so as to reasonably notify the public of the availability of use, and spaces shall not be assigned, allocated or reserved between uses; a notarized and recorded parking agreement shall be required for shared parking between two or more separate tax parcels under separate ownership.
- (4) *Tandem Parking.* Parking spaces in tandem, having a single means of ingress and egress, shall not be counted as two off-street parking spaces for the purpose of fulfilling the requirements of this chapter; except that, each tandem space for single-family and two-family (duplex) dwellings shall be counted as a required parking space. [Ord. 4110 § 29, 2013; Ord. 3354 § 2, 1999; Code 1970 § 25.78.070.]

25.185.080 Site plan required.

The submittal and approval of a site plan is required prior to the construction of any parking lot. The site plan shall show the proposed development, locations, size, shape and design of the parking spaces, curb cuts, lighting, method of on-site drainage, adjacent streets, circulation of vehicular and pedestrian traffic, signage, finished

grade, landscaping, irrigation and other features of the proposed parking lot. [Ord. 3354 § 2, 1999; Code 1970 § 25.78.080.]

25.185.090 Parking lot standards.

All parking lots required pursuant to this chapter and those properties consisting solely of parking development shall be designed and approved to meet the following standards:

(1) *Surfacing.*

(a) Parking lots designated for customer/client parking and all parking areas located between the right-of-way line and the face of buildings shall be surfaced with asphalt or Portland cement concrete. Those areas out of direct public view utilized for employee parking and service vehicle parking and storage, that are located behind the front yard setback or front of the building, are exempt from the surfacing requirements.

(b) All parking not requiring hard surfacing as provided in subsection (1)(a) of this section must be surfaced with gravel on a stable substrate.

(c) No parking lot or driveway consisting of gravel shall abut a public street right-of-way. All driveways shall be surfaced as provided in subsection (1)(a) of this section for a distance of five feet on each side of driveway openings to a point 20 feet from the right-of-way line.

(2) *Grading and Drainage.* All parking lot drainage shall be contained on site. Drainage facilities shall be designed according to accepted engineering standards;

(3) *Border Barricades.* All parking areas designed for customer/client parking and all parking areas located between a right-of-way line and a building face shall have curbing installed around perimeter areas and around all landscape elements;

(4) *Markings.* Parking stalls shall be delineated by paint or other markings as approved by the City Engineer;

(5) *Landscaping.* All parking lots shall conform to the landscape provisions of Chapter 25.180 PMC;

(6) *Lighting.* Parking lot lighting shall be so arranged as to not constitute a nuisance or hazard to passing traffic, or encroach on adjoining residential properties; and

(7) *Maintenance.* All parking lots shall be regularly maintained and kept free of weeds and litter. Maintenance shall include the repair of traffic control devices, signs, light standards, fences, surfacing materials, curbs, landscaping, and drainage facilities. [Ord. 3354 § 2, 1999; Code 1970 § 25.78.090.]

25.185.100 Special event parking lots.

(1) Special event parking lots used on an infrequent basis such as those associated with seasonal play fields shall be exempt from provisions of this chapter except PMC 25.185.090(7). [Ord. 4110 § 29, 2013; Ord. 3354 § 2, 1999; Code 1970 § 25.78.100.]

25.185.110 Handicapped parking.

Handicapped parking shall be designed and provided in accordance with the International Building Code as adopted, Chapter 19.27 RCW and WAC 51-10-7508. [Ord. 4110 § 29, 2013; Ord. 3354 § 2, 1999; Code 1970 § 25.78.110.]

25.185.120 Parking space dimensions.

Parking stall dimensions are provided in Table 25.185.120.

Table 25.185.120. Parking Space Dimensions

(All dimensions are based on a basic 9' x 19' stall)

Angle of Parking	Stall Width	Curb Length Per Car	Stall Depth	Minimum Driveway Width	Lot Width (1 row + 1 driveway)	Sq. Ft	Lot Width (2 rows + 1 driveway)	Sq. Ft.
Along Curb 0 degrees	8	23'	8'	12'	20'	460	28'	644
30 degrees	9	18'	17'4"	11'	28'4"	511	45'8"	824
45 degrees	9	12'7"	19'8"	13'	32'8"	420	52'6"	668
60 degrees	9	10'4"	21'	18'	39'	406	60'	624
90 degrees	9	9'	19'	24'	43'	387	62'	558

[Ord. 3354 § 2, 1999; Code 1970 § 25.78.120.]

25.185.130 Compact car allowance.

Any parking area required by this chapter may provide parking spaces designed for compact cars, the minimum dimensions of which shall be seven and one-half feet in width and 15 feet in length; provided such provision does

not exceed 25 percent of the total number of parking spaces required by this chapter; and further provided, such compact car parking spaces are identified by above-grade signs. [Ord. 3354 § 2, 1999; Code 1970 § 25.78.130.]

25.185.140 Recreational equipment parking.

Boats, motor homes, camp trailers, travel trailer, fifth wheels, pickup campers, utility trailers, and snowmobiles as defined herein may be stored in all yard areas within the R-1, R-2, R-3 and R-4 districts, and only within the side and rear yards in the R-S-20, R-S-12 and R-S-1 districts. All storage areas shall be surfaced with all-weather materials such as asphalt, brick, stone, concrete or gravel. Additionally, the storage and parking of said items in residential districts shall, at all times, comply with the parking conditions in PMC 25.185.030(4). Bona fide guests of the occupants of the premises may temporarily park on driveways for periods not to exceed 10 days in any 60-day period. [Ord. 3354 § 2, 1999; Code 1970 § 25.78.140.]

25.185.150 Uses not specified.

Off-street parking requirements for uses not specifically listed herein shall be determined by the City Planner based upon the requirement for similar uses. [Ord. 3354 § 2, 1999; Code 1970 § 25.78.150.]

25.185.160 Off-street loading.

Off-street loading and unloading spaces shall be required for any use requiring frequent loading or unloading from trucks or other large vehicles:

- (1) *Loading Space Size.* The required loading space shall be of adequate size to accommodate the maximum number and size of vehicles simultaneously loading or unloading at the structure. Each off-street loading space shall have the minimum dimensions of 12 feet in width and 25 feet in length. On-site maneuvering space of not less than 52 feet in length shall be provided adjacent to the loading dock. This maneuvering space shall not include any area designated for off-street parking;
- (2) *Loading Space Location.* Required off-street loading and related maneuvering space shall be located only on the property served by the load facility. No part of any vehicle using the loading space will be allowed to project into the right-of-way of any public or private road; and
- (3) *Off-Street Loading. Schools* – A driveway designed for continuous forward flow of passenger vehicles for the purpose of loading and unloading children shall be located on the site of any public or private school. [Ord. 3354 § 2, 1999; Code 1970 § 25.78.160.]

25.185.170 Required off-street parking.

The number of off-street parking spaces for various land uses will be as follows:

Use	Required Parking
(1) Amusement and Recreation	
Auditorium, exhibit halls, stadiums, and sports arenas	One space for four fixed seats based upon maximum seating capacity or at least one space for every 10 lineal feet of bench seating, or places with no fixed seating, one space for every 100 square feet of floor area
Bowling alleys	Four spaces for each lane
Game rooms, card rooms, pool halls	One space for each playing table, or one space for every three machines
Gymnasiums, exercise facilities	One space for each 200 square feet of floor area
Horse racing tracks, speedways	One space for each four grandstand seats based upon maximum seating capacity or at least one space for every 10 lineal feet of bench seating
Movie theaters	One space for each four seats
Roller/ice-skating rinks	One space for each 200 square feet of skating surface area
Swimming pools	One space for each 200 square feet of water surface area
(2) Community Services	
Churches, synagogues, temples and funeral homes	One space for each four seats based upon maximum seating capacity or at least one space for every 10 lineal feet of bench seating
Convalescent homes, nursing homes, congregate care facilities	One space for each three beds plus one space for each two employees
Fire and police stations	One space for each 300 square feet of floor area
Hospital	One space for every five patients plus one additional space for each staff doctor and one space for each three employees
Library	One space for each 250 square feet of floor area

Use	Required Parking
Museums, art galleries	One space for each 250 square feet of floor area
Juvenile detention centers	One and one-half spaces for each bed
(3) Educational Facilities	
Elementary schools	One and one-half spaces for each classroom or teaching station
Middle schools	Two spaces for each teaching station
High schools	One space for each employee plus one space for each eight students
School auditoriums	See requirements for auditoriums under amusement
Day care centers	One parking space for each employee and one space per six children
Vocational schools, beauty schools	One parking space for each 300 square of floor area
(4) Manufacturing Industries	
All uses	One space for each 400 square feet of gross floor area or one space for each employee per shift
(5) Residential	
All residential units	Two spaces per unit
Congregate care facilities	One space for every three beds and one space for every two employees
(6) Retail Trade and Services	
General retail uses	One space for each 300 square feet of floor area
Beauty and barber shop	One space for each 150 square feet of floor area
Financial institutions	One space for each 300 square feet of floor area
Furniture and appliances	One space for each 600 square feet of floor area

Use	Required Parking
Office buildings, medical offices	One space for each 300 square feet on the ground floor; One space for each 500 square feet of floor space above or below the first floor
Motels and hotels	One space for each lodging room and one space for every two employees
Restaurants	One space for each 100 square feet of floor area
(7) Transportation	
Bus and train stations	One space for each 400 square feet of floor area

[Ord. 3354 § 2, 1999; Code 1970 § 25.78.170.]

The Pasco Municipal Code is current through Ordinance 4538, passed June 7, 2021.

Disclaimer: The City Clerk's office has the official version of the Pasco Municipal Code. Users should contact the City Clerk's office for ordinances passed subsequent to the ordinance cited above.

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Chapter 17.57 OFF-STREET PARKING AND LOADING STANDARDS

Sections:

17.57.010 Purpose.

17.57.020 Vehicle parking.

17.57.030 *Repealed.*

17.57.050 *Repealed.*

17.57.060 *Repealed.*

17.57.070 Unspecified uses – Requirements designated by community development director.

17.57.080 Off-street parking design standards and minimum dimensions.

17.57.090 Off-street loading.

17.57.100 Bicycle parking.

17.57.110 Landscaping in parking areas.

17.57.120 *Repealed.*

17.57.130 *Repealed.*

17.57.140 *Repealed.*

17.57.150 *Repealed.*

17.57.160 *Repealed.*

17.57.170 *Repealed.*

17.57.010 Purpose.

The purpose of these standards is to provide safe on-site circulation for motorists, bicyclists and pedestrians and to provide adequate parking, pedestrian facilities and access. [Ord. 21-20 § 21, 2020].

17.57.020 Vehicle parking.

Parking areas shall contain at least the number of parking stalls or spaces as designated below for the following uses, with the exception of those commercial or industrial zoned properties, less than two acres in size, located between the Yakima River Bridge and N. 62nd Avenue and whose primary access is off of Van Giesen Street (Hwy. 224), which may reduce the overall minimum number of required parking spaces by 50 percent:

A. The number of required off-street parking spaces shall be based on the following:

1. "Gross square feet" shall mean the total area of the specific use.
2. Where fractional spaces result, the parking spaces required shall be rounded up to the nearest whole number.
3. Uses not specified in Table 17.57.2 shall provide parking based on a use of similar nature.
4. New Construction. Prior to occupancy of a new structure, off-street vehicle parking shall be provided pursuant to Table 17.57.2.
5. Expansion of Existing Use. Prior to occupancy of an expanded (enlarged) floor area, off-street vehicle parking shall be provided pursuant to Table 17.57.2 based on the expanded square footage.
6. Change of Occupancy. If a change in the occupancy classification is required, off-street parking shall be provided pursuant to Table 17.57.2 based on the proposed use prior to occupancy.
7. In the case of multiple-use occupancies, other than shopping centers, in a building or on a lot, the total requirement for off-street parking shall be the sum of the requirements for the various uses computed separately.
8. Tandem spaces shall not count as required parking for more than one vehicle.
9. All required parking, maneuvering and loading areas shall be paved.
10. The director may allow a reduction up to 25 percent when the applicant makes a written request demonstrating site conditions that prohibit compliance with these requirements (not applicable to those commercial or industrial zoned properties, less than two acres in size, located between the Yakima River Bridge and N. 62nd Avenue and whose primary access is off of Van Giesen Street (Hwy. 224), which may reduce the overall minimum number of required parking spaces by 50 percent.
11. If the administrator finds that parking demands on the use may be sporadic or seasonal, he may reduce the required parking by 50 percent if the decreased parking is available when needed within 400 feet.

B. Location of parking spaces, except as follows:

1. All parking spaces required herein shall be located on the same parcel with the building or use served unless:
 - a. The parking is located on a contiguous parcel or parcels under the same ownership and title notice is filed identifying the parking serving the other building or use; or
 - b. If the required parking for a building or use is located on a parcel(s) other than described in subsection (B)(1) of this section, the owner of the parcel upon which the

proposed parking is located executes a joint parking agreement in a form acceptable to the city attorney, stating that the parcel is devoted in whole or in part to required parking for the use of a parcel or parcels under separate ownership. The agreement shall be binding on both properties and shall be recorded with the Benton County auditor's office and filed with the West Richland department of community development;

c. Where shared parking is proposed, the minimum number of parking spaces for all shared uses shown on Table 17.57.2 shall be calculated. When these totals are applied to the percentages shown on Table 17.57.1, the minimum number of parking spaces required is the largest sum of the individual totals for each time period;

d. Parking not provided on the same site as the use or structure shall not be separated from the use or building by a street designated as an arterial.

Table 17.57.1: Shared Use Allowances

General Land Use Classification	Weekdays			Weekends		
	1:00 a.m. – 7:00 a.m.	7:00 a.m. – 6:00 p.m.	6:00 p.m. – 1:00 a.m.	1:00 a.m. – 7:00 a.m.	7:00 a.m. – 6:00 p.m.	6:00 p.m. – 1:00 a.m.
Office	5%	100%	5%	0%	15%	0%
Retail sales and services	0%	100%	80%	0%	100%	60%
Restaurant (not 24-hr.)	20%	70%	100%	30%	75%	100%
Residential	100%	60%	100%	100%	75%	95%
Theater	0%	60%	100%	0%	80%	100%
Hotel						
Guest rooms	100%	55%	100%	100%	55%	100%
Tavern/bar/lounge	100%	55%	100%	100%	55%	100%
Conference rooms	0%	100%	100%	0%	100%	100%
Religious institution	0%	25%	0%	0%	100%	0%

3. Up to 50 percent of the parking facilities required by this chapter for a "daytime use" may be provided by the parking facilities of a "nighttime" use or vice versa; provided, that the parking area shall be subject to a reciprocal parking agreement and the conditions set forth herein.

4. Up to 100 percent of the weekend and/or nighttime parking facilities required by this chapter for a church, auditorium, stadium, and/or other assembly areas incidental to public or private schools may be supplied by parking facilities required for school use.

Table 17.57.2: Required Parking Spaces for Specific Activities

USE (A)	REQUIRED PARKING SPACES (MINIMUM)
Agriculture and Animal	
Animal processing/handling	1 per staff on largest shift
Greenhouse/nursery, commercial	1 per 300 gross square feet
Community Services	
Church, temple, mosque, synagogue and house of worship	1 per 4 fixed seats or 1 per 100 square feet of gross floor area
Community hall, club or lodge	1 per 300 gross square feet
Funeral home	1 per 300 gross square feet
Day Care	
Day care, adult and child	1 per 200 gross square feet
Education	
Schools, college or university	1 per 600 gross square feet of classroom and 1 per 5 seats in principal assembly room
Schools, K through 8	2 per classroom, plus 1 space per every full-time employee
Schools, 9 through 12	5 per classroom, plus 1 space per every full-time employee
Schools, professional, vocational and trade	1 per 600 gross square feet
Schools, specialized training studios	1 per 300 gross square feet
Entertainment	
Casino	1 per 300 gross square feet
Cultural facilities	1 per 800 gross square feet
Major event entertainment and indoor theaters	1 per 4 fixed seats or 1 per 100 square feet of floor area
Recreation facility, indoor	1 per 300 gross square feet
Recreation facility, outdoor	20 per acre of site
Food and Beverage Service	
Brewery, winery and/or distillery	1 per 1,000 gross square feet, plus 1 space per every full-time employee
Espresso establishment, restaurant, tavern/night club, tasting room	1 per 200 gross square feet, min. of 2, plus 1 space per every full-time employee
Group Living	
Assisted living facility/convalescent/nursing home	1 per 4 residents plus 1 per staff on largest shift
Community residential facility	1 per 4 residents
Dwelling, congregate	1 per sleeping room
Industrial, Light and Heavy	

USE (A)	REQUIRED PARKING SPACES (MINIMUM)
Assembly/manufacturing/processing, light	1 per 600 gross square feet
Assembly/manufacturing/processing, heavy	1 per 1,000 gross square feet
Wrecking, recycling, junk and salvage yards	1 per 2,000 gross square feet
Industrial Service	
Carpet/rug cleaning, dry cleaning, laundry, linen supply plant, commercial	1 per 1,000 gross square feet
Laboratories (all bio safety labels)	1 per 1,000 gross square feet
Lodging	
Bed and breakfast, hotel/motel	1.25 per guest room and 1 per staff on largest shift
Medical	
Hospital	1 per 200 gross square feet
Medical/Dental Clinic	
Two or less professionals	1 per 400 gross square feet
Three or more professionals	1 per 300 gross square feet
Office	
Animal clinic/veterinary	1 per 300 gross square feet
Call center	1 per 200 gross square feet
Office, professional and general	1 per 200 gross square feet
Residential	
Accessory dwelling units	1 per dwelling unit, excluding garage
Dwelling, within a multifamily structure	2 per dwelling unit, excluding garage
Dwelling, single-family	2 per dwelling unit, excluding garage
Manufactured (mobile) home park	2 per dwelling unit
Retail Sales	
Appliance and furniture sales/service	1 per 1,000 square feet of display area
Building supply and home improvement	1 per 300 gross square feet
Convenience store	1 per 400 gross square feet
Equipment sales, rental, maintenance and repair	1 per 1,000 gross square feet
Landscape materials sales	1 per 1,000 gross square feet
Retail sales, indoor, including shopping centers	1 per 300 gross square feet
Retail sales, outdoor	1 per 5,000 gross square feet of display area
Showroom	1 per 2,000 gross square feet
Retail Services	
Personal services	1 per 300 gross square feet

USE (A)	REQUIRED PARKING SPACES (MINIMUM)
Banks, savings and loan, and other financial institutions, post office, postal centers, and other similar uses	1 per 300 gross square feet
Vehicle Services	
Automobile parts, accessories and tires	1 per 300 gross square feet
Automobile/taxi rental, passenger vehicle sales, service and repair	1 per 1,000 gross square feet of building footprint and 1 per 5,000 square feet of indoor/outdoor display area
Automobile/truck/RV/motorcycle service, painting, repair, body and fender works	1 per 300 gross square feet
Boat and RV sales, and service and repair	1 per 1,000 gross square feet of building footprint and 1 per 5,000 square feet of indoor/outdoor display area
Car wash, self-service	1 per 200 gross square feet
Fueling station	1 per 4 pumps
Warehouse, Wholesale, and Freight Movement	
Freight forwarding	1 per 2,000 gross square feet
Storage, general indoors, warehouse	1 per 3,000 gross square feet
Storage, general outdoors, display	1 per 1,000 gross square feet

(A) Some uses may be listed in the table that are not allowed in any zones. Inclusion of uses in this table does not indicate that the use is allowed.

[Ord. 21-20 § 21, 2020; Ord. 17-18 § 1, 2018; Ord. 15-17 § 1 (Exh. A), 2017; Ord. 17-15 § 3, 2015; Ord. 40-07 § 1, 2007. Formerly 17.57.040].

17.57.030 Plans – Approval required – Procedure.

Repealed by Ord. 21-20. [Ord. 17-18 § 1, 2018; Ord. 15-17 § 1 (Exh. A), 2017; Ord. 17-15 § 3, 2015; Ord. 40-07 § 1, 2007].

17.57.050 Areas – Locations.

Repealed by Ord. 21-20. [Ord. 17-18 § 1, 2018; Ord. 15-17 § 1 (Exh. A), 2017; Ord. 17-15 § 3, 2015; Ord. 40-07 § 1, 2007].

17.57.060 Mixed occupancy – Computation method for spaces required.

Repealed by Ord. 21-20. [Ord. 17-18 § 1, 2018; Ord. 15-17 § 1 (Exh. A), 2017; Ord. 17-15 § 3, 2015; Ord. 40-07 § 1, 2007].

17.57.070 Unspecified uses – Requirements designated by community development director.

In the case of a use not specifically mentioned in this chapter, the requirements for off-street parking facilities shall be the same as the above-mentioned use which in the opinion of the community development director is the most analogous. [Ord. 21-20 § 21, 2020; Ord. 17-18 § 1, 2018; Ord. 15-17 § 1 (Exh. A), 2017; Ord. 17-15 § 3, 2015; Ord. 40-07 § 1, 2007].

17.57.080 Off-street parking design standards and minimum dimensions.

Parking for one-way and two-way traffic patterns shall be as set forth in the tables below:

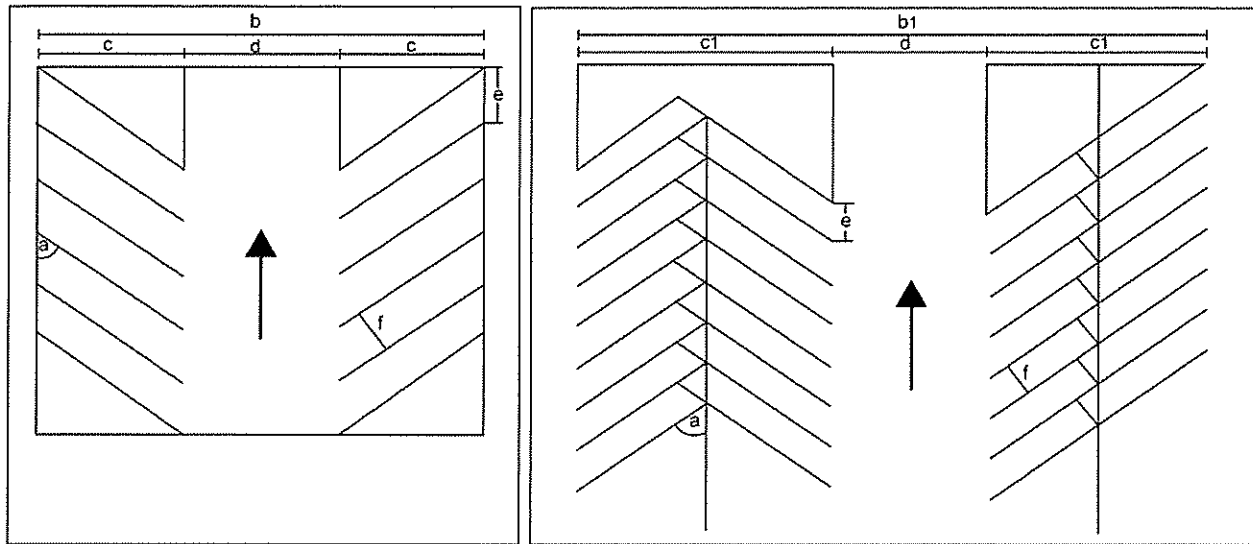
A. One-Way Traffic.

Table 17.57.3: One-Way Traffic Parking Dimensions

A	B	C	D	E	F	B1	C1
Parking Angle	Parking Section Width	Parking Bank Width	Traffic Aisle Width	Curb Length per Car	Car Stall Width	Parking Section Width	Parking Bank Width
0°	28'	8'	12'	23'	8'		
35°	48'	18'	12'	14.8'	8.5'	41'	14.5'
40°	49'	18.5'	12'	13.2'	8.5'	42'	15'
45°	50'	19'	12'	12'	8.5'	43'	15.5'
50°	51'	19.5'	12'	11.1'	8.5'	45'	16.5'
55°	53'	20'	13'	10.4'	8.5'	48'	17.5'
60°	55'	20'	15'	9.8'	8.5'	50'	17.5'
65°	57'	20'	17'	9.7'	8.8'	53'	18'
70°	59'	20'	19'	9.6'	9'	56'	18.5'

B. Two-Way Traffic.

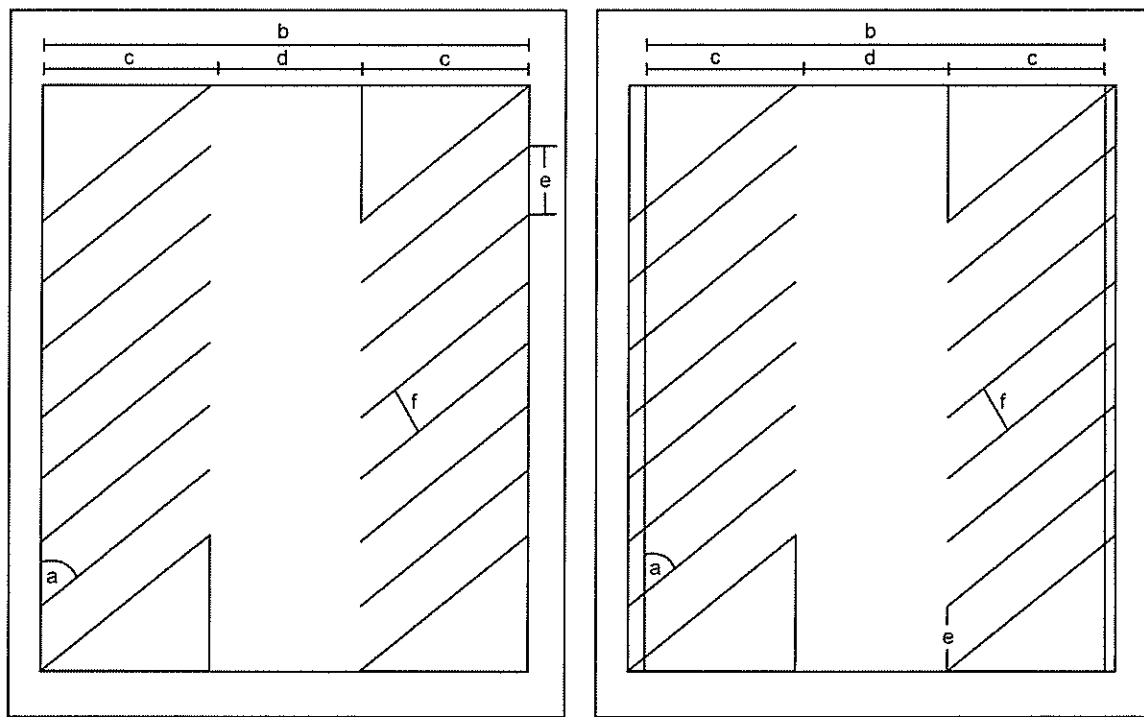
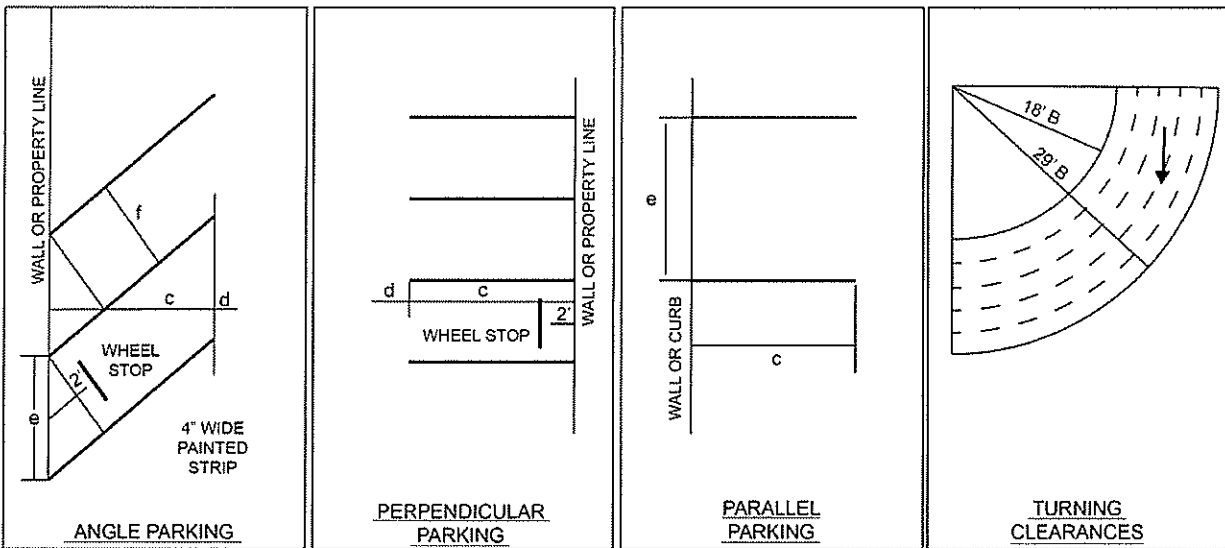


Table 17.57.4: Two-Way Traffic Parking Dimensions

A	B	C	D	E	F	B1	C1
Parking Angle	Parking Section Width	Parking Bank Width	Traffic Aisle Width	Curb Length per Car	Car Stall Width	Parking Section Width	Parking Bank Width
0°	36'	8'	20'	23'	8'		
35°	56'	18'	20'	14.8'	8.5'	49'	14.5'
40°	57'	18.5'	20'	13.2'	8.5'	50'	15'
45°	58'	19'	20'	12'	8.5'	51'	15.5'
50°	59'	19.5'	20'	11.1'	8.5'	53'	16.5'
55°	60'	20'	20'	10.4'	8.5'	55'	17.5'
60°	60'	20'	20'	9.8'	8.5'	55'	17.5'
65°	60'	20'	20'	9.7'	8.8'	56'	18'
70°	60'	20'	20'	9.6'	9'	57'	18.5'
90°	64'	20'	20'	9'	9'		



C. All traffic circulation lanes and fire lanes must be maintained free and clear of merchandise, carts and any other materials to allow for emergency access.

D. Other Improvements. Barriers, curbs or tire stops must be installed if a parking area abuts a structure or adjacent properties – except when such property is a parking area or public right-of-way. Traffic controls must be installed if deemed necessary by the city engineer for public safety.

E. When a parking lot is to be landscaped, the landscaped areas are to be surrounded by a minimum six-inch-high curb, be serviced by a sprinkler-head water system, be maintained and kept free of all weeds and debris. [Ord. 21-20 § 21, 2020; Ord. 17-18 § 1, 2018; Ord. 15-17 § 1 (Exh. A), 2017; Ord. 17-15 § 3, 2015; Ord. 40-07 § 1, 2007].

17.57.090 Off-street loading.

A. Every building or part thereof erected or occupied for retail business, service, wholesale, manufacturing, storage, warehousing, hotel/motel, industrial or any other similar use that receives or distributes materials or merchandise may provide loading spaces on site in accordance with the following requirements:

1. All parking, loading and maneuvering of trucks shall be conducted on private property and shall not interfere with parking spaces or landscaping.
2. Loading spaces shall be located a minimum of 60 feet from any front property line. The director may allow exceptions when the applicant makes a written request demonstrating conditions that prohibit compliance with this requirement.
3. The minimum dimensions of off-street loading spaces shall be 12 feet wide by 30 feet long and the designated loading space(s) shall be clearly delineated on the project site.
4. Required passenger vehicle parking shall not be allowed within the truck dock apron space.
5. The minimum number of off-street loading spaces shall be pursuant to Table 17.57.6:

Table 17.57.6: Loading Spaces Required

Use/Gross Square Feet	Required Loading Spaces
Industrial, manufacturing wholesale, warehouse, similar uses	
10,000 – 40,000 square feet	1 space
40,001 – 60,000 square feet	2 spaces
60,001 – 100,000 square feet	3 spaces
Over 100,000 square feet	1 space for each 50,000 square feet or part thereof
Restaurants	
20,000 – 60,000 square feet	1 space
60,001 – 100,000 square feet	2 spaces
Over 100,000 square feet	1 space for each 50,000 square feet or part thereof
Hospitals, convalescent/nursing homes and similar institutions	
10,000 – 40,000 square feet	1 space
40,001 – 100,000 square feet	2 spaces
Over 100,000 square feet	1 space for each 50,000 square feet or part thereof
Department stores, retail and other commercial uses	
10,000 – 20,000 square feet	1 space
20,001 – 50,000 square feet	2 spaces
50,001 – 100,000 square feet	3 spaces
Over 100,000 square feet	1 space for each 50,000 square feet or part thereof

[Ord. 21-20 § 21, 2020; Ord. 17-18 § 1, 2018; Ord. 15-17 § 1 (Exh. A), 2017; Ord. 17-15 § 3, 2015; Ord. 40-07 § 1, 2007].

17.57.100 Bicycle parking.

Bicycle parking shall be provided by all uses in multifamily residential, commercial, mixed use, office, and light industrial zoning districts pursuant to subsections A through F of this section. Bicycle parking is not required when the primary use of a business is to service vehicles.

A. Bicycle parking shall consist of permanent bicycle racks capable of accommodating two or more bicycles.

B. Multifamily developments shall provide bike racks, with one bike rack space for every unit plus five spaces for any clubhouse or rental offices.

C. All other uses shall provide bike spaces pursuant to Table 17.57.7.

Table 17.57.7: Required Bicycle Spaces

Total Parking Spaces Required	Minimum Number of Bicycle Racks Required
1 to 24	1
25 to 50	2
51 to 100	4
101 to 200	6
201 to 300	8
More than 300	10

D. Required bicycle parking shall be located within 50 feet of an entrance to the building or use.

E. The location of the bicycle racks shall be visible from the street to promote usage and enhance security.

F. All bicycle parking shall be separated from motor vehicle traffic by a barrier, curb, post, bollard, landscaping or other similar device.

G. The director may allow exceptions when the applicant makes a written request demonstrating site conditions that prohibit compliance with these requirements. [Ord. 21-20 § 21, 2020; Ord. 17-18 § 1, 2018; Ord. 15-17 § 1 (Exh. A), 2017; Ord. 17-15 § 3, 2015; Ord. 40-07 § 1, 2007].

17.57.110 Landscaping in parking areas.

See Chapter 17.56 WRMC, Fencing, Screening and Landscaping. [Ord. 21-20 § 21, 2020; Ord. 17-18 § 1, 2018; Ord. 15-17 § 1 (Exh. A), 2017; Ord. 17-15 § 3, 2015; Ord. 40-07 § 1, 2007].

17.57.120 Entrances and exits – City engineer’s authority.

Repealed by Ord. 21-20. [Ord. 17-18 § 1, 2018; Ord. 15-17 § 1 (Exh. A), 2017; Ord. 17-15 § 3, 2015; Ord. 40-07 § 1, 2007].

17.57.130 Occupancy permit – Issuance after designated requirements fulfilled.

Repealed by Ord. 21-20. [Ord. 17-18 § 1, 2018; Ord. 15-17 § 1 (Exh. A), 2017; Ord. 17-15 § 3, 2015; Ord. 40-07 § 1, 2007].

17.57.140 Driveways – Minimum dimensions.

Repealed by Ord. 21-20. [Ord. 17-18 § 1, 2018; Ord. 15-17 § 1 (Exh. A), 2017; Ord. 17-15 § 3, 2015; Ord. 40-07 § 1, 2007].

17.57.150 Landscaping – Required.

Repealed by Ord. 21-20. [Ord. 17-18 § 1, 2018; Ord. 15-17 § 1 (Exh. A), 2017; Ord. 17-15 § 3, 2015; Ord. 40-07 § 1, 2007].

17.57.160 Landscaping – Maintenance.

Repealed by Ord. 21-20. [Ord. 17-18 § 1, 2018; Ord. 15-17 § 1 (Exh. A), 2017; Ord. 17-15 § 3, 2015; Ord. 40-07 § 1, 2007].

17.57.170 Minimum dimensions.

Repealed by Ord. 21-20. [Ord. 17-18 § 1, 2018; Ord. 15-17 § 1 (Exh. A), 2017; Ord. 17-15 § 3, 2015; Ord. 40-07 § 1, 2007].

Chapter 20.127 TABLE OF OFF-STREET PARKING STANDARDS

Sections:

20.127.005 Purpose.

20.127.010 Table of off-street parking standards.

20.127.005 Purpose.

The provisions of this chapter shall apply to all development which generates a parking need. This shall include the construction of new structures, the remodeling of existing structures and a change of use which increases on-site parking or loading requirements or which changes access requirements. In the event that a use permitted by Sections 20.100.040.A through 20.100.040.J is not listed in Section 20.127.010, off-street parking standards shall be determined as provided in Section 20.126.050. (Ord. 2012-09 § 66, 2012).

20.127.010 Table of off-street parking standards.

How to use Table of Off-Street Parking Standards:

1. Calculate the gross floor area for the structure. (See Section 20.126.050 to determine gross floor area.)
2. Determine the amount of gross floor area used for storage rooms.
3. Required off-street parking for storage rooms is one space per five hundred square feet.
4. Find the proposed use in the Table of Off-Street Parking Standards to determine the off-street parking requirement for the rest of the structure.

Example:

- The gross floor area of the structure is 3,000 sq. ft.
- 1,000 sq. ft. of the structure is used for storage. The parking standard for storage rooms is one space per 500 sq. ft. (Section 20.126.060.)
$$1,000/500 = 2 \text{ off-street parking spaces for the storage area.}$$
- The proposed use is a shoe shop. According to the Table of Off-Street Parking Standards, shoe shops require one off-street parking space for each 300 sq. ft. of gross floor area.
$$2,000/300 = 6.6 \text{ or seven spaces since fractions of parking spaces are rounded up.}$$
- The total required off-street parking for this use is:
$$2 \text{ spaces (for storage area)}$$
$$+ 7 \text{ spaces (for the rest of the gross floor area)}$$

a total of 9 spaces

Table of Off-Street Parking Standards

Land Use	Parking Standards
Agricultural (Commercial)	
Agriculturally related industries:	
packing processing plants	1 sp. for ea. 1,000 sq. ft. of gross floor area
storage facilities	1 sp. for ea. 1,000 sq. ft. of gross floor area
Amusement and Recreation	
Game rooms, card rooms, electronic game rooms	1 sp. for ea. playing table, or ea. 3 machines, whichever is greater
Horse racing tracks, speedways, grandstands	1 sp. for ea. 3 fixed seats or 54" of bench seating
Bowling alleys	1 sp. per 300 sq. ft.
Gymnasiums, exercise facilities	1 sp. for ea. 500 sq. ft. of gross floor area
Roller skating rink	1 sp. for ea. 300 sq. ft.
Swimming pools	1 sp. for ea. 150 sq. ft. of water surface area
Movie theaters	1 sp. for ea. 6 seats
Auditoriums, exhibition halls	1 sp. for ea. 100 sq. ft. of gross floor area
Community Services	
Churches, synagogues, temples and funeral homes	1 sp. per 75 sq. ft. of main assembly area
Convalescent, nursing homes	0.5 sp. for ea. 4 beds
Fire and police stations	1 sp. for ea. 200 sq. ft. of gross floor area
Halfway house (detention center)	1 sp. for ea. 4 beds
Hospital	1 sp. per 300 sq. ft.

Table of Off-Street Parking Standards

Land Use	Parking Standards
Schools: primary, elementary junior, senior	3 sp. for ea. classroom, or 1 sp. for ea. 3 seats (54" bench type seating) in the assembly area, whichever is greater Same as Primary/ Elementary and 1 sp. for ea. 4 students over 16 yrs.
Junior or community colleges	1 sp. for ea. 400 sq. ft. of gross floor area
Juvenile detention centers	4 sp. for ea. bed
Libraries	1 sp. for ea. 100 sq. ft. of gross floor area
Museums, art galleries	1 sp. for ea. 200 sq. ft. of gross floor area
Preschools, daycare centers	1 sp. per 400 sq. ft.
Vocational schools	1 sp. for ea. 400 sq. ft. of gross floor area
Manufacturing (Mass Production)	
All uses listed under manufacturing in Table <u>20.100.040.D</u>	1 sp. for ea. employee per maximum shift
Residential	
Accessory dwelling unit	1 space
Duplex	2 spaces per unit
Multifamily dwelling	1.5 spaces per unit
Single-family dwelling	2 spaces per unit
Studio apartment, cottage housing unit	1 space per unit
Congregate care facilities	1 space for each residential unit
Retail Trade and Services	
Addressing, mailing, and stenographic services	1 sp. for ea. 500 sq. ft. of gross floor area

Table of Off-Street Parking Standards

Land Use	Parking Standards
Advertising agencies	1 sp. for ea. 500 sq. ft. of gross floor area
Automobile and truck, manufactured home, travel trailer sales	1 sp. for ea. 500 sq. ft. of showroom and 1 sp. for ea. 1,000 sq. ft. of retail sales floor area
Automotive: automobile maintenance and service shops	2 sp. per service area including work bays
Car wash	1 sp. per wash bay
Paint and body repair	2 sp. per service area including work bays
Specialized repair shops	2 sp. per service area including work bays
Wrecking and dismantling yards	1 sp. for ea. 1,000 sq. ft. of gross floor area
Beauty and barber shops	1 sp. for ea. 400 sq. ft. of gross floor area
Bed and breakfast inns	0.75 space per guest room, plus 1 space per 200 sq. ft. of restaurant area if open to public (not guests). B&Bs shall also provide 1 space for the primary residence.
Building and contractors	1 sp. for ea. 1,000 sq. ft. of gross floor area
Bulk retail, storage and warehousing (e.g., auto, boat, trailers, nurseries, lumber and construction materials, furniture, appliances and similar sales)	1 sp. for ea. 1,000 sq. ft. of structure and covered storage area
Drug stores	1 sp. for ea. 400 sq. ft. of gross floor area
Employment agencies (private)	1 sp. for ea. 400 sq. ft. of gross floor area
Farm supplies	1 sp. for ea. 1,000 sq. ft. of gross floor area

Table of Off-Street Parking Standards

Land Use	Parking Standards
Financial institutions	1 sp. for ea. 200 sq. ft. of gross floor area
Furniture, home furnishings, appliance	1 sp. for ea. 800 sq. ft. of gross floor area
Hardware store	1 sp. for ea. 300 sq. ft. of gross floor area of structure and permanent outside display sales area
Health clubs and gyms	1 sp. for ea. 500 sq. ft. of gross floor area
Heating and plumbing equipment stores	1 sp. for ea. 400 sq. ft. of gross floor area
Heavy equipment, tractor and farm equipment repair	1 sp. for ea. 300 sq. ft. of gross floor area
Household appliance, small engine, TV and furniture repair	1 sp. for ea. 300 sq. ft. of gross floor area
Insurance agents, brokers and service agencies	1 sp. for ea. 200 sq. ft. of gross floor area
Liquor stores	1 sp. for ea. 300 sq. ft. of gross floor area
Lumber yards	1 sp. for ea. 400 sq. ft. of gross floor area of structure and covered storage area
Nursery	1 sp. for ea. 400 sq. ft. of gross floor area of structure and permanent outside display and sales area
Medical and dental laboratories, offices and clinics	1 sp. for ea. 200 sq. ft. of gross floor area
Motels and hotels	1 sp. for ea. guest room + 1 sp. for each 2 employees + standards for any associated use
Paint, glass and wallpaper stores	1 sp. for ea. 400 sq. ft. of gross floor area

Table of Off-Street Parking Standards

Land Use	Parking Standards
Professional office building for use by accountants, architects, attorneys, etc.	1 sp. for ea. 200 sq. ft. of gross floor area
Radio and TV studios, offices	1 sp. for ea. 200 sq. ft. of gross floor area
Real estate offices	1 sp. for ea. 200 sq. ft. of gross floor area
Residential mini-storage	1 sp. for ea. storage space
Restaurants, cafes, drive-in eating facilities, and tasting rooms	1 sp. for ea. 100 sq. ft. of gross floor area
Retail trade establishments in table but not listed above: – having less than 7,000 sq. ft. of G.F.A. – having more than 7,000 sq. ft. of G.F.A.	1 sp. for ea. 300 sq. ft. of gross floor area 1 sp. for ea. 300 sq. ft. of G.F.A. up to 7,000 sq. ft.
Service stations	2 sp. for working/service area, including bays
Shoe repair and shoe shops	1 sp. for ea. 300 sq. ft. of gross floor area
Taverns and bars, dine, drink and dance establishments	1 sp. for ea. 100 sq. ft. of gross floor area
Transportation	
Bus terminals, storage and maintenance facilities	1 sp. for ea. 500 sq. ft. of gross floor area
Air, rail and truck terminals	1 sp. for ea. 300 sq. ft. of gross floor area
Taxicab terminals, maintenance and dispatching centers	1 sp. for ea. 300 sq. ft. of gross floor area
Utilities	
Utility services	1 sp. for ea. 800 sq. ft. of gross floor area
Wholesale Trade	

Table of Off-Street Parking Standards

Land Use	Parking Standards
Wholesale trade/warehouses	1 sp. for ea. 500 sq. ft. of gross floor area
Residential mini-storage	See residential mini-storage under retail, trade and service

(Ord. 2018-53 § 20, 2018; Ord. 2012-09 § 67, 2012).

[Home](#)

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The Walla Walla Municipal Code is current through Ordinance 2021-12, passed June 9, 2021.

Disclaimer: The City Clerk's Office has the official version of the Walla Walla Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://www.wallawallawa.gov/>

City Telephone: (509) 527-4424

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**MINUTES
PLANNING COMMISSION MEETING
WEDNESDAY, JULY 28, 2021
VIA ZOOM MEETINGS
6:00 p.m.**

Call to Order:

Chairperson Maier called the meeting to order at 6:00 p.m. and welcomed attendees.

Attendance:

Present: Chairperson Maier, Vice-Chair Townsend, Commissioners Mealer, Smith, Palmer, and Ridley. Councilman Alvarez, Development Services Director Jensen, Planning Manager Stevens, and Permit Technician Ghbein were also present.

Approval of Agenda:

Chairperson Maier asked for a motion to approve the agenda.

VICE CHAIR TOWNSEND MOVED AND COMMISSIONER PALMER SECONDED THE MOTION TO APPROVE THE JULY 28, 2021 MEETING AGENDA AS WRITTEN. MOTION CARRIED 6-0.

Approval of Minutes:

Chairperson Maier presented the minutes from the May 26th meeting, the minutes from the June 9th special meeting, and the minutes from the July 14th workshop for approval.

COMMISSIONER RIDLEY MOTIONED AND COMMISSIONER MEALER SECONDED THE MOTION TO APPROVE THE MINUTES OF THE MAY 26, 2021 MEETING, THE MINUTES OF THE JUNE 9, 2021 SPECIAL MEETING, AND THE JULY 14, 2021 WORKSHOP AS WRITTEN. THE MOTION PASSED 6-0.

Public Comments:

Chairperson Maier opened the public comment period at 6:03 p.m. Having no one from the public present at the meeting, Chairperson Maier closed the public comment period at 6:04 p.m.

New Business – Pubic Hearing:

1. CA2021-107, Text Amendment to RMC Sections 23.06 and 23.54, Related to Minimum Parking Requirements for Specialized Athletic Facilities

Chairperson Maier introduced the item and asked Planning Manager Stevens if all notification requirements were met. Mr. Stevens confirmed they were. Chairperson Maier asked Mr. Stevens to give the staff report. Mr. Stevens presented his staff report on the proposed text amendment. He explained that he tried to compare this request to other local jurisdictions' similar regulations. He proposed that the Planning Commission recommend to City Council denial of the proposed amendment to RMC Section 23.06 and RMC Section 23.54.020 (F)(10) as proposed by the applicant, and instead, provide a recommendation of approval for a proposed amendment to RMC 23.54.020 (F)(8) modifying the parking standard therein to be one (1) space per 250 square feet of gross floor area. After presentation of the staff report, Chairperson Maier opened the public hearing at 6:14 p.m. Mike Corbin, Senior Architect at Wave Design Group, representing the applicant, spoke on behalf of their requested text amendment. Chairperson Maier closed the public hearing at 6:17 p.m. and opened the item for questions and discussion. Commissioners asked questions and discussed the merits of the proposal before making a motion. Commissioner Mealer asked for clarification on Mr. Stevens' recommended motion, specifically if he meant RMC Section 23.54.020 (F)(8) rather than RMC Section 23.54.020 (F)(9). Mr. Stevens confirmed that is what he meant.

VICE-CHAIR TOWNSEND MOVED AND COMMISSIONER PALMER SECONDED THE MOTION TO RECOMMEND TO COUNCIL THE DENIAL OF THE PROPOSED AMENDMENT TO RMC SECTION 23.06 AND RMC SECTION 23.54.020 (F)(10) AS PROPOSED BY THE APPLICANT, AND INSTEAD, PROVIDE A RECOMMENDATION OF APPROVAL FOR A PROPOSED AMENDMENT TO RMC SECTION 23.54.020 (F)(8) MODIFYING THE PARKING STANDARD THEREIN TO BE ONE (1) SPACE PER 250 SQUARE FEET OF GROSS FLOOR AREA.

Further discussion occurred, and an amended motion was presented.

CHAIRPERSON MAIER MOVED AND COMMISSIONER RIDLEY SECONDED THE MOTION TO AMEND THE MOTION TO CHANGE THE NUMBER FROM 250 TO 350. MOTION TO AMEND PASSED 5-1.

COMMISSIONER RIDLEY MOTIONED AND COMMISSIONER TOWNSEND SECONDED THE MOTION TO AMEND THE ORIGINAL MOTION TO ADD TO THE RECOMMENDATION TO COUNCIL TO DIRECT CITY STAFF TO WORK ON MODIFYING THE PARKING STANDARDS CONTAINED IN RMC SECTION 23.54 TO BETTER IMPEMENT THE COMPREHESIVE PLAN. MOTION FOR AMENDMENT PASSED 6-0

CHAIRPERSON MAIER RESTATED THE MOTION, AS AMENDED, FOR VOTE.

MOTION TO RECOMMEND TO CITY COUNCIL THE DENIAL OF THE PROPOSED AMENDMENT TO RMC SECTION 23.06 AND RMC SECTION 23.54.020 (F)(10) AS PROPOSED BY THE APPLICANT, AND INSTEAD, PROVIDE A RECOMMENDATION FOR APPROVAL OF A PROPOSED AMENDMENT TO RMC SECTION 23.54.020 (F)(8) MODIFYING THE PARKING STANDARD THEREIN TO BE ONE (1) SPACE PER 350 SQUARE FEET OF GROSS FLOOR AREA, WITH A FURTHER RECOMMENDATION TO COUNCIL TO DIRECT STAFF TO WORK ON MODIFYING THE PARKING STANDARDS CONTAINED WITHIN RMC SECTION 23.54 TO BETTER IMPLEMENT THE COMPREHENSIVE PLAN. MOTION PASSED 6-0.

Communications:

Councilman Alvarez stated that he appreciated Mr. Stevens' professional experience and the Commissioners questions.

Chairperson Maier will be out of the country for two weeks due to a family emergency.

Adjournment:

Chairperson Maier adjourned the meeting at 7:11 p.m.

PREPARED BY:

Briana Ghbein, Permit Technician

REVIEWED BY:

Mike Stevens, Planning Manager

APPROVED BY:

Francesca Maier, Chairperson