



Agenda

City Council Regular Meeting

Tuesday, September 21, 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:

- I. Proclamation Recognizing Soroptimist International of Three Rivers Day
 - Ryan Lukson, Mayor

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.

2. Proposed Relinquishment of a Certain Portion of a Utility Easement at 1412 Haupt Avenue, Resolution No. 113-21
 - Pete Rogalsky, Public Works Director
3. Proposed 2021 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local No. 77, Resolution No. 114-21
 - Lacey Paulsen, Human Resources Manager
4. Proposed Vacation of an Unopened Portion of Davenport Street Right-of-Way, Ordinance No. 28-21
 - Pete Rogalsky, Public Works Director
5. Proposed Approval of a Planned Unit Development for the Links Residence at Horn Rapids, Ordinance No. 29-21 (Closed Record)
 - 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 September 7, 2021 City Council Regular Meeting Minutes
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

7. Ordinance No. 28-21, Vacating an Unopened Portion of Davenport Street Right-of-Way
 - Pete Rogalsky, Public Works Director

Ordinances - Second Reading & Passage:

8. Ordinance No. 21-21, Amending Richland Municipal Code Section 23.54.020 Related to Minimum Parking Standards
 - Kerwin Jensen, Development Services Director
9. Ordinance No. 22-21, Amending the 2021 Budget in the General Fund for the Purchase of Police Camera Systems
 - John Bruce, Chief of Police
10. Ordinance No. 23-21, Amending Richland Municipal Code Section 2.44.010 related to LEOFF I Firefighters' Pension Board Membership
 - Heather Kintzley, City Attorney
11. Ordinance No. 24-21, Amending Richland Municipal Code Section 2.48.010 related to LEOFF I Police Pension Board Membership
 - Heather Kintzley, City Attorney
12. 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
13. 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
14. 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

Resolutions - Adoption:

15. Resolution No. 107- 21, Authorizing a Grant Application to the Washington State Library to Increase the Richland Public Library's Digital Collection
 - Joe Schiessl, Parks & Public Facilities Director
16. Resolution No. 108-21, Authorizing a Consultant Agreement with Keller Associates, Inc. for the Tapteal I Booster Station Project
 - Pete Rogalsky, Public Works Director
17. Resolution No. 109-21, Authorizing a Consultant Agreement with RH2 Engineering, Inc. related to the North Richland UV Disinfection Facility Improvements Project

- Pete Rogalsky, Public Works Director
- 18. Resolution No. 112-21, Approving a Commercial Facade Improvement Program Agreement with 707 The Parkway LLC
 - Kerwin Jensen, Development Services Director
- 19. Resolution No. 113-21, Authorizing Relinquishment of a Certain Portion of a Utility Easement at 1412 Haupt Avenue
 - Pete Rogalsky, Public Works Director
- 20. Resolution No. 114-21, Approving the 2021-2023 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77, and authorizing periodic Memorandums of Understanding
 - Lacey Paulsen, Human Resources Manager

Items - Approval:

- 21. Appointment to the Americans with Disabilities Act (ADA) Citizens Review Committee: Judith Davis
 - Heather Kintzley, City Attorney
- 22. Appointments to the Economic Development Committee: Joseph Potts and Megan Hughes
 - Heather Kintzley, City Attorney
- 23. Appointment to the Richland Public Library Board of Trustees: Cara Hernandez
 - Heather Kintzley, City Attorney
- 24. Appointment to the Personnel Committee: Barbara Newell
 - Heather Kintzley, City Attorney
- 25. Appointments to the Utility Advisory Committee: Don Gregoire and Charles LoPresti
 - Heather Kintzley, City Attorney

Expenditures - Approval:

- 26. Expenditures from August 1, 2021 to August 31, 2021 for \$37,834,020.60 including Travel Check Nos. 20001-20014, Accounts Payable Check Nos. 292122-293070, Accounts Payable Wire Nos. 8681-8722, Payroll Wires & ACH Nos. 12235-12284, Payroll Direct Deposit & Check Nos. 182101-183253 and Pension Check Nos. 5915-5941.
 - Brandon Allen, Finance Director

Items of Business:

- 27. Ordinance No. 29-21, Approving the Links Residence at Horn Rapids Planned Unit Development
 - Kerwin Jensen, Development Services Director

Reports and Comments:

- 1. City Manager
- 2. City Council
- 3. Mayor

Adjournment

City Council meetings are broadcast live on CityView Channel 192 and online at ci.richland.wa.us

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: 9/21/2021

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Proclamation Recognizing Soroptimist International of Three Rivers Day

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Proclamation

Recommended Motion:

None.

Summary:

Mayor Lukson will present a proclamation declaring October 3, 2021 as Soroptimist International of Three Rivers Day in the City of Richland.

Fiscal Impact:

None.

Attachments:

- I. Soroptimist International of Three Rivers Day Proclamation



Proclamation

WHEREAS, the Soroptimist International organization, founded on October 3, 1921, has been working for the past 100 years to economically empower women and girls through access to education; and

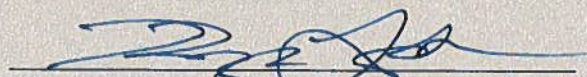
WHEREAS, the Soroptimist International of Three Rivers club was formed in 2002 and has been a sustaining member of the Tri-Cities community for the past 20 years, contributing financial support and hundreds of hours of community service; and

WHEREAS, the Soroptimist International of Three Rivers club has improved the lives of local women and girls by:

- Providing, as part of the *Soroptimist Live Your Dreams Awards®* program, 20 awards totaling \$38,000 to local women working to better their lives through higher education and skills training, 19 scholarships totaling \$42,000 for women at Washington State University Tri-Cities, and 9 scholarships totaling \$15,000 for women at Columbia Basin College (CBC); and
- Mentoring girls aged 14-18 through Soroptimist *Dream It, Be It®* one-day conferences, providing the knowledge and skills needed to pursue career goals and reach their full potential; and
- Creating *Tri-Cities Soroptimist Against Trafficking (TCSAT)* to raise community awareness of human trafficking and sexual exploitation of minors, which led to the formation of the *Tri-Cities Coalition Against Trafficking (TCCAT)*.

NOW, THEREFORE, I, Ryan Lukson, by virtue of the authority vested in me as Mayor of the City of Richland, Washington, do hereby proclaim October 3, 2021 as "**Soroptimist International of Three Rivers Day**" 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 21st day of September, 2021.



Ryan Lukson, Mayor



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Public Hearing

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Proposed Relinquishment of a Certain Portion of a Utility Easement at 1412 Haupt Avenue, Resolution No. 113-21

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. 113-21 concerns the proposed relinquishment of a certain portion of a utility easement at 1412 Haupt Avenue, which 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. 113-21.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Public Hearing

Key I - Financial Stability & Operational Effectiveness

Subject:

Proposed 2021 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local No. 77, Resolution No. 114-21

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Public Hearing Item

Recommended Motion:

None.

Summary:

This public hearing is being held to allow for input on the proposed 2021 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers.

Resolution No. 114-21 is being presented for Council consideration and approval on the agenda. Please see the staff report accompanying Resolution No. 114-21 for more information.

Fiscal Impact:

See the staff report accompanying Resolution No. 114-21 for more information.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Public Hearing

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Proposed Vacation of an Unopened Portion of Davenport Street Right-of-Way, Ordinance No. 28-21

Department:
Public Works

Ordinance/Resolution Number:

Document Type:
Public Hearing Item

Recommended Motion:

Summary:

State law requires that a public hearing be held before a portion of a street can be vacated.

Ordinance No. 28-21 concerns the proposed vacation of a portion of Davenport Street near 302 Wellsian Way. This public hearing will satisfy the City's obligation under state law.

For more information, please see the staff report accompanying Ordinance No. 28-21.

Fiscal Impact: None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Public Hearing

Core Focus Area 3 - Increase Economic Vitality

Subject:

Proposed Approval of a Planned Unit Development for the Links Residence at Horn Rapids, Ordinance No. 29-21 (Closed Record)

Department:
Development Services

Ordinance/Resolution Number:

Document Type:
Public Hearing Item

Recommended Motion:

None.

Summary:

The purpose of this application request is to authorize a Planned Unit Development to be known as The Links Residence at Horn Rapids. The proposed development consists of 54 new single-family townhome units within an area approximately 7.27 acres in size located west of River Valley Drive and south of the existing Horn Rapids Golf Course clubhouse.

The proposed development is intended to follow the current R-2S zoning standards with minimum lot sizes for one-family attached dwellings (townhomes) of 3,000 square feet, maximum lot coverage of 50%, and setbacks to property lines of 18 feet in the front, 20 feet in the rear and 6 feet on the side. The maximum height of each unit will be 30 feet and each residential unit will contain 2-car garages as well as driveway parking. It should be noted that the typical lot size that has been proposed is 3,488 square feet with an average lot size of 4,356 square feet, which exceeds the 3,000 square foot minimum lot size allowed in the R-2S zone.

The Richland Hearing Examiner conducted an open-record public hearing for the matter on May 10, 2021. The Hearing Examiner has recommended approval of the request to City Council based upon the Conditions of Approval included in the Staff Report, which is included as an attachment to the Item of Business agenda topic. If you have any questions, please feel free to contact Mike Stevens, Planning Manager.

Fiscal Impact:

The public hearing has no fiscal impact.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the September 7, 2021 City Council Regular Meeting Minutes

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the meeting minutes from the Regular City Council meeting held on September 7, 2021.

Summary:

Draft minutes from the September 7, 2021 City Council Regular Meeting are presented for the Council's consideration and approval.

Fiscal Impact: None.

Attachments:

- I. Draft 2021.09.07 City Council Regular Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, September 7, 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 remote Council meeting to order at 6:00 p.m.

Welcome and Roll Call

Mayor Lukson welcomed those attending the remote meeting and expressed appreciation for their attendance.

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

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

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

Pledge of Allegiance

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

Approval of Agenda

COUNCILMEMBER CHRISTENSEN MOVED AND COUNCILMEMBER BORING SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 6-0.

Presentations

1. Proclamation Recognizing Constitution Week

Mayor Lukson read aloud a proclamation declaring September 17-23, 2021 Constitution Week in the City of Richland. Cheri Eisen, Vice-Regent of the Columbia Chapter of the National Society Daughters of the American Revolution (NSDAR), thanked Council for its recognition of NSDAR and for reading the Constitution Week proclamation.

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

Mayor Lukson read aloud a proclamation which recognized the Allied Arts Association's 70th annual Art in the Park event in the City of Richland. Allied Arts Association President Mary Jecha thanked Council for its recognition of their annual event. She also thanked Richland's Parks & Public Facilities Department for its support and assistance over the years.

Allied Arts Director Brandie Saint-Claire agreed with the statements made by Mary Jecha.

City of Richland staff member Stan Johnson stated that he has enjoyed collaborating with the Allied Arts Association for the annual Art in the Park event.

Councilmember Christensen thanked the Allied Arts Association representatives for hosting this annual event.

3. New Hires & Retirements

A video featuring the August 2021 new hires was played for the audience. There were no retirements.

Public Hearing

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

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

Public Works Director Rogalsky provided an overview of the proposed relinquishment of an easement as provided in Resolution No. 106-21. Property owners 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.

Mayor Lukson opened and closed the public hearing at 6:14 p.m. No public testimony was offered.

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

Planning Manager Stevens provided an overview of the proposed amendment to the minimum parking standards as provided in Ordinance No. 21-21. Staff discussed the application for the text amendment, the Planning Commission's recommendation, and staff's recommendation.

City Council engaged in a question and answer session with Planning Manager Stevens.

Mayor Lukson opened and closed the public hearing at 6:27 p.m. No public testimony was offered.

Public Comments

No public comments were offered.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

COUNCILMEMBER CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THOSE IN FAVOR: MAYOR LUKSON AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN, LEMLEY AND THOMPSON. THOSE OPPOSED: NONE. MOTION CARRIED 6-0.

Minutes

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

Ordinances - First Reading

7. Ordinance No. 22-21, Amending the 2021 Budget in the General Fund for the Purchase of Police Camera Systems
8. Ordinance No. 23-21, Amending Richland Municipal Code Section 2.44.010 related to LEOFF I Firefighters' Pension Board Membership
9. Ordinance No. 24-21, Amending Richland Municipal Code Section 2.48.010 related to LEOFF I Police Pension Board Membership
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
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
12. Ordinance No. 27-21, Granting a Solid Waste Collection Transition Franchise to Waste Management of Washington, Inc. related to the Lorayne J Annexation

Ordinances - Second Reading & Passage

None.

Resolutions – Adoption

13. Resolution No. 106-21, Authorizing the Relinquishment of an Easement at 1311 Winslow Avenue
14. Resolution No. 110-21, Approving the Final Plat of Westcliffe Heights – Phase 4
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

Items - Approval

16. Relocation Expenses - Library Manager

Items of Business

1. Resolution No. 105-21, Opposing Imposition of a Local Income Tax on the Residents and Businesses of the City of Richland

Interim City Manager Amundson stated that at the August 17, 2021 City Council meeting, Council discussed the pros and cons of adopting a resolution prohibiting the imposition of a local income tax on residents and businesses as other cities in the state have done. At the conclusion of the discussion, the majority of Council expressed interest in bringing forward a resolution prohibiting the imposition of a local income tax for consideration.

COUNCILMEMBER THOMPSON MOVED AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION TO APPROVE RESOLUTION NO. 105-21, OPPOSING THE IMPOSITION OF A LOCAL INCOME TAX ON THE RESIDENTS AND BUSINESSES OF THE CITY OF RICHLAND. THE MOTION PASSED 6-0.

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

Councilmember Christensen thanked staff for the informative staff report presented for this agenda item and fully supports staff's recommendation.

COUNCILMEMBER THOMPSON MOVED AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION TO APPROVE ORDINANCE NO. 21-21 FOR FIRST READING, BY TITLE ONLY, AMENDING RICHLAND MUNICIPAL CODE SECTION 23.54.020 RELATED TO MINIMUM PARKING STANDARDS USING THE 1:250 RATIO RECOMMENDED BY STAFF. THOSE IN FAVOR: MAYOR LUKSON AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN, LEMLEY AND THOMPSON. THOSE OPPOSED: NONE. THE MOTION PASSED 6-0.

Reports and Comments

City Manager

Interim City Manager Amundson reported on the City's Annual Tri-Cities' Geocoin challenge held on September 4, 2021 at John Dam Plaza. Interim City Manager Amundson also shared that a formal introduction will be scheduled with Council, staff and the community for the new Library Manager upon his arrival to the city.

Fire Station 75, located at 460 Battelle Boulevard, is near completion and a ribbon-cutting will be scheduled. An event for Station 76, located on Jadwin Avenue, will be scheduled approximately one month later.

The Richland Police Department's 2021 Citizens Academy commenced on September 7, 2021 and will continue through November 23, 2021. The academy provides information about the operation and programs of the police department and the local criminal justice system.

Lastly, Interim City Manager Amundson reported that the City has reached an agreement with the University of Washington to host a walk-up COVID-19 test site at the Columbia Playfield parking lot near George Prout Pool. The clinic is intended to help reduce the testing demand at other test sites.

City Council

Councilmember Boring thanked the Planning Commission for their valuable input regarding Ordinance No. 21-21, and provided her basis for supporting staff's recommendation for the 1:250 parking ratio. Councilmember Boring also encouraged everyone to get vaccinated.

Councilmember Alvarez concurred with Councilmember Boring's statements regarding support of Ordinance No. 21-21.

Councilmember Lemley encouraged everyone to get vaccinated.

Councilmember Thompson shared personal observations regarding the COVID-19 mandates imposed on large gatherings.

Mayor

Mayor Lukson shared concerns expressed by local hospital administrators regarding lack of capacity, diverting patients for medical treatment, staff shortages and possible prioritizing of patient care. Mayor Lukson encouraged those who are not vaccinated to limit their interactions in large gatherings.

Executive Session

Executive Session Per RCW 42.30.110(I)(i): Discuss Current or Potential Litigation with Legal Counsel (20 minutes)

COUNCIL MOVED INTO EXECUTIVE SESSION AT 6:47 TO DISCUSS CURRENT OR POTENTIAL LITIGATION WITH LEGAL COUNSEL FOR 20 MINUTES.

Individuals virtually present included Mayor Lukson, Councilmembers Alvarez, Boring, Christensen, Lemley and Thompson, Interim City Manager Amundson, Fire Chief Huntington and City Attorney Kintzley.

AT 7:17 P.M., MAYOR LUKSON ANNOUNCED THAT EXECUTIVE SESSION WAS EXTENDED FOR AN ADDITIONAL 30 MINUTES.

COUNCIL EXITED EXECUTIVE SESSION AT 7:47 P.M.

Adjournment

Mayor Lukson adjourned the meeting at 7:47 p.m.

APPROVED:

ATTEST:

Ryan Lukson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Ordinances - First Reading

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Ordinance No. 28-21, Vacating an Unopened Portion of Davenport Street Right-of-Way

Department:
Public Works

Ordinance/Resolution Number:
28-21

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 28-21, vacating an unopened portion of Davenport Street right-of-way.

Summary:

The property owner of 302 Wellsian Way is proposing to construct a commercial development on its project site, which is bordered on the north and south by unimproved city street rights-of-way for Davenport Street and Comstock Street, respectively.

The City's long-range transportation planning does not require public street improvements in the Davenport Street right-of-way, but the City will benefit from completion of public street improvements in the Comstock Street right-of-way between Goethals Drive and Wellsian Way. The property owner believes that its project will also be improved by the addition of the unused Davenport Street right-of-way. City utilities are presently located in the north half of the unopened Davenport Street right-of-way, and pedestrians regularly use that same space. The proposed ordinance includes the reservation of an easement to secure the City's utilities and a potential future pedestrian path in the north half of the unopened portion of Davenport Street right-of-way to be vacated.

State law requires that a public hearing be held to allow public consideration of this proposal. At a regularly scheduled meeting on August 17, 2021, the Richland City Council set September 21, 2021 as the date to receive public testimony. This vacation action is pursuant to an agreement approved by the Richland City Council in April 2021.

Barring any compelling public testimony to the contrary, staff recommends approval of Ordinance No. 28-21 for first reading, by title only.

Fiscal Impact: None.

Attachments:

1. Ordinance No. 28-21
2. Davenport Right-of-Way Vacation Request letter

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 28-21

AN ORDINANCE of the City of Richland vacating a portion of unopened Davenport Street right-of-way.

WHEREAS, the property owner of 302 Wellsian Way (the "Project Site") is proposing to construct a commercial development on the Project Site (the "Project"); and

WHEREAS, the Project Site is bordered on the north and south by unimproved city street rights-of-way for Davenport Street and Comstock Street, respectively; and

WHEREAS, the City's long-range transportation planning does not require public street improvements in the Davenport Street right-of-way, but the City will benefit by completion of public street improvements in the Comstock Street right-of-way between Goethals Drive and Wellsian Way; and

WHEREAS, pedestrians regularly use the unopened Davenport Street right-of-way; and

WHEREAS, City utilities are located in the north half of the unopened Davenport Street right-of-way; and

WHEREAS, the Project will be improved by the addition of the unopened Davenport Street right-of-way to the Project Site; and

WHEREAS, pursuant to an agreement approved by Richland City Council in April 2021, the property owner has formally requested vacation of the unopened Davenport

Street right-of-way, and has provided the required financial security to ensure completion of the public street improvements to the Comstock Street right-of-way; and

WHEREAS, through this Ordinance No. 28-21, the City will reserve an easement to secure its utilities and a potential future pedestrian path in the north half of the unopened Davenport Street right-of-way; and

WHEREAS, state Law requires that a public hearing be held to allow public consideration of this proposal; and

WHEREAS, on August 17, 2021, Richland City Council adopted Resolution No. 100-21, setting September 21, 2021 at 6:00 p.m. as the date and time for said hearing; and

WHEREAS, on September 19, 2021, notice was duly published that a virtual public hearing would be held on September 21, 2021 to take public testimony on the proposed vacation action; and

WHEREAS, on September 21, 2021, a virtual public hearing consistent with Governor Inslee's Proclamation 20-28 was held by Richland City Council to receive public testimony; and

WHEREAS, the City Council of the City of Richland has considered all matters presented at the public hearing on the proposed vacation, hearing no objection to his vacation, and does hereby find that the vacation of said property with reservation of an easement interest is appropriate and in the best interests of the public.

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

Section 1. The City vacates that portion of unopened Davenport Street right-of-way described and depicted in **Exhibit A**, attached hereto and incorporated herein by this reference, subject to the provisions of Chapter 35.79 RCW and the condition set forth in Section 2 of this Ordinance.

Section 2. Pursuant to RCW 35.79.030, the City hereby retains an easement in respect to the vacated land for the construction, repair, and maintenance of public utilities and services, including but not limited to a public pathway. The easement is legally described and depicted in **Exhibit B**, attached hereto and incorporated herein by this reference.

Section 3. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and the attached exhibits, duly certified by the City Clerk as a true copy.

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

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

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

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

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____

Exhibit A to Ordinance No. 28-21

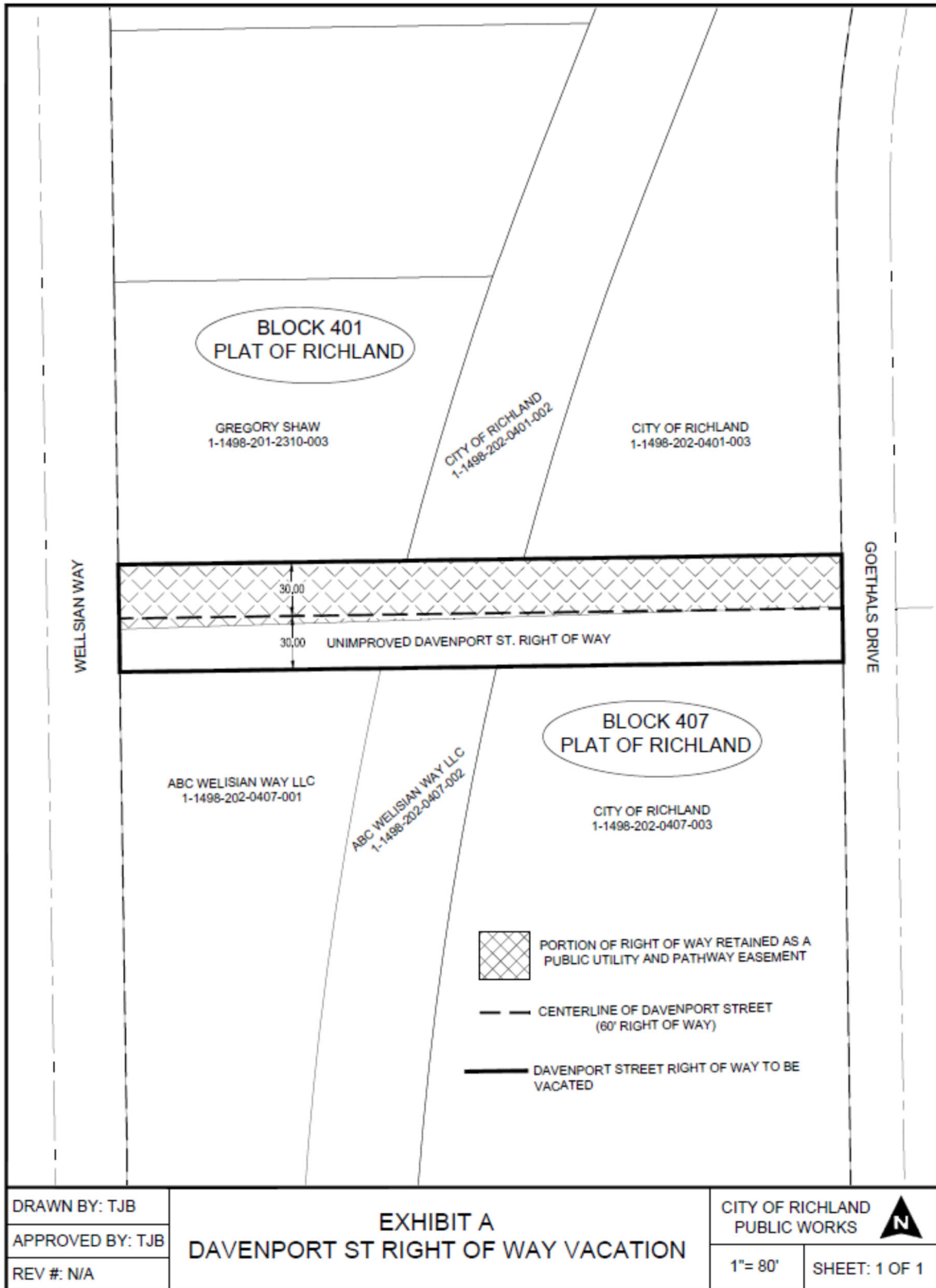


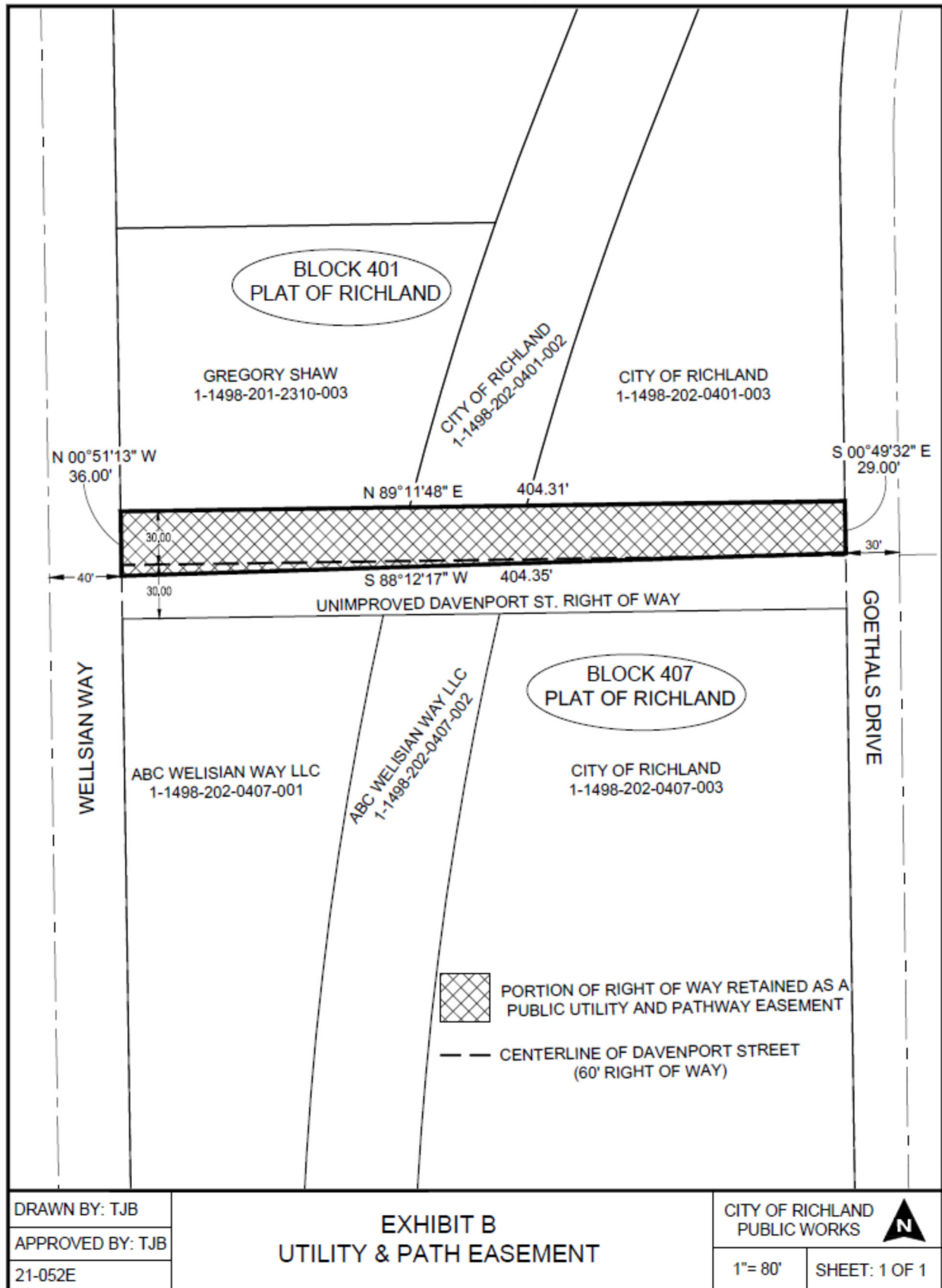
Exhibit B to Ordinance No. 28-21

Legal Description and Depiction of Easement for Utilities and Public Pathway Access

An easement lying in the Northwest Quarter of Section 14, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington, being a portion of Davenport Street as shown on Sheet 30, Plat of Richland, records of said county and state being more particularly described as follows;

Beginning at the Southwest corner of Block 401 of said Plat of Richland, said point being the Northeast corner of the intersection of Wellsian Way and Davenport Street; Thence along the North line of said Davenport Street and South line of Said Block 401 North $89^{\circ}11'48''$ East, a distance of 404.31 feet to the Southeast corner of said Block 401 and Northwest corner of the intersection of Davenport Street and Goethals Drive; Thence South $00^{\circ}49'32''$ East, parallel and 30 feet distance from the centerline of said Goethals Drive, a distance of 29.00 feet; Thence South $88^{\circ}12'17''$ West a distance of 404.35 feet to a point 40.00 feet distant from the centerline of said Wellsian Way; Thence North $00^{\circ}51'13''$ West, parallel and 40 feet distance from the centerline of said Wellsian Way, a distance of 36.00 feet to the True Point of Beginning.

Exhibit B – Page 2



ABC WELLSIAN WAY, LLC

421 W. Riverside Ave., Suite 470 Spokane, WA 99201
Office: (509) 951-0341 Fax: (866)-212-2465

July 15, 2021

Pete Rogalsky, PE
Public Works Department
625 Swift Blvd. MS-26
Richland, WA 99352

Dear Mr. Rogalsky,

Pursuant to paragraphs 5 and 9 of The Agreement Re: Property Development, Right-of-Way Improvements, and Right-of-Way Vacation of April 30, 2021, we are requesting the City proceed as necessary to complete the vacation of the referenced Davenport right of way.

We appreciate a deposit will be required; let us know the amount when that has been determined, and any specifics regarding the mechanics of making the deposit.

Thanks.

A handwritten signature in blue ink, appearing to read "DALCY", is written over a faint, light blue rectangular stamp or watermark.

Ryan Daley
Managing Member



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Ordinances - Second Reading & Passage

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 second reading and pass 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 much more consistent with neighboring jurisdictions and avoiding the deterrent effect mentioned by the Planning Commission.

The City Council deliberated over the 1:250 ratio versus 1:350 ratio concurrent with approval of Ordinance No. 21-21 for first reading, and determined to advance the 1:250 ratio for second reading and passage.

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 150 <u>250</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 21st day of September, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: September 26, 2021

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.

Note: This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

City Website: www.pasco-wa.gov

City Telephone: (509) 544-3080

Code Publishing Company

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:

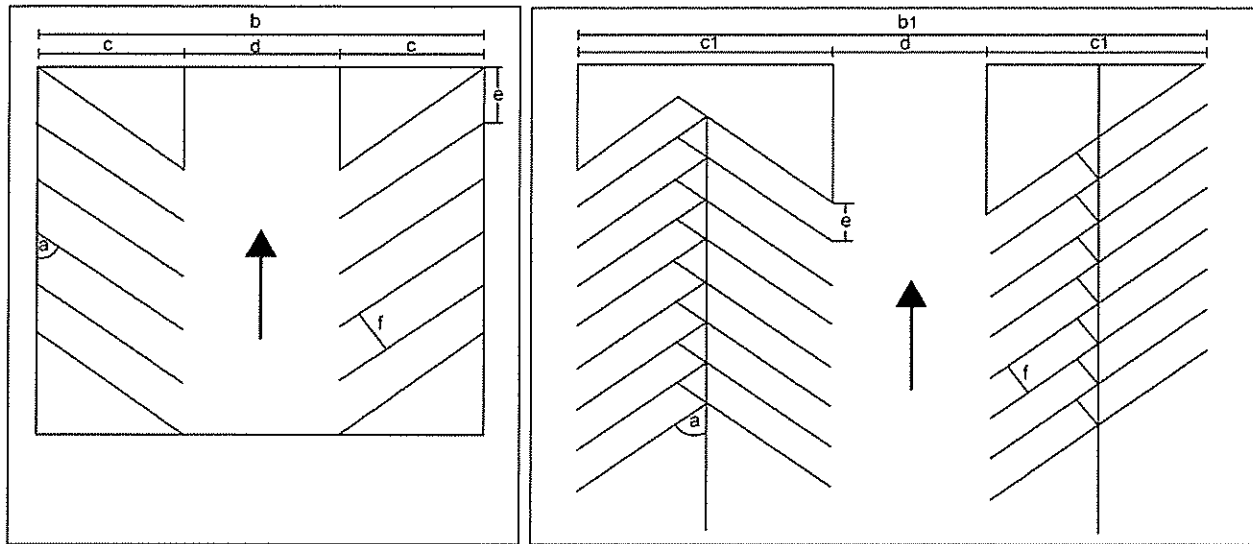
A. One-Way Traffic.

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.

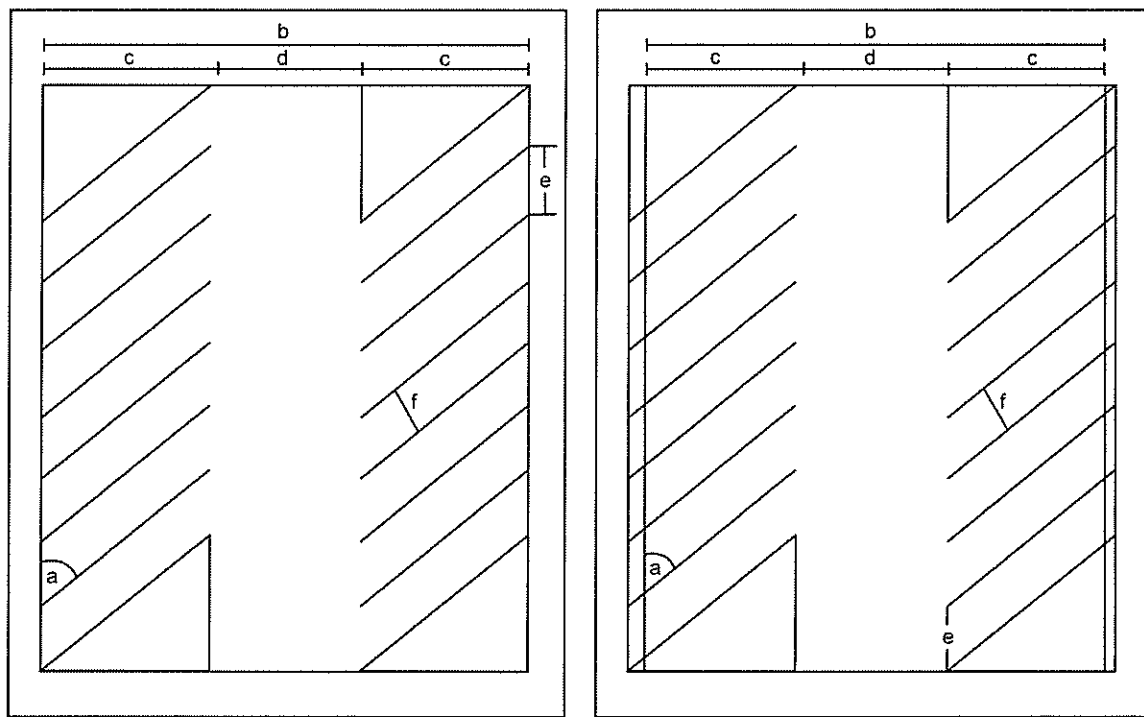
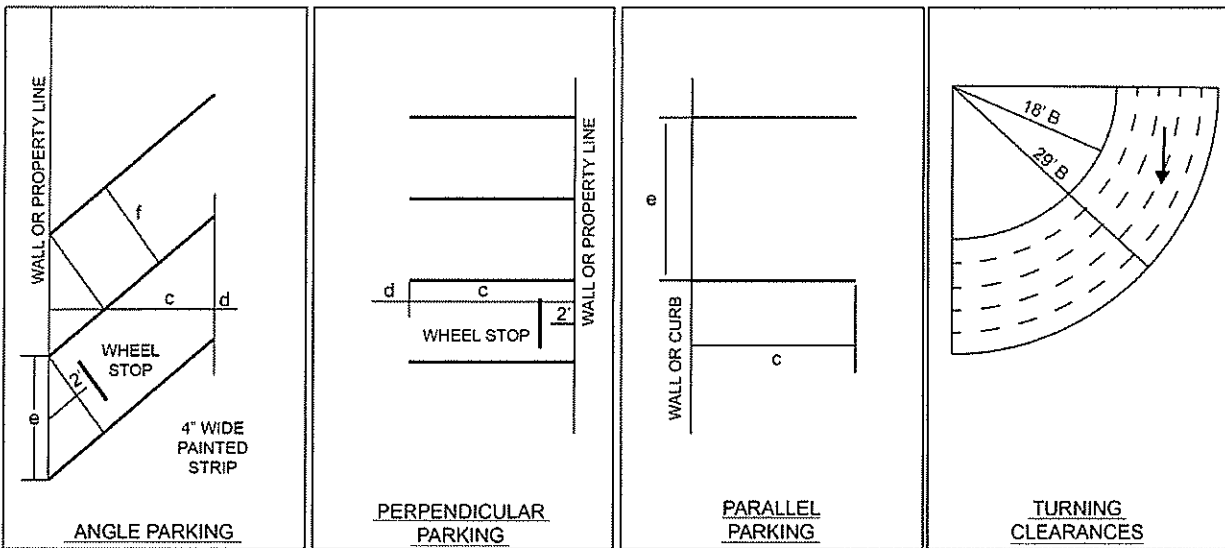


Table 17.57.4: Two-Way Traffic Parking Dimensions

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 20.100.040.D	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](#) [<](#) [>](#)

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

[Code Publishing Company](#)



**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



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Ordinances - Second Reading & Passage

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 second reading and pass 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 second reading and passage.

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.

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of September, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: September 26, 2021



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Ordinances - Second Reading & Passage

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 second reading and pass 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 second reading and passage.

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 21st day of September, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: September 26, 2021



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Ordinances - Second Reading & Passage

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 second reading and pass 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 second reading and passage.

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 21st day of September, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: September 26, 2021



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Ordinances - Second Reading & Passage

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 second reading and pass 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 second reading and passage.

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, Waste Management of Washington, Inc (hereafter “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. WMW and the City (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:	If to the City of Richland:
720 4th Avenue, Suite 400	625 Swift Boulevard, MS-26
Kirkland, WA 98033-8136	Richland, WA 99352
Attn: Area Director, Public Sector Solutions	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 21st day of September, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: September 26, 2021

ACCEPTANCE:

Waste Management of Washington, Inc., a Delaware corporation, hereby acknowledges and 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:

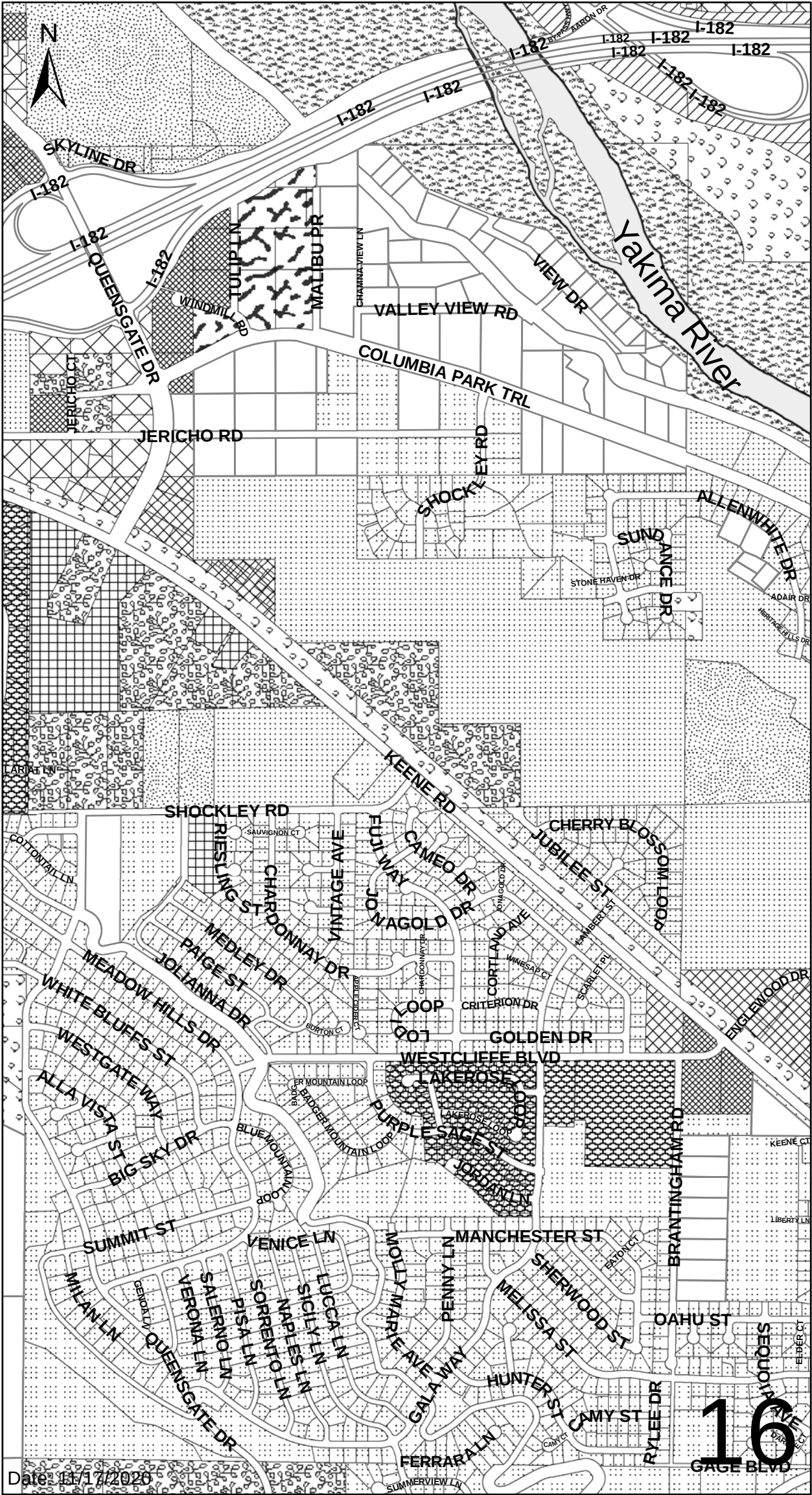
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 27 THENCE NORTH 89°14'51" EAST ALONG THE NORTHERLY LINE OF SAID SECTION 748.00 FEET TO THE NORTHWEST CORNER OF THE PARCEL AS DESCRIBED UNDER AUDITORS FILE NUMBER 680225; THENCE SOUTH 00°32'21" WEST ALONG THE WESTERLY LINE OF 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.

Exhibit B to Ordinance No. 50-20 - Passed 01/05/21



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.

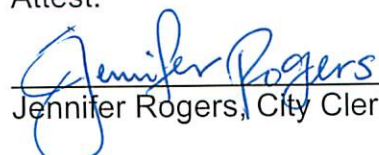
Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City's Solid Waste Management Plan.

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

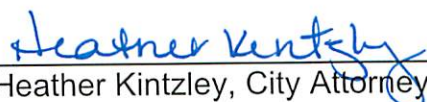
PASSED by the City Council of the City of Richland, Washington, at a regular meeting held on the 18th day of May, 2021.


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

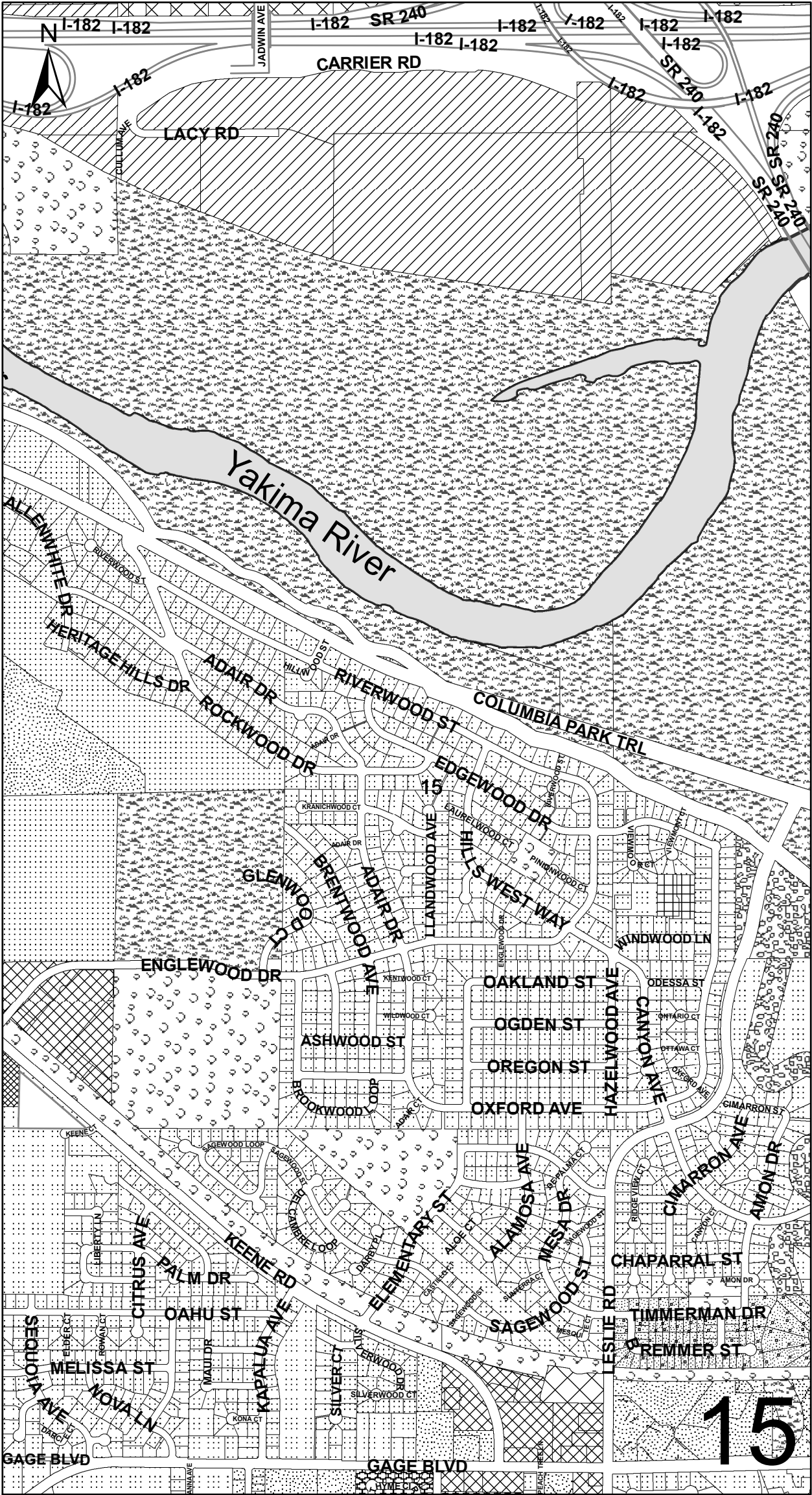
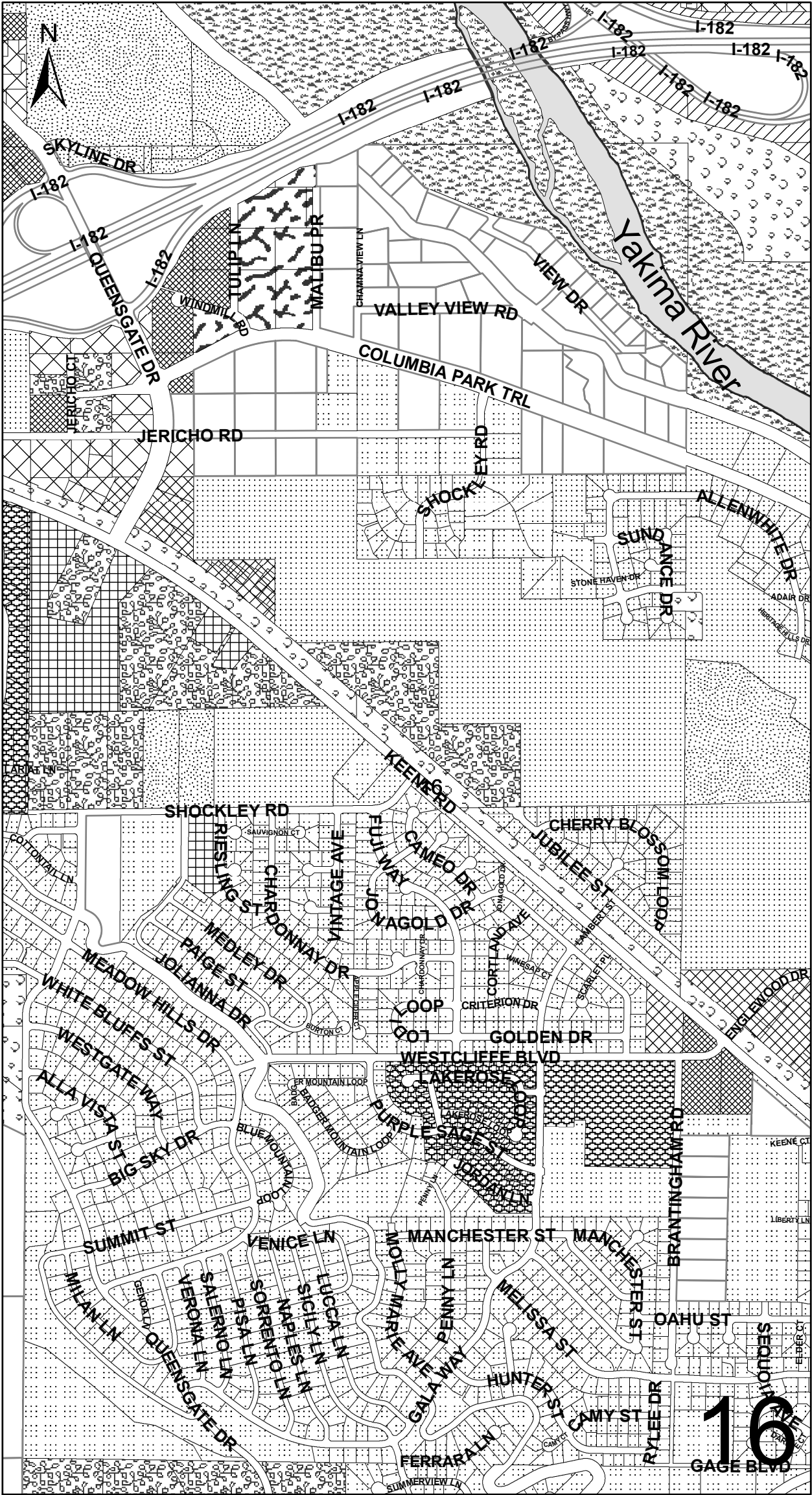


Exhibit C

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.

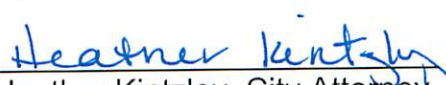
PASSED by the City Council of the City of Richland, Washington, at a regular meeting held on the 18th day of May, 2021.


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

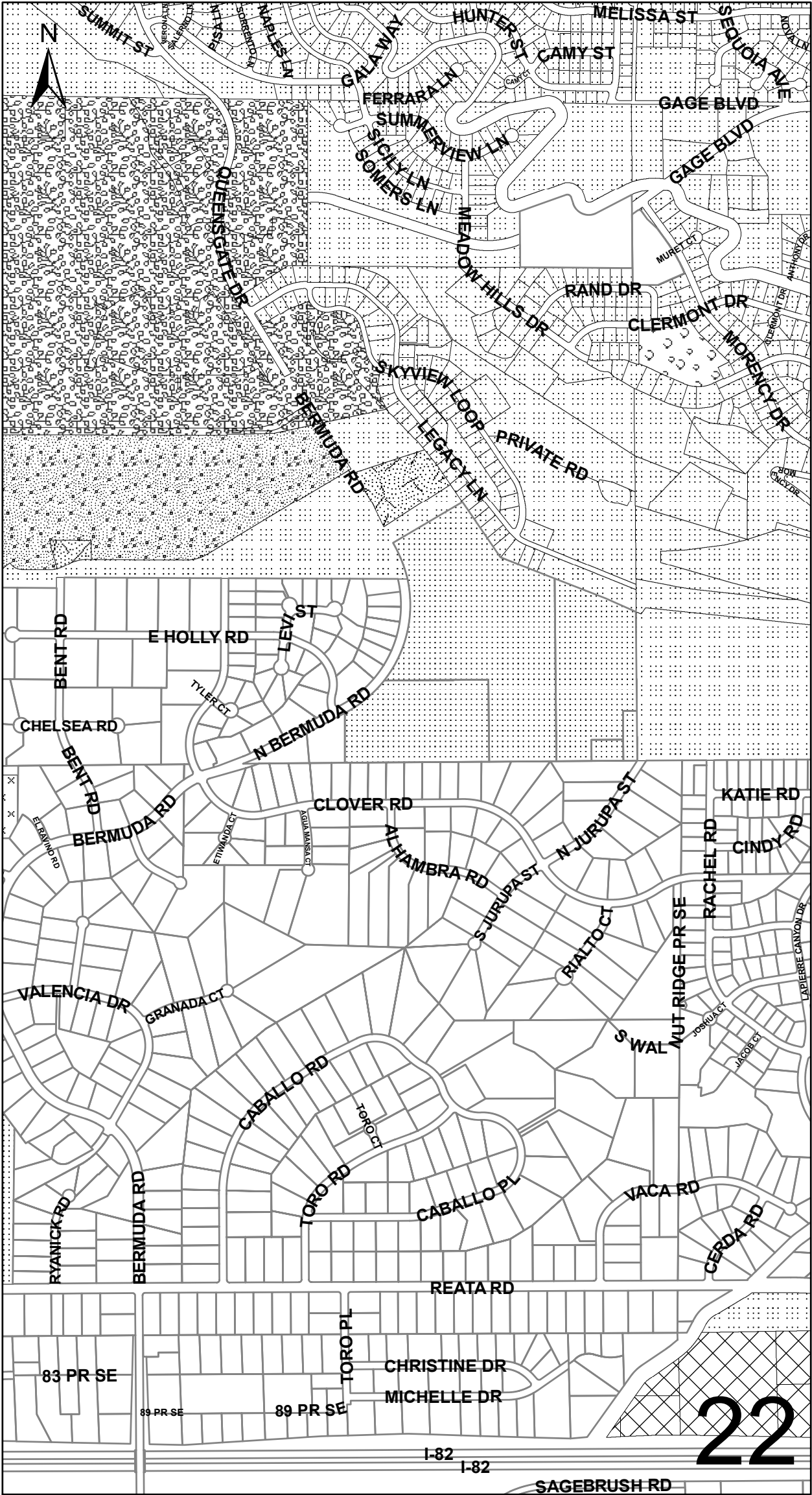
#1576) ALSO LESS ANY PORTION LYING WITHIN FOLLOWING DESCRIBED PARCEL. (AKA SHORT PLAT #1406) THAT PORTION OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: THE TRUE POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF SECTION 34: THENCE SOUTH 89° 31' 37" 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: 9/21/2021

Agenda Category: Ordinances - Second Reading & Passage

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 second reading and pass 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 second reading and passage.

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. BDI, Ed's and the City (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 21st day of September, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: September 26, 2021

ACCEPTANCE:

Basin Disposal, Inc., a Washington public utility corporation, and Ed's Disposal, Inc., a Washington public utility corporation, hereby acknowledge and 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:

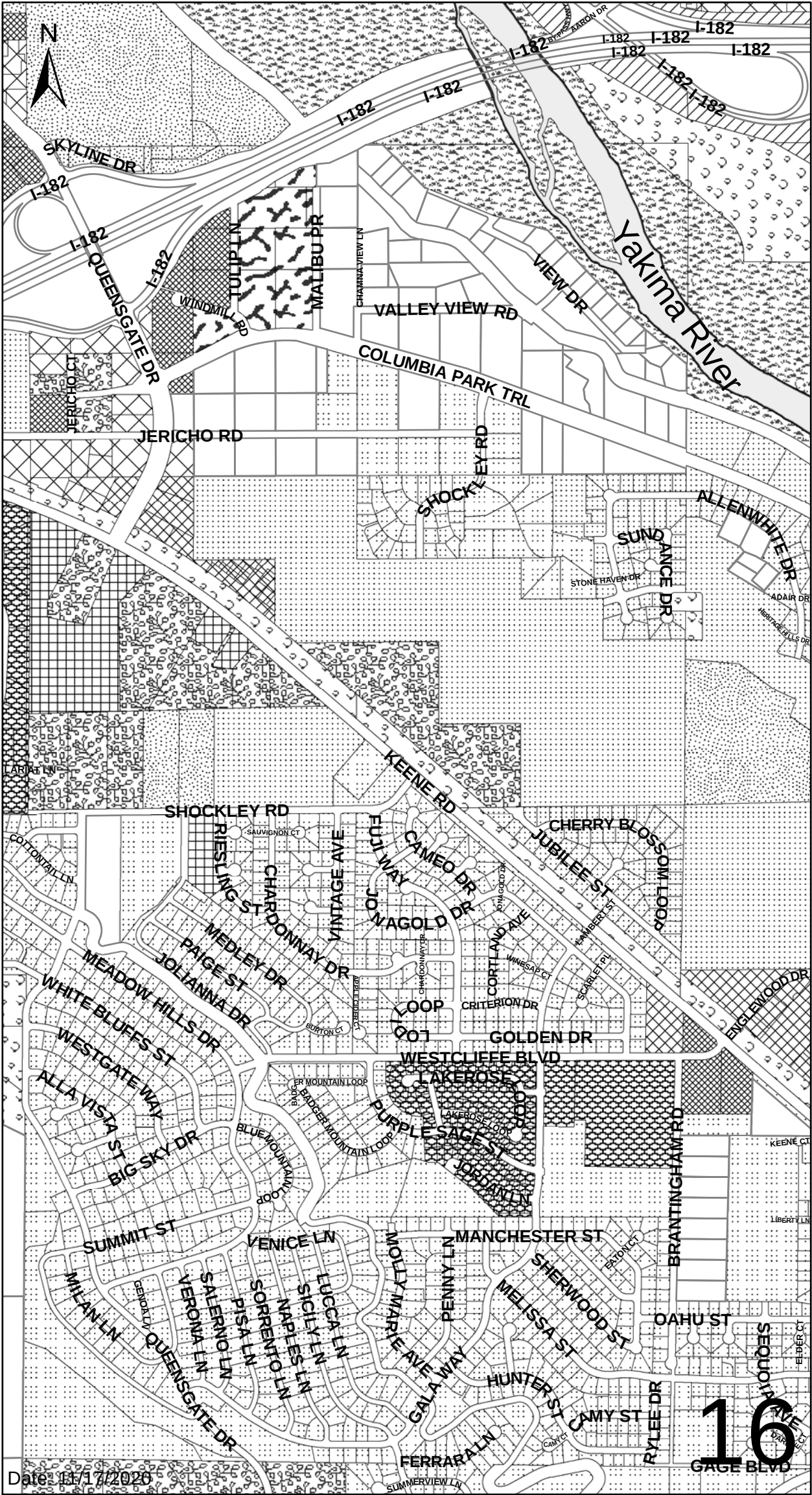
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 27 THENCE NORTH 89°14'51" EAST ALONG THE NORTHERLY LINE OF SAID SECTION 748.00 FEET TO THE NORTHWEST CORNER OF THE PARCEL AS DESCRIBED UNDER AUDITORS FILE NUMBER 680225; THENCE SOUTH 00°32'21" WEST ALONG THE WESTERLY LINE OF 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.

Exhibit B to Ordinance No. 50-20 - Passed 01/05/21



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.

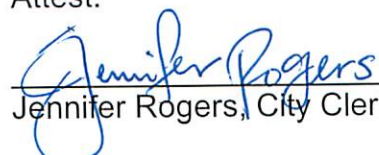
Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City's Solid Waste Management Plan.

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

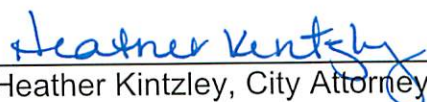
PASSED by the City Council of the City of Richland, Washington, at a regular meeting held on the 18th day of May, 2021.


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

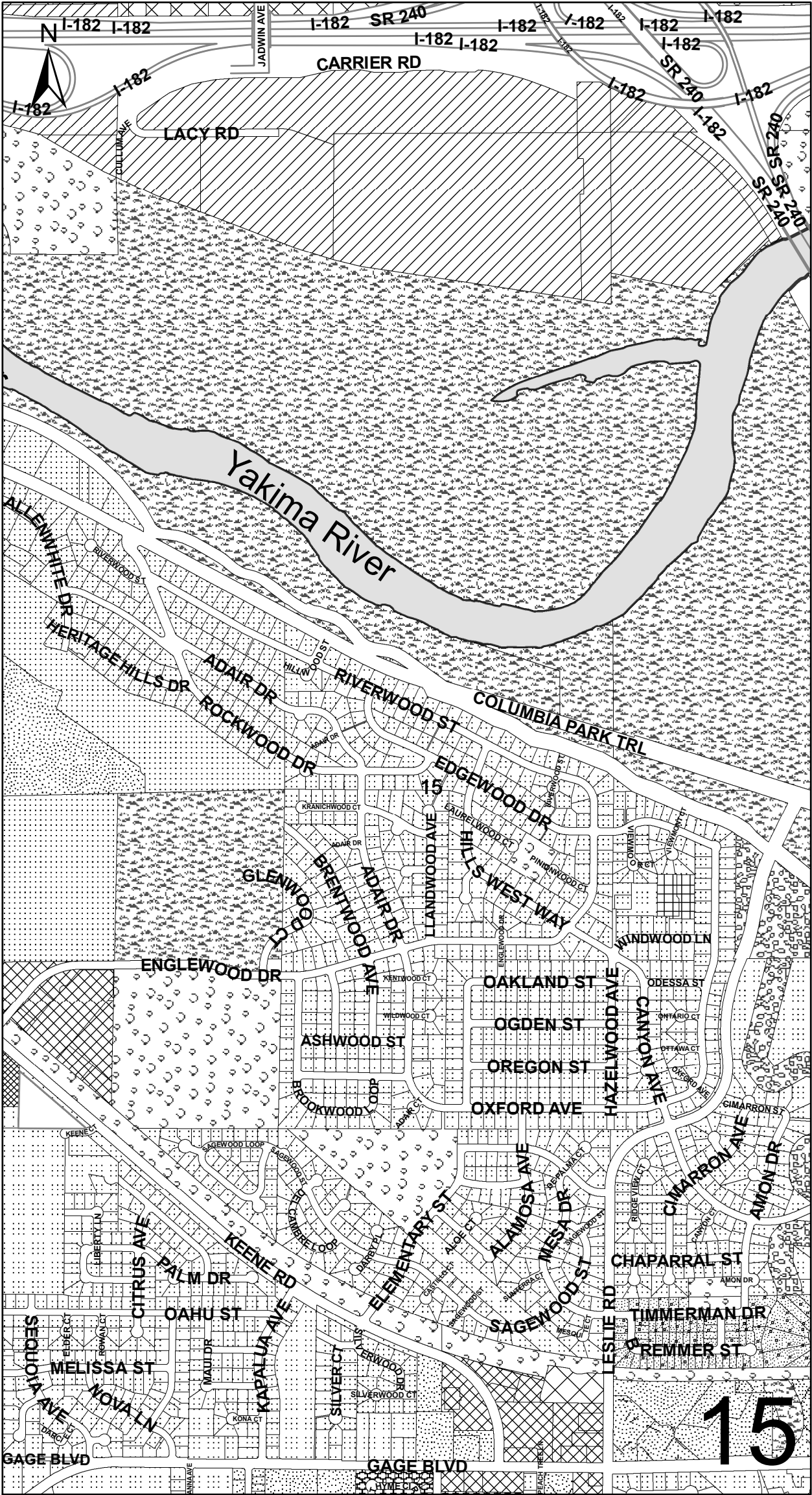
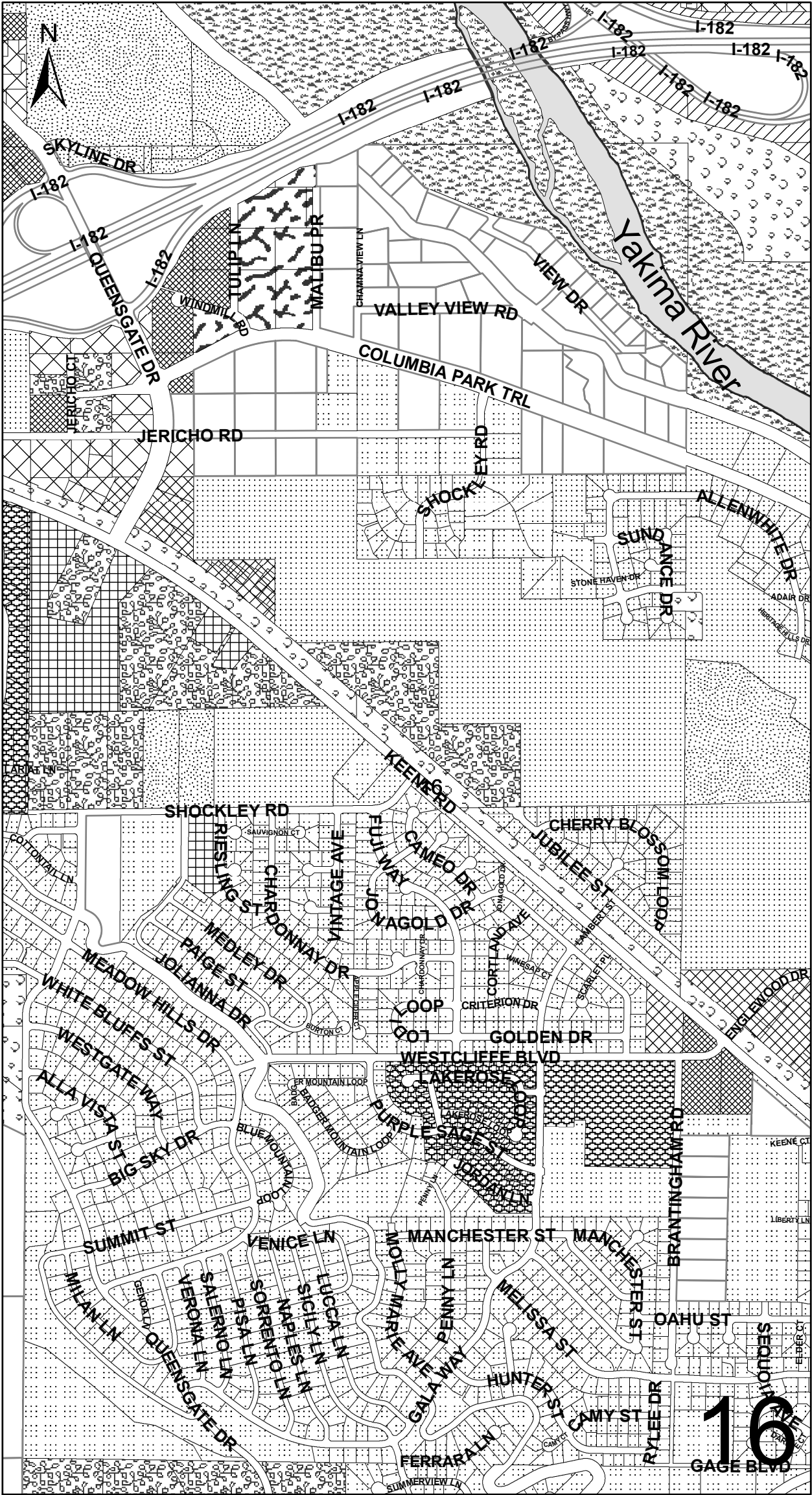


Exhibit C

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.

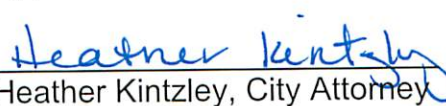
PASSED by the City Council of the City of Richland, Washington, at a regular meeting held on the 18th day of May, 2021.


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

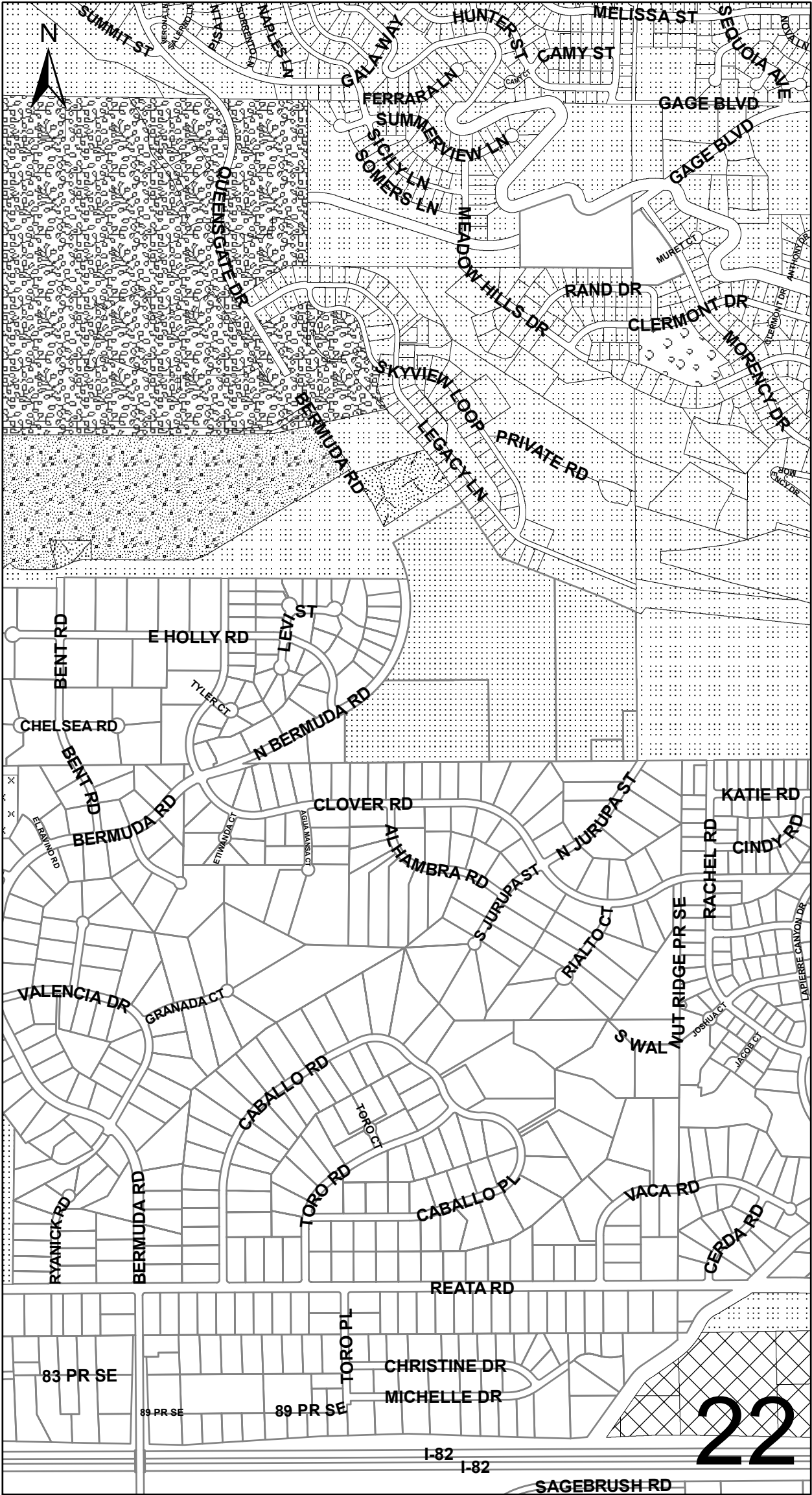
#1576) ALSO LESS ANY PORTION LYING WITHIN FOLLOWING DESCRIBED PARCEL. (AKA SHORT PLAT #1406) THAT PORTION OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: THE TRUE POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF SECTION 34: THENCE SOUTH 89° 31' 37" 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: 9/21/2021

Agenda Category: Ordinances - Second Reading & Passage

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 second reading and pass 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 second reading and passage.

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. ("WMW") 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 WMW, 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 21st day of September, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: September 26, 2021

ACCEPTANCE:

Waste Management of Washington, Inc., a Delaware corporation, hereby acknowledges and 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.

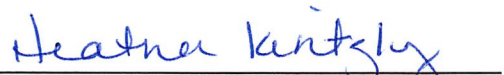
PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of November, 2018.


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
---------------------	---------------------	---------------------

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
---------------------	---------------------

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.

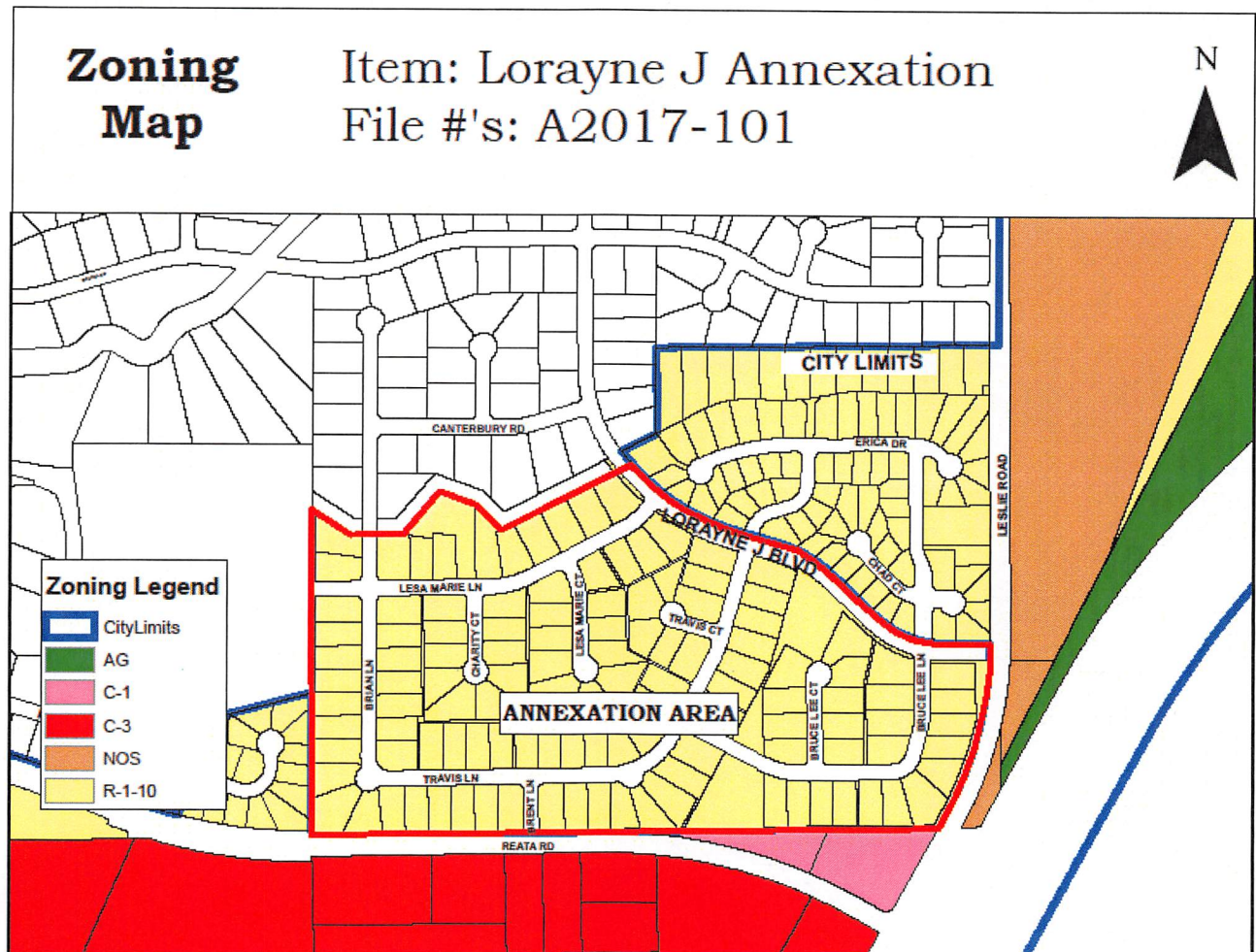
Together With: That portion of Bruce Lee Lane lying within said Plat.

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: 9/21/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 5 - Maximize Community Amenities

Subject:

Resolution No. 107- 21, Authorizing a Grant Application to the Washington State Library to Increase the Richland Public Library's Digital Collection

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

107-21

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 107-21, authorizing staff to prepare and submit a grant application to the Washington State Library for funding to increase the digital collection of the Richland Public Library, and allowing the City to accept the funds if no separate grant agreement is required by the Washington State Library.

Summary:

The Washington State Library has reserved \$20,213 in American Rescue Plan Act of 2021 (ARPA) funds for the City of Richland to benefit the Richland Public Library. The COVID-19 pandemic has increased patron demand for remote digital resources, and increasing the digital collection will benefit library patrons. The grant application and award program is streamlined, and no matching funds are required.

Staff recommends adoption of Resolution No. 107-21.

Fiscal Impact:

The Washington State Library has reserved \$20,213 of federal ARPA funds for the City of Richland Public Library. No local match for the grant is required.

Attachments:

- I. Resolution No. 107-21

RESOLUTION NO. 107-21

A RESOLUTION of the City of Richland authorizing a grant application to the Washington State Library and acceptance of funding for acquisition of digital materials to benefit library patrons.

WHEREAS, the City of Richland operates a municipal library; and

WHEREAS, the Richland Public Library manages a collection of both physical and digital materials; and

WHEREAS, the COVID-19 pandemic has increased the demand for remote access to digital materials; and

WHEREAS, the Washington State Library is offering \$20,213 of federal funding from the American Rescue Plan Act of 2021 (ARPA) to the City of Richland to benefit the Richland Public Library; and

WHEREAS, Library patrons would benefit from an increase to the digital collection; and

WHEREAS, the Richland Public Library Board of Trustees is in favor of pursuing the grant opportunity.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to prepare and submit a grant application to the Washington State Library to benefit the Richland Public Library's digital collection, and to receive the funding under the application if no further processing is required by the Washington State Library.

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 21st 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: 9/21/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 108-21, Authorizing a Consultant Agreement with Keller Associates, Inc. for the Tapteal I Booster Station Project

Department:
Public Works

Ordinance/Resolution Number:
108-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 108-21, authorizing the City Manager to sign and execute a consulting agreement with Keller Associates, Inc. for the Tapteal I Booster Station project.

Summary:

The 2021-2026 Capital Improvement Plan includes a project titled Tapteal Pump Station Upgrade, which is intended to replace pump station equipment to provide increased capacity and efficiency to meet the water supply needs of south Richland and the City of West Richland. An interlocal agreement between the cities of Richland and West Richland was executed in July 2020 and establishes the partnership between the two agencies for this project. A new 12-inch water pipeline in Kennedy Road has been added to the scope of the project based on the City's 2017 Water System Plan.

Richland's engineering staff does not possess the expertise to efficiently complete the necessary design work. Therefore, a competitive Request for Qualifications (RFQ) process was conducted to solicit the services of a consulting engineering firm to assist with evaluating alternatives and preparing design and construction documents for the replacement and upgrade of the pump station equipment and the new pipeline.

The City received two (2) responses to the RFQ, and Keller Associates was determined to be the most qualified vendor. A scope of work and budget has been negotiated with Keller Associates, Inc. that will result in the required work being completed at a reasonable cost and within available budget capacity.

The work under this proposed contract is expected to result in a project ready to solicit contractor bids in the summer of 2022. The City's best interests are served by executing a contract to procure the necessary engineering consulting services.

Staff recommends adoption of Resolution No. 108-21.

Fiscal Impact: The total cost of this contract is not to exceed \$382,200. Work expected to be completed in 2021 will cost up to \$115,000. The existing available project budget for 2021 includes \$150,000 of Richland funds from the Water Fund and \$50,000 from the City of West Richland. The remaining costs in the proposed contract will be funded through the 2022 budget and additional partnership contributions from the City of West Richland which are yet to be negotiated.

Attachments:

1. Resolution No. 108-21
2. Proposed Richland Tapteal Kennedy Upgrades Agreement - Keller Associates

RESOLUTION NO. 108-21

A RESOLUTION of the City of Richland authorizing a consultant agreement with Keller Associates, Inc. related to the Tapteal Pump Station Upgrade Project.

WHEREAS, the 2021-2026 Capital Improvement Plan (CIP) includes a project entitled Tapteal Pump Station Upgrade (the "Project"); and

WHEREAS, the Project is intended to replace pump station equipment to provide increased capacity and efficiency to meet the water supply needs of growth in south Richland and the city of West Richland; and

WHEREAS, an interlocal agreement between the cities of Richland and West Richland, executed July 2020, establishes the partnership between the two agencies for the Project; and

WHEREAS, a new 12-inch water pipeline in Kennedy Road has been added to the scope of the Project based on Richland's 2017 Water System Plan; and

WHEREAS, Richland's Public Works engineering staff does not possess the expertise to efficiently complete the necessary design work; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted, in accordance with the City's purchasing policies, to solicit the services of a consulting engineering firm to assist with evaluating alternatives and preparing design and construction documents for the replacement and upgrade of the pump station equipment; and

WHEREAS, the City received two (2) responses to the RFQ; and

WHEREAS, Keller Associates, Inc. was determined to be the most qualified vendor to evaluate the alternatives, make recommendations, and prepare a bid package for the purchase of a new system and design the retrofit improvements; and

WHEREAS, a scope of work and budget has been negotiated with Keller Associates, Inc. that will result in the required work being completed at a reasonable cost and within available budget capacity; and

WHEREAS, the City's best interests are served by executing a contract to procure the necessary engineering consulting services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with Keller Associates, Inc. to design the Tapteal Pump Station Upgrade Project.

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 21st day of September, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Tapteal Booster Stations and Kennedy Water Main

This Agreement is entered into this _____ day of September, 2021 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Keller Associates, Inc.** ("**Consultant**"), a Washington for-profit corporation with service at 733 5th Street, Suite A, Clarkston, WA 99403. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☐ City Richland Solicitation No. N/A
 4. ☐ Exhibit B: Solicitation No. N/A proposal response submitted by Consultant dated N/A.
 5. ☒ Additional Documents – Attachment to Exhibit A: Keller Associates, Inc. 2021 Title Code Billing Rates

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by September 30, 2022.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on September 30, 2022.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **three hundred eighty-two thousand two hundred dollars (\$382,200)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are

independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City (including previously developed standard drawings, specifications, calculation/program templates, etc.) is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City. Notwithstanding the foregoing, Consultant retains a right to reuse work products on Consultant's future projects.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.

- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs" which can be found at:

www.sam.gov and <https://secure.lni.wa.gov/verify/>

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION / HOLD HARMLESS

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Stillman Norton
Name of Firm: Keller Associates, Inc.
Address: 733 5th Street, Ste. A
Address: Clarkston, WA 99403
Email: stillman@kellerassociates.com
Phone Number: (509) 295-6095
Fax Number: (509) 295-6104

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. CHANGE IN LAW

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after commencing negotiation, then this Agreement may be terminated by either Party as of the

earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

The City may desire to have Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

DRAFT

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
Interim City Manager

Signature

Larry Rupp
Printed Name

Attest:

Principal
Title

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

DRAFT

EXHIBIT A: Detailed Scope of Work

Exhibit A to follow.

DRAFT

Exhibit A

CITY OF RICHLAND, WA TAPTEAL BOOSTER STATIONS AND KENNEDY WATER MAIN SCOPE OF WORK

PROJECT DESCRIPTION

The **City of Richland** ("City") has contracted with **Keller Associates, Inc.** ("Consultant") to provide design phase services to upgrade the Tapteal Booster Station facilities and develop a new 12-inch water main on Kennedy Road. The Consultant's scope of work has been developed based on the following project description. As the project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of work.

The Tapteal Booster Stations are also referred to as the Badger Mountain 1 and Badger Mountain 2 booster stations. The goals of this project include the following:

- Replace aging and outdated vertical can pumps at the Badger Mountain 1 facility.
- Evaluate options for some combination of existing, expanded, and/or new pump station to provide a total capacity of at least 12,200 gpm required to meet demands for the next 20 years.
- Evaluate and design mitigation efforts for suction issues at Badger Mountain 2 facility.
- Replace existing chlorine tablet system with a new onsite sodium hypochlorite generation (OSHG) system at the Badger Mountain 1 and 2 site to meet the full 12,200 gpm flow rate and approximately three days worth of storage. May include placing equipment in the existing Badger Mountain 1 building, adding on to the existing Badger Mountain 2 building, or designing a new building to be located adjacent to existing facilities.

Booster station improvements are anticipated to include design of 3 to 5 new pumps; design of integration of new pump controls to existing SCADA system; new OSHG equipment; building improvements; a backup power generator; and electrical, HVAC, and structural improvements.

The Kennedy water main improvements are anticipated to include approximately 4,500-feet of 12-inch diameter main in Kennedy Road between Keene Road and Duportail Street within existing right-of-way.

Improvements will be designed in accordance with Washington Department of Health and City of Richland Public Works Engineering design standards. Improvements are anticipated to be funded by partnership between the City of Richland and the City of West Richland as documented in an interlocal agreement.

Consultant's services are limited to those services outlined in the following scope of work.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

Consultant Responsibilities:

- 1.1. General Project Management. Provide general project administration services including contract administration, project accounting, progress reports, scheduling, and internal project administration.

Assumptions:

- Project management budget assumes a project schedule of up to 9 months.
- Project is being funded by the City.
- Unless otherwise noted, meetings/workshops may be held in person or via on-line meeting tools. This assumption applies to meetings/workshops listed in subsequent tasks.

Deliverables:

- Monthly invoices and project update summaries.
- Kickoff meeting agendas and meeting notes.

TASK 2: DESIGN REPORT

Consultant Responsibilities:

- 2.1. Request for Information. Review and assess available project information. Prepare request for information for data to be used in the design process. Include request for surveying.
- 2.2. Design Criteria. Document design criteria that will serve as basis for design.
- 2.3. Geotechnical Investigation.
 - a. Consultant will utilize the services of GeoProfessional Innovation to complete a geotechnical investigation for the proposed booster station site and water main improvement.
 - b. The sub-consultant will coordinate exploration with the Utilities Underground Location Center, Consultant, and the City to help reduce the potential for damage to existing subsurface utilities associated with the exploration.
 - c. The sub-consultant will supervise up to 4 test pits to be completed by the subconsultant (two at booster station site and two along water main corridor). The water main test pit will be completed outside of the paved roadway. Exploration will extend 5 to 10 feet below the existing ground surface or to refusal on bedrock or other obstructions. Note depth to rock or refusal (if encountered), the depth to groundwater, and classify soil in accordance with ASTM standards.
 - d. The sub-consultant will provide lateral earth pressures for existing types of soils, including seismic values and site classification, soil profiles, provide recommended back-filling procedures and recommendations for type(s) of foundations that would be suitable, re-use of onsite soils, structural fill specifications, over excavation recommendations, compaction specifications, allowable bearing capacities, pavement recommendations, estimated settling of booster station, groundwater depth, and required frost protection depth.
- 2.4. Site Layout. Develop 30% concept design showing site civil layout and booster station improvements on the existing site, including new OSHG equipment, as well as preliminary water main alignment on Kennedy Road including approximate location of major valves and features. Concept to include general grading concepts and reflect considerations for alternative booster station dimensions, building footprint (changes to existing or addition of new building), generator location, and yard piping revisions.
- 2.5. Booster Station Alternatives. Evaluate up to four design alternatives with the City. Alternative evaluations are anticipated to be limited to the following booster station components:
 - a. Building layouts – evaluate up to four building layout options. This is anticipated to include repurposing existing buildings, expanding existing buildings, and new building alternatives to achieve 12,200 gpm of capacity.
 - b. Pump type selection – evaluate up to three pump types including pump curves to assess whether pumps are capable of operating within desired flow ranges and low suction head conditions.
- 2.6. Electrical and Controls. Coordinate with City to identify transformer requirements and SCADA communication preferences. Prepare one-line diagram for power and a narrative describing the communication strategy and objectives. Evaluate required updated to SCADA panels to incorporate new pumps. Evaluate backup power generation options and approximate costs including backup power capacity for full booster station (all pumps and OSHG equipment) and winter flow plus 50% of pumping capacity (pumps and OSHG equipment).
- 2.7. Opinion of Probable Cost. Provide an AAEC Class 4 opinion of probable cost for the project.

- 2.8. Workshop Meeting. Meet with City to review concepts and alternatives and select preferred alternative for design including identification of items proposed for pre-purchase.
- 2.9. Prepare Design Report. Prepare draft Design Report following the Washington Department of Health (DOH). In addition to the minimum regulatory requirements, Design Report to include concept drawings described in item 2.4 above. Submit to City for review.
- 2.10. Final Design Report. Incorporate City input and submit to DOH for review. Address agency comments into final Design Report.

City Responsibilities:

- Provide requested information, including booster station design criteria and preferred alternatives. Provide input on project objectives, space and performance requirements, expandability needs, and budgetary limitations.
- Provide topographic, property boundary, and right-of-way surveying required for the booster station and water main improvements in AutoCAD format. Include copy of point file (CSV or TXT format is preferred), field book, and other pertinent notes and photos. Provide direction on what points should be identified in the plans for benchmarks and control. Provide information indicating what vertical and horizontal datums were used.
- Provide concurrence on the location of the geotechnical investigation; assist in pre-marking locations for test pits.
- Provide groundwater data to Consultant at nearby water reservoirs.
- Review and provide one set of consolidated comments on the Draft Design Report.

Assumptions:

- City will review and approve all deliverables.
- Consultant is not being asked to verify the booster pump design criteria.
- Land and easement acquisition, negotiations, and legal descriptions are not included.
- Booster station location and sizing are based on recommendations in the planning study and will not be reevaluated as part of this scope of work.
- Water quality monitoring beyond chlorination is not required.
- Three phase power is readily available, located onsite, and sufficient to handle any additional load incorporated through this project.
- SCADA improvements will be limited to connecting to existing SCADA equipment and controls already available onsite.
- Soft starts are most likely solution for pump startup and control.
- Three-dimensional dynamic modeling for pump vibrations is not included in this scope of work.
- Only two test pits to an approximate depth of 7 to 10 feet will be provided at the proposed booster station site.
- Pavement sections and curbing will not be needed for access and parking.
- Radio path survey will not be needed due to presence of existing SCADA equipment.

Deliverables:

- Request for information.
- Geotechnical report.
- Agenda and meeting notes for Workshop Meeting.
- Draft and Final Design Report.

TASK 3: FINAL DESIGN

Consultant Responsibilities:

- 3.1. Plan Sheets. Prepare general, site civil, structural, architectural, plumbing, HVAC, mechanical, electrical, and instrumentation and control plan sheets for the site, booster station, OSHG facility, and yard piping as well as water main sheets for the Kennedy water main extension. Instrumentation and control plan sheets will generally include a network layout drawing, piping and instrumentation diagrams (P&ID), control panel one-line diagrams, wiring diagrams, input/output schedule, and the instrumentation schedule. Instrumentation and control design will be prepared primarily as a performance specification, however tech specs to include Owner's preferences for make and model components to conform with others in their system. Coordinate location of pumps, piping layout, spacing, electrical equipment, generator, HVAC equipment, plumbing drains, and other appurtenances with the City. Kennedy water main plans to include topography (provided by City), pipe size, type, fitting, surface repair, crossing requirements, property lines (provided by City), survey control (provided by City), and special details necessary for a biddable product. In preparing the final design, Consultant will rely on the accuracy of information provided by others. Final design drawings to include plan view, over excavation requirements, and significant utility crossings. Prepare 50% and 90% review sets.
- 3.2. Specifications. Incorporate City requirements, supplemental conditions, and special provisions and project constraints to be coordinated with City prepared front end documents. Prepare technical specifications. Technical specifications will be prepared to addressing the construction of the booster station, OSHG facility, and water main extension. Prepare table of contents of Consultant provided specifications for the 50% review set, and complete draft technical specifications for the 90% review set. Also, separately prepare pre-purchase specifications for select equipment identified in the Design Report phase. These are anticipated to include the pumps, OSHG equipment, and electrical MCC/panels.
- 3.3. 50% Design and Review Workshop Meeting. Submit 50% design review drawings and specifications table of contents to the City. Participate in a 50% design review workshop meeting.
- 3.4. 90% Design Submittal. Submit 90% design review drawings and specifications to the City.
- 3.5. DOH Submittal. DOH design checklists will be completed and submitted along with the final plans and specifications to DOH for review.
- 3.6. Final Approval. Upon City and DOH review, Consultant will incorporate appropriate revisions into a final set of stamped drawings and specifications that will be used for bidding.
- 3.7. Opinion of Probable Cost. Prepare an AACE Class 3 (50%) and Class 2 (90% and final) opinion of probable cost for the project at 50%, 90% and final design.

City Responsibilities:

- Review and provide one set of consolidated comments on the 50% and 90% design deliverables.
- Assist in identifying permits and approvals for which Contractor will be responsible.
- City to provide Front-End Construction Contract Documents.
- Pay for any associated permitting fees not assigned to the Contractor.

Assumptions:

- City will review and approve all deliverables.
- Consultant will be compensated for additional services for City-requested out of scope items and for rework triggered by City-requested changes to previously agreed upon design criteria and concepts.
- Project will not include irrigation or landscaping of the site.
- Extensive architectural features and architectural renderings are not included in the booster station design.
- Contractor will be required to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP), prepare traffic control plans, and secure associated permits.

- Shoring (if required) will be designed by the Contractor.
- Building permit will be obtained by the Contractor.
- SCADA integration will be bid out as a performance specification. The prime contractor will have control over who provides this integration provided that their integrator meets the qualifications set forth in the bidding documents. The SCADA integrator will need to have experience on similar type and sized projects.
- Additional professional time for correspondence and meetings, due to a City initiated change in the project design, preparing additional bidding-related documents (i.e. contract prequalification and alternative bids), participating in project peer reviews or value engineering, and/or project support above and beyond that described is considered an additional service.
- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant.
- The following design standards and references are to be followed where relevant during the development of the project:
 - City of Richland Standard Drawings
 - International Building Code
- AutoCAD is to be used to prepare drawings and AutoCAD Civil 3D or Revit may be used for the site and building design. Spreadsheets will be prepared in Microsoft Excel and text documents in Microsoft Word.

Deliverables:

- 50% design submittal, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17").
- 90% design drawings and specifications, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17").
- 100% stamped design package, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17") and five 11"x17" paper copies.
- Opinion of probable cost.

ADDITIONAL SERVICES (not included in scope of work)

- Special use permits, environmental services, or additional permitting beyond those described in the scope of work
- Power energy rebate support
- Public outreach/meetings or stakeholder outreach support
- Field investigations, including subsurface investigations, to check available record drawings
- Bid support services
- Construction phase services
- Construction phase surveying (quantities, staking, record)
- Project site tours
- Easements and right-of-way acquisition support
- Multiple design alternatives (i.e alternative booster station footprints or construction materials) for bidding purposes
- Surge analysis
- Completion of the warranty walkthrough 11-months after the issuance of Substantial Completion to the Contractor

SCHEDULE

Consultant anticipates the following project schedule. The number of days associated with each of the tasks are approximate and assume timely delivery of requested information. Actual schedule may vary:

Task	Schedule	Comments
Task 2 – Design Report Submittal	90 days	Design Report will be submitted to City and DOH within 100 days from receiving Notice to Proceed from City.
Task 3 – 50% Design Complete	60 days	50% Design Plans will be completed within 60 days after receiving Design Report approval from DOH.
Task 3 – 90% Design Complete	90 days	90% Design Plans will be completed within 60 days after receiving City comments from the 50% review design meeting.
Task 3 – 100% Design Submission to Agency	30 days	100% Design Plans and Specifications will be completed and submitted to Agency within 30 days after receiving City comments from the 90% review design meeting.

COMPENSATION

While individual task budgets may be exceeded, as compensation for services to be performed by Consultant, the City will pay Consultant as described in the following table. The total authorized budget amount shall not be exceeded without written authorization from the City. For time and materials tasks, compensation will be according to the Consultant's standard billing rates updated annually in January.

Task	Type	Amount
Task 1 – Project Management	T&M	\$10,100
Task 2 – Design Report	T&M	\$108,000
Task 3 – Final Design	T&M	\$264,100
TOTAL COST		\$382,200

T&M = Time and Materials



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 109-21, Authorizing a Consultant Agreement with RH2 Engineering, Inc. related to the North Richland UV Disinfection Facility Improvements Project

Department:
Public Works

Ordinance/Resolution Number:
109-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 109-21, authorizing the City Manager to sign and execute an agreement with RH2 Engineering, Inc. related to the North Richland UV Disinfection Facility Improvements project.

Summary:

The 2021-2026 Capital Improvement Plan includes an ongoing program titled Water Treatment Equipment Upgrades that invests in timely renewal and replacement of facilities and equipment at the City's water treatment plants. The 2021 CIP Water Treatment Equipment Upgrades included funds to do a feasibility study to replace the City's obsolete ultraviolet light (UV) disinfection equipment at the North Richland Slow Sand Facility. The North Richland Slow Sand Facility is the City's second highest capacity potable water treatment facility.

City engineering staff do not have the technical expertise to efficiently complete the work necessary to satisfy the regulatory requirements for this project. Therefore, a competitive Request for Qualifications (RFQ) was conducted to solicit the services of a consulting engineering firm to assist with the necessary work.

The City received two (2) responses to the RFQ, both of which were submitted by firms qualified to perform the required work. After the City was unable to come to suitable contract terms with the firm rated most qualified, RH2 Engineering, Inc. was approached to complete the work.

A scope of work and budget has been negotiated with RH2 Engineering, Inc. to complete a feasibility analysis, prepare the project design bid documents, and assist with construction management at a reasonable cost. The City's best interests are served by executing a contract to procure the necessary engineering consulting services.

Staff recommends adoption of Resolution No. 109-21.

Fiscal Impact:

The total cost of this proposed contract will not exceed \$134,988, with costs to be realized in both 2021 and 2022. The Water Treatment Equipment Upgrade program within the Water Fund capital program has sufficient capacity to fund this entire contract.

Attachments:

1. Resolution No. 109-21
2. Proposed RH2 Consultant Agreement-North Richland UV System Upgrade

RESOLUTION NO. 109-21

A RESOLUTION of the City of Richland authorizing a consultant agreement with RH2 Engineering, Inc. for the North Richland Ultraviolet (UV) Disinfection Facility Equipment Replacement Project.

WHEREAS, the 2021-2026 Capital Improvement Plan (CIP) includes an ongoing program entitled Water Treatment Equipment Upgrades (the “Program”) that invests in timely renewal and replacement of facilities and equipment at the City’s water treatment plants; and

WHEREAS, the CIP Program includes funds for a feasibility study to replace the City’s obsolete ultraviolet light (UV) disinfection equipment at the North Richland Slow Sand Facility (the “Facility”); and

WHEREAS, Richland’s Public Works engineering staff does not have the technical expertise to efficiently complete the work necessary to satisfy the regulatory requirements for the Project; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted, in accordance with the City’s purchasing policies, to solicit the services of a consulting engineering firm to assist with evaluating modern UV disinfection systems to replace the current units at the Facility; and

WHEREAS, the City received two (2) responses to the RFQ, both of which were submitted by firms qualified to perform the required work; and

WHEREAS, because the City was unable to come to suitable contract terms with the firm rated most qualified, RH2 Engineering, Inc. was approached to complete the work; and

WHEREAS, a scope of work and budget has been negotiated with RH2 Engineering, Inc. to complete a feasibility analysis, prepare the project design bid documents, and assist with construction management at a reasonable cost; and

WHEREAS, the City’s best interests are served by executing a contract to procure the necessary engineering consulting services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with RH2 Engineering, Inc. to complete engineering work for the North Richland Ultraviolet (UV) Disinfection Facility Equipment Replacement Project.

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 21st day of September, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

North Richland UV Disinfection Facility Improvements Equipment Upgrade and Design

This Agreement is entered into this _____ day of September, 2021 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **RH2 Engineering, Inc.** ("**Consultant**"), a Washington for-profit corporation with service at 114 Columbia Point Drive, Richland, WA. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. RFQ 21-0058
 4. ☒ Exhibit B: Solicitation No. RFQ 21-0058 proposal response submitted by Consultant dated June 8, 2021.
 5. ☐ Additional Documents – .

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by June 30, 2022.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on June 30, 2022.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **One Hundred Thirty Four Thousand Nine Hundred Eighty Eight (\$134,988.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.

- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs" which can be found at:

www.sam.gov and <https://secure.lni.wa.gov/verify/>

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be

primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION / HOLD HARMLESS

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Paul Cross, P.E.
Name of Firm: RH2 Engineering, Inc.
Address: 114 Columbia Point Drive, Suite C
Address: Richland, WA 99352
Email: pcross@ci.richland.wa.us
Phone Number: 509-886-6767
Fax Number:

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. CHANGE IN LAW

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after commencing negotiation, then this Agreement may be terminated by either Party as of the

earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

The City may desire to have Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
Interim City Manager

Signature

Printed Name

Attest:

Title

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

Exhibit A to follow.

DRAFT

EXHIBIT A
Scope of Work
City of Richland
North Richland UV Disinfection Facility Improvements
Equipment Upgrade and Design
August 2021

Background

The City of Richland (City) maintains and operates the North Richland Wellfield and Ultraviolet Light (UV) Disinfection Facility. The plant includes an aging 15 million gallons per day (MGD) UV disinfection system manufactured by Wedeco. Replacement UV disinfection system parts have been increasingly difficult to source over time. Therefore, the UV disinfection system needs replacement.

The City has retained RH2 Engineering, Inc., (RH2) to evaluate modern UV disinfection systems to be mechanically retrofitted in the plant. This Scope of Work includes developing a bid package for the City to pre-purchase the UV disinfection system directly from a supplier, designing mechanical replacement of the waste flow and distribution valves, and designing retrofit improvements for the selected UV disinfection system and ancillary electrical components.

This Scope of Work presents the design and permitting tasks for this project as follows.

- Task 1 – Preliminary Design and Bid Package for Equipment Procurement
- Task 2 – Final Design
- Task 3 – Project Management

RH2 will perform the services described to the amount of effort identified in the attached Fee Estimate. If additional effort is required, that extra work will be mutually determined by the City and RH2.

A scope of work and fee estimate for the following tasks will be developed as part of a future contract amendment at the City's discretion once design has been completed.

- Task 4 – Services During Bidding
- Task 5 – Services During Construction

Task 1 – Preliminary Design and Bid Package for Equipment Procurement

Objective: Evaluate and analyze two (2) UV disinfection system alternatives and develop a bid package for pre-purchasing the UV disinfection system. Evaluate and analyze waste flow and distribution valve alternatives. Develop conceptual layouts for mechanical retrofits for the UV disinfection system and waste flow and distribution valves.

Approach:

- 1.1 Review Information and Well Water Quality Data – Review well water quality information, historical UV disinfection system analyses, and record drawing information provided by the City.

Visit project site with City operations staff to discuss proposed improvements in additional detail.

- 1.2 Coordinate with DOH – Coordinate with the Washington State Department of Health (DOH) regarding its expectations for documenting the UV disinfection system improvements. *It is assumed that a formal Project Report submittal to DOH based on applicable Washington Administrative Code (WAC) requirements is not required but that additional operations and maintenance (O&M) information regarding lamp breakage may need to be submitted once the specific UV units have been identified for implementation.* Update the City's existing lamp breakage response plan with the O&M information and submit to DOH for review and approval. *Acceptance of the response plan is beyond the control of RH2 and the City, and no date is warranted or implied for DOH response or approval. If additional DOH coordination and submittals are required, then a contract amendment will be mutually negotiated at that time for additional services.*
- 1.3 Analyze UV Disinfection System Alternatives – Coordinate with UV disinfection system suppliers and review the latest proposals. Develop a decision matrix for inclusion with the technical memorandum prepared as part of Subtask 1.4 to evaluate each system based on criteria including capital cost, O&M costs, lead time of equipment, track record of ballast failures, availability and lead time of spare parts, local similar installations, local support, and references. Develop conceptual mechanical layouts of each alternative.
- 1.4 Pre-Purchase UV Disinfection System Equipment – Prepare draft pre-purchase bidding documents, specifications, and appendices, and submit to the City for review. Attend review meeting with the City to discuss comments, including preparation of meeting agenda and minutes. Prepare final pre-purchase process documents for the City's use. Provide technical assistance to the City during the pre-purchase bidding process. Prepare bid ranking evaluation in consultation with the City and prepare draft and final pre-purchase recommendation technical memorandum.
- 1.5 Analyze Waste Flow and Distribution Valve Alternatives – Review system hydraulics and analyze alternatives for replacement of the waste flow valve and distribution valve and identify equipment lead times and costs.
- 1.6 Develop 30-Percent Conceptual Design – Develop conceptual mechanical drawings of the proposed UV and valve improvements. Develop demolition plan. Perform internal quality assurance and quality control (QA/QC) review and submit the conceptual design drawings to the City for review and comment. Develop plan for on-site generation brine and product tank improvements. Prepare meeting agenda and attend one (1) meeting with the City to review and discuss the City's comments. Prepare meeting minutes.

Assumptions:

- *The City will provide access to the hard copy data, plans, manuals, etc. required for this project. RH2 will collect the information and make appropriate copies as needed and return them to the City.*

- *RH2 will rely on the accuracy and completeness of information, data, and materials generated or provided by the City or others in relation to this Scope of Work.*
- *All deliverables will be provided in electronic (PDF) format unless otherwise noted. Hard copies of plans, where provided, will be in half-size (11-inch by 17-inch) format, unless otherwise noted.*

Provided by City:

- Access to North Richland Wellfield and UV Facility during site visit.
- Historical water quality data of the North Richland Wellfield wells.
- The latest twelve (12) months of existing plant process data.
- Existing UV lamp breakage response plan as a Word file.
- Attendance at UV disinfection system pre-purchase bid specifications review meeting.
- One (1) set of UV disinfection system equipment draft pre-purchase documents with City red-lined markups.
- On-site generation brine and product tank dimensions and data sheets.
- Issue pre-purchase bidding addenda, if needed.
- Management, hosting, and coordination of the pre-purchase bidding process.
- Attendance at the 30-percent conceptual design meeting.
- Written review comments on the 30-percent conceptual design as red-lined markups.

RH2 Deliverables:

- Site visit to review existing infrastructure.
- UV disinfection system O&M plan submittal to DOH.
- One (1) PDF and one (1) Word file of the draft and final UV Disinfection System equipment pre-purchase bid specifications.
- Draft and final UV Disinfection System recommendation technical memorandum.
- Attendance at UV Disinfection System equipment pre-purchase meeting and meeting minutes.
- 30-percent conceptual design plans.
- Attendance at the 30-percent conceptual design meeting and meeting agenda and minutes.

Task 2 – Final Design

Objective: Prepare plan and specification documents required for a public works bid based on the pre-purchased UV disinfection system. Provide plans, specifications, and cost estimate at the 60- and 90-percent milestones for review and feedback. Finalize documents into a public works bid package.

Approach:

- 2.1 Prepare Mechanical Design: Develop 3D CAD model of existing infrastructure. Coordinate with UV disinfection system supplier on a construction submittal for review and incorporation into the construction drawings. Prepare mechanical drawings showing demolition of existing piping and equipment, the proposed UV disinfection system and control valves equipment installation, and on-site generation brine and product tank improvements.
- 2.2 Prepare Electrical and Telemetry Design: Prepare electrical, instrumentation, and control design for the proposed UV disinfection system equipment and the on-site generation brine and product tank improvements.
- 2.3 Prepare Specifications: Develop non-technical (front-end) and technical specifications. Provide the advertisement to bidders, instructions to bidders, general conditions, construction contract, insurance provisions, and other typical forms used for the bidding and engagement of public works contracts. Prepare Division 1 (general) through Division 18 (measurement and payment) of the technical specifications. *It is assumed that the front-end documents will be based on the City-provided bid forms and construction contract documents and modified by RH2. It is assumed that RH2 will use its modified Construction Specification Institute (CSI) specifications for the technical portion of the specifications.*
- 2.4 Prepare Engineer's Opinion of Probable Construction Cost: Prepare engineer's opinion of probable construction cost (OPCC) based on 60- and 90-percent design documents.
- 2.5 Submit 60-Percent Design Documents to City: Submit the 60-percent design plans, technical specifications, and OPCC to the City. Prepare meeting agenda and attend one (1) conference call meeting with the City to discuss 60-percent review comments. Prepare meeting minutes.
- 2.6 Submit 90-Percent Design Documents to City: Submit the 90-percent design plans, front-end and technical specifications, and OPCC to the City. Prepare meeting agenda and attend one (1) conference call meeting with the City to discuss 90-percent review comments. Prepare meeting minutes.
- 2.7 Perform Internal QA/QC: Perform internal QA/QC review of the 90-percent design plans and specifications.
- 2.8 Prepare Bid-Ready Design Documents: Incorporate final comments into the plans and specifications.

Assumptions:

- *No heating, ventilation, and air conditioning (HVAC) design will be performed as it is assumed that the existing HVAC system will be able to accommodate the proposed UV disinfection systems.*

- *Services during bidding and services during construction related to the Task 2 design are not included in this contract, but may be mutually negotiated as part of future contract amendments.*
- *City is selecting and procuring product and brine tanks.*

Provided by City:

- City bid forms and construction contract documents in MS Word format.
- Attendance at the 60- and 90-percent design review meetings.
- Written review comments on the 60- and 90-percent design documents.
- Finalization of the Public Works Bid Package and project advertisement.

RH2 Deliverables:

- 60- and 90-percent design plans, specifications, and OPCC.
- Attendance at 60- and 90-percent design review meetings.
- 60- and 90-percent design review meeting agenda and minutes.
- Bid-ready plans, specifications, and OPCC.

Task 3 – Project Management

Objective: Manage the RH2 project team, files, and records. Monitor the Scope of Work, schedule, and budget. Prepare and provide monthly invoices with progress reports documenting work completed. Communicate project progress with the City.

Approach:

- 3.1 Provide Project Oversight: Provide direction, coordination, and oversight to the RH2 project team.
- 3.2 Retain Information: Document and retain information generated during the execution of the project.
- 3.3 Prepare Monthly Invoices: Prepare monthly invoices and budget status summaries.

Assumptions:

- *Project submittals, contract documents, invoices, and materials will be transmitted between the project team and the City via email.*

RH2 Deliverables:

- Schedule, scope, and budget administration and management.
- Project team and resource management.
- Monthly invoices with progress reporting (electronic copies via email).
- Communication with the City.

EXHIBIT B

Fee Estimate

City of Richland

North Richland UV Disinfection Facility Improvements

Equipment Upgrade and Design

Aug-21

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Classification						
Task 1	Preliminary Design and Bid Package for Equipment Procurement	226	\$ 39,110	\$ -	\$ 3,146	\$ 42,256
Task 2	Final Design	455	\$ 77,339	\$ -	\$ 6,329	\$ 83,668
Task 3	Project Management	46	\$ 8,830	\$ -	\$ 234	\$ 9,064
PROJECT TOTAL		727	\$ 125,279	\$ -	\$ 9,709	\$ 134,988

DRAFT

EXHIBIT C
RH2 ENGINEERING, INC.
2021 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$146	\$/hr
Professional II	\$159	\$/hr
Professional III	\$174	\$/hr
Professional IV	\$189	\$/hr
Professional V	\$201	\$/hr
Professional VI	\$217	\$/hr
Professional VII	\$231	\$/hr
Professional VIII	\$241	\$/hr
Professional IX	\$241	\$/hr
Control Specialist I	\$132	\$/hr
Control Specialist II	\$143	\$/hr
Control Specialist III	\$157	\$/hr
Control Specialist IV	\$172	\$/hr
Control Specialist V	\$182	\$/hr
Control Specialist VI	\$196	\$/hr
Control Specialist VII	\$209	\$/hr
Control Specialist VIII	\$219	\$/hr
Technician I	\$109	\$/hr
Technician II	\$121	\$/hr
Technician III	\$138	\$/hr
Technician IV	\$148	\$/hr
Technician V	\$161	\$/hr
Technician VI	\$176	\$/hr
Technician VII	\$191	\$/hr
Technician VIII	\$200	\$/hr
Administrative I	\$73	\$/hr
Administrative II	\$85	\$/hr
Administrative III	\$100	\$/hr
Administrative IV	\$121	\$/hr
Administrative V	\$141	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.560	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 112-21, Approving a Commercial Facade Improvement Program Funding Agreement with 707 The Parkway LLC

Department:

Development Services

Ordinance/Resolution Number:

112-21

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 112-21, authorizing the City Manager to sign and execute a grant agreement with 707 The Parkway LLC for commercial facade improvement funding.

Summary:

707 The Parkway LLC is the owner of 707 The Parkway (former Pink Pearl building). The project includes replacing the windows and doors on both The Parkway and Jadwin sides of the building. These improvements will increase accessibility and enhance the visual appeal of the building, thereby meeting the objectives of the facade program. The request meets the program guidelines, and the required quotes were submitted.

This is the first of several phases of improvements planned for the building. This current project is valued at \$8,172. Future phases will include a new awning, replacement of siding, and interior upgrades.

Brian and Katie Mair, the building owners, participated in a previous request for another building project that was granted program funds. However, this is a new entity and a new project.

The applicants and/or their contractor will apply for the required permits and approvals needed to move forward.

The Economic Development Committee reviewed this proposal at its August 23, 2021 meeting and recommended approval of this application.

Staff recommends adoption of Resolution No. 112-21.

Fiscal Impact:

After the award of this grant, \$28,824 will remain in the fund for future projects or to grow the fund for later years or larger projects.

Attachments:

1. Resolution No. 112-21

RESOLUTION NO. 112-21

A RESOLUTION of the City of Richland awarding the distribution of funds from the Commercial Façade Improvement Program.

WHEREAS, the improvement of the exterior of buildings in the City of Richland enhances the overall appearance and economic character of the City; and

WHEREAS, Richland City Council passed Ordinance No. 15-08, as amended, authorizing the establishment of a Commercial Façade Improvement Program intended to encourage economic development and the reduction of blight within the City; and

WHEREAS, the Economic Development Committee (EDC) reviews and recommends to the Richland City Council projects for funding from the Commercial Façade Improvement Program; and

WHEREAS, at its July 26, 2021 meeting, the EDC provided a positive recommendation to allocate \$8,172 toward projects that are determined eligible under RMC 5.04.388 and as further described in the Commercial Façade Improvement Program Application List, attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Commercial Façade Improvement Program funding agreement in the amount identified and with the applicant listed in **Exhibit A**.

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 21st day of September, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

EXHIBIT A

Commercial Improvement Program Project Application List

Projects	Award Amount
CFIP2021-006 The Parkway, LLC	\$8,172
TOTAL	\$8,172
Total remaining in the program for 2021	\$28,824



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 113-21, Authorizing Relinquishment of a Certain Portion of a Utility Easement at 1412 Haupt Avenue

Department:
Public Works

Ordinance/Resolution Number:
113-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 113-21, authorizing the relinquishment of certain portions of a utility easement at 1412 Haupt Avenue.

Summary:

The property owners at 1412 Haupt Avenue, Roger Albaugh and Christina Fender, have requested relinquishment of a certain portion of a public utility to enable expansion of existing structures. The portion of easement to be relinquished, depicted by hatching on Exhibit A of the relinquishment instrument, is no longer needed for municipal purposes because the water pipeline that occupied the easement has been abandoned.

RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes. On September 19, 2021, notice was published that a public hearing would be held on September 21, 2021 to take public testimony regarding this surplus action.

Barring any compelling testimony to the contrary, staff recommends adoption of Resolution No. 113-21.

Fiscal Impact: The property owner will pay document recording fees associated with this transaction.

Attachments:

- I. Resolution No. 113-21

RESOLUTION NO. 113-21

A RESOLUTION of the City of Richland declaring surplus and authorizing relinquishment of a certain portion of a utility easement lying within 1412 Haupt Avenue.

WHEREAS, property owners Roger Albaugh and Christina Fender have requested relinquishment of a certain portion of a public utility easement at 1412 Haupt Avenue to enable expansion of existing structures; and

WHEREAS, the easement, as depicted by hatching on **Exhibit A**, is no longer needed for municipal purposes because the water pipeline that occupied the easement has been abandoned; and

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

WHEREAS, on September 19, 2021, notice was published that a public hearing would be held on September 21, 2021 to take public testimony regarding this 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 806, 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, along with all recording fees.

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

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of September, 2021.

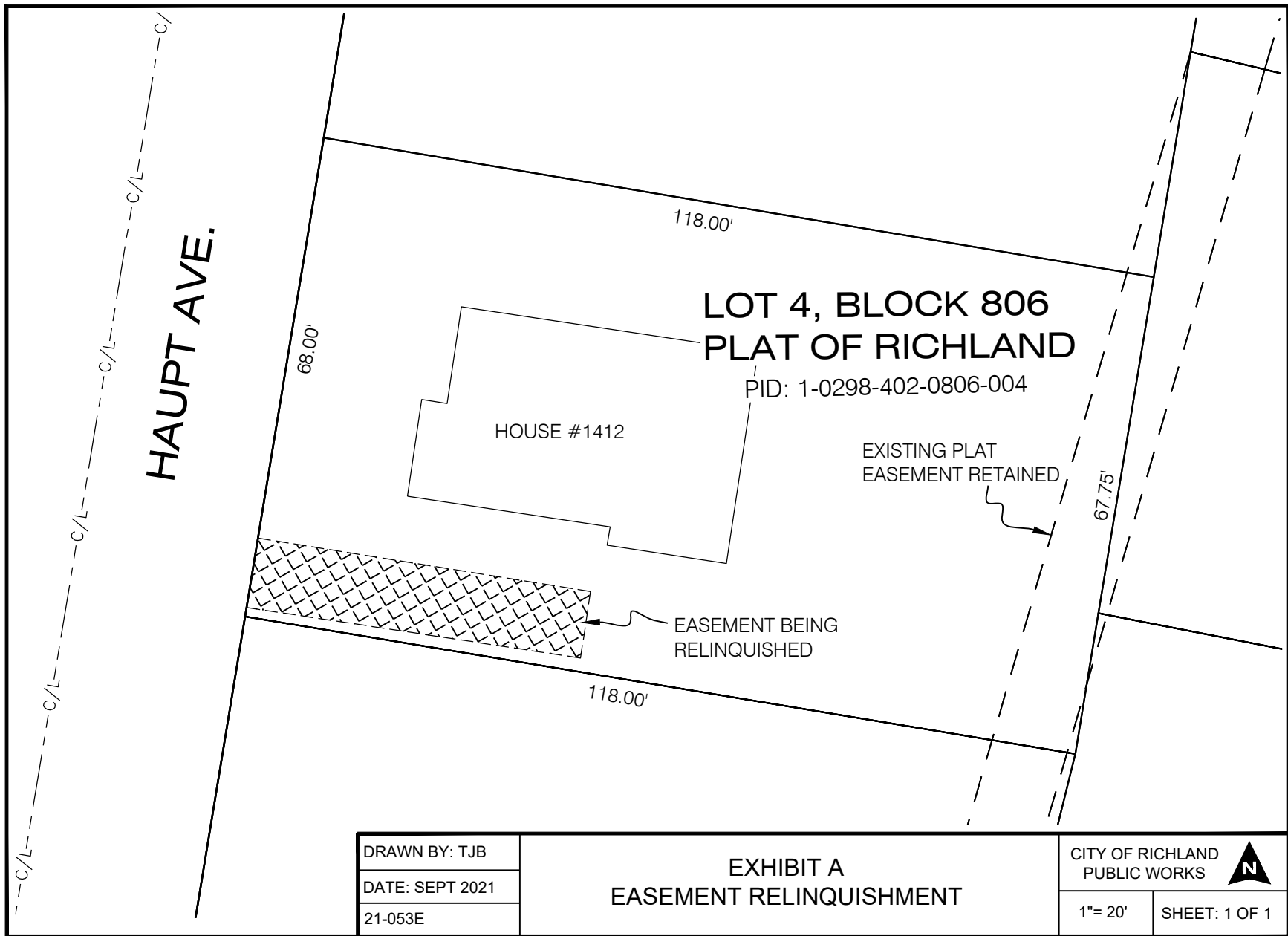
Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 114-21, Approving the 2021-2023 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77, and Authorizing Periodic Memorandums of Understanding

Department:

Administrative Services

Ordinance/Resolution Number:

114-21

Document Type:

Resolution

Recommended Motion:

Approve the 2021-2023 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77, and authorize periodic Memorandums of Understanding.

Summary:

In September 2020, the City entered into negotiations with the International Brotherhood of Electrical Works (IBEW), Local No. 77. IBEW represents approximately 32 City employees.

The IBEW members ratified the proposed agreement on September 2, 2021. The proposed agreement includes a total compensation package within the parameters previously set by the City Council. The terms of the agreement are as follows:

- * 3-year contract covering calendar years 2021 - 2023;
- * Wage increases and clean-up of contract language;
- * Employee contributions toward medical benefits will remain at 12%;
- * IBEW members will receive a signing bonus of \$1,000 following ratification.

For transparency, a redlined final draft of the proposed agreement has been provided to easily identify what provisions are being modified. If approved, the final agreement executed by the City Manager will have all changes accepted.

A public hearing will be held on September 21, 2021 to take public comment on the proposed agreement pursuant to Article VI of the Richland City Charter.

Staff recommends adoption of Resolution No. 114-21.

Fiscal Impact:

Terms of the proposed agreement fit within the City Council's collective bargaining parameters.

Attachments:

1. Resolution No. 114-21
2. Proposed 2021-2023 IBEW Collective Bargaining Agreement (Redlined)

RESOLUTION NO. 114-21

A RESOLUTION of the City of Richland approving the 2021-2023 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77, and authorizing periodic Memorandums of Understanding.

WHEREAS, the Richland City Council desires to attract and retain qualified employees and maintain harmonious relations between the City and the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77; and

WHEREAS, the existing Collective Bargaining Agreement ("Agreement") between the City and IBEW expired on December 31, 2020; and

WHEREAS, amendments to wages, benefits, and other terms and conditions of employment are warranted based on external market conditions; and

WHEREAS, the City Manager may desire to enter into memorandums of understanding with the IBEW periodically throughout the term of the Agreement for operational and administrative purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2021-2023 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers, Local Union No. 77 is hereby approved.

BE IT FUTHER RESOLVED that the City Manager is authorized to sign and execute the Agreement on behalf of the City.

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to enter into periodic memorandums of understanding with IBEW for operational or administrative purposes during the term of this Agreement.

BE IT FURTHER RESOLVED that wages and benefits shall be retroactive to May 1, 2021.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of September, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT BETWEEN

CITY OF RICHLAND

AND

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL UNION NO. 77
AFL-CIO**

~~2018—2020~~

2021-2023

~~December 25, 2017 through December 30, 2020~~

January 1, 2021 through December 31, 2023

~~Adopted by Resolution No. 16-18, February 6, 2018~~

~~Contract # 60-18~~

TABLE OF CONTENTS

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Preamble.....	1
1.0	Term & Scope of Agreement.....	1
2.0	Union Membership, Checkoff, & Representation	2
3.0	Management Rights.....	4
4.0	Recognition	5
5.0	Division Definitions.....	6
6.0	Contracts.....	7
7.0	Grievances & Arbitration.....	7
8.0	Hours and Meals.....	8
9.0	Overtime & Call-Out.....	10
10.0	Attendance Policy	13
11.0	Paid Time Off & Extended Sick Leave	13
12.0	Holidays	19
13.0	Other Leaves & Compensatory Time Off.....	20
14.0	Climbing Allowance.....	22
15.0	Insurance Benefits	22
16.0	Working Rules for Line & Substation Crews	26
17.0	Standby.....	26
18.0	Discipline.....	28
19.0	Seniority, Force Reduction, & Rehire	28

<u>SECTION</u>	<u>SUBJECT</u>	<u>PAGE</u>
20.0	Apprenticeship	31
21.0	General Statement	31
22.0	Drug & Alcohol Testing Policy	32
23.0	No-Smoking Policy	32
24.0	Commercial Driver's License	32
	Signatures.....	33
Appendix A	2021 - 2023 Classifications & Wages	34

2021-2023
COLLECTIVE BARGAINING AGREEMENT
BETWEEN CITY OF RICHLAND AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 77

PREAMBLE

This Agreement is made and entered into by and between the City of Richland, Washington, hereinafter called the "City" and Local Union No. 77 of the International Brotherhood of Electrical Workers, as bargaining agent for all employees of the City covered by the Agreement, hereinafter called the "Union".

The City and the Union recognize that harmonious relations should be maintained between them and with the public. The City, the Union, and the public have a common sympathetic interest in the progress of the electrical industry. All will benefit by continuous peace and by adjusting any differences which may arise by rational common-sense methods.

1.0 -- TERM AND SCOPE OF AGREEMENT

1.1 This Agreement shall be effective **January 1, 2021** and shall remain in full force and effect through **December 31, 2023** unless extended by mutual agreement of the parties. Either party desiring to reopen negotiations for a new Agreement may do so by notifying the other party of its intent not less than sixty (60) days prior to expiration of this Agreement. Negotiations for a successor agreement shall commence as soon thereafter as the parties may agree.

~~1.1.1 — Furthermore, the parties agree to a labor-management clause limited to health coverage, cost and modification of other benefits upon the agreement of both parties. After January 1, 2020, either party may propose to submit the Agreement to labor-management committee for purposes of assessing the most cost effective methods of providing health coverage while complying with the Affordable Care Act (ACA) or similar Federal program and avoiding penalties or taxes imposed by the ACA. The parties agree to regularly meet in labor-management in a good faith attempt to resolve the ACA issues. If agreement cannot be reached in labor-management meetings within 120 calendar days, but no later than January 1, 2020, that avoids ACA liability, then either party may re-open the Agreement to amend the provisions driving such liability.~~

1.12 During the time of negotiations for a successor Agreement, the current Agreement will remain in full force and effect, subject to applicable law.

1.2 Savings Clause

Nothing in this Agreement is intended or shall be used to violate any legal public requirement or safety standard. If during the term of this Agreement laws become effective which are in conflict with this Agreement, the parties shall amend such conflicting provisions only and all other provisions shall continue in full force and effect.

2.0 -- UNION MEMBERSHIP, CHECKOFF AND REPRESENTATION

2.1 ~~All employees of the City within the classifications covered by this Agreement shall as of this date be required to share in the cost of maintaining and operating the Union as their collective bargaining agency, in accordance with its rules, and shall be members thereof in good standing. The foregoing provisions shall not be construed as denying the City the right to select its supervised employees regardless of whether such employees are members of the Union, but it is the intent of the parties that new supervised employees shall become members in good standing of the Union within thirty (30) days after the date of their employment.~~ All employees of the City within the classifications covered by this Agreement may choose to share in the cost of maintaining and operating the Union as their collective bargaining agent, in accordance with its rules, and become members or agency fee payers. The foregoing provisions shall not be construed as denying the City the right to select its employees regardless of whether such employees are members of the Union. It is the intent of the parties that new employees may choose to become members of the Union or agency fee payers.

2.2 The City will deduct membership dues or representation fees and pay to the Union from the wages of all employees who voluntarily in writing have authorized the City to do so and submit a monthly accounting of such deduction giving the amount deducted opposite the employee's name as long as such assignment is not revoked or beyond the termination of this Agreement, whichever first occurs.

2.2.1 Such authorization shall be effective not earlier than the month following the one in which the card is submitted to the City. Any change in union dues shall take effect the first of the month following receipt of written notice to the City, provided said notice is received at least twenty (20) days prior to said 1st of the month. The dues shall be deducted from wages earned, including vacation pay.

2.3 The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability which shall arise out of or by reason of actions taken or not taken by the City in reliance upon documents or cards or other information furnished to the City by the Union in complying with any of the provisions of this particular section. The Union shall not be responsible for any claims arising from errors, omissions, or negligence of the City.

2.4 An employee elected or appointed to office in the Local Union No. 77 which requires

a part or all of the employee's time shall not lose their established seniority with the bargaining unit, as defined in Article 5.0, and shall be granted leave of absence upon application. Leave of absence under this clause shall be limited to one (1) year except that the City may grant extensions in increments of one (1) year for as long as the City deems practical.

2.5 The City shall furnish bulletin boards for the use of the Union for posting Union announcements and data. All bulletin board postings shall be approved in advance by a Union Steward.

2.6 Employees covered by this Agreement shall not be required as a condition of employment to pass through a legal picket line recognized by IBEW Local 77, nor shall any form of discipline be brought against any employee refusing to pass through such picket lines provided, that:

2.6.1 The picket line has had prior approval of the Local Union and is sanctioned by the appropriate Central Labor Council.

2.6.2 Employees shall be required to serve a customer who is not the object of the picketing. The Union will not refuse to service City owned equipment after the pickets are removed.

2.6.3 The Union recognizes that the City has an obligation which may require the dispatching of Union exempt personnel to perform work which is the subject of a labor dispute and where the City's Union personnel have refused to cross a legal picket line. The Union agrees that in addition to the provisions above the Union shall not interfere with exempt personnel so dispatched. It is understood that any Union employee willfully ignoring this understanding removes himself from the protection afforded above. The Union will not bring charges through Union government, against any exempt employee who is following a directive issued by the City management and which requires the crossing of a legal picket line.

2.7 Representatives of the Union, previously accredited to the department in writing by the Union shall be permitted to come on the premises of the department for the purpose of investigating and discussing grievances if they first obtain permission to do so from the City, provided the Union representative does not interfere with the work of the employee.

2.8 For the purposes of negotiating new/successor Agreements, the Union negotiating team will be provided one hundred fifty (150) total hours of City paid Union time to be shared among all Union negotiating team members for the purpose of bilateral negotiations with the City and related caucus or preparation time needed once negotiations for the successor Agreement has commenced. A list of eligible negotiating team members shall be provided to the City prior to the hours becoming available for use.

2.9 The City will recognize two (2) stewards selected by the Union from employees within

the bargaining unit who have completed their probationary period. The Union shall inform the **Human Resources Manager** ~~Administrative Services Director~~ in writing of the names of the business representative, stewards and their area of representation. Only persons so designated will represent the Union. The Union shall give the City five (5) days advance written notice of any change of Union representation.

2.9.1 Union stewards may, after receiving permission from their supervisor and notification to the visitation supervisor, visit the work locations of employees covered by this Agreement for the purpose of investigating any potential grievance and/or misinterpretation or violation of this agreement.

2.10 All Union business shall be conducted during off-duty hours, except as provided in this Article. There shall be no solicitation of or for membership or collection or checking of dues or any other Union activity during work hours.

2.10.1 Work hours shall not be used by officers, employees or business agents to conduct union business or promote union affairs other than in Article 2.10.2.

2.10.2 The steward or employee involved in processing a grievance during employee regular working hours shall not lose pay for reasonable time, as determined by the employee's supervisor, spent in such discussion. International Union representatives may participate as deemed necessary by the Union. Additional Union representatives may participate in grievance meetings with the prior consent of the **Human Resources Manager** ~~Administrative Services Director~~.

2.11 The City agrees not to discriminate against any member of the Union for the employee's activity on behalf of or because of membership in the Union as expressly provided in this Agreement.

3.0 -- MANAGEMENT RIGHTS

3.1 Any and all rights concerned with the management and operation of the City are exclusively that of the City unless otherwise expressly provided by the terms of this Agreement.

3.2 In keeping with professional ideals and standards, neither the Union nor the City shall invoke the name of the other party as a sponsor or supporter to any fund-raising activities without the written agreement of the duly-designated representative of the sponsoring party.

3.3 The City retains the sole right to manage its business and direct its workforce covered by the Agreement. This includes, but is not limited to, the right to hire, to classify, to transfer, to promote to supervisory or other positions, to discipline or discharge for cause, to determine an employee's ability or qualifications to perform the work required, to use improved methods or equipment, to subcontract any operations or work, to permanently or temporarily increase or decrease the workforce to plan, direct, control, curtail, discontinue, or increase operations, to grant voluntary benefits,

to maintain order and efficiency, including but not limited to, the right to establish, modify and enforce work rules in order to comply with federal or state regulations, or to promote safety among the employees and for the public, and to provide services to the citizens, and to regulate the conduct among the employees.

- 3.4 These rights are subject only to the written terms of this Agreement, and any and all established or implied rights of the City, the Union, or the employees. The City recognizes its obligation to provide notice and opportunity to bargain with the Union over all mandatory subjects of bargaining before altering current conditions, provided that the City has no obligation to bargain over its exercise of these core management rights recognized by applicable law to be within unilateral management discretion.

4.0 -- RECOGNITION

4.1 Unit Description

The types of employment covered by this Agreement are listed below. The City hereby recognizes the Union as the exclusive bargaining agent for classifications enumerated in Appendix A. It is understood that supervisors are not bargaining unit employees.

4.2 Regular Full-Time Employees

Regular full-time employees shall mean employees who occupy budgeted positions, work a regular schedule of 2080 hours in a calendar year in classifications listed in Appendix A, and have successfully completed their probationary period.

4.3 Temporary Employees

Temporary employees shall mean employees who are employed to assist with unusually high workloads or temporary job vacancies due to injuries, illnesses, or other extenuating circumstances. Temporary employees will not be employed for more than six (6) months consecutively without written approval by the Union.

4.3.1 In the event a temporary employee is continuously employed more than six (6) months, that employee shall be afforded enrollment rights into a City-designed minimum Essential Coverage Plan that meets the requirements of the ACA. The City and the employee shall each pay fifty percent (50%) of the employee and child premiums, and the employee shall pay one hundred percent (100%) of the spouse premium.

4.3.2 An employee paid under the Northwest NECA-IBEW Local 77 or Local 112 Collective Bargaining Agreement rates will be afforded an opportunity to enroll in the Essential Coverage Plan when meeting the eligibility requirements. Unless the employee voluntarily chooses to opt out of City Essential Coverage, they will forfeit the component of the Northwest NECA-IBEW Local 77 or Local 112 wage pertaining to medical benefits when the employee elects enrollment.

4.3.3 Temporary employees will be paid the hourly rate as listed by job classification in Appendix A except temporary employees working in like job classifications to those listed in the Northwest NECA-IBEW Local 77 and NECA-IBEW Local 112 Collective Bargaining Agreements (CBAs) will be paid the hourly rate, plus a payment in lieu of benefits as expressed and in effect in the Northwest NECA-IBEW Locals 77 and 112 CBAs. Example: construction rate plus amount in-lieu of benefits equals straight-time hourly rate. Upon request, the Union will provide the City with the recognized wage schedules/rates for temporary employees.

4.3.4 Temporary employees are entitled to wages and working hours covered by the provisions of this Agreement; however, are not subject to any additional provisions or benefits provided for in this Agreement unless specifically stated in writing.

4.4 Communication and Notices

Any notices to be given hereunder by either party to the other shall be effected in writing either by personal delivery or by first class mail as follows:

To the City
Human Resources
~~Administrative Services Director~~
625 Swift Blvd., MS-03
Richland, Washington, 99352

To the Union

Business Representative
~~2626 West Clearwater Avenue~~
7025 Grandridge Blvd., Ste. A
Kennewick, Washington 99336

4.5 Memorandums

The City Manager or designee is fully authorized to enter into Memorandums of Understanding (MOU) and/or Memorandums of Agreement (MOA) with the IBEW Local 77

5.0 -- DIVISION DEFINITIONS

5.1 For the purposes of this Agreement, the term Energy Services Department will be used to refer to all three divisions outlined as follows:

1. Power Operations Division;
2. Systems Division;
3. Technical Services Division.

5.2 ~~The Purchasing & Warehouse Division is within the Administrative Services Department.~~

6.0 -- CONTRACTS

6.1 Contracting

6.1.1 All maintenance, plant additions, alterations, and changes of electrical substation and distribution facilities shall normally be done by employees of the City of Richland covered by this Agreement. The City retains the right to enter into contracts for the furnishing of work to the City as set forth in State laws.

6.1.2 The City also retains the right to enter into contracts for the furnishing of work to the City when work is available for all regular full-time employees of the City of Richland covered by this Agreement or when the City does not have either the required equipment or personnel to perform the work.

6.2 The City shall make appropriate provisions in any Agreement entered into with any contractor or subcontractor for the furnishing of work to the City that such contractor or subcontractor shall conform with the current and prevailing schedule of wages and conditions for the type and kind of work involved.

7.0 – GRIEVANCES AND ARBITRATION

7.1 A "grievance" means a claim or dispute by an employee or group of employees with respect to the interpretation or application of the provisions of this Agreement.

7.1.1 An employee or a group of employees, or their delegated representative, who consider they have a grievance may present such a grievance within fifteen (15) working days of its alleged occurrence to the employee's division head who shall give an answer in writing within seven (7) working days after it is presented to him.

7.1.2 If the employee or employees are not satisfied with the solution by the division head, the grievance, in writing, may be presented within seven (7) working days after receipt of the division head's response to the Department Director who shall give an answer in writing within seven (7) working days after it has been presented to Department Directors. The grievance shall be signed by the aggrieved employee and/or Union Steward and shall state the issue, the section of the contract allegedly violated, if any, the facts pertaining to the matter, and the remedy sought by the aggrieved employee and/or Union.

7.1.3 If the employee is not satisfied with the solution by the Department Director, the grievance, in writing, together with all other pertinent material may be presented within twenty-one (21) working days after receipt of the Department Director's response to the City Manager by the employee or Union representative.

- 7.1.4 Any grievance involving the interpretation or application of this Agreement which is not resolved by the City Manager within twenty-one (21) working days after it is presented to him/her, may be referred to arbitration; provided, any demand for arbitration shall be filed, in writing, within forty-two (42) working days after its presentation to the City Manager.

7.2 Arbitration

- 7.2.1 In the event that a mutually acceptable arbiter cannot be selected by the parties within fourteen (14) working days following the above said demand for arbitration, the demand may be filed with the American Arbitration Association (AAA). The demand for arbitration shall request American Arbitration Association (AAA) submit a list of nine (9) arbitrators for consideration of the parties. Should the parties be unable to agree on a selection from the list, the parties shall alternatively strike one (1) person from the list until only one (1) name is remaining. Such person shall be appointed as the arbitrator.
- 7.2.2 It shall be the function of the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance. The arbiter shall render the decision based on the interpretation and application of the provisions of the Agreement within thirty (30) working days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City which is beyond the arbitrator's jurisdiction. The expenses of the arbitrator (arbitrator's fee and arbitrator's charged expenses) shall be borne equally by the parties hereto. Each party will be responsible for its own expenses incurred during the preparation and presentation of any arbitration procedure.
- A. Neither the arbiter nor any other person or persons involved in the grievance procedure shall have the power to negotiate new Agreements or to change any of the present provisions of this Agreement.
- B. None of the foregoing is intended to mean that either the Union itself or the City itself cannot lodge a grievance and process the same through the various steps to arbitration in accordance with and subject to the provisions hereof. The right of the Union and the City to so lodge and process a grievance is expressly confirmed. An employee may be represented at any stage of the grievance procedure by the Union. No settlement of a grievance with any employee shall be contrary to the terms of this Agreement.

8.0 -- HOURS AND MEALS

- 8.1 Eight (8) hours of work shall constitute a day's work. The work day shall start at 7:00 a.m. and continue until 3:30 p.m. with one-half (1/2) hour from 12:00 noon to 12:30 p.m. to be designated as lunch period. The work week shall be from Monday morning at 7:00 a.m. until Friday at 3:30 p.m. The one-half (1/2) hour may be changed to one

hour by Agreement between the City and the Union.

8.1.1 Employees will report for work on time and ready to begin work at the designated starting time.

8.1.2 When employees return to the shop at end of day (or in the event he or she returns to the shop for lunch), employees will not do so earlier than ten (10) minutes before the scheduled break in work time.

8.1.3 Rest breaks shall be taken at the job site unless it is necessary to do otherwise (weather, facilities, and likewise), and shall be fifteen (15) minutes each in the morning and afternoon.

8.2 Lunch Period

The total amount of time to be allowed for the lunch period, excluding clean-up time outlined in Section 8.1.2, shall be one-half (1/2) hour, from 12:00 noon to 12:30 p.m.

8.3 Meal Time

Meal time shall be 6:30 a.m. for breakfast, 12:00 noon for lunch, and 6:00 p.m. for dinner. Any employee called from the employee's home at hours other than the employee's regular hours or held over after work shall be furnished a hot meal at the hours stated herein or as near to these stated hours as practical. For the purpose of determining per diem rate in 8.3.2, meals taken between 6:30 a.m. and 11:59 a.m. shall use breakfast per diem, meals taken between 12:00 noon and 5:59 p.m. shall use lunch per diem, and meals taken between 6:00 p.m. and 6:29 a.m. shall use dinner per diem.

8.3.1 On any day when work is being performed away from the City shops, the employee(s) shall eat his or her lunch at the job site (or nearby, so long as it does not require tear down/set up of the job site/equipment), unless permission to do otherwise is granted by the City.

8.3.2 The employee working overtime shall have worked a minimum of two (2) hours before a meal will be required. Meals required herein shall be at an eating establishment within the service area of the Energy Services Department. The City will pay employees' meals up to the U.S General Services Administration (GSA) published per diem rates for applicable meals, as modified by the City Finance division and in accordance with the City administrative rules, to include use of Purchase card, etc.. The additional money for incidentals allowed in the GSA of up to five dollars is incorporated into the Finance per diem rates. The City will pay for up to four (4) meals in a 24-hour period.

- A. When dining in groups which result in a mandatory tip percentage above that defined in City Business Travel and Expense Policy #1420, the City shall cover the difference. A receipt will need to be submitted showing the higher tip percentage is required. When the employee's meal is above the per diem rate, the employee is required to pay the difference at the time of the meal, unless otherwise approved by the Supervisor.
 - B. The City will compensate the employee ~~in the amount of \$10.00~~ **the GSA published per diem rates** for each meal missed.
- 8.3.3 Exceptions to these hours may be established to meet the conditions in some particular cases by mutual consent.
- 8.3.4 It is recognized that at times weather conditions experienced in the City's service area are beyond that in which an employee can safely and efficiently work. It is agreed that under such conditions the employees may be assigned alternate duties in a protected area. The intent of this provision is to reaffirm the willingness of the City and Union to recognize inclement weather as a valid reason for a supervisor to assign alternate duties. The Union recognizes that emergency work involving danger to life or property must be performed regardless of weather conditions.

9.0 -- OVERTIME AND CALL-OUT

- 9.1 Employees paid on an hourly rate shall be paid for overtime at the double time rate for all hours worked other than the regular day or shift; overtime to begin when employees are called for work and end when they return to the place from where called.
- 9.2 Employees required to work during their normal meal period shall receive the overtime rate of pay for that portion of the meal period that they work. The actual amount of time used during the regular eight (8) hour work day for a meal shall be deducted as unpaid time from the total work day time in computing the day's compensation. If an employee is assigned a substitute meal period, replacing the regularly scheduled lunch period, and if said substitute meal period ends at least one (1) hour after the beginning of the regularly scheduled meal period, then said employee shall be paid for the substitute meal period, with no deduction being made from the regular eight (8) hour work day.
- 9.3 Call-Out Pay
- 9.3.1 Employees shall receive an amount equal to not less than four (4) hours pay at the straight time rate when called out from their homes at times other than regular working hours. Employees shall be paid the regular overtime rates from the time they are called until they are returned to their homes.

- 932 Employees will not be entitled to more than one (1) minimum call-out pay (four (4) hours straight time) in any two (2) hour period initiated by a call-out. Work performed immediately after and in conjunction with the end of regular work hours does not qualify for the minimum call-out pay.

9.4 Minimum Rest Periods

- 94.1 Equal time off (rest period) for work between 10:00 p.m. and 6:00 a.m. Any employee who works any overtime between 10:00 p.m. and 6:00 a.m. will be entitled to an aggregate of eight (8) hours rest before reporting for work for their regular schedules. If such rest period should overlap the employee's scheduled workday, he/she will suffer no loss in pay for the time of such overlap.
- 94.2 For work extending into next regular shift, employee would receive equal rest time taken immediately following the completion of the work that caused the need for rest time or, with the approval of the employee's supervisor, at the end of that day's work.
- 94.3 If equal time off results in less than two (2) hours remaining in regular shift, then employee will not be required to report for work with no loss of pay.
- 94.4 If an employee is required, by mutual consent, to return to work before the appropriate minimum rest period has elapsed, he/she shall be paid at the overtime rate for hours worked until the full continuous rest period has been granted or received. The rest period will be unpaid, except for rest period hours that coincide with the employee's regularly scheduled hours of work, during which time the employee is entitled to straight time pay.
- 94.5 An employee, who has worked continuously 16 hours or more, will be entitled at end of work assignment to eight (8) hours continuous hours of rest before reporting for the normally scheduled work day. He/she shall be paid at the overtime rate for hours worked until the full continuous rest period has been granted or received. The rest period will be unpaid, except for rest period hours that coincide with the employee's regularly scheduled hours of work, during which time the employee is entitled to straight time pay.
- 9.5 Employees shall receive the overtime rate for all hours worked before 7:00 a.m. and after 3:30 p.m. and all-day Saturday or Sunday. In the event that the work day is extended from 3:30 p.m. to 4:00 p.m., as per the provisions of Section 8.0, employee shall then receive the overtime rate of pay for all hours worked before 7:00 a.m. and after 4:00 p.m.
- 9.6 Scheduled overtime or overtime which is the continuation of a regular shift will be manned in the following manner: the employees will be asked to volunteer beginning

with the qualified employee with the least amount of overtime and working toward the employee with the most overtime. If there are no volunteers, the least senior qualified employee shall perform the required overtime. For overtime scheduled on the employee's regularly scheduled day off, the employee shall receive a minimum of four (4) hours at the applicable overtime rate of pay.

9.7 Headquarters

Employees shall travel from shop to shop on City time and shall report at shop headquarters in which they are regularly employed.

9.8 Payday

The City will pay employees every other Thursday. Pay shall include time worked for the two (2) week period through the previous Sunday. If any pay day falls on a holiday, the preceding day shall become the pay day.

9.9 Safety

The applicable rules and regulations promulgated by the State of Washington shall apply and become a part of this Agreement.

9.10 High Time

9.10.1 Work performed seventy-five (75) feet above ground or higher shall be paid at overtime. Such pay shall be for a minimum of one (1) hour.

9.10.2 Work performed at City playfields sixty-five (65) feet above ground or higher shall be paid at overtime. Such pay shall be for a minimum of one (1) hour.

9.11 Relief from Duty

Employees relieved from duty during the first half of the day or shift shall receive not less than one-half day's pay. If relieved after having been on duty more than one-half day, they shall then receive a full day's pay. This clause will not apply to employees relieved from duty due to disciplinary action. The City may place employees on Paid Administrative Leave during investigatory proceedings.

9.12 Temporary Assignment

A qualified employee placed on a temporary assignment to a higher classification shall receive the prevailing rate of pay for the higher classification during the entire period of the assignment.

10.0 -- ATTENDANCE POLICY

The parties agree that regular and prompt attendance of each employee is necessary so that service to customers can be met in an efficient manner. The purpose of this article is to promote satisfactory attendance and shall be applied uniformly and consistently to all employees covered by this Agreement.

10.1 Employees may be subject to disciplinary action for Unscheduled Paid Time Off (PTO), as specified in Section 11.1.2, abuse which indicates a pattern of habitual absence.

10.2 Unscheduled PTO abuse occurs when Unscheduled PTO is taken for other than the approved reason originally given; the employee fails to comply with notification or documentation requirements; the employee is excessively absent from work on an unscheduled basis and reaches one of the following thresholds:

10.2.1 Unscheduled PTO use of more than eight (8) days in an accrual year.

10.2.2 Use of Unscheduled PTO which indicates a pattern in conjunction with vacations, holidays, frequent single day absences or accrue it/use it patterns.

10.2.3 Some examples which would not be considered Unscheduled PTO abuse are, FMLA or other protected leaves, work place injury and medical provider ordered confinement in excess of three (3) or more days.

The above also applies to grandfathered sick leave.

10.3 Action Step 1

When an employee exceeds any of the thresholds, the employee's immediate supervisor will meet with the employee, discuss the problem and agree upon expectations for correcting the problem. This meeting will constitute a verbal warning.

10.4 Action Step 2

Should the problem continue, progressive discipline may commence in accordance with the City of Richland Corrective Action/Discipline Policy Code of Employee Conduct.

11.0 -- PAID TIME OFF AND EXTENDED SICKLEAVE

Effective February 24, 2003, Paid Time Off (PTO) was provided to employees in lieu of vacation and short-term sick leaves. In addition to PTO, an Extended Sick Leave (ESL) bank was created.

The purpose of PTO is to compensate employees for absences due to injury, illness, vacation, and personal business. In addition, the program is designed to provide employees with personal flexibility regarding the use of leave.

With the implementation of PTO and ESL, the following will be eliminated: 1) floating holiday (eight (8) hours are included in the PTO accrual rate calculation); 2) doctor and dentist appointment leave; and 3) bereavement leave.

11.1 Paid Time Off (PTO)

11.1.1 Full-Time Accrual Rate

PTO hours accrue based upon the actual number of regular paid hours.

<u>Years of Continuous Service</u>	<u>Hours Per Month</u>
0 months through 9 years	18.67
10 years through 15 years	20.67
16 years through 20 years	22.67
21 years through 25 years	24.67
Over 25 years	26.67

A. Accumulation Limit

Accumulation of PTO shall be limited to 500 hours. Employees will be responsible for ensuring that they do not exceed the 500-hour limit by December 31 of each year. Any balances in excess of 500 hours will be reduced to 500 hours at that time.

B. Pro-ration

Leave accrual for regular part-time employees is prorated based on scheduled hours.

11.1.2 Authorized Uses

Authorized use of PTO must be either Scheduled or Unscheduled (see definitions below). Employees will only be compensated for utilizing leave which meets the below authorized uses. Leaves not meeting the below criteria will be considered unexcused absences and may result in disciplinary action.

A. Scheduled

Scheduled uses are those not defined as unscheduled. Requests for scheduled PTO must be submitted at least three (3) days in advance. Once PTO has been scheduled, it may not be changed except for reasons authorized by the division supervisor. Depending on the workload of the unit, the supervisor may waive all or part of the three (3) day advance notice requirement. Obtaining prior approval constitutes scheduled leave. Employees are encouraged to request leave earlier than three (3) days in advance to assist in the smooth operation of the department.

B. Unscheduled

Unscheduled uses of PTO must be compelling and of an emergency/urgent nature. Preventative health and dental appointments are not considered unscheduled and must be requested in advance in accordance with the provisions for scheduled uses above.

- 1) An employee who is unable to report to work due to an unscheduled absence must contact their division supervisor in accordance with department/division policy, or absent such a policy, fifteen (15) minutes prior to the beginning of his/her scheduled work shift.
- 2) Prior to submitting a timecard an employee, if requested, must provide his or her division supervisor with satisfactory explanation/documentation as to the nature and extent of unscheduled PTO uses.
- 3) The employee must ~~keep~~ notify Human Resources ~~his or her division supervisor informed of~~ any medical condition requiring an absence more than three (3) working days. If the absence is of more than three (3) working days' duration, the employee may be required to submit a medical certificate signed by a physician stating the kind and nature of the sickness or injury and stating that the employee has been incapacitated for work for the period of absence.
- 4) Below are eligible unscheduled uses:
 - a) Personal Sick
Unscheduled PTO is available for employees who need to take leave for personal illness or non-work related physical disability.
 - b) Work Related Illness or Injury
Employees may use scheduled PTO for follow-up medical appointments related to an industrial injury, or to make up differences between state mandated benefits and regular pay as outlined in Section 13.1 Disability Leave herein.
 - c) Family Sick
Unscheduled PTO is available when employees are required to provide temporary assistance in situations where injury or illness of an immediate family member prevents them from coming to work. Immediate family members include spouse or registered domestic partner; child and grandchild (nature, adopted and step); parent, guardian grandparent and sibling (natural, adopted, step and in-laws). It does not include uncle, aunt, niece, nephew or cousin.

11.1.3 Annual Buy-Out

With written approval from the division head and department director, an employee may buy-out a portion of his or her accumulated PTO on an annual basis. Said buy-out will be made at the employee's base straight time hourly rate of pay and is subject to the following:

- A. The employee must have at least 200 hours of PTO remaining in his or her accumulation account after said buy-out; beginning January 1, 2016, employee must have 100 hours of PTO remaining in his or her accumulation account after said buy-out;
- B. The employee must have taken at least forty (40) consecutive scheduled hours of PTO in the twelve (12) months preceding the buy-out;
- C. The minimum cash buy-out is twenty (20) hours and the maximum is sixty (60) hours; limited to one (1) time per calendar year;
- D. Employees may buy out an additional twenty (20) to sixty (60) hours of PTO for purposes of funding the ICMARC 457 Deferred Compensation plan; limited to one (1) time per calendar year;
- E. Approval of the buy-out is discretionary on the part of the employee's department director who may approve all, a portion or none of the request depending upon available funds, and anticipated workload of the employee as determined by the City;
- F. Approved requests for buy-outs must be submitted as a part of the regular payroll (no special requests) as an entry on the employee's timecard;
- G. The City may modify the Buy-Out provisions in order to comply with IRS guidance regarding avoidance of tax liability for both City and employee. Employees are responsible for understanding the tax implications of such a buy-out.

11.1.4 Pay-Off Upon Termination

Except for employees serving their initial probationary period, accumulated PTO up to the accumulation limit of 500 hours shall be paid out at the time of termination. Said hours shall be compensated at the employee's straight time base rate of pay.

11.1.5 Donation and Transfer of PTO

The policy of the City is to allow employees to donate PTO to co-workers facing personal emergencies who have exhausted all accrued leave.

- A. An employee is eligible for donated leave when 1) he or she has suffered an extraordinary injury or illness (from other than a work-related cause)

which exceeds sixty (60) calendar days in duration and has exhausted all applicable accumulated leaves; or 2) when an attending physician determines the presence of an employee is necessary because of an immediate family member's medical condition which exceeds sixty (60) calendar days in duration and the employee has exhausted all other available leaves.

- B. Recipients are limited to receiving 240 hours of donated leave for any one incident or illness and may not request Donated Leave more than one time in any concurrent five (5) year period.
- C. The leave recipient must pay insurance premiums while using donated leave, and will not accrue PTO or ESL while using Donated Leave.
- D. An eligible employee requiring use of Donated Leave shall notify [Human Resources](#) ~~his or her division head~~ in writing that the use of donated leave is required, explaining and providing written documentation as to the circumstances.
- ~~E. The division head shall forward the request to Human Resources for approval.~~
- F. ~~The Human Resources Department~~ is responsible for [processing and](#) approving the request and ~~forwarding the PTO Donation Transfer Form (see employee intranet)~~ for organizational wide notification and distribution.
- G. Employees donating PTO Leave will be required to maintain a PTO balance of at least 200 hours after the transfer of leave and, employees may not donate more than 100 hours per year of their PTO balance. Beginning January 1, 2016, employees donating PTO leave will be required to maintain a PTO balance of at least 100 hours after the transfer of leave, and employees may not donate more than 100 hours per year of their PTO balances.
- H. PTO is transferred based on the dollar value of said leave. For example, the requesting employee earns \$10.00 per hour base. The donating employee earns \$20.00 per hour, and wishes to transfer ten (10) hours. As a result, \$200 worth of leave is transferred. The requesting employee will be credited with twenty (20) hours (\$200 divided by \$10/hour).
- I. No City employee may intimidate, threaten or coerce any other employee with respect to donating, receiving or using leave under this program.
- J. ~~If the recipient does not use all the leave donated, the remainder will be returned to the donors as nearly as possible in the ratio of each employee's donation to the total amount.~~ [Only the amount of PTO needed by the recipient will be transferred, each time payroll is processed, until all](#)

donations have been exhausted.

11.2 Extended Sick Leave (ESL)

The purpose of ESL is to compensate employees for long-term illness/injury or for grieving and bereavement of a family member.

11.2.1 Full-time Accrual Rate and Initial Crediting of Hours

ESL will accrue at a rate of four (4) hours per month. In addition to this accrual, new employees shall be credited with 200 hours of ESL their first pay period.

11.2.2 Accumulation Limit

Accumulation of ESL shall be limited to 600 hours.

11.2.3 Proration

Leave accrual limits for scheduled part-time employees are prorated based on scheduled hours.

11.2.4 Authorized Uses

A. ESL is available when employees are required to provide long-term assistance in situations where injury or illness of self or an immediate family member prevents them from coming to work. Immediate family members include spouse or registered domestic partner; child and grandchild (natural, adopted, and step); parent, guardian, grandparent and sibling (natural, adopted, step and in-laws). It does not include uncle, aunt, niece, nephew, or cousin. This leave is only available once the employee has been on approved leave (for illness/injury) for over eighty (80) continuous working hours. It may be used retroactively if the condition persists for over eighty (80) working hours and Paid Leave was originally requested.

B. Under special circumstances and with approval of the Human Resources Manager ~~Director~~, an employee returning to work from a serious illness / injury may be authorized to use ESL on an intermittent basis to continue treatment / rehabilitation.

C. ESL is authorized up to forty (40) hours for bereavement purposes (immediate family as defined above) per occurrence. Additional time off may be requested using PTO.

11.2.5 Pay-off Upon Termination

There will be no cash out available for ESL upon termination or retirement.

11.2.6 Donation of ESL

ESL cannot be donated.

11.3 Grandfathered Sick Leave

11.3.1 All existing sick leave accumulated prior to January 1, 2003 is considered "grandfathered". Authorized uses include only Scheduled preventative health and dental appointments, Unscheduled Personal/Family Illness, or long-term illness or injury.

11.3.2 ~~One hundred percent (100%)~~ ~~Twenty-five percent (25%)~~ of unused Grandfathered Sick Leave shall be contributed to the ICMARC Retirement Health Savings (RHS) Program upon service related retirement, not to exceed ~~five thousand dollars (\$5,000.00)~~ ~~ten thousand dollars (\$10,000.00)~~.

12.0 -- HOLIDAYS

12.1 Ten (10) holidays with pay shall be as follows:

<u>HOLIDAY</u>	<u>DATE TO BE OBSERVED</u>
New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
The day after Thanksgiving	Fourth Friday in November
Christmas Eve	Day before observance of Christmas
Christmas	December 25

NOTE: The eight (8) hour floating holiday was included in the PTO accrual rate calculation.

12.2 When one of these holidays falls on Sunday, the Monday following shall be the holiday. When one of these holidays falls on Saturday, the preceding Friday shall be the holiday. When a holiday falls within an employee's vacation period the holiday shall extend the vacation period.

12.3 All work on holidays mentioned herein shall be paid at the rate of overtime in addition to holiday pay.

12.4 In order to be eligible for holiday pay as specified herein, the employee must work their last scheduled work day prior to the holiday and then first scheduled work day after the holiday. Excused absence the day prior to and/or the day after the holiday will be considered a day worked for the purpose of holiday pay eligibility.

13.0 -- OTHER LEAVES AND COMPENSATORY TIME OFF

13.1 Disability Leave

13.1.1 In the case of any disability which is covered by State Industrial Insurance or Workers' Compensation, the City will pay to such disabled employee an occupational disability allowance equal to 100% of the employee's regular straight-time wages for the first five (5) days (40 hours) of covered disability. The City will continue to pay 80% of the employee's regular straight-time wages for an additional maximum period of two hundred fifty-five (255) working days, to make a total of two hundred sixty (260) working days to include time worked in light duty assignments. After the 260 working days additional disability payments will be issued by the City's Workers' Compensation Third Party Administrator based on continuing eligibility and rates established by the State of Washington Industrial Insurance. Cumulative PTO, Grandfathered Sick or ESL may be used to make up the difference between 80% straight-time wages and 100% of employee's base salary at the employee's option. At no time will the occupational disability allowance of 100% or 80% wages be less than the net mandated time loss compensation as indicated under the Revised Code of Washington Title 51, Industrial Insurance.

13.1.2 All applicable payroll deductions, voluntary or otherwise will be subtracted from the allowance which exceeds Title 51 compensation, subtracted from the optional use of other accumulated leave or paid by employee reimbursement.

13.1.3 PTO and ESL shall continue to accrue while an employee is receiving the occupational disability allowance. No paid leave shall accrue while an employee is on leave without pay.

13.2 Military Leave

The City shall abide by the provisions of the laws of the State of Washington RCW 38.40.060.

13.3 Jury Duty and Witness Service

An employee who is called for jury duty or is subpoenaed as a witness in a case to which the employee is not a party shall be paid his or her base pay during the absence less the amount of jury or witness fees (exclusive of mileage) the employee is paid or to which the employee is entitled.

13.4 Family Leave

The City may implement a policy that complies with federal, state and military leave laws. Employees will be allowed to use their paid leave in accordance with the Family Care Rules (WAC-296-130).

13.5 Unpaid Leaves of Absence

A regular full-time employee may be eligible for an unpaid leave of absence up to thirty (30) calendar days with the approval of the employee's Department Director. If such a leave is approved the employee will be considered to be active at work and entitled to the privileges and benefits as specified by this Agreement. If the employee fails to return from said leave, the employee will be considered as having abandoned the employee's job and be subject to termination.

13.5.1 A regular full-time employee with a minimum of two (2) years of service may be granted an unpaid leave of absence of up to one (1) calendar year with the approval of the City Manager. Prior to approval of such leave the employee must have exhausted all the employee's paid leave. During such leave, the employee will not accrue PTO or ESL, or receive any other benefits, and the employee's seniority will be frozen.

13.5.2 Upon return from such leave, the employee may displace the employee who replaced the employee or be placed in an open position as listed in Appendix A of this Agreement according to the employee's knowledge, skills and abilities. If the employee fails to return from such leave, the employee will be considered as abandoning the employee's job and be subject to termination.

13.6 Leave to Attend Funerals of City Employees

Regular full-time employees may be allowed to take necessary time off with pay at the discretion of their supervisor to attend a funeral of a City employee.

13.7 Compensatory Time Off Program

13.7.1 The parties agree to work cooperatively to address staffing resources and/or scheduling issues to mitigate any potential challenges which result from the Comp Time Program. The City shall establish administrative procedures including time reporting codes, dates for "blackout" during which no new Comp Time can be earned, and dates by which all unused Comp Time shall be cashed out in a regular payroll cycle and process.

13.7.2 In no event will unused Comp Time be carried over into the next year; all Comp time earned will be taken or cashed out at the rate it was earned, and in the same payroll or calendar year (the "year" used shall be determined by the City). Requests to use Comp Time for time off shall follow the PTO

request process and criteria. The City shall target the November/December timeframe for such administrative processes.

A. Comp Time Limit

20 Hours OT Deferred, 40 Hours Comp Time Taken.

14.0 -- CLIMBING ALLOWANCE

Employees classified as journeyman lineman Journey Lineworker (M-F) and Service Crew Lead Foreman (M-F) and Senior Crew Foreman Lead (M-F) will receive 1.5% additional pay for all hours worked plus leave hours. Climbing Allowance does not apply to leave pay-outs or buy-outs.

15.0 -- INSURANCE BENEFITS

15.1 Health Insurance

15.1.1 Regular Full-time Employees – Primary Health Coverage

- A. For Full-time employees, the City shall contribute a percentage per month to the monthly premium for the City-sponsored Primary health plan. The Primary plan is a Preferred Provider Organization (PPO) benefit plan. The plan shall provide coverage for the employee and his or her eligible dependents. Employees may not opt out of health coverage, but dependents may be enrolled at the employee's option.
- B. Employees will contribute the following percentages and the City shall contribute the balance percentages per month towards the employee and dependent health care premiums, based on the tier elected. The monthly employee premium contribution will be split equally and payroll deducted from the employee's first two paychecks of each month.

C. Employee's Elected Tier	2021-2023
Employee Only	12%
Employee & Spouse	12%
Employee & Child /Children	12%
Employee, Spouse & Child /Children	12%

15.1.2 Essential Plan Health Plan Coverage

- A. Employees eligible for the City's Essential Plan Health Coverage will contribute 50% of the Employee cost when the employee chooses to enroll in the Plan (the employee may opt out of all coverage under the Essential health plan). Employees enrolled in the Plan may also enroll one or more eligible children in the Plan, and shall pay 50% of the cost for each child enrolled. Employees enrolled in the Plan may also enroll a spouse or registered domestic partner in the plan, and the employee shall pay the full cost of the premium.

- B. Also, the City will allow IBEW Local 77 members the option to enroll in a high deductible plan (HDHP) for eligible employees if the City implements such a plan during the term of this Agreement. Such a Plan would be an additional option to the existing Primary Health Plan.

15.1.3 Vision

The City will pay for a plan which covers full-time employees and all of his or her eligible dependents. Employees shall elect coverage based on tier (described above).

15.1.4 Dental

The City will pay for a plan which covers full-time employees and all of his or her eligible dependents. Employees shall elect coverage based on tier (described above).

15.2 Life and Accidental Death & Dismemberment Insurance

The City will maintain Basic Life and AD&D policies which provide a death benefit equal to two (2) times an employee's annual base salary. The City will pay the entire premium for this coverage.

15.3 Long-Term Disability

The City will pay the entire premium for a Long-Term Disability policy. The policy shall have a benefit of up to 60% of an employee's monthly base salary (not to exceed \$7,500 monthly benefit) and a waiting period of 90 days.

15.4 Deferred Compensation

15.4.1 In accordance with the City's plan document and limitations of federal law, regular full-time employees are eligible to voluntarily participate in the City's Internal Revenue Code (IRC) Section 457 Plan.

15.4.2 The City will match an employee's contribution on a dollar for dollar basis up to 4.25% of base pay into the City's Section 457 and/or 401(a) plans in 2018. This will increase to a 4.50% contribution match in 2019 and thereafter.

15.4.3 If the City determines that any RHS contributions made by the City or employees are expected to contribute to excise tax liability due to the ACA, the City will cease future employee and employer RHS contributions (including payroll and sick leave conversions) and contribute an equal amount into either the Section 457 or 401(a) Plan based on individual employee election.

15.5 Retirement

The City agrees to participate in the Public Employee Retirement System plan in accordance with the regulations established by the Public Employee Retirement System Commission.

15.6 Post-Employment Health

Effective December 29, 2014, the Post Employment Health / Retiree Medical Plan and related programs will be modified and will affect employees/retirees as follows:

15.6.1 Active employees as of December 31, 2012, who chose to remain on the Post Employment Health / Retiree Medical Plan (Comprehensive Plan).

A. Employees active as of December 31, 2012, who chose not to participate in the buy-out offered in 2012 and 2013, remained eligible for the Post Employment Retiree Plan Comprehensive Plan as modified January 1, 2013. (The Post Employment / Retiree Medical Plan was modified to a Comprehensive Post Employment Health / Retiree Medical Plan.)

B. For retirees enrolled in the Post Employment Retiree Plan Comprehensive Plan, the plan is tiered rated based on tiers determined by the City at renewal annually, and the retiree shall contribute 50% and the City shall contribute 50% of the tier elected by the retiree.

15.6.2 For employees hired on or after January 1, 2013, the City shall contribute one percent (1%) of base salary each payroll period to the employee's City-sponsored RHS account and the employee shall contribute one percent (1%) to the same account.

~~15.6.3 Transition from RHS to Section 401(a) or Section 457 only upon RHS being subject to excise tax under the ACA: Effective January 1, 2020, both the employee and any/all City RHS contributions addressed in this Agreement shall be discontinued, and the City shall establish an equivalent-contribution program to an IRC Section 401(a) plan, if allowed by IRS guidelines. If these City and employee contributions cannot be made to a Section 401(a) plan, the City shall instead establish an IRC Section 457 plan instead, for both City and Employee contributions, except that the employee 1% contribution shall be voluntary by the employee.~~

15.6.4 Grandfather provision for former employees retired as of December 31, 2012:

A. Retirees already participating in the Post Employment Health / Retiree Medical Plan will continue to participate in this plan. Effective January 1, 2013, the plan will be referred to as the Grandfathered Active Match Post

Employment Health/ Retiree Medical Plan. The retiree will continue to pay 50% of the City's ~~composite~~ tiered rate as in the past. At each plan renewal year, the retiree will pay 50% of the ~~composite~~ tiered rate.

15.7 Retirement Health Savings Program

For regular full-time employees, the City will contribute 0.5% of base pay to the Retirement Health Savings (RHS) Program.

Upon service retirement from the City, employees shall contribute all unused Grandfathered Sick Leave within the limits of this agreement to the RHS Plan (refer to Section 11.3 Grandfathered Sick Leave).

15.8 IRC Section 125 Flexible Spending Account

Employees may voluntarily participate in the IRC Section 125 Flexible Spending Account Program. The City will pay the administrative fee.

15.9 Optional Coverages

15.9.1 Employees may voluntarily contribute to and participate in other optional benefits offered by the City, included but not limited to the Employee Wellness and Employee Assistance Programs. It is understood that the City may unilaterally add, delete, increase or decrease optional plans or benefits with prior notice to the Union.

15.9.2 The City shall make available as an employee option, supplemental/voluntary life insurance for the employee, the employee's spouse and dependents. The cost for such insurance shall be entirely the responsibility of the employee.

15.10 Plan Administration and Employee Insurance Advisory-Only Committee (IAC)

15.10.1 It is understood the City is fiduciary and responsible for plan administration and associated decisions related to benefit plans. This shall include such matters as selection of brokers, carriers, and administrators as well as disbursement of all funds held in reserve or trust for group insurance purposes without regard to the source of such funds.

15.10.2 The City may formulate an IAC (to include IBEW Local 77 representation), which shall operate under a charter and focus on recommendations for future plan design modifications, mitigation of potential excise tax, and to control healthcare cost escalation. The IAC may also develop ways to encourage wellness and High Deductible Health Plan (HDHP) enrollment. The IAC is a recommending committee and has no authority to bind the City, IBEW Local 77, or other unions, or to implement changes desired by the IAC or its members.

16.0 -- WORKING RULES FOR LINE AND SUBSTATION CREWS

- 16.1 All framing of poles on the job or in any pole yard shall be done by ~~Journeyman Linemen~~ Journey Lineworkers or Apprentice Lineworkers ~~with the assistance of groundman.~~ The erection of poles shall be done by line crews. Heavy crew shall include at least two (2) ~~Journeyman Linemen~~ Journey Lineworkers in addition to a Foreman Lead. The stubbing of poles shall be done under the supervision direction of a crew ~~foreman~~ Lead. Tree trimming along rights-of-way of transmission and distribution lines where there is a possibility of contact with the line shall be done only by ~~Journeyman Linemen~~ Journey Lineworkers or qualified Journeyman Tree Trimmerss.
- 16.2 The regular line equipment will be operated by a ~~Head Groundman~~/Heavy Equipment Operator. It is recognized that circumstances may make it necessary to deviate from this operating policy temporarily in case of absences from work. Employees qualified to operate equipment shall do so as required or assigned.
- 16.3 Whenever crews are combined temporarily so that the combined crews total more than four (4) employee's men and involve more than one (1) Foreman Lead, the senior Foreman Lead shall then supervise. The other Foreman Lead may do line work without reduction in pay.
- 16.4 There shall not be more than one (1) apprentice to every crew. The ratio of apprentices to journeyman shall be not more than one (1) to four (4). An apprentice must work under the supervision direction of a Journeyman Journey Lineworker.
- 16.5 The City shall replace gloves, hook straps, wing pads, hooks, body belts, safety belts, and small tools worn on the job. When they become worn out or otherwise inoperable as provided below, such equipment must first be brought to the appropriate non-union supervisor. The appropriate non-union supervisor, with input from the crew ~~foreman~~ Lead, will determine whether such equipment has become unusable through normal wear and tear, or was lost during extraordinary working conditions. If that is the case, the appropriate non-union supervisor will authorize replacement. Equipment which is rendered unusable through neglect or abuse must be replaced at the employee's expense. In that case, the City will purchase such tools and deduct the cost from the employee's paycheck. Coveralls shall be furnished for use by employees when assigned work involving handling of oils, paint, grease, or other like products. Each new apprentice-~~lineman~~ Lineworker promoted from the City's work force will be furnished a set of tools mentioned in this clause.
- 16.6 All cut-ins and cut-outs shall be done by ~~Journeyman~~ Journey Workers.

17.0 -- STANDBY

- 17.1 It is recognized that the operations of the Energy Services Department is not large enough to justify the employment of regular trouble men/women at night or over the weekends and on holidays; therefore a standby schedule for this service may be

worked out mutually satisfactory to the Union and the City whereby at least one ~~Journeyman Lineman~~ Journey Lineworker will be available for trouble calls each night after regular hours and on Saturdays, Sundays, and holidays. Compensation for standby shall be forty- five percent (45%) of the compensation for a forty (40) hour week at the one hundred percent (100%) rate. As AMI technology is deployed through the Richland service area, the after-hours disconnects and reconnects via AMI technology will be conducted by the standby employee assigned. During the deployment, the MPP technicians will continue to do after hours reconnects for non-AMI meters. Post deployment, the standby duties include, but are not limited to, disconnects and reconnects after hours, whether in the field or remotely upon availability of AMI technology, after first offering the work associated with non-AMI meters to the appropriate IBEW Local 77 personnel (status quo).

17.2 During standby weeks in which a holiday occurs, two (2) times the current ~~Journeyman Lineman~~ Journey Lineworker hourly base rate of pay will be added to the normal standby for each holiday that falls within that standby week. All call-outs for the standby person shall be at the overtime rate as provided in 9.3.

17.3 For purposes of administering standby pay in 17.1 and 17.2 above, the following formula shall be applied, using the ~~Journeyman Lineman~~ Journey Lineworker rate, which divides the pay into a daily rate. Each ~~Journeyman Lineman~~ Journey Lineworker assigned to standby for one or more days during the assignment period shall be paid the daily rate for the specific days he/she is assigned to standby:

Daily Rate Formula:

6 Day Assignment: Base Jrny rate x 40 hours x 45% ÷ 7 x 6 days

6 Day Assignment with 1 Holiday: Base Jrny rate x 40 hours x 45% ÷ 7 x 6 days + (2 hours x Jrny base rate)

7 Day Assignment: Base Jrny rate x 40 hours x 45% ÷ 7 x 7 days

7 Day Assignment with 1 Holiday: Base Jrny rate x 40 hours x 45% ÷ 7 x 7 days + (2 hours x Jrny base rate)

7 Day Assignment with 2 Holidays: Base Jrny rate x 40 hours x 45% ÷ 7 x 7 days + (4 hours x Jrny base rate)

8 Day Assignment with 1 Holiday: Base Jrny rate x 40 hours x 45% ÷ 7 x 8 days + (2 hours x Jrny base rate)

8 Day Assignment with 2 Holidays: Base Jrny rate x 40 hours x 45% ÷ 7 x 8 days + (4 hours x Jrny base rate)

18.0 -- DISCIPLINE

18.1 Employees shall have the right to request union representation during an investigative interview or meeting which could reasonably be expected to lead to disciplinary action.

18.1.1 Copies of written reprimands and suspension will be provided to the employee, the Union and will be placed in the employee's personnel file.

18.2 In the case of discharge, the employee will be provided a letter setting forth the reason(s) for such possible discharge and shall be entitled to respond to the reason(s) prior to any decision to discharge the employee.

18.3 Personnel Files

18.3.1 Access to personnel files shall be limited to the employee, the employee's authorized representative, officials of the City who have a business need for the access or as required by public records and freedom of information laws at the federal or state level. Employees shall have the right to review their files after providing reasonable advance notice and shall have the right to attach reasonable materials in explanation or rebuttal to adverse materials. Adverse materials shall not be placed in the personnel file without the knowledge of the employee.

~~18.3.2 An employee may request, in writing to the Human Resources office, that a written warning be removed from his/her personnel file after twelve (12) months, and a disciplinary suspension after eighteen (18) months if there are no further related disciplinary actions.~~

19.0 -- SENIORITY, FORCE REDUCTION AND REHIRE

19.1 Seniority

19.1.1 The following seniority rules shall apply separately to each classification. When it is found necessary to add new classifications to this Agreement, the City and the Union shall meet to negotiate wages and conditions for said new classification. Seniority does not apply to probationary employees.

19.1.2 In cases where two (2) or more employees start to work on the same day, the date of application for employment shall establish priority of position on the seniority list. When two employees start on the same day and have the same application date, the City's online applicant system time stamp shall establish seniority date for new hires.

19.2 Seniority in each classification shall be determined by length of service in each classification.

19.3 Seniority with the City shall be determined by length of continuous service with the City.

19.4 Bargaining unit seniority shall be determined by length of continuous service in the bargaining unit.

19.5 Promotions and Upgrades

19.5.1 It is understood and agreed that in all cases of promotion and upgrade, the following factors shall be considered in priority of the order listed below as conditioned. After consideration of the following, the hiring supervisor shall make the promotional selection from the two (2) highest ranked employee applicants; aka "rule of two":

1. Length of continuous service with the City.
2. Qualifications ~~(see conditions listed below).~~

~~19.5.2 Qualification Conditions: Both parties agree to address in future labor management sessions the full array of qualifications to be considered for promotion and upgrade of each covered job classification and the procedural structure to be used to assess those qualifications; e.g., establishing a joint "Interview and Selection Committee". After consensus is reached, the parties will establish through a Memorandum of Understanding (MOU) a schedule to eliminate the "rule of two" provision referenced above and publish the list of qualifications and procedures to be used for future promotional and upgrade decisions by the hiring supervisor. Until such time as consensus is reached and memorialized through the MOU referenced above, the hiring supervisor will use best judgment to assess qualifications, including consideration of factors briefly listed by subject and discussed during contract negotiation sessions.~~

19.6 This first six (6) twelve (12) months of employment shall constitute a probationary period, during which time seniority will not apply. During the first six (6) twelve (12) months of employment the employee may be terminated without recourse to the grievance or arbitration procedure. After the first six (6) twelve (12) months of employment all names must appear on seniority list as of the first date of employment.

19.7 A seniority list shall be made and posted annually beginning with the first date of this Agreement. The list shall show length of service:

1. Service in present classification;
2. Continuous service within the bargaining unit classification defined in Appendix A;
3. Continuous service with the City.

19.8 Seniority shall forfeit when an employee:

1. quits, retires, or
2. is discharged for just cause, or
3. is laid off and fails to report within seven (7) days after having been recalled, or is laid off in excess of two (2) years.

Seniority may cease when an employee:

1. is absent for three consecutive work days without notifying the City, or
2. fails to report for work within 24 hours after termination of an authorized leave of absence.

19.9 The City shall have the right to make transfers in the case of employees whose health or physical condition makes it advisable to relieve them from duty in occupations which are hazardous or which involve physical or mental strain. Such transfers shall be based on the recommendation of a physician.

19.10 Force Reduction

19.10.1 When, by reason of lack of work, it is necessary to lay off employees in a given classification, the employee who has the least classification seniority shall be laid off first.

19.10.2 In the event two (2) or more employees have the same classification seniority, bargaining unit seniority shall be the determining factor. Employees being laid off may choose to bump into a lower classification and may do so providing they have more bargaining unit seniority than the employee occupying said classification and have the necessary qualifications, or have the ability to become qualified, as determined by management, within a reasonable length of time, to perform the job in said lower classification.

19.10.3 In the event two (2) or more employees have the same bargaining unit seniority, then total City service seniority shall be the determining factor. In the event two (2) or more employees have the same total City Service seniority, then the date of employment application with the City shall be the determining factor.

19.11 Employees laid off due to force reduction will retain their established seniority for a two (2) year period. For employees rehired before the two (2) year period, all prior service (including the time in lay-off status) shall be counted as continuous for PTO (Article 11.0) purposes, provided that employees who have been laid off who wish to return to work shall keep the City advised of their current address. Any accrued Grandfathered Sick Leave and/or Extended Sick Leave (ESL) at the time of a reduction in force will be credited to the employee at the time of a rehire/recall.

- 19.11.1 If an employee who is laid off January 1, 2015 or later accepts a City offer of temporary work during the above two (2) year period, the 2-year period will be suspended for the period of time the employee is working the temporary assignment. The remainder of the two-year period will restart the day after the temporary assignment ends.

19.12 Unemployment Compensation

It is understood that unemployment decisions are made by the State of Washington, not the City. Employees shall receive unemployment compensation in accordance with State of Washington law.

- 19.13 When an employee is transferred to any position in which the employee has had no previous experience, the employee shall be given a reasonable break-in period with an experienced employee in that position.

20.0 -- APPRENTICESHIP

- 20.1 The ~~three (3) year (6,452 hours)~~ apprentice program (at least three (3) years minimum) is outlined in a Standards of Apprenticeship document and approved by Washington State Apprenticeship and Training Council with ~~will have journeyman~~ Journey Lineworker seniority beginning with the fifth (5th) period.

- 20.2 Any bargaining unit employee in a higher paying classification (over ninety percent (90%)) who enters the apprentice program shall receive ninety percent (90%) of the one hundred percent (100%) applicable Journey Lineworker ~~journeyman~~ rate to start. Thereafter, the employee shall remain at ninety percent (90%) until the employee successfully completes the requirements for a level six (6) apprentice.

21.0 -- GENERAL STATEMENT

21.1 Service Statement

- 21.1.1 The City is engaged in public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the City and its employees, members of said Local No. 77.
- 21.1.2 The Union agrees that its members, who are employees of the City shall individually and collectively perform efficient work and service; that they shall avoid and discourage waste of materials, time and manpower; that they shall use their influence and best efforts to protect the property of the City and its interests and to prevent loss of tools and materials; and that they shall cooperate with the City in promoting and advancing the welfare of the City and the service at all times.

22.0 -- DRUG AND ALCOHOL TESTING POLICY

- 22.1 The City's policy shall govern, which will reflect current state and federal requirements for a drug free workplace, drug testing, and CDL/DOT requirements. It is agreed that disciplinary action taken for violation of the City's policy shall be subject to the grievance procedure. Except for amendments made during the term of the Agreement for the purpose of statutory compliance, the parties will meet to negotiate the application of the changes.

23.0 -- NO-SMOKING POLICY

- 23.1 The City's no smoking ordinance is incorporated herein by this reference. Smoking and the use of tobacco-related products is prohibited in accordance with Ordinance No. 26-91, Richland Municipal Code 2.58. Employees shall comply with the terms and conditions of the ordinance.

24.0 -- COMMERCIAL DRIVER'S LICENSE

- 24.1 The City shall facilitate and cover the cost of physical examinations required of employees to maintain commercial driver's licenses. In addition, the City shall reimburse employees for the cost of renewing required commercial driver's licenses.

SIGNATURES

The parties hereto have caused this Agreement to be executed
this ____ day of ____, 2021.

City of Richland, Washington

IBEW Local 77

Jon Amundson, ICMA-CM Date
Interim City Manager

Rex Habner Date
Business Manager

Clint Whitney Date
Energy Services Director

Will Power Date
Business Representative

Matt Suarez Date
Steward

Robert Marlow Date
Steward

David Gibson Date
Steward

ATTEST:

Jennifer Rogers Date
City Clerk

APPROVED TO FORM:

Heather Kintzley Date
City Attorney

Appendix A

2021-2023 Classifications & Wages

	2020**	5/1/2021	7/1/2021	1/1/2022	7/1/2022	1/1/2023	7/1/2023
		3.00%	1.00%	3.00%	0.75%	3.00%	0.75%
<u>WAREHOUSE DIVISION (Grandfathered Employee)</u>							
LEAD WAREHOUSE WORKER	\$39.21	\$40.39	N/A	\$41.60	\$41.91	\$43.17	\$43.49
WAREHOUSEWORKER II (3rd 6 mos)	\$34.16	\$35.18	N/A	\$36.24	\$36.51	\$37.61	\$37.89
WAREHOUSEWORKER II (2nd 6 mos)							
WAREHOUSEWORKER II (1st 6 mos)							
WAREHOUSEWORKER I (3rd 6 mos)							
WAREHOUSEWORKER I (2nd 6 mos)							
WAREHOUSEWORKER I (1st 6 mos)							
ELECTRICAL TOOLKEEPER							
<u>POWER OPERATIONS DIVISION</u>							
SENIOR CREW FOREMAN LEAD (M-F)***Position eliminated effective first pay period after contract ratification	\$55.01	\$56.66	\$57.23	N/A	N/A	N/A	N/A
SERVICE CREW FOREMAN LEAD (M-F)	\$53.77	\$55.38	\$55.93	\$57.61	\$58.04	\$59.78	\$60.23
JOURNEYMAN LINEMAN JOURNEY LINEWORKER (M-F)	\$47.80	\$49.23	\$49.72	\$51.21	\$51.59	\$53.14	\$53.54
INSPECTOR II	\$53.77	\$55.38	N/A	\$57.04	\$57.47	\$59.19	\$59.63
INSPECTOR I	\$50.20	\$51.71	N/A	\$53.26	\$53.66	\$55.27	\$55.68
APPRENTICE LINE, WIRE, & METER #6	\$45.43	\$46.79	\$47.26	\$48.68	\$49.05	\$50.52	\$50.90
APPRENTICE LINE, WIRE, & METER #5	\$41.13	\$42.36	\$42.78	\$44.06	\$44.39	\$45.72	\$46.06
APPRENTICE LINE, WIRE, & METER #4	\$39.21	\$40.39	\$40.79	\$42.01	\$42.33	\$43.60	\$43.93
APPRENTICE LINE, WIRE, & METER #3	\$37.78	\$38.91	\$39.30	\$40.48	\$40.78	\$42.00	\$42.32
APPRENTICE LINE, WIRE, & METER #2	\$36.81	\$37.91	\$38.29	\$39.44	\$39.74	\$40.93	\$41.24
APPRENTICE LINE, WIRE, & METER #1	\$35.87	\$36.95	\$37.32	\$38.44	\$38.73	\$39.89	\$40.19
ELECTRICAL SYSTEMS DISPATCHER II	\$54.58	\$56.22	N/A	\$57.91	\$58.34	\$60.09	\$60.54
ELECTRICAL SYSTEMS DISPATCHER I (TRAINING)	\$50.20	\$51.71	N/A	\$53.26	\$53.66	\$55.27	\$55.68
HEAD GROUNDMAN (M-F) - HEAVY EQUIPMENT OPERATOR	\$43.04	\$44.33	N/A	\$45.66	\$46.00	\$47.38	\$47.74
HEAD GROUNDMAN (M-F) - TRUCK OPERATOR							
GROUNDMAN (M-F)							
<u>SYSTEMS DIVISION</u>							
METER, POWER & PROTECTION FOREMAN LEAD (M-F)	\$55.55	\$57.22	N/A	\$58.94	\$59.38	\$61.16	\$61.62
METER, POWER & PROTECTION TECHNICIAN III	\$52.63	\$54.21	N/A	\$55.84	\$56.26	\$57.95	\$58.38

METER, POWER & PROTECTION TECHNICIAN II	\$50.69	\$52.21	N/A	\$53.78	\$54.18	\$55.81	\$56.23
	2020**	5/1/2021	7/1/2021	1/1/2022	7/1/2022	1/1/2023	7/1/2023
		3.00%	1.00%	3.00%	0.75%	3.00%	0.75%
SYSTEMS DIVISION cont.							
METER, POWER & PROTECTION TECHNICIAN I	\$49.26	\$50.74	N/A	\$52.26	\$52.65	\$54.23	\$54.64
TECHNICAL SERVICES DIVISION							
ELECTRONIC & INSTRUMENTATION FOREMAN LEAD (M-F)	\$54.26	\$55.89	N/A	\$57.57	\$58.00	\$59.74	\$60.19
ELECTRONIC & INSTRUMENTATION TECHNICIAN III	\$52.11	\$53.67	N/A	\$55.28	\$55.69	\$57.36	\$57.79
ELECTRONIC & INSTRUMENTATION TECHNICIAN II	\$50.20	\$51.71	N/A	\$53.26	\$53.66	\$55.27	\$55.68
ELECTRONIC & INSTRUMENTATION TECHNICIAN I	\$48.77	\$50.23	N/A	\$51.74	\$52.13	\$53.69	\$54.09
ELECTRICIAN FOREMAN LEAD (M-F)	\$54.26	\$55.89	N/A	\$57.57	\$58.00	\$59.74	\$60.19
ELECTRICIAN III	\$52.11	\$53.67	N/A	\$55.28	\$55.69	\$57.36	\$57.79
ELECTRICIAN II	\$50.20	\$51.71	N/A	\$53.26	\$53.66	\$55.27	\$55.68
ELECTRICIAN I	\$48.77	\$50.23	N/A	\$51.74	\$52.13	\$53.69	\$54.09

*\$1000 on the first pay period following ratification to all current employees who were employed as of 1-1-2021 and the individual who retired on 6/30/21. (the amount will be prorated for employees hired after 1-1-2021 through 4-30-21).

**Should the City of Richland distribute funds received pursuant to the American Rescue Plan to other Essential Workers in any manner, the IBEW Local 77 bargaining unit shall also receive a like amount relative to base hourly wage.



MEMORANDUM OF UNDERSTANDING

The City of Richland And The International Brotherhood of Electrical Workers Local #77

Purpose:

The purpose of this document is to describe a 4/10's alternate work schedule of four ten-hour workdays each week and to supersede all other alternate work schedules. An alternate work schedule is to provide the same level of service for customers, without incurring additional costs, while increasing workplace desirability for employees. City and Union agree that the shared values of teamwork, integrity, and excellence are paramount to providing high customer service consistent with the normal work schedule.

Introduction:

This document is for the 4/10's alternate work schedule of four ten-hour work days each week under the provisions of the Collective Bargaining Agreement (CBA) between City of Richland ("City") and International Brotherhood of Electrical Workers Local Union No. 77 ("Union"). Where the guidelines in this document are silent, the provisions of the CBA will prevail.

Guidelines:

As authorized in Section 8.1 of the CBA, the 4/10's is an alternate work schedule to the normal Monday to Friday, eight (8) hour workday from 7:00am to 3:30pm with one-half (1/2) hour lunch period from noon to 12:30pm. Such 4/10's alternate work schedule will be implemented if one hundred percent (100%) of the employees in a workgroup indicate willingness to such an exception to Section 8.1 under these Guidelines and the City's management agrees to such an exception (e.g., mutual agreement). For the purposes of this agreement workgroups will be defined as: Power Operations, Dispatchers, Meter Power & Protection Technicians (MPP), Electricians, and Electronic Technicians. This agreement does not apply to any other workgroup. Without workgroup agreement, the normal workday will continue to be utilized for the workgroup. This document supersedes the 8/9's alternate work schedule and sunsets the 2006 8/9's MOU.

At any time, within any workgroup, the City may provide sixty (60) days' notice of intent to discontinue the alternate work schedule program described within this document. Impacts to customer service or other City departments (i.e. Equipment Maintenance, Warehouse) are examples for ending an alternate work schedule within any workgroup. Should such notice be given, the City and Local 77 will work cooperatively in an effort to resolve any issue giving rise to the City's intent to discontinue. Should those discussions fail to produce a solution within forty-five (45) days, the City may proceed with cancelling the program.

4/10's Work Schedule:

Workday hours will be ten (10) hour days beginning at 6:00am and ending at 4:30pm with a one-half (1/2) hour lunch from noon to 12:30pm. The workdays will be Monday-Thursday (Mon-Thu) or Tuesday-Friday (Tue-Fri) within a workgroup. To provide five days a week of customer service coverage, employees will generally be equally split, between the Mon-Thu and Tue-Fri workday schedules. Employees will remain on designated schedule and will not swap with other employees without Director or designee's approval.

4/10's Work Schedule Peculiarities:

- All hours worked outside the 4/10's work schedule shall be at the overtime rate.
- Employees working Tue-Fri shall take Tuesday off when a holiday occurs on their normal Monday off.
- Employees working Mon-Thu shall take Thursday off when a holiday occurs on their normal Friday off.
- Employees on a 4/10's will use two hours of PTO or other City approved leave to account for any normal eight (8) hour holiday.
- Staffing levels will be considered when leave requests are submitted so that City operations can be fully supported as needed.

Dated this _____ day of _____, 2021.

City of Richland:

IBEW:

Jon Amundson, ICMA-CM, Interim City Manager

Will Power, Business Representative

Clint Whitney, Energy Services Director



MEMORANDUM OF UNDERSTANDING

**The City of Richland
And
The International Brotherhood of Electrical Workers Local #77**

Warehouse Worker

The City of Richland ("City") and the International Brotherhood of Electrical Workers Local Union No. 77 ("Union") enter into this Memorandum of Understanding (MOU) regarding the Warehouse division. The City and Union are referred to herein as the "Parties."

The parties to the agreement hereby agree that the Warehouse division work will become bargaining unit work of the International Union of Operating Engineers Local Union No. 280 effective as of the date of this MOU. The current IBEW Warehouse Worker II will be grandfathered into the Union and will remain an IBEW represented employee until such time as this employee leaves service with the City.

The change effectuated by this MOU shall be effective on the date signed by all parties.

Dated this ____ day of _____, 2021.

City of Richland:

IBEW:

Jon Amundson, ICMA-CM, Interim City Manager

Will Power, Business Representative

Clint Whitney, Energy Services Director

Addendum:

Dispatch Training Evaluation Criteria

10-22-2020

An employee training in Dispatch will be evaluated by the Supervisor/Manager with input from the Dispatcher on the following criteria to demonstrate the employee is qualified to operate as a Dispatcher. The employee will be evaluated after a minimum of six (6) months training 1,000 hours as a Dispatcher in training. The employee will have up to 1,250 hours of training to demonstrate qualification. If the employee fails to demonstrate qualification after 1,250 hours of training, the employee will not be utilized as a fill in Dispatcher or offered more Dispatcher training. Selection for training in Dispatch will be based upon department seniority at Journey level. It is understood terminology of the qualification criteria will change as systems are upgraded.

1. One-line Map

- a. Identify and describe the following items on the one-line map
 - i. Map block information
 - ii. Station
 - iii. Phases and phasing
 1. Number of conductors
 2. Phase identification
 - iv. Switching points
 1. N.O. point
 2. N.C. point
 3. Abnormal Open
 4. Abnormal Closed
 - v. Switches
 1. Gang operated switch
 2. Blade disconnect
 - vi. Conductor information
 1. Conduit
 2. Jacketed or unjacketed
- b. Demonstrate the ability to trace each circuit on the one-line map and determine the circuit's normal open points and parallel feed options.
- c. Given a location on the ESRI map, find the corresponding location on the one-line map.
- d. Given a station on a street, determine the location on the one-line and the circuit of that station.

2. ESRI map

- a. Identify and describe the following items on the ESRI map
 - i. Map symbols
 1. Conductors
 - a. Primary
 - b. Secondary
 - c. Service
 - d. Street light
 - e. Communications
 2. Stations

- a. Vault
 - b. Switch cabinet
 - c. Transformer
 - d. Street light
 - e. "J" box
 - f. Traffic feed
 - g. Cable feed
 - h. Conduit
 - b. Given an address, determine what transformer the customer is being feed from, the number of customers on that transformer, and the circuit the transformer is connected to.
 - c. Given a location on the one-line drawing, find the corresponding location on the ESRI map.
 - d. Given a location on the ESRI map, print the map.
3. Switching orders
- a. Describe the purpose of switching.
 - b. What determines max loading on a circuit?
 - c. What determines max loading on the substation transformer?
 - d. Describe what a clearance is.
 - e. Define all the procedures for completing a switching order to include but not limited to the following;
 - i. Switch log
 - 1. Switching order number
 - 2. Clearance order number
 - ii. Paralleling circuits on same substation bank
 - 1. Reclosures
 - 2. Loading
 - 3. Voltage – LTC, Regulator
 - iii. Paralleling circuits on different substation banks
 - 1. Reclosures
 - 2. Loading
 - 3. Voltage – LTC, Regulator
 - iv. Crew communication
 - 1. Radio
 - a. Preferred method of communication when switching
 - b. Repeat orders
 - i. Crew repeats order given
 - ii. Dispatch repeat crew operation
 - 2. Phone
 - a. Alternate method of communication
 - b. Repeat information
 - f. Perform a switching order operation, including all documentation.
4. Asset Management Systems
- a. Purpose of asset management systems?

- b. Describe all information contained on asset forms and the purpose
- c. Given a location on the map, find the corresponding asset management information and compare information on each

5. SCADA

- a. Supervisory Control and Data Acquisition (SCADA)
- b. Describe the use of SCADA
- c. Describe the different screens of the SCADA system.
- d. Demonstrate the ability to navigate to the different SCADA screens.
- e. Demonstrate the correct response to various alarms and reset the alarms.
- f. Demonstrate how to operate the various breaker controls
 - i. Reclosure and apply a hold tag
 - ii. Ground Trip
 - iii. Open/Close
- g. After a breaker has tripped find the following information
 - i. Phases involved
 - ii. Fault current and what does this tell you?
 - iii. Breaker sequence of operation

6. Computer

- a. Futura staking system
 - i. Open a current job
 - ii. Print a current job, including enlarging print
 - iii. Modify a current job / as-built
 - iv. Create a new job
- b. Word
 - i. Write a switching order using Word.
- c. Excel
 - i. Open a spreadsheet
 - ii. Modify spreadsheet data
- d. Sharepoint
 - i. Switch data
 - ii. Transformer data
 - iii. Pole data
 - iv. Query data
- e. CIS
 - i. Find customer information
 - ii. Create a service order
- f. Outlook
 - i. Email
 - ii. Enter service crew requests on calendar/Sharepoint
- g. AutoCAD
 - i. Open appropriate maps
 - ii. Print various maps in different sizes
- h. ESRI
 - i. Complete ESRI training

- ii. Work with team to develop new system / improvements
- 7. WAC, NESC
 - a. WAC
 - i. What is this manual?
 - ii. How does this manual guide our activities?
 - iii. What sections apply to the dispatch responsibilities?
 - b. NESC
 - i. Define what this document is
 - ii. What sections of this manual apply to the State of Washington?
- 8. Clearances
 - a. What is a clearance?
 - b. Where is a clearance defined?
- 9. Daily Log
 - a. What is the daily log?
 - b. Enter a record
 - c. Send the daily report
 - d. Research various requests (query)
- 10. As-built
 - a. Locate a previous job in file
 - b. Complete an as-built
 - c. Update map
- 11. Substation Equipment
 - a. Transformer Bank
 - i. What is the rating of each of the substation transformer banks?
 - ii. How does weather influence loading?
 - b. Breakers
 - i. What purpose does the breaker serve in the system?
 - ii. What is "cold load pickup"?
 - iii. Will a breaker trip before a fuse will blow? Explain.
 - iv. Describe the breaker trip operation?
 - v. What is a one-shot? What changes in how the breaker operates?
 - c. Circuit switchers
 - i. What is the purpose of a circuit switcher?
 - ii. When will the circuit switcher operate?
 - d. LTC
 - i. What is the function of the LTC?
 - ii. What function has to be performed with the LTC when switching between banks? Explain.
 - iii. When switching between banks across the buss in the same substation, what must be done with the LTC's?
 - e. Regulator

- i. What is the function of the regulator?
 - ii. How is a regulator different than an LTC?
 - iii. What must be done to bypass the regulator?
- f. Relays
 - i. Overcurrent
 - 1. What is the function of the over-current relay?
 - ii. Differential
 - 1. What is the function of the differential relay?
- g. Auxiliary Buss
 - i. What is the function of the auxiliary buss?

12. Troubleshooting

- a. Locate and describe information that is available from a substation relay and how this information could be used in troubleshooting.
- b. Describe the purpose of a fuse.
- c. Will a fuse blow before a substation breaker will trip? Explain.
- d. Describe the theory of fault indicator operation.
- e. Describe how a fault indicator is used in troubleshooting.
- f. Describe how the cable information label on the map indicates and how this information is used in troubleshooting.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointment to the Americans with Disabilities Act (ADA) Citizens Review Committee: Judith Davis

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Reappoint Judith Davis to Position No. 3 on the ADA Citizens Review Committee.

Summary:

The Americans with Disabilities (ADA) Citizens Review Committee position currently held by Judith Davis (Position No. 3) will expire September 30, 2021. ADA Citizens Review Committee Vice Chair Sillers and City Attorney/ADA Coordinator Kintzley recommend the reappointment of Judith Davis to Position No. 3.

The term for Position No. 3 is three (3) years, commencing October 1, 2021 and ending September 30, 2024.

Candidate applications and resumes are on file in the City Clerk's Office.

Fiscal Impact: None.

Attachments:

- I. ADA Citizens Review Committee Appointment Memo



MEMORANDUM

TO: Richland City Council

FROM: Steve Sillers, Chair, ADA Citizens Review Committee
Heather Kintzley, City Attorney/ADA Coordinator

DATE: September 13, 2021

SUBJECT: Recommendation for appointment to the ADA Citizens Review Committee

On September 9, 2021, telephonic interviews were conducted of the two (2) applicants for the ADA Citizens Review Committee Position No. 3, expiring September 30, 2021.

Judith Davis is recommended for reappointment to the ADA Citizens Review Committee. The term for this position is three (3) years, expiring on September 30, 2024.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointments to the Economic Development Committee: Joseph Potts and Megan Hughes

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Appoint Joseph Potts to Position No. 3 and reappoint Megan Hughes to Position No. 4 on the Economic Development Committee.

Summary:

The Economic Development Committee (EDC) positions currently held by Joey Chacon (Position No. 3) and Megan Hughes (Position No. 4) will expire on September 30, 2021. EDC Chairman Bricker and Council Liaison Christensen are recommending the appointment of Joseph Potts to Position No. 3 and the reappointment of Megan Hughes to Position No. 4.

The terms for Position Nos. 3 and 4 are three (3) years commencing October 1, 2021 and ending September 30, 2024.

Candidate applications and resumes are on file in the City Clerk's Office.

Fiscal Impact: None.

Attachments:

- I. EDC Appointment Memo



ECONOMIC DEVELOPMENT COMMITTEE

MEMORANDUM

TO: Richland City Council

THROUGH: Richland City Clerk

FROM: Brad Bricker, Economic Development Committee Chairman

DATE: August 31, 2021

SUBJECT: Economic Development Committee Vacancy

On August 31, 2021, City Council Liaison Christensen and I considered 6 candidates for the Economic Development Committee terms expiring on September 30, 2021.

The candidates recommended for appointment are:

Position #3: At Large

Incumbent:

Joey Chacon

Selected Candidate:

Joseph Potts

Position #: At Large

Incumbent:

Megan Hughes

Selected Candidate:

Megan Hughes

If you have any questions, please feel free to contact me.

Brad Bricker

Brad Bricker, Chairman
Economic Development Committee



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointment to the Richland Public Library Board of Trustees: Cara Hernandez

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Appoint Cara Hernandez to Position No. 2. on the Richland Public Library Board of Trustees.

Summary:

The Richland Public Library Board of Trustees position currently held by Jana Kay Lunstad (Position No. 2) will expire September 30, 2021.

Four (4) applications were received during the recruitment period. The Library Board interview panel conducted interviews and recommends the appointment of Cara Hernandez to Position No. 2.

The term for Position No. 2 is five (5) years commencing on October 1, 2021 and ending September 30, 2026.

Candidate applications and resumes are available in the City Clerk's Office.

Fiscal Impact: None.

Attachments:

- I. Library Board Recommendation Memo



September 8, 2021

TO: Richland City Council

FROM: Kurt H. Maier, Chair, Library Board
Theresa L. Barnaby, Interim Library Manager

SUBJECT: Recommendation for appointments to the Library Board

The Library Board position held by Jana Kay Lunstad is due to expire on September 30, 2021.

The Library Board interview panel conducted interviews on September 2, 2021 and is recommending the appointment of Cara Hernandez to the position. The term for this position is five (5) years and will commence on October 1, 2021 until September 30, 2026.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointment to the Personnel Committee: Barbara Newell

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Reappoint Barbara Newell to Position No. I on the Richland Personnel Committee.

Summary:

The Personnel Committee position currently held by Barbara Newell (Position No. I) will expire September 30, 2021.

Three (3) applications were received during the recruitment period. Personnel Committee Members Lorence and Mai-Windle and Staff Liaison Paulsen reviewed all applications and recommend the reappointment of Barbara Newell to Position No. I.

The term for Position No. I is three (3) years, commencing October 1, 2021 and ending September 30, 2024.

Candidate applications and resumes are on file in the City Clerk's Office.

Fiscal Impact: None.

Attachments:

I. Personnel Committee Recommendation Memo



ADMINISTRATIVE SERVICES DEPARTMENT
HUMAN RESOURCES DIVISION

MEMORANDUM

TO: Jennifer Rogers, City Clerk

FROM: Lacey Paulsen, Human Resources Manager

THROUGH: Cathleen Koch, Administrative Services Director

DATE: August 20, 2021

SUBJECT: Recommendation for Appointment to the Personnel Committee (Position #1)

On August 20, 2021, Personnel Committee members Stephen Lorence and Anh-Thu Mai-Windle reviewed the three applications and resumes received for the Personnel Committee Position #1 vacancy.

Mr. Lorence and Ms. Mia-Windle would like to recommend Ms. Barbara Newell be reappointed to Position No. 1 of the personnel committee.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointments to the Utility Advisory Committee: Don Gregoire and Charles LoPresti

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Reappoint Don Gregoire to Position No. 2 and Charles LoPresti to Position No. 6 on the Utility Advisory Committee.

Summary:

The Utility Advisory Committee (UAC) positions currently held by Don Gregoire (Position No. 2) and Charles LoPresti (Position No. 6) will expire September 30, 2021.

Four (4) applications were received during the recruitment period. UAC Chair Porter and Staff Liaison Whitney reviewed the candidate packets and recommend the reappointments of Don Gregoire and Charles LoPresti to their current positions. The terms for Position Nos. 2 and 6 are three (3) years, commencing October 1, 2021 and ending September 30, 2024.

Candidate applications and resumes are on file in the City Clerk's Office.

Fiscal Impact: None.

Attachments:

- I. UAC Appointment Memo



MEMORANDUM

TO: City Council

FROM: Utility Advisory Committee Interview Panel

THROUGH: Jon Amundson, Interim City Manager

DATE: August 16, 2021

SUBJECT: Utility Advisory Committee Candidate Recommendations

A total of four (4) application packets were received as a result of advertising for two Utility Advisory Committee vacancies.

Chair Dan Porter Staff Liaison Whitney reviewed the candidate packets. Two of the candidates are existing UAC members with knowledge and experience relevant to the City's utilities. Both existing candidates have demonstrated commitment to the activities of the UAC. The recommendation is for Council to reappoint Charles LoPresti and Don Gregoire to additional UAC terms.

Candidate applications and resumes are on file in the City Clerk's Office.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Expenditures - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Expenditures from August 1, 2021 to August 31, 2021 for \$37,834,020.60 including Travel Check Nos. 20001-20014, Accounts Payable Check Nos. 292122-293070, Accounts Payable Wire Nos. 8681-8722, Payroll Wires & ACH Nos. 12235-12284, Payroll Direct Deposit & Check Nos. 182101-183253 and Pension Check Nos. 5915-5941.

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from August 1, 2021 to August 31, 2021 in the amount of \$37,834,020.60.

Summary:

Breakdown of Expenditures:

Travel Checks	20001-20014	\$6,083.00
Accounts Payable Checks	292122-293070	\$5,740,210.36
Accounts Payable Wires	8681-8722	\$26,545,702.53
Payroll Wires & ACH	12235-12284	\$3,072,460.90
Payroll Direct Deposit & Checks	182101-183253	\$2,445,467.74
Pension Checks	5915-5941	\$24,096.07
TOTAL		\$37,834,020.60

Fiscal Impact:

Total Disbursements: \$37,834,020.60

Attachments:

1. Expenditure Summary
2. Travel Checks
3. Accounts Payable Checks
4. Accounts Payable Wires
5. Payroll Wires & ACH
6. Payroll Direct Deposit & Checks
7. Pension Checks

Expenditure Summary - 8/1/2021 - 8/31/2021

AP-EXP-SUMMARY-001

Expenditure Breakdown Summary

	REPORT	START CHECK	END CHECK	CHECK COUNT	CHECK TOTALS	VOID AMT
Travel Checks	(AP-TRVLCHKS-001)	20001	20014	14	\$6,083.00	\$377.72
Accounts Payable Checks	(AP-CHKHIST-DETAIL-001)	292122	293070	949	\$5,740,210.36	\$11,865.04
Accounts Payable Wires	(AP-WIRENOS-001)	8681	8722	40	\$26,545,702.53	\$0.00
Payroll Wires & ACH	(PR-WIRESACH-001)	12235	12284	48	\$3,072,460.90	\$0.00
Payroll Direct Deposit & Checks	(PR-CHKHIST-DETAIL-001)	182101	183253	1153	\$2,445,467.74	\$0.00
Pension Checks	(PR-CHKHIST-DETAIL-002)	5915	5941	27	\$24,096.07	\$0.00

\$37,834,020.60

AP Travel Checks - MUNIS 8/1/2021 - 8/31/2021

Travel Check Summary Information

CHECK DATE	START CHECK	END CHECK	CHECK KNT	CHECK TOTALS	VOID AMT
08/11/2021	20001	20012	12	\$4,061.56	\$377.72
08/12/2021	20013	20013	1	\$1,403.00	\$0.00
08/25/2021	20014	20014	1	\$618.44	\$0.00
			14	\$6,083.00	\$377.72

Travel Check Detail Information

CHECK DATE	START CHECK	VOID	PAYEE	CHECK AMT	CHK COMMENT	VOID AMT	VOID COMMENT
08/11/2021	20001	VOID	BOWE, BRIAN	\$0.00	VOID AFTER UPDATE 08/19/2021	\$188.86	
08/11/2021	20002		NOAH BOWEN	\$188.86	21-099 ADVANCED CARDIAC RESUCI	\$0.00	
08/11/2021	20003		DENNEY, CHRIS	\$188.86	21-100 ADVANCED CARDIAC RESUCI	\$0.00	
08/11/2021	20004		MENDEZ, MICHAEL	\$1275.34	21-062 APCO 2021 CONFERENCE	\$0.00	
08/11/2021	20005		O'BRIEN, COLTON	\$188.86	21-104 ADVANCED CARDIAC RESUCI	\$0.00	
08/11/2021	20006		TERESA OLLERMAN	\$1275.34	21-061 APCO 2021 CONFERENCE	\$0.00	
08/11/2021	20007		JORY PARISH	\$188.86	21-107 ADVANCED CARDIAC RESUCI	\$0.00	
08/11/2021	20008		PEMBERTON, DAVID	\$188.86	21-116 ADVANCED CARDIAC RESUCI	\$0.00	
08/11/2021	20009		JOSHUA SMITH	\$188.86	21-105 ADVANCED CARDIAC RESUCI	\$0.00	
08/11/2021	20010		VAN BEEK, MICHAEL	\$188.86	21-103 ADVANCED CARDIAC RESUCI	\$0.00	
08/11/2021	20011		WALLING, JON	\$188.86	21-106 ADVANCED CARDIAC RESUCI	\$0.00	
08/11/2021	20012	VOID	WALLNER, AMANDA	\$0.00	VOID AFTER UPDATE 08/12/2021	\$188.86	
08/12/2021	20013		WALLNER, AMANDA	\$1403.00	21-113 ADVANCED CARDIAC RESUCI	\$0.00	
08/25/2021	20014		CHRISTOPHER MASON	\$618.44	21-127 MASON CANDIDATE BACKGRO	\$0.00	
				\$6083.00		\$377.72	

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/03/2021	292122	P	10004	MARSHALL R BAKER	\$144.60	0	080321FP	MEDICARE PREMIUM/BAKER
08/03/2021	292123	P	10005	RON BEARDEMPHL	\$148.50	0	080321FP	MEDICARE PREMIUM/BEARDEMPHL
08/03/2021	292124	P	10180	CANFIELD, HARRY R	\$144.60	0	080321FP	MEDICARE PREMIUM/CANFIELD
08/03/2021	292125	P	10023	HENRY CARRICK	\$134.00	0	080321FP	MEDICARE PREMIUM/CARRICK
08/03/2021	292126	P	10040	DANNY DOWNS	\$175.80	0	080321FP	MEDICARE PREMIUM/DOWNS
08/03/2021	292127	P	10045	ALLEN LARRY FERRIANS	\$148.50	0	080321FP	MEDICARE PREMIUM/FERRIANS
08/03/2021	292128	P	10704	HAROLD JONES	\$144.60	0	080321FP	MEDICARE PREMIUM/JONES
08/03/2021	292129	P	10185	ROGER P LAHTI	\$117.50	0	080321FP	MEDICARE PREMIUM/LAHTI
08/03/2021	292130	P	10085	JAMES P MULROY	\$148.50	0	080321FP	MEDICARE PREMIUM/MULROY
08/03/2021	292131	P	10086	DAVID MURRAY	\$116.50	0	080321FP	MEDICARE PREMIUM/MURRAY
08/03/2021	292132	P	10087	MYERS, EDWARD A	\$148.50	0	080321FP	MEDICARE PREMIUM/MYERS
08/03/2021	292133	P	10820	OWEN, MICHAEL	\$123.50	0	080321FP	MEDICARE PREMIUM/OWEN
08/03/2021	292134	P	10533	POLLARD, JAMES	\$135.50	0	080321FP	MEDICARE PREMIUM/POLLARD
08/03/2021	292135	P	10109	RODGERS, GARY H	\$148.50	0	080321FP	MEDICARE PREMIUM/RODGERS
08/03/2021	292136	P	10111	LARRY RONEY	\$132.50	0	080321FP	MEDICARE PREMIUM/RONEY
08/03/2021	292137	P	10116	DONALD SIEMENS	\$148.50	0	080321FP	MEDICARE PREMIUM/SIEMENS
08/03/2021	292138	P	12440	MARK STRATTON	\$135.50	0	080321FP	MEDICARE PREMIUM/STRATTON
08/03/2021	292139	P	10142	WEST, ROYAL	\$116.00	0	080321FP	MEDICARE PREMIUM/WEST
08/03/2021	292140	P	10148	CRAIG E WILLIAMSON	\$116.50	0	080321FP	MEDICARE PREMIUM/WILLIAMSON
08/03/2021	292141	P	10103	BADGLEY, KERI RANDALL	\$144.60	0	080321PP	MEDICARE PREMIUM/BADGLEY
08/03/2021	292142	P	10160	LAURIE VERN BATES JR	\$135.50	0	080321PP	MEDICARE PREMIUM/BATES
08/03/2021	292143	P	10855	BEDEN, LARRY	\$148.50	0	080321PP	MEDICARE PREMIUM/BEDEN
08/03/2021	292144	P	10169	DALE A BRUNSON	\$128.50	0	080321PP	MEDICARE PREMIUM/BRUNSON
08/03/2021	292145	P	10170	RANDY H CARPER	\$619.50	0	080321PP	MEDICARE PREMIUM/CARPER
08/03/2021	292146	P	10167	MIKE CASE	\$144.50	0	080321PP	MEDICARE PREMIUM/CASE
08/03/2021	292147	P	10029	MICHAEL CLEAVENGER	\$148.50	0	080321PP	MEDICARE PREMIUM/CLEAVENGER
08/03/2021	292148	P	10028	WILL J CLEAVENGER	\$148.50	0	080321PP	MEDICARE PREMIUM/CLEAVENGER
08/03/2021	292149	P	10038	LARRY COUCH	\$148.50	0	080321PP	MEDICARE PREMIUM/COUCH
08/03/2021	292150	P	10166	JAMES J DEMYER	\$148.50	0	080321PP	MEDICARE PREMIUM/DEMYER
08/03/2021	292151	P	10048	DOUGLAS D DRIVER	\$148.50	0	080321PP	MEDICARE PREMIUM/DRIVER
08/03/2021	292152	P	10165	GANLEY, JOHN M	\$148.50	0	080321PP	MEDICARE PREMIUM/GANLEY

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/03/2021	292153	P	12445	GILL, JAMES GREG	\$148.50	0	080321PP	MEDICARE PREMIUM/GILL
08/03/2021	292154	P	31042	JAMES B GOULD	\$144.60	0	080321PP	MEDICARE PREMIUM/GOULD
08/03/2021	292155	P	10251	HIGGINS, FRED C	\$125.50	0	080321PP	MEDICARE PREMIUM/HIGGINS
08/03/2021	292156	P	10271	SCOTT K LARSON	\$148.50	0	080321PP	MEDICARE PREMIUM/LARSON
08/03/2021	292157	P	10156	DAVID L LEWIS	\$118.50	0	080321PP	MEDICARE PREMIUM/LEWIS
08/03/2021	292158	P	10164	MOORE, ROBERT	\$148.50	0	080321PP	MEDICARE PREMIUM/MOORE
08/03/2021	292159	P	31512	JERALD S MORRELL	\$148.50	0	080321PP	MEDICARE PREMIUM/MORRELL
08/03/2021	292160	P	10117	DAVID W SPARKS	\$148.50	0	080321PP	MEDICARE PREMIUM/SPARKS
08/03/2021	292161	P	10119	TANNER, WILLIAM	\$149.80	0	080321PP	MEDICARE PREMIUM/TANNER
08/03/2021	292162	P	10332	RANDAL L TAYLOR	\$148.50	0	080321PP	MEDICARE PREMIUM/TAYLOR
08/03/2021	292163	P	10163	GERALD D THOMAS	\$148.50	0	080321PP	MEDICARE PREMIUM/THOMAS
08/03/2021	292164	P	10800	ROY TURNER	\$148.50	0	080321PP	MEDICARE PREMIUM/TURNER
08/03/2021	292165	P	10151	GERALD ZIMMERMAN	\$148.50	0	080321PP	MEDICARE PREMIUM/ZIMMERMAN
08/04/2021	292166	P	12310	AAA CONCRETE, INC	\$503.90	0	0804211	CONCRETE - 3500 PSI EXT QTY 4
08/04/2021	292167	P	10658	ACADEMY OF CHILDREN'S THEATRE	\$15,070.00	0	0804211	CFIP REIMBURSEMENT - ACT
08/04/2021	292168	P	10838	GRIGG ENTERPRISES INC	\$511.25	0	0804211	SCH40 PVC 1.5 SXS COUPLER AND
08/04/2021	292169	P	10340	AMERICAN RADIATOR INC	\$678.71	0	0804211	RADIATOR VEH#3304 WO#62827
08/04/2021	292170	P	10157	AMERIGAS	\$75.62	0	0804211	STATION 71 PROPANE
08/04/2021	292171	P	10537	APOLLO INC	\$269,200.46	0	0804211	COLUMBIA PARK TRAIL-EAST - 334
08/04/2021	292172	P	10670	ARROW CONSTRUCTION SUPPLY INC	\$35,324.54	0	0804211	CRAFCO HOT AIR LANC W/O HS KT
08/04/2021	292173	P	11079	AUTOZONE STORES LLC	\$34.74	0	0804211	ANTENNA VEH#6614 WO#62879
08/04/2021	292174	P	10518	BEAVER BARK & ROCK	\$1,618.40	0	0804211	CONCRETE - 5 BAG MIX 1.25 YRD
08/04/2021	292175	P	10001	BENTON CLEAN AIR AGENCY	\$15,963.84	0	0804211	THIRD QUARTER ASSESSMENT
08/04/2021	292176	P	10207	BENTON COUNTY AUDITOR	\$46.00	0	0804211	IMAGES - JULY 2021
08/04/2021	292177	P	10713	BENTON FRANKLIN COMMUNITY ACTION COMMITTEE	\$57,718.12	0	0804211	JUNE TENNANT BASED RENTAL ASSI
08/04/2021	292178	P	10008	BENTON PUD	\$465.38	0	0804211	APRIL-JUNE RATTLESNAKE MTN SIT
08/04/2021	292179	P	10158	BENTON RURAL ELECTRIC ASSOCIATION	\$48.79	0	0804211	COLLINS RD RADIO TOWER
08/04/2021	292180	P	12389	BLUE MOUNTAIN TELECOMMUNICATION SERVICES	\$4,361.47	0	0804211	FIBER BACKBONE EXT- FOWLER ST,
08/04/2021	292181	P	11005	DANA CAMARENA	\$1,587.60	0	0804211	JULY CLASSES 8528, 8527
08/04/2021	292182	P	11685	CARDINAL HEALTH 130, LLC	\$552.91	0	0804211	SODIUM CL, NALOXONE, ASPIRIN,

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/04/2021	292183	P	11224	CASCADE DIVE COMPANY	\$11,734.80	0	0804211	3 DIVE-INSPECT/DREDGE/RPLC SCR
08/04/2021	292184	P	10261	CITY OF RICHLAND	\$6,096.10	0	0804211	#1901 Drop Box Disp/Hauling
08/04/2021	292185	P	10261	CITY OF RICHLAND	\$4,264.76	0	0804211	HP REBATE - 401 ASH
08/04/2021	292186	P	31028	TONI CLARK	\$20.16	0	0804211	REIMB JULY 2021 MONTHLY MILEAG
08/04/2021	292187	P	11516	COLEMAN OIL COMPANY	\$311.07	0	0804211	GREASE FOR SHOP STOCK - WWTP
08/04/2021	292188	P	31507	COLUMBIA RIVER ELECTRIC MAINTENANCE	\$4,025.28	0	0804211	DOOR ACCESS SECURITY, CONTRACT
08/04/2021	292189	P	10509	COMPUTER DISCOUNT WAREHOUSE	\$7,971.67	0	0804211	CDWG HP DESIGNJET T2600 POSTSC
08/04/2021	292190	P	11205	CONCRETE SPECIAL TIES INC	\$308.58	0	0804211	REBAR #7 60 GRD QTY 8 DOBIE W/
08/04/2021	292191	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$23,765.45	0	0804211	PVC Conduit
08/04/2021	292192	P	11526	CORWIN OF PASCO LLC	\$81,751.60	0	0804211	ONE NEW 2021 FORD POLICE INTER
08/04/2021	292193	P	11663	D&D TELECOMMUNICATION PROPERTIES LLC	\$752.24	0	0804211	AUGUST 2021 - INSPIRATION POIN
08/04/2021	292194	P	10756	DELL MARKETING LP	\$24,779.33	0	0804211	DELL LATITUDE 5420 DOCK WD19 Q
08/04/2021	292195	P	31557	BELEN DIAZ	\$27.44	0	0804211	JULY 2021 MILEAGE
08/04/2021	292196	P	11362	ELIJAH FAMILY HOMES	\$1,958.00	0	0804211	CDBG-CV PUBLIC SERVICE GRANT -
08/04/2021	292197	P	11264	FINANCIAL CONSULTING SOLUTIONS GROUP INC.	\$2,902.50	0	0804211	WATER & SEWER RATE REVENUE & F
08/04/2021	292198	P	12450	FIRST AMERICAN TITLE INSURANCE COMPANY	\$350.00	0	0804211	RECONVEYANCE FOR HOME LOAN - M
08/04/2021	292199	P	10184	FISHER SCIENTIFIC CO	\$8,299.69	0	0804211	11558 GLOVES, NITRILE, DISPOS
08/04/2021	292200	P	10928	FOWLER GENERAL CONSTRUCTION INC	\$2,340.86	0	0804211	COR Richland Sign - Trenching
08/04/2021	292201	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$5,670.47	0	0804211	TELEPHONE CHARGE 7/19/21-8/18/
08/04/2021	292202	P	10657	FRONTIER TITLE & ESCROW COMPANY	\$185.00	0	0804211	RECONVEYANCE - HOME LOAN - DAM
08/04/2021	292203	P	11585	GALLS, LLC	\$876.88	0	0804211	Initial uniforms - Menges
08/04/2021	292204	P	10050	GENERAL PACIFIC INC	\$38,560.60	0	0804211	3 PH Transformers
08/04/2021	292205	P	11813	HERC RENTALS INC	\$178.97	0	0804211	4.3 GALLON OF LIQUID PROPANE P
08/04/2021	292206	P	10294	HORIZON DISTRIBUTION INC	\$612.68	0	0804211	Horizon
08/04/2021	292207	P	31209	WALTEK II, INCORPORATED	\$2,293.50	0	0804211	CLUBHOUSE LANE EARTHWORK/COMPA
08/04/2021	292208	P	11471	INGERSOLL RAND COMPANY INDUSTRIAL TECH	\$7,944.09	0	0804211	UP6 ROTARY SCREW AIR COMPRESSO
08/04/2021	292209	VOID	10837	INTERGRAPH CORPORATION	\$0.00	11426	0804211	VOID AFTER UPDATE 08/04/2021
08/04/2021	292210	P	30005	INTERWEST TECHNOLOGY SYSTEMS INC	\$5,517.66	0	0804211	GENETEC SECURITY CENTER IP CAR

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/04/2021	292211	P	10063	JACOBS & RHODES INC	\$14,764.17	0	0804211	HP LOAN - 401 ASH
08/04/2021	292212	P	31459	KPFF INC	\$5,960.00	0	0804211	Rail Transportation Study 84-2
08/04/2021	292213	P	31575	MARLENE LEWIS	\$299.89	0	0804211	OVERPAYMENT ON LOAN 3.009829 P
08/04/2021	292214	P	10262	LIFE ASSIST INC	\$1,875.32	0	0804211	DYNAREX INSTANT COLD PACKS
08/04/2021	292215	P	31574	ISAAC AND CARLY LINARES	\$7.81	0	0804211	OVERPAYMENT ON LOAN 3.009709 P
08/04/2021	292216	P	31503	MERCY CORPS	\$4,583.84	0	0804211	CDBG-CV MERCY CORP - MICRO BUS
08/04/2021	292217	P	10578	MIDWEST TAPE	\$4,147.02	0	0804211	JULY 2021 HOOPLA
08/04/2021	292218	P	11358	JO ANN MILLER	\$333.20	0	0804211	JULY CLASSES 8533, 8523, 8549
08/04/2021	292219	P	10263	NORCO INC	\$619.08	0	0804211	SENSOR H2S & BARRIER ASSY - WW
08/04/2021	292220	P	10981	OIL RE-REFINING CO	\$246.80	0	0804211	USED OIL RECYCLE/HAUL 7/28/21
08/04/2021	292221	P	31206	CI - PW LLC	\$93.50	0	0804211	JULY 2021 BOTTLED WATER-LANDFI
08/04/2021	292222	P	31571	PAT'S PORTABLE WELDING INC	\$1,330.00	0	0804211	TM8014 36" MAIN PATCH LEAK &
08/04/2021	292223	P	10522	PBS ENGINEERING AND ENVIRONMENTAL INC	\$370.00	0	0804211	Surveying Services 27-21
08/04/2021	292224	P	10232	PERFECTION GLASS INC	\$11,184.90	0	0804211	WINDOW LOAN - 1517 JOHNSTON
08/04/2021	292225	P	31556	TINA RITCHIE	\$39.20	0	0804211	JULY 2021 MILEAGE
08/04/2021	292226	P	11098	SCHINDLER ELEVATOR CORPORATION	\$119.51	0	0804211	AUGUST CHAIR LIFT INSPECTION W
08/04/2021	292227	P	30023	TAIFEI SCOTT	\$438.40	0	0804211	JULY CLASS 8524
08/04/2021	292228	P	10311	SEA WESTERN INC	\$444.83	0	0804211	STRUCTURE FIRE BOOT O'BRIEN
08/04/2021	292229	P	10606	SENIOR LIFE RESOURCES NW INC	\$21,000.00	0	0804211	PUBLIC SERVICE GRANT
08/04/2021	292230	P	11022	MARY LOU GNOZA	\$130.32	0	0804211	HEMMED PANTS, NAME IRONED STIC
08/04/2021	292231	P	10253	SMITH INSULATION INC	\$6,662.07	0	0804211	WINDOW LOAN - 1520 & 1522 MARS
08/04/2021	292232	P	30027	SEATTLE SEWING SOLUTIONS INC	\$497.93	0	0804211	Winter jumpsuit - Sharpe
08/04/2021	292233	P	10536	SPRAGUE PEST SOLUTIONS	\$169.91	0	0804211	PEST CONTROL DISPOSAL - AUG 20
08/04/2021	292234	P	10949	STEWART TITLE OF THE TRI-CITIES	\$195.00	0	0804211	RECONVEYANCE - HENRY
08/04/2021	292235	P	10359	US LINEN & UNIFORM	\$679.00	0	0804211	COR LOGO SHIRTS
08/04/2021	292236	P	11166	TAPANI INC	\$142,503.80	0	0804211	MANSFIELD SEWER & STORM REPAIR
08/04/2021	292237	P	10395	TOTAL ENERGY MANAGEMENT INC	\$621.19	0	0804211	INFLUENT PUMP STA DIAGNOSE AND
08/04/2021	292238	P	10187	TRANS UNION LLC	\$162.83	0	0804211	CREDIT REPORT FEE - JUNE
08/04/2021	292239	P	10128	THE MCCLATCHY COMPANY	\$1,733.88	0	0804211	SEPA-EA2021-117
08/04/2021	292240	P	12160	TYLER TECHNOLOGIES, INC	\$544.00	0	0804211	ENTERPRISE RESOURCE PLANNING,

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/04/2021	292241	P	11167	UNISYS CORPORATION	\$921.00	0	0804211	FILE MGT: EOM DEPARTMENT EDITI
08/04/2021	292242	P	31196	VINCENT BROTHERS LLP	\$32,375.00	0	0804211	WWTP DIGESTER FACILITY IMPROVE
08/04/2021	292243	P	10469	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	\$300.00	0	0804211	UTILITY ACCOMODATION APPLICATI
08/04/2021	292244	VOID	11980	WESTERN STATE DESIGN, INC	\$0.00	128.14	0804211	VOID AFTER UPDATE 08/17/2021
08/06/2021	292245	P	31579	A&K RAILROAD MATERIALS INC	\$4,225.13	0	0806211	RAILROAD SWITCH COMPONENTS
08/06/2021	292246	P	10412	A-CORE OF BOISE INC	\$369.24	0	0806211	FT APPROACH CURB CUT PED & 2 P
08/06/2021	292247	P	12310	AAA CONCRETE, INC	\$2,199.16	0	0806211	Top Course 131239 - EW200108
08/06/2021	292248	P	10759	ACCURATE CALIBRATION SERVICES LLC	\$1,900.00	0	0806211	WECO Annual Calibration & Cert
08/06/2021	292249	P	10838	GRIGG ENTERPRISES INC	\$55.53	0	0806211	PVC CMNT/PRIMER/UNION TM8004
08/06/2021	292250	P	11323	BRYAN L CHRISTENSEN	\$636.00	0	0806211	WINDOW REBATE - 119 COTTONWOOD
08/06/2021	292251	P	10644	ANIXTER INC	\$2,248.02	0	0806211	Pole Brackets, Guy Items
08/06/2021	292252	P	10317	APOLLO SHEET METAL INC	\$700.00	0	0806211	HP REBATE - 1562 FOXGLOVE
08/06/2021	292253	P	999000	AUREF	\$10.00	0	0806211	534 SUMMERVIEW LN
08/06/2021	292254	P	999000	AUREF	\$4.87	0	0806211	575 COLUMBIA POINT DR Apt 207
08/06/2021	292255	P	999000	AUREF	\$46.95	0	0806211	650 GEORGE WASHINGTON WAY Apt
08/06/2021	292256	P	999000	AUREF	\$45.32	0	0806211	650 GEORGE WASHINGTON WAY Apt
08/06/2021	292257	P	999000	AUREF	\$47.51	0	0806211	650 GEORGE WASHINGTON WAY Apt
08/06/2021	292258	P	999000	AUREF	\$27.20	0	0806211	650 GEORGE WASHINGTON WAY Apt
08/06/2021	292259	P	999000	AUREF	\$29.61	0	0806211	650 GEORGE WASHINGTON WAY Apt
08/06/2021	292260	P	999000	AUREF	\$29.36	0	0806211	650 GEORGE WASHINGTON WAY Apt
08/06/2021	292261	P	999000	AUREF	\$41.27	0	0806211	650 GEORGE WASHINGTON WAY Apt
08/06/2021	292262	P	999000	AUREF	\$52.61	0	0806211	650 GEORGE WASHINGTON WAY Apt
08/06/2021	292263	P	999000	AUREF	\$42.20	0	0806211	650 GEORGE WASHINGTON WAY Apt
08/06/2021	292264	P	999000	AUREF	\$51.89	0	0806211	650 GEORGE WASHINGTON WAY Apt
08/06/2021	292265	P	999000	AUREF	\$43.46	0	0806211	650 GEORGE WASHINGTON WAY Apt
08/06/2021	292266	P	999000	AUREF	\$42.56	0	0806211	650 GEORGE WASHINGTON WAY Apt
08/06/2021	292267	P	999000	AUREF	\$43.54	0	0806211	650 GEORGE WASHINGTON WAY Apt
08/06/2021	292268	P	999000	AUREF	\$66.97	0	0806211	623 COTTONWOOD DR
08/06/2021	292269	P	999000	AUREF	\$71.66	0	0806211	227 UNIVERSITY DR Apt 309
08/06/2021	292270	P	999000	AUREF	\$164.88	0	0806211	542 JORDAN LN

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/06/2021	292271	P	999000	AUREF	\$181.49	0	0806211	15 COSMIC LN
08/06/2021	292272	P	999000	AUREF	\$170.58	0	0806211	141 KEENE RD
08/06/2021	292273	P	999000	AUREF	\$139.45	0	0806211	412 CHARBONNEAU DR
08/06/2021	292274	P	999000	AUREF	\$160.92	0	0806211	2894 SALK AVE Apt 204
08/06/2021	292275	P	999000	AUREF	\$13.03	0	0806211	2189 CASCADE AVE
08/06/2021	292276	P	999000	AUREF	\$134.36	0	0806211	611 CASCADE ST
08/06/2021	292277	P	999000	AUREF	\$3.40	0	0806211	1461 LARKSPUR DR
08/06/2021	292278	P	999000	AUREF	\$92.13	0	0806211	2555 BELLA COOLA LN Apt 236
08/06/2021	292279	P	999000	AUREF	\$14.48	0	0806211	1911 HOXIE AVE Apt B
08/06/2021	292280	P	999000	AUREF	\$126.34	0	0806211	1443 DESERT SPRINGS AVE
08/06/2021	292281	P	999000	AUREF	\$10.00	0	0806211	2100 BELLERIVE DR BB24
08/06/2021	292282	P	999000	AUREF	\$10.00	0	0806211	1930 GEORGE WASHINGTON WAY 209
08/06/2021	292283	P	999000	AUREF	\$145.23	0	0806211	1930 GEORGE WASHINGTON WAY 106
08/06/2021	292284	P	999000	AUREF	\$70.71	0	0806211	2555 DUPORTAIL ST B311
08/06/2021	292285	P	999000	AUREF	\$21.66	0	0806211	516 LAKEROSE LOOP
08/06/2021	292286	P	999000	AUREF	\$195.63	0	0806211	333 COLUMBIA POINT DR
08/06/2021	292287	P	999000	AUREF	\$153.17	0	0806211	1618 DAVISON AVE
08/06/2021	292288	P	999000	AUREF	\$143.09	0	0806211	2100 BELLERIVE DR I122
08/06/2021	292289	P	999000	AUREF	\$242.27	0	0806211	386 COLUMBIA POINT DR 102
08/06/2021	292290	P	999000	AUREF	\$131.03	0	0806211	1454 SELAH CT
08/06/2021	292291	P	999000	AUREF	\$55.07	0	0806211	2550 DUPORTAIL ST M175
08/06/2021	292292	P	999000	AUREF	\$73.63	0	0806211	250 GAGE BLVD 1008
08/06/2021	292293	P	999000	AUREF	\$130.81	0	0806211	508 FERRARA LN
08/06/2021	292294	P	999000	AUREF	\$66.99	0	0806211	2126 HAMILTON AVE
08/06/2021	292295	P	999000	AUREF	\$3,044.82	0	0806211	650 GEORGE WASHINGTON WAY
08/06/2021	292296	P	999000	AUREF	\$140.93	0	0806211	1943 DAVISON AVE
08/06/2021	292297	P	999000	AUREF	\$100.68	0	0806211	106 ROSEMARY ST
08/06/2021	292298	P	999000	AUREF	\$118.67	0	0806211	2373 HOOD AVE C
08/06/2021	292299	P	999000	AUREF	\$52.22	0	0806211	140 GAGE BLVD Ste 101
08/06/2021	292300	P	999000	AUREF	\$245.43	0	0806211	1511 WOODBURY ST
08/06/2021	292301	P	999000	AUREF	\$18.77	0	0806211	2243 VENETO ST

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/06/2021	292302	P	999000	AUREF	\$301.60	0	0806211	2106 LEE BLVD
08/06/2021	292303	P	999000	AUREF	\$11.38	0	0806211	2250 VENETO ST
08/06/2021	292304	P	999000	AUREF	\$89.19	0	0806211	2110 DALLAS ST
08/06/2021	292305	P	999000	AUREF	\$83.25	0	0806211	2894 SALK AVE Apt 223
08/06/2021	292306	P	999000	AUREF	\$87.80	0	0806211	1078 CHINOOK DR
08/06/2021	292307	P	999000	AUREF	\$39.07	0	0806211	1076 KLAMATH CT
08/06/2021	292308	P	999000	AUREF	\$225.64	0	0806211	2513 DUPORTAIL ST Apt 206
08/06/2021	292309	P	999000	AUREF	\$50.00	0	0806211	1775 COLUMBIA PARK TRL 139
08/06/2021	292310	P	999000	AUREF	\$102.08	0	0806211	802 WINSLOW AVE
08/06/2021	292311	P	999000	AUREF	\$180.13	0	0806211	2100 BELLERIVE DR CC29
08/06/2021	292312	P	999000	AUREF	\$19.97	0	0806211	451 WESTCLIFFE BLVD Apt G349
08/06/2021	292313	P	999000	AUREF	\$115.28	0	0806211	541 FORT ST
08/06/2021	292314	P	999000	AUREF	\$115.91	0	0806211	50 JADWIN AVE Unit 89
08/06/2021	292315	P	999000	AUREF	\$5.55	0	0806211	2829 MONARCH LN
08/06/2021	292316	P	999000	AUREF	\$1.88	0	0806211	2895 PAULING AVE Apt 211
08/06/2021	292317	P	999000	AUREF	\$10.00	0	0806211	3003 QUEENSGATE DR Apt 140
08/06/2021	292318	P	999000	AUREF	\$140.01	0	0806211	2513 DUPORTAIL ST Apt 360
08/06/2021	292319	P	999000	AUREF	\$196.09	0	0806211	2989 SONORAN DR
08/06/2021	292320	P	999000	AUREF	\$372.13	0	0806211	444 BRADLEY BLVD
08/06/2021	292321	P	999000	AUREF	\$151.83	0	0806211	1230 EL MONTE CT
08/06/2021	292322	P	999000	AUREF	\$76.89	0	0806211	705 BIRCH AVE
08/06/2021	292323	P	999000	AUREF	\$132.25	0	0806211	1306 PERKINS AVE
08/06/2021	292324	P	999000	AUREF	\$251.51	0	0806211	3517 HANSTEAD ST
08/06/2021	292325	P	999000	AUREF	\$78.48	0	0806211	532 ROME CT
08/06/2021	292326	P	999000	AUREF	\$104.44	0	0806211	1605 SUNSET ST
08/06/2021	292327	P	999000	AUREF	\$57.14	0	0806211	2100 BELLERIVE DR W227
08/06/2021	292328	P	999000	AUREF	\$48.85	0	0806211	2100 BELLERIVE DR O168
08/06/2021	292329	P	999000	AUREF	\$20.08	0	0806211	1220 DEL MAR CT
08/06/2021	292330	P	999000	AUREF	\$62.27	0	0806211	4119 CORVINA ST
08/06/2021	292331	P	999000	AUREF	\$87.69	0	0806211	4123 BARBERA ST
08/06/2021	292332	P	999000	AUREF	\$1,140.77	0	0806211	2665 KINGSGATE WAY

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/06/2021	292333	P	999000	AUREF	\$144.85	0	0806211	2665 KINGSGATE WAY Apt A102
08/06/2021	292334	P	999000	AUREF	\$178.07	0	0806211	2665 KINGSGATE WAY Apt A103
08/06/2021	292335	P	999000	AUREF	\$182.11	0	0806211	2665 KINGSGATE WAY Apt A104
08/06/2021	292336	P	999000	AUREF	\$148.98	0	0806211	2665 KINGSGATE WAY Apt A105
08/06/2021	292337	P	999000	AUREF	\$247.19	0	0806211	2665 KINGSGATE WAY Apt A106
08/06/2021	292338	P	999000	AUREF	\$69.54	0	0806211	2665 KINGSGATE WAY Apt A107
08/06/2021	292339	P	999000	AUREF	\$41.37	0	0806211	2665 KINGSGATE WAY Apt A108
08/06/2021	292340	P	999000	AUREF	\$150.36	0	0806211	2665 KINGSGATE WAY Apt A109
08/06/2021	292341	P	999000	AUREF	\$85.42	0	0806211	2665 KINGSGATE WAY Apt A202
08/06/2021	292342	P	999000	AUREF	\$120.64	0	0806211	2665 KINGSGATE WAY Apt A203
08/06/2021	292343	P	999000	AUREF	\$120.72	0	0806211	2665 KINGSGATE WAY Apt A204
08/06/2021	292344	P	999000	AUREF	\$29.14	0	0806211	2665 KINGSGATE WAY Apt A205
08/06/2021	292345	P	999000	AUREF	\$75.21	0	0806211	2665 KINGSGATE WAY Apt A206
08/06/2021	292346	P	999000	AUREF	\$161.38	0	0806211	2665 KINGSGATE WAY Apt A207
08/06/2021	292347	P	999000	AUREF	\$210.66	0	0806211	2665 KINGSGATE WAY Apt A208
08/06/2021	292348	P	999000	AUREF	\$125.34	0	0806211	2665 KINGSGATE WAY Apt A209
08/06/2021	292349	P	999000	AUREF	\$22.57	0	0806211	2665 KINGSGATE WAY Apt A302
08/06/2021	292350	P	999000	AUREF	\$21.60	0	0806211	2665 KINGSGATE WAY Apt A303
08/06/2021	292351	P	999000	AUREF	\$34.35	0	0806211	2665 KINGSGATE WAY Apt A304
08/06/2021	292352	P	999000	AUREF	\$22.01	0	0806211	2665 KINGSGATE WAY Apt A305
08/06/2021	292353	P	999000	AUREF	\$25.49	0	0806211	2665 KINGSGATE WAY Apt A306
08/06/2021	292354	P	999000	AUREF	\$24.60	0	0806211	2665 KINGSGATE WAY Apt A307
08/06/2021	292355	P	999000	AUREF	\$24.44	0	0806211	2665 KINGSGATE WAY Apt A308
08/06/2021	292356	P	999000	AUREF	\$24.60	0	0806211	2665 KINGSGATE WAY Apt A309
08/06/2021	292357	P	999000	AUREF	\$312.49	0	0806211	1307 HAINS AVE
08/06/2021	292358	P	999000	AUREF	\$149.85	0	0806211	407 ASH AVE
08/06/2021	292359	P	999000	AUREF	\$112.36	0	0806211	1605 PERKINS AVE
08/06/2021	292360	P	999000	AUREF	\$115.42	0	0806211	2021 MAHAN AVE K8
08/06/2021	292361	P	999000	AUREF	\$98.84	0	0806211	377 DRIFTWOOD CT
08/06/2021	292362	P	999000	AUREF	\$52.37	0	0806211	160 VAN GIESEN ST 209
08/06/2021	292363	P	999000	AUREF	\$90.87	0	0806211	1850 STEVENS DR 115

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/06/2021	292364	P	999000	AUREF	\$10.33	0	0806211	2895 PAULING AVE Apt 120
08/06/2021	292365	P	999000	AUREF	\$115.46	0	0806211	414 SIERRA ST
08/06/2021	292366	P	999000	AUREF	\$98.74	0	0806211	4708 JODIE ST
08/06/2021	292367	P	999000	AUREF	\$392.73	0	0806211	2538 GRANADA CT
08/06/2021	292368	P	999000	AUREF	\$172.84	0	0806211	250 GAGE BLVD 1002
08/06/2021	292369	P	999000	AUREF	\$0.10	0	0806211	4785 WHITE DR
08/06/2021	292370	P	999000	AUREF	\$53.76	0	0806211	1650 MOWRY SQ 222
08/06/2021	292371	P	999000	AUREF	\$96.74	0	0806211	3003 QUEENSGATE DR Apt 161
08/06/2021	292372	P	999000	AUREF	\$165.29	0	0806211	323 DOUGLASS AVE
08/06/2021	292373	P	999000	AUREF	\$57.66	0	0806211	2335 SKYVIEW LOOP
08/06/2021	292374	P	999000	AUREF	\$60.48	0	0806211	3054 BOBWHITE WAY
08/06/2021	292375	P	999000	AUREF	\$118.76	0	0806211	3055 BOBWHITE WAY
08/06/2021	292376	P	999000	AUREF	\$154.36	0	0806211	755 HANFORD ST
08/06/2021	292377	P	999000	AUREF	\$20.00	0	0806211	1208 TORBETT ST
08/06/2021	292378	P	999000	AUREF	\$137.93	0	0806211	451 WESTCLIFFE BLVD Apt B112
08/06/2021	292379	P	999000	AUREF	\$57.86	0	0806211	651 MCMURRAY ST 203
08/06/2021	292380	P	999000	AUREF	\$70.89	0	0806211	1850 SICILY LN
08/06/2021	292381	P	999000	AUREF	\$137.83	0	0806211	3526 WATERFORD ST
08/06/2021	292382	P	999000	AUREF	\$78.93	0	0806211	61 PROTON LN
08/06/2021	292383	P	999000	AUREF	\$81.07	0	0806211	1418 KIMBALL AVE
08/06/2021	292384	P	999000	AUREF	\$63.49	0	0806211	2013 TINKLE ST
08/06/2021	292385	P	999000	AUREF	\$143.02	0	0806211	2894 SALK AVE Apt 270
08/06/2021	292386	P	999000	AUREF	\$39.24	0	0806211	1121 BENHAM CT
08/06/2021	292387	P	999000	AUREF	\$350.00	0	0806211	526 BLUE ST
08/06/2021	292388	P	999000	AUREF	\$47.48	0	0806211	1900 STEVENS DR 729
08/06/2021	292389	P	999000	AUREF	\$111.51	0	0806211	291 CANYON RIM CT
08/06/2021	292390	P	999000	AUREF	\$46.94	0	0806211	1317 COTTONWOOD DR
08/06/2021	292391	P	999000	AUREF	\$231.53	0	0806211	3561 REGENT ST
08/06/2021	292392	P	999000	AUREF	\$66.25	0	0806211	193 TRAVIS LN
08/06/2021	292393	P	999000	AUREF	\$106.67	0	0806211	2548 CLARK RIDGE DR
08/06/2021	292394	P	999000	AUREF	\$47.04	0	0806211	2578 CLARK RIDGE DR

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/06/2021	292395	P	999000	AUREF	\$20.00	0	0806211	1931 DAVISON AVE
08/06/2021	292396	P	999000	AUREF	\$70.00	0	0806211	2895 PAULING AVE Apt 202
08/06/2021	292397	P	999000	AUREF	\$10.00	0	0806211	227 UNIVERSITY DR Apt 124
08/06/2021	292398	P	999000	AUREF	\$57.11	0	0806211	2373 HOOD AVE B
08/06/2021	292399	P	999000	AUREF	\$13.02	0	0806211	1900 STEVENS DR 409
08/06/2021	292400	P	999000	AUREF	\$3.07	0	0806211	1900 STEVENS DR 308
08/06/2021	292401	P	999000	AUREF	\$57.00	0	0806211	1406 ALDER AVE
08/06/2021	292402	P	999000	AUREF	\$69.38	0	0806211	1780 PIKE AVE Apt A107
08/06/2021	292403	P	999000	AUREF	\$39.14	0	0806211	347 SANFORD AVE
08/06/2021	292404	P	999000	AUREF	\$154.59	0	0806211	250 GAGE BLVD 2076
08/06/2021	292405	P	999000	AUREF	\$100.00	0	0806211	2455 GEORGE WASHINGTON WAY O17
08/06/2021	292406	P	999000	AUREF	\$152.98	0	0806211	1307 GOETHALS DR E
08/06/2021	292407	P	10518	BEAVER BARK & ROCK	\$756.72	0	0806211	QTY 2 CONCRETE - 5 BAG MIX 1.7
08/06/2021	292408	P	10008	BENTON PUD	\$343.21	0	0806211	EL SVCS 06/22/21-07/22/2021
08/06/2021	292409	P	10008	BENTON PUD	\$81.68	0	0806211	(9) WYE LIGHTS-BADGER REPEATER
08/06/2021	292410	P	10158	BENTON RURAL ELECTRIC ASSOCIATION	\$3,451.41	0	0806211	KENNEDY BOOSTER STATION WTP
08/06/2021	292411	P	10123	CASCADE TITLE COMPANY	\$540.00	0	0806211	RECONVEYANCE FEE - MOHL
08/06/2021	292412	P	11075	CHINOOK HEATING & AIR INC	\$1,000.00	0	0806211	HP REBATE X2 - 2013 GREENVIEW
08/06/2021	292413	P	10055	CITY OF PASCO	\$3,599.66	0	0806211	ANIMAL SHELTER CONSULTANTS 1/3
08/06/2021	292414	P	11407	CITY OF POST FALLS	\$1,000.00	0	0806211	LICENSE PLATE RECOGNITION DATA
08/06/2021	292415	P	11516	COLEMAN OIL COMPANY	\$4,602.39	0	0806211	LANDFILL FUEL-DYED,CLEAR
08/06/2021	292416	P	10453	DELTA HEATING & COOLING INC	\$4,000.00	0	0806211	HP REBATE - 208 WALLACE
08/06/2021	292417	P	10177	DEPARTMENT OF LABOR & INDUSTRIES	\$65,903.15	0	0806211	2nd Qtr 2021 L&I
08/06/2021	292418	P	11115	ELECTRIC POWER SYSTEMS INC	\$2,549.50	0	0806211	CONTRACT #28-20; Gateway Subst
08/06/2021	292419	P	31491	KORY ELLISON	\$49,721.24	0	0806211	SWIFT/SR 240 INTERSECTION IMPR
08/06/2021	292420	P	10460	STATE OF WASHINGTON EMPLOYMENT SECURITY DEPT	\$8,406.48	0	0806211	2ndQtr 2021 036-001-852
08/06/2021	292421	P	10043	THE ABY MFG GROUP INC DBA	\$181.75	0	0806211	BADGES
08/06/2021	292422	P	11044	EWING IRRIGATION PRODUCTS INC	\$36.00	0	0806211	MCMURRAY PARK - IRRIGATION LID
08/06/2021	292423	P	10276	FEDERAL SIGNAL CORPORATION	\$564.67	0	0806211	SIREN, LIGHTS FOR UPFIT VEH#24
08/06/2021	292424	P	10220	FRONTIER FENCE INC	\$26.06	0	0806211	COLUMBIA PLAYFIELD - ALUMINUM

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/06/2021	292425	P	31421	GARY A TUCCI	\$3,317.00	0	0806211	HRRST PASS THRU FEES 06-2021
08/06/2021	292426	P	10203	W.W. GRAINGER, INC	\$2,589.72	0	0806211	SLEEVEANCH FLATHEAD PHILLIPS
08/06/2021	292427	P	11309	TIMKEN MOTOR AND CRANE SERVICES LLC	\$781.92	0	0806211	UPLD/DWNLD PROGRM LOANER TC DI
08/06/2021	292428	P	31558	H.C. WILDLIFE & RODENT CONTROL	\$244.35	0	0806211	SKATE PARK - SKUNK REMOVAL
08/06/2021	292429	P	10046	HD FOWLER CO	\$56.87	0	0806211	COMPOST-END CAP, PVC CAP
08/06/2021	292430	P	11813	HERC RENTALS INC	\$73.85	0	0806211	EQUIIP RENTAL - LEE ST - CONCR
08/06/2021	292431	P	31577	HURRICANE BUTTERFLY LAW ENFORCEMENT LLC	\$7,120.14	0	0806211	PEPPERBALL LAUNCHERS/MAGAZINES
08/06/2021	292432	P	30560	INTERMOUNTAIN LOCK AND SECURITY SUPPLY	\$6,476.65	0	0806211	DOORS - SHOPS 200 - GENESIS ST
08/06/2021	292433	P	10628	CPM DEVELOPMENT CORPORATION	\$2,714.28	0	0806211	TACK OIL 51.76 GAL
08/06/2021	292434	P	10063	JACOBS & RHODES INC	\$2,600.00	0	0806211	HP REBATE - 275 GAGE
08/06/2021	292435	P	31378	SOUTHWEST ANSWERING SERVICE INC	\$158.52	0	0806211	ANSWERING SERVICE - AUG 2021
08/06/2021	292436	P	11073	LIVEVIEW GPS INC	\$2,011.20	0	0806211	PT10 LIVE GPS TRACKER 2YR SV 0
08/06/2021	292437	P	10384	M CAMPBELL & COMPANY INC	\$3,000.00	0	0806211	HP REBATE - 500 WAGON CT
08/06/2021	292438	P	10624	MACKAY & SPOSITO INC	\$5,970.15	0	0806211	Shoreline Stabilz & Col. Pt. M
08/06/2021	292439	P	31258	NEWSDATA LLC	\$5,402.86	0	0806211	DISPATCH NEWS SERVICE 09/15/20
08/06/2021	292440	P	10472	OCLC INC	\$1,071.57	0	0806211	CATALOGING METADATA ILL SUBSCR
08/06/2021	292441	P	10357	OXARC INC	\$944.09	0	0806211	CYLINDER RENTAL
08/06/2021	292442	P	10971	PARAMOUNT COMMUNICATIONS INC	\$40,476.93	0	0806211	INSTALL CONDUIT FOR EMERGENCY
08/06/2021	292443	P	12318	RINGOLD EMBROIDERY	\$304.84	0	0806211	SCREENPRINT LOGO ON 5 SHIRTS
08/06/2021	292444	P	10647	RIVER CITY TOWING INC	\$48.87	0	0806211	TOWING CHARGE
08/06/2021	292445	P	10595	ROBERTS CONSTRUCTION INC	\$630.00	0	0806211	WINDOW REBATE - 1808 BIRCH
08/06/2021	292446	P	10536	SPRAGUE PEST SOLUTIONS	\$286.16	0	0806211	PEST CONTROL RPD RANGE
08/06/2021	292447	P	10393	STONEWAY ELECTRIC SUPPLY	\$441.96	0	0806211	STATION 73 - LIGHTS
08/06/2021	292448	P	10227	TECH PRODUCTS INC	\$1,318.03	0	0806211	E8_E9 Misc
08/06/2021	292449	P	10242	GALLURY INC	\$687.66	0	0806211	LEE BLVD PRK RESTROOM REPAIR
08/06/2021	292450	P	11911	TWG CONSULTING CORP.	\$4,080.00	0	0806211	The Wesley Group 2021 Services
08/06/2021	292451	P	10120	THERMAL SUPPLY INC	\$425.97	0	0806211	STATION 72 - COMPRESSOR PARTS
08/06/2021	292452	P	10122	TRAFFIC SAFETY SUPPLY CO INC	\$4,942.07	0	0806211	CONES QTY 200/HVY DTY SIGN HOL
08/06/2021	292453	P	11406	SOLUTIONS INC	\$380.12	0	0806211	RECORDS SEARCH
08/06/2021	292454	P	10603	TRI CITY LUMBER CO	\$103.80	0	0806211	STAKES 36" 50PC BUNDLE TA900 Q

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/06/2021	292455	P	10129	TWIN CITY METALS INC	\$149.87	0	0806211	4X4X1/4 STEEL TT8008
08/06/2021	292456	P	12160	TYLER TECHNOLOGIES, INC	\$4,900.00	0	0806211	EnerGov IC and PM charges
08/06/2021	292457	P	10202	UTILITIES UNDERGROUND LOCATION CENTER	\$592.11	0	0806211	LOCATE SERVICE - JULY 2021
08/06/2021	292458	P	31541	VAG USA LLC	\$3,000.00	0	0806211	ELECTRIC CHECK VALVE SEAL KITS
08/06/2021	292459	P	10140	WASHINGTON STATE PATROL	\$583.00	0	0806211	BACKGROUND CHECKS JULY 2021
08/06/2021	292460	P	999003	WASTEWORX REFUND	\$45.00	0	0806211	Refund overpayment on WW accou
08/06/2021	292461	P	999003	WASTEWORX REFUND	\$42.00	0	0806211	REFUND - CHECK NOT PAYABLE TO
08/06/2021	292462	P	10194	XEROX CORPORATION	\$405.94	0	0806211	#8TB-338163 PW COPIER - JULY 2
08/11/2021	292463	P	11063	A & E TOWING LLC	\$503.36	0	0811211	TOW TO SHOPS VEH#5046 WO#62929
08/11/2021	292464	P	31527	AARON C GRIMM	\$282,166.82	0	0811211	VAN GIESEN/THAYER INTERSECTION
08/11/2021	292465	P	10838	GRIGG ENTERPRISES INC	\$737.14	0	0811211	COMPRESSION COUPLINGS FOR CLAR
08/11/2021	292466	P	10705	INTERSTATE CONCRETE & ASPHALT COMPANY	\$184.26	0	0811211	ROCK - 5/8 TOP COURSE 15.71 TO
08/11/2021	292467	P	11634	APGN INC	\$1,667.81	0	0811211	COOLANT PUMP FOR NEUROS BLOWER
08/11/2021	292468	P	10670	ARROW CONSTRUCTION SUPPLY INC	\$680.57	0	0811211	CRAFCO DETACK 5 GAL PAL QTY 6
08/11/2021	292469	P	10175	AT&T LONG DISTANCE	\$73.75	0	0811211	FAX LINES 06/22-07/21/21
08/11/2021	292470	P	999000	AUREF	\$925.16	0	0811211	2021 MAHAN AVE J4
08/11/2021	292471	P	11079	AUTOZONE STORES LLC	\$11.51	0	0811211	OVER CHARGE FOR REMOTE VEH#237
08/11/2021	292472	P	10275	BADGER METER INC.	\$58,383.36	0	0811211	WATER METERS
08/11/2021	292473	P	10367	BANK OF AMERICA	\$2,767.53	0	0811211	BANK ANALYSIS FEES JULY 2021
08/11/2021	292474	P	11432	BDP INDUSTRIES INC	\$18,205.00	0	0811211	SPARE PARTS FOR REPAIR/MAINTEN
08/11/2021	292475	P	11076	BELL BROWN & RIO PLLC	\$24,535.12	0	0811211	PROSECUTION SERVICES-AUGUST 20
08/11/2021	292476	P	10207	BENTON COUNTY AUDITOR	\$9.00	0	0811211	IMAGES - JULY 2021
08/11/2021	292477	P	10713	BENTON FRANKLIN COMMUNITY ACTION COMMITTEE	\$15.00	0	0811211	C32-20 LOW-INCOME ENERGY EFFIC
08/11/2021	292478	P	10008	BENTON PUD	\$1,396.14	0	0811211	2ND QTR RATTLESNAKE LEASE
08/11/2021	292479	P	11365	BIG WEST EQUIPMENT	\$316.73	0	0811211	FILTERS VEH#7149 WO#62971
08/11/2021	292480	P	12320	BUILDERS FIRSTSOURCE, INC	\$272.78	0	0811211	4X4 8' STD&BTR DF 200/2' QTY 2
08/11/2021	292481	P	11685	CARDINAL HEALTH 130, LLC	\$203.60	0	0811211	ASPIRIN, NALOXONE
08/11/2021	292482	P	10026	CASCADE NATURAL GAS CORP	\$41.99	0	0811211	GAS FOR GEN COLUMBIA PK TRL L/
08/11/2021	292483	P	30041	CATERPILLAR FINANCIAL SERVICES CORP	\$87,867.45	0	0811211	ANNUAL LEASE PAYMENT, CONTRACT

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/11/2021	292484	P	10240	CENTRAL HOSE & FITTINGS INC	\$141.10	0	0811211	HOSE ASSY VEH#7145 WO#62981
08/11/2021	292485	P	11112	CENTURYLINK COMMUNICATIONS LLC	\$110.37	0	0811211	LONG DISTANCE 07/06-08/05/21
08/11/2021	292486	P	10261	CITY OF RICHLAND	\$331,062.43	0	0811211	CITY UTILITY BILLS/JUL 2021
08/11/2021	292487	P	10261	CITY OF RICHLAND	\$5,128.28	0	0811211	HP & WINDOW REBATE - 1418 KELL
08/11/2021	292488	P	10877	CLAYTON WARD COMPANY	\$24,848.21	0	0811211	DROP BOX RECYCLING - JULY 2021
08/11/2021	292489	P	11516	COLEMAN OIL COMPANY	\$19,208.87	0	0811211	WEEKLY CARD LOCK FUEL 7/26-7/3
08/11/2021	292490	P	10135	CI SUPPORT LLC	\$44.34	0	0811211	ON SITE SHREDDING WO# 0208603
08/11/2021	292491	P	10470	COMMERCIAL TIRE INC	\$3,222.09	0	0811211	FLAT REPAIR VEH#6631 WO#62991
08/11/2021	292492	P	31360	COMMONSTREET CONSULTING LLC	\$15,942.53	0	0811211	CENTER PARKWAY NORTH-GAGE-TAPT
08/11/2021	292493	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$1,543.09	0	0811211	WIRE THHN2 QTY 20 - WTP 412 WE
08/11/2021	292494	P	31113	CONWAY DATA, INC.	\$5,500.00	0	0811211	JULY ADVERTISING
08/11/2021	292495	P	11526	CORWIN OF PASCO LLC	\$572.13	0	0811211	VALVE COVER VEH#2444 WO#62841
08/11/2021	292496	P	10830	CULBERT CONSTRUCTION INC	\$216,136.48	0	0811211	1ST STREET WEST OF KINGSGATE W
08/11/2021	292497	P	10452	DAYCO INCORPORATED	\$13,451.20	0	0811211	HP LOAN - 432 CHARBONNEAU
08/11/2021	292498	P	10453	DELTA HEATING & COOLING INC	\$17,050.20	0	0811211	HP LOAN - 2103 SYMONS
08/11/2021	292499	P	10342	BENTON FRANKLIN COUNTIES	\$4,257.59	0	0811211	2ND QUARTER 2021 LIQUOR TAXES
08/11/2021	292500	P	11830	DSU PETERBILT & GMC INC	\$253.68	0	0811211	STUDS, NUTS VEH#3315 WO#62218
08/11/2021	292501	P	10625	EATON CORPORATION	\$9,173.44	0	0811211	UPS MAINTENANCE, 1 YEAR TERM:
08/11/2021	292502	P	10825	ECONOLITE CONTROL PRODUCTS INC	\$10,465.00	0	0811211	2021 CENTRACS SOFTWARE MAINTEN
08/11/2021	292503	P	10825	ECONOLITE CONTROL PRODUCTS INC	\$108.60	0	0811211	TRAFFIC SIGNAL PARTS - QUOTE Q
08/11/2021	292504	P	11251	ENDRESS & HAUSER INC	\$522.57	0	0811211	CCS120 CL2 MAINTENANCE SET
08/11/2021	292505	P	10315	FERGUSON US HOLDINGS INC	\$79.80	0	0811211	BADGER MTN PARK - PLUMBING PAR
08/11/2021	292506	P	12456	FRAMATOME ANP RICHLAND	\$14,640.00	0	0811211	COMMERCIAL LIGHTING REBATE - 2
08/11/2021	292507	P	31564	FNS COLLISION GROUP INC	\$1,954.80	0	0811211	PAINT DOORS WHITE VEH#2499
08/11/2021	292508	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$2,361.77	0	0811211	PHONE SERVICES 07/10-08/09/21
08/11/2021	292509	P	11010	GARDA CL NORTHWEST INC	\$696.76	0	0811211	ARMORED CAR SERVICES AUGUST 20
08/11/2021	292510	P	31398	H.W. LOCHNER INC	\$23,968.67	0	0811211	SOUTH GWW INTERSECTION IMPROVE
08/11/2021	292511	P	10046	HD FOWLER CO	\$1,874.83	0	0811211	SPADE BIT - 16/1 1/2: CUTTER -
08/11/2021	292512	P	11813	HERC RENTALS INC	\$1,726.84	0	0811211	TELEHANDLER LIFT ROPS BOOM TRU
08/11/2021	292513	P	10489	HERITAGE PROFESSIONAL LANDSCAPING INC	\$648.34	0	0811211	JULY LANDSCAPE MAINT - CPMA

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/11/2021	292514	P	11286	HILL INTERNATIONAL INC	\$7,620.96	0	0811211	Project & Const Mgmt Srvs for
08/11/2021	292515	P	31209	WALTEK II, INCORPORATED	\$2,003.60	0	0811211	Wayfinding Signage Testing & S
08/11/2021	292516	P	10628	CPM DEVELOPMENT CORPORATION	\$1,878.13	0	0811211	TACK OIL 242.35 GAL P91638
08/11/2021	292517	P	10496	ITRON INC	\$99,822.80	0	0811211	C69-20 AMI INSTALLATION & DEPL
08/11/2021	292518	P	11667	KENWORTH SALES COMPANY	\$588.12	0	0811211	BRAKE KITS -INCORRECT BILLING
08/11/2021	292519	P	10013	M & M BOLT COMPANY LLC	\$5.19	0	0811211	BOLTS, NUTS VEH#2358 WO#62974
08/11/2021	292520	P	30892	MAGNUM POWER LLC	\$129,028.62	0	0811211	CLUBHOUSE LANE FIBER & POWER P
08/11/2021	292521	P	31509	MARSHA LOUISE FRASER	\$1,700.00	0	0811211	Interim City Manager Performan
08/11/2021	292522	P	11064	MASCOTT EQUIPMENT CO INC	\$676.36	0	0811211	REGULATORS FOR SHOPS
08/11/2021	292523	P	10093	MCCURLEY INTEGRITY DEALERSHIPS, LLC	\$402.81	0	0811211	CABLES VEH#3302 WO#62956
08/11/2021	292524	P	31158	MEADOW SPRINGS COUNTRY CLUB	\$700.00	0	0811211	THERMOSTAT #4 CUSTOM REBATE -
08/11/2021	292525	P	30799	MEDLINE INDUSTRIES INC.	\$1,024.59	0	0811211	GLOVE M, L, XL
08/11/2021	292526	P	10660	MILNE NAIL, POWER TOOL & REPAIR	\$45.60	0	0811211	SOCKET VEH#3341 WO#62830
08/11/2021	292527	P	11147	MODERN MACHINERY CO INC	\$1,492.36	0	0811211	BITS VEH#7143 WO#63012
08/11/2021	292528	P	10371	MOTOROLA SOLUTIONS INC	\$133.86	0	0811211	CABLES FOR PL UPFIT VEH#2498
08/11/2021	292529	P	11153	JT AUTOMOTIVE PARTS, INC	\$1,729.92	0	0811211	BATTERY VEH#2395 WO#62962
08/11/2021	292530	P	11561	ON SCENE MEDICAL SERVICES, P.C.	\$5,090.00	0	0811211	PRE EMP PHYS/HEP B/CLD PHYS/DO
08/11/2021	292531	P	10357	OXARC INC	\$213.94	0	0811211	FIRE EXTINGUISHER VEH#3339 WO#
08/11/2021	292532	P	10027	THE PAPE' GROUP	\$515.32	0	0811211	HYDRAULIC LEAK REPAIR VEH#7142
08/11/2021	292533	P	10232	PERFECTION GLASS INC	\$4,351.87	0	0811211	WINDOW LOAN - 1418 KELLER
08/11/2021	292534	P	11026	POCKETINET COMMUNICATIONS INC	\$770.00	0	0811211	INTERNET SERVICES 08/01-08/31/
08/11/2021	292535	P	10345	POLYDYNE INC	\$2,875.00	0	0811211	POLYMER FOR RDT
08/11/2021	292536	P	10102	PASCO RANCH AND HOME INC	\$2,045.01	0	0811211	PALLET WTR SOFT SALT 50 LB WTP
08/11/2021	292537	P	10047	R.D. OFFUTT COMPANY	\$2,564.25	0	0811211	ROOFS VEH#6631 WO#62940
08/11/2021	292538	P	999001	REC REFUND	\$154.00	0	0811211	damage deposit
08/11/2021	292539	P	999001	REC REFUND	\$22.50	0	0811211	Salsa Class
08/11/2021	292540	P	999001	REC REFUND	\$22.50	0	0811211	Salsa Class
08/11/2021	292541	P	999001	REC REFUND	\$205.50	0	0811211	damage deposit
08/11/2021	292542	P	999001	REC REFUND	\$53.00	0	0811211	Flag Football
08/11/2021	292543	P	11136	RICHARD SCHURFELD	\$258.00	0	0811211	PORTAL SERVICE LOCATES JULY 20
08/11/2021	292544	P	10939	RETAIL LOCKBOX INC	\$2,891.56	0	0811211	UB PAYMENT PROCESSING JULY 202

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/11/2021	292545	P	11012	RH2 ENGINEERING INC	\$10,691.00	0	0811211	CENTER PARKWAY SOUTH-ENVIRONME
08/11/2021	292546	P	10239	CLEARWATER TECH LLC	\$355.71	0	0811211	Plumbing Repairs Citywide Faci
08/11/2021	292547	P	10606	SENIOR LIFE RESOURCES NW INC	\$3,000.00	0	0811211	PUBLID SERVICE GRANT AMT NOT P
08/11/2021	292548	P	999007	SIDEWALK REIMBURSEMENTS	\$488.70	0	0811211	SIDEWALK REIMBURSEMENT @ 2300
08/11/2021	292549	P	10536	SPRAGUE PEST SOLUTIONS	\$411.63	0	0811211	(M) COMMERCIAL GENERAL PEST WW
08/11/2021	292550	P	10359	US LINEN & UNIFORM	\$228.84	0	0811211	SW DISPOSAL SHIRTS
08/11/2021	292551	P	12430	SYSTEMS DESIGN WEST, LLC	\$8,744.70	0	0811211	JUNE EMS BILLING
08/11/2021	292552	P	10961	TACOMA SCREW PRODUCTS INC	\$157.60	0	0811211	SCREWS VEH#3341 WO#62830
08/11/2021	292553	P	10961	TACOMA SCREW PRODUCTS INC	\$177.48	0	0811211	INDUSTRIAL HAND SCRUB (6, 120
08/11/2021	292554	P	30808	TANKMAX INC.	\$625.10	0	0811211	DRIVELINE REBUILD VEH#6000 WO#
08/11/2021	292555	P	11131	SANDRA R NINEMIRE	\$1,701.75	0	0811211	UNIFORM/LAUNDRY SERVICES
08/11/2021	292556	P	11395	INLAND NW FRANCHISING INC	\$775.00	0	0811211	JANITORIAL SERVICES 08/01-08/3
08/11/2021	292557	P	10860	VERIZON WIRELESS	\$879.24	0	0811211	CELL PHONES 06/07-07/06/21
08/11/2021	292558	P	10469	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	\$155.55	0	0811211	VANGIESEN/THAYER INTER IMPR
08/11/2021	292559	P	11015	WEBCHECK INC	\$1,835.34	0	0811211	WEBCHECK SERVICE JULY 2021
08/11/2021	292560	P	31462	WELLABLE LLC	\$525.00	0	0811211	COR Wellness - Wellable Contra
08/11/2021	292561	P	10839	MICHAEL E WEST ENTERPRISES, INC.	\$77.19	0	0811211	SPEEDCRETE AND EUCO RE-COVER -
08/11/2021	292562	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$12,857.72	0	0811211	EMER GEN RENTAL INFLU PLUS XTR
08/11/2021	292563	P	30137	WSP USA INC	\$7,314.82	0	0811211	DUPORTAIL BRIDGE PH 1-RECORD D
08/11/2021	292564	P	10194	XEROX CORPORATION	\$715.70	0	0811211	3UA-367080 JUNE COPY CHARGES -
08/13/2021	292565	P	10439	PYC LLC	\$54.85	0	0813211	LAUNDRY SERVICES JULY 2021
08/13/2021	292566	P	10838	GRIGG ENTERPRISES INC	\$147.32	0	0813211	UN SCH40 SLIP 1-1/4"/MLT CT 6
08/13/2021	292567	P	10157	AMERIGAS	\$98.83	0	0813211	PROPANE TANK RENT
08/13/2021	292568	P	30304	ARRASMITH, DARIN	\$337.40	0	0813211	21-097 ARRASMITH-WEDA SUMMER C
08/13/2021	292569	P	12435	ASPECT CONSULTING, LLC	\$10,421.25	0	0813211	COLUMBIA PARK TRAIL-LESLIE STO
08/13/2021	292570	P	999000	AUREF	\$39.81	0	0813211	2611 EAGLEWATCH LOOP
08/13/2021	292571	P	999000	AUREF	\$18.51	0	0813211	2895 PAULING AVE Apt 124
08/13/2021	292572	P	999000	AUREF	\$213.47	0	0813211	1604 JADWIN AVE E
08/13/2021	292573	P	999000	AUREF	\$247.44	0	0813211	1805 NOVA LN
08/13/2021	292574	P	999000	AUREF	\$655.55	0	0813211	934 SANFORD AVE

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/13/2021	292575	P	999000	AUREF	\$89.86	0	0813211	200 WALDRON ST 60
08/13/2021	292576	P	999000	AUREF	\$34.12	0	0813211	250 GAGE BLVD 3025
08/13/2021	292577	P	999000	AUREF	\$20.79	0	0813211	2555 BELLA COOLA LN Apt 130
08/13/2021	292578	P	999000	AUREF	\$47.58	0	0813211	426 SCOT ST
08/13/2021	292579	P	999000	AUREF	\$68.21	0	0813211	2105 PULLEN ST 24
08/13/2021	292580	P	999000	AUREF	\$141.36	0	0813211	1621 GEORGE WASHINGTON WAY C9
08/13/2021	292581	P	999000	AUREF	\$101.58	0	0813211	250 GAGE BLVD 2015
08/13/2021	292582	P	999000	AUREF	\$127.72	0	0813211	2100 BELLERIVE DR V215
08/13/2021	292583	P	999000	AUREF	\$67.67	0	0813211	309 BERNARD AVE
08/13/2021	292584	P	999000	AUREF	\$60.99	0	0813211	912 WRIGHT AVE
08/13/2021	292585	P	999000	AUREF	\$40.30	0	0813211	250 GAGE BLVD 1107
08/13/2021	292586	P	10502	BAY VALVE SERVICE INC	\$6,170.11	0	0813211	ACTUATOR LABOR AND PARTS WO
08/13/2021	292587	P	10009	COUNTY OF BENTON	\$83,527.07	0	0813211	BENTON COUNTY DISTRICT COURT &
08/13/2021	292588	P	10010	BENTON FRANKLIN HEALTH DISTRICT	\$3,685.00	0	0813211	WATER SAMPLING ANALYSIS WQ
08/13/2021	292589	P	10008	BENTON PUD	\$770.59	0	0813211	BADGER/SILLUSI UTILITIES 06/26
08/13/2021	292590	P	31580	BERLA CORPORATION	\$2,125.00	0	0813211	iVe Training -CONUS - NCFI Gra
08/13/2021	292591	P	11261	BLAC-RAC MANUFACTURING INC	\$1,644.42	0	0813211	BLAC RAC GUN MOUNT VEH#2451
08/13/2021	292592	P	30508	BRIERE, LORI	\$19.30	0	0813211	SUPPLIES FOR GEORGE PROUT POOL
08/13/2021	292593	P	10707	CABOT J DOW	\$787.50	0	0813211	LABOR RELATIONS & NEGOTIATION
08/13/2021	292594	P	10240	CENTRAL HOSE & FITTINGS INC	\$151.41	0	0813211	HOSE ASSY VEH#7143 WO#63043
08/13/2021	292595	P	10847	CERIUM NETWORKS INC	\$325.80	0	0813211	ENGINEER-REMOTE SYS PROGRAMMIN
08/13/2021	292596	P	10597	CHARTER COMMUNICATIONS	\$88.13	0	0813211	SPECTRUM BUSINESS INTERNET PLU
08/13/2021	292597	P	30045	CHARTER COMMUNICATIONS HOLDINGS, LLC	\$166.72	0	0813211	CABLE SERVICES 07/30-08/29/21
08/13/2021	292598	P	30695	CIMRHAKL, CAROLE	\$28.00	0	0813211	MILEAGE REIMB ON 7/22/21
08/13/2021	292599	P	10261	CITY OF RICHLAND	\$492.00	0	0813211	21-092 SANDERS J WDM III AND I
08/13/2021	292600	P	10030	COLE INDUSTRIAL INC	\$443.35	0	0813211	GAS CUTOFF SWITCHES FOR WWTP D
08/13/2021	292601	P	11516	COLEMAN OIL COMPANY	\$26,373.38	0	0813211	WEEKLY CARD LOCK FUEL 8/2-8/8/
08/13/2021	292602	P	11907	SYCURE CORP	\$300.00	0	0813211	100MBPS FULL DUPLEX INTERNET S
08/13/2021	292603	P	10135	CI SUPPORT LLC	\$44.94	0	0813211	Customer Service WO 0208585
08/13/2021	292604	P	30153	CONSILIO LLC	\$456.15	0	0813211	TCRY V. CITY OF RICHLAND

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/13/2021	292605	P	11444	CORPORATE TRANSLATION SERVICES	\$625.65	0	0813211	TRANSLATION SERVICES 07/01-07/
08/13/2021	292606	P	10166	JAMES J DEMYER	\$1,375.00	0	0813211	NON COVERED DENTAL
08/13/2021	292607	P	10139	DEPARTMENT OF ECOLOGY	\$5,649.34	0	0813211	STORMWATER LOAN L9700040-PMT 3
08/13/2021	292608	P	10177	DEPARTMENT OF LABOR & INDUSTRIES	\$71.80	0	0813211	RENEWAL FOR OPERATING CERT WTP
08/13/2021	292609	P	11394	DEVRIES BUSINESS RECORDS MANAGEMENT INC	\$20.20	0	0813211	SHREDDING SERVICES - JULY
08/13/2021	292610	P	11226	DGR GRANT CONSTRUCTION INC	\$798,830.23	0	0813211	Contract 79-20 Design-Build Fi
08/13/2021	292611	P	10146	ENERGY NORTHWEST	\$3,619.00	0	0813211	WATER SAMPLING ANALYSIS WO
08/13/2021	292612	P	11044	EWING IRRIGATION PRODUCTS INC	\$364.20	0	0813211	SUPER MAX UNIVERSAL 24BOLT SOL
08/13/2021	292613	P	10508	FASTENAL COMPANY	\$45.09	0	0813211	5/8" NUTS/SCREWS TM8001
08/13/2021	292614	P	10276	FEDERAL SIGNAL CORPORATION	\$650.92	0	0813211	TRI COLOR LIGHTS FOR UPFITS VE
08/13/2021	292615	P	10315	FERGUSON US HOLDINGS INC	\$134.30	0	0813211	3/4 X 20 PVC PIPE QTY 20WTP ME
08/13/2021	292616	P	31564	FNS COLLISION GROUP INC	\$1,954.80	0	0813211	DOOR PAINT ON NEW POLICE CAR V
08/13/2021	292617	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$74.25	0	0813211	PHONE LINES 08/04-09/03/21
08/13/2021	292618	P	10050	GENERAL PACIFIC INC	\$2,024.37	0	0813211	11141 CONNECTOR, GROUND XFMR,
08/13/2021	292619	P	30404	GLASEN, HEIDI	\$18.00	0	0813211	21-095 GLASEN LUNCH PER DIEM W
08/13/2021	292620	P	10256	HACH COMPANY	\$894.48	0	0813211	AA REAGENT SET CLORINE FREE CL
08/13/2021	292621	P	10046	HD FOWLER CO	\$7,195.73	0	0813211	AC PIP TAP 6" ACRPT CLMP QTY 3
08/13/2021	292622	P	12200	HUGHES FIRE EQUIPMENT, INC	\$258.20	0	0813211	LIGHTS VEH#5050 WO#62427
08/13/2021	292623	P	11471	INGERSOLL RAND COMPANY INDUSTRIAL TECH	\$3,215.84	0	0813211	REPAIR OIL ROOM COMPRESSOR AT
08/13/2021	292624	P	10628	CPM DEVELOPMENT CORPORATION	\$643.74	0	0813211	ASPHALT - HMA 75 1/2" 64-28 35
08/13/2021	292625	P	30005	INTERWEST TECHNOLOGY SYSTEMS INC	\$559.60	0	0813211	GENETEC SECURITY CENTER IP CAR
08/13/2021	292626	P	11843	IRON MOUNTAIN INC	\$213.61	0	0813211	SHRED SERVICE 06/23-07/27/21
08/13/2021	292627	P	30888	IRONESQUE, INC.	\$103.18	0	0813211	GATE REPAIR
08/13/2021	292628	P	10062	IRRIGATION SPECIALISTS INC	\$23.01	0	0813211	2" PVC COUP/2" GALV NIPPLES WT
08/13/2021	292629	P	30568	DAMON JANSEN	\$18.00	0	0813211	21-094 JANSEN LUNCH PER DIEM W
08/13/2021	292630	P	31532	JOHN H CALLOW	\$9,047.00	0	0813211	CONSULTANT SERVICES - CDBG/HOM
08/13/2021	292631	P	10868	KEMIRA WATER SOLUTIONS INC	\$12,549.60	0	0813211	PAX-XL 19 BULK WTPQTY 46,480L
08/13/2021	292632	P	11667	KENWORTH SALES COMPANY	\$227.64	0	0813211	BRAKE KITS VEH#3333 WO#62870
08/13/2021	292633	P	11110	PUD NO. 1 OF KLIKITAT COUNTY	\$450.81	0	0813211	GOLGOTHA UTILITIES 06/29-07/30

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/13/2021	292634	P	10432	LANGUAGE LINE SERVICES INC	\$554.07	0	0813211	TRANSLATION SERVICES 07/01-07/
08/13/2021	292635	P	10219	LES SCHWAB TIRE CENTERS OF WASHINGTON INC	\$10.85	0	0813211	MOUNT,DISMOUNT VEH#5057 WO#630
08/13/2021	292636	P	10013	M & M BOLT COMPANY LLC	\$148.09	0	0813211	NUTS, WASHERS VEH#3315 WO#622
08/13/2021	292637	P	10624	MACKAY & SPOSITO INC	\$11,204.83	0	0813211	Shoreline Stabilz & Col. Pt. M
08/13/2021	292638	P	11064	MASCOTT EQUIPMENT CO INC	\$700.26	0	0813211	REGULATORS FOR SHOPS
08/13/2021	292639	P	11652	MENKE JACKSON BEYER LLP	\$5,136.39	0	0813211	ACCOUNT #456 - RE DENNEY - JUL
08/13/2021	292640	P	11576	MERCER (US) INC	\$7,083.33	0	0813211	CONSULTING SERVICES FOR JUNE 2
08/13/2021	292641	P	31116	BAS INC	\$218.20	0	0813211	BCES SHIRTS FOR CARLI
08/13/2021	292642	P	10083	MONARCH MACHINE & TOOL CO INC	\$217.77	0	0813211	ANGLE METAL VEH#4174 WO#62316
08/13/2021	292643	P	10371	MOTOROLA SOLUTIONS INC	\$133.86	0	0813211	CABLES FOR UPFITS VEH#2499
08/13/2021	292644	P	12494	MURRAYSMITH, INC	\$14,080.77	0	0813211	WWTF AERATION BASIN #2 RETROFI
08/13/2021	292645	P	11153	JT AUTOMOTIVE PARTS, INC	\$18.66	0	0813211	CALIPER RUBBER VEH#2363 WO#630
08/13/2021	292646	P	30912	NORTHWEST RENTAL CENTER, INC.	\$57.80	0	0813211	POLE HEDGE
08/13/2021	292647	P	12217	ONSOLVE INTERMEDIATE HOLDING COMPANY	\$60.00	0	0813211	ONE CALL NOW
08/13/2021	292648	P	10862	PARAMETRIX INC	\$17,937.40	0	0813211	2021 ENVIRON MONITORING, REPOR
08/13/2021	292649	P	10052	PITNEY BOWES INC	\$609.21	0	0813211	Pitney Bowes Supplies July 202
08/13/2021	292650	P	10729	PUMPTech INC	\$278.57	0	0813211	CASING GSKT/BALL BEARING/BALL
08/13/2021	292651	P	10047	R.D. OFFUTT COMPANY	\$213.56	0	0813211	FILTERS VEH#6631 WO#63035
08/13/2021	292652	P	11012	RH2 ENGINEERING INC	\$201.92	0	0813211	WATER RISK & RESILIENCE ASSMT &
08/13/2021	292653	P	30029	RICHARD WHITEHEAD	\$1,000.00	0	0813211	WFTP TRAIN THE TRAINER RENEWAL
08/13/2021	292654	P	10647	RIVER CITY TOWING INC	\$599.47	0	0813211	TOW SERVICE IMMEDIATE RESPONSE
08/13/2021	292655	P	12255	SERVATRON, INC	\$4,003.47	0	0813211	CONSOLE FOR UPFIT VEH#2530
08/13/2021	292656	P	10536	SPRAGUE PEST SOLUTIONS	\$193.63	0	0813211	PEST CONTROL SVCS - AUGUST
08/13/2021	292657	P	10961	TACOMA SCREW PRODUCTS INC	\$11.70	0	0813211	LOCK NUTS, WASHERS VEH#3315 WO
08/13/2021	292658	P	10642	SIRJMR INC	\$133.14	0	0813211	COFFEE DELIVERY AND WATER COOL
08/13/2021	292659	P	11129	TU DECIDES MEDIA INC	\$900.00	0	0813211	2021 CDBG ADA RAMPS - CALL FO
08/13/2021	292660	P	10129	TWIN CITY METALS INC	\$1,237.54	0	0813211	MULTIPLE SIZED STEEL P97003
08/13/2021	292661	P	10106	US LINEN & UNIFORM	\$350.64	0	0813211	SHOP UNIFORMS 7/28/21
08/13/2021	292662	P	10132	HD SUPPLY FACILITIES MAINTENANCE LTD	\$19,115.95	0	0813211	CHEMICAL FEED INJECTION PUMPS
08/13/2021	292663	P	10860	VERIZON WIRELESS	\$160.13	0	0813211	JULY LIFEPACKS

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/13/2021	292664	P	30838	WALLNER, AMANDA	\$1,335.70	0	0813211	21-098 WALLNER-WEDA SUMMER CON
08/13/2021	292665	P	10815	WATER SOLUTIONS INC	\$67.33	0	0813211	WATER FILTRATION 08/07-09/06/2
08/13/2021	292666	P	10194	XEROX CORPORATION	\$1,476.67	0	0813211	8TB-626038 COPIER SVCS 06/21-0
08/18/2021	292667	P	12310	AAA CONCRETE, INC	\$1,394.42	0	0818211	CONCRETE - 3500 PSI EXT 2YD P
08/18/2021	292668	P	10838	GRIGG ENTERPRISES INC	\$86.87	0	0818211	72" 3 VIAL ALUMN BOX LEVEL
08/18/2021	292669	P	10644	ANIXTER INC	\$1,488.09	0	0818211	WAREHOUSE STOCK
08/18/2021	292670	P	10537	APOLLO INC	\$828.08	0	0818211	SILLUSI HVAC REPAIRS
08/18/2021	292671	P	10317	APOLLO SHEET METAL INC	\$429.78	0	0818211	HVAC MT AGREEMENT FOR DATA CEN
08/18/2021	292672	P	31205	ARAMARK UNIFORM & CAREER APPAREL GROUP, INC	\$559.26	0	0818211	LINEN CHARGES FOR JULY
08/18/2021	292673	P	11490	ARCHITECTS WEST INC	\$2,815.00	0	0818211	LITIGATION CONSULTANT-CONTRACT
08/18/2021	292674	P	30307	AT&T MOBILITY	\$332.31	0	0818211	CELL PHONE CHARGE 6/27/21-7/26
08/18/2021	292675	P	999000	AUREF	\$1,218.24	0	0818211	1420 NEVADA AVE
08/18/2021	292676	P	12126	BIG D'S CONSTRUCTION	\$720.00	0	0818211	REFUND-HYDRANT METER #358
08/18/2021	292677	P	10683	BLAZE CONE COMPANY, INC	\$703.00	0	0818211	Traffic cones
08/18/2021	292678	P	10832	BRUCE INC	\$500.00	0	0818211	HP REBATE - 529 DOUBLETREE CT
08/18/2021	292679	P	10019	BRUTZMAN'S OFFICE SOLUTIONS	\$1,008.09	0	0818211	Brutzmans Key Copies_08/2021
08/18/2021	292680	P	10240	CENTRAL HOSE & FITTINGS INC	\$139.08	0	0818211	HYD HOSE VEH#7136 WO#63031
08/18/2021	292681	P	31586	CITY OF LOGAN	\$11.99	0	0818211	INTERLIBRARY LOAN FEE
08/18/2021	292682	P	11772	COLUMBIA COMMUNITY CHURCH	\$709.55	0	0818211	REFUND-HYDRANT METER #390
08/18/2021	292683	P	31581	COLUMBIA PUMPING & CONST	\$709.55	0	0818211	REFUND-HYDRANT METER #388
08/18/2021	292684	P	10223	COLUMBIA RIGGING CORP	\$70.63	0	0818211	SAFETY LATCH KIT VEH#3313 WO#6
08/18/2021	292685	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$7,710.60	0	0818211	POWER OPS COPPER
08/18/2021	292686	P	11526	CORWIN OF PASCO LLC	\$110.70	0	0818211	SENSOR VEH#2432 WO#63029
08/18/2021	292687	P	31555	JULIE DAVIS	\$19.46	0	0818211	PERSONAL REIMBURSEMENT: TARGET
08/18/2021	292688	P	11445	DAY MANAGEMENT CORPORATION	\$2,324.91	0	0818211	ROUTER REPAIR
08/18/2021	292689	P	10453	DELTA HEATING & COOLING INC	\$6,100.00	0	0818211	HP REBATE - 1949 BIRCH
08/18/2021	292690	P	10177	DEPARTMENT OF LABOR & INDUSTRIES	\$1,187.50	0	0818211	RIGHT TO KNOW 2021 FEE ASSESSM
08/18/2021	292691	P	999010	DEVELOPER REFUNDS	\$10,000.00	0	0818211	DEVELOPER DEPOSIT REFUND-WESTC
08/18/2021	292692	P	999010	DEVELOPER REFUNDS	\$15,750.00	0	0818211	DEVELOPER DEPOSIT REFUND-QUAIL
08/18/2021	292693	P	10589	DEZURIK, INC.	\$5,050.21	0	0818211	REPLACEMENT METHANE VALVES FOR

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/18/2021	292694	P	10346	DON PRATT CONSTRUCTION INC	\$699.10	0	0818211	REFUND-HYDRANT METER #388
08/18/2021	292695	P	31491	KORY ELLISON	\$750.00	0	0818211	REFUND-HYDRANT METER #369
08/18/2021	292696	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$2,849.65	0	0818211	TELEPHONE SERVICES 08/10-09/09
08/18/2021	292697	P	10050	GENERAL PACIFIC INC	\$52,688.29	0	0818211	3 PH Transformers
08/18/2021	292698	P	11410	GENUINE AUTO GLASS OF TRI CITIES	\$203.18	0	0818211	WINDSHIELD REPLACEMENT VEH#237
08/18/2021	292699	P	31583	GPT PROPERTIES TRUST	\$129,660.00	0	0818211	COMMERCIAL LIGHTING REBATE - 2
08/18/2021	292700	P	10203	W.W. GRAINGER, INC	\$5,537.65	0	0818211	GRAINGER
08/18/2021	292701	P	10725	GUNARAMA WHOLESALE INC	\$382.84	0	0818211	Pepper spray Jul 2021 (Mk3 + M
08/18/2021	292702	P	11813	HERC RENTALS INC	\$886.65	0	0818211	MINI-EXCAVATOR - BRONCO LN PON
08/18/2021	292703	P	30553	HOTSY OF SPOKANE LLC	\$2,119.87	0	0818211	SOAP FOR CITY CAR WASH
08/18/2021	292704	P	30560	INTERMOUNTAIN LOCK AND SECURITY SUPPLY	\$782.03	0	0818211	DOORS - TRILOGY MORTISE KEYPAD
08/18/2021	292705	P	10628	CPM DEVELOPMENT CORPORATION	\$4,306.48	0	0818211	ASPHALT - HMA 75 1/2" 64-28 35
08/18/2021	292706	P	11104	INTERMOUNTAIN SLURRY SEAL INC	\$750.00	0	0818211	REFUND-HYDRANT METER 317
08/18/2021	292707	P	10063	JACOBS & RHODES INC	\$1,200.00	0	0818211	HP REBATE - 2110 HOWELL
08/18/2021	292708	P	10298	LN CURTIS & SONS	\$1,668.00	0	0818211	FD ENG 5056 EQUIPMENT
08/18/2021	292709	P	10384	M CAMPBELL & COMPANY INC	\$12,300.00	0	0818211	HP REBATE - 36 APOLLO
08/18/2021	292710	P	31382	M&D PROPERTY HOLDINGS	\$690.55	0	0818211	REFUND-HYDRANT METER #316
08/18/2021	292711	P	10624	MACKAY & SPOSITO INC	\$9,430.00	0	0818211	Wayfinding Signage & Gateway P
08/18/2021	292712	VOID	31576	NICHOLAS MCMAHON	\$0.00	182.76	0818211	VOID AFTER UPDATE 08/26/2021
08/18/2021	292713	P	10083	MONARCH MACHINE & TOOL CO INC	\$37.14	0	0818211	ANGLE ALUMINUM VEH#1385 WO#630
08/18/2021	292714	P	11153	JT AUTOMOTIVE PARTS, INC	\$488.17	0	0818211	FLOOR DRY VEH#3336 WO#62316
08/18/2021	292715	P	31505	SPORTSENGINE INC	\$74.00	0	0818211	BACKGROUND CHECKS: LIBRARY
08/18/2021	292716	P	30272	CLEAN CONCEPTS GROUP, INC	\$270.13	0	0818211	VANDALISM - TAGINATOR
08/18/2021	292717	P	31139	NW TECHNICAL TRAINING	\$7,820.00	0	0818211	Advanced Meter Training: Jakob
08/18/2021	292718	P	10981	OIL RE-REFINING CO	\$467.60	0	0818211	USED OIL RECYCLE/HAUL 8/6/21
08/18/2021	292719	P	10357	OXARC INC	\$191.07	0	0818211	FACILITIES - CYLINDER RENTAL -
08/18/2021	292720	P	31272	ZACHARY S MAYNARD	\$1,275.00	0	0818211	MULTIPLE FACILITIES - SEMI-ANN
08/18/2021	292721	P	10918	PALLIS POOL & PATIO	\$3,207.73	0	0818211	PROUT POOL - CHEMICALS
08/18/2021	292722	P	31206	CI - PW LLC	\$48.92	0	0818211	BOTTLED WATER FOR JULY
08/18/2021	292723	P	10971	PARAMOUNT COMMUNICATIONS INC	\$4,752.52	0	0818211	EMERGENCY FIBER REPAIR - THAYE

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/18/2021	292724	P	10232	PERFECTION GLASS INC	\$3,209.70	0	0818211	WINDOW REBATE - 244 ORCHARD WA
08/18/2021	292725	P	30448	PILLAR CONTRACTING LLC	\$711.45	0	0818211	REFUND-HYDRANT METER #319
08/18/2021	292726	P	12238	REXEL USA, INC	\$1,160.63	0	0818211	STATION 73 - ELECTRICAL PARTS
08/18/2021	292727	P	12047	PREMIER ANESTHESIA OF RICHLAND LLC	\$71.74	0	0818211	ISSUED CK TO WRONG ADDRESS - H
08/18/2021	292728	P	30456	PRODIGY HOMES, INC.	\$720.00	0	0818211	REFUND-HYDRANT METER #353
08/18/2021	292729	P	10962	PROFORCE MARKETING INC DBA	\$1,368.36	0	0818211	Training Magazines
08/18/2021	292730	P	31582	QUALITY BACKHOE SERVICES	\$718.10	0	0818211	REFUND-HYDRANT METER #336
08/18/2021	292731	P	10047	R.D. OFFUTT COMPANY	\$849.75	0	0818211	FILTERS VEH#6630 WO#63034
08/18/2021	292732	P	31380	REISS-LANDREAU RESEARCH LLC	\$10,416.20	0	0818211	COLUMBIA PARK TRAIL EAST-CULTU
08/18/2021	292733	P	10647	RIVER CITY TOWING INC	\$48.87	0	0818211	TOW TO CITY SHOPS VEH#2505 WO#
08/18/2021	292734	P	11273	ROUTEWARE INC	\$1,806.90	0	0818211	TABLET 10" PRO
08/18/2021	292735	P	11488	RWC INTERNATIONAL LTD	\$256.83	0	0818211	BLOWER MOTOR ACTUATORS VEH#504
08/18/2021	292736	P	31544	RYCOM INSTRUMENTS INC	\$5,445.98	0	0818211	PATHFINDER PLS
08/18/2021	292737	P	10433	J.R. SETINA MANUFACTURING COMPANY INC.	\$15,408.35	0	0818211	CAGE ACCESSORIES FOR UPFIT VEH
08/18/2021	292738	P	10440	SOLID WASTE SYSTEMS INC	\$3,589.47	0	0818211	FLAT SET VEH#7152 WO#62954
08/18/2021	292739	P	30027	SEATTLE SEWING SOLUTIONS INC	\$3,134.19	0	0818211	Jumpsuits - J. Mason
08/18/2021	292740	P	10536	SPRAGUE PEST SOLUTIONS	\$108.33	0	0818211	STATION 72 - PEST CONTROL
08/18/2021	292741	P	10205	STAR RENTALS & SALES	\$3,105.96	0	0818211	WATER TRUCK RENTAL - LANDFILL
08/18/2021	292742	P	10118	STEEBER'S LOCK SERVICE	\$703.99	0	0818211	PADLOCKS (12 #1, 12 #1LF) FOR
08/18/2021	292743	P	10393	STONEMAN ELECTRIC SUPPLY	\$112.28	0	0818211	COLUMBIA PLAYFIELD - ELECTRICA
08/18/2021	292744	P	11959	STOP STICK, LTD	\$474.58	0	0818211	Stop stick holsters for new ca
08/18/2021	292745	P	11108	THE PERSONAL TOUCH CLEANING INC	\$23,275.92	0	0818211	SHOPS 100 - JANITORIAL - JULY
08/18/2021	292746	P	31214	TITAN HOMES LLC	\$646.85	0	0818211	REFUND-HYDRANT METER #388
08/18/2021	292747	P	10395	TOTAL ENERGY MANAGEMENT INC	\$800.00	0	0818211	PTCS REBATE - 1610 BUTTERNUT
08/18/2021	292748	VOID	11980	WESTERN STATE DESIGN, INC	\$0.00	128.14	0818211	VOID AFTER UPDATE 08/31/2021
08/18/2021	292749	P	11056	WT COX SUBSCRIPTIONS	\$5,947.21	0	0818211	MAGAZINE SUBSCRIPTIONS 2022-20
08/18/2021	292750	P	10194	XEROX CORPORATION	\$535.60	0	0818211	3UA367080 JULY COPY CHARGES PE
08/20/2021	292751	P	10838	GRIGG ENTERPRISES INC	\$10.85	0	0820211	NEON GREEN ROPE E1732
08/20/2021	292752	P	10705	INTERSTATE CONCRETE & ASPHALT COMPANY	\$245.73	0	0820211	5/8" TOP COURSE
08/20/2021	292753	P	10644	ANIXTER INC	\$1,776.77	0	0820211	WAREHOUSE STOCK

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/20/2021	292754	P	999000	AUREF	\$106.37	0	0820211	650 GEORGE WASHINGTON WAY Apt
08/20/2021	292755	P	999000	AUREF	\$73.67	0	0820211	650 GEORGE WASHINGTON WAY Apt
08/20/2021	292756	P	999000	AUREF	\$122.59	0	0820211	650 GEORGE WASHINGTON WAY Apt
08/20/2021	292757	P	999000	AUREF	\$95.50	0	0820211	650 GEORGE WASHINGTON WAY Apt
08/20/2021	292758	P	999000	AUREF	\$39.97	0	0820211	650 GEORGE WASHINGTON WAY Apt
08/20/2021	292759	P	999000	AUREF	\$90.83	0	0820211	650 GEORGE WASHINGTON WAY Apt
08/20/2021	292760	P	999000	AUREF	\$201.42	0	0820211	650 GEORGE WASHINGTON WAY Apt
08/20/2021	292761	P	999000	AUREF	\$48.73	0	0820211	650 GEORGE WASHINGTON WAY Apt
08/20/2021	292762	P	999000	AUREF	\$150.36	0	0820211	650 GEORGE WASHINGTON WAY Apt
08/20/2021	292763	P	999000	AUREF	\$44.84	0	0820211	650 GEORGE WASHINGTON WAY Apt
08/20/2021	292764	P	999000	AUREF	\$91.77	0	0820211	650 GEORGE WASHINGTON WAY Apt
08/20/2021	292765	P	999000	AUREF	\$55.30	0	0820211	650 GEORGE WASHINGTON WAY Apt
08/20/2021	292766	P	999000	AUREF	\$8.78	0	0820211	650 GEORGE WASHINGTON WAY Apt
08/20/2021	292767	P	999000	AUREF	\$20.01	0	0820211	650 GEORGE WASHINGTON WAY Apt
08/20/2021	292768	P	999000	AUREF	\$82.78	0	0820211	650 GEORGE WASHINGTON WAY Apt
08/20/2021	292769	P	999000	AUREF	\$52.98	0	0820211	650 GEORGE WASHINGTON WAY Apt
08/20/2021	292770	P	999000	AUREF	\$124.66	0	0820211	650 GEORGE WASHINGTON WAY Apt
08/20/2021	292771	P	999000	AUREF	\$35.13	0	0820211	650 GEORGE WASHINGTON WAY Apt
08/20/2021	292772	P	999000	AUREF	\$67.58	0	0820211	650 GEORGE WASHINGTON WAY Apt
08/20/2021	292773	P	999000	AUREF	\$76.47	0	0820211	1310 JOLIANNA DR
08/20/2021	292774	P	999000	AUREF	\$100.31	0	0820211	2513 DUPORETAIL ST Apt 258
08/20/2021	292775	P	999000	AUREF	\$25.64	0	0820211	2377 HOOD AVE C
08/20/2021	292776	P	999000	AUREF	\$184.32	0	0820211	305 PIPER ST
08/20/2021	292777	P	999000	AUREF	\$113.11	0	0820211	2676 GRAYHAWK LOOP
08/20/2021	292778	P	999000	AUREF	\$35.99	0	0820211	2372 HOOD AVE E
08/20/2021	292779	P	999000	AUREF	\$57.78	0	0820211	296 TIETON ST
08/20/2021	292780	P	999000	AUREF	\$156.00	0	0820211	2433 GEORGE WASHINGTON WAY 320
08/20/2021	292781	P	999000	AUREF	\$224.33	0	0820211	309 THAYER DR
08/20/2021	292782	P	999000	AUREF	\$10.00	0	0820211	354 VAN GIESEN ST A
08/20/2021	292783	P	999000	AUREF	\$267.48	0	0820211	290 TIETON ST
08/20/2021	292784	P	999000	AUREF	\$259.65	0	0820211	2543 PRESTWICK DR

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/20/2021	292785	P	999000	AUREF	\$104.30	0	0820211	2513 DUPORTAIL ST Apt H357
08/20/2021	292786	P	999000	AUREF	\$93.17	0	0820211	4832 SMITTY DR
08/20/2021	292787	P	999000	AUREF	\$57.09	0	0820211	4209 CORVINA ST
08/20/2021	292788	P	999000	AUREF	\$371.17	0	0820211	118 CHAPARRAL ST
08/20/2021	292789	P	999000	AUREF	\$50.29	0	0820211	1950 BELLERIVE DR 245
08/20/2021	292790	P	999000	AUREF	\$116.96	0	0820211	2000 STEVENS DR 239
08/20/2021	292791	P	999000	AUREF	\$121.04	0	0820211	1330 LOUISIANA ST
08/20/2021	292792	P	999000	AUREF	\$364.01	0	0820211	1143 COLUMBIA PARK TRL
08/20/2021	292793	P	999000	AUREF	\$0.95	0	0820211	2962 CASHMERE DR
08/20/2021	292794	P	999000	AUREF	\$22.33	0	0820211	1046 NEZ PERCE LN
08/20/2021	292795	P	999000	AUREF	\$27.69	0	0820211	2555 BELLA COOLA LN Apt 181
08/20/2021	292796	P	999000	AUREF	\$82.62	0	0820211	227 UNIVERSITY DR Apt 323
08/20/2021	292797	P	999000	AUREF	\$37.02	0	0820211	1422 THAYER DR
08/20/2021	292798	P	999000	AUREF	\$129.72	0	0820211	451 WESTCLIFFE BLVD Apt G352
08/20/2021	292799	P	999000	AUREF	\$58.13	0	0820211	4825 BARBERA ST
08/20/2021	292800	P	999000	AUREF	\$109.97	0	0820211	1577 MEADOW HILLS DR
08/20/2021	292801	P	999000	AUREF	\$0.14	0	0820211	2671 EAGLEWATCH LOOP
08/20/2021	292802	P	999000	AUREF	\$81.55	0	0820211	1933 PENNY ROYAL AVE
08/20/2021	292803	P	999000	AUREF	\$103.46	0	0820211	170 GREENVIEW DR
08/20/2021	292804	P	999000	AUREF	\$166.69	0	0820211	2977 SONORAN DR
08/20/2021	292805	P	999000	AUREF	\$231.92	0	0820211	2349 PARKVIEW AVE
08/20/2021	292806	P	999000	AUREF	\$64.75	0	0820211	3003 QUEENSGATE DR Apt 172
08/20/2021	292807	P	999000	AUREF	\$95.34	0	0820211	1012 RIO SENDA CT
08/20/2021	292808	P	999000	AUREF	\$110.71	0	0820211	1219 FONTANA CT
08/20/2021	292809	P	999000	AUREF	\$9.33	0	0820211	1226 EL MONTE CT
08/20/2021	292810	P	999000	AUREF	\$91.90	0	0820211	4119 CORVINA ST
08/20/2021	292811	P	999000	AUREF	\$35.64	0	0820211	4123 BARBERA ST
08/20/2021	292812	P	999000	AUREF	\$47.34	0	0820211	4251 BARBERA ST
08/20/2021	292813	P	999000	AUREF	\$172.43	0	0820211	2223 HARRIS AVE
08/20/2021	292814	P	999000	AUREF	\$143.64	0	0820211	1125 HILLS WEST WAY
08/20/2021	292815	P	999000	AUREF	\$403.04	0	0820211	1131 APPALOOSA WAY

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/20/2021	292816	P	999000	AUREF	\$35.00	0	0820211	2500 FALCONCREST LOOP
08/20/2021	292817	P	999000	AUREF	\$74.26	0	0820211	386 COLUMBIA POINT DR 202
08/20/2021	292818	P	999000	AUREF	\$167.83	0	0820211	3049 BOBWHITE WAY
08/20/2021	292819	P	999000	AUREF	\$76.51	0	0820211	2619 FALCON LN
08/20/2021	292820	P	999000	AUREF	\$103.80	0	0820211	1438 GENEVA ST
08/20/2021	292821	P	999000	AUREF	\$104.29	0	0820211	1850 SICILY LN
08/20/2021	292822	P	999000	AUREF	\$241.70	0	0820211	119 PINIONWOOD CT
08/20/2021	292823	P	999000	AUREF	\$171.57	0	0820211	2555 BELLA COOLA LN Apt 284
08/20/2021	292824	P	999000	AUREF	\$872.00	0	0820211	1613 PERKINS AVE
08/20/2021	292825	P	999000	AUREF	\$115.42	0	0820211	1940 FAIRWAY DR
08/20/2021	292826	P	999000	AUREF	\$388.63	0	0820211	418 BROADMOOR ST
08/20/2021	292827	P	999000	AUREF	\$10.00	0	0820211	36 COSMIC LN
08/20/2021	292828	P	999000	AUREF	\$55.38	0	0820211	1793 MAUI DR
08/20/2021	292829	P	999000	AUREF	\$10.00	0	0820211	2337 HOOD AVE
08/20/2021	292830	P	999000	AUREF	\$278.89	0	0820211	152 ERICA DR
08/20/2021	292831	P	999000	AUREF	\$4.71	0	0820211	3003 QUEENSGATE DR Apt 271
08/20/2021	292832	P	999000	AUREF	\$209.07	0	0820211	1545 RIMROCK AVE
08/20/2021	292833	P	999000	AUREF	\$86.06	0	0820211	2584 CLARK RIDGE DR
08/20/2021	292834	P	999000	AUREF	\$84.09	0	0820211	1963 SKY MEADOW AVE Unit A
08/20/2021	292835	P	999000	AUREF	\$180.19	0	0820211	1526 MERIWETHER AVE
08/20/2021	292836	P	999000	AUREF	\$5.44	0	0820211	1900 STEVENS DR 719
08/20/2021	292837	P	999000	AUREF	\$167.60	0	0820211	2725 HYDE RD
08/20/2021	292838	P	999000	AUREF	\$234.44	0	0820211	2550 DUPORTAIL ST D223
08/20/2021	292839	P	999000	AUREF	\$51.08	0	0820211	2555 DUPORTAIL ST G356
08/20/2021	292840	P	11079	AUTOZONE STORES LLC	\$166.27	0	0820211	BATTERY CHARGER VEH#4174 WO#62
08/20/2021	292841	P	10518	BEAVER BARK & ROCK	\$420.06	0	0820211	SOIL #23 ENRICHED
08/20/2021	292842	P	11685	CARDINAL HEALTH 130, LLC	\$804.16	0	0820211	SODIUM CL, ONDANSETRON, SUCCIN
08/20/2021	292843	P	31446	CASCADE ENGINEERING INC.	\$35,757.64	0	0820211	96 BLUE CONTAINERS
08/20/2021	292844	P	30116	CHRISTENSEN, INC.	\$280.42	0	0820211	DEF BULK AT SHOPS
08/20/2021	292845	P	10261	CITY OF RICHLAND	\$4,176.80	0	0820211	UTILITIES 07/01-08/02/21
08/20/2021	292846	P	10261	CITY OF RICHLAND	\$215.00	0	0820211	BLA - 606 JADWIN

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/20/2021	292847	P	10261	CITY OF RICHLAND	\$714.26	0	0820211	21-030 PETERSEN WSNA CONF ADV
08/20/2021	292848	P	11516	COLEMAN OIL COMPANY	\$21,677.15	0	0820211	WEEKLY CARD LOCK FUEL REPORT 8
08/20/2021	292849	P	10031	COLUMBIA BASIN COLLEGE	\$458.40	0	0820211	B.B, C.D, T.E, J.W - SPRING EM
08/20/2021	292850	P	10470	COMMERCIAL TIRE INC	\$5,927.86	0	0820211	COMMERCIAL TIRE REPAIR VEH#333
08/20/2021	292851	P	11526	CORWIN OF PASCO LLC	\$3,379.97	0	0820211	KEYS VEH#3329 WO#63046
08/20/2021	292852	P	11445	DAY MANAGEMENT CORPORATION	\$195.48	0	0820211	PROGRAM GUN MOUNT VEH#2450 WO#
08/20/2021	292853	P	999010	DEVELOPER REFUNDS	\$186,472.56	0	0820211	DEVELOPER DEPOSIT REFUND-GOOSE
08/20/2021	292854	P	31170	HIS DIME, LLC	\$3,642.60	0	0820211	DECALS VEH#2531 WO#63086
08/20/2021	292855	P	10268	FEDERAL EXPRESS CORP	\$107.06	0	0820211	SAMPLE SHIPPING TO ALS FPO DEL
08/20/2021	292856	P	10276	FEDERAL SIGNAL CORPORATION	\$498.96	0	0820211	TRI COLOR LEDS FOR UPFIT VEH#2
08/20/2021	292857	P	31564	FNS COLLISION GROUP INC	\$1,954.80	0	0820211	PAINT DOORS WHITE VEH#2530
08/20/2021	292858	P	11010	GARDA CL NORTHWEST INC	\$95.00	0	0820211	SO EXCESS LIABILITY 7/6/2021 &
08/20/2021	292859	P	10050	GENERAL PACIFIC INC	\$2,294.17	0	0820211	POWER OPS PEDESTAL
08/20/2021	292860	P	11410	GENUINE AUTO GLASS OF TRI CITIES	\$326.52	0	0820211	WINDSHIELD INSTALLMENT VEH#250
08/20/2021	292861	P	30425	ADRIANNE HALL	\$15.39	0	0820211	Refund overpayment of FICA & F
08/20/2021	292862	P	12480	HALO BRANDED SOLUTIONS INC	\$6,413.96	0	0820211	COVID BUSINESS SUPPORT - SANIT
08/20/2021	292863	P	31589	DOUGLASS HERIC	\$42.20	0	0820211	Refund overpyament FICA MC 202
08/20/2021	292864	P	30560	INTERMOUNTAIN LOCK AND SECURITY SUPPLY	\$703.37	0	0820211	BEST KEY INSTALL- CYL HOUSING
08/20/2021	292865	P	10628	CPM DEVELOPMENT CORPORATION	\$9,139.50	0	0820211	TACK OIL 169.41 GAL P91638
08/20/2021	292866	P	31585	JACKSON GROUP PETERBILT, INC.	\$640.53	0	0820211	DRIVE FAN VEH#3332 WO#62678
08/20/2021	292867	P	10071	KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY	\$410.40	0	0820211	IRRIGATION SYSTEM PARTS - WWTF
08/20/2021	292868	P	11667	KENWORTH SALES COMPANY	\$76.26	0	0820211	FILTERS VEH#3340 WO#63072
08/20/2021	292869	P	10219	LES SCHWAB TIRE CENTERS OF WASHINGTON INC	\$1,098.56	0	0820211	TIRES VEH#2505 WO#63092
08/20/2021	292870	P	10319	LIFE INSURANCE COMPANY OF NORTH AMERICA	\$29,283.00	0	0820211	FLI051384 Premiums - August 20
08/20/2021	292871	P	10556	MAGELLAN HEALTHCARE INC	\$739.04	0	0820211	EAP Premium August 2021
08/20/2021	292872	P	10316	MCDONALD & ASSOCIATES INC	\$325.80	0	0820211	STOCK - TOP SOIL
08/20/2021	292873	P	11428	MIGHTY JOHNS PORTABLE TOILET & SEPTIC SERVICE INC	\$1,590.00	0	0820211	SKATE PARK - PORT-A-POTTY RENT
08/20/2021	292874	P	10110	MILESTONE ATHLETIC SUPPLY INC	\$1,020.84	0	0820211	COLUMBIA PLAYFIELD - BASE REPL

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/20/2021	292875	P	10751	CAR WASH PARTNERS INC	\$5.00	0	0820211	CITY CAR WASH VEH#2466 WO#6312
08/20/2021	292876	P	10083	MONARCH MACHINE & TOOL CO INC	\$188.07	0	0820211	METAL VEH#4174 WO#62316
08/20/2021	292877	P	10358	MOON SECURITY SERVICES INC	\$417.04	0	0820211	SERVICE CALL 7/26/21
08/20/2021	292878	P	11153	JT AUTOMOTIVE PARTS, INC	\$1,551.84	0	0820211	CORE VEH#2358 WO#62974
08/20/2021	292879	P	30088	NCR PAYMENT SOLUTIONS CORPORATION	\$3,259.90	0	0820211	MERCHANT SERVICE CHARGES JULY
08/20/2021	292880	P	30273	NORTHWEST EQUIPMENT SALES, INC	\$231.14	0	0820211	FILTERS VEH#3342 WO#63073
08/20/2021	292881	P	10027	THE PAPE' GROUP	\$675.38	0	0820211	JACKS VEH#6643 WO#63042
08/20/2021	292882	P	10456	PERMIT SURVEYING INC	\$1,062.50	0	0820211	2021 General Surveying Service
08/20/2021	292883	P	10102	PASCO RANCH AND HOME INC	\$108.59	0	0820211	BOOTS - GRUBENHOFF
08/20/2021	292884	P	10047	R.D. OFFUTT COMPANY	\$117.24	0	0820211	WHEEL KIT, ARMS VEH#6616 WO#63
08/20/2021	292885	P	10857	ROGER G WRIGHT	\$12,660.00	0	0820211	2020 PROJECT MANAGEMENT SERVIC
08/20/2021	292886	P	11012	RH2 ENGINEERING INC	\$854.51	0	0820211	WWTF DIGESTER IMPROVEMENTS - 3
08/20/2021	292887	P	12318	RINGOLD EMBROIDERY	\$2,186.37	0	0820211	FD UNIFORM ORDER
08/20/2021	292888	P	10239	CLEARWATER TECH LLC	\$5,518.91	0	0820211	ASSIST W/BACKUP AT 1504 JOHNST
08/20/2021	292889	P	11488	RWC INTERNATIONAL LTD	\$3,844.37	0	0820211	A/C REPAIR VEH#5042 WO#62677
08/20/2021	292890	P	11629	TRUCKPRO HOLDING CORPORATION	\$165.44	0	0820211	LIGHTS VEH#5036 WO#63087
08/20/2021	292891	P	10440	SOLID WASTE SYSTEMS INC	\$2,578.88	0	0820211	SKIT PLATE, FLAP SET VEH#7152
08/20/2021	292892	P	10536	SPRAGUE PEST SOLUTIONS	\$1,145.46	0	0820211	RCC - PEST CONTROL
08/20/2021	292893	P	10393	STONEWAY ELECTRIC SUPPLY	\$671.95	0	0820211	JOHN DAM - ELECTRICAL PARTS
08/20/2021	292894	P	10961	TACOMA SCREW PRODUCTS INC	\$38.19	0	0820211	BOTTOM TAP & CARBON STEEL HEX
08/20/2021	292895	P	31051	THE GOODYEAR TIRE & RUBBER COMPANY	\$1,823.58	0	0820211	ENFORCER PURSUIT TIRES VEH#950
08/20/2021	292896	P	11911	TWG CONSULTING CORP.	\$4,120.00	0	0820211	The Wesley Group 2021 Services
08/20/2021	292897	P	10481	WEST PUBLISHING CORPORATION	\$2,398.01	0	0820211	ONLINE/SOFTWARE SUBSCRIPTION C
08/20/2021	292898	P	10395	TOTAL ENERGY MANAGEMENT INC	\$509.60	0	0820211	Substation Cooling Unit Repair
08/20/2021	292899	P	10749	TRAFFICWARE CORPORATION	\$2,931.11	0	0820211	SYNCHRO + SIM TRAFFIC 11 UPGRA
08/20/2021	292900	P	30040	ULINE	\$1,263.81	0	0820211	RED STORAGE CABINET
08/20/2021	292901	P	10512	US BANK N A	\$375.00	0	0820211	JULY 2021 POOLED INVESTMENT CU
08/20/2021	292902	P	31285	VIDEOLINK INC	\$54.58	0	0820211	HEADSET PARTS
08/20/2021	292903	P	10138	WA STATE AUDITOR'S OFFICE	\$26,352.30	0	0820211	AUDIT SERVICES JULY 2021
08/20/2021	292904	P	11846	WESTERN EQUIPMENT & IRRIGATION DISTRIBUTORS	\$1,778.98	0	0820211	FAN VEH#7172 WO#63026

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/20/2021	292905	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$625.00	0	0820211	A/C REPAIR VEH#7162 WO#63088
08/20/2021	292906	P	10147	WILBUR-ELLIS HOLDINGS II, INC	\$1,904.84	0	0820211	70/30 MIX SEED
08/20/2021	292907	P	10194	XEROX CORPORATION	\$795.43	0	0820211	7HB-469027 AUGUST 2021 BASE CH
08/23/2021	292908	P	10014	JOHN S BOARDMAN	\$464.96	0	082321FP	NON COVERED MEDICAL
08/23/2021	292909	P	10023	HENRY CARRICK	\$6,771.00	0	082321FP	NON COVERED MEDICAL
08/23/2021	292910	P	10045	ALLEN LARRY FERRIANS	\$10,411.00	0	082321FP	NON COVERED MEDICAL
08/23/2021	292911	P	31591	ANNE, JOHNSON	\$500.00	0	082321FP	DEATH BENEFIT
08/23/2021	292912	P	10704	HAROLD JONES	\$195.92	0	082321FP	NON COVERED RX
08/23/2021	292913	P	10167	MIKE CASE	\$312.35	0	082321PP	NON COVERED RX
08/23/2021	292914	P	10048	DOUGLAS D DRIVER	\$39.88	0	082321PP	NON COVERED MEDICAL
08/23/2021	292915	P	10054	HEASTON & THOMPSON VISION CLINIC	\$39.00	0	082321PP	NON COVERED MEDICAL
08/23/2021	292916	P	10332	RANDAL L TAYLOR	\$48.90	0	082321PP	NON COVERED MEDICAL
08/25/2021	292917	P	10838	GRIGG ENTERPRISES INC	\$816.40	0	0825211	HOWARD AMON - WASP SPRAY
08/25/2021	292918	P	11197	LUCAS M MILLER	\$350.00	0	0825211	2021 RAILROAD CROSSING INSPECT
08/25/2021	292919	P	12417	AHBL, INC	\$2,017.50	0	0825211	LAND USE PLANNING CONSULTANT
08/25/2021	292920	P	10347	AIREFCO INC	\$69.29	0	0825211	DUAL RUN CAPACITOR WTP CLORINE
08/25/2021	292921	P	11126	B AND B TRAILERS LLC	\$217.20	0	0825211	HINGE COVER VEH#4174 WO#62316
08/25/2021	292922	P	10518	BEAVER BARK & ROCK	\$1,962.28	0	0825211	MCMURRAY PARK - REBARK BEDS
08/25/2021	292923	P	31590	BIG 5 CORPORATION	\$1,426.00	0	0825211	COMMERCIAL LIGHTING REBATE - 7
08/25/2021	292924	P	12389	BLUE MOUNTAIN TELECOMMUNICATION SERVICES	\$394.40	0	0825211	FIBER BUILD- FIRE STATION 75 C
08/25/2021	292925	P	10546	BOUND TREE MEDICAL LLC	\$299.70	0	0825211	CARDIAC ADULT ELECTRODES
08/25/2021	292926	P	11685	CARDINAL HEALTH 130, LLC	\$32.86	0	0825211	MMCAP SHAREBACK, SEE ATTACHMEN
08/25/2021	292927	P	10026	CASCADE NATURAL GAS CORP	\$1,395.08	0	0825211	LIBRARY - GAS BILL - AUGUST
08/25/2021	292928	P	10123	CASCADE TITLE COMPANY	\$280.00	0	0825211	GILBERT RECONVEYANCE DT#2006-0
08/25/2021	292929	P	10240	CENTRAL HOSE & FITTINGS INC	\$7.09	0	0825211	COLUMBIA PLAYFIELD - DRINKING
08/25/2021	292930	P	30116	CHRISTENSEN, INC.	\$3,612.67	0	0825211	DEF, OIL FOR SHOPS
08/25/2021	292931	P	10055	CITY OF PASCO	\$21,447.55	0	0825211	ANIMAL SHELTERING SERVICES AUG
08/25/2021	292932	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$130.32	0	0825211	STATION 71 - LITES
08/25/2021	292933	P	10177	DEPARTMENT OF LABOR & INDUSTRIES	\$268.20	0	0825211	LIBRARY - ANNUAL OPERATING PER
08/25/2021	292934	P	10114	EMPIRE RUBBER & SUPPLY CO	\$187.17	0	0825211	VANDALISM - BADGER PLAYFIELD -

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/25/2021	292935	P	10276	FEDERAL SIGNAL CORPORATION	\$4,774.79	0	0825211	LED LIGHTS FOR UPFIT VEH#2531
08/25/2021	292936	P	10657	FRONTIER TITLE & ESCROW COMPANY	\$285.00	0	0825211	RECOVEYANCE - TRINIDAD
08/25/2021	292937	P	31592	HARBOR FREIGHT TOOLS #49	\$550.00	0	0825211	COMMERCIAL LIGHTING REBATE - 3
08/25/2021	292938	P	11313	HAYDEN HOMES	\$963.99	0	0825211	RLI PMT RECEIVED IN ERROR HAYD
08/25/2021	292939	P	12201	IMAGETREND INC	\$21,141.76	0	0825211	2021 ANNUAL FEES
08/25/2021	292940	P	10628	CPM DEVELOPMENT CORPORATION	\$44,011.57	0	0825211	ASPHALT - HMA 75-3/8" 64H-28 2
08/25/2021	292941	P	10406	JUB ENGINEERS INC	\$778.50	0	0825211	2021 LARGE DIAMETER SEWER CLEA
08/25/2021	292942	P	10432	LANGUAGE LINE SERVICES INC	\$349.20	0	0825211	TRANSLATION SERVICES 07/01-07/
08/25/2021	292943	P	30799	MEDLINE INDUSTRIES INC.	\$188.04	0	0825211	EXAM GLOVES XL, NONSKID BLUE S
08/25/2021	292944	P	31264	NORTHBANK CIVIL AND MARINE INC	\$92,800.53	0	0825211	COLUMBIA RIVER INTAKE SCREEN
08/25/2021	292945	P	11561	ON SCENE MEDICAL SERVICES, P.C.	\$1,036.00	0	0825211	ON SCENE MEDICAL KEATON, GRUBE
08/25/2021	292946	P	10971	PARAMOUNT COMMUNICATIONS INC	\$30,202.75	0	0825211	EMG FIBER REPAIR HORN RAPIDS,
08/25/2021	292947	P	11012	RH2 ENGINEERING INC	\$440.75	0	0825211	WTP INTAKE SCREEN UPGRADE, CON
08/25/2021	292948	P	11273	ROUTEWARE INC	\$238.48	0	0825211	USB VEH#3333 WO#63144
08/25/2021	292949	P	11022	MARY LOU GNOZA	\$65.16	0	0825211	3X PANTS HEMMED KARSPECK
08/25/2021	292950	P	11785	SOLENIS LLC	\$7,361.35	0	0825211	POLYMER FOR BFPS
08/25/2021	292951	P	11166	TAPANI INC	\$54,392.90	0	0825211	MANSFIELD SEWER & STORM REPAIR
08/25/2021	292952	P	10612	EUROFINS ENVIRONMENT TESTING AMERICA HOLDINGS INC	\$8,426.00	0	0825211	2021 LANDFILL GROUNDWWATER MON
08/25/2021	292953	P	11292	ROBYNNE ELAYNE THAXTON	\$1,750.00	0	0825211	FIRE STATIONS PROJECT
08/25/2021	292954	P	31051	THE GOODYEAR TIRE & RUBBER COMPANY	\$1,823.58	0	0825211	2020 PURSUIT TIRES VEH#9500 WO
08/25/2021	292955	P	10395	TOTAL ENERGY MANAGEMENT INC	\$1,890.00	0	0825211	SAINT ST MTN BLDG HVAC UPGRADE
08/25/2021	292956	P	10861	TRICOMP INC	\$970.00	0	0825211	JULY ADVERTISING
08/25/2021	292957	P	10907	TRI CITY REGIONAL CHAMBER OF COMMERCE	\$50.00	0	0825211	MEMBER LUNCHEON
08/25/2021	292958	P	12160	TYLER TECHNOLOGIES, INC	\$101,214.11	0	0825211	EnerGov per Contract 184-17 Am
08/25/2021	292959	P	10860	VERIZON WIRELESS	\$967.43	0	0825211	CELL PHONES 07/07-08/06/21
08/25/2021	292960	P	11846	WESTERN EQUIPMENT & IRRIGATION DISTRIBUTORS	\$893.75	0	0825211	TINES, WASHERS, NUTS VEH#4000
08/27/2021	292961	P	31318	A WORKSAFE SERVICE INC	\$165.00	0	0827211	DRUG PRE-EMP TESTING: CARTAGEN
08/27/2021	292962	P	12310	AAA CONCRETE, INC	\$1,425.38	0	0827211	TOP COURSE
08/27/2021	292963	P	10000	KBL, INC.	\$1.09	0	0827211	LAMINATING - S. NYBY
08/27/2021	292964	P	31231	ABM INDUSTRIES INC	\$17,884.05	0	0827211	MULTIPLE FACILITITES JANITORIA

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/27/2021	292965	P	10838	GRIGG ENTERPRISES INC	\$1,505.88	0	0827211	CITY HALL - HOOKS, FASTENERS
08/27/2021	292966	P	31437	ADEPT TESTING OCCUPATIONAL MEDICINE LLC	\$220.00	0	0827211	PRE-EMP PHYSICALS - C MEYER
08/27/2021	292967	P	11492	ALS GROUP USA CORP	\$2,544.00	0	0827211	WWTF INFLUENT/EFFLUENT 06-16-2
08/27/2021	292968	P	10598	AMERICAN CASTING & MANUFACTURING CORP	\$760.20	0	0827211	METER SEALS
08/27/2021	292969	P	10644	ANIXTER INC	\$17,056.66	0	0827211	POWER OPS DEVICES UG
08/27/2021	292970	P	10547	ARBAUGH & ASSOCIATES INC	\$3,455.16	0	0827211	CONTRACT FEES - JULY 2021
08/27/2021	292971	P	999000	AUREF	\$28.28	0	0827211	650 GEORGE WASHINGTON WAY Apt
08/27/2021	292972	P	999000	AUREF	\$93.30	0	0827211	451 WESTCLIFFE BLVD Apt F244
08/27/2021	292973	P	999000	AUREF	\$200.48	0	0827211	1950 BELLERIVE DR 236
08/27/2021	292974	P	999000	AUREF	\$172.70	0	0827211	155 KEENE RD
08/27/2021	292975	P	999000	AUREF	\$80.00	0	0827211	1026 RIO SENDA CT
08/27/2021	292976	P	999000	AUREF	\$250.00	0	0827211	1356 DELAWARE AVE
08/27/2021	292977	P	999000	AUREF	\$56.59	0	0827211	1900 STEVENS DR 313
08/27/2021	292978	P	999000	AUREF	\$376.58	0	0827211	1928 GEORGE WASHINGTON WAY L4
08/27/2021	292979	P	999000	AUREF	\$66.88	0	0827211	303 GAGE BLVD 111
08/27/2021	292980	P	999000	AUREF	\$187.62	0	0827211	1950 BELLERIVE DR 222
08/27/2021	292981	P	999000	AUREF	\$132.90	0	0827211	500 LAKEROSE LOOP
08/27/2021	292982	P	999000	AUREF	\$203.43	0	0827211	3043 BOBWHITE WAY
08/27/2021	292983	P	999000	AUREF	\$128.97	0	0827211	1950 KEENE RD Ste F100
08/27/2021	292984	P	999000	AUREF	\$55.20	0	0827211	4801 WHITE DR
08/27/2021	292985	P	999000	AUREF	\$7.60	0	0827211	2870 CABELA CT
08/27/2021	292986	P	999000	AUREF	\$128.45	0	0827211	2100 BELLERIVE DR EE51
08/27/2021	292987	P	11079	AUTOZONE STORES LLC	\$1,101.61	0	0827211	RADIATOR VEH#3319 WO#63118
08/27/2021	292988	P	10301	BAVCO	\$131.63	0	0827211	COL PT MARINA - COMM DOCK - BA
08/27/2021	292989	P	10518	BEAVER BARK & ROCK	\$854.57	0	0827211	WYE PARK - CONCRETE
08/27/2021	292990	P	10281	BENTON COUNTY	\$135,105.05	0	0827211	CUSTODY COSTS JULY 2021
08/27/2021	292991	P	10009	COUNTY OF BENTON	\$28.79	0	0827211	2021 NOXIOUS WEED/MOSQUITO ASS
08/27/2021	292992	P	10008	BENTON PUD	\$965.80	0	0827211	C-SC157A PRE-NOTIFICATION SERV
08/27/2021	292993	P	11272	BOYD'S TREE SERVICE LLC	\$654.42	0	0827211	TREE PRUNING & VEGETATION MANA
08/27/2021	292994	P	12320	BUILDERS FIRSTSOURCE, INC	\$1,390.56	0	0827211	DROLLINGER PHASE II - GAZEBO R

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/27/2021	292995	P	12229	CANON FINANCIAL SERVICES, INC	\$763.42	0	0827211	CANON-IRC55501-XLG04984-JULY 2
08/27/2021	292996	P	10026	CASCADE NATURAL GAS CORP	\$14.11	0	0827211	NATURAL GAS USAGE 07/20-08/17/
08/27/2021	292997	P	10841	CASELLE INC	\$169.33	0	0827211	CASELLE CONTRACT SUPPORT AND M
08/27/2021	292998	P	10240	CENTRAL HOSE & FITTINGS INC	\$744.21	0	0827211	SMALL EQUIP REPAIR - PRESSURE
08/27/2021	292999	P	11112	CENTURYLINK COMMUNICATIONS LLC	\$110.67	0	0827211	LONG DISTANCE 08/06-09/05/21
08/27/2021	293000	P	10250	CH2O INC	\$64.49	0	0827211	BOILER TESTING WWTF - JUL '21
08/27/2021	293001	P	10261	CITY OF RICHLAND	\$21,806.72	0	0827211	LANDFILL CHARGES - JUNE
08/27/2021	293002	P	11516	COLEMAN OIL COMPANY	\$20,794.98	0	0827211	WEEKLY CARD LOCK FUEL 8/16-8/2
08/27/2021	293003	P	11644	COLLABWARE	\$875.00	0	0827211	SUPPORT
08/27/2021	293004	P	11907	SYCURE CORP	\$830.00	0	0827211	100 MBPS FULL DUPLEX INTERNET
08/27/2021	293005	P	10135	CI SUPPORT LLC	\$71.96	0	0827211	ONSITE SHREDDING WO# 0209604 -
08/27/2021	293006	P	10470	COMMERCIAL TIRE INC	\$7,069.42	0	0827211	FLAT REPAIR VEH#2415 WO#63166
08/27/2021	293007	P	11205	CONCRETE SPECIAL TIES INC	\$32.04	0	0827211	WYE LEVEE - IRRIGATION PARTS
08/27/2021	293008	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$6,636.51	0	0827211	RCC - LITES
08/27/2021	293009	P	11526	CORWIN OF PASCO LLC	\$1,854.72	0	0827211	BUMPER VEH#3316 WO#63130
08/27/2021	293010	P	10858	CROWN PAPER & JANITORIAL SUPPLY INC	\$6,673.91	0	0827211	JANITORIAL PAPER PRODUCTS
08/27/2021	293011	P	10756	DELL MARKETING LP	\$16,765.46	0	0827211	DELL LATITUDE 5420 AND DOCK Q#
08/27/2021	293012	P	10453	DELTA HEATING & COOLING INC	\$500.00	0	0827211	HP REBATE - 220 THAYER
08/27/2021	293013	P	11391	DESERT GREEN TURF INC	\$1,862.46	0	0827211	BADGER MTN PLAYFIELD - SOD
08/27/2021	293014	P	30188	DIMENSIONAL COMMUNICATIONS INC.	\$1,284.20	0	0827211	DIMENSIONAL COMMUNICATIONS ADD
08/27/2021	293015	P	30107	DNV GL USA, INC.	\$5,475.22	0	0827211	340-19 SYNERGI ANNUAL MNTC & S
08/27/2021	293016	P	10801	DOMESTIC VIOLENCE SVCS OF BNTN & FRNKLN COUNTIES	\$888.50	0	0827211	DOMESTIC VIOLENCE ADVOCACY JUL
08/27/2021	293017	P	10825	ECONOLITE CONTROL PRODUCTS INC	\$1,542.12	0	0827211	TRAFFIC SIGNAL PARTS - QUOTE Q
08/27/2021	293018	P	31502	HASSAN M SHABAN	\$6,650.00	0	0827211	C127-21 CETA SECTION 12 ENERGY
08/27/2021	293019	P	30356	JOHN T CLARY	\$300.00	0	0827211	PRE-EMP POLYGRAPH DISPATCH - D
08/27/2021	293020	P	11044	EWING IRRIGATION PRODUCTS INC	\$1,133.48	0	0827211	HOWARD AMON - IRRIGATION REPAI
08/27/2021	293021	P	10044	FARMERS EXCHANGE	\$624.54	0	0827211	SMALL EQUIP REPAIR - STARTER R
08/27/2021	293022	P	31170	HIS DIME, LLC	\$27.15	0	0827211	DECALS VEH#4174 WO#62316
08/27/2021	293023	P	10508	FASTENAL COMPANY	\$244.44	0	0827211	WORM DRIVE CLAMP
08/27/2021	293024	P	10276	FEDERAL SIGNAL CORPORATION	\$1,258.80	0	0827211	TRI COLOR LIGHTS FOR UPFIT VEH

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/27/2021	293025	P	10315	FERGUSON US HOLDINGS INC	\$241.23	0	0827211	HOWARD AMON - PLUMBING REPAIR
08/27/2021	293026	P	12111	CRAIG WALKER COMMUNICATIONS INC	\$250.00	0	0827211	FLASH ALERT SEPT 2021 - AUG 20
08/27/2021	293027	P	31421	GARY A TUCCI	\$29,074.08	0	0827211	JULY 2021 HRSST GENERATION
08/27/2021	293028	P	10203	W.W. GRAINGER, INC	\$1,754.64	0	0827211	10539 PAINT, MARKING, APWA BLU
08/27/2021	293029	P	10046	HD FOWLER CO	\$2,440.84	0	0827211	BRASS VALVES
08/27/2021	293030	P	11813	HERC RENTALS INC	\$323.63	0	0827211	BACKHOE BUCKET RENTAL
08/27/2021	293031	P	10294	HORIZON DISTRIBUTION INC	\$127.32	0	0827211	HORIZON
08/27/2021	293032	P	30560	INTERMOUNTAIN LOCK AND SECURITY SUPPLY	\$79.91	0	0827211	DOORS - DEADBOLTS
08/27/2021	293033	P	31585	JACKSON GROUP PETERBILT, INC.	\$56.33	0	0827211	FILTER VEH#3340 WO#63062
08/27/2021	293034	P	10290	JIM'S PACIFIC GARAGES INC	\$20.07	0	0827211	MUD FLAPS VEH#3352 WO#63133
08/27/2021	293035	P	10071	KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY	\$432.56	0	0827211	IRRIGATION ROTATORS FOR SPRINK
08/27/2021	293036	P	31520	THEODORE BLAINE LIGHT III	\$7,787.50	0	0827211	145-21 CPA & CLEAN ENERGY IMPL
08/27/2021	293037	P	10298	LN CURTIS & SONS	\$175.93	0	0827211	PROTECH POUCHES (6)
08/27/2021	293038	P	10316	MCDONALD & ASSOCIATES INC	\$162.90	0	0827211	STOCK - TOP SOIL
08/27/2021	293039	P	11456	GARY N MCLEAN	\$21,202.50	0	0827211	HEARING EXAMINER SERVICES
08/27/2021	293040	P	31576	NICHOLAS MCMAHON	\$182.76	0	0827211	TRIP 21-093 MCMAHON-REIMBURSEM
08/27/2021	293041	P	11428	MIGHTY JOHNS PORTABLE TOILET & SEPTIC SERVICE INC	\$926.00	0	0827211	SKATE PARK - PORT-A-POTTY RENT
08/27/2021	293042	P	11835	MILLER PAINT COMPANY INC	\$594.00	0	0827211	SMALL ASSETS - GARBAGE CAN PAI
08/27/2021	293043	P	10358	MOON SECURITY SERVICES INC	\$597.95	0	0827211	MULTIPLE FACILITIES - FIRE MON
08/27/2021	293044	P	11429	MOSS ADAMS LLP	\$8,921.00	0	0827211	2019-2020 Self Insured Medical
08/27/2021	293045	P	11153	JT AUTOMOTIVE PARTS, INC	\$1,693.44	0	0827211	CABIN FILTER VEH#3344 WO#63131
08/27/2021	293046	P	31505	SPORTSENGINE INC	\$148.00	0	0827211	BACKGROUND CHECKS: PARKS & REC
08/27/2021	293047	P	30273	NORTHWEST EQUIPMENT SALES, INC	\$1,732.74	0	0827211	CYLINDER VEH#3342 WO#63135
08/27/2021	293048	P	10357	OXARC INC	\$296.97	0	0827211	WELDING SHOP SUPPLIES
08/27/2021	293049	P	10232	PERFECTION GLASS INC	\$2,448.00	0	0827211	WINDOW REBATE - 2324 HOOD
08/27/2021	293050	P	999002	PERMIT REFUND	\$532.00	0	0827211	Tanninen-4260 Potlatch-refund
08/27/2021	293051	P	10456	PERMIT SURVEYING INC	\$1,425.00	0	0827211	2021 General Surveying Service
08/27/2021	293052	P	31210	LEPS-PSS, PLLC	\$775.00	0	0827211	SAR & POST-COE PSYCH EVAL: CRU
08/27/2021	293053	P	10047	R.D. OFFUTT COMPANY	\$1,973.06	0	0827211	ADDED 4TH AND 5TH HYD VALVE KI

Accounts Payable Checks

8/1/2021 - 8/31/2021

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
08/27/2021	293054	P	11488	RWC INTERNATIONAL LTD	\$55.30	0	0827211	LEVER LINK ASSY VEH#5042 WO#63
08/27/2021	293055	P	10209	SAFETY-KLEEN SYSTEMS INC	\$3,339.45	0	0827211	STREETS DECANT OIL/GREASE SEPA
08/27/2021	293056	P	12003	SHI INTERNATIONAL CORP	\$8,286.71	0	0827211	SHI ADOBE ZOOM SUBSCRIPTION 10
08/27/2021	293057	P	11563	SMARSH, INC.	\$2,929.25	0	0827211	SMARSH ANNUAL RENEWAL, CONTRAC
08/27/2021	293058	P	10440	SOLID WASTE SYSTEMS INC	\$92.34	0	0827211	TAILGATE PIN VEH#3358 WO#63040
08/27/2021	293059	P	11493	PICARD CORPORATION	\$4,557.41	0	0827211	BULK SALT FOR WWTF AND WTF DEL
08/27/2021	293060	P	30894	STERLING INFOSYSTEMS, INC	\$256.62	0	0827211	07/01/2021 - 07/31/2021 BACKGR
08/27/2021	293061	P	10393	STONEWAY ELECTRIC SUPPLY	\$103.53	0	0827211	Photo Control, Fittings, Conne
08/27/2021	293062	P	10961	TACOMA SCREW PRODUCTS INC	\$11.66	0	0827211	LUGS VEH#3213 WO#63107
08/27/2021	293063	P	11771	TOTAL COLLISION AND INJURY CARE LLC	\$100.00	0	0827211	DOT PHYS - M ENNIS
08/27/2021	293064	P	12160	TYLER TECHNOLOGIES, INC	\$269,337.75	0	0827211	TYLER ANNUAL MAINTENANCE 9/26/
08/27/2021	293065	P	31326	E SOURCE COMPANIES LLC	\$22,380.00	0	0827211	C95-19 SMART GRID PROGRAM MANA
08/27/2021	293066	P	10212	WAGNER SMITH EQUIPMENT CO	\$247.61	0	0827211	HOT ARM RENTAL 7/5/21-8/1/21
08/27/2021	293067	P	10140	WASHINGTON STATE PATROL	\$33.00	0	0827211	BACKGROUND CHECKS: ESTAVILLO,
08/27/2021	293068	P	11846	WESTERN EQUIPMENT & IRRIGATION DISTRIBUTORS	\$671.24	0	0827211	PULLEY IDLER,SPINDLE,BELT VEH#
08/27/2021	293069	P	10267	WSF, LLC	\$168.37	0	0827211	FILTERS VEH#3305 WO#62999
08/27/2021	293070	P	10194	XEROX CORPORATION	\$1,067.88	0	0827211	3TX-411130 JULY 2021 COPIER CH
					\$5,740,210.36			

Accounts Payable Wires 8/1/2021 - 8/31/2021

DATE	WIRE #	WIRE AMT	EMP VENDOR NAME	PURPOSE	WIRE ACH
08/03/2021	8681	126,835.32	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 7/26-8/1/21	W
08/03/2021	8682	2,591.40	4MYBENEFITS, INC	August 2021 Admin Fees	W
08/02/2021	8683	3,208.83	PAYMENT PROCESSING INC	Landfill Merchant Services Fee	W
08/02/2021	8684	95.19	BANK OF AMERICA	Library Merchant Service Fees	W
08/03/2021	8685	763.72	PLANSOURCE BENEFITS ADMINISTRATION, INC	FSA deduction on 8/2/21	W
08/03/2021	8686	42,741.68	WA STATE DEPARTMENT OF REVENUE	LEASEHOLD TAX-2ND QTR 2021	W
08/03/2021	8687	6,100,000.00	LGIP LOCAL GOVERNMENT INVESTMENT POOL	PURCHASE LGIP #1920	W
08/10/2021	8688	239,758.92	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 8/2-8/8/21	W
08/11/2021	8689	56,360.02	TRISTAR CLAIMS MANAGEMENT SERVICES INC	July 2021 Claims	W
08/17/2021	8690	165,067.82	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 8/9-8/15/21	W
08/17/2021	8691	16,203.60	CIGNA HEALTH AND LIFE INSURANCE COMPANY	August 2021 Admin Fees	W
08/25/2021	8692	63,528.29	QBE INSURANCE CORPORATION	August 2021 Stop Loss Premium	W
08/25/2021	8693	121,947.65	LAW ENFORCEMENT OFFICERS AND FIREFIGHTERS	September 2021 Premium	W
08/06/2021	8694	230,425.48	RICHLAND GOLF MANAGEMENT CORPORATION	CPGC Op Reimb - 07/21	W
08/06/2021	8695	1,646.00	WASHINGTON STATE TREASURER	State Share of CPL	W
08/09/2021	8696	900,000.00	LGIP LOCAL GOVERNMENT INVESTMENT POOL	PURCHASE LGIP #1920	W
08/24/2021	8697	134,902.82	BANK OF AMERICA	JUNE 2021 PCARD 47152900066431	W
08/19/2021	8698	736.31	PLANSOURCE BENEFITS ADMINISTRATION, INC	July 2021 Admin Fees	W
08/10/2021	8699	3,021.45	PLANSOURCE BENEFITS ADMINISTRATION, INC	fsa DEDUCTION ON 08/09/21	W
08/10/2021	8700	381,683.40	US BANK N A	WAREV #959878RG6-1.467% (04/25	W
08/11/2021	8701	162,564.00	NW INTERGOVERNMENTAL ENERGY SUPPLY	SHELL & TRANSALTA MARKET PURCH	W
08/11/2021	8702	7,254,805.14	US BANK N A	UST #9128286G0-2.375% (02/24)	W
08/26/2021	8703	430,912.15	WA STATE DEPARTMENT OF REVENUE	COMBINED EXCISE TAX-JULY 2021	W
08/11/2021	8704	1,054,181.99	US BANK N A	UST #912828W71-2.125% (03/24)	W
08/11/2021	8705	1,057,037.55	US BANK N A	UST #9128286R6-2.25% (04/24)	W
08/19/2021	8706	996,697.83	US BANK N A	UST #91282CCC3-0.25% (05/24)	W
08/11/2021	8707	1,029,161.01	US BANK N A	UST #912828Z52-1.375% (01/25)	W
08/11/2021	8708	1,071,270.43	US BANK N A	UST # 912828M56-2.25% (11/25)	W
08/11/2021	8709	984,192.09	US BANK N A	UST #91282CBH3-0.375% (01/26)	W

Accounts Payable Wires 8/1/2021 - 8/31/2021

DATE	WIRE #	WIRE AMT	EMP VENDOR NAME	PURPOSE	WIRE ACH
08/12/2021	8710	9,074.94	VISION SERVICE PLAN (WA)	Monthly Invoice Aug-21	W
08/17/2021	8711	1,275.78	PLANSOURCE BENEFITS ADMINISTRATION, INC	FSA deduction on 8/16/21	W
08/24/2021	8712	729.79	PLANSOURCE BENEFITS ADMINISTRATION, INC	August Admin Fees	W
08/24/2021	8713	129,489.15	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 8/16-8/22/21	W
08/24/2021	8714	36,304.43	PAYMENTUS CORPORATION	Merchant Services Fees	W
08/24/2021	8715	2,609.98	PLANSOURCE BENEFITS ADMINISTRATION, INC	FSA deduction on 8/23/21	W
08/13/2021	8716	400.00	NW INTERGOVERNMENTAL ENERGY SUPPLY	REC Mngt Srvcs July 2021	W
08/25/2021	8717	13.00	WASHINGTON STATE TREASURER	Employee Driving Extracts	W
08/26/2021	8718	3,625,725.00	BONNEVILLE POWER ADMINISTRATION	JUL21-PAT01-10089	W
08/31/2021	8719	105,536.80	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 8/23-8/29/21	W
08/31/2021	8722	2,203.57	PLANSOURCE BENEFITS ADMINISTRATION, INC	FSA deduction on 8/30/2021	W
TOTAL WIRE		\$26,545,702.53			

Payroll Wires and ACH 8/1/2021 thru 8/31/2021

Effective Date	WIRE/ACH	VENDOR	PAYEE	AMOUNT	comment
08/05/2021	12235	10231	UNITED WAY OF BENTON & FRANKLIN COUNTIES	\$266.54	
08/05/2021	12236	10286	WA STATE DEPT OF RETIREMENT SYSTEMS	\$277,288.50	
08/05/2021	12237	10348	INTERNATIONAL CITY MANAGEMENT ASSOCIATION	\$192,085.78	
08/05/2021	12238	10460	STATE OF WASHINGTON EMPLOYMENT SECURITY DEPT	\$7,309.23	
08/05/2021	12239	10573	REHN & ASSOCIATES INC	\$24,937.50	
08/05/2021	12240	10646	INTERNATIONAL ASSN OF FIRE FIGHTERS	\$7,445.58	
08/05/2021	12241	10696	UNITED STATES TREASURY	\$364,810.10	
08/05/2021	12242	10698	RICHLAND POLICE GUILD	\$8,261.00	
08/05/2021	12243	10699	IUOE LOCAL #280	\$6,969.25	
08/05/2021	12244	10700	INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS	\$3,913.46	
08/05/2021	12245	10701	SOUTHEAST WASHINGTON TELECOMMUNICATORS GUILD	\$1,055.77	
08/05/2021	12246	10702	DIVISION OF CHILD SUPPORT	\$5,225.27	
08/05/2021	12247	10736	CITY OF RICHLAND	\$6,040.21	
08/05/2021	12248	10782	CITY OF RICHLAND DEPENDENT CARE RE	\$1,279.47	
08/05/2021	12249	10783	CITY OF RICHLAND MEDICAL DENTAL VISION	\$526,489.75	
08/05/2021	12250	10784	CITY OF RICHLAND UNEMPLOYMENT	\$2,741.39	
08/05/2021	12251	10785	CITY OF RICHLAND WORKER'S COMPENSA	\$30,004.57	
08/05/2021	12252	10786	CITY OF RICHLAND CIGNA DISABILITY	\$5,672.82	
08/05/2021	12253	10787	CITY OF RICHLAND CIGNA LIFE	\$10,129.65	
08/05/2021	12254	10788	CITY OF RICHLAND CIGNA OPTIONAL AD	\$2,210.95	
08/05/2021	12255	10789	CITY OF RICHLAND CIGNA BASIC AD&D	\$1,753.73	
08/05/2021	12256	10790	CITY OF RICHLAND CIGNA DEPENDENT L	\$162.00	
08/05/2021	12257	10791	CITY OF RICHLAND ER POST RETIREMENT	\$71,712.00	
08/05/2021	12258	10792	CITY OF RICHLAND ER MEDICAL INS PR	\$27,888.00	
08/05/2021	12259	10984	NATIONWIDE RETIREMENT SOLUTIONS	\$32,748.45	
			EFFECTIVE DATE TOTAL	\$1,618,400.97	
08/19/2021	12261	10231	UNITED WAY OF BENTON & FRANKLIN COUNTIES	\$281.54	
08/19/2021	12262	10286	WA STATE DEPT OF RETIREMENT SYSTEMS	\$278,936.40	
08/19/2021	12263	10348	INTERNATIONAL CITY MANAGEMENT ASSOCIATION	\$200,913.30	
08/19/2021	12264	10460	STATE OF WASHINGTON EMPLOYMENT SECURITY DEPT	\$7,723.02	
08/19/2021	12265	10646	INTERNATIONAL ASSN OF FIRE FIGHTERS	\$7,445.58	
08/19/2021	12266	10696	UNITED STATES TREASURY	\$396,015.77	
08/19/2021	12267	10701	SOUTHEAST WASHINGTON TELECOMMUNICATORS GUILD	\$1,030.14	
08/19/2021	12268	10702	DIVISION OF CHILD SUPPORT	\$5,225.27	
08/19/2021	12269	10736	CITY OF RICHLAND	\$6,040.21	

Payroll Wires and ACH 8/1/2021 thru 8/31/2021

Effective Date	WIRE/ACH	VENDOR	PAYEE	AMOUNT	comment
08/19/2021	12270	10782	CITY OF RICHLAND DEPENDENT CARE RE	\$1,696.14	
08/19/2021	12271	10783	CITY OF RICHLAND MEDICAL DENTAL VISION	\$469,347.46	
08/19/2021	12272	10784	CITY OF RICHLAND UNEMPLOYMENT	\$2,883.80	
08/19/2021	12273	10785	CITY OF RICHLAND WORKER'S COMPENSA	\$35,403.51	
08/19/2021	12274	10786	CITY OF RICHLAND CIGNA DISABILITY	\$5,777.00	
08/19/2021	12275	10787	CITY OF RICHLAND CIGNA LIFE	\$19.85	
08/19/2021	12276	10788	CITY OF RICHLAND CIGNA OPTIONAL AD	\$5.25	
08/19/2021	12277	10789	CITY OF RICHLAND CIGNA BASIC AD&D	\$10.11	
08/19/2021	12278	10790	CITY OF RICHLAND CIGNA DEPENDENT L	\$2.00	
08/19/2021	12279	10984	NATIONWIDE RETIREMENT SOLUTIONS	\$32,965.73	
08/19/2021	12281	31409	NATIONWIDE	\$95.49	
08/19/2021	12282	31410	ARAG	\$628.61	
08/19/2021	12283	31411	ALLSTATE	\$622.50	
			EFFECTIVE DATE TOTAL	\$1,453,068.68	
08/31/2021	12284	10696	UNITED STATES TREASURY	\$991.25	
			EFFECTIVE DATE TOTAL	\$991.25	
Total			WIRE TOTAL FOR SELECTED TIME PERIOD	\$3,072,460.90	

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182101		0		\$651.50	0
PAYROLL - 2021-08-05	8/5/2021	182102		0		\$2151.19	0
PAYROLL - 2021-08-05	8/5/2021	182103		0		\$999.49	0
PAYROLL - 2021-08-05	8/5/2021	182104		0		\$2271.55	0
PAYROLL - 2021-08-05	8/5/2021	182105		0		\$1392.42	0
PAYROLL - 2021-08-05	8/5/2021	182106		0		\$1584.11	0
PAYROLL - 2021-08-05	8/5/2021	182107		0		\$763.90	0
PAYROLL - 2021-08-05	8/5/2021	182108		0		\$4156.96	0
PAYROLL - 2021-08-05	8/5/2021	182109		0		\$2271.66	0
PAYROLL - 2021-08-05	8/5/2021	182110		0		\$1458.49	0
PAYROLL - 2021-08-05	8/5/2021	182111		0		\$2026.31	0
PAYROLL - 2021-08-05	8/5/2021	182112		0		\$1787.39	0
PAYROLL - 2021-08-05	8/5/2021	182113		0		\$1371.24	0
PAYROLL - 2021-08-05	8/5/2021	182114		0		\$1292.11	0
PAYROLL - 2021-08-05	8/5/2021	182115		0		\$3711.47	0
PAYROLL - 2021-08-05	8/5/2021	182116		0		\$2332.16	0
PAYROLL - 2021-08-05	8/5/2021	182117		0		\$5149.73	0
PAYROLL - 2021-08-05	8/5/2021	182118		0		\$3674.22	0
PAYROLL - 2021-08-05	8/5/2021	182119		0		\$1799.98	0
PAYROLL - 2021-08-05	8/5/2021	182120		0		\$1839.96	0
PAYROLL - 2021-08-05	8/5/2021	182121		0		\$1176.91	0
PAYROLL - 2021-08-05	8/5/2021	182122		0		\$1797.39	0
PAYROLL - 2021-08-05	8/5/2021	182123		0		\$1129.52	0
PAYROLL - 2021-08-05	8/5/2021	182124		0		\$939.55	0
PAYROLL - 2021-08-05	8/5/2021	182125		0		\$1325.34	0
PAYROLL - 2021-08-05	8/5/2021	182126		0		\$1065.95	0
PAYROLL - 2021-08-05	8/5/2021	182127		0		\$1056.18	0
PAYROLL - 2021-08-05	8/5/2021	182128		0		\$1843.04	0
PAYROLL - 2021-08-05	8/5/2021	182129		0		\$1460.69	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182130		0		\$2498.96	0
PAYROLL - 2021-08-05	8/5/2021	182131		0		\$1081.86	0
PAYROLL - 2021-08-05	8/5/2021	182132		0		\$1534.48	0
PAYROLL - 2021-08-05	8/5/2021	182133		0		\$1282.40	0
PAYROLL - 2021-08-05	8/5/2021	182134		0		\$1001.45	0
PAYROLL - 2021-08-05	8/5/2021	182135		0		\$1394.25	0
PAYROLL - 2021-08-05	8/5/2021	182136		0		\$1655.16	0
PAYROLL - 2021-08-05	8/5/2021	182137		0		\$1582.34	0
PAYROLL - 2021-08-05	8/5/2021	182138		0		\$1490.05	0
PAYROLL - 2021-08-05	8/5/2021	182139		0		\$1314.26	0
PAYROLL - 2021-08-05	8/5/2021	182140		0		\$1001.40	0
PAYROLL - 2021-08-05	8/5/2021	182141		0		\$1821.30	0
PAYROLL - 2021-08-05	8/5/2021	182142		0		\$1249.52	0
PAYROLL - 2021-08-05	8/5/2021	182143		0		\$1193.60	0
PAYROLL - 2021-08-05	8/5/2021	182144		0		\$1099.17	0
PAYROLL - 2021-08-05	8/5/2021	182145		0		\$1553.17	0
PAYROLL - 2021-08-05	8/5/2021	182146		0		\$1128.91	0
PAYROLL - 2021-08-05	8/5/2021	182147		0		\$720.91	0
PAYROLL - 2021-08-05	8/5/2021	182148		0		\$1689.11	0
PAYROLL - 2021-08-05	8/5/2021	182149		0		\$1129.66	0
PAYROLL - 2021-08-05	8/5/2021	182150		0		\$1627.93	0
PAYROLL - 2021-08-05	8/5/2021	182151		0		\$1487.31	0
PAYROLL - 2021-08-05	8/5/2021	182152		0		\$1108.71	0
PAYROLL - 2021-08-05	8/5/2021	182153		0		\$915.59	0
PAYROLL - 2021-08-05	8/5/2021	182154		0		\$937.01	0
PAYROLL - 2021-08-05	8/5/2021	182155		0		\$1035.63	0
PAYROLL - 2021-08-05	8/5/2021	182156		0		\$1634.63	0
PAYROLL - 2021-08-05	8/5/2021	182157		0		\$1557.85	0
PAYROLL - 2021-08-05	8/5/2021	182158		0		\$1793.61	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182159		0		\$2220.65	0
PAYROLL - 2021-08-05	8/5/2021	182160		0		\$1921.50	0
PAYROLL - 2021-08-05	8/5/2021	182161		0		\$1002.08	0
PAYROLL - 2021-08-05	8/5/2021	182162		0		\$1001.49	0
PAYROLL - 2021-08-05	8/5/2021	182163		0		\$832.67	0
PAYROLL - 2021-08-05	8/5/2021	182164		0		\$1435.28	0
PAYROLL - 2021-08-05	8/5/2021	182165		0		\$2050.19	0
PAYROLL - 2021-08-05	8/5/2021	182166		0		\$3689.22	0
PAYROLL - 2021-08-05	8/5/2021	182167		0		\$2345.86	0
PAYROLL - 2021-08-05	8/5/2021	182168		0		\$2320.24	0
PAYROLL - 2021-08-05	8/5/2021	182169		0		\$4292.15	0
PAYROLL - 2021-08-05	8/5/2021	182170		0		\$1511.61	0
PAYROLL - 2021-08-05	8/5/2021	182171		0		\$2336.61	0
PAYROLL - 2021-08-05	8/5/2021	182172		0		\$1387.49	0
PAYROLL - 2021-08-05	8/5/2021	182173		0		\$1408.84	0
PAYROLL - 2021-08-05	8/5/2021	182174		0		\$1545.29	0
PAYROLL - 2021-08-05	8/5/2021	182175		0		\$1848.36	0
PAYROLL - 2021-08-05	8/5/2021	182176		0		\$1422.18	0
PAYROLL - 2021-08-05	8/5/2021	182177		0		\$1423.18	0
PAYROLL - 2021-08-05	8/5/2021	182178		0		\$2412.33	0
PAYROLL - 2021-08-05	8/5/2021	182179		0		\$1504.46	0
PAYROLL - 2021-08-05	8/5/2021	182180		0		\$2369.88	0
PAYROLL - 2021-08-05	8/5/2021	182181		0		\$787.73	0
PAYROLL - 2021-08-05	8/5/2021	182182		0		\$1473.27	0
PAYROLL - 2021-08-05	8/5/2021	182183		0		\$2008.99	0
PAYROLL - 2021-08-05	8/5/2021	182184		0		\$1843.42	0
PAYROLL - 2021-08-05	8/5/2021	182185		0		\$2097.21	0
PAYROLL - 2021-08-05	8/5/2021	182186		0		\$2431.27	0
PAYROLL - 2021-08-05	8/5/2021	182187		0		\$1423.48	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182188		0		\$1210.30	0
PAYROLL - 2021-08-05	8/5/2021	182189		0		\$1920.73	0
PAYROLL - 2021-08-05	8/5/2021	182190		0		\$1612.93	0
PAYROLL - 2021-08-05	8/5/2021	182191		0		\$1524.07	0
PAYROLL - 2021-08-05	8/5/2021	182192		0		\$1592.17	0
PAYROLL - 2021-08-05	8/5/2021	182193		0		\$1573.04	0
PAYROLL - 2021-08-05	8/5/2021	182194		0		\$1358.07	0
PAYROLL - 2021-08-05	8/5/2021	182195		0		\$1815.09	0
PAYROLL - 2021-08-05	8/5/2021	182196		0		\$1425.28	0
PAYROLL - 2021-08-05	8/5/2021	182197		0		\$1855.27	0
PAYROLL - 2021-08-05	8/5/2021	182198		0		\$1845.09	0
PAYROLL - 2021-08-05	8/5/2021	182199		0		\$5.64	0
PAYROLL - 2021-08-05	8/5/2021	182200		0		\$2531.13	0
PAYROLL - 2021-08-05	8/5/2021	182201		0		\$719.43	0
PAYROLL - 2021-08-05	8/5/2021	182202		0		\$564.85	0
PAYROLL - 2021-08-05	8/5/2021	182203		0		\$811.42	0
PAYROLL - 2021-08-05	8/5/2021	182204		0		\$497.08	0
PAYROLL - 2021-08-05	8/5/2021	182205		0		\$144.21	0
PAYROLL - 2021-08-05	8/5/2021	182206		0		\$790.18	0
PAYROLL - 2021-08-05	8/5/2021	182207		0		\$1825.65	0
PAYROLL - 2021-08-05	8/5/2021	182208		0		\$655.88	0
PAYROLL - 2021-08-05	8/5/2021	182209		0		\$272.73	0
PAYROLL - 2021-08-05	8/5/2021	182210		0		\$862.03	0
PAYROLL - 2021-08-05	8/5/2021	182211		0		\$163.02	0
PAYROLL - 2021-08-05	8/5/2021	182212		0		\$1709.49	0
PAYROLL - 2021-08-05	8/5/2021	182213		0		\$672.88	0
PAYROLL - 2021-08-05	8/5/2021	182214		0		\$815.30	0
PAYROLL - 2021-08-05	8/5/2021	182215		0		\$548.13	0
PAYROLL - 2021-08-05	8/5/2021	182216		0		\$1372.17	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182217		0		\$1352.52	0
PAYROLL - 2021-08-05	8/5/2021	182218		0		\$367.07	0
PAYROLL - 2021-08-05	8/5/2021	182219		0		\$693.63	0
PAYROLL - 2021-08-05	8/5/2021	182220		0		\$629.08	0
PAYROLL - 2021-08-05	8/5/2021	182221		0		\$2120.24	0
PAYROLL - 2021-08-05	8/5/2021	182222		0		\$1693.43	0
PAYROLL - 2021-08-05	8/5/2021	182223		0		\$2333.38	0
PAYROLL - 2021-08-05	8/5/2021	182224		0		\$253.91	0
PAYROLL - 2021-08-05	8/5/2021	182225		0		\$811.99	0
PAYROLL - 2021-08-05	8/5/2021	182226		0		\$632.09	0
PAYROLL - 2021-08-05	8/5/2021	182227		0		\$1005.18	0
PAYROLL - 2021-08-05	8/5/2021	182228		0		\$1423.87	0
PAYROLL - 2021-08-05	8/5/2021	182229		0		\$564.87	0
PAYROLL - 2021-08-05	8/5/2021	182230		0		\$923.65	0
PAYROLL - 2021-08-05	8/5/2021	182231		0		\$1053.22	0
PAYROLL - 2021-08-05	8/5/2021	182232		0		\$589.43	0
PAYROLL - 2021-08-05	8/5/2021	182233		0		\$595.56	0
PAYROLL - 2021-08-05	8/5/2021	182234		0		\$1454.14	0
PAYROLL - 2021-08-05	8/5/2021	182235		0		\$3810.35	0
PAYROLL - 2021-08-05	8/5/2021	182236		0		\$776.55	0
PAYROLL - 2021-08-05	8/5/2021	182237		0		\$570.92	0
PAYROLL - 2021-08-05	8/5/2021	182238		0		\$578.81	0
PAYROLL - 2021-08-05	8/5/2021	182239		0		\$561.53	0
PAYROLL - 2021-08-05	8/5/2021	182240		0		\$478.32	0
PAYROLL - 2021-08-05	8/5/2021	182241		0		\$1185.93	0
PAYROLL - 2021-08-05	8/5/2021	182242		0		\$2220.81	0
PAYROLL - 2021-08-05	8/5/2021	182243		0		\$2636.20	0
PAYROLL - 2021-08-05	8/5/2021	182244		0		\$1592.30	0
PAYROLL - 2021-08-05	8/5/2021	182245		0		\$1595.75	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182246		0		\$1766.05	0
PAYROLL - 2021-08-05	8/5/2021	182247		0		\$1814.59	0
PAYROLL - 2021-08-05	8/5/2021	182248		0		\$1792.76	0
PAYROLL - 2021-08-05	8/5/2021	182249		0		\$1949.66	0
PAYROLL - 2021-08-05	8/5/2021	182250		0		\$2046.80	0
PAYROLL - 2021-08-05	8/5/2021	182251		0		\$2907.13	0
PAYROLL - 2021-08-05	8/5/2021	182252		0		\$1521.53	0
PAYROLL - 2021-08-05	8/5/2021	182253		0		\$1662.98	0
PAYROLL - 2021-08-05	8/5/2021	182254		0		\$1022.93	0
PAYROLL - 2021-08-05	8/5/2021	182255		0		\$779.08	0
PAYROLL - 2021-08-05	8/5/2021	182256		0		\$1659.96	0
PAYROLL - 2021-08-05	8/5/2021	182257		0		\$1557.03	0
PAYROLL - 2021-08-05	8/5/2021	182258		0		\$2071.25	0
PAYROLL - 2021-08-05	8/5/2021	182259		0		\$1660.05	0
PAYROLL - 2021-08-05	8/5/2021	182260		0		\$1781.52	0
PAYROLL - 2021-08-05	8/5/2021	182261		0		\$1933.15	0
PAYROLL - 2021-08-05	8/5/2021	182262		0		\$1001.32	0
PAYROLL - 2021-08-05	8/5/2021	182263		0		\$1940.11	0
PAYROLL - 2021-08-05	8/5/2021	182264		0		\$1602.75	0
PAYROLL - 2021-08-05	8/5/2021	182265		0		\$1870.07	0
PAYROLL - 2021-08-05	8/5/2021	182266		0		\$1734.58	0
PAYROLL - 2021-08-05	8/5/2021	182267		0		\$1657.19	0
PAYROLL - 2021-08-05	8/5/2021	182268		0		\$1818.89	0
PAYROLL - 2021-08-05	8/5/2021	182269		0		\$1598.61	0
PAYROLL - 2021-08-05	8/5/2021	182270		0		\$1877.48	0
PAYROLL - 2021-08-05	8/5/2021	182271		0		\$1228.50	0
PAYROLL - 2021-08-05	8/5/2021	182272		0		\$1561.71	0
PAYROLL - 2021-08-05	8/5/2021	182273		0		\$1633.13	0
PAYROLL - 2021-08-05	8/5/2021	182274		0		\$1767.59	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182275		0		\$1779.79	0
PAYROLL - 2021-08-05	8/5/2021	182276		0		\$2071.93	0
PAYROLL - 2021-08-05	8/5/2021	182277		0		\$1798.51	0
PAYROLL - 2021-08-05	8/5/2021	182278		0		\$1975.64	0
PAYROLL - 2021-08-05	8/5/2021	182279		0		\$1756.93	0
PAYROLL - 2021-08-05	8/5/2021	182280		0		\$1776.84	0
PAYROLL - 2021-08-05	8/5/2021	182281		0		\$3894.88	0
PAYROLL - 2021-08-05	8/5/2021	182282		0		\$3791.78	0
PAYROLL - 2021-08-05	8/5/2021	182283		0		\$2088.06	0
PAYROLL - 2021-08-05	8/5/2021	182284		0		\$2304.95	0
PAYROLL - 2021-08-05	8/5/2021	182285		0		\$3581.00	0
PAYROLL - 2021-08-05	8/5/2021	182286		0		\$3930.35	0
PAYROLL - 2021-08-05	8/5/2021	182287		0		\$3883.47	0
PAYROLL - 2021-08-05	8/5/2021	182288		0		\$2996.13	0
PAYROLL - 2021-08-05	8/5/2021	182289		0		\$3505.59	0
PAYROLL - 2021-08-05	8/5/2021	182290		0		\$3885.30	0
PAYROLL - 2021-08-05	8/5/2021	182291		0		\$2224.49	0
PAYROLL - 2021-08-05	8/5/2021	182292		0		\$2145.01	0
PAYROLL - 2021-08-05	8/5/2021	182293		0		\$3222.13	0
PAYROLL - 2021-08-05	8/5/2021	182294		0		\$4574.09	0
PAYROLL - 2021-08-05	8/5/2021	182295		0		\$3398.22	0
PAYROLL - 2021-08-05	8/5/2021	182296		0		\$2900.96	0
PAYROLL - 2021-08-05	8/5/2021	182297		0		\$3076.47	0
PAYROLL - 2021-08-05	8/5/2021	182298		0		\$3209.60	0
PAYROLL - 2021-08-05	8/5/2021	182299		0		\$2803.65	0
PAYROLL - 2021-08-05	8/5/2021	182300		0		\$4016.68	0
PAYROLL - 2021-08-05	8/5/2021	182301		0		\$3471.12	0
PAYROLL - 2021-08-05	8/5/2021	182302		0		\$2610.55	0
PAYROLL - 2021-08-05	8/5/2021	182303		0		\$1658.60	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182304		0		\$2611.45	0
PAYROLL - 2021-08-05	8/5/2021	182305		0		\$2857.05	0
PAYROLL - 2021-08-05	8/5/2021	182306		0		\$1433.69	0
PAYROLL - 2021-08-05	8/5/2021	182307		0		\$2930.70	0
PAYROLL - 2021-08-05	8/5/2021	182308		0		\$1283.01	0
PAYROLL - 2021-08-05	8/5/2021	182309		0		\$3878.03	0
PAYROLL - 2021-08-05	8/5/2021	182310		0		\$2997.50	0
PAYROLL - 2021-08-05	8/5/2021	182311		0		\$2694.90	0
PAYROLL - 2021-08-05	8/5/2021	182312		0		\$6201.95	0
PAYROLL - 2021-08-05	8/5/2021	182313		0		\$3110.07	0
PAYROLL - 2021-08-05	8/5/2021	182314		0		\$1734.16	0
PAYROLL - 2021-08-05	8/5/2021	182315		0		\$4783.03	0
PAYROLL - 2021-08-05	8/5/2021	182316		0		\$1552.91	0
PAYROLL - 2021-08-05	8/5/2021	182317		0		\$3853.53	0
PAYROLL - 2021-08-05	8/5/2021	182318		0		\$2769.79	0
PAYROLL - 2021-08-05	8/5/2021	182319		0		\$1911.77	0
PAYROLL - 2021-08-05	8/5/2021	182320		0		\$2194.32	0
PAYROLL - 2021-08-05	8/5/2021	182321		0		\$2576.04	0
PAYROLL - 2021-08-05	8/5/2021	182322		0		\$1974.41	0
PAYROLL - 2021-08-05	8/5/2021	182323		0		\$1736.23	0
PAYROLL - 2021-08-05	8/5/2021	182324		0		\$1991.45	0
PAYROLL - 2021-08-05	8/5/2021	182325		0		\$2179.08	0
PAYROLL - 2021-08-05	8/5/2021	182326		0		\$2430.92	0
PAYROLL - 2021-08-05	8/5/2021	182327		0		\$3311.36	0
PAYROLL - 2021-08-05	8/5/2021	182328		0		\$4919.66	0
PAYROLL - 2021-08-05	8/5/2021	182329		0		\$3844.38	0
PAYROLL - 2021-08-05	8/5/2021	182330		0		\$4364.85	0
PAYROLL - 2021-08-05	8/5/2021	182331		0		\$2308.76	0
PAYROLL - 2021-08-05	8/5/2021	182332		0		\$1417.64	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182333		0		\$2275.06	0
PAYROLL - 2021-08-05	8/5/2021	182334		0		\$6219.30	0
PAYROLL - 2021-08-05	8/5/2021	182335		0		\$3439.98	0
PAYROLL - 2021-08-05	8/5/2021	182336		0		\$5117.51	0
PAYROLL - 2021-08-05	8/5/2021	182337		0		\$3473.66	0
PAYROLL - 2021-08-05	8/5/2021	182338		0		\$1988.49	0
PAYROLL - 2021-08-05	8/5/2021	182339		0		\$4244.13	0
PAYROLL - 2021-08-05	8/5/2021	182340		0		\$2569.87	0
PAYROLL - 2021-08-05	8/5/2021	182341		0		\$3196.02	0
PAYROLL - 2021-08-05	8/5/2021	182342		0		\$1219.28	0
PAYROLL - 2021-08-05	8/5/2021	182343		0		\$1663.42	0
PAYROLL - 2021-08-05	8/5/2021	182344		0		\$3334.26	0
PAYROLL - 2021-08-05	8/5/2021	182345		0		\$2719.21	0
PAYROLL - 2021-08-05	8/5/2021	182346		0		\$2253.30	0
PAYROLL - 2021-08-05	8/5/2021	182347		0		\$3225.95	0
PAYROLL - 2021-08-05	8/5/2021	182348		0		\$3138.46	0
PAYROLL - 2021-08-05	8/5/2021	182349		0		\$3814.09	0
PAYROLL - 2021-08-05	8/5/2021	182350		0		\$4180.42	0
PAYROLL - 2021-08-05	8/5/2021	182351		0		\$1333.11	0
PAYROLL - 2021-08-05	8/5/2021	182352		0		\$1784.54	0
PAYROLL - 2021-08-05	8/5/2021	182353		0		\$3519.96	0
PAYROLL - 2021-08-05	8/5/2021	182354		0		\$1623.27	0
PAYROLL - 2021-08-05	8/5/2021	182355		0		\$2725.59	0
PAYROLL - 2021-08-05	8/5/2021	182356		0		\$1550.40	0
PAYROLL - 2021-08-05	8/5/2021	182357		0		\$4463.42	0
PAYROLL - 2021-08-05	8/5/2021	182358		0		\$1953.70	0
PAYROLL - 2021-08-05	8/5/2021	182359		0		\$3398.66	0
PAYROLL - 2021-08-05	8/5/2021	182360		0		\$3162.55	0
PAYROLL - 2021-08-05	8/5/2021	182361		0		\$1658.72	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182362		0		\$2689.60	0
PAYROLL - 2021-08-05	8/5/2021	182363		0		\$2783.78	0
PAYROLL - 2021-08-05	8/5/2021	182364		0		\$2387.01	0
PAYROLL - 2021-08-05	8/5/2021	182365		0		\$2930.57	0
PAYROLL - 2021-08-05	8/5/2021	182366		0		\$2908.86	0
PAYROLL - 2021-08-05	8/5/2021	182367		0		\$3671.43	0
PAYROLL - 2021-08-05	8/5/2021	182368		0		\$2114.74	0
PAYROLL - 2021-08-05	8/5/2021	182369		0		\$2775.12	0
PAYROLL - 2021-08-05	8/5/2021	182370		0		\$1506.27	0
PAYROLL - 2021-08-05	8/5/2021	182371		0		\$2679.13	0
PAYROLL - 2021-08-05	8/5/2021	182372		0		\$1809.80	0
PAYROLL - 2021-08-05	8/5/2021	182373		0		\$2591.40	0
PAYROLL - 2021-08-05	8/5/2021	182374		0		\$1520.13	0
PAYROLL - 2021-08-05	8/5/2021	182375		0		\$2177.51	0
PAYROLL - 2021-08-05	8/5/2021	182376		0		\$3757.12	0
PAYROLL - 2021-08-05	8/5/2021	182377		0		\$1529.08	0
PAYROLL - 2021-08-05	8/5/2021	182378		0		\$2468.60	0
PAYROLL - 2021-08-05	8/5/2021	182379		0		\$2624.75	0
PAYROLL - 2021-08-05	8/5/2021	182380		0		\$2588.06	0
PAYROLL - 2021-08-05	8/5/2021	182381		0		\$2687.88	0
PAYROLL - 2021-08-05	8/5/2021	182382		0		\$3524.33	0
PAYROLL - 2021-08-05	8/5/2021	182383		0		\$3944.85	0
PAYROLL - 2021-08-05	8/5/2021	182384		0		\$2388.12	0
PAYROLL - 2021-08-05	8/5/2021	182385		0		\$3549.28	0
PAYROLL - 2021-08-05	8/5/2021	182386		0		\$1703.55	0
PAYROLL - 2021-08-05	8/5/2021	182387		0		\$3013.76	0
PAYROLL - 2021-08-05	8/5/2021	182388		0		\$2945.25	0
PAYROLL - 2021-08-05	8/5/2021	182389		0		\$4217.83	0
PAYROLL - 2021-08-05	8/5/2021	182390		0		\$2504.93	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182391		0		\$2574.65	0
PAYROLL - 2021-08-05	8/5/2021	182392		0		\$1249.75	0
PAYROLL - 2021-08-05	8/5/2021	182393		0		\$2630.49	0
PAYROLL - 2021-08-05	8/5/2021	182394		0		\$1646.92	0
PAYROLL - 2021-08-05	8/5/2021	182395		0		\$1475.46	0
PAYROLL - 2021-08-05	8/5/2021	182396		0		\$3630.84	0
PAYROLL - 2021-08-05	8/5/2021	182397		0		\$3121.28	0
PAYROLL - 2021-08-05	8/5/2021	182398		0		\$3689.79	0
PAYROLL - 2021-08-05	8/5/2021	182399		0		\$2171.62	0
PAYROLL - 2021-08-05	8/5/2021	182400		0		\$2289.79	0
PAYROLL - 2021-08-05	8/5/2021	182401		0		\$2537.50	0
PAYROLL - 2021-08-05	8/5/2021	182402		0		\$3749.48	0
PAYROLL - 2021-08-05	8/5/2021	182403		0		\$2456.02	0
PAYROLL - 2021-08-05	8/5/2021	182404		0		\$1342.64	0
PAYROLL - 2021-08-05	8/5/2021	182405		0		\$2925.33	0
PAYROLL - 2021-08-05	8/5/2021	182406		0		\$1424.47	0
PAYROLL - 2021-08-05	8/5/2021	182407		0		\$3084.68	0
PAYROLL - 2021-08-05	8/5/2021	182408		0		\$3806.50	0
PAYROLL - 2021-08-05	8/5/2021	182409		0		\$2461.26	0
PAYROLL - 2021-08-05	8/5/2021	182410		0		\$3266.67	0
PAYROLL - 2021-08-05	8/5/2021	182411		0		\$2558.95	0
PAYROLL - 2021-08-05	8/5/2021	182412		0		\$2456.60	0
PAYROLL - 2021-08-05	8/5/2021	182413		0		\$2642.43	0
PAYROLL - 2021-08-05	8/5/2021	182414		0		\$3063.84	0
PAYROLL - 2021-08-05	8/5/2021	182415		0		\$2710.59	0
PAYROLL - 2021-08-05	8/5/2021	182416		0		\$2616.92	0
PAYROLL - 2021-08-05	8/5/2021	182417		0		\$2358.92	0
PAYROLL - 2021-08-05	8/5/2021	182418		0		\$3644.61	0
PAYROLL - 2021-08-05	8/5/2021	182419		0		\$2968.67	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182420		0		\$3308.83	0
PAYROLL - 2021-08-05	8/5/2021	182421		0		\$2577.28	0
PAYROLL - 2021-08-05	8/5/2021	182422		0		\$3690.48	0
PAYROLL - 2021-08-05	8/5/2021	182423		0		\$1207.72	0
PAYROLL - 2021-08-05	8/5/2021	182424		0		\$3061.75	0
PAYROLL - 2021-08-05	8/5/2021	182425		0		\$3470.95	0
PAYROLL - 2021-08-05	8/5/2021	182426		0		\$2087.42	0
PAYROLL - 2021-08-05	8/5/2021	182427		0		\$2293.73	0
PAYROLL - 2021-08-05	8/5/2021	182428		0		\$1451.60	0
PAYROLL - 2021-08-05	8/5/2021	182429		0		\$1962.87	0
PAYROLL - 2021-08-05	8/5/2021	182430		0		\$3019.40	0
PAYROLL - 2021-08-05	8/5/2021	182431		0		\$1525.86	0
PAYROLL - 2021-08-05	8/5/2021	182432		0		\$5101.42	0
PAYROLL - 2021-08-05	8/5/2021	182433		0		\$1902.90	0
PAYROLL - 2021-08-05	8/5/2021	182434		0		\$1767.49	0
PAYROLL - 2021-08-05	8/5/2021	182435		0		\$2113.82	0
PAYROLL - 2021-08-05	8/5/2021	182436		0		\$2755.41	0
PAYROLL - 2021-08-05	8/5/2021	182437		0		\$2266.67	0
PAYROLL - 2021-08-05	8/5/2021	182438		0		\$1673.13	0
PAYROLL - 2021-08-05	8/5/2021	182439		0		\$2949.72	0
PAYROLL - 2021-08-05	8/5/2021	182440		0		\$6469.19	0
PAYROLL - 2021-08-05	8/5/2021	182441		0		\$3671.20	0
PAYROLL - 2021-08-05	8/5/2021	182442		0		\$1452.29	0
PAYROLL - 2021-08-05	8/5/2021	182443		0		\$2239.38	0
PAYROLL - 2021-08-05	8/5/2021	182444		0		\$2732.54	0
PAYROLL - 2021-08-05	8/5/2021	182445		0		\$2641.27	0
PAYROLL - 2021-08-05	8/5/2021	182446		0		\$2605.59	0
PAYROLL - 2021-08-05	8/5/2021	182447		0		\$3182.53	0
PAYROLL - 2021-08-05	8/5/2021	182448		0		\$2438.76	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182449		0		\$3410.27	0
PAYROLL - 2021-08-05	8/5/2021	182450		0		\$3213.62	0
PAYROLL - 2021-08-05	8/5/2021	182451		0		\$1442.43	0
PAYROLL - 2021-08-05	8/5/2021	182452		0		\$1942.23	0
PAYROLL - 2021-08-05	8/5/2021	182453		0		\$3169.03	0
PAYROLL - 2021-08-05	8/5/2021	182454		0		\$4612.06	0
PAYROLL - 2021-08-05	8/5/2021	182455		0		\$2461.30	0
PAYROLL - 2021-08-05	8/5/2021	182456		0		\$2303.05	0
PAYROLL - 2021-08-05	8/5/2021	182457		0		\$1457.82	0
PAYROLL - 2021-08-05	8/5/2021	182458		0		\$1286.59	0
PAYROLL - 2021-08-05	8/5/2021	182459		0		\$1959.55	0
PAYROLL - 2021-08-05	8/5/2021	182460		0		\$1350.46	0
PAYROLL - 2021-08-05	8/5/2021	182461		0		\$2316.17	0
PAYROLL - 2021-08-05	8/5/2021	182462		0		\$3402.23	0
PAYROLL - 2021-08-05	8/5/2021	182463		0		\$2817.99	0
PAYROLL - 2021-08-05	8/5/2021	182464		0		\$2525.10	0
PAYROLL - 2021-08-05	8/5/2021	182465		0		\$1155.76	0
PAYROLL - 2021-08-05	8/5/2021	182466		0		\$2785.93	0
PAYROLL - 2021-08-05	8/5/2021	182467		0		\$2694.39	0
PAYROLL - 2021-08-05	8/5/2021	182468		0		\$5676.15	0
PAYROLL - 2021-08-05	8/5/2021	182469		0		\$2504.46	0
PAYROLL - 2021-08-05	8/5/2021	182470		0		\$3330.65	0
PAYROLL - 2021-08-05	8/5/2021	182471		0		\$2065.71	0
PAYROLL - 2021-08-05	8/5/2021	182472		0		\$2700.76	0
PAYROLL - 2021-08-05	8/5/2021	182473		0		\$1518.51	0
PAYROLL - 2021-08-05	8/5/2021	182474		0		\$2943.79	0
PAYROLL - 2021-08-05	8/5/2021	182475		0		\$2304.99	0
PAYROLL - 2021-08-05	8/5/2021	182476		0		\$3635.49	0
PAYROLL - 2021-08-05	8/5/2021	182477		0		\$3430.40	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182478		0		\$3192.82	0
PAYROLL - 2021-08-05	8/5/2021	182479		0		\$2558.77	0
PAYROLL - 2021-08-05	8/5/2021	182480		0		\$2466.49	0
PAYROLL - 2021-08-05	8/5/2021	182481		0		\$2064.41	0
PAYROLL - 2021-08-05	8/5/2021	182482		0		\$2700.14	0
PAYROLL - 2021-08-05	8/5/2021	182483		0		\$2226.62	0
PAYROLL - 2021-08-05	8/5/2021	182484		0		\$2834.55	0
PAYROLL - 2021-08-05	8/5/2021	182485		0		\$2167.17	0
PAYROLL - 2021-08-05	8/5/2021	182486		0		\$2130.67	0
PAYROLL - 2021-08-05	8/5/2021	182487		0		\$1176.03	0
PAYROLL - 2021-08-05	8/5/2021	182488		0		\$1647.24	0
PAYROLL - 2021-08-05	8/5/2021	182489		0		\$3343.01	0
PAYROLL - 2021-08-05	8/5/2021	182490		0		\$856.15	0
PAYROLL - 2021-08-05	8/5/2021	182491		0		\$1685.76	0
PAYROLL - 2021-08-05	8/5/2021	182492		0		\$1856.39	0
PAYROLL - 2021-08-05	8/5/2021	182493		0		\$2542.84	0
PAYROLL - 2021-08-05	8/5/2021	182494		0		\$1727.18	0
PAYROLL - 2021-08-05	8/5/2021	182495		0		\$1836.23	0
PAYROLL - 2021-08-05	8/5/2021	182496		0		\$4519.68	0
PAYROLL - 2021-08-05	8/5/2021	182497		0		\$1742.82	0
PAYROLL - 2021-08-05	8/5/2021	182498		0		\$2098.47	0
PAYROLL - 2021-08-05	8/5/2021	182499		0		\$2707.43	0
PAYROLL - 2021-08-05	8/5/2021	182500		0		\$1634.04	0
PAYROLL - 2021-08-05	8/5/2021	182501		0		\$1539.42	0
PAYROLL - 2021-08-05	8/5/2021	182502		0		\$1806.72	0
PAYROLL - 2021-08-05	8/5/2021	182503		0		\$1762.13	0
PAYROLL - 2021-08-05	8/5/2021	182504		0		\$2046.73	0
PAYROLL - 2021-08-05	8/5/2021	182505		0		\$1899.10	0
PAYROLL - 2021-08-05	8/5/2021	182506		0		\$1273.11	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182507		0		\$2369.57	0
PAYROLL - 2021-08-05	8/5/2021	182508		0		\$1371.65	0
PAYROLL - 2021-08-05	8/5/2021	182509		0		\$1783.79	0
PAYROLL - 2021-08-05	8/5/2021	182510		0		\$1778.81	0
PAYROLL - 2021-08-05	8/5/2021	182511		0		\$1940.44	0
PAYROLL - 2021-08-05	8/5/2021	182512		0		\$1933.44	0
PAYROLL - 2021-08-05	8/5/2021	182513		0		\$1687.47	0
PAYROLL - 2021-08-05	8/5/2021	182514		0		\$1615.76	0
PAYROLL - 2021-08-05	8/5/2021	182515		0		\$1874.22	0
PAYROLL - 2021-08-05	8/5/2021	182516		0		\$1691.33	0
PAYROLL - 2021-08-05	8/5/2021	182517		0		\$2122.24	0
PAYROLL - 2021-08-05	8/5/2021	182518		0		\$1289.10	0
PAYROLL - 2021-08-05	8/5/2021	182519		0		\$2330.00	0
PAYROLL - 2021-08-05	8/5/2021	182520		0		\$1644.00	0
PAYROLL - 2021-08-05	8/5/2021	182521		0		\$1616.66	0
PAYROLL - 2021-08-05	8/5/2021	182522		0		\$1761.14	0
PAYROLL - 2021-08-05	8/5/2021	182523		0		\$2219.21	0
PAYROLL - 2021-08-05	8/5/2021	182524		0		\$870.11	0
PAYROLL - 2021-08-05	8/5/2021	182525		0		\$2294.16	0
PAYROLL - 2021-08-05	8/5/2021	182526		0		\$1892.70	0
PAYROLL - 2021-08-05	8/5/2021	182527		0		\$1721.78	0
PAYROLL - 2021-08-05	8/5/2021	182528		0		\$1926.58	0
PAYROLL - 2021-08-05	8/5/2021	182529		0		\$1792.02	0
PAYROLL - 2021-08-05	8/5/2021	182530		0		\$950.68	0
PAYROLL - 2021-08-05	8/5/2021	182531		0		\$1662.52	0
PAYROLL - 2021-08-05	8/5/2021	182532		0		\$1617.51	0
PAYROLL - 2021-08-05	8/5/2021	182533		0		\$1677.22	0
PAYROLL - 2021-08-05	8/5/2021	182534		0		\$1688.39	0
PAYROLL - 2021-08-05	8/5/2021	182535		0		\$1779.11	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182536		0		\$1559.15	0
PAYROLL - 2021-08-05	8/5/2021	182537		0		\$1884.71	0
PAYROLL - 2021-08-05	8/5/2021	182538		0		\$1751.18	0
PAYROLL - 2021-08-05	8/5/2021	182539		0		\$1791.79	0
PAYROLL - 2021-08-05	8/5/2021	182540		0		\$1472.37	0
PAYROLL - 2021-08-05	8/5/2021	182541		0		\$1760.36	0
PAYROLL - 2021-08-05	8/5/2021	182542		0		\$664.46	0
PAYROLL - 2021-08-05	8/5/2021	182543		0		\$1808.04	0
PAYROLL - 2021-08-05	8/5/2021	182544		0		\$1707.45	0
PAYROLL - 2021-08-05	8/5/2021	182545		0		\$1704.80	0
PAYROLL - 2021-08-05	8/5/2021	182546		0		\$2128.44	0
PAYROLL - 2021-08-05	8/5/2021	182547		0		\$1882.43	0
PAYROLL - 2021-08-05	8/5/2021	182548		0		\$1843.20	0
PAYROLL - 2021-08-05	8/5/2021	182549		0		\$1021.26	0
PAYROLL - 2021-08-05	8/5/2021	182550		0		\$1117.22	0
PAYROLL - 2021-08-05	8/5/2021	182551		0		\$1846.11	0
PAYROLL - 2021-08-05	8/5/2021	182552		0		\$1112.53	0
PAYROLL - 2021-08-05	8/5/2021	182553		0		\$1686.48	0
PAYROLL - 2021-08-05	8/5/2021	182554		0		\$1663.87	0
PAYROLL - 2021-08-05	8/5/2021	182555		0		\$1358.99	0
PAYROLL - 2021-08-05	8/5/2021	182556		0		\$1487.82	0
PAYROLL - 2021-08-05	8/5/2021	182557		0		\$1958.96	0
PAYROLL - 2021-08-05	8/5/2021	182558		0		\$2188.90	0
PAYROLL - 2021-08-05	8/5/2021	182559		0		\$1999.39	0
PAYROLL - 2021-08-05	8/5/2021	182560		0		\$1742.34	0
PAYROLL - 2021-08-05	8/5/2021	182561		0		\$2241.32	0
PAYROLL - 2021-08-05	8/5/2021	182562		0		\$2198.98	0
PAYROLL - 2021-08-05	8/5/2021	182563		0		\$2674.76	0
PAYROLL - 2021-08-05	8/5/2021	182564		0		\$3013.96	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182565		0		\$2546.37	0
PAYROLL - 2021-08-05	8/5/2021	182566		0		\$1426.47	0
PAYROLL - 2021-08-05	8/5/2021	182567		0		\$1792.72	0
PAYROLL - 2021-08-05	8/5/2021	182568		0		\$2647.39	0
PAYROLL - 2021-08-05	8/5/2021	182569		0		\$2215.43	0
PAYROLL - 2021-08-05	8/5/2021	182570		0		\$3694.85	0
PAYROLL - 2021-08-05	8/5/2021	182571		0		\$1501.87	0
PAYROLL - 2021-08-05	8/5/2021	182572		0		\$2183.42	0
PAYROLL - 2021-08-05	8/5/2021	182573		0		\$1936.05	0
PAYROLL - 2021-08-05	8/5/2021	182574		0		\$2794.45	0
PAYROLL - 2021-08-05	8/5/2021	182575		0		\$768.61	0
PAYROLL - 2021-08-05	8/5/2021	182576		0		\$1463.83	0
PAYROLL - 2021-08-05	8/5/2021	182577		0		\$1648.20	0
PAYROLL - 2021-08-05	8/5/2021	182578		0		\$2168.85	0
PAYROLL - 2021-08-05	8/5/2021	182579		0		\$3113.24	0
PAYROLL - 2021-08-05	8/5/2021	182580		0		\$2093.19	0
PAYROLL - 2021-08-05	8/5/2021	182581		0		\$1855.60	0
PAYROLL - 2021-08-05	8/5/2021	182582		0		\$1026.90	0
PAYROLL - 2021-08-05	8/5/2021	182583		0		\$1911.38	0
PAYROLL - 2021-08-05	8/5/2021	182584		0		\$1379.18	0
PAYROLL - 2021-08-05	8/5/2021	182585		0		\$1743.07	0
PAYROLL - 2021-08-05	8/5/2021	182586		0		\$1779.82	0
PAYROLL - 2021-08-05	8/5/2021	182587		0		\$1428.79	0
PAYROLL - 2021-08-05	8/5/2021	182588		0		\$1333.67	0
PAYROLL - 2021-08-05	8/5/2021	182589		0		\$2576.39	0
PAYROLL - 2021-08-05	8/5/2021	182590		0		\$2850.30	0
PAYROLL - 2021-08-05	8/5/2021	182591		0		\$1067.99	0
PAYROLL - 2021-08-05	8/5/2021	182592		0		\$573.55	0
PAYROLL - 2021-08-05	8/5/2021	182593		0		\$2317.67	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182594		0		\$1142.17	0
PAYROLL - 2021-08-05	8/5/2021	182595		0		\$2377.87	0
PAYROLL - 2021-08-05	8/5/2021	182596		0		\$2623.54	0
PAYROLL - 2021-08-05	8/5/2021	182597		0		\$1886.97	0
PAYROLL - 2021-08-05	8/5/2021	182598		0		\$2172.61	0
PAYROLL - 2021-08-05	8/5/2021	182599		0		\$2725.02	0
PAYROLL - 2021-08-05	8/5/2021	182600		0		\$3136.24	0
PAYROLL - 2021-08-05	8/5/2021	182601		0		\$1762.50	0
PAYROLL - 2021-08-05	8/5/2021	182602		0		\$1751.36	0
PAYROLL - 2021-08-05	8/5/2021	182603		0		\$1546.22	0
PAYROLL - 2021-08-05	8/5/2021	182604		0		\$1594.36	0
PAYROLL - 2021-08-05	8/5/2021	182605		0		\$2338.52	0
PAYROLL - 2021-08-05	8/5/2021	182606		0		\$1771.60	0
PAYROLL - 2021-08-05	8/5/2021	182607		0		\$1303.52	0
PAYROLL - 2021-08-05	8/5/2021	182608		0		\$3292.04	0
PAYROLL - 2021-08-05	8/5/2021	182609		0		\$2915.76	0
PAYROLL - 2021-08-05	8/5/2021	182610		0		\$2923.10	0
PAYROLL - 2021-08-05	8/5/2021	182611		0		\$3088.78	0
PAYROLL - 2021-08-05	8/5/2021	182612		0		\$2787.00	0
PAYROLL - 2021-08-05	8/5/2021	182613		0		\$1679.74	0
PAYROLL - 2021-08-05	8/5/2021	182614		0		\$644.78	0
PAYROLL - 2021-08-05	8/5/2021	182615		0		\$3275.11	0
PAYROLL - 2021-08-05	8/5/2021	182616		0		\$2697.54	0
PAYROLL - 2021-08-05	8/5/2021	182617		0		\$1811.80	0
PAYROLL - 2021-08-05	8/5/2021	182618		0		\$2656.39	0
PAYROLL - 2021-08-05	8/5/2021	182619		0		\$1023.15	0
PAYROLL - 2021-08-05	8/5/2021	182620		0		\$1665.09	0
PAYROLL - 2021-08-05	8/5/2021	182621		0		\$1522.10	0
PAYROLL - 2021-08-05	8/5/2021	182622		0		\$1097.07	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182623		0		\$224.89	0
PAYROLL - 2021-08-05	8/5/2021	182624		0		\$3582.96	0
PAYROLL - 2021-08-05	8/5/2021	182625		0		\$1965.36	0
PAYROLL - 2021-08-05	8/5/2021	182626		0		\$1694.32	0
PAYROLL - 2021-08-05	8/5/2021	182627		0		\$3329.02	0
PAYROLL - 2021-08-05	8/5/2021	182628		0		\$1418.63	0
PAYROLL - 2021-08-05	8/5/2021	182629		0		\$2818.67	0
PAYROLL - 2021-08-05	8/5/2021	182630		0		\$1403.98	0
PAYROLL - 2021-08-05	8/5/2021	182631		0		\$1712.69	0
PAYROLL - 2021-08-05	8/5/2021	182632		0		\$1302.35	0
PAYROLL - 2021-08-05	8/5/2021	182633		0		\$1187.92	0
PAYROLL - 2021-08-05	8/5/2021	182634		0		\$1732.03	0
PAYROLL - 2021-08-05	8/5/2021	182635		0		\$2005.16	0
PAYROLL - 2021-08-05	8/5/2021	182636		0		\$2632.55	0
PAYROLL - 2021-08-05	8/5/2021	182637		0		\$1591.03	0
PAYROLL - 2021-08-05	8/5/2021	182638		0		\$2219.34	0
PAYROLL - 2021-08-05	8/5/2021	182639		0		\$1662.91	0
PAYROLL - 2021-08-05	8/5/2021	182640		0		\$1769.23	0
PAYROLL - 2021-08-05	8/5/2021	182641		0		\$2770.93	0
PAYROLL - 2021-08-05	8/5/2021	182642		0		\$1723.52	0
PAYROLL - 2021-08-05	8/5/2021	182643		0		\$1926.82	0
PAYROLL - 2021-08-05	8/5/2021	182644		0		\$1046.90	0
PAYROLL - 2021-08-05	8/5/2021	182645		0		\$2128.88	0
PAYROLL - 2021-08-05	8/5/2021	182646		0		\$487.06	0
PAYROLL - 2021-08-05	8/5/2021	182647		0		\$950.25	0
PAYROLL - 2021-08-05	8/5/2021	182648		0		\$655.50	0
PAYROLL - 2021-08-05	8/5/2021	182649		0		\$860.70	0
PAYROLL - 2021-08-05	8/5/2021	182650		0		\$439.32	0
PAYROLL - 2021-08-05	8/5/2021	182651		0		\$790.19	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-05	8/5/2021	182652		0		\$203.02	0
PAYROLL - 2021-08-05	8/5/2021	182653		0		\$1662.97	0
PAYROLL - 2021-08-05	8/5/2021	182654		0		\$211.39	0
PAYROLL - 2021-08-05	8/5/2021	182655		0		\$656.46	0
PAYROLL - 2021-08-05	8/5/2021	182656		0		\$830.24	0
PAYROLL - 2021-08-05	8/5/2021	182657		0		\$182.72	0
PAYROLL - 2021-08-05	8/5/2021	182658		0		\$1585.88	0
PAYROLL - 2021-08-05	8/5/2021	182659		0		\$1158.98	0
PAYROLL - 2021-08-05	8/5/2021	182660		0		\$861.60	0
PAYROLL - 2021-08-05	8/5/2021	182661		0		\$1724.97	0
PAYROLL - 2021-08-05	8/5/2021	182662		0		\$1131.39	0
PAYROLL - 2021-08-05	8/5/2021	182663		0		\$1839.76	0
PAYROLL - 2021-08-05	8/5/2021	182664		0		\$194.83	0
PAYROLL - 2021-08-05	8/5/2021	182665		0		\$642.42	0
PAYROLL - 2021-08-05	8/5/2021	182666		0		\$1450.96	0
PAYROLL - 2021-08-05	8/5/2021	182667		0		\$540.64	0
PAYROLL - 2021-08-05	8/5/2021	182668		0		\$1508.56	0
PAYROLL - 2021-08-05	8/5/2021	182669		0		\$884.72	0
PAYROLL - 2021-08-05	8/5/2021	182670		0		\$276.69	0
PAYROLL - 2021-08-05	8/5/2021	182671		0		\$236.00	0
PAYROLL - 2021-08-05	8/5/2021	182672		0		\$5865.84	0
PAYROLL - 2021-08-05	TOTALS:					\$1,177,732.50	0
PAYROLL - 2021-08-19	8/19/2021	182673		0		\$2166.45	0
PAYROLL - 2021-08-19	8/19/2021	182674		0		\$982.13	0
PAYROLL - 2021-08-19	8/19/2021	182675		0		\$2214.74	0
PAYROLL - 2021-08-19	8/19/2021	182676		0		\$1355.17	0
PAYROLL - 2021-08-19	8/19/2021	182677		0		\$1802.27	0
PAYROLL - 2021-08-19	8/19/2021	182678		0		\$24438.50	0
PAYROLL - 2021-08-19	8/19/2021	182679		0		\$3869.87	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	182680		0		\$2244.03	0
PAYROLL - 2021-08-19	8/19/2021	182681		0		\$1427.47	0
PAYROLL - 2021-08-19	8/19/2021	182682		0		\$2075.13	0
PAYROLL - 2021-08-19	8/19/2021	182683		0		\$1787.66	0
PAYROLL - 2021-08-19	8/19/2021	182684		0		\$1351.15	0
PAYROLL - 2021-08-19	8/19/2021	182685		0		\$1293.03	0
PAYROLL - 2021-08-19	8/19/2021	182686		0		\$3247.66	0
PAYROLL - 2021-08-19	8/19/2021	182687		0		\$2223.18	0
PAYROLL - 2021-08-19	8/19/2021	182688		0		\$840.74	0
PAYROLL - 2021-08-19	8/19/2021	182689		0		\$4829.48	0
PAYROLL - 2021-08-19	8/19/2021	182690		0		\$558.37	0
PAYROLL - 2021-08-19	8/19/2021	182691		0		\$979.50	0
PAYROLL - 2021-08-19	8/19/2021	182692		0		\$3617.62	0
PAYROLL - 2021-08-19	8/19/2021	182693		0		\$1107.75	0
PAYROLL - 2021-08-19	8/19/2021	182694		0		\$948.87	0
PAYROLL - 2021-08-19	8/19/2021	182695		0		\$1002.24	0
PAYROLL - 2021-08-19	8/19/2021	182696		0		\$978.70	0
PAYROLL - 2021-08-19	8/19/2021	182697		0		\$1769.56	0
PAYROLL - 2021-08-19	8/19/2021	182698		0		\$1923.29	0
PAYROLL - 2021-08-19	8/19/2021	182699		0		\$1283.40	0
PAYROLL - 2021-08-19	8/19/2021	182700		0		\$1858.93	0
PAYROLL - 2021-08-19	8/19/2021	182701		0		\$1129.51	0
PAYROLL - 2021-08-19	8/19/2021	182702		0		\$879.63	0
PAYROLL - 2021-08-19	8/19/2021	182703		0		\$1035.39	0
PAYROLL - 2021-08-19	8/19/2021	182704		0		\$1065.39	0
PAYROLL - 2021-08-19	8/19/2021	182705		0		\$1927.40	0
PAYROLL - 2021-08-19	8/19/2021	182706		0		\$1556.57	0
PAYROLL - 2021-08-19	8/19/2021	182707		0		\$2477.37	0
PAYROLL - 2021-08-19	8/19/2021	182708		0		\$1149.06	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	182709		0		\$1611.66	0
PAYROLL - 2021-08-19	8/19/2021	182710		0		\$1282.37	0
PAYROLL - 2021-08-19	8/19/2021	182711		0		\$1001.42	0
PAYROLL - 2021-08-19	8/19/2021	182712		0		\$1388.72	0
PAYROLL - 2021-08-19	8/19/2021	182713		0		\$1698.91	0
PAYROLL - 2021-08-19	8/19/2021	182714		0		\$1588.52	0
PAYROLL - 2021-08-19	8/19/2021	182715		0		\$1588.07	0
PAYROLL - 2021-08-19	8/19/2021	182716		0		\$1354.90	0
PAYROLL - 2021-08-19	8/19/2021	182717		0		\$814.24	0
PAYROLL - 2021-08-19	8/19/2021	182718		0		\$1948.14	0
PAYROLL - 2021-08-19	8/19/2021	182719		0		\$1271.25	0
PAYROLL - 2021-08-19	8/19/2021	182720		0		\$1193.63	0
PAYROLL - 2021-08-19	8/19/2021	182721		0		\$1099.22	0
PAYROLL - 2021-08-19	8/19/2021	182722		0		\$1713.16	0
PAYROLL - 2021-08-19	8/19/2021	182723		0		\$1128.87	0
PAYROLL - 2021-08-19	8/19/2021	182724		0		\$1065.49	0
PAYROLL - 2021-08-19	8/19/2021	182725		0		\$1781.57	0
PAYROLL - 2021-08-19	8/19/2021	182726		0		\$1103.45	0
PAYROLL - 2021-08-19	8/19/2021	182727		0		\$1689.06	0
PAYROLL - 2021-08-19	8/19/2021	182728		0		\$1553.50	0
PAYROLL - 2021-08-19	8/19/2021	182729		0		\$1205.25	0
PAYROLL - 2021-08-19	8/19/2021	182730		0		\$1065.52	0
PAYROLL - 2021-08-19	8/19/2021	182731		0		\$508.38	0
PAYROLL - 2021-08-19	8/19/2021	182732		0		\$1143.62	0
PAYROLL - 2021-08-19	8/19/2021	182733		0		\$1680.40	0
PAYROLL - 2021-08-19	8/19/2021	182734		0		\$1622.68	0
PAYROLL - 2021-08-19	8/19/2021	182735		0		\$1886.94	0
PAYROLL - 2021-08-19	8/19/2021	182736		0		\$2204.88	0
PAYROLL - 2021-08-19	8/19/2021	182737		0		\$2008.62	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	182738		0		\$1001.44	0
PAYROLL - 2021-08-19	8/19/2021	182739		0		\$775.36	0
PAYROLL - 2021-08-19	8/19/2021	182740		0		\$1385.00	0
PAYROLL - 2021-08-19	8/19/2021	182741		0		\$1993.29	0
PAYROLL - 2021-08-19	8/19/2021	182742		0		\$3376.14	0
PAYROLL - 2021-08-19	8/19/2021	182743		0		\$2314.64	0
PAYROLL - 2021-08-19	8/19/2021	182744		0		\$2291.66	0
PAYROLL - 2021-08-19	8/19/2021	182745		0		\$3948.04	0
PAYROLL - 2021-08-19	8/19/2021	182746		0		\$1492.09	0
PAYROLL - 2021-08-19	8/19/2021	182747		0		\$8718.12	0
PAYROLL - 2021-08-19	8/19/2021	182748		0		\$1388.27	0
PAYROLL - 2021-08-19	8/19/2021	182749		0		\$1405.40	0
PAYROLL - 2021-08-19	8/19/2021	182750		0		\$1527.02	0
PAYROLL - 2021-08-19	8/19/2021	182751		0		\$1846.48	0
PAYROLL - 2021-08-19	8/19/2021	182752		0		\$1398.74	0
PAYROLL - 2021-08-19	8/19/2021	182753		0		\$1420.51	0
PAYROLL - 2021-08-19	8/19/2021	182754		0		\$2553.21	0
PAYROLL - 2021-08-19	8/19/2021	182755		0		\$1506.80	0
PAYROLL - 2021-08-19	8/19/2021	182756		0		\$4668.55	0
PAYROLL - 2021-08-19	8/19/2021	182757		0		\$1308.30	0
PAYROLL - 2021-08-19	8/19/2021	182758		0		\$723.23	0
PAYROLL - 2021-08-19	8/19/2021	182759		0		\$1473.86	0
PAYROLL - 2021-08-19	8/19/2021	182760		0		\$2000.84	0
PAYROLL - 2021-08-19	8/19/2021	182761		0		\$1897.34	0
PAYROLL - 2021-08-19	8/19/2021	182762		0		\$2099.35	0
PAYROLL - 2021-08-19	8/19/2021	182763		0		\$2311.51	0
PAYROLL - 2021-08-19	8/19/2021	182764		0		\$1414.64	0
PAYROLL - 2021-08-19	8/19/2021	182765		0		\$1157.26	0
PAYROLL - 2021-08-19	8/19/2021	182766		0		\$1927.31	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	182767		0		\$1574.27	0
PAYROLL - 2021-08-19	8/19/2021	182768		0		\$1532.69	0
PAYROLL - 2021-08-19	8/19/2021	182769		0		\$1699.31	0
PAYROLL - 2021-08-19	8/19/2021	182770		0		\$1646.98	0
PAYROLL - 2021-08-19	8/19/2021	182771		0		\$1330.68	0
PAYROLL - 2021-08-19	8/19/2021	182772		0		\$1801.58	0
PAYROLL - 2021-08-19	8/19/2021	182773		0		\$1375.43	0
PAYROLL - 2021-08-19	8/19/2021	182774		0		\$1848.09	0
PAYROLL - 2021-08-19	8/19/2021	182775		0		\$1823.63	0
PAYROLL - 2021-08-19	8/19/2021	182776		0		\$549.40	0
PAYROLL - 2021-08-19	8/19/2021	182777		0		\$2485.43	0
PAYROLL - 2021-08-19	8/19/2021	182778		0		\$582.34	0
PAYROLL - 2021-08-19	8/19/2021	182779		0		\$489.45	0
PAYROLL - 2021-08-19	8/19/2021	182780		0		\$722.85	0
PAYROLL - 2021-08-19	8/19/2021	182781		0		\$210.02	0
PAYROLL - 2021-08-19	8/19/2021	182782		0		\$584.44	0
PAYROLL - 2021-08-19	8/19/2021	182783		0		\$1763.52	0
PAYROLL - 2021-08-19	8/19/2021	182784		0		\$561.93	0
PAYROLL - 2021-08-19	8/19/2021	182785		0		\$479.59	0
PAYROLL - 2021-08-19	8/19/2021	182786		0		\$181.81	0
PAYROLL - 2021-08-19	8/19/2021	182787		0		\$1686.18	0
PAYROLL - 2021-08-19	8/19/2021	182788		0		\$761.65	0
PAYROLL - 2021-08-19	8/19/2021	182789		0		\$600.85	0
PAYROLL - 2021-08-19	8/19/2021	182790		0		\$344.81	0
PAYROLL - 2021-08-19	8/19/2021	182791		0		\$1354.91	0
PAYROLL - 2021-08-19	8/19/2021	182792		0		\$1156.25	0
PAYROLL - 2021-08-19	8/19/2021	182793		0		\$406.16	0
PAYROLL - 2021-08-19	8/19/2021	182794		0		\$1246.96	0
PAYROLL - 2021-08-19	8/19/2021	182795		0		\$545.31	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	182796		0		\$2112.56	0
PAYROLL - 2021-08-19	8/19/2021	182797		0		\$1696.55	0
PAYROLL - 2021-08-19	8/19/2021	182798		0		\$2292.93	0
PAYROLL - 2021-08-19	8/19/2021	182799		0		\$87.78	0
PAYROLL - 2021-08-19	8/19/2021	182800		0		\$376.17	0
PAYROLL - 2021-08-19	8/19/2021	182801		0		\$696.15	0
PAYROLL - 2021-08-19	8/19/2021	182802		0		\$373.21	0
PAYROLL - 2021-08-19	8/19/2021	182803		0		\$934.71	0
PAYROLL - 2021-08-19	8/19/2021	182804		0		\$1425.91	0
PAYROLL - 2021-08-19	8/19/2021	182805		0		\$584.42	0
PAYROLL - 2021-08-19	8/19/2021	182806		0		\$634.71	0
PAYROLL - 2021-08-19	8/19/2021	182807		0		\$855.70	0
PAYROLL - 2021-08-19	8/19/2021	182808		0		\$266.43	0
PAYROLL - 2021-08-19	8/19/2021	182809		0		\$481.08	0
PAYROLL - 2021-08-19	8/19/2021	182810		0		\$1449.89	0
PAYROLL - 2021-08-19	8/19/2021	182811		0		\$3447.10	0
PAYROLL - 2021-08-19	8/19/2021	182812		0		\$637.47	0
PAYROLL - 2021-08-19	8/19/2021	182813		0		\$301.37	0
PAYROLL - 2021-08-19	8/19/2021	182814		0		\$407.52	0
PAYROLL - 2021-08-19	8/19/2021	182815		0		\$492.30	0
PAYROLL - 2021-08-19	8/19/2021	182816		0		\$825.58	0
PAYROLL - 2021-08-19	8/19/2021	182817		0		\$1507.59	0
PAYROLL - 2021-08-19	8/19/2021	182818		0		\$2218.99	0
PAYROLL - 2021-08-19	8/19/2021	182819		0		\$2589.20	0
PAYROLL - 2021-08-19	8/19/2021	182820		0		\$1726.29	0
PAYROLL - 2021-08-19	8/19/2021	182821		0		\$1946.51	0
PAYROLL - 2021-08-19	8/19/2021	182822		0		\$1828.97	0
PAYROLL - 2021-08-19	8/19/2021	182823		0		\$1885.83	0
PAYROLL - 2021-08-19	8/19/2021	182824		0		\$1888.17	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	182825		0		\$2044.02	0
PAYROLL - 2021-08-19	8/19/2021	182826		0		\$2239.66	0
PAYROLL - 2021-08-19	8/19/2021	182827		0		\$2897.79	0
PAYROLL - 2021-08-19	8/19/2021	182828		0		\$1693.46	0
PAYROLL - 2021-08-19	8/19/2021	182829		0		\$2294.83	0
PAYROLL - 2021-08-19	8/19/2021	182830		0		\$1201.86	0
PAYROLL - 2021-08-19	8/19/2021	182831		0		\$1646.26	0
PAYROLL - 2021-08-19	8/19/2021	182832		0		\$1691.20	0
PAYROLL - 2021-08-19	8/19/2021	182833		0		\$2159.24	0
PAYROLL - 2021-08-19	8/19/2021	182834		0		\$1164.58	0
PAYROLL - 2021-08-19	8/19/2021	182835		0		\$1848.24	0
PAYROLL - 2021-08-19	8/19/2021	182836		0		\$2404.25	0
PAYROLL - 2021-08-19	8/19/2021	182837		0		\$1086.52	0
PAYROLL - 2021-08-19	8/19/2021	182838		0		\$1597.20	0
PAYROLL - 2021-08-19	8/19/2021	182839		0		\$1958.20	0
PAYROLL - 2021-08-19	8/19/2021	182840		0		\$1607.87	0
PAYROLL - 2021-08-19	8/19/2021	182841		0		\$1854.78	0
PAYROLL - 2021-08-19	8/19/2021	182842		0		\$1865.10	0
PAYROLL - 2021-08-19	8/19/2021	182843		0		\$2066.32	0
PAYROLL - 2021-08-19	8/19/2021	182844		0		\$1823.38	0
PAYROLL - 2021-08-19	8/19/2021	182845		0		\$1947.40	0
PAYROLL - 2021-08-19	8/19/2021	182846		0		\$1517.38	0
PAYROLL - 2021-08-19	8/19/2021	182847		0		\$1951.23	0
PAYROLL - 2021-08-19	8/19/2021	182848		0		\$1348.29	0
PAYROLL - 2021-08-19	8/19/2021	182849		0		\$1919.13	0
PAYROLL - 2021-08-19	8/19/2021	182850		0		\$1633.52	0
PAYROLL - 2021-08-19	8/19/2021	182851		0		\$1767.59	0
PAYROLL - 2021-08-19	8/19/2021	182852		0		\$1850.77	0
PAYROLL - 2021-08-19	8/19/2021	182853		0		\$1945.87	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	182854		0		\$1984.80	0
PAYROLL - 2021-08-19	8/19/2021	182855		0		\$2919.77	0
PAYROLL - 2021-08-19	8/19/2021	182856		0		\$2391.01	0
PAYROLL - 2021-08-19	8/19/2021	182857		0		\$1772.14	0
PAYROLL - 2021-08-19	8/19/2021	182858		0		\$5007.12	0
PAYROLL - 2021-08-19	8/19/2021	182859		0		\$3841.92	0
PAYROLL - 2021-08-19	8/19/2021	182860		0		\$1609.96	0
PAYROLL - 2021-08-19	8/19/2021	182861		0		\$3275.06	0
PAYROLL - 2021-08-19	8/19/2021	182862		0		\$2510.50	0
PAYROLL - 2021-08-19	8/19/2021	182863		0		\$2973.96	0
PAYROLL - 2021-08-19	8/19/2021	182864		0		\$4224.14	0
PAYROLL - 2021-08-19	8/19/2021	182865		0		\$3170.76	0
PAYROLL - 2021-08-19	8/19/2021	182866		0		\$4319.08	0
PAYROLL - 2021-08-19	8/19/2021	182867		0		\$3534.39	0
PAYROLL - 2021-08-19	8/19/2021	182868		0		\$3106.20	0
PAYROLL - 2021-08-19	8/19/2021	182869		0		\$3104.80	0
PAYROLL - 2021-08-19	8/19/2021	182870		0		\$3417.27	0
PAYROLL - 2021-08-19	8/19/2021	182871		0		\$5847.99	0
PAYROLL - 2021-08-19	8/19/2021	182872		0		\$2423.78	0
PAYROLL - 2021-08-19	8/19/2021	182873		0		\$3556.52	0
PAYROLL - 2021-08-19	8/19/2021	182874		0		\$2260.60	0
PAYROLL - 2021-08-19	8/19/2021	182875		0		\$3218.77	0
PAYROLL - 2021-08-19	8/19/2021	182876		0		\$5539.84	0
PAYROLL - 2021-08-19	8/19/2021	182877		0		\$3174.19	0
PAYROLL - 2021-08-19	8/19/2021	182878		0		\$3491.52	0
PAYROLL - 2021-08-19	8/19/2021	182879		0		\$2559.08	0
PAYROLL - 2021-08-19	8/19/2021	182880		0		\$1807.44	0
PAYROLL - 2021-08-19	8/19/2021	182881		0		\$1979.54	0
PAYROLL - 2021-08-19	8/19/2021	182882		0		\$2878.06	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	182883		0		\$1575.66	0
PAYROLL - 2021-08-19	8/19/2021	182884		0		\$4045.55	0
PAYROLL - 2021-08-19	8/19/2021	182885		0		\$1472.22	0
PAYROLL - 2021-08-19	8/19/2021	182886		0		\$1920.74	0
PAYROLL - 2021-08-19	8/19/2021	182887		0		\$4033.75	0
PAYROLL - 2021-08-19	8/19/2021	182888		0		\$4005.49	0
PAYROLL - 2021-08-19	8/19/2021	182889		0		\$3635.57	0
PAYROLL - 2021-08-19	8/19/2021	182890		0		\$3112.77	0
PAYROLL - 2021-08-19	8/19/2021	182891		0		\$1969.84	0
PAYROLL - 2021-08-19	8/19/2021	182892		0		\$2357.81	0
PAYROLL - 2021-08-19	8/19/2021	182893		0		\$2502.72	0
PAYROLL - 2021-08-19	8/19/2021	182894		0		\$4170.56	0
PAYROLL - 2021-08-19	8/19/2021	182895		0		\$2275.41	0
PAYROLL - 2021-08-19	8/19/2021	182896		0		\$1916.84	0
PAYROLL - 2021-08-19	8/19/2021	182897		0		\$2147.34	0
PAYROLL - 2021-08-19	8/19/2021	182898		0		\$2826.18	0
PAYROLL - 2021-08-19	8/19/2021	182899		0		\$1979.56	0
PAYROLL - 2021-08-19	8/19/2021	182900		0		\$2498.42	0
PAYROLL - 2021-08-19	8/19/2021	182901		0		\$2136.80	0
PAYROLL - 2021-08-19	8/19/2021	182902		0		\$2188.67	0
PAYROLL - 2021-08-19	8/19/2021	182903		0		\$2309.97	0
PAYROLL - 2021-08-19	8/19/2021	182904		0		\$2438.24	0
PAYROLL - 2021-08-19	8/19/2021	182905		0		\$2796.31	0
PAYROLL - 2021-08-19	8/19/2021	182906		0		\$2819.26	0
PAYROLL - 2021-08-19	8/19/2021	182907		0		\$3683.90	0
PAYROLL - 2021-08-19	8/19/2021	182908		0		\$2283.01	0
PAYROLL - 2021-08-19	8/19/2021	182909		0		\$1413.32	0
PAYROLL - 2021-08-19	8/19/2021	182910		0		\$2277.64	0
PAYROLL - 2021-08-19	8/19/2021	182911		0		\$5345.69	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	182912		0		\$3381.76	0
PAYROLL - 2021-08-19	8/19/2021	182913		0		\$2888.22	0
PAYROLL - 2021-08-19	8/19/2021	182914		0		\$3036.41	0
PAYROLL - 2021-08-19	8/19/2021	182915		0		\$1986.72	0
PAYROLL - 2021-08-19	8/19/2021	182916		0		\$3118.65	0
PAYROLL - 2021-08-19	8/19/2021	182917		0		\$3082.79	0
PAYROLL - 2021-08-19	8/19/2021	182918		0		\$3064.13	0
PAYROLL - 2021-08-19	8/19/2021	182919		0		\$1192.06	0
PAYROLL - 2021-08-19	8/19/2021	182920		0		\$2238.60	0
PAYROLL - 2021-08-19	8/19/2021	182921		0		\$4207.14	0
PAYROLL - 2021-08-19	8/19/2021	182922		0		\$2380.81	0
PAYROLL - 2021-08-19	8/19/2021	182923		0		\$3195.47	0
PAYROLL - 2021-08-19	8/19/2021	182924		0		\$2534.64	0
PAYROLL - 2021-08-19	8/19/2021	182925		0		\$3268.73	0
PAYROLL - 2021-08-19	8/19/2021	182926		0		\$3830.53	0
PAYROLL - 2021-08-19	8/19/2021	182927		0		\$3643.80	0
PAYROLL - 2021-08-19	8/19/2021	182928		0		\$1275.83	0
PAYROLL - 2021-08-19	8/19/2021	182929		0		\$1777.93	0
PAYROLL - 2021-08-19	8/19/2021	182930		0		\$3061.66	0
PAYROLL - 2021-08-19	8/19/2021	182931		0		\$1631.72	0
PAYROLL - 2021-08-19	8/19/2021	182932		0		\$2881.44	0
PAYROLL - 2021-08-19	8/19/2021	182933		0		\$1509.26	0
PAYROLL - 2021-08-19	8/19/2021	182934		0		\$4477.03	0
PAYROLL - 2021-08-19	8/19/2021	182935		0		\$1953.67	0
PAYROLL - 2021-08-19	8/19/2021	182936		0		\$3429.94	0
PAYROLL - 2021-08-19	8/19/2021	182937		0		\$3191.66	0
PAYROLL - 2021-08-19	8/19/2021	182938		0		\$1658.77	0
PAYROLL - 2021-08-19	8/19/2021	182939		0		\$3424.37	0
PAYROLL - 2021-08-19	8/19/2021	182940		0		\$3105.57	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	182941		0		\$3519.72	0
PAYROLL - 2021-08-19	8/19/2021	182942		0		\$3074.81	0
PAYROLL - 2021-08-19	8/19/2021	182943		0		\$2994.80	0
PAYROLL - 2021-08-19	8/19/2021	182944		0		\$3696.89	0
PAYROLL - 2021-08-19	8/19/2021	182945		0		\$2284.45	0
PAYROLL - 2021-08-19	8/19/2021	182946		0		\$3544.76	0
PAYROLL - 2021-08-19	8/19/2021	182947		0		\$1435.94	0
PAYROLL - 2021-08-19	8/19/2021	182948		0		\$2834.22	0
PAYROLL - 2021-08-19	8/19/2021	182949		0		\$1813.09	0
PAYROLL - 2021-08-19	8/19/2021	182950		0		\$3088.10	0
PAYROLL - 2021-08-19	8/19/2021	182951		0		\$1527.49	0
PAYROLL - 2021-08-19	8/19/2021	182952		0		\$6132.72	0
PAYROLL - 2021-08-19	8/19/2021	182953		0		\$7123.76	0
PAYROLL - 2021-08-19	8/19/2021	182954		0		\$1528.26	0
PAYROLL - 2021-08-19	8/19/2021	182955		0		\$2618.65	0
PAYROLL - 2021-08-19	8/19/2021	182956		0		\$2558.06	0
PAYROLL - 2021-08-19	8/19/2021	182957		0		\$2739.44	0
PAYROLL - 2021-08-19	8/19/2021	182958		0		\$2806.67	0
PAYROLL - 2021-08-19	8/19/2021	182959		0		\$3491.56	0
PAYROLL - 2021-08-19	8/19/2021	182960		0		\$3521.10	0
PAYROLL - 2021-08-19	8/19/2021	182961		0		\$2523.24	0
PAYROLL - 2021-08-19	8/19/2021	182962		0		\$3580.61	0
PAYROLL - 2021-08-19	8/19/2021	182963		0		\$1832.84	0
PAYROLL - 2021-08-19	8/19/2021	182964		0		\$3028.46	0
PAYROLL - 2021-08-19	8/19/2021	182965		0		\$2436.97	0
PAYROLL - 2021-08-19	8/19/2021	182966		0		\$2956.32	0
PAYROLL - 2021-08-19	8/19/2021	182967		0		\$3356.56	0
PAYROLL - 2021-08-19	8/19/2021	182968		0		\$2629.79	0
PAYROLL - 2021-08-19	8/19/2021	182969		0		\$2726.01	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	182970		0		\$1174.28	0
PAYROLL - 2021-08-19	8/19/2021	182971		0		\$2785.77	0
PAYROLL - 2021-08-19	8/19/2021	182972		0		\$1773.05	0
PAYROLL - 2021-08-19	8/19/2021	182973		0		\$1450.60	0
PAYROLL - 2021-08-19	8/19/2021	182974		0		\$2954.32	0
PAYROLL - 2021-08-19	8/19/2021	182975		0		\$3648.93	0
PAYROLL - 2021-08-19	8/19/2021	182976		0		\$3845.92	0
PAYROLL - 2021-08-19	8/19/2021	182977		0		\$2486.22	0
PAYROLL - 2021-08-19	8/19/2021	182978		0		\$2485.73	0
PAYROLL - 2021-08-19	8/19/2021	182979		0		\$2684.70	0
PAYROLL - 2021-08-19	8/19/2021	182980		0		\$2950.66	0
PAYROLL - 2021-08-19	8/19/2021	182981		0		\$10162.46	0
PAYROLL - 2021-08-19	8/19/2021	182982		0		\$1344.58	0
PAYROLL - 2021-08-19	8/19/2021	182983		0		\$2998.99	0
PAYROLL - 2021-08-19	8/19/2021	182984		0		\$1353.46	0
PAYROLL - 2021-08-19	8/19/2021	182985		0		\$2544.02	0
PAYROLL - 2021-08-19	8/19/2021	182986		0		\$3274.87	0
PAYROLL - 2021-08-19	8/19/2021	182987		0		\$2568.56	0
PAYROLL - 2021-08-19	8/19/2021	182988		0		\$2785.95	0
PAYROLL - 2021-08-19	8/19/2021	182989		0		\$3758.28	0
PAYROLL - 2021-08-19	8/19/2021	182990		0		\$3062.05	0
PAYROLL - 2021-08-19	8/19/2021	182991		0		\$2574.33	0
PAYROLL - 2021-08-19	8/19/2021	182992		0		\$3240.74	0
PAYROLL - 2021-08-19	8/19/2021	182993		0		\$5412.35	0
PAYROLL - 2021-08-19	8/19/2021	182994		0		\$2259.38	0
PAYROLL - 2021-08-19	8/19/2021	182995		0		\$2498.88	0
PAYROLL - 2021-08-19	8/19/2021	182996		0		\$1519.08	0
PAYROLL - 2021-08-19	8/19/2021	182997		0		\$4364.53	0
PAYROLL - 2021-08-19	8/19/2021	182998		0		\$3336.68	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	182999		0		\$2729.33	0
PAYROLL - 2021-08-19	8/19/2021	183000		0		\$4046.73	0
PAYROLL - 2021-08-19	8/19/2021	183001		0		\$1213.55	0
PAYROLL - 2021-08-19	8/19/2021	183002		0		\$3191.45	0
PAYROLL - 2021-08-19	8/19/2021	183003		0		\$3049.36	0
PAYROLL - 2021-08-19	8/19/2021	183004		0		\$2058.59	0
PAYROLL - 2021-08-19	8/19/2021	183005		0		\$2253.09	0
PAYROLL - 2021-08-19	8/19/2021	183006		0		\$1452.42	0
PAYROLL - 2021-08-19	8/19/2021	183007		0		\$1937.15	0
PAYROLL - 2021-08-19	8/19/2021	183008		0		\$3555.74	0
PAYROLL - 2021-08-19	8/19/2021	183009		0		\$1587.05	0
PAYROLL - 2021-08-19	8/19/2021	183010		0		\$5467.85	0
PAYROLL - 2021-08-19	8/19/2021	183011		0		\$1910.78	0
PAYROLL - 2021-08-19	8/19/2021	183012		0		\$1849.64	0
PAYROLL - 2021-08-19	8/19/2021	183013		0		\$1997.81	0
PAYROLL - 2021-08-19	8/19/2021	183014		0		\$5459.53	0
PAYROLL - 2021-08-19	8/19/2021	183015		0		\$3096.42	0
PAYROLL - 2021-08-19	8/19/2021	183016		0		\$1537.30	0
PAYROLL - 2021-08-19	8/19/2021	183017		0		\$3103.35	0
PAYROLL - 2021-08-19	8/19/2021	183018		0		\$4490.18	0
PAYROLL - 2021-08-19	8/19/2021	183019		0		\$3354.99	0
PAYROLL - 2021-08-19	8/19/2021	183020		0		\$1418.90	0
PAYROLL - 2021-08-19	8/19/2021	183021		0		\$2336.91	0
PAYROLL - 2021-08-19	8/19/2021	183022		0		\$2729.68	0
PAYROLL - 2021-08-19	8/19/2021	183023		0		\$2572.85	0
PAYROLL - 2021-08-19	8/19/2021	183024		0		\$2937.08	0
PAYROLL - 2021-08-19	8/19/2021	183025		0		\$3364.25	0
PAYROLL - 2021-08-19	8/19/2021	183026		0		\$2838.52	0
PAYROLL - 2021-08-19	8/19/2021	183027		0		\$6455.84	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	183028		0		\$3218.88	0
PAYROLL - 2021-08-19	8/19/2021	183029		0		\$1754.08	0
PAYROLL - 2021-08-19	8/19/2021	183030		0		\$1900.82	0
PAYROLL - 2021-08-19	8/19/2021	183031		0		\$3534.19	0
PAYROLL - 2021-08-19	8/19/2021	183032		0		\$2812.55	0
PAYROLL - 2021-08-19	8/19/2021	183033		0		\$2419.52	0
PAYROLL - 2021-08-19	8/19/2021	183034		0		\$1743.09	0
PAYROLL - 2021-08-19	8/19/2021	183035		0		\$2786.58	0
PAYROLL - 2021-08-19	8/19/2021	183036		0		\$1584.90	0
PAYROLL - 2021-08-19	8/19/2021	183037		0		\$1964.87	0
PAYROLL - 2021-08-19	8/19/2021	183038		0		\$1344.87	0
PAYROLL - 2021-08-19	8/19/2021	183039		0		\$2456.43	0
PAYROLL - 2021-08-19	8/19/2021	183040		0		\$3249.13	0
PAYROLL - 2021-08-19	8/19/2021	183041		0		\$2585.92	0
PAYROLL - 2021-08-19	8/19/2021	183042		0		\$2972.90	0
PAYROLL - 2021-08-19	8/19/2021	183043		0		\$1162.77	0
PAYROLL - 2021-08-19	8/19/2021	183044		0		\$2888.81	0
PAYROLL - 2021-08-19	8/19/2021	183045		0		\$2515.28	0
PAYROLL - 2021-08-19	8/19/2021	183046		0		\$4919.77	0
PAYROLL - 2021-08-19	8/19/2021	183047		0		\$2497.54	0
PAYROLL - 2021-08-19	8/19/2021	183048		0		\$3836.75	0
PAYROLL - 2021-08-19	8/19/2021	183049		0		\$2067.76	0
PAYROLL - 2021-08-19	8/19/2021	183050		0		\$2733.14	0
PAYROLL - 2021-08-19	8/19/2021	183051		0		\$1867.11	0
PAYROLL - 2021-08-19	8/19/2021	183052		0		\$1512.04	0
PAYROLL - 2021-08-19	8/19/2021	183053		0		\$3703.35	0
PAYROLL - 2021-08-19	8/19/2021	183054		0		\$2442.91	0
PAYROLL - 2021-08-19	8/19/2021	183055		0		\$3396.79	0
PAYROLL - 2021-08-19	8/19/2021	183056		0		\$3396.82	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	183057		0		\$3875.65	0
PAYROLL - 2021-08-19	8/19/2021	183058		0		\$2551.61	0
PAYROLL - 2021-08-19	8/19/2021	183059		0		\$2456.30	0
PAYROLL - 2021-08-19	8/19/2021	183060		0		\$1956.33	0
PAYROLL - 2021-08-19	8/19/2021	183061		0		\$2631.19	0
PAYROLL - 2021-08-19	8/19/2021	183062		0		\$2216.14	0
PAYROLL - 2021-08-19	8/19/2021	183063		0		\$2722.55	0
PAYROLL - 2021-08-19	8/19/2021	183064		0		\$2173.43	0
PAYROLL - 2021-08-19	8/19/2021	183065		0		\$2132.49	0
PAYROLL - 2021-08-19	8/19/2021	183066		0		\$2305.49	0
PAYROLL - 2021-08-19	8/19/2021	183067		0		\$1657.84	0
PAYROLL - 2021-08-19	8/19/2021	183068		0		\$3346.66	0
PAYROLL - 2021-08-19	8/19/2021	183069		0		\$840.49	0
PAYROLL - 2021-08-19	8/19/2021	183070		0		\$1612.65	0
PAYROLL - 2021-08-19	8/19/2021	183071		0		\$1864.53	0
PAYROLL - 2021-08-19	8/19/2021	183072		0		\$2522.50	0
PAYROLL - 2021-08-19	8/19/2021	183073		0		\$1729.51	0
PAYROLL - 2021-08-19	8/19/2021	183074		0		\$1836.19	0
PAYROLL - 2021-08-19	8/19/2021	183075		0		\$4283.67	0
PAYROLL - 2021-08-19	8/19/2021	183076		0		\$1689.66	0
PAYROLL - 2021-08-19	8/19/2021	183077		0		\$2104.34	0
PAYROLL - 2021-08-19	8/19/2021	183078		0		\$2701.18	0
PAYROLL - 2021-08-19	8/19/2021	183079		0		\$1615.48	0
PAYROLL - 2021-08-19	8/19/2021	183080		0		\$1526.40	0
PAYROLL - 2021-08-19	8/19/2021	183081		0		\$1817.07	0
PAYROLL - 2021-08-19	8/19/2021	183082		0		\$2427.08	0
PAYROLL - 2021-08-19	8/19/2021	183083		0		\$2265.75	0
PAYROLL - 2021-08-19	8/19/2021	183084		0		\$1983.49	0
PAYROLL - 2021-08-19	8/19/2021	183085		0		\$1317.17	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	183086		0		\$2332.86	0
PAYROLL - 2021-08-19	8/19/2021	183087		0		\$1429.00	0
PAYROLL - 2021-08-19	8/19/2021	183088		0		\$1727.75	0
PAYROLL - 2021-08-19	8/19/2021	183089		0		\$1618.30	0
PAYROLL - 2021-08-19	8/19/2021	183090		0		\$1995.30	0
PAYROLL - 2021-08-19	8/19/2021	183091		0		\$2124.95	0
PAYROLL - 2021-08-19	8/19/2021	183092		0		\$1684.45	0
PAYROLL - 2021-08-19	8/19/2021	183093		0		\$1546.65	0
PAYROLL - 2021-08-19	8/19/2021	183094		0		\$1943.34	0
PAYROLL - 2021-08-19	8/19/2021	183095		0		\$1458.63	0
PAYROLL - 2021-08-19	8/19/2021	183096		0		\$2032.30	0
PAYROLL - 2021-08-19	8/19/2021	183097		0		\$1294.15	0
PAYROLL - 2021-08-19	8/19/2021	183098		0		\$2274.68	0
PAYROLL - 2021-08-19	8/19/2021	183099		0		\$1615.02	0
PAYROLL - 2021-08-19	8/19/2021	183100		0		\$1735.24	0
PAYROLL - 2021-08-19	8/19/2021	183101		0		\$1721.33	0
PAYROLL - 2021-08-19	8/19/2021	183102		0		\$2000.28	0
PAYROLL - 2021-08-19	8/19/2021	183103		0		\$1814.63	0
PAYROLL - 2021-08-19	8/19/2021	183104		0		\$1961.04	0
PAYROLL - 2021-08-19	8/19/2021	183105		0		\$2551.47	0
PAYROLL - 2021-08-19	8/19/2021	183106		0		\$3188.64	0
PAYROLL - 2021-08-19	8/19/2021	183107		0		\$1945.10	0
PAYROLL - 2021-08-19	8/19/2021	183108		0		\$1763.65	0
PAYROLL - 2021-08-19	8/19/2021	183109		0		\$1121.41	0
PAYROLL - 2021-08-19	8/19/2021	183110		0		\$2008.83	0
PAYROLL - 2021-08-19	8/19/2021	183111		0		\$1643.13	0
PAYROLL - 2021-08-19	8/19/2021	183112		0		\$1790.64	0
PAYROLL - 2021-08-19	8/19/2021	183113		0		\$1774.54	0
PAYROLL - 2021-08-19	8/19/2021	183114		0		\$1769.66	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	183115		0		\$1939.68	0
PAYROLL - 2021-08-19	8/19/2021	183116		0		\$1778.77	0
PAYROLL - 2021-08-19	8/19/2021	183117		0		\$2102.18	0
PAYROLL - 2021-08-19	8/19/2021	183118		0		\$2269.68	0
PAYROLL - 2021-08-19	8/19/2021	183119		0		\$1503.43	0
PAYROLL - 2021-08-19	8/19/2021	183120		0		\$1850.86	0
PAYROLL - 2021-08-19	8/19/2021	183121		0		\$670.07	0
PAYROLL - 2021-08-19	8/19/2021	183122		0		\$1834.10	0
PAYROLL - 2021-08-19	8/19/2021	183123		0		\$1818.87	0
PAYROLL - 2021-08-19	8/19/2021	183124		0		\$1781.71	0
PAYROLL - 2021-08-19	8/19/2021	183125		0		\$2099.31	0
PAYROLL - 2021-08-19	8/19/2021	183126		0		\$1852.98	0
PAYROLL - 2021-08-19	8/19/2021	183127		0		\$1939.03	0
PAYROLL - 2021-08-19	8/19/2021	183128		0		\$986.46	0
PAYROLL - 2021-08-19	8/19/2021	183129		0		\$1198.64	0
PAYROLL - 2021-08-19	8/19/2021	183130		0		\$2008.77	0
PAYROLL - 2021-08-19	8/19/2021	183131		0		\$1275.78	0
PAYROLL - 2021-08-19	8/19/2021	183132		0		\$1890.40	0
PAYROLL - 2021-08-19	8/19/2021	183133		0		\$1803.96	0
PAYROLL - 2021-08-19	8/19/2021	183134		0		\$1324.79	0
PAYROLL - 2021-08-19	8/19/2021	183135		0		\$1554.38	0
PAYROLL - 2021-08-19	8/19/2021	183136		0		\$2235.52	0
PAYROLL - 2021-08-19	8/19/2021	183137		0		\$2371.21	0
PAYROLL - 2021-08-19	8/19/2021	183138		0		\$2091.56	0
PAYROLL - 2021-08-19	8/19/2021	183139		0		\$2009.01	0
PAYROLL - 2021-08-19	8/19/2021	183140		0		\$1881.14	0
PAYROLL - 2021-08-19	8/19/2021	183141		0		\$2012.88	0
PAYROLL - 2021-08-19	8/19/2021	183142		0		\$2643.18	0
PAYROLL - 2021-08-19	8/19/2021	183143		0		\$1929.93	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	183144		0		\$2546.52	0
PAYROLL - 2021-08-19	8/19/2021	183145		0		\$1404.08	0
PAYROLL - 2021-08-19	8/19/2021	183146		0		\$1792.52	0
PAYROLL - 2021-08-19	8/19/2021	183147		0		\$2565.53	0
PAYROLL - 2021-08-19	8/19/2021	183148		0		\$2213.06	0
PAYROLL - 2021-08-19	8/19/2021	183149		0		\$3675.42	0
PAYROLL - 2021-08-19	8/19/2021	183150		0		\$1480.01	0
PAYROLL - 2021-08-19	8/19/2021	183151		0		\$2094.68	0
PAYROLL - 2021-08-19	8/19/2021	183152		0		\$1938.40	0
PAYROLL - 2021-08-19	8/19/2021	183153		0		\$2756.69	0
PAYROLL - 2021-08-19	8/19/2021	183154		0		\$733.84	0
PAYROLL - 2021-08-19	8/19/2021	183155		0		\$1382.89	0
PAYROLL - 2021-08-19	8/19/2021	183156		0		\$1439.17	0
PAYROLL - 2021-08-19	8/19/2021	183157		0		\$2160.00	0
PAYROLL - 2021-08-19	8/19/2021	183158		0		\$3074.70	0
PAYROLL - 2021-08-19	8/19/2021	183159		0		\$2044.90	0
PAYROLL - 2021-08-19	8/19/2021	183160		0		\$1853.67	0
PAYROLL - 2021-08-19	8/19/2021	183161		0		\$2066.90	0
PAYROLL - 2021-08-19	8/19/2021	183162		0		\$1725.62	0
PAYROLL - 2021-08-19	8/19/2021	183163		0		\$1378.53	0
PAYROLL - 2021-08-19	8/19/2021	183164		0		\$1752.13	0
PAYROLL - 2021-08-19	8/19/2021	183165		0		\$410.45	0
PAYROLL - 2021-08-19	8/19/2021	183166		0		\$1736.56	0
PAYROLL - 2021-08-19	8/19/2021	183167		0		\$1429.08	0
PAYROLL - 2021-08-19	8/19/2021	183168		0		\$1557.15	0
PAYROLL - 2021-08-19	8/19/2021	183169		0		\$2552.63	0
PAYROLL - 2021-08-19	8/19/2021	183170		0		\$2968.87	0
PAYROLL - 2021-08-19	8/19/2021	183171		0		\$1007.75	0
PAYROLL - 2021-08-19	8/19/2021	183172		0		\$2006.90	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	183173		0		\$1142.04	0
PAYROLL - 2021-08-19	8/19/2021	183174		0		\$2524.31	0
PAYROLL - 2021-08-19	8/19/2021	183175		0		\$2459.09	0
PAYROLL - 2021-08-19	8/19/2021	183176		0		\$2630.65	0
PAYROLL - 2021-08-19	8/19/2021	183177		0		\$2154.75	0
PAYROLL - 2021-08-19	8/19/2021	183178		0		\$2699.50	0
PAYROLL - 2021-08-19	8/19/2021	183179		0		\$2555.05	0
PAYROLL - 2021-08-19	8/19/2021	183180		0		\$1688.66	0
PAYROLL - 2021-08-19	8/19/2021	183181		0		\$1760.12	0
PAYROLL - 2021-08-19	8/19/2021	183182		0		\$1790.77	0
PAYROLL - 2021-08-19	8/19/2021	183183		0		\$1550.01	0
PAYROLL - 2021-08-19	8/19/2021	183184		0		\$2019.91	0
PAYROLL - 2021-08-19	8/19/2021	183185		0		\$1634.87	0
PAYROLL - 2021-08-19	8/19/2021	183186		0		\$1301.32	0
PAYROLL - 2021-08-19	8/19/2021	183187		0		\$3496.57	0
PAYROLL - 2021-08-19	8/19/2021	183188		0		\$2846.56	0
PAYROLL - 2021-08-19	8/19/2021	183189		0		\$3406.89	0
PAYROLL - 2021-08-19	8/19/2021	183190		0		\$2278.18	0
PAYROLL - 2021-08-19	8/19/2021	183191		0		\$1904.11	0
PAYROLL - 2021-08-19	8/19/2021	183192		0		\$1620.18	0
PAYROLL - 2021-08-19	8/19/2021	183193		0		\$320.93	0
PAYROLL - 2021-08-19	8/19/2021	183194		0		\$2300.14	0
PAYROLL - 2021-08-19	8/19/2021	183195		0		\$2669.61	0
PAYROLL - 2021-08-19	8/19/2021	183196		0		\$1687.99	0
PAYROLL - 2021-08-19	8/19/2021	183197		0		\$2852.71	0
PAYROLL - 2021-08-19	8/19/2021	183198		0		\$1002.16	0
PAYROLL - 2021-08-19	8/19/2021	183199		0		\$1827.71	0
PAYROLL - 2021-08-19	8/19/2021	183200		0		\$1382.21	0
PAYROLL - 2021-08-19	8/19/2021	183201		0		\$3105.85	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	183202		0		\$1692.88	0
PAYROLL - 2021-08-19	8/19/2021	183203		0		\$1932.32	0
PAYROLL - 2021-08-19	8/19/2021	183204		0		\$1584.58	0
PAYROLL - 2021-08-19	8/19/2021	183205		0		\$3548.35	0
PAYROLL - 2021-08-19	8/19/2021	183206		0		\$1331.73	0
PAYROLL - 2021-08-19	8/19/2021	183207		0		\$3074.19	0
PAYROLL - 2021-08-19	8/19/2021	183208		0		\$1637.28	0
PAYROLL - 2021-08-19	8/19/2021	183209		0		\$3009.68	0
PAYROLL - 2021-08-19	8/19/2021	183210		0		\$1286.61	0
PAYROLL - 2021-08-19	8/19/2021	183211		0		\$1052.22	0
PAYROLL - 2021-08-19	8/19/2021	183212		0		\$1638.93	0
PAYROLL - 2021-08-19	8/19/2021	183213		0		\$2009.51	0
PAYROLL - 2021-08-19	8/19/2021	183214		0		\$4190.06	0
PAYROLL - 2021-08-19	8/19/2021	183215		0		\$1074.04	0
PAYROLL - 2021-08-19	8/19/2021	183216		0		\$2510.60	0
PAYROLL - 2021-08-19	8/19/2021	183217		0		\$1670.70	0
PAYROLL - 2021-08-19	8/19/2021	183218		0		\$1719.58	0
PAYROLL - 2021-08-19	8/19/2021	183219		0		\$2743.43	0
PAYROLL - 2021-08-19	8/19/2021	183220		0		\$1701.28	0
PAYROLL - 2021-08-19	8/19/2021	183221		0		\$1823.38	0
PAYROLL - 2021-08-19	8/19/2021	183222		0		\$1029.03	0
PAYROLL - 2021-08-19	8/19/2021	183223		0		\$2085.25	0
PAYROLL - 2021-08-19	8/19/2021	183224		0		\$472.27	0
PAYROLL - 2021-08-19	8/19/2021	183225		0		\$940.68	0
PAYROLL - 2021-08-19	8/19/2021	183226		0		\$693.54	0
PAYROLL - 2021-08-19	8/19/2021	183227		0		\$854.24	0
PAYROLL - 2021-08-19	8/19/2021	183228		0		\$570.12	0
PAYROLL - 2021-08-19	8/19/2021	183229		0		\$739.49	0
PAYROLL - 2021-08-19	8/19/2021	183230		0		\$142.11	0

Payroll Direct Deposits / Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2021-08-19	8/19/2021	183231		0		\$1648.94	0
PAYROLL - 2021-08-19	8/19/2021	183232		0		\$520.33	0
PAYROLL - 2021-08-19	8/19/2021	183233		0		\$644.78	0
PAYROLL - 2021-08-19	8/19/2021	183234		0		\$829.82	0
PAYROLL - 2021-08-19	8/19/2021	183235		0		\$507.55	0
PAYROLL - 2021-08-19	8/19/2021	183236		0		\$1542.49	0
PAYROLL - 2021-08-19	8/19/2021	183237		0		\$1135.45	0
PAYROLL - 2021-08-19	8/19/2021	183238		0		\$937.18	0
PAYROLL - 2021-08-19	8/19/2021	183239		0		\$1727.86	0
PAYROLL - 2021-08-19	8/19/2021	183240		0		\$1016.04	0
PAYROLL - 2021-08-19	8/19/2021	183241		0		\$1740.76	0
PAYROLL - 2021-08-19	8/19/2021	183242		0		\$638.61	0
PAYROLL - 2021-08-19	8/19/2021	183243		0		\$1424.21	0
PAYROLL - 2021-08-19	8/19/2021	183244		0		\$525.48	0
PAYROLL - 2021-08-19	8/19/2021	183245		0		\$1480.50	0
PAYROLL - 2021-08-19	8/19/2021	183246		0		\$916.98	0
PAYROLL - 2021-08-19	8/19/2021	183247		0		\$311.56	0
PAYROLL - 2021-08-19	8/19/2021	183248		0		\$712.93	0
PAYROLL - 2021-08-19	8/19/2021	183249		0		\$6875.00	0
PAYROLL - 2021-08-19	8/19/2021	183250		0		\$49.00	0
PAYROLL - 2021-08-19	8/19/2021	183251		0		\$236.00	0
PAYROLL - 2021-08-19	8/19/2021	183252		0		\$7801.20	0
PAYROLL - 2021-08-19	8/19/2021	183253		0		\$5997.97	0
PAYROLL - 2021-08-19	TOTALS:					\$1,267,735.24	0
					Grand Total	\$2,445,467.74	0

Pension Checks 8/1/2021 - 8/31/2021

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
PENSION - 2021-08-31	8/31/2021	5915	N	0		\$843.48
PENSION - 2021-08-31	8/31/2021	5916	N	0		\$830.89
PENSION - 2021-08-31	8/31/2021	5917	N	0		\$561.71
PENSION - 2021-08-31	8/31/2021	5918	N	0		\$1098.09
PENSION - 2021-08-31	8/31/2021	5919	N	0		\$624.81
PENSION - 2021-08-31	8/31/2021	5920	N	0		\$618.14
PENSION - 2021-08-31	8/31/2021	5921	N	0		\$1354.47
PENSION - 2021-08-31	8/31/2021	5922	N	0		\$704.84
PENSION - 2021-08-31	8/31/2021	5923	N	0		\$821.57
PENSION - 2021-08-31	8/31/2021	5924	N	0		\$743.53
PENSION - 2021-08-31	8/31/2021	5925	N	0		\$1115.36
PENSION - 2021-08-31	8/31/2021	5926	N	0		\$990.43
PENSION - 2021-08-31	8/31/2021	5927	N	0		\$2879.89
PENSION - 2021-08-31	8/31/2021	5928	N	0		\$1069.66
PENSION - 2021-08-31	8/31/2021	5929	N	0		\$303.71
PENSION - 2021-08-31	8/31/2021	5930	N	0		\$688.24
PENSION - 2021-08-31	8/31/2021	5931	N	0		\$949.65
PENSION - 2021-08-31	8/31/2021	5932	N	0		\$430.54
PENSION - 2021-08-31	8/31/2021	5933	N	0		\$556.95
PENSION - 2021-08-31	8/31/2021	5934	N	0		\$428.98
PENSION - 2021-08-31	8/31/2021	5935	N	0		\$207.14
PENSION - 2021-08-31	8/31/2021	5936	N	0		\$966.80
PENSION - 2021-08-31	8/31/2021	5937	N	0		\$1201.02
PENSION - 2021-08-31	8/31/2021	5938	N	0		\$952.59
PENSION - 2021-08-31	8/31/2021	5939	N	0		\$1957.58
PENSION - 2021-08-31	8/31/2021	5940	N	0		\$450.01
PENSION - 2021-08-31	8/31/2021	5941	N	0		\$745.99
PENSION - 2021-08-31	TOTALS:					\$24,096.07
					Grand Total	\$24,096.07



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/21/2021

Agenda Category: Items of Business

Core Focus Area 3 - Increase Economic Vitality

Subject:

Ordinance No. 29-21, Approving the Links Residence at Horn Rapids Planned Unit Development

Department:
Development Services

Ordinance/Resolution Number:
29-21

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 29-21, approving the Links Residence at Horn Rapids Planned Use Development (PUD).

Summary:

The purpose of this application request is to authorize a Planned Unit Development to be known as The Links Residence at Horn Rapids. The proposed development consists of 54 new single-family townhome units within an area approximately 7.27 acres in size located west of River Valley Drive and south of the existing Horn Rapids Golf Course clubhouse.

The proposed development is intended to follow the current R-2S zoning standards with minimum lot sizes for one-family attached dwellings (townhomes) of 3,000 square feet, maximum lot coverage of 50%, and setbacks to property lines of 18 feet in the front, 20 feet in the rear and 6 feet on the side. The maximum height of each unit will be 30 feet, and each residential unit will contain 2-car garages as well as driveway parking. The typical lot size that has been proposed is 3,488 square-feet with an average lot size of 4,356 square-feet, which exceeds the 3,000 square foot minimum lot size allowed in the R-2S zone.

On May 10, 2021, the Richland Hearing Examiner conducted an open-record public hearing on the matter. The Hearing Examiner has recommended that the Richland City Council approve the request based on the criteria established under Chapter 23.50 RMC and with the conditions of approval included in the staff report and in the proposed Property Use and Development Agreement.

Staff recommends approval of Ordinance No. 29-21 for first reading, by title only.

Fiscal Impact: None.

Attachments:

1. Ordinance No. 29-21
2. PUD 2021-101 Staff Report
3. PUD2021-101 Additional Comments

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 29-21

AN ORDINANCE of the City of Richland relating to land use, zoning classifications and districts and amending the Official Zoning Map of the City by amending Section Map Nos. 4 and 10 so as to change the zoning designation of approximately 7.27 acres located in the Horn Rapids community on a site generally addressed as 2800 Clubhouse Lane, along the eastern boundary of the 18th hole of the Horn Rapids Golf Course, south of the existing pro shop and west of River Valley Drive upon a portion of Benton County Assessor Parcel No. 128082000001005 from Agriculture (AG) and Planned Unit Development (PUD) allowing for a 30-lot residential development (Ordinance No. 34-94) to Planned Unit Development (PUD) allowing for a 54-unit townhome development and preliminary PUD plan approval, contingent upon the recording of a duly executed, delivered, and accepted Property Use and Development Agreement.

Re: The Links Residence at Horn Rapids

WHEREAS, on May 10, 2021, the Richland Hearing Examiner held a duly advertised open-record public hearing to consider a preliminary Planned Unit Development (PUD) application and a petition to change the zoning of the property hereafter described as submitted by HJBT Properties LLC ("Petitioner"); and

WHEREAS, Petitioner also filed with the City of Richland, as the reviewing agency, a SEPA checklist indicating the expected environmental impact anticipated by such zone change and preliminary PUD plan; and

WHEREAS, on May 3, 2021, the City of Richland Planning Department reviewed the required SEPA checklist, assessed the environmental impact expected from the proposed land use actions, and issued a Determination of Non-Significance (DNS) pursuant to Chapter 43.21c RCW, the State Environmental Policy Act (SEPA)(see EA 2020-133); and

WHEREAS, on August 16, 2017, the Richland Hearing Examiner recommended approval of the requested rezone and approval of the preliminary PUD plan, subject to numerous conditions; and

WHEREAS, the Richland City Council has considered the recommendations and reports submitted in the record, and all comments and arguments made to it at the open-record public hearing and reiterated at the closed-record public hearing.

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

Section 1. The findings of fact and conclusions of law contained in the Richland Hearing Examiner's Report dated August 16, 2021, attached hereto as **Exhibit A** and incorporated herein by this reference, are hereby adopted as the findings and conclusions of the Richland City Council.

Section 2. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is Planned Unit Development (PUD) when consideration is given to the interest of the general public.

Section 3. Contingent upon the recording, as provided in Section 6 hereof, and within 90 days of passage of this Ordinance, of a duly executed, delivered and accepted *Property Use and Development Agreement* substantially in the form attached hereto as **Exhibit B** by Petitioner for rezone and preliminary PUD plan approval of the property identified as The Links Residence at Horn Rapids, restricting the use and development of such property and providing for Planned Unit Development (PUD) of the approximate 7.27-acre site, more specifically described as follows:

7.27 acres located in the Horn Rapids community on a site generally addressed as 2800 Clubhouse Lane, along the eastern boundary of the 18th hole of the Horn Rapids Golf Course, south of the existing pro shop and west of River Valley Drive upon a portion of Benton County Assessor Parcel No. 128082000001005

such land is rezoned from Agriculture (AG) and Planned Unit Development (PUD) allowing for a 30-lot residential development (Ordinance No. 34-94) to Planned Unit Development (PUD) allowing for a 54-unit townhome development.

Section 4. Title 23 of the Richland Municipal Code and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title are amended by amending Section Map Nos. 4 and 10, which are two (2) of a series of maps constituting the Official Zoning Map of the City of Richland, as shown on the attached Section Map Nos. 4 and 10 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 of Richland.

Section 5. Upon receipt of a duly executed *Property Use and Development Agreement* as contemplated in Section 3 herein, the City Manager is authorized to execute the same for and on behalf of the City, and to file said document with the City Clerk.

Section 6. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and the attached amended Sectional Maps No. 4 and 10, duly certified by the City Clerk as a true copy, together with **Exhibit A** (Richland Hearing Examiner's Report) and **Exhibit B** (the duly executed *Property Use and Development Agreement*).

Section 7. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 8. 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 9. 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

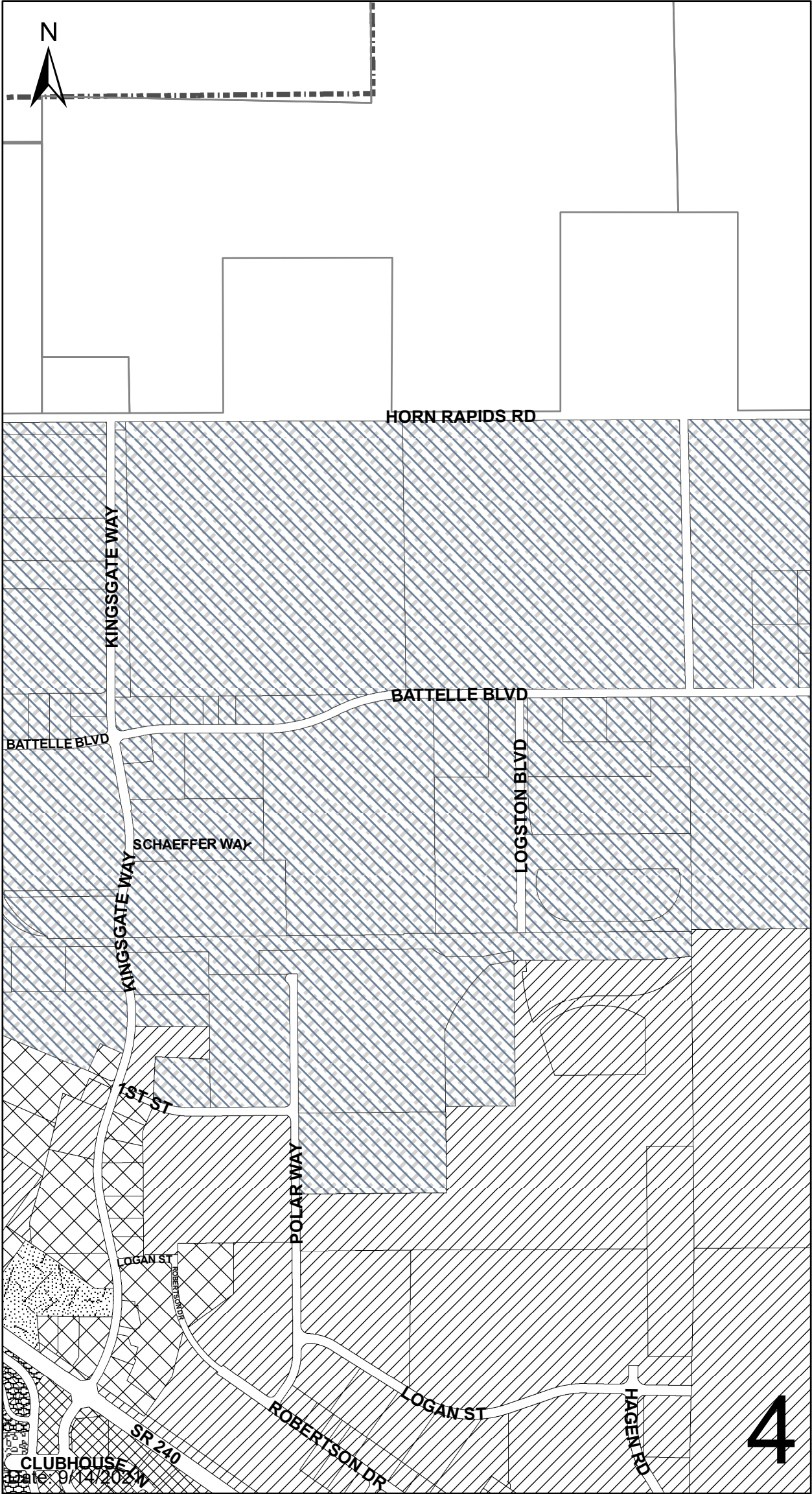
Attest:

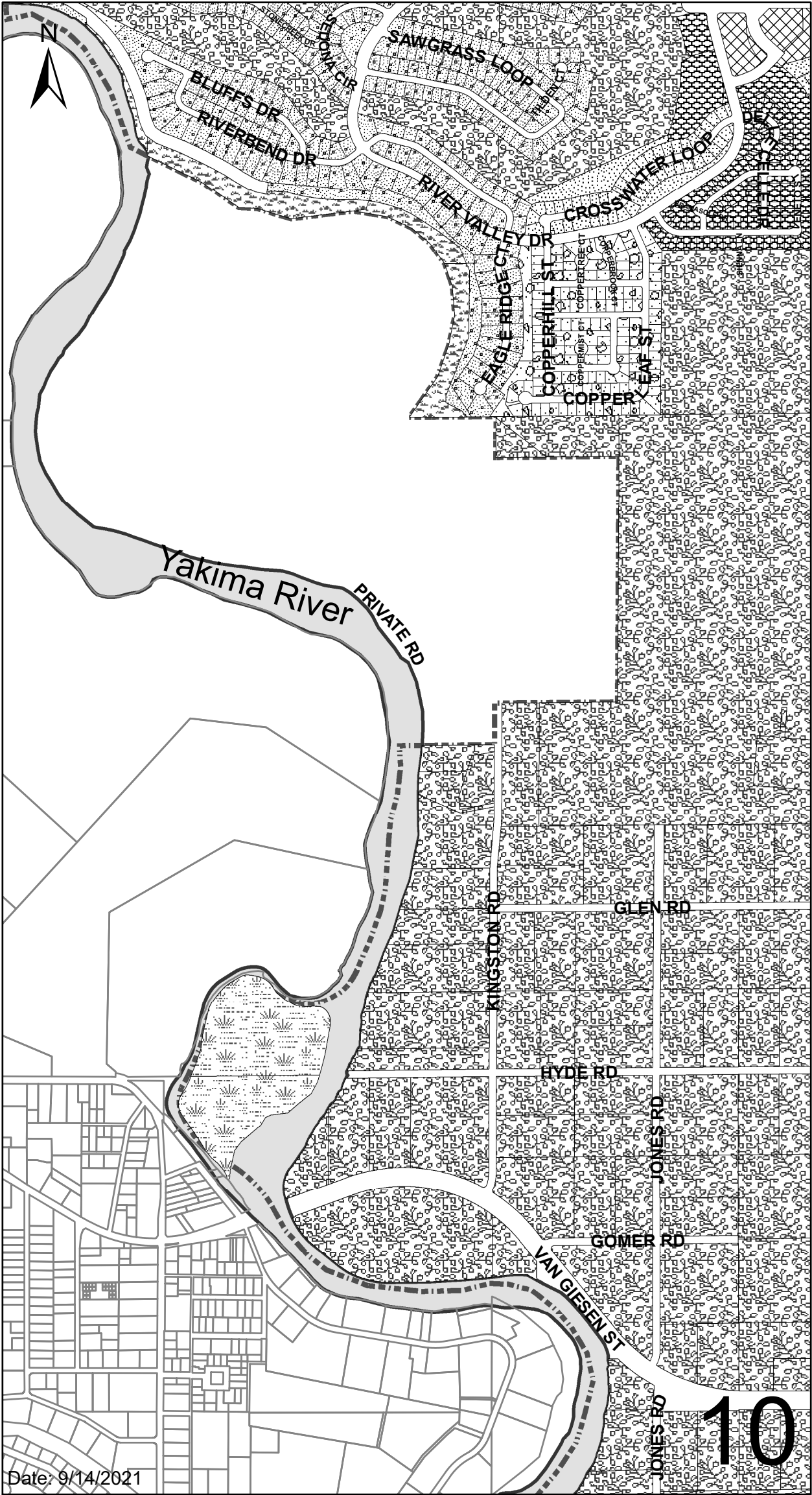
Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____







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

**FINDINGS, CONCLUSIONS AND
RECOMMENDATION OF APPROVAL
“THE LINKS RESIDENCE AT HORN RAPIDS”
PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD)**

FILE NUMBER: PUD2021-101

APPLICANT: HJBT PROPERTIES
(BRAD REW AND THERA REW, LISTED AS THE APPLICANTS ON THE SEPA
CHECKLIST, AND SERVED AS APPLICANT REPRESENTATIVES AT HEARING)

APPLICATION: 54-UNIT PLANNED UNIT DEVELOPMENT (PUD) ON A 7.27-ACRE SITE

LOCATION: IN THE HORN RAPIDS COMMUNITY IN THE NORTH PART OF THE CITY OF
RICHLAND, ON A SITE GENERALLY ADDRESSED AS 2800 CLUBHOUSE LANE,
ALONG THE EASTERN BOUNDARY OF THE 18TH HOLE OF THE HORN RAPIDS
GOLF COURSE AND SOUTH OF THE EXISTING PRO SHOP.

PARCEL NUMBER: A PORTION OF BENTON COUNTY ASSESSOR PARCEL No. 128082000001005

REVIEW PROCESS: TYPE IIIA, PRELIMINARY PLANNED UNIT DEVELOPMENT,
HEARING EXAMINER RECOMMENDATION TO CITY COUNCIL

SUMMARY OF RECOMMENDATION: *APPROVE*, SUBJECT TO CONDITIONS

DATE OF RECOMMENDATION: AUGUST 16, 2021

I. CONTENTS OF RECORD.

All exhibits entered into evidence as part of the record, and an audio recording of the public hearing, are maintained by the Department, and may be examined or reviewed by contacting the City's public records officer.

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding "The Links Residence at Horn Rapids" – Planned Unit Development, File No. PUD2021-101, dated May 10, 2021 (25 pages);

***NOTE:** *Staff assembled the Staff Report and all exhibits received before the Staff Report was issued into a single .pdf file, which numbers 563 pages. Additional written comments and records were submitted after the Staff Report was issued and were transmitted to the Examiner for his consideration and review. These later records are also included in the record, but are not part of the same .pdf file. Where possible, and for the reader's convenience, the Examiner refers to specific documents by the page numbers where they can be found in the .pdf file.*

1. PUD Application Materials (.pdf pages 28-277);
2. Ord. No. 34-94 (.pdf pages 278-288);
3. Public Notices and affidavits confirming same (.pdf pages 289-296);
4. SEPA Determination of Non-Significance (DNS), and copy of the applicant's completed Environmental Checklist for the proposed PUD (.pdf pages 297-310);
5. Written comments, including those submitted after the Staff Report was issued but before the public hearing concluded (before Staff Report was issued, see .pdf pages 311-551; copies of all written comments offered after such time were transmitted to the Examiner and are maintained by the Department, and are available for review in electronic form). The Examiner's review of all written comments shows that the overwhelming majority of written comments support the pending application, with opposition coming in much smaller numbers, mostly from adjacent property owners with requests for modifications that would serve their personal interests; and
6. Golf Course Restrictive Covenant, deemed unenforceable by the City Attorney (.pdf pages 552-563; See letter to Mr. Rew from City staff explaining why covenant is unenforceable, on .pdf page 512; Testimony of Mr. Stevens; Staff Report, discussion on pages 9 and 10).

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

1. Mike Stevens, Planning Manager, for the City of Richland;
2. Brad Rew, for the applicant, HJBT Properties, an entity formed by members of the Rew family, and one of the applicant's two representatives at the public hearing;
3. Thera Rew, for the applicant, HJBT Properties, and one of the applicant's two representatives at the public hearing;
4. Terrie Marshall, local resident, asserted that restrictive covenant protected all Horn Rapids property owners, runs with the land, and that R2 zoning concerns her, written comment on .pdf page 437;
5. Michele Stewart, local resident, lives on 6th home down Crosswater Loop just south of the proposed PUD, expressed concerns that applicant did not follow through on working with neighbors, concerns about losing golf course view, concerns about impacts on her property value;
6. Michele Rusk, an attorney with the Foster Garvey law firm, appeared to speak on behalf of several neighboring property owners, summarized arguments and comments provided in firm's letter already included in the record as part of Ex. 5 (.pdf pages 490-496), and another letter from the same firm dated May 8th, with 27 pages including attachments, added to Ex. 5, requested modifications to eliminate lots 19-32 that run along the part of the PUD closest to existing houses on Crosswater Loop, preserve the man-made pond, and create/preserve a view corridor to the golf course from homes along Crosswater Loop.
7. Steve Lorence, lives along Crosswater Loop, submitted numerous written comments and questions included as part of Ex. 5 generally opposing the proposal, emphasized the need to preserve the pond, says the fence is laughable, submitted a short video showing backyard views from some of the Crosswater Loop homes just south of the proposal;
8. Carol Libby, lives along Crosswater Loop, expressed concerns that the golf course frontage she purchased will be changed by this project, that 2-story homes will be close to her house, generally opposed new homes near her existing house, written comment letter included on .pdf page 417-418;
9. Laurie Baird, lives on Crosswater on other end, expressed concerns as to why the validity of the restrictive covenant was not discussed years ago, concerns with zoning, how the properties will be developed, parking;
10. Stew Stone, a former owner of Horn Rapids golf course, expressed concerns that intent of the restrictive covenant is not followed, noted that he was not opposed to development but feels that this proposal has too many units and that 40 units would be ok, asked that a development agreement be used to mandate that most funds derived from development on the site would be used for golf course redevelopment and the like, written comment letter dated May 7th with numerous attachments included as part of Ex. 5;
11. Steve Norton, local resident, lives in the Prestwick development, another part of the Horn Rapids community, is fully supportive of the project, written comment in support found on .pdf pages 451-452;
12. Tim McLain, Crosswater Loop resident, wants greenbelt to protect views, expressed concerns that he paid a premium for his golf course views and this project could impact his property value, requested modifications similar to those outlined by Ms. Rusk, written comment letter dated May 9th included as part of Ex. 5;
13. Tom Rickey, lives on Crosswater, but not a client of Ms. Rusk, noted that 900+ local residents like the proposal, and about 8 homeowners do not, and that those 8 owners bear

- the brunt of the project, so he wants to see some compromise, written comment found on .pdf page 477;
14. Louise Peters, lives in second home in on Crosswater, expressed concerns that proposal will impact her views onto the golf course, suggested that the applicant added units instead of lowering the total number after saying that compromise was possible, written comment appears on .pdf page 461;
 15. Eileen Griffin, local resident, Prestwick homeowner, but lives outside the 300-foot notice area, heard about project, she's a runner in the area, expressed general concerns about traffic, crowding where the pool and other activities are located, listed as Prestwick resident opposing the project on May 6th comment letter from group of Prestwick Homeowners, included as part of Ex. 5;
 16. Lucy Yang, lives along Crosswater abutting the proposal, expressed concerns that she would experience a financial loss if the project is built, asked for modifications including preservation of the pond, other protections for existing homeowners;
 17. Gary Varner, noted that traffic studies for the Horn Rapids community already assumed thousands of new homes, so no new study is needed, and that the ponds are not natural, noted that project should benefit the community.

II. APPLICABLE LAW.

Review Process: Under applicable provisions of the Richland Municipal Code (RMC), a preliminary planned unit development (PUD) application is subject to review as a Type IIIA procedure, where the Hearing Examiner is responsible for conducting an open record public hearing followed by a recommendation to the City Council. (*RMC 19.20.010(D)(2)*).

Approval Criteria for PUD. After considering Staff's recommendation and all information included in the record from the open record hearing process, the Hearing Examiner is authorized to recommend to the city council that the Preliminary PUD application be granted (with or without additional conditions) or denied. Such recommendation shall be based on the hearing examiner's determination of whether:

1. The PUD district development will be compatible with nearby developments and uses;
2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;
3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district;
4. The development can be completed within a reasonable period of time.

RMC 23.50.040(B).

Burden of Proof. The burden of proof rests with the applicant, and the application must be supported by a preponderance of evidence demonstrating 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; HEx Rules of Procedure, Sec. 3.08 Re: Burden of Proof*).

III. ISSUE PRESENTED.

Whether a preponderance of evidence in the record demonstrates that the applicant has met its burden to show that the pending application satisfies the City's criteria for preliminary PUD 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 PUD as set forth below.

IV. 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 PUD 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.

Project description and Summary of Proceedings.

3. HJBT Properties, an entity formed by members of the Rew family (including the applicant's primary hearing representatives Thera Rew and Brad Rew), is the project applicant and owner of the property at issue in this matter. In December of 2020, the applicant submitted an application for a 54-unit Planned Unit Development (PUD), which was placed on hold until updated information was received after an initial review by City staff. (*Ex. 1, application; Staff Report, page 2*). The applicant provided additional information to complete their application in February, and Staff issued public notices in accord with City practices in March and April of this year, inviting comments from relevant agencies, surrounding property owners, and interested members of the general public. (*Exhibit 3, Notices and confirmation materials; Staff Report, pages 6 and 7*).

4. The City received well over 100 written comments from the general public and government agencies before the Staff Report was issued in May, with another dozen or so of written comments submitted at or before the public hearing. (*Staff Report, page 7; Ex. 5, copies of all written comments*). The large majority of written comments supported the pending PUD application (about 105 comments), with about 30 people opposing the project, mostly residents of homes along Crosswater Loop to the south of the project site, and some residents in the Prestwick neighborhood who are near portions of property where parking lot improvements that are not included as part of this PUD approval process might occur at some point in the near future, subject to other City approvals.
5. The proposed PUD would authorize development of a 7.27-acre site with 54 new single-family townhome units.
6. The project site is part of the Horn Rapids community in the northern part of the City of Richland. It is situated just west of River Valley Drive, north of homes abutting the north side of Crosswater Loop, south of the existing Horn Rapids Club House, and east of the fairway for the 18th hole of the Horn Rapids Golf Course. To the southeast, an existing Planned Unit Development known as Horn Creek has already been developed with townhomes, with a development pattern generally similar to that proposed in this application. (*Staff Report, pages 3 and 11; online review of aerial mapping; Existing site conditions, depicted on pages 261 and 269 of the .pdf file*).

Public Hearing testimony, discussion of main comments.

7. The open-record public hearing for the application occurred on May 10, 2021, using the Zoom audio/video platform coordinated by City staff, 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 PUD. The Examiner has visited the site of the proposed project, and public roads leading to and from the vicinity of the proposed plat, multiple times over recent years in connection with other development applications in the Horn Rapids area, and reviewed online mapping resources, showing aerial views of surrounding properties and development patterns in the area.
8. For the reader's convenience, a copy of the proposed PUD site plan with landscaping features is provided below (*Ex. 1, Drawing Sheet L1.0, PUD Landscape Plan, showing Townhomes, appears on page 262 of the .pdf file*):

design features, including without limitation townhomes that meet height standards, setbacks, lot size, and other standards for medium density zoned developments throughout the city and on surrounding properties, a fence and substantial landscaping placed between existing single family yards and new lots in the PUD, all comprise a preponderance of evidence that demonstrates how this proposal fulfills the second PUD approval criteria, found at RMC 23.50.040(B)(2), which reads: “Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments.”

12. Multiple local residents testified at the public hearing, and many more submitted written comments regarding the proposed PUD. The Staff Report credibly summarizes design considerations and proposed conditions that will ensure the proposed PUD meets relevant city development regulations and will not result in probable significant adverse impacts on surrounding properties. The bulk of opposition comments focused on mixed questions of fact and law, most of which were not addressed in the Staff Report, so the following portions of this Recommendation summarize key facts and legal authority that rebut the main arguments raised to question or oppose this PUD application.
13. 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.”*
14. The Examiner finds that the street network and utilities in the Horn Rapids community have been installed, created or designed to meet city standards, with capacity and available connections or extensions 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; Previous SEPA reviews and Traffic Analysis for the Horn Rapids Master Planned Community)*.
15. Comments implying that the new development will result in traffic that is unacceptable to some area residents, that it could cause congestion near an existing swimming pool or parking lot and the like, were all offered without any engineering or Level of Service standard to support such claims. Speculative and unsupported personal opinions from neighboring property owners cannot serve as a basis to deny the pending application, which conforms to city-assigned density and land use goals found in the Comprehensive Plan and development standards for the site.
16. The pending PUD application falls below the density that could be achieved under the medium density options assigned to the property in the City’s Comprehensive Plan. General comments requesting a separate environmental impact statement for the project were not supported by any evidence that would invalidate the unrebutted environmental and traffic studies used to generate the Horn Rapids master plan approval. *(The Examiner takes official notice of the Environmental Impact Statement, Addendum, and supporting traffic studies,*

generated in connection with the Horn Rapids Master Planned Community, including without limitation the EIS Addendum included as part of the recent Preliminary Plat of Quail Ridge II, Phases 1-3 application, File No. S2021-106, which is also included in the Horn Rapids community).

17. 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 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 proposed PUD satisfies city and state transportation concurrency requirements.
18. 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)*. In this matter, the overwhelming majority of written public comments support the proposed PUD, whereas the majority of public comments in the public hearing itself questioned, opposed, or sought substantial modifications to the project. In the end, the facts and law applicable to this application support its approval, subject to conditions recommended by staff.
19. The applicant completed and submitted a SEPA Environmental Checklist as part of its application materials, a copy of which is included twice in the record as part of *Exhibits 1 and 4*. *(SEPA Checklist appears beginning on page 39 and page 298 of the .pdf file)*. After reviewing the checklist and other application materials, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the project on or about May 3, 2021, a copy of which is included in the record as *Exhibit 4*. *(Ex. 4, on page 297 of the .pdf file)*.
20. Several opposition comments generally alleged that a man-made pond should be viewed as a wetland, that existing golf course views for some Crosswater Loop homeowners should be protected, and that other project details necessitate further environmental review. None of these concerns were supported by a preponderance of evidence or legal authority to show that the project will result in probable, significant environmental impacts. Thus, the DNS stands un rebutted for purposes of issuing this recommendation.
21. While the city's code does not provide for appeals of SEPA threshold determinations to the City's Hearing Examiner, as is the case in many Washington jurisdictions, the standards for how and when a Washington court would overturn a SEPA threshold determination, such as the DNS issued for this proposal, are worthy of consideration. To successfully overturn a SEPA DNS, a challenger must present actual evidence of probable significant adverse impacts of the Project. *Boehm v. City of Vancouver*, 111 Wn.App. 711, 718-719, 47 P.3d 137 (2002). A "clearly erroneous" standard applies when reviewing SEPA threshold determinations made by local and state governmental entities, such as the DNS issued for

this project. *King Cty. v. Washington State Boundary Review Bd. for King Cty.*, 122 Wn. 2d 648, 661, 860 P.2d 1024 (1993). A challenged DNS may be reversed if, although there is evidence to support it, the reviewing authority is left with the definite and firm conviction that a mistake has been committed. See *Norway Hill Pres. & Prot. Ass 'n v. King County Council*, 87 Wn.2d 267, 274, 552 P.2d 674 (1976). In reviewing a SEPA threshold determination, a reviewing authority must first determine whether "environmental factors were considered in a manner sufficient to amount to prima facie compliance with the procedural requirements of SEPA." *Sisley v. San Juan County*, 89 Wn.2d 78, 84, 569 P.2d 712 (1977) (quoting *Juanita Bay Valley Com. v. Kirkland*, 9 Wn. App. 59, 73, 510 P.2d 1140 (1973)).

22. Procedural determinations by the City's SEPA responsible official, like the SEPA DNS threshold determination made for this proposal, shall be entitled to substantial weight in any subsequent proceedings. Such deference is mandated by Washington caselaw, including *Anderson v. Pierce County*, 86 Wn. App. 290 (1997) (holding that substantial weight is accorded to agency threshold determinations), and is required by *WAC 197-11-680(3)(a)(viii)* ("Agencies shall provide that procedural determinations made by the responsible official shall be entitled to substantial weight."), which provision is adopted by reference as part of the City's municipal code. (RMC 22.09.200).

Views across a neighboring property are not protected by city codes or Washington caselaw.

23. Several local residents raised general view loss concerns, like views across the mostly vacant project site out towards portions of the golf course in the distance being altered by the presence of new townhomes, new road surfaces to access such homes, the loss of a man-made pond, and general feelings about a loss of adjacent open space. These concerns do not serve as a basis to reject the proposal. In fact, evidence in the record firmly demonstrates how alleged aesthetic and view impacts were considered and included as part of the design for the project. Landscaping will be concentrated along the portions of the project site that touch upon existing single family lots, and as required by city codes, a fence will be installed to provide an additional level of privacy and separation from the new PUD. While some neighbors will be able to see changes in their views onto the golf course, none will be significant, largely because the entire project has been designed to comply with applicable bulk and scale standards found in city codes. The project opponents cannot dispute that Richland city codes do not provide protection for general views from one property onto another. Comments opposing the project or seeking major modifications based on personal view considerations were not sufficiently supported and should be rejected.
24. In Washington, a person has no property right in the view across their neighbor's land. A constitutionally protected property interest exists when a plaintiff demonstrates that he or she possesses a "legitimate claim of entitlement" under the law. *Bd. of Regents of State Colls. v. Roth*, 408 U.S. 564, 577, 92 S. Ct. 2701, 33 L. Ed. 2d 548 (1972). Here, the Richland Municipal Code does not grant adjoining property owners a claim of entitlement in the protection of their views; the code does not require the city to deny a permit or other project

application that might impair private views of lands beyond a landowner's property boundaries. Thus, any potential constitutional due process claims alleging view loss should fail.

25. The criteria for approval of a PUD does not include analysis of views of the proposed development from adjacent properties, nor do City regulations protect the views from adjacent properties other than any view protection that may result from compliance with applicable building height limits, setback requirements, and other bulk and density standards for the property. More significantly, the proposed PUD has been designed in full compliance with medium density residential development standards and includes fencing and substantial landscaping in areas abutting adjacent residential lots, all of which comprise adequate peripheral treatment considerations that ensure a proper transition between the PUD and nearby uses and developments.
26. Washington case law is very clear that there is no view protection in common law; nor are general views from a neighbor's property onto an adjoining property protected in City Codes at issue in this matter. See *Asche v. Bloomquist*, 132 Wn. App. 784, 133 P.3d 475, 2006 Wash. App. LEXIS 434 (Div. II, 2006). Simply put, project opponents do not have a common law right in a view across their neighbor's property. Any arguments based on assertions to this effect must be rejected.
27. As discussed elsewhere in this Recommendation, the Richland Municipal Code imposes height and size limitations on the construction of residential structures, like the townhomes proposed in this PUD application. Some comments and hearing testimony generally asserted that the new structures may be too tall or too close to their property, that new paved areas for roads and turnaround purposes will be closer than they prefer, and that the new development will somehow interfere with their preferred aesthetic and previous views out into a mostly vacant and undeveloped site and then onto the adjacent golf course itself. While not a perfect comparison, the Washington Supreme Court decision in *Durland v. San Juan County*, 182 Wn.2d 55, 340 P.3d 191 (2014), is persuasive authority on some issues raised in this application process. Durland argued that county building codes about the height and size of a proposed garage on a neighboring property created a property interest because they were intended to protect neighbors' views of the water. The Supreme Court rejected Durland's arguments, because the local codes did not contain mandatory language requiring the jurisdiction to consider neighbors' views of the water before issuing building permits for garage construction on nearby properties. Similarly, the neighbors in this matter directed attention to no city code provisions that would essentially serve as a basis to consider their preferred aesthetic for structures or developments that can be viewed from their house.

Arguments that man-made pond should be preserved or protected as a regulated wetland.

28. There is no credible dispute that the pond located on a portion of land adjacent to lots along Crosswater Loop is man-made and fed with water from garden hoses that originate on neighboring private property(ies). There is also no credible dispute that the pond is lined, to retain water in an otherwise non-wetland area.

29. Several neighbors strongly assert that the pond should be protected or preserved, or that additional environmental review should be required to address the pond on the applicant's property.
30. The City's definition of "wetland" mirrors the state wetland definition, and reads as follows:
- "Wetland" or "wetlands" "refers to areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including but not limited to irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from nonwetland areas to mitigate the conversion of wetlands or wetland areas preserved as mitigation for the conversion of wetlands. (RMC 22.10.040 (*emphasis added*); WAC 197-11-756(2)).
31. Based on un rebutted evidence in the record, the Hearing Examiner finds and concludes that the pond on the applicant's property is a man-made artificial pond that serves as a landscape amenity enjoyed by some neighbors who intentionally created and/or maintain the pond on a portion of the applicant's nonwetland property. As such, the pond does not fall within the City's definition of "Wetland" or "wetlands" that are subject to protection under various state and local regulations. Accordingly, any arguments opposing the proposed PUD based upon, or seeking special protections for, the artificial pond on the applicant's property, must be rejected.

Restrictive Covenant is unenforceable as a matter of law.

32. The Staff Report summarizes events leading up to an agreement between the City of Richland and previous Horn Rapids property owners, which resulted in a 2005 legal instrument that was recorded without a legal description. The document is identified as a Declaration of Restrictive Covenant, purportedly limiting use of the Horn Rapids Golf Course property for an 18-hole golf course, clubhouse and related facilities. (*Ex. 6; Staff Report, discussion on pages 9 and 10*).
33. In 2020, the Richland City Attorney found that the restrictive covenant is unenforceable, because the land use agreement, although appearing in the public record, is missing a legal description, which is fatal to its enforceability and renders it void. (*Staff Report, discussion on page 10; Testimony of Mr. Stevens*).
34. Numerous public comments included in the record oppose the PUD or seek major modifications relying on terms in the Covenant deemed unenforceable by the City Attorney, because it failed to include a legal description.

35. No one submitted any evidence into the record showing that a legal description was included and recorded along with the Covenant in question. Based on the absence of a legal description, the Examiner finds and concludes that the Covenant, included as Exhibit 6, is unenforceable and void as a matter of law.
36. To comply with the statute of frauds, "a contract or deed for the conveyance of land must contain a description of the land sufficiently definite to locate it without recourse to oral testimony, or else it must contain a reference to another instrument which does contain a sufficient description." *Berg v. Ting*, 125 Wn.2d 544, 886 P.2d 564, 1995 Wash. LEXIS 1, citing *Bigelow v. Mood*, 56 Wn.2d 340, 341, 353 P.2d 429 (1960), favorably cited in *Halbert v. Forney*, 88 Wn. App. 669 | 945 P.2d 1137 | 1997 Wash. App. LEXIS 1209.
37. Arguments by some local residents to the effect that the Covenant should be revived or reformed are without merit and contrary to applicable caselaw on the subject. Reformation is not appropriate where, as here, "the agreement expresses the intent of the parties, but the legal description is...incomplete." See *Sea-Van*, 71 Wn.App. at 543(quoting *Williams v. Fulton*, 30 Wn. App. 173, 176-77, 632 P.2d 920, review denied, 96 Wn.2d 1017 (1981)). In this instance, not only is the legal description incomplete, it is entirely absent among the papers recorded with the County.
38. Several public comments allege that the Covenant should be enforced based on allegations that an "equitable servitude" should apply to the applicant's property, so limitations should be applied to the PUD site to prohibit residential development, or to require significant modifications that satisfy aesthetic preferences of neighbors, especially those asserting view protection and pond preservation arguments. However, language in the text of the Covenant itself establishes that such arguments are without merit and must be rejected.
39. Language in the invalid covenant serves as a legal barrier to any claims that might be asserted by third-party beneficiaries, like neighboring property owners who may assert claims for relief, including without limitation any lawsuit seeking to impose an equitable servitude on the golf course property owners. For example, sections 3 and 5 of the covenant make it crystal clear that the City holds the right to enforce the declaration, and that the instrument "shall not be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto." These portions of the covenant are republished below:

3. Enforcement. The City shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter.

5. No Dedication or Gift; No Third Party Beneficiaries. Nothing in this Declaration shall be deemed a dedication or gift of any portion of the Golf Course Property to or for the benefit of the general public or for any public purpose whatsoever. This Declaration shall not be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto.

40. The Staff Report, testimony at the public hearing, and written materials included in the Record, all establish that the proposed application, as conditioned, satisfies all applicable PUD approval criteria.
41. Denial of the pending application would run counter to city comprehensive plan provisions, zoning regulations, and relevant development standards in effect at the time a complete application for the proposed PUD 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

42. RMC 23.04.020 explains that: *“The general purpose of this title [Title 23, the City’s Zoning Regulations, including PUD provisions found in RMC 23.50] is to protect and promote public health, safety, morals, and general welfare through a well considered plan for the use of land”* and that *“It implements the comprehensive plan for the city of Richland adopted by Ordinance 26-97, passed October 6, 1997. It classifies land within the city into various land use zones each with appropriate zone designations and within each zone this title limits the use of land and limits the height, size, use and location of buildings and structures, and requires space for off-street parking. The economic stability of land use areas and conservation of building values are promoted and protected thereby.”* Further, *“Its provisions are designed to provide adequate light, air and access, to secure safety from fire and other dangers and to avoid excessive concentration of population in order to lessen traffic congestion, and to facilitate adequate provisions for transportation, water, sewerage, schools, parks and other public requirements.”* (emphasis added).
43. 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 zoning regulations, which include PUD provisions, found in Title 23 of the Richland Municipal Code. In this matter, substantial evidence in the record establishes compliance by the proposed PUD (as conditioned herein) with the city’s development regulations that are applicable to this project, thus implementing and complying with the City’s Comprehensive Plan. (See Staff Report, all Findings).
44. No one presented any credible, preponderance of evidence to rebut City staff’s determination explained in the Staff Report that the proposed PUD meets all applicable approval criteria.

45. The applicant's submittals and the Staff Report establish that some aspects of the new PUD will provide a public benefit, including without limitation, new housing inventory and options fulfilling the city's goals and policies set forth in the Comprehensive Plan, construction of new roads, peripheral treatment features including a fence and attractive landscaping on a site that some described as an eyesore, and other features that will serve to promote health benefits of a walkable, appropriately connected development that enhances the general appearance and viability of the Horn Rapids Golf Course community.
46. The Examiner takes official notice of prior development approvals issued in the Horn Rapids Community and other sites in an officially designated "EPZ", as supported by a written comment letter from the Benton County Emergency Management office (also known as BCEM, or BCES). (*Ex. 5, written comments, including copy of BCEM email comment to Mr. Stevens*). The entire area of the Horn Rapids Master Planned Community is located within the 10 mile Emergency Planning Zone (EPZ) for the Columbia Generating Station. This area is designated as Section 3B of the Emergency Planning zone, and as such may be subject to evacuation in the event there is a radiological emergency at the Columbia Generation Station, and other development requirements may apply, including those mandated by Benton County Emergency Management officials. Currently, the BCES website includes the following message regarding residents living within the EPZ: "*Tone Alert Radios - Residents within the EPZ in Benton County with special notification needs have Emergency Tone Alert Radios. These radios would be turned on automatically by a signal transmitted just before an EAS message is broadcast. If you have special notification needs and live within one of the Hanford EPZ and do not have a tone alert radio or have questions regarding their use, call us at 509-628-2600.*" To assure consistency with previous development approvals issued for projects located in the 10-mile EPZ, the Development Services Manager should be empowered to include alarms, signals, speakers, special signage, or other notification devices or strategies as part of the building permit review and approval process, all in consultation with Benton County Emergency Management officials to identify and utilize current best practices and devices as appropriate.
47. 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.¹

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

48. Based on previous findings and evidence included in the record, the Examiner finds and concludes that the applicant met its burden to produce a preponderance of evidence demonstrating that, as conditioned, the proposed PUD: 1) will be compatible with nearby developments and uses; 2) includes sufficient and appropriate peripheral treatment features,

¹ 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.

including substantial landscaping, fencing, and an overall project layout, that ensures proper transition between the PUD with its residential uses and nearby external uses and developments, that are mostly residential; 3) the proposal will be consistent with the City's Comprehensive Plan and with the purpose of the PUD district; and 4) the development can be completed within a reasonable period of time (in fact, almost no one disputed this fact), thus satisfying all four approval criteria for a PUD found in RMC 23.50.040(B).

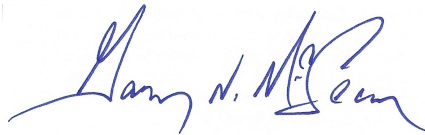
V. CONCLUSIONS OF LAW.

1. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed PUD, 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 PUD meets the standards necessary to obtain approval by the City Council.
2. The proposed conditions of approval as set forth in the Staff Report are reasonable, supported by the evidence, and capable of accomplishment.
3. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions are hereby adopted as such.

VI. 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 previous site visits to the area, **the undersigned Examiner recommends that the City Council APPROVE the "The Links Residence at Horn Rapids" Preliminary Planned Unit Development (PUD)** application, subject to the proposed Conditions of Approval included in the Staff Report, as supplemented in this Recommendation, which are adopted herein by reference.

Recommendation issued: August 16, 2021.



Gary N. McLean
Hearing Examiner for the City of Richland

EXHIBIT B

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2021,
by and between the CITY OF RICHLAND, a Washington municipal corporation, and HJBT
PROPERTIES LLC, a Washington limited liability company ("Petitioner").

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

WHEREAS, the City of Richland is currently entertaining an application by
Petitioner for a change of zone affecting approximately 7.27 acres of Benton County Tax
Parcel No. 125082000001005 located in the Horn Rapids community on a site generally
addressed as 2800 Clubhouse Lane, along the eastern boundary of the 18th hole of the
Horn Rapids Golf Course, south of the existing pro shop and west of River Valley Drive
(hereinafter the "Property") and more particularly described in Ordinance No. 29-21.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from
Agriculture (AG) and Planned Unit Development (PUD) allowing 30 lots for residential
development to Planned Unit Development (PUD) allowing a 54-unit townhome
development, Petitioner for itself, and for and on behalf of Petitioner's heirs, successors
and assigns (also referred to as the "Applicant" or "Developer"), covenants and agrees
as follows:

General Conditions:

1. All final, approved plans for public improvements shall be submitted per the Final Platting Requirements section of this Agreement.
2. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by Developer and Developer's 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. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of Developer to obtain.

3. Any work within the public right-of-way or easements or involving public infrastructure will require Applicant to obtain a right-of-way construction permit prior to beginning work, per Chapter 12.08 RMC. Applicant shall pay a plan review fee based on a cost-per-sheet of engineering infrastructure plans. This public infrastructure plan review fee shall apply each time a project is submitted for review. This fee will be different for commercial projects versus subdivision projects. Please visit the Public Works Private Development page on the City's webpage to find the current per-sheet fee. A permit fee in the amount equal to 3% of the construction costs of the work within the right-of-way or easement will be collected at the time the construction permit is issued. A stamped, itemized Engineer's estimate (opinion of probable cost) and a copy of the material submittals shall be submitted along with the approved plan submittal.
4. Public utility infrastructure located on private property will require recording of a City standard form easement as required in the Final Platting Requirements section of this Agreement.
5. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
6. 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'.
7. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
8. All construction plan sheets shall include the note "CALL 811" or <http://www.call811.com/>
9. A copy of the preliminary plat shall be supplied to the United States Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

10. Public improvement design shall follow the following general format and shall conform to the latest edition of Public Works design standards:
 - a. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details, Public Infrastructure

Design Guidelines and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specifications and details by visiting the City's website.

- b. Any 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.
- c. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
- d. Watermains larger than 8-inches in diameter shall be ductile iron.
- e. Watermains installed outside of the city right-of-way or in very rocky native material shall be ductile iron and may need restrained joints.
- f. All watermains outside areas zoned R1 shall be ductile iron.
- g. Fire hydrant location(s) shall be reviewed and approved by the City's Fire Marshal.
- h. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC.
- i. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
- j. Where appropriate, all utilities shall be extended to the adjacent property (properties) at the time of construction.
- k. 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. 12% can be allowed for local streets for short distances.
- l. The minimum centerline radius for local streets shall be 100 feet.
- m. Any filling of low areas that may be required within the public right-of-way shall be compacted to City standards.
- n. An overall, composite utility plan shall be included in the submitted plan set if the project is phased (see Section 11). This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
- o. A detailed grading plan shall be included in the submitted plan set.
- p. For public utilities not located within public street rights-of-way, Applicant shall provide maintenance access acceptable to the City, and Applicant shall provide an

exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.

- q. 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.
 - r. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - s. All curb returns at minor intersections shall have a minimum radius of 25 feet.
 - t. All streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
 - u. All intersections of streets shall meet horizontal, vertical and intersectional design requirements for sight distance (Vision Clearance Triangle).
 - v. All driveways for commercial projects or intersections of private roadways shall construct City standard commercial driveways. Radius-style driveways are not allowed.
 - 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 reference all City of Richland standard details necessary to construct all public improvements which will be owned, operated, and maintained by the City or used by the general public.
 - 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.
11. If the project will be built in phases, 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.
12. If the City's 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 (temporary SEVAs only).
 - b. 2% cross-slope, maximum.

- c. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the City's 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 (SEVAs) shall be 20 feet wide, as noted. Longer secondary accesses can be built 12-foot wide with the approval of the City of Richland Fire Marshal; however, turn-outs are required at a spacing acceptable to the Richland Fire Department. Temporary SEVAs shall be constructed with 2 inches of compacted gravel, at a minimum. Permanent SEVAs shall be paved with 2 inches of asphalt over 4 inches of gravel, at a minimum.

Survey Monument Destruction:

13. All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, 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). *Note: State law provides that "[i]t 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).
14. ***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.***
15. 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:

16. All streets within this preliminary plat shall be constructed to City standards with regards to pavement section and materials. The proposed streets are narrower than City standards. As such, on-street parking will be prohibited on all streets narrower than 34 feet from face-of-curb to face-of-curb. Street signs indicating restricted parking shall be installed at Developer's expense prior to final platting. The restricted parking areas shall be indicated on the construction plans and the final plat. All street signage will be installed by Developer prior to final platting.
17. Driveway locations shall meet the requirements of RMC 12.04.070. It appears that the driveways for lots 53 and 54 do not comply with this section of code.
18. The guest parking spots proposed as parallel parking stalls behind the sidewalk will not be permitted because they create an undesirable conflict between pedestrians and vehicles.
19. The off-site modifications to the Clubhouse Lane right-of-way (depicted as "Phase 3" on the phasing site plan) will not be permitted as proposed if the area remains as public street right-of-way. Right-of-way vacation is a legislative decision of the Richland City Council with the process defined in state law. At this time, the City has not received a petition requesting vacation of that portion of Clubhouse Lane.
20. The provided estimate of trips-per-day under SEPA item 14.f is incorrect. Trip Generation for Multi-Family units is 7.32 trips per day which is equivalent to 395 trips for this development. Considering these units are not close to amenities, they are likely to produce higher trips per day per unit, similar to single family residences, which would be closer to 510 trips. The City does not believe that these trips will cause any street or intersection to compromise the City's adopted level of service for traffic operations. If the City amends the municipal code to include a traffic impact fee applicable to this area, this project may be subject to its requirements as a means of mitigating the incremental impact of the new trips on the street system.
21. A note will be shown on the face of the final plat stating that River Valley Drive is classified as a major collector street. Subsequently, no driveways directly accessing single family lots will be allowed onto it.
22. Per RMC 12.10.035, sidewalks shall be installed along all street frontages.
23. Developer and Developer's engineer shall demonstrate on the construction plans that all future driveway entrances, sidewalks and pedestrian ramps will meet City and ADA requirements.
24. Pedestrian ramps shall be designed to current City standard details and ADA standards.

25. 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 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 roads shall be constructed to provide for adequate fire truck and solid waste collection truck access and turnaround movements.
27. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later must have temporary turnarounds built at the end of them. If the temporary turnaround is not located within the final plat, an easement with a 50-foot radius will be required.

Domestic Water:

28. It shall be the responsibility of Developer to extend a watermain to this property to serve domestic water at the time of plat construction. This watermain shall be sized to adequately supply domestic water and fire flows to the proposed development.
29. Developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed. Looping of the water system provides redundancy and helps to eliminate stagnant water.
30. The fire hydrant layout shall be approved by the City's Fire Marshal.
31. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development.

Sanitary Sewer:

32. Developer shall be responsible for extending a sewer main to this property to serve sanitary sewer at the time of plat construction.
33. 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:

34. All construction projects that do not meet the exemption requirements outlined in Chapter 16.06 RMC shall comply with the requirements of the Washington State

Department of Ecology-issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. Developer shall be responsible for compliance with the permit conditions. 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. 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.

35. Privately-owned on-site storm drainage systems shall be designed following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines." Calculations shall be stamped by a registered professional Civil Engineer. Prior to discharging any storm drainage waters from paved surfaces into drainage ditches, groundwater or a public system, an oil/water separator must be installed. Applicant's design shall provide runoff protection to downstream property owners.
36. Public storm drainage systems shall have their flow rate and storage capacity designed by a professional engineer following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines." The storm water calculations shall be stamped by a professional engineer and shall include a profile of the storm system showing the hydraulic grade line. The calculations should include an accurate delineation of the contributing drainage area to accurately size the stormwater facilities. Passing the storm water downhill to an existing storm system will require an analysis of the downstream storm system to determine its capability of accepting the storm water without being overwhelmed. Applicant's design shall provide runoff protection to downstream property owners.
37. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
38. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with RMC 24.16.170 ("Easements-watercourses").

39. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
40. Prior to or concurrent with the submittal of the first phase, 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 72 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 percolate within 72 hours.
41. The amount of post-development storm runoff from the proposed site shall be in compliance with Chapter 16.06 RMC.
42. Any parcel occupied by a City stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility. The design of the basin shall include access features meeting the City's needs for maintenance.
43. Developer should consider the long-term appearance of the storm basin, particularly if it will occupy a prominent location in the development. City storm pond maintenance practices consist of semi-annual vegetation trimming and silt and debris removal, so if Developer wishes for the pond to be landscaped and visually appealing, then a homeowner's association should be considered for long-term landscape maintenance responsibilities. These maintenance responsibilities shall be noted on the final plat. Basins designed as detention and evaporative basins need to include plantings that will tolerate or thrive in standing water. Planting designs for areas not routinely exposed to water shall include plants that will thrive without irrigation. At a minimum, the landscaping plan should be consistent with the City's intended maintenance standard as described above.
44. Developer shall be responsible for landscaping the storm pond and for its maintenance and the plantings through the one-year infrastructure warranty period. 11 months after the final acceptance date, Developer shall clean the storm system and basin of all accumulated oil, sediment, and debris. After this maintenance is completed and inspected, the City will begin routine maintenance of the system and basin. Developer shall replace any plantings that have failed to survive the warranty period. Developer shall also perform trimmings required to control weeds in excess of 18-inches in height for the 12 months following the date of final plat acceptance.

Solid Waste:

45. Due to limited turnaround space, lots located on dead-end streets may have to transport their garbage cans to a location acceptable for solid waste pick-up.

Final Platting Requirements:

46. When the construction is substantially complete, a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "Record Drawing Requirements & Procedures" for a complete description of the record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat of the project.
47. 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 and a certificate of occupancy. The City requires preparation of the easement legal description by Developer two weeks prior to the scheduled date of final acceptance. Off-site ("third-party") easements for City infrastructure are the responsibility of Developer to obtain. Once received, the City will prepare the easement document and provide it to Developer. Developer shall record the easement with the Benton County Auditor and return a recorded original document to the City prior to application for final occupancy.
48. Any off-site easements or permits necessary for this project shall be obtained and secured by Applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
49. 10-foot wide public utility easements will be required on the final plat along both sides of all rights-of-way within the proposed plat.
50. If not already in existence, a 10-foot public utility easement along the River Valley Drive frontage shall be provided on the face of the final plat.
51. The vision-clearance triangle needs to be shown on all corner lots on the final plat document in accordance with RMC 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.
52. The final plat shall include notes identifying all common areas, including the private streets and tracts, and acknowledging the ownership and maintenance responsibility by the homeowners association. If deemed necessary, a note shall be added to the face of the final plat that states: "*The private roads are for the use and benefit of the homeowners that abut said roads, and are to be maintained by said owners. The City of Richland accepts no maintenance responsibility for said roads.*" And: "*The private drives within this plat are fire lanes and parking is restricted. The required no-parking signs shall be installed by the developer where applicable.*"

53. Street signs indicating restricted parking areas shall be installed at Developer's expense prior to final platting. The restricted parking areas shall be indicated on the final plat.
54. All landscaped areas within the plat that are in the public right-of-way shall be the responsibility of the homeowners to maintain.
55. A one-foot "No access/screening easement" will be required along the River Valley Drive right-of-way.
56. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
57. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per RMC 3.12.095.

Planning Requirements:

58. Phase 3 of the phasing plan showing the off-site improvements shall be removed from the phasing plan and shall be considered a stand-alone project requiring additional review and permitting by the City.
59. The PUD is designed to conform with R2-S zoning standards. As a result, the R2-S zoning standards shall apply for all future development within the proposed PUD.

This Agreement shall be placed of record and the terms and conditions thereof shall be a covenant running with the land and included in each deed and real estate contract executed by Petitioner with respect to the subject Property or any part thereof.

The City of Richland shall be deemed a beneficiary of this covenant without regard to whether it owns any land or interest therein in the locality of the subject Property, and shall have the right to enforce this covenant in any court of competent jurisdiction.

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

[Signature page to follow]

City of Richland

HJBT Properties LLC, Petitioner

Jon Amundson, ICMA-CM
Interim City Manager

Brad Rew, Authorized Agent

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

STATE OF WASHINGTON)
 : SS
COUNTY OF BENTON)

On this ____ day of _____, 2021, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jon Amundson, Interim City Manager** for the **City of Richland**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal hereon affixed the day and year above written.

Signature

Notary Public in and for the State of _____
Residing at _____
My appointment expires _____

seal

STATE OF WASHINGTON)
COUNTY OF BENTON) : SS

On this ____ day of _____, 2021, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Brad Rew, Authorized Agent for HJBT Properties LLC**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal hereon affixed the day and year above written.

Signature _____

Notary Public in and for the State of _____
Residing at _____
My appointment expires _____

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

GENERAL INFORMATION:

PROPOSAL NAME: The Links Residence at Horn Rapids – Planned Unit Development

LOCATION: The project site is generally located at 2800 Clubhouse Lane, Richland, WA upon a portion of Assessor's Parcel Number 128082000001005. The specific location of the proposed development is along the eastern boundary of the 18th hole of Horn Rapids Golf Course and south of the existing pro-shop.

APPLICANT: HJBT Properties

FILE NO.: PUD2021-101

DESCRIPTION: 54-unit Planned Unit Development

PROJECT TYPE: Type 3A Preliminary Planned Unit Development

HEARING DATE: May 10, 2021

REPORT BY: Mike Stevens, Planning Manager

RECOMMENDED ACTION: Approval



Figure 1 - Vicinity Map

DESCRIPTION OF PROPOSAL

On December 18, 2020, HJBT Properties filed an application (Exhibit 1) with the City for a 54-unit Planned Unit Development. On December 29, 2020 the City informed the applicants that a number of items within the application packet needed to be addressed and that the application would be placed on "HOLD" until all of the updated information had been received. The applicants re-submitted their application packet on February 15, 2021.

The purpose of this application request is to authorize a Planned Unit Development to be known as The Links Residence at Horn Rapids. The proposed development consists of 54 new single-family townhome units within an area approximately 7.27 acres in size located west of River Valley Drive and south of the existing Horn Rapids Golf Course clubhouse.

SITE DESCRIPTION & ADJACENT LAND USES

The project site is relatively flat and is approximately 7.27 acres in size. The site is located south of the existing golf course club house and west of River Valley Drive. The 18th fairway of the Horn Rapids golf course borders the project site to the west while the Crosswater residential subdivision borders the project site to the south.

The existing golf course clubhouse is located to the north of the project site as is an access road which is located within city right-of-way and referred to as Clubhouse Lane. The location of the clubhouse and the adjoining golf course to the west are zoned Agriculture, while the Horn Rapids community recreational area consisting of a pool, tennis courts, basketball hoops and large grassy gathering area(s) are located east of River Valley Drive and are zoned Neighborhood Commercial (C-1). Also located east of the project site and east of River Valley Drive is the existing Horn Rapids community RV parking and storage lot. Single-family residential homes within the R-3 (High Density Residential) zone are located directly to the south while land to the southeast is located within an existing Planned Unit Development (PUD) known as Horn Creek.

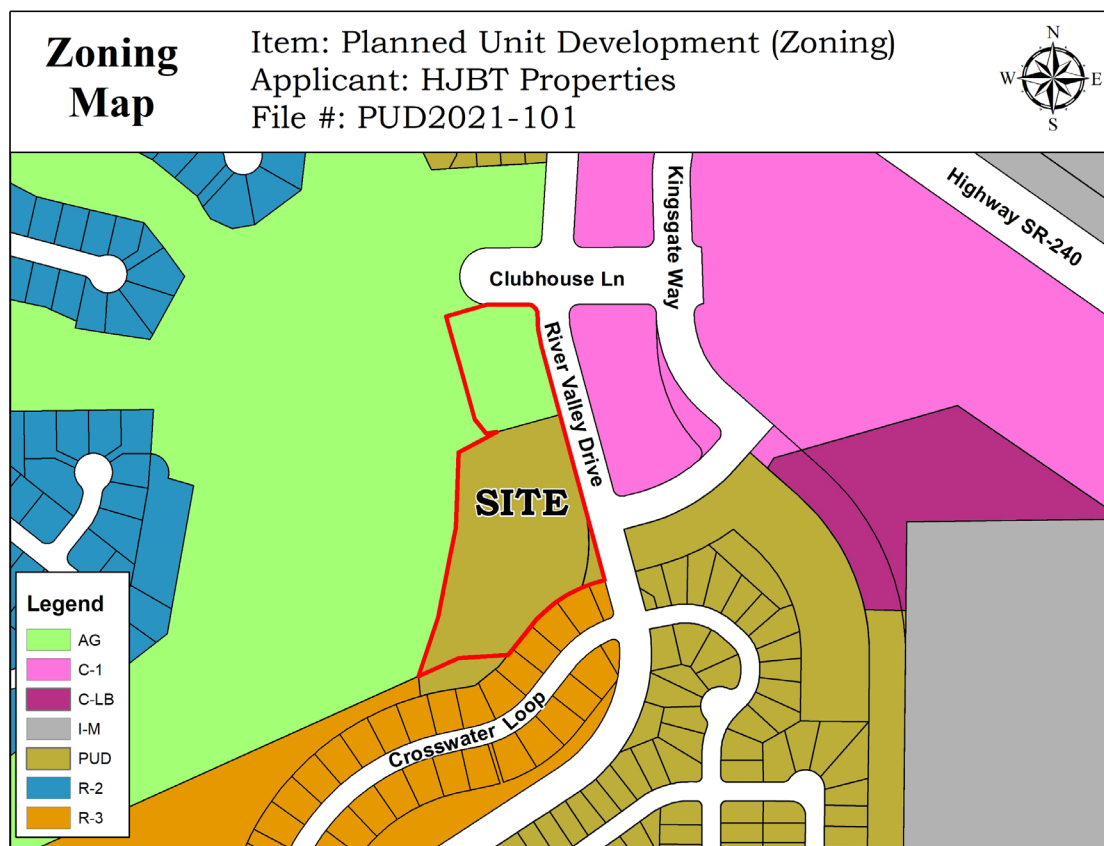


Figure 2 – Zoning Map

ZONING

The zoning map above illustrates the site's current Agricultural (AG) and Planned Unit Development (PUD) zoning together with zoning assignments of adjacent and surrounding properties as indicated in the previous section. The portion of the project site that is zoned PUD was established in 1994 via Ordinance No. 34-94 (Exhibit 2). Ordinance No. 34-94 authorized the creation of a 30-lot residential subdivision upon approximately six (6) acres on land that currently contains the existing golf cart storage shed, out of service putt-putt course, man-made pond, rock water feature, and several homes located within the Crosswater subdivision.

It is important to note that the residential PUD contemplated by Ordinance No. 34-94 was not constructed and subsequent development of the Crosswater subdivision resulted in a portion of the land governed by Ordinance No. 34-94 PUD being used for the Crosswater subdivision.

As stated in Richland Municipal Code Chapter 23.14, the Agricultural zone is primarily intended for open land uses such as grazing or pasture lands, agriculture, part-time small tract farming, cemeteries, golf courses and parks.

Chapter 23.50 RMC, Planned Unit Development, states that the purpose of a planned unit development is to provide opportunities to create a more desirable environment through the application of flexible design and development standards to tracts of land under common ownership or control. Planned unit development is intended to encourage the use of new and improved techniques and technology in community development and continued maintenance. It is intended to achieve economics in development and maintenance while providing privacy, usable open space, safe pedestrian and vehicular circulation, and compatible relationships between different uses.

REQUESTED PLANNED UNIT DEVELOPMENT

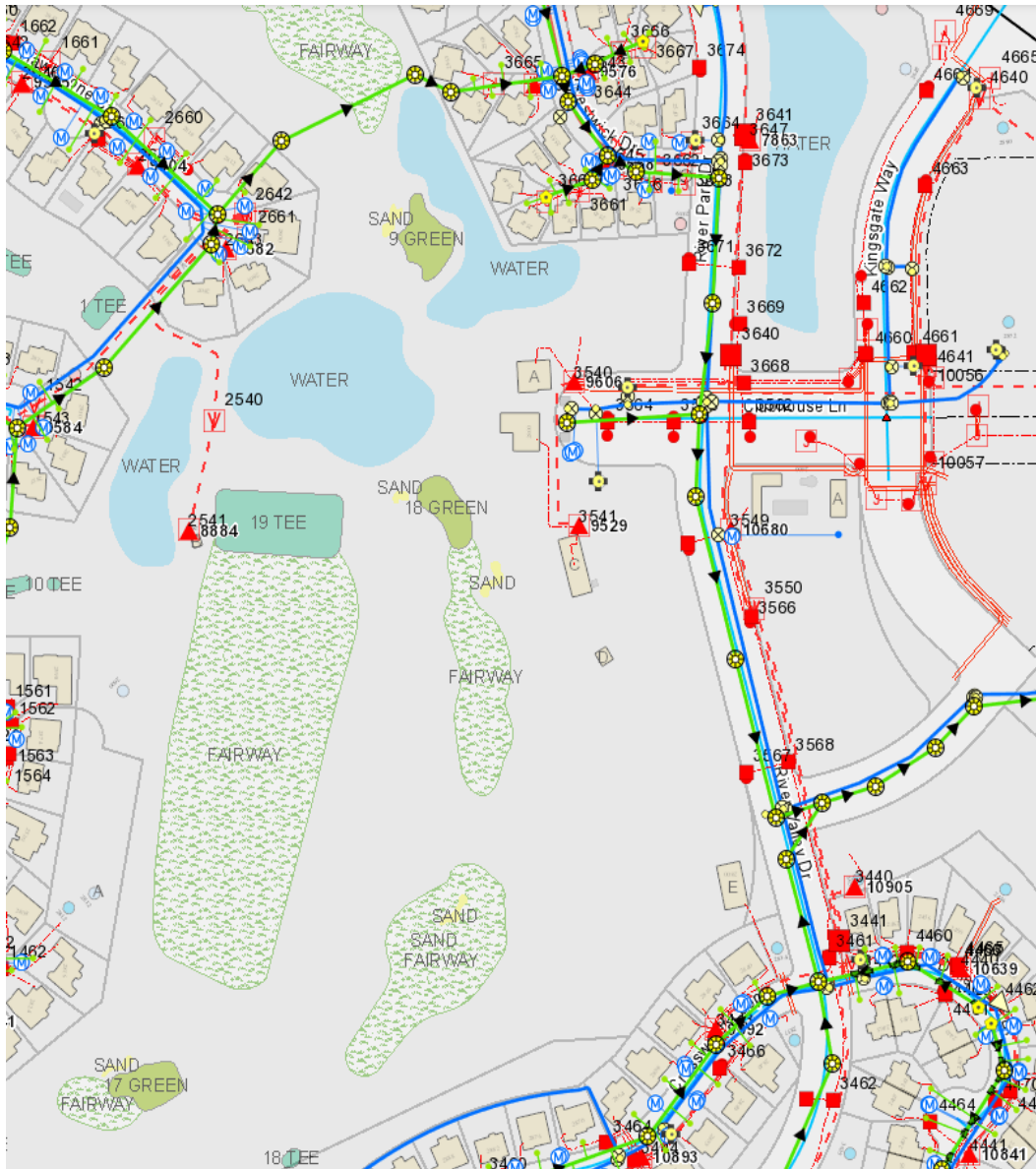
The proposed PUD consists of 54 residential townhomes, an internal road network, residential guest parking areas and landscaped open areas to be maintained by the homeowner's association. The requested PUD does not contain the area or the future modifications to the existing clubhouse. Although plans show a future Phase 3 (Clubhouse and Parking Lot Modifications) that phase of the applicant's overall development plan has been shown for reference purposes only and is not subject to the requested PUD.

The proposed development is intended to follow the current R-2S zoning standards with minimum lot sizes for one-family attached dwellings (townhomes) of 3,000 square feet, maximum lot coverage of 50%, and setbacks to property lines of 18 feet in the front, 20 feet in the rear and 6 feet on the side. The maximum height of each unit will be 30 feet and each residential unit will contain 2-car garages as well as driveway parking. It should be noted that the typical lot size that has been proposed is 3,488 square feet with an average lot size of 4,356 square feet, which exceeds the 3,000 square foot minimum lot size allowed in the R-2S zone.

Each of the proposed townhouse units would have frontage along the internal street network and not along Clubhouse Lane or River Valley Drive. It should be noted that Twenty-six (26) of the proposed residential units would have rear yards abutting the existing golf course while seventeen (17) units would have side or rear yards facing River Valley Drive. The remaining eleven (11) lots would have side and/or rear yards facing other residential development with the back yards of four (4) townhomes directly facing the existing homes belonging to the Crosswater subdivision (Lots 21 – 24).

UTILITY AVAILABILITY

City utility mapping records indicate underground utility infrastructure as illustrated in Figure 3 provided below. Written explanations of each utility service are provided in the following sections.



SEWER

River Valley Drive, which is located immediately east of the project site contains an eighteen (18) inch sewer main while Clubhouse Lane, which is located north of the project site contains an 8" sewer main.

WATER

A twenty (20) inch water main is located in River Valley Drive while a twelve (12) inch water main is located within Clubhouse Lane. The subject property currently contains a fire hydrant which is serviced via a six (6) inch water line.

ELECTRICAL POWER

Richland Energy Services (RES), a municipal public utility district, will service future development on the site. Underground power lines currently provide electrical service to the site; however, it is anticipated that electrical service upgrades will be required. The proposed PUD map indicates that 10' utility easements will be provided along the frontage of each new townhome lot, thus providing adequate room for electrical services to be installed.

TRANSPORTATION

The streets within the proposed PUD are narrower than City standards. As a result, on-street parking will be prohibited on all streets narrower than 34 feet from face of curb to face of curb. Restrictive parking signage will be required to be installed at the developer's expense prior to final platting.

The applicants have proposed constructing a number of off-street parking spots for guest use; however, several of the proposed off-street parking spots are parallel parking spaces and those stalls will result in an undesirable conflict between pedestrians and vehicles and will not be permitted.

The off-site modifications to the Clubhouse Lane right-of-way (depicted as "Phase 3" on the phasing site plan) will not be permitted as part of this PUD application as the area has not been officially vacated and remains a public street right-of-way. Right-of-way vacation is a legislative action of the City Council with a specific process defined in state law and the applicants have yet to submit a petition requesting vacation of that portion of Clubhouse Lane.

Trip Generation for Multi-Family units is 7.32 trips per day which is equivalent to 395 trips for this development. Considering these units are not close to amenities they are likely to produce higher trips per day per unit, similar to single family residences, which would be closer to 510 trips. The City does not believe that these trips will cause any street or intersection to compromise the City's adopted level of service for traffic operations and, as a result, a Traffic Impact Analysis has not been required. If the City amends the municipal code to include a traffic impact fee applicable to this area this project may be subject to its requirements as a means of mitigating the incremental impact of the new trips on the street system.

PUBLIC NOTICE

Application Date:	February 15, 2021
Notice of Hearing Mailed:	March 29, 2021
Notice of Hearing Posted:	March 31, 2021
Notice of Hearing Published:	April 4, 2021
Public Hearing:	May 10, 2021

Notice of application and notice of hearing was provided through posting of the property, mailing of notice to property owners within 300 feet of the site and publication in the *Tri-City Herald* newspaper. Copies of the notices and affidavits are included in Exhibit 3.

As of the date of this report, city staff has received in excess of 100 comments from the general public and governmental agencies (Exhibit 5).

SEPA

The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and reviewed the proposed project for probable adverse environmental impacts. A determination of non-significance (DNS) was issued for this project on May 3, 2021 after utilizing the optional DNS process in WAC 197-11-355 (Exhibit 4).

CRITICAL AREAS

The proposed development site does not contain, nor is it adjacent to, any critical areas as defined by the City's Critical Areas regulations, Chapter 22.10 RMC.

SHORELINE MASTER PROGRAM

The proposed development site is not located within the jurisdiction of the City of Richland's Shoreline Master Program.

COMPREHENSIVE PLAN

Richland's Comprehensive Plan designates the project site for medium density residential development such as those uses allowed by the R-2 and R-2S zoning districts. While a Planned Unit Development is not a specific zoning designation, Section 23.50.020 RMC, Uses Permitted, states that a planned unit development district may be approved for any use or combination of uses listed in Chapters 23.14 (Agriculture Zoning Districts) through 23.30 (Public Use Zoning Districts). Chapter 23.18 (Residential Zoning Districts) falls within the list of uses approved for planned unit developments. As such, the proposed development is consistent with the Comprehensive Plan.

The following land use map (Fig. 4) illustrates the city's Comprehensive Plan land use designations for the site and surrounding vicinity as depicted by the city's GIS mapping database.

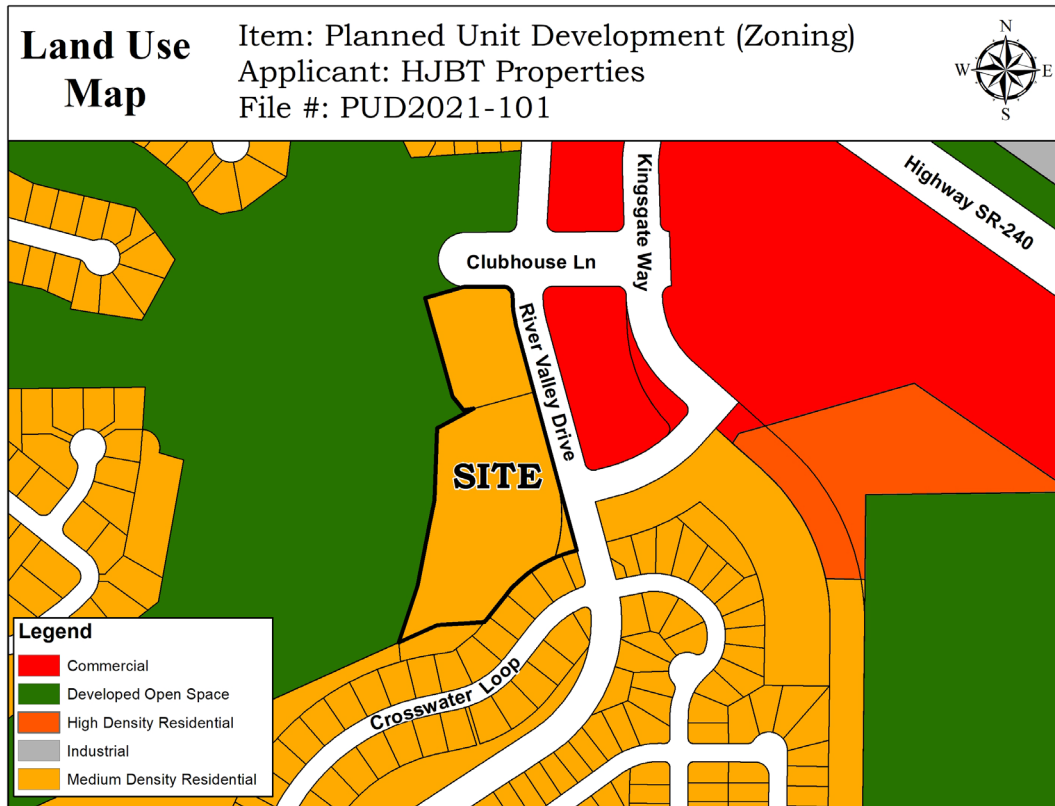


Figure 4 – Comprehensive Plan Map

The Comprehensive Plan contains the following goals and policy statements generally viewed as being in support of the proposed application:

Land Use Goal 1:

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

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

Land Use Goal 2:

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

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

Policy 3 – Ensure that the intent of the land use and districts are maintained.

Land Use Goal 3:

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

Policy 3 – Innovative and non-traditional residential developments can occur through the use of planned unit developments, density bonuses, new types of housing, and multi-use or mixed-use developments.

BACKGROUND

While this section is being added to bring understanding to a specific topic (Golf Declaration) it is not intended to outline the entire history of the Horn Rapids Development and Horn Rapids Golf Course. With that said, the Horn Rapids Development and, specifically, the Horn Rapids Golf Course have had various issues that have arisen over the years that have required cooperation between the City and the various ownership groups. The following is offered to help clarify the issues surrounding the Golf Declaration, which has been referred to in many of the comments received and will undoubtedly be referred to during the open record public hearing.

In 1992 the City entered into an agreement titled “Horn Rapids Development and Option Agreement” (D & O) with Columbia Triangle Venture, L.P. The D & O agreement was amended twice in 1993 and in 1994 the City approved Columbia Triangle Venture L.P.’s rezone of approximately 6 acres from Multi-Family Residential (R-3) to Planned Unit Development (PUD). This rezone and Planned Unit Development is referred to previously in this staff report as Ordinance No. 34-94. Then, in 1995 a Deed of Trust was executed by the City in favor of Columbia Triangle Venture, L.P., and that Deed of Trust was recorded with the Benton County Auditor (Auditor’s Recording Number 95-21658).

Sometime during the early 2000’s and prior to August 25, 2003, Columbia Triangle Venture L.P. failed to keep up on its payments and went into foreclosure. Their foreclosure led to a Commercial Licensing Agreement between the City and Columbia Golf Associates. The agreement allowed Columbia Golf Associates to operate the golf course on behalf of the City until the Court-Determined Local Improvement District foreclosure redemption period terminated. This license agreement included general maintenance and operation standards and a list of property and assets subject to the licensing agreement.

On March 29, 2004, the City of Richland was the successful bidder at a Sheriff’s sale and re-acquired the golf course in a trust capacity. Then, on May 3, 2005 the City of Richland and Columbia Golf Associates agreed to cancel the Commercial Licensing Agreement and establish future requirements to limit the use of the Golf Course real property to golf course purposes (“Golf Declaration”) and complete a Boundary Line Adjustment to transfer the “Golf Course Property” to Columbia Golf Associates.

On July 15, 2005, Columbia Golf Associates and the City entered into an agreement which conveyed the Golf Course Property to Columbia Golf Associates conditioned on the recording of a declaration to limit the use of the Golf Course Property. The parties executed a Declaration of Restrictive Covenant for Golf Course use. This Declaration of Restrictive Covenant indicates that the Golf Course Property, or any portion thereof, shall be used and operated *only for a regulation length, 18 hole golf course, clubhouse and related facilities* (Exhibit 6). The City and others have operated and proceeded under the assumption that this restrictive covenant bound

the owners of the golf course from changing or developing it in a manner that would be inconsistent with the language of the restrictive covenant. However, upon further investigation of the issue by the City Attorney in 2020 it was determined that the 2005 restrictive covenant executed between the City and Columbia Golf Associates (“CGA”) is unenforceable against the golf course’s current owner (HJBT Properties) because the land use agreement, although appearing in the public record, is missing a legal description, which is fatal to its enforceability and renders it void.

This is an important issue to be mentioned because a number of comments received during this PUD process refer to the golf course restrictive covenant and its enforceability. Staff intends to provide further detail regarding this issue and how the enforceability of the restrictive covenant plays into this discussion during the May 10, 2021 public hearing.

PLANNED UNIT DEVELOPMENT ANALYSIS

Chapter 23.50 RMC governs the approval and development of Planned Unit Developments. Section 23.50.040.A RMC, specifically indicates that the preliminary PUD plan shall include the following:

1. Relationship of the property to the surrounding area, including identification of nearby uses and peripheral treatment of the PUD to maximize compatibility and integration of the PUD with nearby existing or proposed uses;
2. Proposed land uses and approximate building locations or buildable areas;
3. Location, arrangement and width of proposed streets and pedestrian ways, and the design and arrangement of off-street parking areas, loading areas and recreation vehicle storage areas;
4. Location, layout and conceptual design of parks, playgrounds and open spaces;
5. Location and extent of trees, watercourses, rock outcrops and any other features, indicating any significant features to be removed, improved or preserved;
6. Topography at a minimum five-foot contour interval;
7. Building heights and setbacks from property lines;
8. Preliminary architectural plans and elevations of typical buildings and structures, except single-family detached dwellings;
9. Landscape plans for open space, parks, recreation facilities, streets, parking facilities and pedestrian ways;
10. Proposed ownership pattern, including preliminary subdivision plan if property is to be subdivided;
11. The proposed method of maintaining common facilities;
12. Proposed source of water supply, electric supply, sewage disposal, and storm drainage systems;
13. General timetable of development, including a phasing schedule if the project will be developed in phases; or
14. For PUDs containing residential uses, graphic and, where necessary, written description of proposed nonresidential uses and facilities. In addition, a table shall be provided showing the total site acreage, total number of dwelling units proposed, and the dwelling unit density of adjacent subdivisions.

Based upon staff's analysis of the items submitted, it appears that each of the items listed above have been adequately addressed by the applicants as part of their PUD submittal packet. Specifically, staff refers the hearing's examiner to the document titled "HJBT Responses to PUD Application – HJBT Townhome Development" located within Exhibit 1. This document clearly outlines the regulatory requirements for a PUD and provides written explanation (in red) as to how the proposed PUD complies with the various requirements.

Section 23.50.040.B states that the hearing examiner shall conduct an open record public hearing and review of the request for reclassification to PUD and preliminary PUD plan approval as required by RMC Title 19 for Type IIIA permit applications. The hearing examiner, after public hearing, shall recommend to the city council that the application be granted (with or without additional conditions) or denied. Such recommendation shall be based on the hearing examiner's determination of whether:

1. The PUD district development will be compatible with nearby developments and uses;
2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;
3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district;
4. The development can be completed within a reasonable period of time.

Section 23.50.040.C indicates that the hearing examiner's recommendation shall include findings of fact with due consideration to all issues raised, pro and con, and the reasons for the hearing examiner's action referring expressly to the maps and other documents constituting the proposed plan and program, and matters of record.

Staff's review and analysis of the proposed PUD in regards to the four (4) criteria indicated above is as follows:

1. The PUD district development will be compatible with nearby developments and uses;

The proposed PUD will be residential in nature and will consists of townhomes (attached single-family units) constructed over two (2) to four (4) lots. This is similar to what currently exists in the nearby Horn Creek subdivision that is located southeast of the proposed PUD site as it consists primarily of townhomes constructed over two (2) individual lots. The proposed PUD will not contain any agricultural or commercial related uses and therefore is also consistent with the other single-family subdivisions located within the Horn Rapids Residential Development.

2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;

A 6' tall solid screen fence is proposed along a portion of the northern property line as well as along the full length of the eastern property line (River Valley Drive) and southern property line (boundary of the Crosswater subdivision). The use of fence

screening and associated landscaping (as depicted on the landscaping plan) will result in a look that is consistent with and compatible with adjacent and nearby residential areas.

3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district;

As previously indicated within the Zoning and Comprehensive Plan sections of this report, the proposed development is consistent with the intent of the comprehensive plan and the purpose of the PUD district.

4. The development can be completed within a reasonable period of time.

As indicated in the application materials titled “HJBT Responses to PUD Application – HJBT Townhome Development” located within Exhibit 1 the applicants expect to complete development of the proposed PUD within three (3) years. This timeline includes completion of Phase 3 of their overall project (Golf Course Club House) which is not subject to this specific PUD application but has been shown by the applicants in order to provide assurance to the public that the club house project will also be completed in a timely manner.

STAFF RECOMMENDATION

Staff has completed its review of the request for a preliminary PUD and change of zone to PUD (PUD2021-101) and recommends approval of the request based on the following Suggested Findings and Conclusions and Suggested Conditions of Approval:

SUGGESTED FINDINGS AND CONCLUSIONS

1. HJBT Properties, LLC filed an application with the City for a 54-unit Planned Unit Development.
2. The project site is approximately 7.27 acres in size and is a portion of Assessor's Parcel Number 128082000001005. The project site is located south of the existing golf course club house and west of River Valley Drive. The 18th fairway of the Horn Rapids golf course borders the project site to the west while the Crosswater residential subdivision borders the project site to the south.
3. The project site is relatively flat.
4. The project site is currently zoned Agricultural (AG) and Planned Unit Development (PUD).
5. The portion of the project site that is zoned PUD was established in 1994 via Ordinance No. 34-94. Ordinance No. 34-94 authorized the creation of a 30-lot residential subdivision upon approximately six (6) acres of land that currently contains the existing golf cart storage shed, out of service putt-putt

- course, man-made pond, rock water feature, and several homes located within the Crosswater subdivision.
6. The residential PUD contemplated by Ordinance No. 34-94 was not constructed.
 7. Chapter 23.14 RMC indicates that the Agricultural zone is primarily intended for open land uses such as grazing or pasture lands, agriculture, part-time small tract farming, cemeteries, golf courses and parks.
 8. Chapter 23.50 RMC indicates that the purpose of a planned unit development is to provide opportunities to create a more desirable environment through the application of flexible design and development standards to tracts of land under common ownership or control. Planned unit development is intended to encourage the use of new and improved techniques and technology in community development and continued maintenance. It is intended to achieve economics in development and maintenance while providing privacy, usable open space, safe pedestrian and vehicular circulation, and compatible relationships between different uses.
 9. The proposed development is intended to follow the current R-2S zoning standards with minimum lot sizes for one-family attached dwellings (townhomes) of 3,000 square feet, maximum lot coverage of 50%, and setbacks to property lines of 18 feet in the front, 20 feet in the rear and 6 feet on the side. The maximum height of each unit will be 30 feet and each residential unit will contain 2-car garages as well as driveway parking. The typical lot size that has been proposed is 3,488 square feet with an average lot size of 4,356 square feet, which exceeds the 3,000 square foot minimum lot size allowed in the R-2S zone.
 10. Public water, sanitary sewer and electrical power are all capable of handling the proposed residential development.
 11. The streets within the proposed PUD are narrower than City standards. As a result, on-street parking will be prohibited on all streets narrower than 34 feet from face of curb to face of curb. Restrictive parking signage will be required to be installed at the developer's expense prior to final platting.
 12. The applicants have proposed constructing a number of off-street parking spots for guest use; however, several of the proposed off-street parking spots are parallel parking spaces and those stalls will result in an undesirable conflict between pedestrians and vehicles and will not be permitted.
 13. The off-site modifications to the Clubhouse Lane right-of-way (depicted as "Phase 3" on the phasing site plan) will not be permitted as part of this PUD application as the area has not been officially vacated and remains a public street right-of-way. Right-of-way vacation is a legislative action of the City Council with a specific process defined in state law and the applicants have yet to submit a petition requesting vacation of that portion of Clubhouse Lane.

14. The City does not believe that trips generated from the proposed PUD will cause any street or intersection to compromise the City's adopted level of service for traffic operations and, as a result, a Traffic Impact Analysis was not required.
15. Notice of application and public hearing was mailed to all recorded property owners within 300' of the project site on March 29, 2021.
16. Notice of public hearing was posted at the project site on March 31, 2021.
17. Notice of application and public hearing was published in the Tri-City Herald on April 4, 2021.
18. The City of Richland utilized the Optional DNS Process in WAC 197-11-355. The end of the SEPA comment period was April 30, 2021.
19. A determination of non-significance (DNS) was issued on May 3, 2021.
20. The proposed development site does not contain, nor is it adjacent to, any critical areas as defined by Chapter 22.10 RMC.
21. The proposed development site is not located within the jurisdiction of the City of Richland's Shoreline Master Program.
22. The City of Richland Comprehensive Plan designates the subject site as suitable for medium density residential land uses.
23. The Horn Rapids Golf Course and residential development have had various issues over the years that have required cooperation between the City and the various ownership groups.
24. On March 29, 2004, the City of Richland was the successful bidder at a Sheriff's sale and re-acquired the golf course in a trust capacity.
25. On July 15, 2005 the City and Columbia Golf Associates entered into an agreement which conveyed the Golf Course property to Columbia Golf Associates conditioned on the recording of a declaration (covenant) to limit the use of the Golf Course property.
26. In 2020, the Richland City Attorney determined that the 2005 restrictive covenant executed between the City and Columbia Golf Associates was unenforceable because the land use agreement, although appearing in the public record, is missing a legal description, which is fatal to its enforceability and renders it void.
27. Chapter 23.50 RMC governs the approval and development of Planned Unit Developments.

28. Section 23.50.040.A RMC outlines fourteen (14) items that shall be shown and/or indicated in a PUD application.
29. Section 23.50.040.B states that the hearing examiner shall conduct an open record public hearing and review of the request for reclassification to PUD and preliminary PUD plan approval as required by RMC Title 19 for Type IIIA permit applications. The hearing examiner, after public hearing, shall recommend to the city council that the application be granted (with or without additional conditions) or denied. Such recommendation shall be based on the hearing examiner's determination of whether:
 1. The PUD district development will be compatible with nearby developments and uses;
 2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;
 3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district;
 4. The development can be completed within a reasonable period of time.

SUGGESTED CONDITIONS OF APPROVAL

General Conditions:

1. All final, approved plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in full size (and electronic) format. Electronic copies of the construction plans are required prior to the pre-con meeting along with the multiple sets of paper drawings. When construction of the public infrastructure has been substantially completed, the applicant shall provide paper and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. The final record drawings shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
2. 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. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
3. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way construction permit prior to beginning work, per RMC Chapter 12.08. The applicant shall

- pay a plan review fee based on a cost-per-sheet of engineering infrastructure plans. This public infrastructure plan review fee shall apply each time a project is submitted for review. This fee will be different for commercial projects versus subdivision projects. Please visit the Public Works Private Development page on the City's webpage to find the current per-sheet fee. A permit fee in the amount equal to 3% of the construction costs of the work within the right-of-way or easement will be collected at the time the construction permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the approved plan submittal.
4. 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 final plat acceptance.
 5. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
 6. 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'.
 7. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
 8. All construction plan sheets shall include the note "CALL 811" or:
<http://www.call811.com/>
 9. 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:

10. Public improvement design shall follow the following general format and shall conform to the latest edition of Public Works design standards:
 - A. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details, Public Infrastructure Design Guidelines and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specs and details by visiting the City's web page.

- B. Any 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.
- C. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
- D. Watermains larger than 8-inches in diameter shall be ductile iron.
- E. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
- F. All watermains outside areas zoned R1 shall be ductile iron.
- G. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
- H. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC.
- I. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
- J. Where appropriate, all utilities shall be extended to the adjacent property (properties) at the time of construction.
- K. 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. 12% can be allowed for local streets for short distances.
- L. The minimum centerline radius for local streets shall be 100-feet.
- M. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
- N. An overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
- O. A detailed grading plan shall be included in the submitted plan set.
- P. 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.
- Q. 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.
- R. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
- S. All curb returns at minor intersections shall have a minimum radius of 25-feet.
- T. All streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
- U. All intersections of streets shall meet horizontal, vertical and intersectional design requirements for sight distance (Vision Clearance Triangle).
- V. All driveways for commercial projects or intersections of private roadways shall construct City standard commercial driveways. Radius-style driveways are not allowed.
- 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 reference all City of Richland standard details necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public.
 - 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.
11. 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.
12. 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. SEVAs 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.

13. SURVEY MONUMENT DESTRUCTION:

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

- A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). WAC 332-120-030(2) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of

locating and referencing any known or existing survey monuments.” (RCW 58.09.130).

- B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).
- C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

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

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

Traffic & Streets:

- 14. All streets within this preliminary plat shall be constructed to City standards with regards to pavement section and materials. The proposed streets are narrower than City standards. As such, on-street parking will be prohibited on all streets narrower than 34 feet from face of curb to face of curb. Street signs indicating restricted parking shall be installed at the developer's expense prior to final platting. The restricted parking areas shall be indicated on the construction plans and the final plat. All street signage will be installed by the developer prior to final platting.
- 15. Driveway locations shall meet the requirements of RMC Chapter 12.04.070. It appears that the driveways for lots 53 and 54 do not comply with this section of code.
- 16. The guest parking spots proposed as parallel parking stalls behind the sidewalk will not be permitted as they create an undesirable conflict between pedestrians and vehicles.
- 17. The off-site modifications to the Clubhouse Lane right of way (depicted as “phase 3” on the phasing site plan) will not be permitted as proposed if the area remains as public street right of way. Right of Way vacation is a legislative decision of the City Council with the process defined in state law. At this time the City has not received a petition requesting vacation of that portion of Clubhouse Lane.
- 18. The provided estimate of trips-per-day under SEPA item 14.f is incorrect. Trip Generation for Multi-Family units is 7.32 trips per day which is equivalent to 395 trips for this development. Considering these units are not close to amenities they are likely to produce higher trips per day per unit, similar to

- single family residences, which would be closer to 510 trips. The City does not believe that these trips will cause any street or intersection to compromise the City's adopted level of service for traffic operations. If the City amends the municipal code to include a traffic impact fee applicable to this area this project may be subject to its requirements as a means of mitigating the incremental impact of the new trips on the street system.
19. A note will be shown on the face of the final plat stating that River Valley Drive is classified as a major collector street. Subsequently, no driveways directly accessing single family lots will be allowed onto it.
 20. Per RMC Chapter 12.10.035, sidewalks shall be installed along all street frontages.
 21. The developer and his engineer shall demonstrate on the construction plans that all future driveway entrances, sidewalks and pedestrian ramps will meet City and ADA requirements.
 22. Pedestrian ramps shall be designed to current City standard details and A.D.A. standards.
 23. 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.
 24. All roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.
 25. 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 turnarounds built at the end of them. If the temporary turnaround is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

26. It shall be the responsibility of the developer to extend a watermain to this property to serve domestic water at the time of plat construction. This water main shall be sized to adequately supply domestic water and fire flows to the proposed development.
27. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed. Looping of the water system provides redundancy and helps to eliminate stagnant water.

28. The fire hydrant layout shall be approved by the City Fire Marshal.
29. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development.

Sanitary Sewer:

30. 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.
31. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.

Storm Water:

32. 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. The Developer shall be responsible for compliance with the permit conditions. 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. 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.
33. Privately-owned on-site storm drainage systems shall be designed following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines". Calculations shall be stamped by a registered professional Civil Engineer. Prior to discharging any storm drainage waters from paved surfaces into drainage ditches, groundwater or a public system, an oil/water separator must be installed. The applicant's design shall provide runoff protection to downstream property owners.

34. Public storm drainage systems shall have their flow rate and storage capacity designed by a professional engineer following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines". The storm water calculations shall be stamped by a professional engineer and shall include a profile of the storm system showing the hydraulic grade line. The calculations should include an accurate delineation of the contributing drainage area to accurately size the stormwater facilities. Passing the storm water downhill to an existing storm system will require an analysis of the downstream storm system to determine its capability of accepting the storm water without being overwhelmed. The applicant's design shall provide runoff protection to downstream property owners.
35. 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.
36. 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").
37. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
38. 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 72 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 percolate within 72 hours.
39. The amount of post-development storm runoff from the proposed site shall be in compliance with RMC Chapter 16.06.
40. Any parcel occupied by a City stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility. The design of the basin shall include access features meeting the city's needs for maintenance.
41. The developer should consider the long-term appearance of the storm basin, particularly if it will occupy a prominent location in the development. City storm pond maintenance practices consist of semi-annual vegetation trimming and silt and debris removal, so if the developer wishes for the pond to be landscaped and visually appealing, then a homeowners association

should be considered for long-term landscape maintenance responsibilities. These maintenance responsibilities shall be noted on the final plat. Basins designed as detention and evaporative basins need to include plantings that will tolerate or thrive in standing water. Planting designs for areas not routinely exposed to water shall include plants that will thrive without irrigation. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above.

42. The developer shall be responsible for landscaping the storm pond and for its maintenance and the plantings through the one-year infrastructure warranty period. At 11 months after the final acceptance date the developer shall clean the storm system and basin of all accumulated oil, sediment, and debris. After this maintenance is completed and inspected the City will begin routine maintenance of the system and basin. The developer shall replace any plantings that have failed to survive the warranty period. The developer shall also perform trimmings required to control weeds in excess of 18-inches in height for the 12-months following the date of final plat acceptance.

Solid Waste:

43. Due to limited turnaround space, lots located on dead-end streets may have to transport their garbage cans to a location acceptable for solid waste pick-up.

Final Platting Requirements:

44. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat of the project.
45. 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 or right-of-ways 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.
46. 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.
47. 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.

48. If one does not already exist a ten-foot public utility easement along the River Valley Drive frontage shall be provided on the face of the final plat.
49. The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
50. The final plat shall include notes identifying all common areas including the private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association. If deemed necessary a note shall be added to the face of the final plat that states: *"The private roads are for the use and benefit of the homeowners that abut said roads, and are to be maintained by said owners. The City of Richland accepts no maintenance responsibility for said roads". And: "The private drives within this plat are fire lanes and parking is restricted. The required no-parking signs shall be installed by the developer where applicable."*
51. Street signs indicating restricted parking areas shall be installed at the developer's expense prior to final platting. The restricted parking areas shall be indicated on the final plats.
52. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
53. A one-foot "No access / screening easement" will be required along the River Valley Drive Right of Way.
54. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
55. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.

Planning requirements:

56. Phase 3 of the phasing plan showing the off-site improvements shall be removed from the phasing plan and shall be considered a stand-alone project requiring additional review and permitting from the City.

EXHIBIT LIST

1. PUD Application Materials
2. Ordinance No. 34 - 94
3. Public Notices & Affidavits
4. SEPA DNS & SEPA Checklist
5. Comments
6. Golf Course Restrictive Covenant

Exhibit 1 - Packet 1



CITY OF RICHLAND NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING AND OPTIONAL DNS (PUD2021-101 & EA2020-133)

Notice is hereby given that HJBT Properties have filed an application for a 54-unit Planned Unit Development referred to as The Links Residence at Horn Rapids. The site is generally located at 2800 Clubhouse Lane, Richland, WA. The specific location of the proposed development is along the eastern boundary of the 18th hole of Horn Rapids Golf Course and south of the existing pro-shop.

The Richland Hearings Examiner will conduct a virtual public hearing and review of the application at 6:00 p.m., Monday, May 10, 2021. All interested parties are invited to participate in the virtual public hearing by visiting the City of Richland website (www.ci.richland.wa.us).

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

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 Boulevard, MS-35, Richland, WA 99352. Comments may also be emailed to mstevens@ci.richland.wa.us. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Written comments will be allowed to be submitted up to 6:00 p.m., Sunday, May 9, 2021. Written comments received after the cut-off time will not be accepted; however verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration, Title 23 Zoning and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Vicinity Map

Item: Planned Unit Development (Zoning)
Applicant: HJBT Properties
File #: PUD2020-101





Planned Unit Development (PUD) Application

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

PROPERTY OWNER INFORMATION		☒ Contact Person
Owner: HJBT PROPERTIES		
Address: 1413 Sunset Street, Richland WA 99354		
Phone: 509-528-6092	Email: thera@galerew.com	

APPLICANT/CONTRACTOR INFORMATION (if different)		☒ Contact Person
Company:	UBI#:	
Contact: Thera M. Rew		
Address: 1413 Sunset St.		
Phone: 509-528-6092	Email: thera@galerew.com	

SURVEYOR INFORMATION	
Contact: Rogers Survey	
Address: 1455 Columbia Park Trail	
Phone: 509-783-4141	Email:

ENGINEER INFORMATION	
Contact: Jason Archibald	
Address: 660 Symons, Richland WA 99354	
Phone: 509-946-4189	Email: jason@archibald.design

PROJECT DESCRIPTION
Developing a 54-unit townhome community on vacant land along hole 18 of Horn Rapids Golf Course. Horn Rapids Golf course will have a New Club House and Event center in their current location. Parking lot for Horn Rapids Golf Course will be moved to the north. Cart Barn for Horn Rapids Golf Course will be moved under Pro Shop/ Event Center.

PROPERTY INFORMATION		
Parcel #: 125082000001005	Zoning: PUD	
See "Legal Description of Property" Document in Dropbox file.		
Proposed Development Name: The Links Residence at Horn Rapids		
Gross Acreage: 86,844 sq ft.	Number of Lots: 54	Smallest Lot Size: 3480 sf
Net Lot Area Acreage:	Avg. Lot Size: 4356 sf	Largest Lot Size: 8441sf
Domestic Water Supply: ☒ City ☐ Private Well		Sewage Disposal: ☒ City ☐ Septic
Irrigation Source: ☒ City ☐ Private Well ☐ Columbia Irrig. District ☐ Kennewick Irrig. District ☐ Other		
SEPA Checklist submitted? ☒ Yes ☐ No		Title Report (Subdivision Guarantee) submitted? ☒ Yes ☐ No

APPLICATION MUST INCLUDE

1. Completed application and filing fee
2. Refer to RMC 23.50.030

UTILITY**APPROVAL RECEIVED**

Power	☐ Yes	☒ No
Telephone	☐ Yes	☒ No
Natural Gas	☐ Yes	☒ No
Cable TV	☐ Yes	☒ No

I authorize employees and officials of the City of Richland the right to enter and remain on the property in question to determine whether a permit should be issued and whether special conditions should be placed on any issued permit. I have the legal authority to grant such access to the property in question.

I also acknowledge that if a permit is issued for land development activities, no terms of the permit can be violated without further approval by the permitting entity. I understand that the granting of a permit does not authorize anyone to violate in any way any federal, state, or local law/regulation pertaining to development activities associated with a permit.

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 and have documented all applicable requirements on the site plan.
2. The information provided in this application contains no misstatement of fact.
3. I am the owner(s), the authorized agent(s) of the owner(s) of the above referenced property, 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.
4. I understand this permit is subject to all other local, state, and federal regulations.

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: Thera M. Rew, HJBT Properties

Applicant Signature:  Date 12/17/2020

HJBT Responses to PUD Application

HJBT Townhome Development

Submitted by:
Thera & Brad Rew
1413 Sunset St. Richland WA 99354
thera@galerew.com
509-528-6092

*All comments are submitted in **Red**.

B. Application. The applicant shall file a petition for reclassification to PUD and an application for preliminary PUD plan approval with the administrative official. The application shall be accompanied by the following:

1. Such fees as required by RMC [19.80.020](#);
2.
 - a. A report from a title insurance company showing ownership of the property involved
 - **Please see attached Title Report dated December 9, 2020.**
 - b. an accurate legal description of the property involved,
 - **The legal description is included in the title report as Exhibit A.**
 - c. a list of names and addresses of all owners of property within 300 feet, exclusive of street right-of-way, of the proposed PUD. Each parcel falling wholly or partly within the 300-foot distance shall be numbered to correspond with the ownership report;
 - **CROSSWATER SUBDIVISION**
 1. MCCLELLAN CHARLES S & GAYLE A
2843 CROSSWATER LOOP RICHLAND, WA 99354
Mailing Address: 2519 HARRIS AVE RICHLAND, WA 99354
 2. KEATTS LARRY & MONICA
2849 CROSSWATER LOOP RICHLAND, WA 99354
Mailing Address: 1282 WHITE BLUFFS ST RICHLAND, WA 99352
 3. DORWIN JAMES EDWARD
2855 CROSSWATER LOOP RICHLAND, WA 99354
 4. DYKEMAN RANDY G & KIM E
2861 CROSSWATER LOOP RICHLAND, WA 99354
 5. ESP MARK JOEL
2867 CROSSWATER LOOP RICHLAND, WA 99354
 6. WRIGHT GAVIN T
2875 CROSSWATER LOOP RICHLAND, WA 99354
 7. BAJWA SATINDERPAL & SATINDERJIT
2881 CROSSWATER LOOP RICHLAND, WA 99354
 8. DIXON MATTHEW D
2887 CROSSWATER LOOP RICHLAND, WA 99354
 9. LARSON JEFF A & BELINDA K
2893 CROSSWATER LOOP RICHLAND, WA 99354

10. BLAIR BRYAN W & KATIE G
2899 CROSSWATER LOOP RICHLAND, WA 99354
11. GROFF COLLEEN
2906 CROSSWATER LOOP RICHLAND, WA 99354
12. DEMYER JAMES J & ANDREA J
2900 CROSSWATER LOOP RICHLAND, WA 99354
13. HALLER DAVID & ROBIN
2894 CROSSWATER LOOP RICHLAND, WA 99354
14. MORRIS JOHN & TERRI
2888 CROSSWATER LOOP RICHLAND, WA 99354
15. YANG BIN & LUCY YANPIN LU
2882 CROSSWATER LOOP RICHLAND, WA 99354
16. MCLAIN TIMOTHY J & MICHELE
2876 CROSSWATER LOOP RICHLAND, WA 99354
17. STEWART RICK & MICHELE
2870 CROSSWATER LOOP RICHLAND, WA 99354
18. HUNTER JEFFREY L & SANDRA L
2864 CROSSWATER LOOP RICHLAND, WA 99354
19. LORENCE STEPHEN M & JANAL I
2858 CROSSWATER LOOP RICHLAND, WA 99354
20. WINTCZAK GAIL L
2852 CROSSWATER LOOP RICHLAND, WA 99354
21. PETERS JERRY D & LOUISE S
2846 CROSSWATER LOOP RICHLAND, WA 99354
22. LIBBY LARRY R & CAROLYN
2840 CROSSWATER LOOP RICHLAND, WA 99354
- HORN CREEK SUBDIVISION
 1. GUNTER PETER R
2468 DELLE CELLE DR RICHLAND, WA 99352
 2. TEWS JASON ANTHONY
2462 DELLE CELLE DR RICHLAND, WA 99352
Mailing Address: C/O SVN RETTER & COMPANY 329 N KELLOGG
KENNEWICK, WA 99336
 3. ROBBINS RENTAL PROPERTIES LLC
2456 DELLE CELLE DR RICHLAND, WA 99352
Mailing Address: 17420 SW 110TH AVE TUALATIN, OR 97062
 4. LONG TAWNYA L
2450 DELLE CELLE DR RICHLAND, WA 99352
 5. EFF MICHAEL & LINDA
2455 DELLE CELLE DR RICHLAND, WA 99352
 6. SPEARS GERALD W & CATHY S
2465 DELLE CELLE DR RICHLAND, WA 99352
 7. LONG AUDRI
2411LE CELLE DR RICHLAND, WA 99352
 8. GOODEN DEBORAH D
2407 DELLE CELLE DR RICHLAND, WA 99352
- HORN RAPIDS MASTER HOMEOWNERS ASSN
 1. 2600 CLUBHOUSE LN RICHLAND, WA 99354
 2. 2474 DELLE CELLE DR RICHLAND, WA 99352
 3. 2446 DELLE CELLE DR RICHLAND, WA 99352
 4. 2834 CROSSWATER LOOP RICHLAND, WA 99354
 5. 2837 CROSSWATER LOOP RICHLAND, WA 99354
 6. 2917 CROSSWATER LOOP RICHLAND, WA 99354

- d. The report shall include an accurate key map showing the property involved and delineating the property within 300 feet of the proposed PUD.

- Map 6 300' Map

3.

- a. At least 32 copies of each of all maps drawings representing the preliminary plan
 - Is this still required because we are sending through email? Please let me know if I should make copies and submit.
- b. A completed SEPA checklist on forms provided by the city
 - Attached SEPA

4. Notice of hearing shall be given in accordance with the requirements of RMC [23.70.200](#), with mailed notice sent to all owners of record within 300 feet, exclusive of street right-of-way, of the exterior boundaries of the proposed PUD pursuant to the title insurance company report required by subsection (B)(2) of this section. [Ord. 28-05 § 1.02].

A. Upon receipt of an application for reclassification to PUD and preliminary PUD plan approval, the administrative official shall publish a notice of hearing in a manner consistent with the requirements of Chapter [19.40](#) RMC and schedule the application for consideration by the hearing examiner. The preliminary PUD plan shall indicate:

1. Relationship of the property to the surrounding area, including identification of nearby uses and peripheral treatment of the PUD to maximize compatibility and integration of the PUD with nearby existing or proposed uses;

- This new PUD will be adjacent to other housing developments with single family homes. This PUD will exist in a very similar format to the surrounding areas. Horn Rapids is a residential community. This PUD will offer another type of residential living, specifically single family-owned townhomes.
- Map 3 Surrounding Area

2. Proposed land uses and approximate building locations or buildable areas;

HJBT future plans include, building a new clubhouse, redesigning the entrance into the golf course, adding townhouses, adding an event center, redesigning the cart barn and beautifying the surroundings.

- Townhome (Southern Properties) Land Use: Medium Density Residential (Change in Use)
- Pro-Shop (Northern Property) Land Use: Developed Open Space (Current Use)
- Map 4 Land Use Request
- Archibald's Plans A0.1, A0.2, A0.3

3. Location, arrangement and width of proposed streets and pedestrian ways, and the design and arrangement of off-street parking areas, loading areas and recreation vehicle storage areas;

- See Archibald's Plans A0.1, A0.2, A0.3

4. Location, layout and conceptual design of parks, playgrounds and open spaces;

- Archibald's Plans A0.1, A0.2, A0.3

5. Location and extent of trees, watercourses, rock outcrops and any other features, indicating any significant features to be removed, improved or preserved;

- Map 7 Vegetation gives current landscape.
- Shrubs, a manmade pond, trees will be removed for the development of town homes.
- The whole area will be beautified as it has not been taken care of and is currently an eyesore with lots of debris.

6. Topography at a minimum five-foot contour interval;

- Rodgers Surveying plans see:
 - Map 1 Topo of PUD
 - Map 2 Topo of Proshop
- Archibald Plans V0.1 (combined topo)

7. Building heights and setbacks from property lines;

- Archibald's Architect Plans:
 - Townhome Type A - FIRST FLOOR
 - Townhome Type A – RENDERINGS
 - Townhome Type A - SECOND FLOOR
 - Townhome Type A – SECTIONS
 - Townhome Type B – OPTION 2 PLANS
 - Townhome Type B – OPTION 2 RENDERING.

8. Preliminary architectural plans and elevations of typical buildings and structures, except single-family detached dwellings;

- Archibald's Plans
 - Townhome Type A - FIRST FLOOR
 - Townhome Type A – RENDERINGS
 - Townhome Type A - SECOND FLOOR
 - Townhome Type A – SECTIONS
 - Townhome Type B – OPTION 2 PLANS
 - Townhome Type B – OPTION 2 RENDERING.

9. Landscape plans for open space, parks, recreation facilities, streets, parking facilities and pedestrian ways;

- Archibald's Plans A0.1, A0.2, A0.3

10. Proposed ownership pattern, including preliminary subdivision plan if property is to be subdivided;

- The PUD will consist of three phases. In each phase, the property will be subdivided and townhomes will be built and sold to single families for residential use. The phases are laid out in detail on the attached maps.

- Archibald Plans: A0.4 (Phasing)

11. The proposed method of maintaining common facilities;

- Each land owner will be responsible for maintaining their own property. Common areas and common facilities will be maintained by an HOA. This PUD will either establish a HOA or they will join Horn Rapids Homeowner's Association that is already in existence.

12. Proposed source of water supply, electric supply, sewage disposal, and storm drainage systems;

- Water Supply: City of Richland
- Electric Supply: City of Richland
- Sewage Disposal: City of Richland
- Storm Drainage Systems: Designed by an engineer and implemented into development.

13. General timetable of development, including a phasing schedule if the project will be developed in phases; or

- Map 5 Phases of Development and Archibald Plans: A0.4 (Phasing)
 - Phase 1: 9 months
 - Phase 2: 6 months
 - Phase 3: 12 months
 - Phase 4: 6 months

14. For PUDs containing residential uses, graphic and, where necessary, written description of proposed nonresidential uses and facilities. In addition, a table shall be provided showing the total site acreage, total number of dwelling units proposed, and the dwelling unit density of adjacent subdivisions.

Total Site Acreage	7.28 acres (approx.)
Total Number of dwelling units proposed	54 units
Dwelling unit density of adjacent subdivisions	
Crosswater	R-3 Multiple family Residential
Horn Creek	PUD
Prestwick	PUD
Sawgrass	R-2 Medium Density Residential
Troon	R-2 Medium Density Residential
Hawkstone	R-2 Medium Density Residential

Legal Description of Property Parcel # 128082000001005

THAT PORTION OF THE FOLLOWING LEGAL DESCRIPTION LYING WITHIN SECTION 28: THAT PORTION OF THE WEST HALF OF SECTION 28 AND A PORTION OF THE EAST HALF OF THE EAST HALF SECTION 29, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 89°22'08" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 FOR A DISTANCE OF 210.81 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE 240; THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF SAID STATE ROUTE 240 SOUTH 52°35'15" EAST FOR A DISTANCE OF 92.39 FEET; THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 240, SOUTHEASTERLY, ALONG THE ARC OF 10085.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°03'39", (THE RADIUS OF WHICH BEARS NORTH 37°24'45" EAST, THE LONG CHORD OF WHICH BEARS SOUTH 53°07'05" EAST, FOR A CHORD DISTANCE OF 186.73 FEET) FOR AN ARC DISTANCE OF 186.73 FEET; THENCE LEAVING THE SOUTHERLY RIGHT OF WAY OF SAID STATE ROUTE 240, SOUTH 36°21'06" WEST, 255.00 FEET; THENCE SOUTH 29°38'50" EAST, 475.39 FEET; THENCE SOUTH 11°11'50" WEST 77.90 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF RIVER PARK DRIVE, SAID POINT BEING 42.00 FEET FROM THE CENTERLINE OF SAID RIVER PARK DRIVE WHEN MEASURED AT RIGHT ANGLES OR RADIUS; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID RIVER PARK DRIVE, SOUTH 11°11'50" WEST, 84.16 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF RIVER PARK DRIVE, SAID POINT BEING 42.00 FEET FROM THE CENTERLINE OF SAID RIVER PARK DRIVE WHEN MEASURED AT RIGHT ANGLES OR RADIAL, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID RIVER PARK DRIVE, SOUTH 82°18'42" EAST, 101.11 FEET; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RIVER PARK DRIVE, SOUTH 71°52'40" EAST, 553.94 FEET; THENCE SOUTH 26°15'46" EAST, 619.15 FEET; THENCE NORTH 86°21'24" EAST, 303.06 FEET TO A POINT OF THE WESTERLY RIGHT-OF-WAY OF HORN RAPIDS DRIVE, SAID POINT BEING 42.00 FEET WESTERLY OF THE CENTERLINE OF SAID HORN RAPIDS DRIVE WHEN MEASURED AT RIGHT ANGLES OR RADIAL; THENCE FOLLOWING THE WESTERLY RIGHT-OF-WAY OF SAID HORN RAPIDS DRIVE THE FOLLOWING COURSES: THENCE SOUTH 03°23'49" WEST, 201.19 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 86°22'11" (THE RADIUS OF WHICH BEARS NORTH 86°36'11" WEST, THE LONG CHORD OF WHICH BEARS SOUTH 46°34'55" WEST FOR A CHORD DISTANCE OF 34.22 FEET) OR AN ARC DISTANCE OF 37.69 FEET; THENCE SOUTH 89°46'00" WEST, 116.49 FEET; THENCE ALONG THE ARC OF A 75.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 180°00'07" (THE RADIUS OF WHICH BEARS SOUTH 00°14'00" EAST, THE LONG CHORD OF WHICH BEARS SOUTH 00°14'04" EAST FOR A CHORD DISTANCE OF 150.00 FEET) FOR AN ARC DISTANCE OF 235.62 FEET; THENCE NORTH 89°46'00" EAST, 104.46 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°11'32" (THE RADIUS OF WHICH BEARS SOUTH 00°14'00" EAST, THE LONG CHORD OF WHICH BEARS SOUTH 45°08'14" EAST FOR A CHORD DISTANCE OF 35.41 FEET) FOR AN ARC DISTANCE OF 39.35 FEET; THENCE ALONG THE ARC OF A 342.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15°04'55" (THE RADIUS OF WHICH BEARS NORTH 89°57'32" EAST, THE LONG CHORD OF WHICH BEARS SOUTH 07°34'55" EAST FOR A CHORD DISTANCE OF 89.76 FEET) FOR AN ARC DISTANCE OF 90.02 FEET; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF HORN RAPIDS DRIVE SOUTH 15°07'22" EAST, 424.60 FEET; THENCE, ALONG THE ARC OF A 388.00 FOOT RADIUS

TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 97°56'42" (THE RADIUS OF WHICH BEARS SOUTH 74°52'38" WEST, THE LONG CHORD OF WHICH BEARS SOUTH 33°50'59" WEST FOR A CHORD DISTANCE OF 585.41 FEET) FOR AN ARC DISTANCE OF 663.27 FEET; THENCE ALONG THE ARC OF A 722.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 58°56'50" (THE RADIUS OF WHICH BEARS SOUTH 07°10'40" EAST, THE LONG CHORD OF WHICH BEARS SOUTH 53°20'54" WEST FOR A CHORD DISTANCE OF 710.48 FEET) FOR AN ARC DISTANCE OF 742.81 FEET; THENCE SOUTH 83°56'26" WEST, 40.30 FEET; THENCE SOUTH 83°04'23" WEST, 110.04 FEET; THENCE SOUTH 77°26'48" WEST, 152.67 FEET; THENCE SOUTH 79°54'22" WEST, 126.03 FEET; THENCE SOUTH 84°26'20" WEST, 177.93 FEET; THENCE SOUTH 65°16'56" WEST, 35.54 FEET; THENCE NORTH 60°20'53" WEST, 384.38 FEET; THENCE NORTH 53°34'19" WEST, 685.29 FEET; THENCE NORTH 74°58'21" WEST, 531.27 FEET; THENCE NORTHERLY, ALONG THE ARC OF A 378.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°09'32" (THE LONG CHORD OF WHICH BEARS NORTH 08°32'50" EAST FOR A CHORD DISTANCE OF 53.78 FEET) FOR AN ARC DISTANCE OF 53.81 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF RIVER VALLEY DRIVE, SAID POINT BEING 42.00 FEET EASTERLY OF THE CENTERLINE OF SAID RIVER VALLEY DRIVE WHEN MEASURED AT RIGHT ANGLES OR RADially; THENCE NORTH 12°37'36" EAST, 136.47 FEET; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID RIVER VALLEY DRIVE, SOUTH 80°29'00" EAST, 779.61 FEET; THENCE SOUTH 53°23'05" EAST, 748.90 FEET; THENCE NORTH 52°06'57" EAST, 532.40 FEET; THENCE NORTH 10°05'41" EAST, 395.69 FEET; THENCE NORTH 73°32'05" WEST, 70.67 FEET; THENCE ALONG THE ARC OF A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH CENTRAL ANGLE OF 102°57'42" (THE RADIUS OF WHICH BEARS NORTH 73°32'05" WEST, THE LONG CHORD OF WHICH BEARS NORTH 35°00'57" WEST FOR A CHORD DISTANCE OF 78.24 FEET) FOR AN ARC DISTANCE OF 89.85 FEET; THENCE NORTH 03°30'12" EAST, 116.78 FEET; THENCE SOUTH 89°17'26" WEST, 444.69 FEET; THENCE NORTH 76°22'48" WEST, 1068.34 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF RIVER VALLEY DRIVE, SAID POINT BEING 42.00 FEET EASTERLY OF THE CENTERLINE OF SAID RIVER VALLEY DRIVE WHEN MEASURED AT RIGHT ANGLES OR RADIAL; THENCE FOLLOWING THE EASTERLY RIGHT-OF-WAY LINE OF SAID RIVER VALLEY DRIVE THE FOLLOWING COURSES: THENCE NORTHEASTERLY, ALONG THE ARC OF A 658.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°22'18" (THE RADIUS OF WHICH BEARS SOUTH 46°56'40" EAST, THE LONG CHORD OF WHICH BEARS NORTH 48°55'18" EAST FOR A CHORD DISTANCE OF 141.80 FEET) FOR AN ARC DISTANCE OF 142.08 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF A 608.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°13'09" (THE RADIUS OF WHICH BEARS SOUTH 34°53'33" EAST, THE LONG CHORD OF WHICH BEARS NORTH 60°13'02" EAST FOR A CHORD DISTANCE OF 108.30 FEET) FOR AN ARC DISTANCE OF 108.44 FEET; THENCE NORTH 65°19'36" EAST, 147.35 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF A 442.00 FEET RADIUS TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°20'28" (THE RADIUS OF WHICH BEARS NORTH 24°40'24" WEST, THE LONG CHORD OF WHICH BEARS NORTH 58°09'22" EAST FOR A CHORD DISTANCE OF 110.34 FEET) FOR AN ARC DISTANCE OF 110.63 FEET; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SAID RIVER VALLEY DRIVE, SOUTH 58°25'13" EAST, 169.74 FEET; THENCE SOUTH 65°21'38" EAST, 85.61 FEET; THENCE SOUTH 77°45'45" EAST, 559.82 FEET; THENCE SOUTH 65°34'15" EAST, 90.29 FEET; THENCE SOUTH 12°02'08" WEST, 17.65 FEET; THENCE SOUTH 81°12'58" EAST, 198.99 FEET; THENCE NORTH 28°52'00" EAST, 189.93 FEET; THENCE NORTH 36°11'52" WEST, 94.26 FEET; THENCE NORTH 38°03'16" WEST, 83.31 FEET; THENCE NORTH 76°34'18" WEST, 291.05 FEET; THENCE NORTH 62°44'22" WEST, 213.55 FEET; THENCE SOUTH 81°00'01" WEST, 77.68 FEET; THENCE NORTH 86°10'15" WEST, 202.11 FEET; THENCE NORTH 54°03'41" WEST, 74.38 FEET; THENCE NORTH 23°48'47" EAST, 20.51 FEET; THENCE NORTH 57°24'01" WEST, 84.76 FEET TO A POINT ON THE EASTERLY RIGHT-

OF-WAY LINE OF SAID RIVER VALLEY DRIVE; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID RIVER VALLEY DRIVE THE FOLLOWING COURSES: THENCE NORTHERLY, ALONG THE ARC OF A 442.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00°23'53" (THE RADIUS OF WHICH BEARS NORTH 78°24'22" WEST, THE LONG CHORD OF WHICH BEARS NORTH 11°23'42" EAST FOR A CHORD DISTANCE OF 3.07 FEET) FOR AN ARC DISTANCE OF 3.07 FEET; THENCE NORTHERLY, ALONG THE ARC OF A 550.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 34°02'03" (THE RADIUS OF WHICH BEARS NORTH 78°29'03" WEST, THE LONG CHORD OF WHICH BEARS NORTH 05°49'20" WEST FOR A CHORD DISTANCE OF 321.92 FEET) FOR AN ARC DISTANCE OF 326.71 FEET; THENCE NORTH 22°50'20" WEST, 29.53 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00" (THE RADIUS OF WHICH BEARS NORTH 67°09'40" EAST, THE LONG CHORD OF WHICH BEARS NORTH 22°09'40" EAST FOR A CHORD DISTANCE OF 35.36 FEET FOR AN ARC DISTANCE OF 39.27 FEET; THENCE NORTH 67°09'40" EAST, 206.25 FEET; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SAID RIVER VALLEY DRIVE, SOUTH 34°06'02" EAST, 319.76 FEET; THENCE SOUTH 63°26'06" EAST, 418.39 FEET; THENCE SOUTH 53°58'44" EAST, 152.01 FEET; THENCE SOUTH 62°38'53" EAST, 67.86 FEET; THENCE SOUTH 50°41'54" EAST, 152.24 FEET; THENCE SOUTH 27°08'42" EAST, 31.99 FEET; THENCE SOUTH 33°27'22" EAST, 37.53 FEET; THENCE SOUTH 66°06'46" EAST, 62.74 FEET; THENCE NORTH 80°21'23" EAST, 60.09 FEET; THENCE NORTH 53°05'20" EAST, 153.28 FEET; THENCE NORTH 06°31'51" EAST, 144.52 FEET; THENCE NORTH 48°19'25" WEST, 376.86 FEET; THENCE NORTH 61°23'27" WEST, 508.82 FEET; THENCE NORTH 72°12'48" WEST, 60.18 FEET; THENCE NORTH 34°37'42" WEST, 136.13 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVER PARK DRIVE, SAID POINT BEING 42.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID RIVER PARK DRIVE WHEN MEASURED AT RIGHT ANGLES OR RADIAL; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID RIVER PARK DRIVE, ALONG THE ARC OF THE 658.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25°29'17" (THE RADIUS OF WHICH BEARS SOUTH 17°47'59" EAST, THE LONG CHORD OF WHICH BEARS NORTH 84°56'40" EAST FOR A CHORD DISTANCE OF 290.30 FEET) FOR AN ARC DISTANCE OF 292.71 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING: 73.01 ACRES OF LAND, MORE OR LESS. TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF APPARENT OR OF RECORD. (PER RECORD SURVEY #3664, AF#2006-033490, 10/10/2006) EXCEPT ANY PORTION LYING WITHIN THE PLAT OF CROSSWATER, RECORDED IN VOLUME 15 OF PLATS AT PAGE 348, RECORDS OF BENTON COUNTY, WASHINGTON. AF#2007-038453, 11/27/2007. EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 00°30'06" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28 FOR A DISTANCE OF 780.77 FEET; THENCE LEAVING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, SOUTH 60°20'53" EAST, 241.41 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 60°06'17" EAST, 26.45 FEET; THENCE NORTH 65°41'19" EAST, 1357.19 FEET; THENCE NORTH 86°29'21" EAST, 211.44 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF A 388.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 33°45'47" (THE RADIUS OF WHICH BEARS NORTH 40°56'27" WEST, THE LONG CHORD OF WHICH BEARS SOUTH 65°56'26" WEST FOR A CHORD DISTANCE OF 225.35 FEET) FOR AN ARC DISTANCE OF 228.64 FEET; THENCE CONTINUING, SOUTHWESTERLY, ALONG THE ARC OF A 722.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 58°56'50", (THE RADIUS OF WHICH BEARS SOUTH 07°10'40" EAST, THE LONG CHORD OF WHICH BEARS SOUTH 53°20'54"

WEST FOR A CHORD DISTANCE OF 710.48 FEET) FOR AN ARC DISTANCE OF 742.81 FEET; THENCE SOUTH 83°56'26" WEST, 40.30 FEET; THENCE SOUTH 83°04'23" WEST, 110.04 FEET; THENCE SOUTH 77°26'48" WEST 152.67 FEET; THENCE SOUTH 79°54'22" WEST, 126.03 FEET; THENCE SOUTH 84°26'20" WEST, 177.93 FEET; THENCE SOUTH 65°16'56" WEST, 35.54 FEET; THENCE NORTH 60°20'53" WEST, 72.78 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 159883 SQUARE FEET OR 3.67 ACRES OF LAND, MORE OR LESS. TOGETHER WITH AND SUBJECT TO A WATERLINE EASEMENT, ALSO TOGETHER WITH AND SUBJECT TO A 30-FOOT WIDE SLOPE EASEMENT. SWD, AF #2005-026862 (8/9/2005). LESS THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED LEGAL: That portion of the Northeast quarter of the Southwest quarter of Section 28, Township 10 North, Range 28 East, Willamette Meridian, Benton County, Washington described as follows: Beginning at the Northeast corner of the Southwest quarter of said Section 28; Thence South 89°19'49" West along the North line of the Southwest quarter of said Section 28 for a distance of 1142.49 feet; Thence leaving the North line of the Southwest quarter of said Section 28, South 00°40'11" East, 417.72 feet to the TRUE POINT OF BEGINNING, said point being on the Southerly boundary of "Tract 3, Columbia Golf Associates parcel" as shown in Book 1 of Surveys, page 3561 and as described under Benton County Auditors File No. 2005-043675, Records of Benton County, Washington; Thence following the Southerly boundary of said "Tract 3, Northeasterly along the arc of a 388.00-foot radius non-tangent curve to the left (the radius of which bears North 13°05'15" West) through a central angle of 58°54'57" for an arc distance of 398.97 feet; Thence leaving the Southerly boundary of said "Tract 3", Southwesterly along the arc of a 350.00-foot radius non-tangent curve to the left (the radius of which bears North 72°00'13" West) through a central angle of 28°30'43" for an arc distance of 174.17 feet; Thence South 38°20'09" West, 132.12 feet; Thence South 51°24'52" West, 79.68 feet to the TRUE POINT OF BEGINNING. TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record. QCD, AF #2007-037392 (11/15/2007).

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: [\[help\]](#)

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: [\[help\]](#)

The Links Residence at Horn Rapids

2. Name of applicant: [\[help\]](#)

Brad & Thera Rew

3. Address and phone number of applicant and contact person: [\[help\]](#)

1413 Sunset St. Richland WA 509-528-6092

4. Date checklist prepared: [\[help\]](#)

01/02/2021

5. Agency requesting checklist: [\[help\]](#)

City of Richland

6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#)

Phase 1: 6 Months

Phase 2: 6 Months

Phase 3: 9 months

Phase 4: 6 months

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#)

1. Build 54 Townhomes on the 18th hole of Horn Rapids Golf Course
2. New Clubhouse & Event Center (Phase 3 of Townhome plans)
3. New Cart Barn (Phase 3 of Townhome plans)
4. Parking Lot updated, expanded and moved (Phase 3 of Townhome plans)

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [\[help\]](#)

We did a full environmental Evaluation on this property. It is attached in Dropbox file link (provided in Email) labeled "Environmental Evaluation".

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. [\[help\]](#)

No

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

[\[help\]](#)

-PUD/Zoning approval

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

Project site: 7.27 acres

Developing a 54-unit townhome community on vacant land along hole 18 of Horn Rapids Golf Course.

Horn Rapids Golf course will have a New Club House and Event center in their current location.

Parking lot for Horn Rapids Golf Course will be moved to the north

Cart Barn for Horn Rapids Golf Course will be moved under Pro Shop/ Event Center.

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. [\[help\]](#)

Address: 2800 Clubhouse Lane. Richland WA 99354. The location is vacant land along the 18th hole of Horn Rapids Golf Course, south of the Pro-shop.

Dropbox files:

1. Map 3 Surrounding Areas (shows exact location of the site)
2. Map 1&2 (topo's from the surveyor)
3. Archibald PUD site plans V0.1 (a combined Topo Map)

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)

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

a. General description of the site: [\[help\]](#)

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

b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#)

Approximate 18%

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. [\[help\]](#)

Land is sandy in this region

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#)

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. [\[help\]](#)

Purpose: Development of a 54 Townhome Community at Horn Rapids.

Type: Excavation including grading, leveling and filling as needed/required by the building Dept. We plan to move the dirt we have to level the land as best we can. Extra fill dirt might be required by building dept.

Total Area: 7.27 acres

Total Affected area: 7.27

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#)

I do not believe construction and grading of the property will cause erosion. During construction we will utilize these Corrosion prevention measures: Silt fencing, watering/sprinklers, BMP's (if necessary), and a construction entrance.

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

Approximately 66% impervious surface.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)
During construction we will utilize these Corrosion prevention measures: Silt fencing, watering/sprinklers, BMP's (if necessary), and a construction entrance.

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. [\[help\]](#)

Car emissions from trucks and cars, Asphalt emissions, Paint emissions, dust blowing, and any other common construction emissions.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)

No

- c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)
We will use water to keep down the sand in the air and dust blowing. Not leave cars and trucking idling.

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

- a. Surface Water:

- 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. [\[help\]](#)

The site includes man made ponds only. There is no natural streams, ponds, or wetlands on the property or the vicinity. As noted in the environmental report "There are no flood zones or wetlands associated with the site".

Pond 1: There are 1 pond located on our proposed building site. This is a man-made pond and have to be filled by a hose every year. Most of the year it has very little water. It has not been up kept and we plan to remove it. This pond is located South of the Pro Shop.

Pond 2: There is 1 other man-made pond in the vicinity. It is a large pond on the northwest side of the pro shop. This pond will remain and will not be affected by our construction.

- 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. [\[help\]](#)

As stated in 3.a.1 Pond 1 will be removed as it has very little water and most of the plastic lining is showing due to lack of upkeep. It is not very deep and will be excavated with the rest of the property. We

plan to use the existing dirt and move dirt around the site to level it out. If fill is needed, it will be brought in. See attached document in Dropbox "Pond 1".

Pond 2 will not be affected, and work will be completed more than 200ft away from this pond.

- 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. [\[help\]](#)

When we excavate, we plan to level out the area using existing dirt and moving it around. If fill is needed, we will source fill dirt as required by COR and Geotech engineer. The amount of fill will be determined by the excavator during the grading and leveling process. The pond is very shallow approximately 3feet so it will not be much if some is needed.

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

No there will not be any withdraws or diversions.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)

No, the property is above the 100 Year floodplain

- 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. [\[help\]](#)

No waste material will be discharged into water.

b. Ground Water:

- 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. [\[help\]](#)

All new units will be hooked up to City of Richland water. No wells will be used.

- 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. [\[help\]](#)

All new 54 townhome units will be hooked up to city sewer. No septic systems will be used.

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. [\[help\]](#)

Stormwater will be collected and disposed of through catch basins, drainage swales and infiltration galleries. Stormwater disposal system will be designed by a Washington State licensed civil engineer and submitted for review and approval with City of Richland.

- 2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#)

Not that I am aware of. We will build sewer system per COR requirements.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. [\[help\]](#)

No

- d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: [\[help\]](#)

Stormwater will be captured and infiltrated based on COR requirements

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

- a. Check the types of vegetation found on the site: [\[help\]](#)

___deciduous tree: alder, maple, aspen, other

___evergreen tree: fir, cedar, pine, other

__x__shrubs

__x__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? [\[help\]](#)

Proposal includes grading and removal of shrubs and grass to create multi-family housing.

Most of current vegetation will not remain.

- c. List threatened and endangered species known to be on or near the site. [\[help\]](#)

I do not know of any endangered species on or near the site.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)

New indigenous grasses, trees and shrubs shall be provided.

See landscaping plan in DB file.

- e. List all noxious weeds and invasive species known to be on or near the site. [\[help\]](#)

unknown

I do not know of any on or near the site.

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. [\[help\]](#)

Birds, Rabbits, Deer, Coyotes

- b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)

none known

c. Is the site part of a migration route? If so, explain. [\[help\]](#)

The site, as all of Tri-Cities, is part of the Pacific Flyway.

d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

All around the Horn Rapids Development is land where the wildlife may habitat. We plan to leave the surrounding areas untouched.

e. List any invasive animal species known to be on or near the site. [\[help\]](#)

none known

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. [\[help\]](#)

Electric and Natural Gas will be used to heat and cool multi-family dwellings.

b. Would your project affect the potential use of solar energy by adjacent properties?

If so, generally describe. [\[help\]](#)

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: [\[help\]](#)

We abide by the Washington State Energy Codes. All dwellings will meet these criteria of energy and environmental conservation.

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. [\[help\]](#)

No

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

[\[help\]](#)

None Known

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. [\[help\]](#)

There is natural gas line in the Horn Rapids community. Not sure if they are on this property but we will have gas to the townhomes

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. [\[help\]](#)

Natural Gas

4) Describe special emergency services that might be required. [\[help\]](#)

Standard local emergency services. EMS, Police and Fire, those identical to the needs

of the current Horn Rapids Development

- 5) Proposed measures to reduce or control environmental health hazards, if any: [\[help\]](#)
Call before we dig, have an environmental survey done, and have the land surveyed.

b. Noise [\[help\]](#)

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

Highway 240 traffic, Road traffic, Park across the street, golfing.

- 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. [\[help\]](#)

Construction would be the largest and short-term noise impact. Long term is cars and people as more dwellings are developed there will be more people and traffic.

- 3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#)

Set construction hours to normal day work hours to keep the times when most people are home free from construction noise.

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. [\[help\]](#)

Current use of the site is vacant land. There is a Cart shed onsite that is used for cart storage. Adjacent property uses include a golf course, banquet facility, parking lot, single family homes, townhomes, and a park. The proposal will clean up the unused eyesore and build multifamily units for more to enjoy the golf course and Horn Rapids amenities. This will not affect other uses adjacent properties use.

- 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? [\[help\]](#)

No

- 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: [\[help\]](#)

No

- c. Describe any structures on the site. [\[help\]](#)

Horn Rapids Pro Shop and Deli

Horn Rapids Banquet Facility

Horn Rapids Golf Cart Barn

Horn Rapids Private Cart Barn

Horn Rapids Bathrooms

d. Will any structures be demolished? If so, what? [\[help\]](#)

Yes

Horn Rapids Golf Cart Barn

Horn Rapids Private Cart Barn

Horn Rapids Bathrooms

Eventually the pro shop and Banquet facility will be replaced.

e. What is the current zoning classification of the site? [\[help\]](#)

Agriculture and PUD (Planned Unit Development)

f. What is the current comprehensive plan designation of the site? [\[help\]](#)

Developed Open Space and Medium Density Residential

g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)

Not Applicable

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

[\[help\]](#)

No

i. Approximately how many people would reside or work in the completed project? [\[help\]](#)

Approximately 100-150

j. Approximately how many people would the completed project displace? [\[help\]](#)

None

k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)

N/A

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)

Our proposal is compatible with the current Horn Rapids Development. We will offer town homes which they have in other developments in Horn Rapids. The only difference is our townhome will not have an age limit to live here. This will be open to all age groups to purchase.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: [\[help\]](#)

There is no agricultural or forest lands of long-term commercial significance in this area.

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

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)

Approximately 54 units of middle-income housing would be provided.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)

0

- c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)

We plan to build in phases to reduce the sudden influx of so many new tenants.

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? [\[help\]](#)

The maximum building height will be 30'. Exterior will be stucco, stone, and siding.

- b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)

Direct views of the Golf Course. Most homes in the vicinity will still have a view but it will be smaller views vs a pano view.

- b. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)

Build to fit in with the surrounding building/homes.

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

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#)

Normal housing lighting. Night time.

- b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#)

No

- c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)

Water from the ponds could glare the sunlight.

- d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)

Use lighting that is not too bright and flows with what is already in Horn Rapids.

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

- a. What designated and informal recreational opportunities are in the immediate vicinity? [\[help\]](#)

Golfing, Swimming pool, Park, tennis courts, walking paths.

- b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#)

No

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)

We will not block or hinder access to walking paths or cart paths.

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. [\[help\]](#)

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. [\[help\]](#)

No: I reached out to DAHP with this response “there are no buildings/structures/sites/cemeteries located within or immediately adjacent to the proposed project area”.

- 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. [\[help\]](#)

I reached out to DAHP to find out if there was anything on our site. They suggested an Inadvertent Discovery Plan (Attached in DB file) incase we find something during construction.

- 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. [\[help\]](#)

We will notify Project Managers, Contractors, and Subcontractors, of our Inadvertent Discovery Plan so they know what to look for and how to proceed.

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. [\[help\]](#)

Highway 240. Clubhouse Lane, River Valley Dr.

- 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? [\[help\]](#)

No. Benton Franklin Transit does not provide service to Horn Rapids Community. The nearest route is Route 123, and the closest stop is 2.8 miles from the site.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)

Parking lot will be approved by City of Richland. Golf Course will have roughly 100 parking stalls unless city requires differently.

Each unit will include a driveway that has room for 2 parking spots and a 2-car garage. We have planned for an additional 29 guest parking spots.

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

Yes, new private roads will be created as part of the townhome development. Sidewalks will be added to the development as well.

Future plans would require us to work with COR transportation and adjust the public street (U turn into the golf course) to add a new parking lot for Horn Rapids Golf Course.

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

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? [\[help\]](#)

Residential vehicular trips would be daily, main busy hours would be before and after work. I would estimate 100-150 one-way trips per day.

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. [\[help\]](#)

no

h. Proposed measures to reduce or control transportation impacts, if any: [\[help\]](#)

We plan to work with COR for best solutions in entrance and exits that will impact transportation the least.

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. [\[help\]](#)

No.

b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#)

N/A

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

a. Circle utilities currently available at the site: [\[help\]](#)

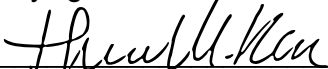
Electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____ Well for water

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. [\[help\]](#)

City of Richland: Electrical, Sewer, Garbage Services, Water

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 Thera M. Rew

Position and Agency/Organization Owner

Date Submitted: 01/06/2021

Phase I Environmental Site Assessment Report

**Horn Rapids Golf Course
2800 Clubhouse Lane
Richland, WA 99354**

Prepared for

Gale Rew Construction
1616 Terminal Drive
Richland, WA 99352

Prepared by

BMEC
PO Box 545
Waitsburg, WA 99361
Phone: 509-520-4416

Job Number: P2019/0106
03/27/2019

TABLE OF CONTENTS

1.0 General Information.....	1
2.0 Executive Summary.....	2
2.1 Subject Property Description.....	2
2.2 Data Gaps.....	2
2.3 Environmental Report Summary.....	2
2.4 Recommendations.....	2
3.0 Introduction.....	3
3.1 Purpose.....	3
3.2 Scope of Work.....	3
3.3 Significant Assumptions.....	3
3.4 Limitations and Exceptions.....	3
3.5 Deviations.....	4
3.6 Special Terms and Conditions.....	4
3.7 Reliance.....	4
4.0 Site Description.....	5
4.1 Location and Legal Description.....	5
4.2 Activity/Use Limitations.....	5
4.3 Site and Vicinity Description.....	5
4.4 Current Use of Property.....	5
4.5 Description of Structures and Other Improvements.....	5
4.6 Adjoining Property Information.....	6
5.0 User Provided Information.....	7
5.1 Specialized Knowledge.....	7
5.2 Valuation Reduction for Environmental Issues.....	7
5.3 Owner, Property Manager, and Occupant Information.....	7
5.4 Reason For Performing Phase I.....	7
6.0 Records Review.....	8
6.1 Standard Environmental Records Sources.....	8
6.2 Additional Environmental Record Sources.....	10
6.3 Physical Setting Sources.....	10
6.3.1 Topography.....	10
6.3.2 Surface Water Bodies.....	10
6.3.3 Geology and Hydrology.....	11
6.4 Historical Use.....	11
6.4.1 Historical Summary.....	11
6.4.2 Title Records.....	11
6.4.3 City Directories.....	11
6.4.4 Aerial Photos.....	11
6.4.5 Sanborn/Historical Maps.....	11
6.4.6 Other Environmental Reports.....	11
6.4.7 Building Department Records.....	11
6.4.8 Other Land Use Records.....	11
6.5 Environmental Liens and Activity/Use Limitations.....	11
7.0 Site Reconnaissance.....	12
7.1 Methodology and Limiting Conditions.....	12
7.2 General Site Setting.....	12
7.3 Site Visit Findings.....	12
7.3.1 Hazardous Substances.....	12

TABLE OF CONTENTS

7.3.2 Petroleum Products.....	12
7.3.3 USTs.....	12
7.3.4 ASTs.....	12
7.3.5 Other Suspect Containers.....	12
7.3.6 Equipment Likely to Contain PCBs.....	12
7.3.7 Interior Staining/Corrosion.....	12
7.3.8 Discharge Features.....	13
7.3.9 Pits, Ponds, And Lagoons.....	13
7.3.10 Solid Waste Dumping/Landfills.....	13
7.3.11 Stained Soil/Stressed Vegetation.....	13
7.3.12 Wells.....	13
8.0 Interviews.....	14
9.0 Other Environmental Considerations.....	15
9.1 Asbestos-Containing Materials.....	15
9.2 Lead-Based Paint.....	15
9.3 Radon.....	15
9.4 Wetlands.....	15
9.5 Microbial Contamination (Mold).....	16
9.6 Vapor Encroachment.....	16
9.7 Client-Specific Items.....	16
Appendices	
Appendix A: Figures.....	17
Appendix B: Photographs.....	21
Appendix C: Historical Research.....	32
Appendix D: Regulatory Records.....	49
Appendix E: Qualifications.....	161
Appendix F: Additional Documentation.....	164

1.0 GENERAL INFORMATION

Project Information:

Horn Rapids Golf Course

Project Number:

P2019/0106

Consultant Information:

BMEC

PO Box 545

Waitsburg, WA 99361

Phone: 509-520-4416

Fax:

E-mail Address: ymeyer@bmecww.com

Inspection Date: 03/22/2019

Report Date: 03/27/2019

Site Information:

Horn Rapids Golf Course

2800 Clubhouse Lane

Richland, WA 99354

County: Benton

Latitude, Longitude: 46.322227, -119.320834

Site Access Contact: Dale Rew

Client Information:

Gale Rew Construction

Thera Rew

1616 Terminal Drive

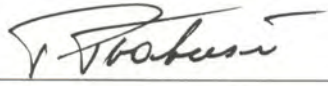
Richland, WA 99352

Site Assessor:



Yancy Meyer
Environmental Professional

Senior Reviewer:



Peter H. Trabusiner
Engineer

EP Certification:

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 312.10 of this part.



Yancy Meyer - Environmental Professional

AAI Certification:

I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



Yancy Meyer - Environmental Professional

2.0 EXECUTIVE SUMMARY

2.1 Subject Property Description

The subject property is located at 2800 Clubhouse Lane, in Richland, Washington, on the both sides of Clubhouse Lane, west of the intersection of Clubhouse Lane and River Valley Drive. A survey map and legal description of the property is included in Appendix F of this report. The subject property is currently occupied by a golf course, clubhouse, and outbuildings. The site is surrounded by residences.

2.2 Data Gaps

Data gaps include no prior owner interviews. These gaps are significant; however, given the known history of the site, it is reasonable and prudent to believe that this information would not alter the opinion in Section 2.4.

2.3 Environmental Report Summary

BMEC, Inc. has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527-13 of the property located at 2800 Clubhouse Lane, in Richland, Washington. Any exceptions to, or deletions from, this practice are described in Section 3.4 of this report. This assessment has revealed no evidence of Recognized Environmental Conditions in connection with the property with the exception of the following:

Given the 1996 construction of the structures at the site, there are no concerns with asbestos or lead-based paint according to 29 CFR 1926.1101 or 29 CFR 1926.62.

Report Section		No Further Action	REC	HREC	CREC	Issue/Further Investigation	Comments
4.4	Current Use of Property	X					
4.6	Adjoining Property Information	X					
6.1	Standard Environmental Records Sources	X					
6.4.1	Historical Summary	X					
6.4.6	Other Environmental Reports	X					
7.3.1	Hazardous Substances	X					
7.3.3	USTs	X					
7.3.4	ASTs	X					
7.3.5	Other Suspect Containers	X					
7.3.6	Equipment Likely to Contain PCBs	X					
7.3.11	Stained Soil/Stressed Vegetation	X					
9.1	Asbestos-Containing Materials				X		
9.2	Lead-Based Paint				X		
9.3	Radon	X					

2.4 Recommendations

During the course of the on-site visual inspection, a review of the available information at the Benton County Courthouse, the Richland City Library, and a review of the Environmental Database for the site, no potential environmental risks, recognized environmental conditions or hazards were discovered.

It is the opinion of BMEC, Inc. that it is reasonable and prudent to believe that the risk of contamination at the site is so minimal that no further investigation is warranted.

3.0 INTRODUCTION

3.1 Purpose

The purpose of the Phase I Environmental Site Assessment (ESA) was to evaluate the current and historical conditions of the Subject Property in an effort to identify recognized environmental conditions in connection with the Subject Property.

A recognized environmental condition is defined by ASTM E1527-13 as:

Recognized Environmental Condition - the presence or likely presence of any hazardous substances or petroleum products in, on or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions.

De minimis conditions are those that generally do not present a material risk to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate government agencies.

The identification of recognized environmental conditions in connection with the subject property may impose an environmental liability on owners or operators of the site, reduce the value of the site, or restrict the use or marketability of the site, and therefore, further investigation may be warranted to evaluate the scope and extent of potential environmental liabilities.

Unless specifically noted within the text of this Report, this Phase I Environmental Site Assessment (ESA) does not include or address groundwater, soil, or extraneous materials contamination upon or under the surface soils, with respect to testing, coring, or sampling analysis.

3.2 Scope of Work

The Phase I ESA conducted at the Subject Property was in general accordance with ASTM Standard E 1527-13 and included the following:

- Review of previous environmental site assessments;
- Records review;
- Interviews with regulatory officials and personnel associated with the subject and adjoining properties;
- A site visit; and
- Evaluation of information and preparation of the report provided herein.

Typically, a Phase I ESA does not include sampling or testing of air, soil, groundwater, surface water, or building materials. These activities would be carried out in a Phase II ESA, if required. For this Phase I ESA, no additions to the ASTM E 1527-13 standard were made.

3.3 Significant Assumptions

It is assumed that this investigation is being conducted to identify recognized environmental conditions concerning the subject property, and to permit the user to satisfy one of the requirements to qualify for the innocent landowner defense to CERCLA liability. This investigation may mention but does not fully address non-scope considerations such as, but not limited to, asbestos containing materials (ACM), radon, lead-based paint (LBP), lead in drinking water, mold, wetlands, regulatory compliance, cultural and historical resources, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality, and/or high voltage power lines, although, one or more may be mentioned in the report as a business environmental risk concern.

It is also assumed that the information provided by the client is accurate and that the client is not withholding any information that would alter the conclusions of this report.

3.4 Limitations and Exceptions

Along with all of the limitations set forth in various sections of the ASTM E 1527-13 protocol, the accuracy and completeness of this report may be limited by the following:

Access Limitations - None

3.4 Limitations and Exceptions (continued)

Physical Obstructions to Observations - None
Outstanding Information Requests - None
Historical Data Source Failure - No prior owner interviews
Other - None

It should be noted that this assessment did not include a review or audit of operational environmental compliance issues, or of any environmental management systems (EMS) that may exist on the property. Where required, the documents listed in Appendices A and E were used as reference material for the completion of the Phase I ESA. Some of the information presented in this report was provided through existing documents and interviews. Although attempts were made, whenever possible, to obtain a minimum of two confirmatory sources of information, BMEC, Inc. in certain instances has been required to assume that the information provided is accurate.

The information and conclusions contained in this report are based upon work undertaken by trained professional and technical staff in accordance with generally accepted engineering and scientific practices current at the time the work was performed. The conclusions and recommendations presented represent the best judgment of BMEC, Inc. based on the data obtained from the work. Due to the nature of investigation and the limited data available, BMEC, Inc. cannot warrant against undiscovered environmental liabilities. Conclusions and recommendations presented in this report should not be construed as legal advice.

Should additional information become available which differs significantly from our understanding of conditions presented in this report, we request that this information be brought to our attention so that we may reassess the conclusions provided herein.

3.5 Deviations

No deviations from the recommended scope of ASTM Standard E 1527-13 were performed as part of this Phase I ESA with the exception of any additions noted in Detailed Scope of Services.

3.6 Special Terms and Conditions

Authorization to perform this assessment was given by the client on January 23, 2019. Instructions as to the location of the property, access, and an explanation of the property and facilities to be assessed were provided by Brad Rew.

3.7 Reliance

This report has been prepared for the sole benefit of the client. The report may not be relied upon by any other person or entity without the express written consent of BMEC, Inc. and the client. We acknowledge a third party's reliance on this report as part of the process of evaluating the risks associated with this transaction.

4.0 SITE DESCRIPTION

4.1 Location and Legal Description

The subject property is located at 2800 Clubhouse Lane, in Richland, Washington, on the both sides of Clubhouse Lane, west of the intersection of Clubhouse Lane and River Valley Drive. Information obtained from the Benton County Assessor's Department indicated that the tax assessment parcel number for the subject property is 1-2808-200-000-1005, in Section 28, Township 10 N., Range 28 E.W.M. A survey map and legal description of the property is included in Appendix F of this report.

4.2 Activity/Use Limitations

No specific Activity/Use limitations were specified for the subject property.

4.3 Site and Vicinity Description

The subject property consists of approximately 6.18 acres and is developed with an approximately 2,500 square-foot clubhouse building, a 3,000 square foot clubhouse building, 2 golf cart sheds totaling approximately 6,500 square feet, and an approximately 500 square-foot outbuilding. The ground surface at the site slopes gradually to the south. The property is primarily covered with landscaped golf course. The subject property can be accessed from the east via an entrance from Clubhouse Lane.

The site is zoned commercial. The area surrounding the site is primarily residential.

4.4 Current Use of Property

The subject property is currently occupied by Horn Rapids Golf Course.

No unusual or suspicious storage, handling, or disposal was observed.

4.5 Description of Structures and Other Improvements

Structures at the site include:

Property Summary

Size of Property (approximate):	6.18 acres
General Topography of Property:	Sloped to the south
Adjoining and/or Access/Egress Roads:	Clubhouse Lane
Paved or Concrete Areas (including parking):	2%
Unimproved Areas:	10%
Landscaped Areas:	80%
Surface Water:	None
Potable Water Source:	City of Richland
Sanitary Sewer Utility:	City of Richland
Storm Sewer Utility:	None
Electrical Utility:	
Natural Gas Utility:	

Building Summary

Building Name:	Clubhouse 1
Number of Floors:	1
Total Square Feet of Space (approximate):	2500
Construction Completion Date (year):	1996
Construction Type:	Wood framed building on concrete foundation
Interior Finishes Description:	Drywall walls and ceilings, carpet, vinyl, and ceramic floors
Exterior Finishes Description:	
Cooling System Type:	Electric
Heating System Type:	Electric
Emergency Power:	

4.5 Description of Structures and Other Improvements (continued)

Building Name:	Clubhouse 2
Number of Floors:	1
Total Square Feet of Space (approximate):	3000
Construction Completion Date (year):	1996
Construction Type:	Wood framed building on concrete foundation
Interior Finishes Description:	Drywall walls and ceilings, carpet, vinyl, and ceramic floors
Exterior Finishes Description:	
Cooling System Type:	Electric
Heating System Type:	Electric
Emergency Power:	

Building Name:	2 golf cart sheds
Number of Floors:	1
Total Square Feet of Space (approximate):	6500
Construction Completion Date (year):	NA
Construction Type:	Wood framed metal buildings
Interior Finishes Description:	Unfinished
Exterior Finishes Description:	Metal walls and roof
Cooling System Type:	Electric
Heating System Type:	Electric
Emergency Power:	

Building Name:	Outbuilding
Number of Floors:	1
Total Square Feet of Space (approximate):	400
Construction Completion Date (year):	NA
Construction Type:	Wood framed structure on concrete foundation
Interior Finishes Description:	Drywall walls and ceilings, vinyl and carpet floors
Exterior Finishes Description:	Wood walls, composite shingle roof
Cooling System Type:	Electric
Heating System Type:	Electric
Emergency Power:	

4.6 Adjoining Property Information

For the Scope of this Assessment, properties are defined and categorized based upon their physical proximity to the subject property. An adjacent property is any real property located within 0.25 miles of the subject property's border. An adjoining property is any real property whose border is contiguous or partially contiguous with the subject property, or that would be if the properties were not separated by a roadway, street, public thoroughfare, river, or stream. All adjoining properties were inspected to the greatest extent possible given access restrictions.

Direction From Site	Occupant	Use	Comments
North		Residential	
South		Residential	
East		Residential	
West	Golf course	Commercial	

5.0 USER PROVIDED INFORMATION

5.1 Specialized Knowledge

No specialized knowledge in connection with the subject property or facility operations was identified by the user/client.

5.2 Valuation Reduction for Environmental Issues

No environmental issues were identified by the user/client that could result in property value reduction.

5.3 Owner, Property Manager, and Occupant Information

Dale Rew is identified as the Key Site Manager, and was contacted concerning the subject property. Information regarding the site was provided by Mr. Rew. Copies of the provided documents are included in Appendix F of this report.

5.4 Reason For Performing Phase I

The Phase I ESA is being conducted as part of environmental due diligence prior to property transfer or refinancing.

6.0

RECORDS REVIEW

6.1

Standard Environmental Records Sources

BMEC, Inc. contracted Environmental Data Resources, Inc. (EDR) to conduct a search of Federal and State databases containing known and suspected sites of environmental contamination. The number of listed sites identified within the approximate minimum search distance (AMSD) from the Federal and State environmental records database listings specified in ASTM Standard E 1527-13 are summarized in the following table. Detailed information for sites identified within the AMSDs is provided below, along with an opinion about the significance of the listing to the analysis of recognized environmental conditions in connection with the subject property. Copies of the EDR research data and a description of the databases are included in Appendix D of this report.

The subject site and surrounding properties are not listed on environmental databases.

Map Findings Summary

Database	Target Property	Search Distance (Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
NPL		1	0	0	0	0	NR	0
Proposed NPL		1	0	0	0	0	NR	0
NPL LIENS		0.001	NR	NR	NR	NR	NR	0
Delisted NPL		1	0	0	0	0	NR	0
CORRACTS		1	0	0	0	0	NR	0
RCRA-TSDF		0.5	0	0	0	NR	NR	0
RCRA-LQG		0.25	0	0	NR	NR	NR	0
RCRA-SQG		0.25	0	0	NR	NR	NR	0
RCRA-CESQG		0.25	0	0	NR	NR	NR	0
US ENG CONTROLS		0.5	0	0	0	NR	NR	0
US INST CONTROL		0.5	0	0	0	NR	NR	0
ERNS		0.001	NR	NR	NR	NR	NR	0
HMIRS		0.001	NR	NR	NR	NR	NR	0
DOD		1	0	0	0	0	NR	0
FUDS		1	0	0	0	0	NR	0
US BROWNFIELDS		0.5	0	0	0	NR	NR	0
CONSENT		1	0	0	0	0	NR	0
UMTRA		0.5	0	0	0	NR	NR	0
ODI		0.5	0	0	0	NR	NR	0
TRIS		0.001	NR	NR	NR	NR	NR	0
TSCA		0.001	NR	NR	NR	NR	NR	0
FTTS		0.001	NR	NR	NR	NR	NR	0
SSTS		0.001	NR	NR	NR	NR	NR	0
LUCIS		0.5	0	0	0	NR	NR	0
DOT OPS		0.001	NR	NR	NR	NR	NR	0
ICIS		0.001	NR	NR	NR	NR	NR	0
HIST FTTS		0.001	NR	NR	NR	NR	NR	0
RADINFO		0.001	NR	NR	NR	NR	NR	0
LIENS 2		0.001	NR	NR	NR	NR	NR	0
PADS		0.001	NR	NR	NR	NR	NR	0
MLTS		0.001	NR	NR	NR	NR	NR	0
FINDS		0.001	NR	NR	NR	NR	NR	0
RAATS		0.001	NR	NR	NR	NR	NR	0
FUSRAP		1	0	0	0	0	NR	0
UXO		1	0	0	0	0	NR	0
US CDL		0.001	NR	NR	NR	NR	NR	0
US FIN ASSUR		0.001	NR	NR	NR	NR	NR	0
SCRD DRYCLEANERS		0.5	0	0	0	NR	NR	0
SEMS		0.5	0	0	0	NR	NR	0
EDR Hist Auto		0.125	0	NR	NR	NR	NR	0
US MINES		0.25	0	0	NR	NR	NR	0
COAL ASH EPA		0.5	0	0	0	NR	NR	0
COAL ASH DOE		0.001	NR	NR	NR	NR	NR	0
SEMS-ARCHIVE		0.5	0	0	0	NR	NR	0
EDR Hist Cleaner		0.125	0	NR	NR	NR	NR	0

6.1 Standard Environmental Records Sources (continued)

HIST FTTS INSP		0.001	NR	NR	NR	NR	NR	0
DEBRIS REGION 9		0.5	0	0	0	NR	NR	0
ABANDONED MINES		0.001	NR	NR	NR	NR	NR	0
USGS WATER WELLS		1	0	0	0	0	NR	0
US AIRS (AFS)		0.001	NR	NR	NR	NR	NR	0
EPA WATCH LIST		0.001	NR	NR	NR	NR	NR	0
2020 COR ACTION		0.25	0	0	NR	NR	NR	0
FEDERAL FACILITY		0.5	0	0	0	NR	NR	0
ECHO		0.001	NR	NR	NR	NR	NR	0
PRP		0.001	NR	NR	NR	NR	NR	0
ROD		1	0	0	0	0	NR	0
PCB TRANSFORMER		0.001	NR	NR	NR	NR	NR	0
RMP		0.001	NR	NR	NR	NR	NR	0
US MINES 2		0.25	0	0	NR	NR	NR	0
RCRA NonGen / NLR		0.25	0	0	NR	NR	NR	0
EDR Hist Cleaner		0.125	0	NR	NR	NR	NR	0
EDR Hist Auto		0.125	0	NR	NR	NR	NR	0
US AIRS MINOR		0.001	NR	NR	NR	NR	NR	0
LEAD SMELTER 2		0.001	NR	NR	NR	NR	NR	0
US MINES 3		0.25	0	0	NR	NR	NR	0
PWS		0.001	NR	NR	NR	NR	NR	0
US HIST CDL		0.001	NR	NR	NR	NR	NR	0
FTTS INSP		0.001	NR	NR	NR	NR	NR	0
DOCKET HWC		0.001	NR	NR	NR	NR	NR	0
FUELS PROGRAM		0.25	0	0	NR	NR	NR	0
FEMA UST		0.25	0	0	NR	NR	NR	0
LEAD SMELTER 1		0.001	NR	NR	NR	NR	NR	0
SWF/LF		0.5	0	0	0	NR	NR	0
ALLSITES		0.5	0	3	2	NR	NR	5
CSCSL		1	0	0	0	0	NR	0
HSL		1	0	0	0	0	NR	0
CSCSL NFA		0.5	0	0	0	NR	NR	0
UIC		0.001	NR	NR	NR	NR	NR	0
SWTIRE		0.5	0	0	0	NR	NR	0
LUST		0.5	0	0	0	NR	NR	0
UST		0.25	0	0	NR	NR	NR	0
AST		0.25	0	0	NR	NR	NR	0
WA MANIFEST		0.25	0	0	NR	NR	NR	0
SPILLS		0.001	NR	NR	NR	NR	NR	0
INST CONTROL		0.5	0	0	0	NR	NR	0
ICR		0.5	0	0	0	NR	NR	0
VCP		0.5	0	0	0	NR	NR	0
DRYCLEANERS		0.25	0	0	NR	NR	NR	0
BROWNFIELDS		0.5	0	0	0	NR	NR	0
CDL		0.001	NR	NR	NR	NR	NR	0
SEATTLE Co. LF		0.5	0	0	0	NR	NR	0
SPILLS 90		0.001	NR	NR	NR	NR	NR	0
COAL ASH		0.5	0	0	0	NR	NR	0
SWTIRE 2		0.5	0	0	0	NR	NR	0
RGA LF		0.001	NR	NR	NR	NR	NR	0
KING Co. LF		0.5	0	0	0	NR	NR	0
SEATTLE/KING Co. LF		0.5	0	0	0	NR	NR	0
Financial Assurance 2		0.001	NR	NR	NR	NR	NR	0
SWRCY		0.5	0	0	0	NR	NR	0
WELLS KITSAP		1	0	0	0	0	NR	0
NPDES		0.001	NR	NR	NR	NR	NR	0
RGA LUST		0.001	NR	NR	NR	NR	NR	0
Financial Assurance 1		0.001	NR	NR	NR	NR	NR	0
PTAP		0.5	0	0	0	NR	NR	0
ASBESTOS		0.001	NR	NR	NR	NR	NR	0
RGA HWS		0.001	NR	NR	NR	NR	NR	0

6.1 Standard Environmental Records Sources (continued)

DAY CARE		0.001	NR	NR	NR	NR	NR	0
Financial Assurance 3		0.001	NR	NR	NR	NR	NR	0
HIST CDL		0.001	NR	NR	NR	NR	NR	0
TACOMA/PIERCE Co. LF		0.5	0	0	0	NR	NR	0
INACTIVE DRYCLEANERS		0.25	0	0	NR	NR	NR	0
SNOHOMISH Co. LF		0.5	0	0	0	NR	NR	0
AIRS (EMI)		0.001	NR	NR	NR	NR	NR	0
WELLS		1	0	0	0	0	NR	0
INDIAN LUST		0.5	0	0	0	NR	NR	0
INDIAN UST		0.25	0	0	NR	NR	NR	0
INDIAN VCP		0.5	0	0	0	NR	NR	0
INDIAN ODI		0.5	0	0	0	NR	NR	0
INDIAN RESERV		0.001	NR	NR	NR	NR	NR	0
EDR MGP		1	0	0	0	0	NR	0

Detail Summary

Site Name: HORN CREEK PH 3

Databases: ALLSITES

Address:

Distance: 977

Direction: Southeast

Elevation: Higher

Comments:

Site Name: LCR CONSTRUCTION

Databases: ALLSITES

Address: HWY 240

Distance: 1003

Direction: North

Elevation: Higher

Comments:

6.2 Additional Environmental Record Sources

No summary information has been entered regarding additional environmental record sources.

6.3 Physical Setting Sources

Source of reference is a United States Geological Survey (USGS) 7.5 Minute Topographic Quadrangle (quad) Map containing the subject property. The USGS 7.5 minute quad map has an approximate scale of 1" to 24,000 feet, shows physical features such as water bodies, and roadways. The USGS 7.5 quad map is considered to be the only Standard Physical Setting Source, and is sufficient as a single reference.

6.3.1 Topography

The property consists of two parcels of land with improvements. The site is accessible from Clubhouse Lane and River Valley Drive. The nearest major roadway is Hwy. 240, approximately 1,000 feet northwest of the site. The elevation is 394 feet above mean sea level.

6.3.2 Surface Water Bodies

The nearest major body of water is the Yakima River, approximately one mile southwest of the site. There are no flood zones or wetlands associated with the site.

6.3.3 Geology and Hydrology

Groundwater flow direction may be impacted by surface topography, hydrology, hydro-geology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata. The groundwater gradient inferred from topography is to the southwest towards the Yakima River.

6.4 Historical Use

6.4.1 Historical Summary

Historical information identifying the past site use was obtained from a variety of sources as detailed in Appendix C of this report and included: AERIAL PHOTOGRAPHS

Historical research indicates the site was developed in 1996 on previously undeveloped land.

6.4.2 Title Records

No title records were provided by the user/client. Please refer to the Records Review section for current and historical ownership/use of the subject property.

6.4.3 City Directories

City directories for the subject property and surrounding area were not readily available or practically reviewable.

6.4.4 Aerial Photos

Aerial photographs were available from 1952, 1964, 1973, 1976, 1982, 1988, 1991, 1996, 2006, 2009, 2013, and 2017:

Summary

Date(s)	Property Comments	Surrounding Area Comments
1952 - 1991	Subject site and surrounding properties are undeveloped.	
1996 - 2017	Current improvements at the site	

6.4.5 Sanborn/Historical Maps

Sanborn fire insurance maps for the subject property and surrounding area were not readily available or practically reviewable.

6.4.6 Other Environmental Reports

No previous environmental reports were identified by BMEC or made available by the client/user during the Phase I ESA.

6.4.7 Building Department Records

Records were reviewed at the Richland Building Department. A copy of the Building Department records is included in the Appendix.

6.4.8 Other Land Use Records

No additional land use records were available during the course of the investigation.

6.5 Environmental Liens and Activity/Use Limitations

No environmental liens or activity/use restrictions in connection with the subject property were identified by the user/client.

7.0 SITE RECONNAISSANCE

7.1 Methodology and Limiting Conditions

The site reconnaissance was conducted on March 22, 2019, by Yancy Meyer, Environmental Professional with BMEC. Weather conditions at the time of the site reconnaissance were sunny with temperatures in the 50s. The visual reconnaissance consisted of observing the boundaries of the property and systematically traversing the site to provide an overlapping field of view, wherever possible. The periphery of the on-site structure was observed along with interior accessible common areas, storage and maintenance areas. Photographs of pertinent site features identified are included in Appendix B.

7.2 General Site Setting

The subject property consists of approximately 6.18 acres and is developed with an approximately 2,500 square-foot clubhouse building, a 3,000 square foot clubhouse building, 2 golf cart sheds totaling approximately 6,500 square feet, and an approximately 500 square-foot outbuilding. The ground surface at the site slopes gradually to the south. The property is primarily covered with landscaped golf course. The subject property can be accessed from the east via an entrance from Clubhouse Lane.

7.3 Site Visit Findings

7.3.1 Hazardous Substances

No hazardous substances were identified on the subject property.

No unusual or suspicious storage, handling, or disposal was observed.

7.3.2 Petroleum Products

Petroleum products at the subject property include gasoline stored in a 300-gallon aboveground storage tank (AST) (see Section 7.3.4).

7.3.3 USTs

No readily apparent evidence of underground storage tanks (USTs) was identified on the subject property.

7.3.4 ASTs

One gasoline AST was observed at the site:

Summary

Capacity (gals.)	Contents	Construction Materials	Comments
300	Gasoline	Steel	

7.3.5 Other Suspect Containers

No other suspect containers were identified on the subject property.

7.3.6 Equipment Likely to Contain PCBs

No equipment likely to contain PCBs was observed on the subject property.

7.3.7 Interior Staining/Corrosion

No interior staining or corrosion was observed in the subject buildings.

7.3.8 Discharge Features

Building drains discharge to City sewer. No other discharge features (catch basins, oil/water separators, etc.) were observed on the subject property.

7.3.9 Pits, Ponds, And Lagoons

Ponds are a part of the golf course landscaping. No pits, ponds or lagoons in connection with waste treatment or disposal were observed on the subject property.

7.3.10 Solid Waste Dumping/Landfills

No readily apparent evidence of solid waste dumping, suspect fill material, or landfills was identified on the subject property.

7.3.11 Stained Soil/Stressed Vegetation

No stained soil or stressed vegetation was observed on the subject property.

7.3.12 Wells

No evidence of water supply or groundwater monitoring wells was observed on the subject property.

8.0 INTERVIEWS

a) Interview with Owner

HJBT Properties LLC is listed as the current owner. Dale Rew was interviewed, and said that knew of no environmental concerns with the site.

b) Interview with Site Manager

Dale Rew was identified as the Key Site Manager for the property. A questionnaire completed by Mr. Rew is included in Appendix F of this report.

c) Interviews with Occupants

Horn Rapids Golf Course occupies the site.

d) Interviews with Local Government Officials

Benton County Assessor's Office information was obtained on-line. These records indicate the site was developed in 1996 on previously undeveloped land.

e) Interviews with Others

No other interviews were conducted.

9.0 OTHER ENVIRONMENTAL CONSIDERATIONS

9.1 Asbestos-Containing Materials

The term "asbestos" is applied to a group of naturally occurring fibrous, inorganic hydrated mineral silicates. Asbestos-containing building materials (ACBM) were widely used in building applications as fireproofing, insulation, and soundproofing from about 1946 until the EPA banned its use. Any material containing more than one percent asbestos is considered an ACM by the Environmental Protection Agency (EPA). Asbestos has been designated as a hazardous air pollutant under the National Emission Standard for Hazardous Air Pollutants (NESHAP). The NESHAP regulations prohibit visible asbestos emissions from mills and manufacturing plants, establish notification requirements and procedures for the demolition and renovation of all buildings containing friable asbestos, and delineate procedures to be followed in the disposal of asbestos-containing waste material. "Friable asbestos material" is any material that contains greater than one percent asbestos by weight, and can be pulverized, crumbled, or reduced to powder by hand pressure. To date, there are no federal regulations requiring the removal of asbestos from industrial or commercial buildings, even if friable.

Given the 1996 development at the subject property, there are no concerns with asbestos according to 29 CFR 1926.1101.

9.2 Lead-Based Paint

In 1978, the Federal Government banned the use of lead-based paint in residential applications; however, use in general industry continued at a decreased rate to the present. Lead-based paint presents a hazard through inhalation or ingestion of paint chips or vapor fumes. The greatest cumulative health threat is to young children, and for this reason the Department of Housing and Urban Development (HUD) has promulgated lead standards and survey requirements for buildings affected by HUD funding. This HUD regulation represents the only Federal requirement for lead-based paint hazard management applicable to privately owned structures.

Given the 1996 development of the site, there are no concerns with lead-based paint according to 29 CFR 1926.62.

9.3 Radon

Radon is emitted by the natural breakdown and radioactive decay of uranium in rocks and soils, which then enters buildings through cracks in the foundation, sump pumps, areas around drainage pipes and other openings. In addition, radon may enter a structure as a water contaminant, natural-gas contaminant, or off-gas by product of building materials. Once inside an enclosed space, radon can accumulate.

Radon has been declared by the EPA as the second leading contributor to lung cancer, after smoking. EPA guidelines for the highest acceptable level of radon are 4 picoCuries per liter (pCi/l). At this level, the estimated number of lung-cancer deaths due to radon exposure is 13-50 out of 1,000. An EPA survey of indoor radon concentrations in 11,000 homes from Arizona to Massachusetts revealed that radon levels exceeded the EPA's action level of 4 pCi/l in one out of three homes. Yet another study in 10 other states found that one in five homes exceeded the 4 pCi/l level.

No visual estimation technique exists that accurately predicts the potential radon risk within a building. The radon risk is a function of site location, soils composition, building construction, foundation integrity, and previous landfill practices. Actual physical testing of a building is the only way to accurately determine the radon levels. Radon health risks can be controlled by recognizing the potential for a problem, by testing and by reduction of radon levels in the building. The property exhibits low potential for radon contamination, based upon the visual indicators observed during the site observation.

The EPA has assigned each of the 3141 counties in the United States to one of the three Radon Zones:

Zone 1	Predicted average indoor screening level	>than 4pCi/L
Zone 2	Predicted average indoor screening level	>=2 pCi/L and<= 4pCi/L
Zone 3	Predicted average indoor screening level	< 2 pCi/L

Benton County Radon Zone Level: 2

9.4 Wetlands

This site was not listed in the environmental database as containing wetlands, and the soil did not qualify as a hydric soil. Visual on site inspection revealed no evidence of areas of standing water or wetland plant indicators.

9.4 Wetlands (continued)

It should be noted that these wetland observations are based on secondary information and conditions at the time of the site visit, and do not take into account weather variations such as season, drought, snow cover, etc. If further wetlands review is required, a wetlands delineation should be performed by a qualified hydro-geologist.

9.5 Microbial Contamination (Mold)

Since no EPA, State or Federal, threshold limits have been set for mold spores, no sampling for mold will be done to check a building's compliance with Federal or other mold standards.

The results of sampling may have limited use or application. Sampling may only help locate the source of mold contamination, identify some of the mold species present, and differentiate between mold, soot or dirt.

Air sampling for mold provides information only for the moment in which the sampling occurred, much like a snapshot. Air sampling will reveal, when properly done, what was in the air at the moment the sample was taken. Without set mold standards, sampling results are difficult to interpret, especially if there is no visible mold growth present. On the other hand, if there is visible mold growth present, sampling is unnecessary.

The building was inspected for visual evidence of mold or mildew. None was found during the inspection. There was no evidence for leaking roofs or any history for water damage to the building. Washington State currently has no official regulations concerning mold contamination.

9.6 Vapor Encroachment

BMEC, Inc. performed a Tier 1 Initial Screening for Vapor Encroachment Conditions (VECs) at the subject property. Historical and government databases were reviewed at specific search distances to identify properties contaminated by Chemicals of Concern (COCs) within the following Areas of Concern (AOC) where groundwater flow direction cannot be determined:

- One third of one mile for known or suspect contaminated sites with non-petroleum COCs
- One tenth of one mile for known or suspect contaminated sites with petroleum COCs

The following AOCs can be applied where groundwater flow direction can be determined:

- Up-gradient
 - One third of one mile for known or suspect contaminated sites with non-petroleum COCs
 - One tenth of one mile for known or suspect contaminated sites with petroleum COCs
- Down-gradient
 - One hundred feet for known or suspect contaminated sites with non-petroleum COCs
 - Thirty feet for known or suspect contaminated sites with petroleum COCs
- Cross-gradient
 - One hundred feet for known or suspect contaminated sites with non-petroleum COCs + plume width
 - Thirty feet for known or suspect contaminated sites with petroleum COCs + plume width

After conducting the VEC screen at the subject property, it is the opinion of BMEC, Inc. that:

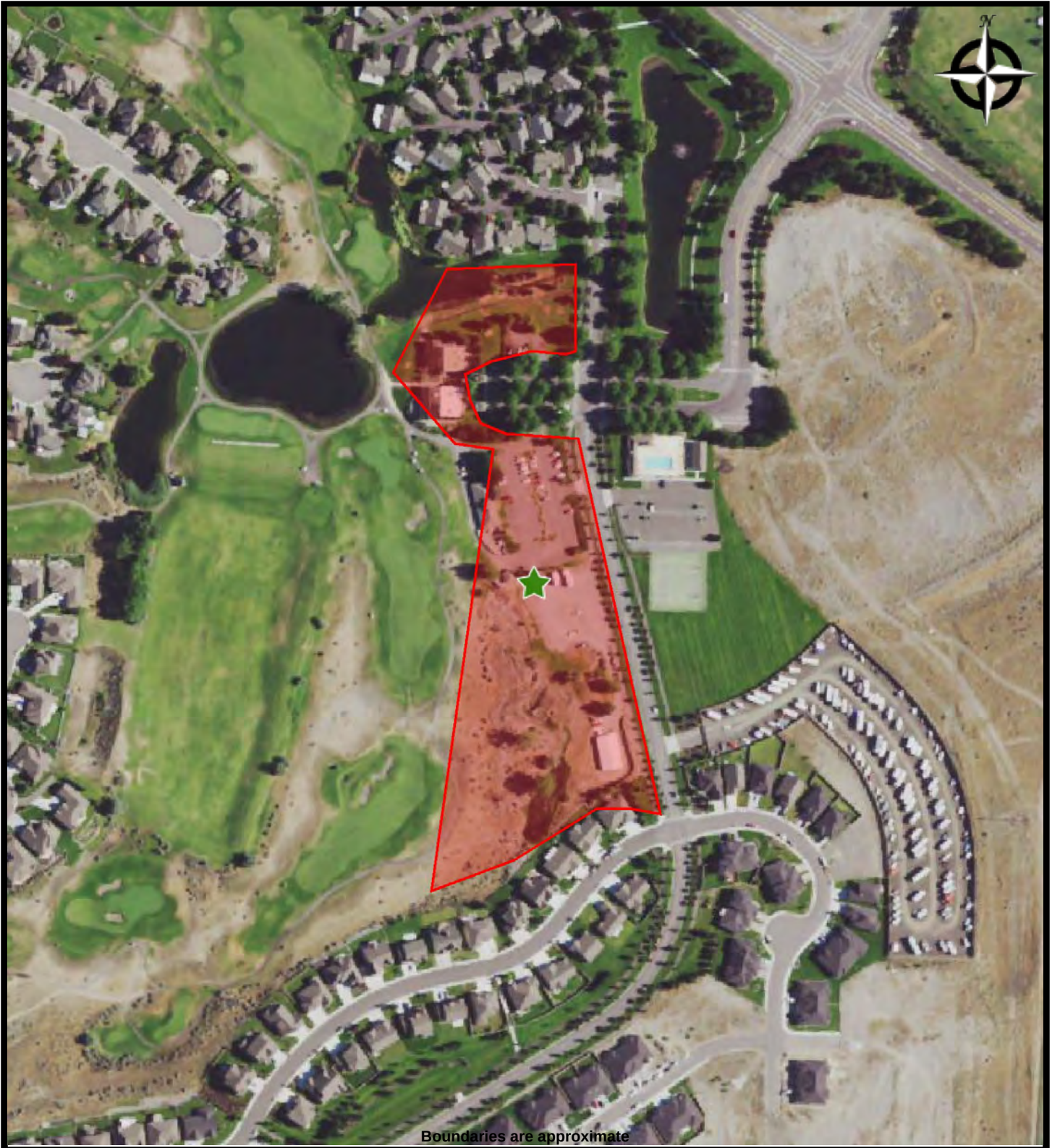
- A VEC can be ruled out because it does not exist or is not likely to exist

9.7 Client-Specific Items

There are no client-specific items entered for the Site.

Appendix A:

Figures



DR PARCEL PLAT

AERIAL MAP
HORN RAPIDS GOLF COURSE
2800 Clubhouse Lane
Richland, Washington 99354

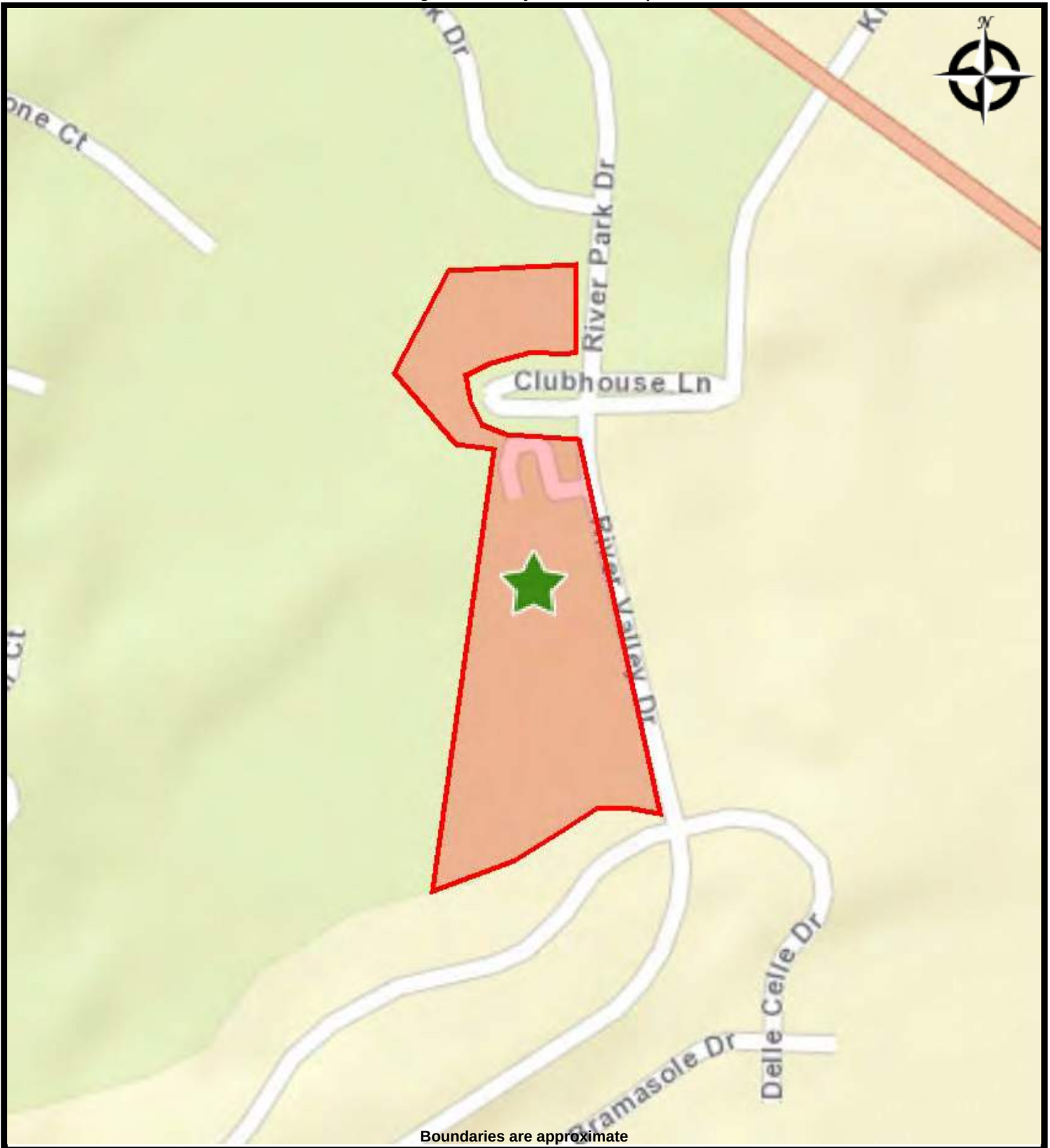
PREPARED FOR: Gale Rew Construction

PROJ. MGR:

DRAWN BY: Yancy Meyer

DATE: 3/27/2019

PROJ. #: P2019/0106



DR PARCEL PLAT

STREET MAP
HORN RAPIDS GOLF COURSE
2800 Clubhouse Lane
Richland, Washington 99354

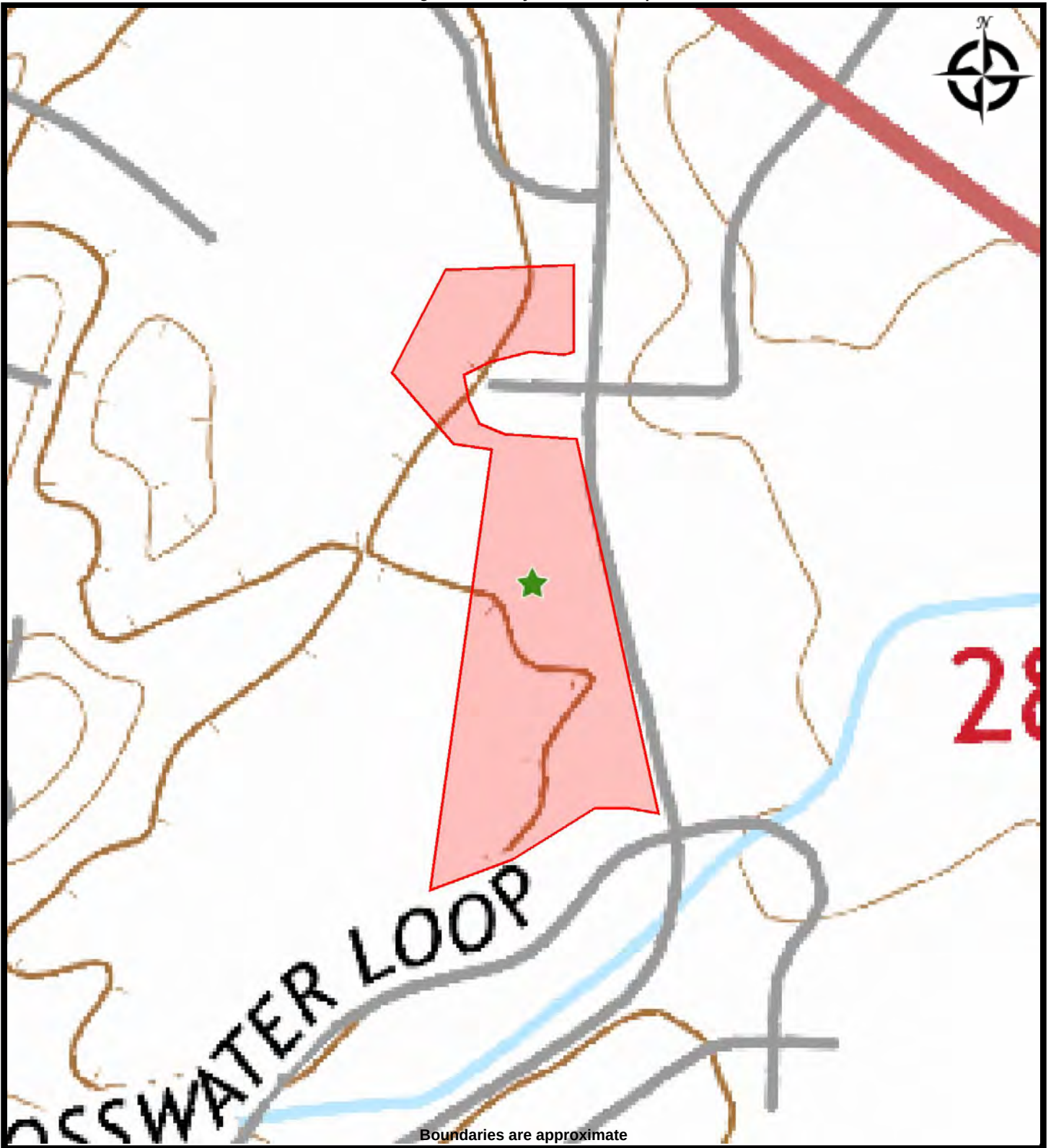
PREPARED FOR: Gale Rew Construction

PROJ. MGR:

DRAWN BY: Yancy Meyer

DATE: 3/27/2019

PROJ. #: P2019/0106



DR PARCEL PLAT

TOPO MAP
HORN RAPIDS GOLF COURSE
2800 Clubhouse Lane
Richland, Washington 99354

PREPARED FOR: Gale Rew Construction

PROJ. MGR:

DRAWN BY: Yancy Meyer

DATE: 3/27/2019

PROJ. #: P2019/0106

Appendix B:

Photographs



Site looking south



Site looking north



Site looking north



Park adjoining the site to the east



Residences south of the site



Golf cart shed at the site



Site looking south



Site looking west



Site looking west



Site looking northwest



Golf cart shed



Golf cart shed



Interior of shack



Gas AST at the site



Golf cart shed



Site looking southwest



Site looking south



Site looking west



Site looking southwest

Appendix C:

Historical Research



Horn Rapids Golf Course
2800 Clubhouse Lane
Richland, WA 99354

Inquiry Number: 5599400.3

March 22, 2019

Certified Sanborn® Map Report



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

03/22/19

Site Name:

Horn Rapids Golf Course
2800 Clubhouse Lane
Richland, WA 99354
EDR Inquiry # 5599400.3

Client Name:

Blue Mountain Env. Cons. Inc.
125 Main St
Waitsburg, WA 99361-0000
Contact: Yancy Meyer



The Sanborn Library has been searched by EDR and maps covering the target property location as provided by Blue Mountain Env. Cons. Inc. were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting www.edrnet.com/sanborn.

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Certification # A3F2-4338-9942

PO # NA

Project P2019/0106

UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.



Sanborn® Library search results

Certification #: A3F2-4338-9942

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- ☒ Library of Congress
- ☒ University Publications of America
- ☒ EDR Private Collection

The Sanborn Library LLC Since 1866™

Limited Permission To Make Copies

Blue Mountain Env. Cons. Inc. (the client) is permitted to make up to FIVE photocopies of this Sanborn Map transmittal and each fire insurance map accompanying this report solely for the limited use of its customer. No one other than the client is authorized to make copies. Upon request made directly to an EDR Account Executive, the client may be permitted to make a limited number of additional photocopies. This permission is conditioned upon compliance by the client, its customer and their agents with EDR's copyright policy; a copy of which is available upon request.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT. Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2019 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.



Horn Rapids Golf Course

2800 Clubhouse Lane

Richland, WA 99354

Inquiry Number: 5599400.5

March 25, 2019

The EDR Aerial Photo Decade Package



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

03/25/19

Site Name:

Horn Rapids Golf Course
2800 Clubhouse Lane
Richland, WA 99354
EDR Inquiry # 5599400.5

Client Name:

Blue Mountain Env. Cons. Inc.
125 Main St
Waitsburg, WA 99361-0000
Contact: Yancy Meyer



Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

Search Results:

<u>Year</u>	<u>Scale</u>	<u>Details</u>	<u>Source</u>
2017	1"=500'	Flight Year: 2017	USDA/NAIP
2013	1"=500'	Flight Year: 2013	USDA/NAIP
2009	1"=500'	Flight Year: 2009	USDA/NAIP
2006	1"=500'	Flight Year: 2006	USDA/NAIP
1996	1"=500'	Acquisition Date: July 05, 1996	USGS/DOQQ
1991	1"=500'	Flight Date: July 02, 1991	USGS
1988	1"=500'	Flight Date: July 08, 1988	USGS
1982	1"=500'	Flight Date: August 01, 1982	USDA
1976	1"=500'	Flight Date: July 01, 1976	USGS
1973	1"=500'	Flight Date: May 01, 1973	USGS
1964	1"=500'	Flight Date: November 02, 1964	USGS
1952	1"=500'	Flight Date: October 17, 1952	USGS

When delivered electronically by EDR, the aerial photo images included with this report are for ONE TIME USE ONLY. Further reproduction of these aerial photo images is prohibited without permission from EDR. For more information contact your EDR Account Executive.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT. Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2019 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.



INQUIRY #: 5599400.5

YEAR: 2017

— = 500'





INQUIRY #: 5599400.5

YEAR: 2013

— = 500'





INQUIRY #: 5599400.5

YEAR: 2009

— = 500'





INQUIRY #: 5599400.5

YEAR: 2006

— = 500'





INQUIRY #: 5599400.5

YEAR: 1996

— = 500'



Subject boundary not shown because it exceeds image extent or image is not georeferenced.





INQUIRY #: 5599400.5

YEAR: 1988

— = 500'



Subject boundary not shown because it exceeds image extent or image is not georeferenced.



INQUIRY #: 5599400.5

YEAR: 1982

— = 500'





INQUIRY #: 5599400.5

YEAR: 1976

— = 500'





INQUIRY #: 5599400.5

YEAR: 1973

500'





INQUIRY #: 5599400.5

YEAR: 1964

— = 500'





INQUIRY #: 5599400.5

YEAR: 1952

— = 500'



Appendix D:

Regulatory Records

Horn Rapids Golf Course

2800 Clubhouse Lane

Richland, WA 99354

Inquiry Number: 5599400.2s

March 22, 2019

The EDR Radius Map™ Report with GeoCheck®



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
Executive Summary	ES1
Overview Map	2
Detail Map	3
Map Findings Summary	4
Map Findings	8
Orphan Summary	10
Government Records Searched/Data Currency Tracking	GR-1
 <u>GEOCHECK ADDENDUM</u>	
Physical Setting Source Addendum	A-1
Physical Setting Source Summary	A-2
Physical Setting Source Map	A-10
Physical Setting Source Map Findings	A-11
Physical Setting Source Records Searched	PSGR-1

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2019 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

2800 CLUBHOUSE LANE
RICHLAND, WA 99354

COORDINATES

Latitude (North):	46.3222270 - 46° 19' 20.01"
Longitude (West):	119.3208340 - 119° 19' 15.00"
Universal Transverse Mercator:	Zone 11
UTM X (Meters):	321335.2
UTM Y (Meters):	5132249.5
Elevation:	395 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	6004525 RICHLAND, WA
Version Date:	2014

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	20150625
Source:	USDA

MAPPED SITES SUMMARY

Target Property Address:
2800 CLUBHOUSE LANE
RICHLAND, WA 99354

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
1	HORN CREEK PH 3		ALLSITES	Higher	977, 0.185, SE
2	COPPERLEAF PHASE 2	HORN RAPIDS	ALLSITES	Lower	990, 0.188, SSW
3	LCR CONSTRUCTION	HWY 240	ALLSITES	Higher	1003, 0.190, North
4	GREYHAWK PHASE I		ALLSITES	Higher	1829, 0.346, WNW
5	SANDPIPER 2 SUBDIVIS		ALLSITES	Higher	1964, 0.372, NW

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL..... National Priority List
Proposed NPL..... Proposed National Priority List Sites
NPL LIENS..... Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL..... National Priority List Deletions

Federal CERCLIS list

FEDERAL FACILITY..... Federal Facility Site Information listing
SEMS..... Superfund Enterprise Management System

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE..... Superfund Enterprise Management System Archive

Federal RCRA CORRACTS facilities list

CORRACTS..... Corrective Action Report

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

Federal RCRA generators list

RCRA-LQG..... RCRA - Large Quantity Generators
RCRA-SQG..... RCRA - Small Quantity Generators
RCRA-CESQG..... RCRA - Conditionally Exempt Small Quantity Generator

Federal institutional controls / engineering controls registries

LUCIS..... Land Use Control Information System
US ENG CONTROLS..... Engineering Controls Sites List

EXECUTIVE SUMMARY

US INST CONTROL..... Sites with Institutional Controls

Federal ERNS list

ERNS..... Emergency Response Notification System

State- and tribal - equivalent NPL

HSL..... Hazardous Sites List

State- and tribal - equivalent CERCLIS

CSCSL..... Confirmed and Suspected Contaminated Sites List

State and tribal landfill and/or solid waste disposal site lists

SWF/LF..... Solid Waste Facility Database

State and tribal leaking storage tank lists

LUST..... Leaking Underground Storage Tanks Site List

INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land

State and tribal registered storage tank lists

FEMA UST..... Underground Storage Tank Listing

UST..... Underground Storage Tank Database

AST..... Aboveground Storage Tank Locations

INDIAN UST..... Underground Storage Tanks on Indian Land

State and tribal institutional control / engineering control registries

INST CONTROL..... Institutional Control Site List

State and tribal voluntary cleanup sites

ICR..... Independent Cleanup Reports

INDIAN VCP..... Voluntary Cleanup Priority Listing

VCP..... Voluntary Cleanup Program Sites

PTAP..... PTAP Site Listing

State and tribal Brownfields sites

BROWNFIELDS..... Brownfields Sites Listing

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY..... Recycling Facility List

EXECUTIVE SUMMARY

SWTIRE.....	Solid Waste Tire Facilities
INDIAN ODI.....	Report on the Status of Open Dumps on Indian Lands
ODI.....	Open Dump Inventory
DEBRIS REGION 9.....	Torres Martinez Reservation Illegal Dump Site Locations
IHS OPEN DUMPS.....	Open Dumps on Indian Land

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL.....	Delisted National Clandestine Laboratory Register
CDL.....	Clandestine Drug Lab Contaminated Site List
HIST CDL.....	List of Sites Contaminated by Clandestine Drug Labs
CSCSL NFA.....	Confirmed & Contaminated Sites - No Further Action
US CDL.....	National Clandestine Laboratory Register

Local Land Records

LIENS 2.....	CERCLA Lien Information
--------------	-------------------------

Records of Emergency Release Reports

HMIRS.....	Hazardous Materials Information Reporting System
SPILLS.....	Reported Spills
SPILLS 90.....	SPILLS 90 data from FirstSearch

Other Ascertainable Records

RCRA NonGen / NLR.....	RCRA - Non Generators / No Longer Regulated
FUDS.....	Formerly Used Defense Sites
DOD.....	Department of Defense Sites
SCRD DRYCLEANERS.....	State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR.....	Financial Assurance Information
EPA WATCH LIST.....	EPA WATCH LIST
2020 COR ACTION.....	2020 Corrective Action Program List
TSCA.....	Toxic Substances Control Act
TRIS.....	Toxic Chemical Release Inventory System
SSTS.....	Section 7 Tracking Systems
ROD.....	Records Of Decision
RMP.....	Risk Management Plans
RAATS.....	RCRA Administrative Action Tracking System
PRP.....	Potentially Responsible Parties
PADS.....	PCB Activity Database System
ICIS.....	Integrated Compliance Information System
FTTS.....	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS.....	Material Licensing Tracking System
COAL ASH DOE.....	Steam-Electric Plant Operation Data
COAL ASH EPA.....	Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER.....	PCB Transformer Registration Database
RADINFO.....	Radiation Information Database
HIST FTTS.....	FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS.....	Incident and Accident Data
CONSENT.....	Superfund (CERCLA) Consent Decrees
INDIAN RESERV.....	Indian Reservations
FUSRAP.....	Formerly Utilized Sites Remedial Action Program
UMTRA.....	Uranium Mill Tailings Sites

EXECUTIVE SUMMARY

LEAD SMELTERS.....	Lead Smelter Sites
US AIRS.....	Aerometric Information Retrieval System Facility Subsystem
US MINES.....	Mines Master Index File
ABANDONED MINES.....	Abandoned Mines
FINDS.....	Facility Index System/Facility Registry System
DOCKET HWC.....	Hazardous Waste Compliance Docket Listing
ECHO.....	Enforcement & Compliance History Information
UXO.....	Unexploded Ordnance Sites
FUELS PROGRAM.....	EPA Fuels Program Registered Listing
AIRS.....	Washington Emissions Data System
ASBESTOS.....	ASBESTOS
COAL ASH.....	Coal Ash Disposal Site Listing
DRYCLEANERS.....	Drycleaner List
Financial Assurance.....	Financial Assurance Information Listing
Inactive Drycleaners.....	Inactive Drycleaners
MANIFEST.....	Hazardous Waste Manifest Data
NPDES.....	Water Quality Permit System Data
UIC.....	Underground Injection Wells Listing

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP.....	EDR Proprietary Manufactured Gas Plants
EDR Hist Auto.....	EDR Exclusive Historical Auto Stations
EDR Hist Cleaner.....	EDR Exclusive Historical Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS.....	Recovered Government Archive State Hazardous Waste Facilities List
RGA LF.....	Recovered Government Archive Solid Waste Facilities List
RGA LUST.....	Recovered Government Archive Leaking Underground Storage Tank

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.

Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

EXECUTIVE SUMMARY

ADDITIONAL ENVIRONMENTAL RECORDS

Local Lists of Hazardous waste / Contaminated Sites

ALLSITES: Information on facilities and sites of interest to the Department of Ecology.

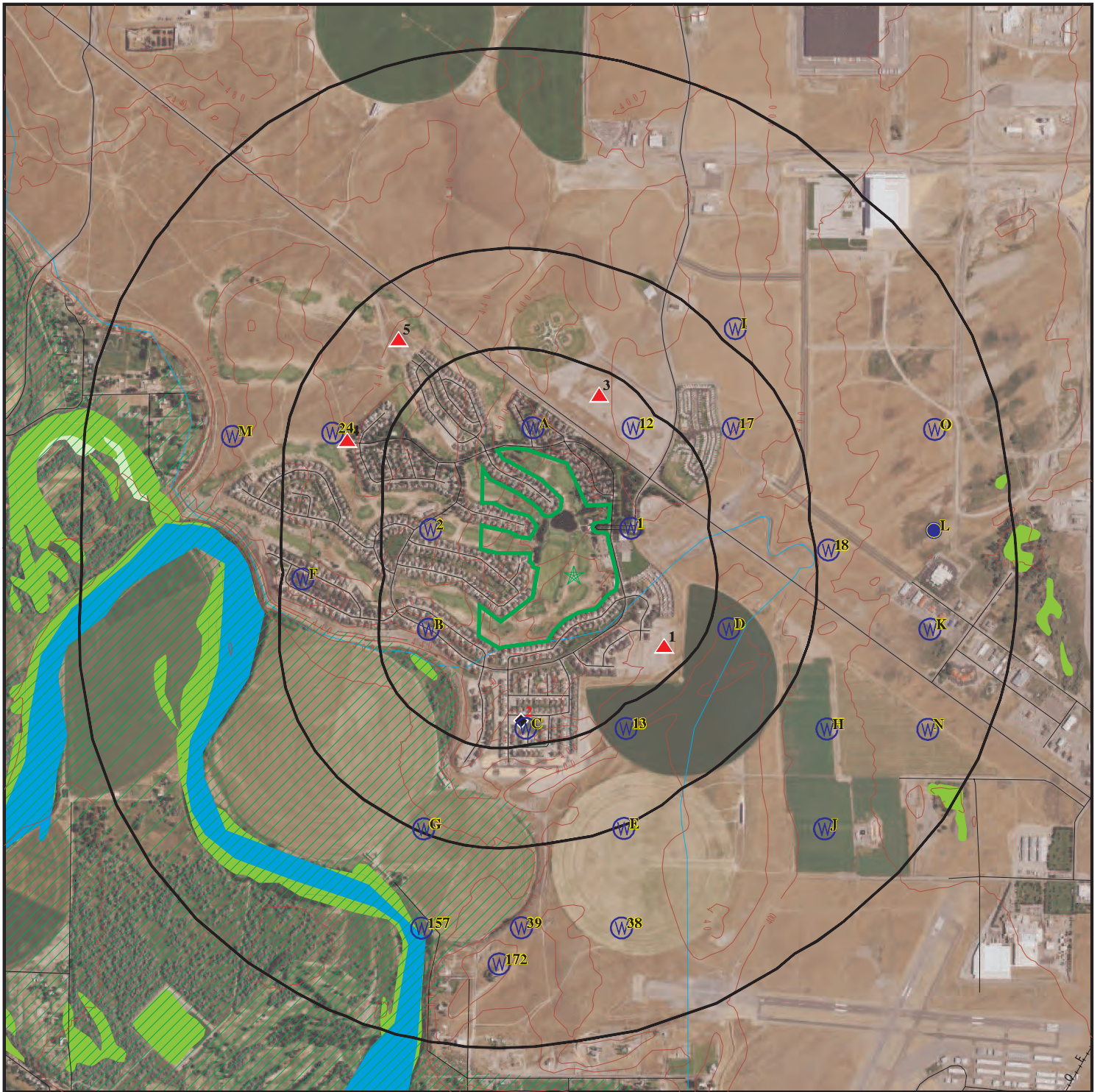
A review of the ALLSITES list, as provided by EDR, and dated 10/30/2018 has revealed that there are 5 ALLSITES sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
HORN CREEK PH 3 Facility Id: 71880		SE 1/8 - 1/4 (0.185 mi.)	1	8
LCR CONSTRUCTION Facility Id: 4871	HWY 240	N 1/8 - 1/4 (0.190 mi.)	3	8
GREYHAWK PHASE I Facility Id: 15372		WNW 1/4 - 1/2 (0.346 mi.)	4	9
SANDPIPER 2 SUBDIVIS Facility Id: 20140		NW 1/4 - 1/2 (0.372 mi.)	5	9
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
COPPERLEAF PHASE 2 Facility Id: 12392	HORN RAPIDS	SSW 1/8 - 1/4 (0.188 mi.)	2	8

EXECUTIVE SUMMARY

There were no unmapped sites in this report.

OVERVIEW MAP - 5599400.2S



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

National Priority List Sites

Dept. Defense Sites

Indian Reservations BIA

100-year flood zone

500-year flood zone

National Wetland Inventory

State Wetlands

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Horn Rapids Golf Course
ADDRESS: 2800 Clubhouse Lane
Richland WA 99354
LAT/LONG: 46.322227 / 119.320834

CLIENT: Blue Mountain Env. Cons. Inc.
CONTACT: Yancy Meyer
INQUIRY #: 5599400.2s
DATE: March 22, 2019 10:37 pm

DETAIL MAP - 5599400.2S



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

Sensitive Receptors

National Priority List Sites

Dept. Defense Sites

Indian Reservations BIA

100-year flood zone

500-year flood zone

National Wetland Inventory

State Wetlands

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Horn Rapids Golf Course
ADDRESS: 2800 Clubhouse Lane
Richland WA 99354
LAT/LONG: 46.322227 / 119.320834

CLIENT: Blue Mountain Env. Cons. Inc.
CONTACT: Yancy Meyer
INQUIRY #: 5599400.2s
DATE: March 22, 2019 10:37 pm

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
<i>Federal NPL site list</i>								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	0.001		0	NR	NR	NR	NR	0
<i>Federal Delisted NPL site list</i>								
Delisted NPL	1.000		0	0	0	0	NR	0
<i>Federal CERCLIS list</i>								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
<i>Federal CERCLIS NFRAP site list</i>								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
<i>Federal RCRA CORRACTS facilities list</i>								
CORRACTS	1.000		0	0	0	0	NR	0
<i>Federal RCRA non-CORRACTS TSD facilities list</i>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<i>Federal RCRA generators list</i>								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-CESQG	0.250		0	0	NR	NR	NR	0
<i>Federal institutional controls / engineering controls registries</i>								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROL	0.500		0	0	0	NR	NR	0
<i>Federal ERNS list</i>								
ERNS	0.001		0	NR	NR	NR	NR	0
<i>State- and tribal - equivalent NPL</i>								
HSL	1.000		0	0	0	0	NR	0
<i>State- and tribal - equivalent CERCLIS</i>								
CSCSL	1.000		0	0	0	0	NR	0
<i>State and tribal landfill and/or solid waste disposal site lists</i>								
SWF/LF	0.500		0	0	0	NR	NR	0
<i>State and tribal leaking storage tank lists</i>								
LUST	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
INDIAN LUST	0.500		0	0	0	NR	NR	0
State and tribal registered storage tank lists								
FEMA UST	0.250		0	0	NR	NR	NR	0
UST	0.250		0	0	NR	NR	NR	0
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
State and tribal institutional control / engineering control registries								
INST CONTROL	0.500		0	0	0	NR	NR	0
State and tribal voluntary cleanup sites								
ICR	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
VCP	0.500		0	0	0	NR	NR	0
PTAP	0.500		0	0	0	NR	NR	0
State and tribal Brownfields sites								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
<u>ADDITIONAL ENVIRONMENTAL RECORDS</u>								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
SWRCY	0.500		0	0	0	NR	NR	0
SWTIRE	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	0.001		0	NR	NR	NR	NR	0
ALLSITES	0.500		0	3	2	NR	NR	5
CDL	0.001		0	NR	NR	NR	NR	0
HIST CDL	0.001		0	NR	NR	NR	NR	0
CSCSL NFA	0.500		0	0	0	NR	NR	0
US CDL	0.001		0	NR	NR	NR	NR	0
Local Land Records								
LIENS 2	0.001		0	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	0.001		0	NR	NR	NR	NR	0
SPILLS	0.001		0	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
SPILLS 90	0.001		0	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	0.001		0	NR	NR	NR	NR	0
EPA WATCH LIST	0.001		0	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	0.001		0	NR	NR	NR	NR	0
TRIS	0.001		0	NR	NR	NR	NR	0
SSTS	0.001		0	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	0.001		0	NR	NR	NR	NR	0
RAATS	0.001		0	NR	NR	NR	NR	0
PRP	0.001		0	NR	NR	NR	NR	0
PADS	0.001		0	NR	NR	NR	NR	0
ICIS	0.001		0	NR	NR	NR	NR	0
FTTS	0.001		0	NR	NR	NR	NR	0
MLTS	0.001		0	NR	NR	NR	NR	0
COAL ASH DOE	0.001		0	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	0.001		0	NR	NR	NR	NR	0
RADINFO	0.001		0	NR	NR	NR	NR	0
HIST FTTS	0.001		0	NR	NR	NR	NR	0
DOT OPS	0.001		0	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	0.001		0	NR	NR	NR	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	0.001		0	NR	NR	NR	NR	0
US AIRS	0.001		0	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.001		0	NR	NR	NR	NR	0
FINDS	0.001		0	NR	NR	NR	NR	0
DOCKET HWC	0.001		0	NR	NR	NR	NR	0
ECHO	0.001		0	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
AIRS	0.001		0	NR	NR	NR	NR	0
ASBESTOS	0.001		0	NR	NR	NR	NR	0
COAL ASH	0.500		0	0	0	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
Financial Assurance	0.001		0	NR	NR	NR	NR	0
Inactive Drycleaners	0.250		0	0	NR	NR	NR	0
MANIFEST	0.250		0	0	NR	NR	NR	0
NPDES	0.001		0	NR	NR	NR	NR	0
UIC	0.001		0	NR	NR	NR	NR	0

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP	1.000		0	0	0	0	NR	0
---------	-------	--	---	---	---	---	----	---

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
<u>EDR RECOVERED GOVERNMENT ARCHIVES</u>								
<i>Exclusive Recovered Govt. Archives</i>								
RGA HWS	0.001		0	NR	NR	NR	NR	0
RGA LF	0.001		0	NR	NR	NR	NR	0
RGA LUST	0.001		0	NR	NR	NR	NR	0
- Totals --		0	0	3	2	0	0	5

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

1
SE
1/8-1/4
0.185 mi.
977 ft.

HORN CREEK PH 3
RICHLAND, WA 99352

ALLSITES **S121442520**
N/A

Relative:
Higher
Actual:
403 ft.

ALLSITES:
Facility Name: HORN CREEK PH 3
Facility Id: 71880

Interaction: 124782
Interaction 1: I
Interaction 2: CONSTSWGP
Ecology Program: WATQUAL
Program Data: PARIS
Facility Alt.: Horn Creek Ph 3
Program ID: No Permit
Date Interaction: 2017-11-21 00:00:00
Date Interaction 3: Construction SW GP
Latitude: 46.319716249000003
Longitude: -119.316112272

2
SSW
1/8-1/4
0.188 mi.
990 ft.

COPPERLEAF PHASE 2
HORN RAPIDS
RICHLAND, WA

ALLSITES **S110764489**
N/A

Relative:
Lower
Actual:
393 ft.

ALLSITES:
Facility Name: COPPERLEAF PHASE 2
Facility Id: 12392

Interaction: 96372
Interaction 1: I
Interaction 2: CONSTSWGP
Ecology Program: WATQUAL
Program Data: PARIS
Facility Alt.: COPPERLEAF PHASE 2
Program ID: WAR124847
Date Interaction: 2011-02-04 00:00:00
Date Interaction 3: Construction SW GP
Latitude: 46.316994139999998
Longitude: -119.32358590299999

3
North
1/8-1/4
0.190 mi.
1003 ft.

LCR CONSTRUCTION
HWY 240
RICHLAND, WA 99354

ALLSITES **S118821242**
N/A

Relative:
Higher
Actual:
405 ft.

ALLSITES:
Facility Name: LCR CONSTRUCTION
Facility Id: 4871

Interaction: 119137
Interaction 1: A

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

LCR CONSTRUCTION (Continued)

S118821242

Interaction 2: CONSTSWGP
Ecology Program: WATQUAL
Program Data: PARIS
Facility Alt.: LCR Construction
Program ID: WAR304481
Date Interaction: 2016-08-15 00:00:00
Date Interaction 3: Construction SW GP
Latitude: 46.32881265599997
Longitude: -119.319478295

4
WNW
1/4-1/2
0.346 mi.
1829 ft.

GREYHAWK PHASE I
RICHLAND, WA 99352

ALLSITES S118493828
N/A

Relative:
Higher
Actual:
446 ft.

ALLSITES:
Facility Name: GREYHAWK PHASE I
Facility Id: 15372

Interaction: 116266
Interaction 1: I
Interaction 2: CONSTSWGP
Ecology Program: WATQUAL
Program Data: PARIS
Facility Alt.: Greyhawk Phase I
Program ID: WAR303649
Date Interaction: 2015-12-31 00:00:00
Date Interaction 3: Construction SW GP
Latitude: 46.327171362999998
Longitude: -119.332657321

5
NW
1/4-1/2
0.372 mi.
1964 ft.

SANDPIPER 2 SUBDIVISION
RICHLAND, WA 99352

ALLSITES S121304690
N/A

Relative:
Higher
Actual:
447 ft.

ALLSITES:
Facility Name: SANDPIPER 2 SUBDIVISION
Facility Id: 20140

Interaction: 123423
Interaction 1: A
Interaction 2: CONSTSWGP
Ecology Program: WATQUAL
Program Data: PARIS
Facility Alt.: Sandpiper 2 Subdivision
Program ID: WAR305804
Date Interaction: 2017-06-30 00:00:00
Date Interaction 3: Construction SW GP
Latitude: 46.330826999999999
Longitude: -119.329966164

Count: 0 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
NO SITES FOUND					

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 02/06/2019	Source: EPA
Date Data Arrived at EDR: 02/15/2019	Telephone: N/A
Date Made Active in Reports: 03/15/2019	Last EDR Contact: 03/14/2019
Number of Days to Update: 28	Next Scheduled EDR Contact: 04/15/2019
	Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 02/06/2019	Source: EPA
Date Data Arrived at EDR: 02/15/2019	Telephone: N/A
Date Made Active in Reports: 03/15/2019	Last EDR Contact: 03/14/2019
Number of Days to Update: 28	Next Scheduled EDR Contact: 04/15/2019
	Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

Federal Delisted NPL site list

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 02/06/2019
Date Data Arrived at EDR: 02/15/2019
Date Made Active in Reports: 03/15/2019
Number of Days to Update: 28

Source: EPA
Telephone: N/A
Last EDR Contact: 03/14/2019
Next Scheduled EDR Contact: 04/15/2019
Data Release Frequency: Quarterly

Federal CERCLIS list

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 11/07/2016
Date Data Arrived at EDR: 01/05/2017
Date Made Active in Reports: 04/07/2017
Number of Days to Update: 92

Source: Environmental Protection Agency
Telephone: 703-603-8704
Last EDR Contact: 01/04/2019
Next Scheduled EDR Contact: 04/15/2019
Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly known as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 02/06/2019
Date Data Arrived at EDR: 02/15/2019
Date Made Active in Reports: 03/15/2019
Number of Days to Update: 28

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 03/14/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Quarterly

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 02/06/2019	Source: EPA
Date Data Arrived at EDR: 02/15/2019	Telephone: 800-424-9346
Date Made Active in Reports: 03/15/2019	Last EDR Contact: 03/14/2019
Number of Days to Update: 28	Next Scheduled EDR Contact: 04/29/2019
	Data Release Frequency: Quarterly

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 03/01/2018	Source: EPA
Date Data Arrived at EDR: 03/28/2018	Telephone: 800-424-9346
Date Made Active in Reports: 06/22/2018	Last EDR Contact: 12/03/2018
Number of Days to Update: 86	Next Scheduled EDR Contact: 04/08/2019
	Data Release Frequency: Quarterly

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 03/01/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/28/2018	Telephone: (206) 553-1200
Date Made Active in Reports: 06/22/2018	Last EDR Contact: 12/03/2018
Number of Days to Update: 86	Next Scheduled EDR Contact: 04/08/2019
	Data Release Frequency: Quarterly

Federal RCRA generators list

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/01/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/28/2018	Telephone: (206) 553-1200
Date Made Active in Reports: 06/22/2018	Last EDR Contact: 12/03/2018
Number of Days to Update: 86	Next Scheduled EDR Contact: 04/08/2019
	Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 03/01/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/28/2018	Telephone: (206) 553-1200
Date Made Active in Reports: 06/22/2018	Last EDR Contact: 12/03/2018
Number of Days to Update: 86	Next Scheduled EDR Contact: 04/08/2019
	Data Release Frequency: Quarterly

RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/01/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/28/2018	Telephone: (206) 553-1200
Date Made Active in Reports: 06/22/2018	Last EDR Contact: 12/03/2018
Number of Days to Update: 86	Next Scheduled EDR Contact: 04/08/2019
	Data Release Frequency: Quarterly

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 10/17/2018	Source: Department of the Navy
Date Data Arrived at EDR: 10/25/2018	Telephone: 843-820-7326
Date Made Active in Reports: 12/07/2018	Last EDR Contact: 02/07/2019
Number of Days to Update: 43	Next Scheduled EDR Contact: 05/27/2019
	Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 01/31/2019	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/04/2019	Telephone: 703-603-0695
Date Made Active in Reports: 03/08/2019	Last EDR Contact: 02/04/2019
Number of Days to Update: 32	Next Scheduled EDR Contact: 06/10/2019
	Data Release Frequency: Varies

US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 01/31/2019	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/04/2019	Telephone: 703-603-0695
Date Made Active in Reports: 03/08/2019	Last EDR Contact: 02/04/2019
Number of Days to Update: 32	Next Scheduled EDR Contact: 06/10/2019
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 02/04/2019

Date Data Arrived at EDR: 02/08/2019

Date Made Active in Reports: 03/08/2019

Number of Days to Update: 28

Source: National Response Center, United States Coast Guard

Telephone: 202-267-2180

Last EDR Contact: 02/08/2019

Next Scheduled EDR Contact: 04/08/2019

Data Release Frequency: Quarterly

State- and tribal - equivalent NPL

HSL: Hazardous Sites List

The Hazardous Sites List is a subset of the CSCSL Report. It includes sites which have been assessed and ranked using the Washington Ranking Method (WARM).

Date of Government Version: 08/22/2018

Date Data Arrived at EDR: 09/07/2018

Date Made Active in Reports: 09/25/2018

Number of Days to Update: 18

Source: Department of Ecology

Telephone: 360-407-7200

Last EDR Contact: 03/05/2019

Next Scheduled EDR Contact: 06/17/2019

Data Release Frequency: Semi-Annually

State- and tribal - equivalent CERCLIS

CSCSL: Confirmed and Suspected Contaminated Sites List

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 10/16/2018

Date Data Arrived at EDR: 10/18/2018

Date Made Active in Reports: 11/27/2018

Number of Days to Update: 40

Source: Department of Ecology

Telephone: 360-407-7200

Last EDR Contact: 01/16/2019

Next Scheduled EDR Contact: 04/29/2019

Data Release Frequency: Quarterly

State and tribal landfill and/or solid waste disposal site lists

SWF/LF: Solid Waste Facility Database

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 12/03/2018

Date Data Arrived at EDR: 12/11/2018

Date Made Active in Reports: 02/12/2019

Number of Days to Update: 63

Source: Department of Ecology

Telephone: 360-407-6132

Last EDR Contact: 03/04/2019

Next Scheduled EDR Contact: 06/17/2019

Data Release Frequency: Annually

State and tribal leaking storage tank lists

LUST: Leaking Underground Storage Tanks Site List

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 11/12/2018

Date Data Arrived at EDR: 11/15/2018

Date Made Active in Reports: 01/30/2019

Number of Days to Update: 76

Source: Department of Ecology

Telephone: 360-407-7183

Last EDR Contact: 02/14/2019

Next Scheduled EDR Contact: 05/27/2019

Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 04/24/2018	Source: EPA Region 7
Date Data Arrived at EDR: 05/18/2018	Telephone: 913-551-7003
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 04/13/2018	Source: EPA Region 1
Date Data Arrived at EDR: 05/18/2018	Telephone: 617-918-1313
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 04/12/2018	Source: EPA, Region 5
Date Data Arrived at EDR: 05/18/2018	Telephone: 312-886-7439
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 04/12/2018	Source: EPA Region 10
Date Data Arrived at EDR: 05/18/2018	Telephone: 206-553-2857
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 04/10/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/18/2018	Telephone: 415-972-3372
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 04/25/2018	Source: EPA Region 8
Date Data Arrived at EDR: 05/18/2018	Telephone: 303-312-6271
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 05/08/2018	Source: EPA Region 4
Date Data Arrived at EDR: 05/18/2018	Telephone: 404-562-8677
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/05/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 04/01/2018	Source: EPA Region 6
Date Data Arrived at EDR: 05/18/2018	Telephone: 214-665-6597
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

State and tribal registered storage tank lists

FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 05/15/2017	Source: FEMA
Date Data Arrived at EDR: 05/30/2017	Telephone: 202-646-5797
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 01/08/2019
Number of Days to Update: 136	Next Scheduled EDR Contact: 04/22/2019
	Data Release Frequency: Varies

UST: Underground Storage Tank Database

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 10/10/2018	Source: Department of Ecology
Date Data Arrived at EDR: 10/12/2018	Telephone: 360-407-7183
Date Made Active in Reports: 11/27/2018	Last EDR Contact: 02/11/2019
Number of Days to Update: 46	Next Scheduled EDR Contact: 05/27/2019
	Data Release Frequency: Quarterly

AST: Aboveground Storage Tank Locations

A listing of aboveground storage tank locations regulated by the Department of Ecology's Spill Prevention, Preparedness and Response Program.

Date of Government Version: 12/14/2015	Source: Department of Ecology
Date Data Arrived at EDR: 02/02/2016	Telephone: 360-407-7562
Date Made Active in Reports: 05/03/2016	Last EDR Contact: 01/28/2019
Number of Days to Update: 91	Next Scheduled EDR Contact: 05/11/2019
	Data Release Frequency: Varies

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 04/13/2018	Source: EPA, Region 1
Date Data Arrived at EDR: 05/18/2018	Telephone: 617-918-1313
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 05/08/2018	Source: EPA Region 4
Date Data Arrived at EDR: 05/18/2018	Telephone: 404-562-9424
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/05/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 04/12/2018	Source: EPA Region 5
Date Data Arrived at EDR: 05/18/2018	Telephone: 312-886-6136
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 04/01/2018	Source: EPA Region 6
Date Data Arrived at EDR: 05/18/2018	Telephone: 214-665-7591
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 04/24/2018	Source: EPA Region 7
Date Data Arrived at EDR: 05/18/2018	Telephone: 913-551-7003
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 04/25/2018	Source: EPA Region 8
Date Data Arrived at EDR: 05/18/2018	Telephone: 303-312-6137
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 04/10/2018	Source: EPA Region 9
Date Data Arrived at EDR: 05/18/2018	Telephone: 415-972-3368
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 04/12/2018	Source: EPA Region 10
Date Data Arrived at EDR: 05/18/2018	Telephone: 206-553-2857
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

State and tribal institutional control / engineering control registries

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INST CONTROL: Institutional Control Site List
Sites that have institutional controls.

Date of Government Version: 10/16/2018
Date Data Arrived at EDR: 10/18/2018
Date Made Active in Reports: 11/27/2018
Number of Days to Update: 40

Source: Department of Ecology
Telephone: 360-407-7170
Last EDR Contact: 01/16/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Quarterly

State and tribal voluntary cleanup sites

INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27

Source: EPA, Region 7
Telephone: 913-551-7365
Last EDR Contact: 04/20/2009
Next Scheduled EDR Contact: 07/20/2009
Data Release Frequency: Varies

VCP: Voluntary Cleanup Program Sites

Sites that have entered either the Voluntary Cleanup Program or its predecessor Independent Remedial Action Program.

Date of Government Version: 10/16/2018
Date Data Arrived at EDR: 10/18/2018
Date Made Active in Reports: 11/28/2018
Number of Days to Update: 41

Source: Department of Ecology
Telephone: 360-407-7200
Last EDR Contact: 01/16/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Varies

ICR: Independent Cleanup Reports

These are remedial action reports Ecology has received from either the owner or operator of the sites. These actions have been conducted without department oversight or approval and are not under an order or decree. This database is no longer updated by the Department of Ecology.

Date of Government Version: 12/01/2002
Date Data Arrived at EDR: 01/03/2003
Date Made Active in Reports: 01/22/2003
Number of Days to Update: 19

Source: Department of Ecology
Telephone: 360-407-7200
Last EDR Contact: 08/10/2009
Next Scheduled EDR Contact: 11/09/2009
Data Release Frequency: No Update Planned

INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015
Date Data Arrived at EDR: 09/29/2015
Date Made Active in Reports: 02/18/2016
Number of Days to Update: 142

Source: EPA, Region 1
Telephone: 617-918-1102
Last EDR Contact: 12/19/2018
Next Scheduled EDR Contact: 04/08/2019
Data Release Frequency: Varies

PTAP: PTAP Site Listing

A list of sites accepted into the Petroleum Technical Assistance Program. The Petroleum Technical Assistance Program (PTAP) expands the state's ability to respond to the high customer demand to clean up petroleum contaminated sites. Under the PTAP, the Pollution Liability Insurance Agency (PLIA) may provide informal site-specific technical consultations and issue written opinion letters to persons conducting independent remedial actions at qualifying petroleum cleanup sites. PLIA may provide these services under the authority of RCW 70.149.040(9) and the Model Toxics Control Act (MTCA), Chapter 70.149 RCW and Chapter 173-340 WAC.

Date of Government Version: 11/12/2018
Date Data Arrived at EDR: 11/15/2018
Date Made Active in Reports: 01/30/2019
Number of Days to Update: 76

Source: Department of Ecology
Telephone: 360-407-0515
Last EDR Contact: 02/14/2019
Next Scheduled EDR Contact: 05/27/2019
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

State and tribal Brownfields sites

BROWNFIELDS: Brownfields Sites Listing

A listing of brownfields sites included in the Confirmed & Suspected Sites Listing. Brownfields are abandoned, idle or underused commercial or industrial properties, where the expansion or redevelopment is hindered by real or perceived contamination. Brownfields vary in size, location, age, and past use -- they can be anything from a five-hundred acre automobile assembly plant to a small, abandoned corner gas station.

Date of Government Version: 10/16/2018
Date Data Arrived at EDR: 10/18/2018
Date Made Active in Reports: 11/27/2018
Number of Days to Update: 40

Source: Department of Ecology
Telephone: 360-725-4030
Last EDR Contact: 01/16/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Quarterly

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 12/17/2018
Date Data Arrived at EDR: 12/18/2018
Date Made Active in Reports: 01/11/2019
Number of Days to Update: 24

Source: Environmental Protection Agency
Telephone: 202-566-2777
Last EDR Contact: 03/19/2019
Next Scheduled EDR Contact: 07/01/2019
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

SWTIRE: Solid Waste Tire Facilities

This study identified sites statewide with unauthorized accumulations of scrap tires.

Date of Government Version: 11/01/2005
Date Data Arrived at EDR: 03/16/2006
Date Made Active in Reports: 04/13/2006
Number of Days to Update: 28

Source: Department of Ecology
Telephone: N/A
Last EDR Contact: 09/08/2017
Next Scheduled EDR Contact: 12/18/2017
Data Release Frequency: Varies

SWRCY: Recycling Facility List

A listing of recycling center locations.

Date of Government Version: 10/25/2018
Date Data Arrived at EDR: 10/30/2018
Date Made Active in Reports: 11/27/2018
Number of Days to Update: 28

Source: Department of Ecology
Telephone: 360-407-6105
Last EDR Contact: 01/22/2019
Next Scheduled EDR Contact: 05/06/2019
Data Release Frequency: Varies

SWTIRE 2: Solid Waste Tire Facilities 2 solid waste tire piles

Date of Government Version: 06/20/2017
Date Data Arrived at EDR: 06/23/2017
Date Made Active in Reports: 05/30/2018
Number of Days to Update: 341

Source: Department of Ecology
Telephone: 425-649-7104
Last EDR Contact: 03/20/2019
Next Scheduled EDR Contact: 06/16/2019
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 01/29/2019
Next Scheduled EDR Contact: 05/13/2019
Data Release Frequency: Varies

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137

Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 01/17/2019
Next Scheduled EDR Contact: 05/06/2019
Data Release Frequency: No Update Planned

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014
Date Data Arrived at EDR: 08/06/2014
Date Made Active in Reports: 01/29/2015
Number of Days to Update: 176

Source: Department of Health & Human Services, Indian Health Service
Telephone: 301-443-1452
Last EDR Contact: 02/01/2019
Next Scheduled EDR Contact: 05/13/2019
Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 09/21/2018
Date Data Arrived at EDR: 09/21/2018
Date Made Active in Reports: 11/09/2018
Number of Days to Update: 49

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 02/21/2019
Next Scheduled EDR Contact: 06/10/2019
Data Release Frequency: No Update Planned

ALLSITES: Facility/Site Identification System Listing

Information on facilities and sites of interest to the Department of Ecology.

Date of Government Version: 10/30/2018
Date Data Arrived at EDR: 11/01/2018
Date Made Active in Reports: 11/27/2018
Number of Days to Update: 26

Source: Department of Ecology
Telephone: 360-407-6423
Last EDR Contact: 01/28/2019
Next Scheduled EDR Contact: 05/11/2019
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

CDL: Clandestine Drug Lab Contaminated Site List

Illegal methamphetamine labs use hazardous chemicals that create public health hazards. Chemicals and residues can cause burns, respiratory and neurological damage, and death. Biological hazards associated with intravenous needles, feces, and blood also pose health risks.

Date of Government Version: 08/08/2018	Source: Department of Health
Date Data Arrived at EDR: 11/14/2018	Telephone: 360-236-3380
Date Made Active in Reports: 12/21/2018	Last EDR Contact: 02/04/2019
Number of Days to Update: 37	Next Scheduled EDR Contact: 05/20/2019
	Data Release Frequency: Varies

HIST CDL: List of Sites Contaminated by Clandestine Drug Labs

This listing of contaminated sites by Clandestine Drug Labs includes non-remediated properties. The current CDL listing does not. This listing is no longer updated by the state agency.

Date of Government Version: 02/08/2007	Source: Department of Health
Date Data Arrived at EDR: 06/26/2007	Telephone: 360-236-3381
Date Made Active in Reports: 07/19/2007	Last EDR Contact: 06/02/2008
Number of Days to Update: 23	Next Scheduled EDR Contact: 09/01/2008
	Data Release Frequency: No Update Planned

CSCSL NFA: Confirmed and Contaminated Sites - No Further Action

This report contains information about sites that are undergoing cleanup and sites that are awaiting further investigation and/or cleanup. Sites on the Hazardous Sites List (see above) are included in this data set.

Date of Government Version: 10/16/2018	Source: Department of Ecology
Date Data Arrived at EDR: 10/18/2018	Telephone: 360-407-7170
Date Made Active in Reports: 11/27/2018	Last EDR Contact: 01/16/2019
Number of Days to Update: 40	Next Scheduled EDR Contact: 04/29/2019
	Data Release Frequency: Quarterly

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 09/21/2018	Source: Drug Enforcement Administration
Date Data Arrived at EDR: 09/21/2018	Telephone: 202-307-1000
Date Made Active in Reports: 11/09/2018	Last EDR Contact: 02/21/2019
Number of Days to Update: 49	Next Scheduled EDR Contact: 06/10/2019
	Data Release Frequency: Quarterly

Local Land Records

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 03/11/2019	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/14/2019	Telephone: 202-564-6023
Date Made Active in Reports: 03/21/2019	Last EDR Contact: 03/14/2019
Number of Days to Update: 7	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 02/08/2019	Source: U.S. Department of Transportation
Date Data Arrived at EDR: 02/08/2019	Telephone: 202-366-4555
Date Made Active in Reports: 03/21/2019	Last EDR Contact: 02/08/2019
Number of Days to Update: 41	Next Scheduled EDR Contact: 04/08/2019
	Data Release Frequency: Quarterly

SPILLS: Reported Spills

Spills reported to the Spill Prevention, Preparedness and Response Division.

Date of Government Version: 12/17/2018	Source: Department of Ecology
Date Data Arrived at EDR: 12/19/2018	Telephone: 360-407-6950
Date Made Active in Reports: 02/12/2019	Last EDR Contact: 03/04/2019
Number of Days to Update: 55	Next Scheduled EDR Contact: 06/17/2019
	Data Release Frequency: Semi-Annually

SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 05/23/2006	Source: FirstSearch
Date Data Arrived at EDR: 01/03/2013	Telephone: N/A
Date Made Active in Reports: 03/06/2013	Last EDR Contact: 01/03/2013
Number of Days to Update: 62	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 03/01/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/28/2018	Telephone: (206) 553-1200
Date Made Active in Reports: 06/22/2018	Last EDR Contact: 12/03/2018
Number of Days to Update: 86	Next Scheduled EDR Contact: 04/08/2019
	Data Release Frequency: Quarterly

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 01/31/2015	Source: U.S. Army Corps of Engineers
Date Data Arrived at EDR: 07/08/2015	Telephone: 202-528-4285
Date Made Active in Reports: 10/13/2015	Last EDR Contact: 03/20/2019
Number of Days to Update: 97	Next Scheduled EDR Contact: 06/03/2019
	Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005	Source: USGS
Date Data Arrived at EDR: 11/10/2006	Telephone: 888-275-8747
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 01/11/2019
Number of Days to Update: 62	Next Scheduled EDR Contact: 04/22/2019
	Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 12/31/2005	Source: U.S. Geological Survey
Date Data Arrived at EDR: 02/06/2006	Telephone: 888-275-8747
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 01/11/2019
Number of Days to Update: 339	Next Scheduled EDR Contact: 04/22/2019
	Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 01/01/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/03/2017	Telephone: 615-532-8599
Date Made Active in Reports: 04/07/2017	Last EDR Contact: 02/15/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/27/2019
	Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 01/31/2019	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/04/2019	Telephone: 202-566-1917
Date Made Active in Reports: 03/08/2019	Last EDR Contact: 02/04/2019
Number of Days to Update: 32	Next Scheduled EDR Contact: 04/08/2019
	Data Release Frequency: Quarterly

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/21/2014	Telephone: 617-520-3000
Date Made Active in Reports: 06/17/2014	Last EDR Contact: 02/08/2019
Number of Days to Update: 88	Next Scheduled EDR Contact: 05/20/2019
	Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 09/30/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/08/2018	Telephone: 703-308-4044
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 02/08/2019
Number of Days to Update: 73	Next Scheduled EDR Contact: 05/20/2019
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016
Date Data Arrived at EDR: 06/21/2017
Date Made Active in Reports: 01/05/2018
Number of Days to Update: 198

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 12/21/2018
Next Scheduled EDR Contact: 04/01/2019
Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2016
Date Data Arrived at EDR: 01/10/2018
Date Made Active in Reports: 01/12/2018
Number of Days to Update: 2

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 02/20/2019
Next Scheduled EDR Contact: 06/03/2019
Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 12/10/2010
Date Made Active in Reports: 02/25/2011
Number of Days to Update: 77

Source: EPA
Telephone: 202-564-4203
Last EDR Contact: 01/25/2019
Next Scheduled EDR Contact: 05/06/2019
Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 12/12/2018
Date Data Arrived at EDR: 12/28/2018
Date Made Active in Reports: 01/11/2019
Number of Days to Update: 14

Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 03/14/2019
Next Scheduled EDR Contact: 06/17/2019
Data Release Frequency: Annually

RMP: Risk Management Plans

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 02/01/2019	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/14/2019	Telephone: 202-564-8600
Date Made Active in Reports: 03/21/2019	Last EDR Contact: 01/22/2019
Number of Days to Update: 35	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995	Source: EPA
Date Data Arrived at EDR: 07/03/1995	Telephone: 202-564-4104
Date Made Active in Reports: 08/07/1995	Last EDR Contact: 06/02/2008
Number of Days to Update: 35	Next Scheduled EDR Contact: 09/01/2008
	Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 08/13/2018	Source: EPA
Date Data Arrived at EDR: 10/04/2018	Telephone: 202-564-6023
Date Made Active in Reports: 11/09/2018	Last EDR Contact: 03/14/2019
Number of Days to Update: 36	Next Scheduled EDR Contact: 05/20/2019
	Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 09/14/2018	Source: EPA
Date Data Arrived at EDR: 10/11/2018	Telephone: 202-566-0500
Date Made Active in Reports: 12/07/2018	Last EDR Contact: 01/11/2019
Number of Days to Update: 57	Next Scheduled EDR Contact: 04/22/2019
	Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/23/2016	Telephone: 202-564-2501
Date Made Active in Reports: 02/10/2017	Last EDR Contact: 01/07/2019
Number of Days to Update: 79	Next Scheduled EDR Contact: 04/22/2019
	Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: Quarterly

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: Quarterly

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 08/30/2016
Date Data Arrived at EDR: 09/08/2016
Date Made Active in Reports: 10/21/2016
Number of Days to Update: 43

Source: Nuclear Regulatory Commission
Telephone: 301-415-7169
Last EDR Contact: 01/22/2019
Next Scheduled EDR Contact: 05/06/2019
Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 08/07/2009
Date Made Active in Reports: 10/22/2009
Number of Days to Update: 76

Source: Department of Energy
Telephone: 202-586-8719
Last EDR Contact: 03/07/2019
Next Scheduled EDR Contact: 06/17/2019
Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 07/01/2014
Date Data Arrived at EDR: 09/10/2014
Date Made Active in Reports: 10/20/2014
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: N/A
Last EDR Contact: 03/05/2019
Next Scheduled EDR Contact: 06/17/2019
Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 05/24/2017
Date Data Arrived at EDR: 11/30/2017
Date Made Active in Reports: 12/15/2017
Number of Days to Update: 15

Source: Environmental Protection Agency
Telephone: 202-566-0517
Last EDR Contact: 01/25/2019
Next Scheduled EDR Contact: 05/06/2019
Data Release Frequency: Varies

RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 01/02/2019
Date Data Arrived at EDR: 01/03/2019
Date Made Active in Reports: 03/15/2019
Number of Days to Update: 71

Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 01/03/2019
Next Scheduled EDR Contact: 04/15/2019
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 12/03/2018
Date Data Arrived at EDR: 01/29/2019
Date Made Active in Reports: 03/21/2019
Number of Days to Update: 51

Source: Department of Transportation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 01/29/2019
Next Scheduled EDR Contact: 05/11/2019
Data Release Frequency: Quarterly

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 02/11/2019
Date Made Active in Reports: 03/21/2019
Number of Days to Update: 38

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 01/07/2019
Next Scheduled EDR Contact: 04/22/2019
Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2015
Date Data Arrived at EDR: 02/22/2017
Date Made Active in Reports: 09/28/2017
Number of Days to Update: 218

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 02/13/2019
Next Scheduled EDR Contact: 06/03/2019
Data Release Frequency: Biennially

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 07/14/2015
Date Made Active in Reports: 01/10/2017
Number of Days to Update: 546

Source: USGS
Telephone: 202-208-3710
Last EDR Contact: 01/07/2019
Next Scheduled EDR Contact: 04/22/2019
Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 08/08/2017
Date Data Arrived at EDR: 09/11/2018
Date Made Active in Reports: 09/14/2018
Number of Days to Update: 3

Source: Department of Energy
Telephone: 202-586-3559
Last EDR Contact: 01/31/2019
Next Scheduled EDR Contact: 05/20/2019
Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 06/23/2017
Date Data Arrived at EDR: 10/11/2017
Date Made Active in Reports: 11/03/2017
Number of Days to Update: 23

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 02/22/2019
Next Scheduled EDR Contact: 06/03/2019
Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 03/11/2019
Date Data Arrived at EDR: 03/14/2019
Date Made Active in Reports: 03/21/2019
Number of Days to Update: 7

Source: Environmental Protection Agency
Telephone: 703-603-8787
Last EDR Contact: 03/14/2019
Next Scheduled EDR Contact: 04/15/2019
Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001
Date Data Arrived at EDR: 10/27/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 36

Source: American Journal of Public Health
Telephone: 703-305-6451
Last EDR Contact: 12/02/2009
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data A listing of minor source facilities.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 08/01/2018
Date Data Arrived at EDR: 08/29/2018
Date Made Active in Reports: 10/05/2018
Number of Days to Update: 37

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 02/27/2019
Next Scheduled EDR Contact: 06/10/2019
Data Release Frequency: Semi-Annually

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 12/05/2005
Date Data Arrived at EDR: 02/29/2008
Date Made Active in Reports: 04/18/2008
Number of Days to Update: 49

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 03/01/2019
Next Scheduled EDR Contact: 06/10/2019
Data Release Frequency: Varies

US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011
Date Data Arrived at EDR: 06/08/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 97

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 03/01/2019
Next Scheduled EDR Contact: 06/10/2019
Data Release Frequency: Varies

ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/11/2018
Date Made Active in Reports: 09/14/2018
Number of Days to Update: 3

Source: Department of Interior
Telephone: 202-208-2609
Last EDR Contact: 03/21/2019
Next Scheduled EDR Contact: 06/24/2019
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 02/15/2019	Source: EPA
Date Data Arrived at EDR: 03/05/2019	Telephone: (206) 553-1200
Date Made Active in Reports: 03/15/2019	Last EDR Contact: 03/05/2019
Number of Days to Update: 10	Next Scheduled EDR Contact: 06/17/2019
	Data Release Frequency: Quarterly

UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 09/30/2017	Source: Department of Defense
Date Data Arrived at EDR: 06/19/2018	Telephone: 703-704-1564
Date Made Active in Reports: 09/14/2018	Last EDR Contact: 01/14/2019
Number of Days to Update: 87	Next Scheduled EDR Contact: 04/29/2019
	Data Release Frequency: Varies

DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 05/31/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 07/26/2018	Telephone: 202-564-0527
Date Made Active in Reports: 10/05/2018	Last EDR Contact: 03/01/2019
Number of Days to Update: 71	Next Scheduled EDR Contact: 06/10/2019
	Data Release Frequency: Varies

ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 09/02/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 09/05/2018	Telephone: 202-564-2280
Date Made Active in Reports: 09/14/2018	Last EDR Contact: 03/05/2019
Number of Days to Update: 9	Next Scheduled EDR Contact: 06/17/2019
	Data Release Frequency: Quarterly

FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 08/22/2018	Source: EPA
Date Data Arrived at EDR: 08/22/2018	Telephone: 800-385-6164
Date Made Active in Reports: 10/05/2018	Last EDR Contact: 02/21/2019
Number of Days to Update: 44	Next Scheduled EDR Contact: 06/03/2019
	Data Release Frequency: Quarterly

AIRS (EMI): Washington Emissions Data System

Emissions inventory data.

Date of Government Version: 04/23/2018	Source: Department of Ecology
Date Data Arrived at EDR: 04/25/2018	Telephone: 360-407-6040
Date Made Active in Reports: 06/04/2018	Last EDR Contact: 02/25/2019
Number of Days to Update: 40	Next Scheduled EDR Contact: 04/01/2019
	Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

ASBESTOS: Asbestos Notification Listing Asbestos sites

Date of Government Version: 12/10/2018
Date Data Arrived at EDR: 12/18/2018
Date Made Active in Reports: 02/12/2019
Number of Days to Update: 56

Source: Department of Labor & Industries
Telephone: 360-902-6209
Last EDR Contact: 02/19/2019
Next Scheduled EDR Contact: 06/03/2019
Data Release Frequency: Varies

COAL ASH: Coal Ash Disposal Site Listing A listing of coal ash disposal site locations.

Date of Government Version: 12/07/2018
Date Data Arrived at EDR: 12/11/2018
Date Made Active in Reports: 02/12/2019
Number of Days to Update: 63

Source: Department of Ecology
Telephone: 360-407-6933
Last EDR Contact: 03/04/2019
Next Scheduled EDR Contact: 06/17/2019
Data Release Frequency: Varies

DRYCLEANERS: Drycleaner List

A listing of registered drycleaners who registered with the Department of Ecology (using the SIC code of 7215 and 7216) as hazardous waste generators.

Date of Government Version: 10/24/2018
Date Data Arrived at EDR: 10/25/2018
Date Made Active in Reports: 11/27/2018
Number of Days to Update: 33

Source: Department of Ecology
Telephone: 360-407-6732
Last EDR Contact: 01/14/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Varies

Financial Assurance 1: Financial Assurance Information Listing

A listing of financial assurance information for underground storage tank facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 11/27/2018
Date Data Arrived at EDR: 11/30/2018
Date Made Active in Reports: 01/30/2019
Number of Days to Update: 61

Source: Department of Ecology
Telephone: 360-586-1060
Last EDR Contact: 02/25/2019
Next Scheduled EDR Contact: 06/10/2019
Data Release Frequency: No Update Planned

Financial Assurance 2: Financial Assurance Information Listing

A listing of financial assurance information for hazardous waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 11/16/2018
Date Data Arrived at EDR: 11/19/2018
Date Made Active in Reports: 01/30/2019
Number of Days to Update: 72

Source: Department of Ecology
Telephone: 360-407-6754
Last EDR Contact: 02/11/2019
Next Scheduled EDR Contact: 05/27/2019
Data Release Frequency: Varies

Financial Assurance 3: Financial Assurance Information Listing

A listing of financial assurance information for solid waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 11/15/2017
Date Data Arrived at EDR: 11/20/2017
Date Made Active in Reports: 01/04/2018
Number of Days to Update: 45

Source: Department of Ecology
Telephone: 360-407-6136
Last EDR Contact: 02/11/2019
Next Scheduled EDR Contact: 05/27/2019
Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INACTIVE DRYCLEANERS: Inactive Drycleaners

A listing of inactive drycleaner facility locations.

Date of Government Version: 10/24/2018
Date Data Arrived at EDR: 10/25/2018
Date Made Active in Reports: 11/27/2018
Number of Days to Update: 33

Source: Department of Ecology
Telephone: 360-407-6732
Last EDR Contact: 01/14/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Annually

WA MANIFEST: Hazardous Waste Manifest Data

Hazardous waste manifest information.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 04/25/2018
Date Made Active in Reports: 06/04/2018
Number of Days to Update: 40

Source: Department of Ecology
Telephone: N/A
Last EDR Contact: 03/18/2019
Next Scheduled EDR Contact: 07/01/2019
Data Release Frequency: Annually

NPDES: Water Quality Permit System Data

A listing of permitted wastewater facilities.

Date of Government Version: 07/16/2018
Date Data Arrived at EDR: 07/20/2018
Date Made Active in Reports: 09/06/2018
Number of Days to Update: 48

Source: Department of Ecology
Telephone: 360-407-6073
Last EDR Contact: 03/08/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Quarterly

UIC: Underground Injection Wells Listing

A listing of underground injection wells.

Date of Government Version: 10/16/2018
Date Data Arrived at EDR: 10/18/2018
Date Made Active in Reports: 11/27/2018
Number of Days to Update: 40

Source: Department of Ecology
Telephone: 360-407-6143
Last EDR Contact: 01/16/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Quarterly

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historical Auto Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Ecology in Washington.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/24/2013
Number of Days to Update: 176

Source: Department of Ecology
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Ecology in Washington.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/10/2014
Number of Days to Update: 193

Source: Department of Ecology
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Ecology in Washington.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/24/2013
Number of Days to Update: 176

Source: Department of Ecology
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

COUNTY RECORDS

KING COUNTY:

LF KING: Abandoned Landfill Study in King County

The King County Abandoned Landfill Survey was conducted from October through December 1984 by the Health Department's Environmental Health Division at the request of the King County Council. The primary objective of the survey was to determine if any public health problems existed at the predetermined 24 sites.

Date of Government Version: 04/30/1985

Date Data Arrived at EDR: 11/07/1994

Date Made Active in Reports: N/A

Number of Days to Update: 0

Source: Seattle-King County Department of Public Health

Telephone: 206-296-4785

Last EDR Contact: 10/21/1994

Next Scheduled EDR Contact: N/A

Data Release Frequency: No Update Planned

SEATTLE COUNTY:

LF SEATTLE CITY: Abandoned Landfill Study in the City of Seattle

The Seattle Abandoned Landfill Survey was conducted in June and July of 1984 by the Health Department's Environmental Health Division at the request of the Mayor's Office. The primary objective of the survey was to determine if any public health problems existed at the predetermined 12 sites.

Date of Government Version: 07/30/1984

Date Data Arrived at EDR: 11/07/1994

Date Made Active in Reports: N/A

Number of Days to Update: 0

Source: Seattle - King County Department of Public Health

Telephone: 206-296-4785

Last EDR Contact: 10/21/1994

Next Scheduled EDR Contact: N/A

Data Release Frequency: No Update Planned

SEATTLE/KING COUNTY:

LF SEATTLE/KING: Seattle - King County Abandoned Landfill Toxicity / Hazard Assessment Project

This report presents the Seattle-King County Health Department's follow-up investigation of two city owned and four county owned abandoned landfills which was conducted from February to December 1986.

Date of Government Version: 12/31/1986

Date Data Arrived at EDR: 08/18/1995

Date Made Active in Reports: 09/20/1995

Number of Days to Update: 33

Source: Department of Public Health

Telephone: 206-296-4785

Last EDR Contact: 08/14/1995

Next Scheduled EDR Contact: N/A

Data Release Frequency: No Update Planned

SNOHOMISH COUNTY:

LF SNOHOMISH: Solid Waste Sites of Record at Snohomish Health District

Solid waste disposal and/or utilization sites in Snohomish County.

Date of Government Version: 11/16/2011

Date Data Arrived at EDR: 03/29/2012

Date Made Active in Reports: 05/03/2012

Number of Days to Update: 35

Source: Snohomish Health District

Telephone: 206-339-5250

Last EDR Contact: 12/21/2018

Next Scheduled EDR Contact: 04/01/2019

Data Release Frequency: Semi-Annually

TACOMA/PIERCE COUNTY:

LF TACOMA/PIERCE: Closed Landfill Survey

Following numerous requests for information about closed dumpsites and landfills in Pierce County, the Tacoma-Pierce County Health Department decided to conduct a study on the matter. The aim of the study was to evaluate public health risks associated with the closed dumpsites and landfills, and to determine the need, if any, for further investigations of a more detailed nature. The sites represent all of the known dumpsites and landfills closed after 1950.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 09/01/2002
Date Data Arrived at EDR: 03/24/2003
Date Made Active in Reports: 05/14/2003
Number of Days to Update: 51

Source: Tacoma-Pierce County Health Department
Telephone: 206-591-6500
Last EDR Contact: 03/19/2003
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 02/11/2019
Date Data Arrived at EDR: 02/12/2019
Date Made Active in Reports: 03/04/2019
Number of Days to Update: 20

Source: Department of Energy & Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 02/12/2019
Next Scheduled EDR Contact: 05/27/2019
Data Release Frequency: No Update Planned

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 01/01/2019
Date Data Arrived at EDR: 01/30/2019
Date Made Active in Reports: 02/14/2019
Number of Days to Update: 15

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 01/30/2019
Next Scheduled EDR Contact: 05/11/2019
Data Release Frequency: Quarterly

PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 10/23/2018
Date Made Active in Reports: 11/27/2018
Number of Days to Update: 35

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 01/11/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Annually

WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 06/15/2018
Date Made Active in Reports: 07/09/2018
Number of Days to Update: 24

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 03/11/2019
Next Scheduled EDR Contact: 06/24/2019
Data Release Frequency: Annually

Oil/Gas Pipelines

Source: PennWell Corporation

Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

Electric Power Transmission Line Data

Source: PennWell Corporation

This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:

Source: American Hospital Association, Inc.

Telephone: 312-280-5991

The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services

Telephone: 410-786-3000

A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes

Source: National Institutes of Health

Telephone: 301-594-6248

Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Daycare Center Listing

Source: Department of Social & Health Services

Telephone: 253-383-1735

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetland Inventory

Source: Department of Ecology

Telephone: 360-407-6121

Current USGS 7.5 Minute Topographic Map

Source: U.S. Geological Survey

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

STREET AND ADDRESS INFORMATION

© 2015 TomTom North America, Inc. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned by or licensed to Tele Atlas North America, Inc. The use of this material is subject to the terms of a license agreement. You will be held liable for any unauthorized copying or disclosure of this material.

GEOCHECK[®] - PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

HORN RAPIDS GOLF COURSE
2800 CLUBHOUSE LANE
RICHLAND, WA 99354

TARGET PROPERTY COORDINATES

Latitude (North):	46.322227 - 46° 19' 20.02"
Longitude (West):	119.320834 - 119° 19' 15.00"
Universal Transverse Mercator:	Zone 11
UTM X (Meters):	321335.2
UTM Y (Meters):	5132249.5
Elevation:	395 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map:	6004525 RICHLAND, WA
Version Date:	2014

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

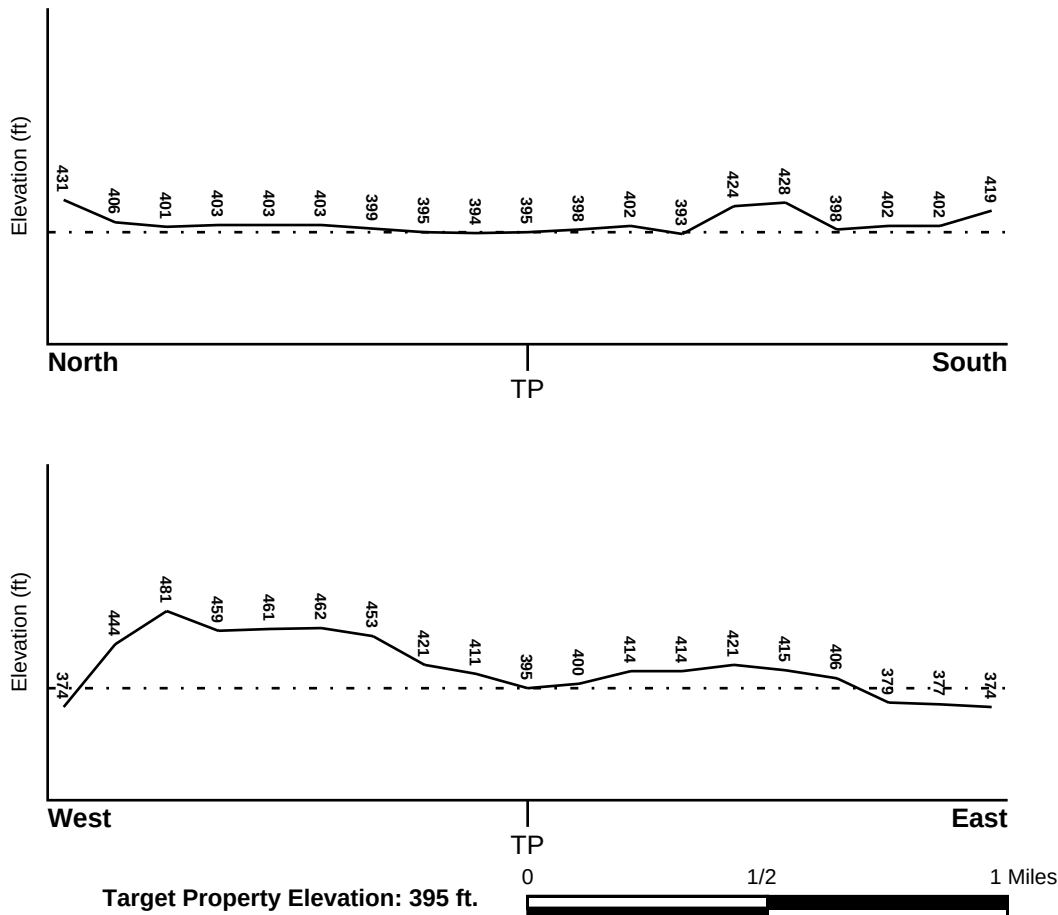
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General ENE

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

<u>Flood Plain Panel at Target Property</u>	<u>FEMA Source Type</u>
5355330010E	FEMA Q3 Flood data
<u>Additional Panels in search area:</u>	<u>FEMA Source Type</u>
5355330005E	FEMA Q3 Flood data
5302370455B	FEMA Q3 Flood data
5300140001B	FEMA Q3 Flood data
5302370465B	FEMA Q3 Flood data

NATIONAL WETLAND INVENTORY

<u>NWI Quad at Target Property</u>	<u>NWI Electronic Data Coverage</u>
RICHLAND	YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Site-Specific Hydrogeological Data*:

Search Radius:	1.25 miles
Status:	Not found

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

<u>MAP ID</u>	<u>LOCATION FROM TP</u>	<u>GENERAL DIRECTION GROUNDWATER FLOW</u>
Not Reported		

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

Era: Cenozoic
System: Quaternary
Series: Quaternary
Code: Q (decoded above as Era, System & Series)

GEOLOGIC AGE IDENTIFICATION

Category: Stratified Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps. The following information is based on Soil Conservation Service STATSGO data.

Soil Component Name: KENNEWICK

Soil Surface Texture: silt loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained. Soils have intermediate water holding capacity. Depth to water table is more than 6 feet.

Hydric Status: Soil does not meet the requirements for a hydric soil.

Corrosion Potential - Uncoated Steel: HIGH

Depth to Bedrock Min: > 60 inches

Depth to Bedrock Max: > 60 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Permeability Rate (in/hr)	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	12 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 2.00 Min: 0.60	Max: 8.40 Min: 7.40
2	12 inches	60 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 0.60 Min: 0.20	Max: 9.00 Min: 7.90

OTHER SOIL TYPES IN AREA

Based on Soil Conservation Service STATSGO data, the following additional subordinant soil types may appear within the general area of target property.

Soil Surface Textures: very stony - silt loam
fine sandy loam
loamy fine sand
fine sand
stony - fine sandy loam

Surficial Soil Types: very stony - silt loam
fine sandy loam
loamy fine sand
fine sand
stony - fine sandy loam

Shallow Soil Types: fine sandy loam
loamy fine sand
very fine sandy loam
fine sand

Deeper Soil Types: very gravelly - fine sandy loam
extremely cobbly - loam
stratified
very cobbly - loamy sand
extremely gravelly - sand
unweathered bedrock
indurated

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

WELL SEARCH DISTANCE INFORMATION

<u>DATABASE</u>	<u>SEARCH DISTANCE (miles)</u>
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 0.001 miles
State Database	1.000

FEDERAL USGS WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
18	USGS40001215388	1/2 - 1 Mile East
L154	USGS40001215403	1/2 - 1 Mile East
172	USGS40001215062	1/2 - 1 Mile South

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No PWS System Found		

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
1	WALOG1000128714	1/8 - 1/4 Mile NE
2	WALOG1000133480	1/4 - 1/2 Mile WNW
A3	WALOG1000638445	1/4 - 1/2 Mile NNW
A4	WALOG1000638469	1/4 - 1/2 Mile NNW
B5	WALOG1000588650	1/4 - 1/2 Mile WSW
B6	WALOG1000588649	1/4 - 1/2 Mile WSW
B7	WALOG1000588652	1/4 - 1/2 Mile WSW
B8	WALOG1000588655	1/4 - 1/2 Mile WSW
B9	WALOG1000588653	1/4 - 1/2 Mile WSW
C10	WALOG1000227256	1/4 - 1/2 Mile SSW
C11	WALOG1000559940	1/4 - 1/2 Mile SSW
12	WALOG1000277322	1/4 - 1/2 Mile NNE
13	WALOG1000132499	1/4 - 1/2 Mile SSE
D14	WALOG1000132497	1/4 - 1/2 Mile ESE
D15	WALOG1000638379	1/4 - 1/2 Mile ESE
D16	WALOG1000638425	1/4 - 1/2 Mile ESE
17	WALOG1000131147	1/2 - 1 Mile NE
E19	WALOG1000638438	1/2 - 1 Mile South
E20	WALOG1000638462	1/2 - 1 Mile South
F21	WA1100000003041	1/2 - 1 Mile West
F22	WA1100000003128	1/2 - 1 Mile West
F23	WA1100000003127	1/2 - 1 Mile West
24	WALOG1000134523	1/2 - 1 Mile WNW

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
G25	WALOG1000130103	1/2 - 1 Mile SSW
G26	WALOG1000130102	1/2 - 1 Mile SSW
G27	WALOG1000230835	1/2 - 1 Mile SSW
G28	WALOG1000229933	1/2 - 1 Mile SSW
H29	WALOG1000135881	1/2 - 1 Mile ESE
H30	WALOG1000638401	1/2 - 1 Mile ESE
H31	WALOG1000638443	1/2 - 1 Mile ESE
I32	WALOG1000758060	1/2 - 1 Mile NNE
I33	WALOG1000758061	1/2 - 1 Mile NNE
I34	WALOG1000758053	1/2 - 1 Mile NNE
I35	WALOG1000758054	1/2 - 1 Mile NNE
I36	WALOG1000758052	1/2 - 1 Mile NNE
I37	WALOG1000758066	1/2 - 1 Mile NNE
38	WALOG1000132501	1/2 - 1 Mile South
39	WALOG1000131011	1/2 - 1 Mile South
J40	WALOG1000132500	1/2 - 1 Mile SE
J41	WALOG1000136267	1/2 - 1 Mile SE
J42	WALOG1000292020	1/2 - 1 Mile SE
K43	WALOG1000591220	1/2 - 1 Mile East
K44	WALOG1000591221	1/2 - 1 Mile East
K45	WALOG1000591222	1/2 - 1 Mile East
K46	WALOG1000591217	1/2 - 1 Mile East
K47	WALOG1000591218	1/2 - 1 Mile East
K48	WALOG1000591219	1/2 - 1 Mile East
K49	WALOG1000591223	1/2 - 1 Mile East
K50	WALOG1000591227	1/2 - 1 Mile East
K51	WALOG1000591228	1/2 - 1 Mile East
K52	WALOG1000591229	1/2 - 1 Mile East
K53	WALOG1000591224	1/2 - 1 Mile East
K54	WALOG1000591225	1/2 - 1 Mile East
K55	WALOG1000591226	1/2 - 1 Mile East
K56	WALOG1000591207	1/2 - 1 Mile East
K57	WALOG1000591208	1/2 - 1 Mile East
K58	WALOG1000591209	1/2 - 1 Mile East
K59	WALOG1000591204	1/2 - 1 Mile East
K60	WALOG1000591205	1/2 - 1 Mile East
K61	WALOG1000591206	1/2 - 1 Mile East
K62	WALOG1000591210	1/2 - 1 Mile East
K63	WALOG1000591214	1/2 - 1 Mile East
K64	WALOG1000591215	1/2 - 1 Mile East
K65	WALOG1000591216	1/2 - 1 Mile East
K66	WALOG1000591211	1/2 - 1 Mile East
K67	WALOG1000591212	1/2 - 1 Mile East
K68	WALOG1000591213	1/2 - 1 Mile East
K69	WALOG1000591246	1/2 - 1 Mile East
K70	WALOG1000591247	1/2 - 1 Mile East
K71	WALOG1000591248	1/2 - 1 Mile East
K72	WALOG1000591243	1/2 - 1 Mile East
K73	WALOG1000591244	1/2 - 1 Mile East
K74	WALOG1000591245	1/2 - 1 Mile East
K75	WALOG1000591249	1/2 - 1 Mile East
K76	WALOG1000591253	1/2 - 1 Mile East

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

STATE DATABASE WELL INFORMATION

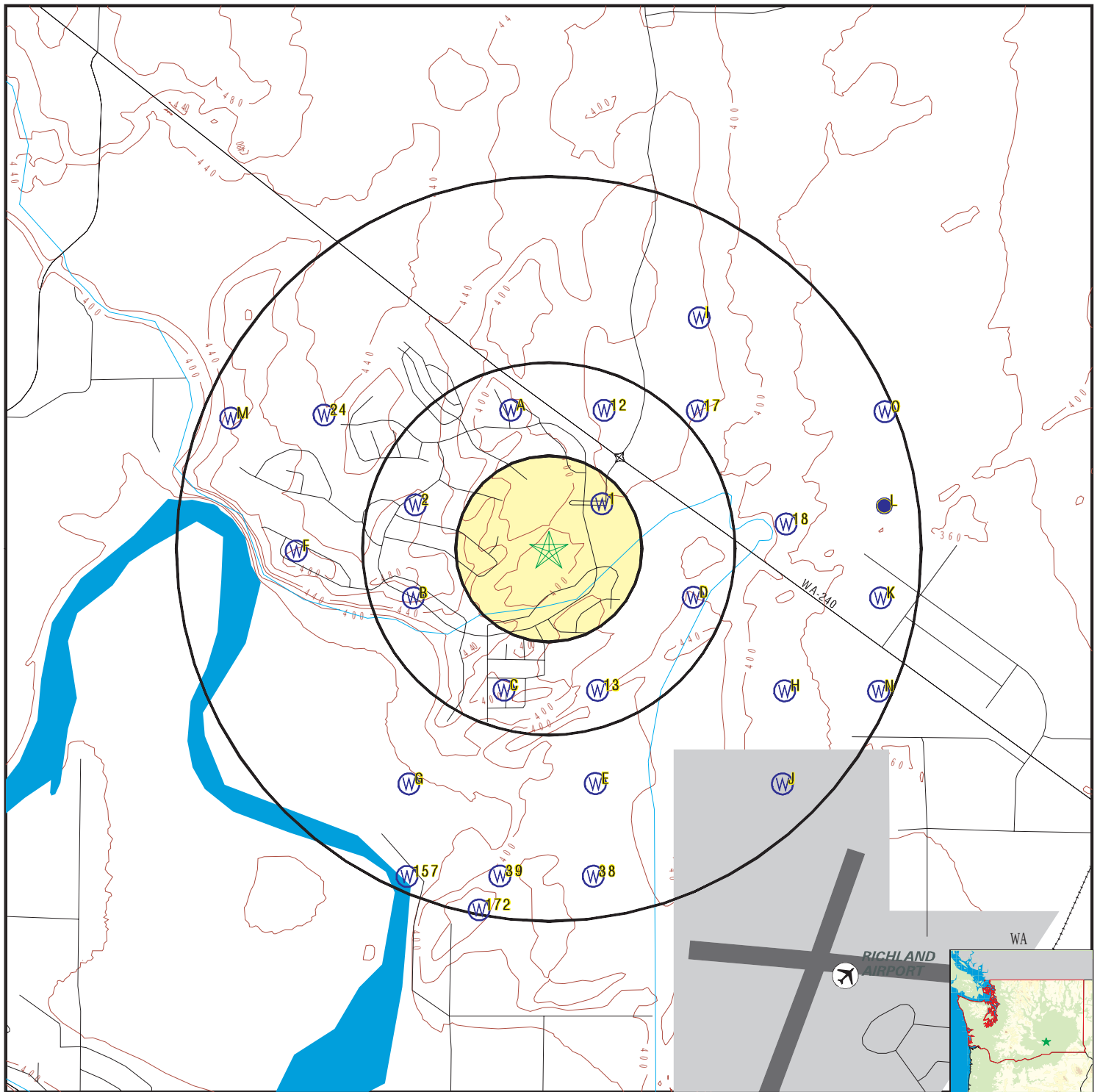
MAP ID	WELL ID	LOCATION FROM TP
K77	WALOG1000591254	1/2 - 1 Mile East
K78	WALOG1000591255	1/2 - 1 Mile East
K79	WALOG1000591250	1/2 - 1 Mile East
K80	WALOG1000591251	1/2 - 1 Mile East
K81	WALOG1000591252	1/2 - 1 Mile East
K82	WALOG1000591233	1/2 - 1 Mile East
K83	WALOG1000591234	1/2 - 1 Mile East
K84	WALOG1000591235	1/2 - 1 Mile East
K85	WALOG1000591230	1/2 - 1 Mile East
K86	WALOG1000591231	1/2 - 1 Mile East
K87	WALOG1000591232	1/2 - 1 Mile East
K88	WALOG1000591236	1/2 - 1 Mile East
K89	WALOG1000591240	1/2 - 1 Mile East
K90	WALOG1000591241	1/2 - 1 Mile East
K91	WALOG1000591242	1/2 - 1 Mile East
K92	WALOG1000591237	1/2 - 1 Mile East
K93	WALOG1000591238	1/2 - 1 Mile East
K94	WALOG1000591239	1/2 - 1 Mile East
K95	WALOG1000591203	1/2 - 1 Mile East
K96	WALOG1000591166	1/2 - 1 Mile East
K97	WALOG1000591167	1/2 - 1 Mile East
K98	WALOG1000591168	1/2 - 1 Mile East
K99	WALOG1000588134	1/2 - 1 Mile East
K100	WALOG1000588135	1/2 - 1 Mile East
K101	WALOG1000588136	1/2 - 1 Mile East
K102	WALOG1000591169	1/2 - 1 Mile East
K103	WALOG1000591173	1/2 - 1 Mile East
K104	WALOG1000591174	1/2 - 1 Mile East
K105	WALOG1000591175	1/2 - 1 Mile East
K106	WALOG1000591170	1/2 - 1 Mile East
K107	WALOG1000591171	1/2 - 1 Mile East
K108	WALOG1000591172	1/2 - 1 Mile East
K109	WALOG1000588133	1/2 - 1 Mile East
K110	WALOG1000588122	1/2 - 1 Mile East
K111	WALOG1000588123	1/2 - 1 Mile East
K112	WALOG1000588124	1/2 - 1 Mile East
K113	WALOG1000584801	1/2 - 1 Mile East
K114	WALOG1000588120	1/2 - 1 Mile East
K115	WALOG1000588121	1/2 - 1 Mile East
K116	WALOG1000588125	1/2 - 1 Mile East
K117	WALOG1000588130	1/2 - 1 Mile East
K118	WALOG1000588131	1/2 - 1 Mile East
K119	WALOG1000588132	1/2 - 1 Mile East
K120	WALOG1000588126	1/2 - 1 Mile East
K121	WALOG1000588127	1/2 - 1 Mile East
K122	WALOG1000588129	1/2 - 1 Mile East
K123	WALOG1000591193	1/2 - 1 Mile East
K124	WALOG1000591194	1/2 - 1 Mile East
K125	WALOG1000591195	1/2 - 1 Mile East
K126	WALOG1000591190	1/2 - 1 Mile East
K127	WALOG1000591191	1/2 - 1 Mile East
K128	WALOG1000591192	1/2 - 1 Mile East

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
K129	WALOG1000591196	1/2 - 1 Mile East
K130	WALOG1000591200	1/2 - 1 Mile East
K131	WALOG1000591201	1/2 - 1 Mile East
K132	WALOG1000591202	1/2 - 1 Mile East
K133	WALOG1000591197	1/2 - 1 Mile East
K134	WALOG1000591198	1/2 - 1 Mile East
K135	WALOG1000591199	1/2 - 1 Mile East
K136	WALOG1000591189	1/2 - 1 Mile East
K137	WALOG1000591179	1/2 - 1 Mile East
K138	WALOG1000591180	1/2 - 1 Mile East
K139	WALOG1000591181	1/2 - 1 Mile East
K140	WALOG1000591176	1/2 - 1 Mile East
K141	WALOG1000591177	1/2 - 1 Mile East
K142	WALOG1000591178	1/2 - 1 Mile East
K143	WALOG1000591182	1/2 - 1 Mile East
K144	WALOG1000591186	1/2 - 1 Mile East
K145	WALOG1000591187	1/2 - 1 Mile East
K146	WALOG1000591188	1/2 - 1 Mile East
K147	WALOG1000591183	1/2 - 1 Mile East
K148	WALOG1000591184	1/2 - 1 Mile East
K149	WALOG1000591185	1/2 - 1 Mile East
L150	WALOG1000584863	1/2 - 1 Mile East
L151	WALOG1000584885	1/2 - 1 Mile East
L152	WALOG1000131015	1/2 - 1 Mile East
L153	WALOG1000584886	1/2 - 1 Mile East
M155	WALOG1000769625	1/2 - 1 Mile WNW
M156	WALOG1000227173	1/2 - 1 Mile WNW
157	WALOG1000584746	1/2 - 1 Mile SSW
N158	WALOG1000181895	1/2 - 1 Mile ESE
N159	WALOG1000181896	1/2 - 1 Mile ESE
N160	WALOG1000181894	1/2 - 1 Mile ESE
N161	WALOG1000132498	1/2 - 1 Mile ESE
N162	WALOG1000134485	1/2 - 1 Mile ESE
N163	WALOG1000181897	1/2 - 1 Mile ESE
N164	WALOG1000769620	1/2 - 1 Mile ESE
N165	WALOG1000769621	1/2 - 1 Mile ESE
N166	WALOG1000638461	1/2 - 1 Mile ESE
N167	WALOG1000298913	1/2 - 1 Mile ESE
N168	WALOG1000638459	1/2 - 1 Mile ESE
O169	WALOG1000584888	1/2 - 1 Mile ENE
O170	WALOG1000584887	1/2 - 1 Mile ENE
O171	WALOG1000584884	1/2 - 1 Mile ENE

PHYSICAL SETTING SOURCE MAP - 5599400.2s



- County Boundary
- Major Roads
- Contour Lines
- Airports
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons

- Groundwater Flow Direction
- Indeterminate Groundwater Flow at Location
- Groundwater Flow Varies at Location
- Closest Hydrogeological Data
- Oil, gas or related wells

SITE NAME: Horn Rapids Golf Course
 ADDRESS: 2800 Clubhouse Lane
 Richland WA 99354
 LAT/LONG: 46.322227 / 119.320834

CLIENT: Blue Mountain Env. Cons. Inc.
 CONTACT: Yancy Meyer
 INQUIRY #: 5599400.2s
 DATE: March 22, 2019 10:37 pm

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

1
NE
1/8 - 1/4 Mile
Higher

WA WELLS WALOG1000128714

Database:	Ecology Well Logs	Well Log ID:	138173
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	22-JUN-93
Diameter:	8	Casing Depth:	50
Well Completion:	09-JUN-93	Well Owner:	COLUMBIA TRIANGLE VENTURES
Well Type:	Resource Protection	Driller #:	1827
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

2
WNW
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000133480

Database:	Ecology Well Logs	Well Log ID:	143474
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	09-JAN-89
Diameter:	6	Casing Depth:	48
Well Completion:	10-NOV-88	Well Owner:	MR RIGBY
Well Type:	Water	Driller #:	0483
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

A3
NNW
1/4 - 1/2 Mile
Lower

WA WELLS WALOG1000638445

Database:	Ecology Well Logs	Well Log ID:	942225
Well Tag:	Not Reported	Project Tag:	FAE
Notice of Intent #:	SE52894	Date Received:	22-OCT-14
Diameter:	6	Casing Depth:	17
Well Completion:	10-OCT-14	Well Owner:	ConAgra Foods Lamb Weston
Well Type:	Resource Protection	Driller #:	3162
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

A4
NNW
1/4 - 1/2 Mile
Lower

WA WELLS WALOG1000638469

Database:	Ecology Well Logs	Well Log ID:	942250
Well Tag:	Not Reported	Project Tag:	FAE
Notice of Intent #:	AE29149	Date Received:	22-OCT-14
Diameter:	6	Casing Depth:	17

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion:	10-OCT-14	Well Owner:	ConAgra Foods Lamb Weston
Well Type:	Decommissioning	Driller #:	3162
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

B5
WSW
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000588650

Database:	Ecology Well Logs	Well Log ID:	853402
Well Tag:	BBJ935	Project Tag:	Not Reported
Notice of Intent #:	GE00416	Date Received:	01-APR-13
Diameter:	5	Casing Depth:	181
Well Completion:	20-MAR-13	Well Owner:	Jessica Morales Sun River Electric
Well Type:	Resource Protection	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

B6
WSW
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000588649

Database:	Ecology Well Logs	Well Log ID:	853401
Well Tag:	BBJ936	Project Tag:	Not Reported
Notice of Intent #:	GE00416	Date Received:	01-APR-13
Diameter:	5	Casing Depth:	181
Well Completion:	20-MAR-13	Well Owner:	Jessica Morales Sun River Electric
Well Type:	Resource Protection	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

B7
WSW
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000588652

Database:	Ecology Well Logs	Well Log ID:	853406
Well Tag:	BBJ934	Project Tag:	Not Reported
Notice of Intent #:	GE00416	Date Received:	01-APR-13
Diameter:	5	Casing Depth:	181
Well Completion:	20-MAR-13	Well Owner:	Jessica Morales Sun River Electric
Well Type:	Resource Protection	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

B8
WSW
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000588655

Database:	Ecology Well Logs	Well Log ID:	853411
Well Tag:	BBJ932	Project Tag:	Not Reported
Notice of Intent #:	GE00416	Date Received:	01-APR-13
Diameter:	5	Casing Depth:	181
Well Completion:	20-MAR-13	Well Owner:	Jessica Morales Sun River Electric
Well Type:	Resource Protection	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

B9
WSW
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000588653

Database:	Ecology Well Logs	Well Log ID:	853408
Well Tag:	BBJ933	Project Tag:	Not Reported
Notice of Intent #:	GE00416	Date Received:	01-APR-13
Diameter:	5	Casing Depth:	181
Well Completion:	20-MAR-13	Well Owner:	Jessica Morales Sun River Electric
Well Type:	Resource Protection	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

C10
SSW
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000227256

Database:	Ecology Well Logs	Well Log ID:	296530
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	13-OCT-88
Diameter:	6	Casing Depth:	60
Well Completion:	20-DEC-87	Well Owner:	JOHN RECTOR
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

C11
SSW
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000559940

Database:	Ecology Well Logs	Well Log ID:	795169
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	13-OCT-88
Diameter:	6	Casing Depth:	60

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 21-DEC-87
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: JOHN RECTOR
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

12
NNE
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000277322

Database: Ecology Well Logs
Well Tag: ACF340
Notice of Intent #: R027254
Diameter: 0
Well Completion: 06-JUN-97
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 354665
Project Tag: Not Reported
Date Received: 15-JUL-99
Casing Depth: 60
Well Owner: OREGON METALLURGICAL CORP
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

13
SSE
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000132499

Database: Ecology Well Logs
Well Tag: BIF504
Notice of Intent #: Not Reported
Diameter: 8
Well Completion: 21-OCT-92
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 142379
Project Tag: Not Reported
Date Received: 12-NOV-92
Casing Depth: 34
Well Owner: LAMB/WESTON
Driller #: 1827
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

D14
ESE
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000132497

Database: Ecology Well Logs
Well Tag: BIF506
Notice of Intent #: Not Reported
Diameter: 8
Well Completion: 27-OCT-92
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 142377
Project Tag: Not Reported
Date Received: 12-NOV-92
Casing Depth: 61
Well Owner: LAMB/WESTON
Driller #: 1827
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

D15
ESE
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000638379

Database:	Ecology Well Logs	Well Log ID:	942129
Well Tag:	Not Reported	Project Tag:	P2
Notice of Intent #:	SE52900	Date Received:	22-OCT-14
Diameter:	6	Casing Depth:	72
Well Completion:	10-OCT-14	Well Owner:	ConAgra Foods Lamb Weston
Well Type:	Resource Protection	Driller #:	3162
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Applicable	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

D16
ESE
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000638425

Database:	Ecology Well Logs	Well Log ID:	942204
Well Tag:	Not Reported	Project Tag:	P2
Notice of Intent #:	AE29155	Date Received:	22-OCT-14
Diameter:	6	Casing Depth:	72
Well Completion:	10-OCT-14	Well Owner:	ConAgra Foods Lamb Weston
Well Type:	Decommisioning	Driller #:	3162
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

17
NE
1/2 - 1 Mile
Higher

WA WELLS WALOG1000131147

Database:	Ecology Well Logs	Well Log ID:	140903
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	22-OCT-92
Diameter:	2	Casing Depth:	25
Well Completion:	28-SEP-92	Well Owner:	INTERSTATE NUCLEAR SERVICES
Well Type:	Water	Driller #:	1847
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

18
East
1/2 - 1 Mile
Lower

FED USGS USGS40001215388

Organization ID:	USGS-WA		
Organization Name:	USGS Washington Water Science Center		
Monitor Location:	10N/28E-28H01	Type:	Well
Description:	Not Reported	HUC:	17030003

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Drainage Area: Not Reported
Contrib Drainage Area: Not Reported
Aquifer: Not Reported
Aquifer Type: Not Reported
Well Depth: Not Reported
Well Hole Depth: Not Reported

Drainage Area Units: Not Reported
Contrib Drainage Area Units: Not Reported
Formation Type: Not Reported
Construction Date: 19490201
Well Depth Units: Not Reported
Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 1
Feet below surface: 14.94
Note: Not Reported

Level reading date: 1949-02-01
Feet to sea level: Not Reported

E19 South 1/2 - 1 Mile Higher

WA WELLS WALOG1000638438

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: AE29154
Diameter: 6
Well Completion: 10-OCT-14
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 942218
Project Tag: P1NE
Date Received: 22-OCT-14
Casing Depth: 58
Well Owner: ConAgra Foods Lamb Weston
Driller #: 3162
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

E20 South 1/2 - 1 Mile Higher

WA WELLS WALOG1000638462

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: SE52899
Diameter: 6
Well Completion: 10-OCT-14
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Applicable
Well Test: Not Reported

Well Log ID: 942243
Project Tag: P1NE
Date Received: 22-OCT-14
Casing Depth: 58
Well Owner: ConAgra Foods Lamb Weston
Driller #: 3162
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

F21 West 1/2 - 1 Mile Higher

WA WELLS WA1100000003041

Database: Water Wells
Source #: 01
Source Status: Inactive
Source Use: Permanent
Date Source Inactive: 04/01/1986
Well Depth: 38
System Name: RIGBY, MARRINER #1
System Type: Community Water System
Total Population Served: 23
PWS Status: Inactive

PWS ID: 04171
Source Name: Well 01
Source Type: Ground Water - Well
Date Source Effective: 01/01/1970
Water Resource Inventory Area: Lower Yakima
Source Susceptibility: Not Reported
Public Water System Group: A
Full Time Res Pop: 23
Total Connections: 10
Residential Connections: 10

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

DOE Well Tag:	Not Reported	Capacity (GPM):	150
Influenced by Droughts:	Not Reported	Influenced by Flooding:	Not Reported
Influenced by Surface Water:	U		

F22
West
1/2 - 1 Mile
Higher

WA WELLS WA1100000003128

Database:	Water Wells	PWS ID:	04178
Source #:	02	Source Name:	Lourie Rigby Well
Source Status:	Inactive	Source Type:	Ground Water - Well
Source Use:	Permanent	Date Source Effective:	01/01/1970
Date Source Inactive:	03/24/2003	Water Resource Inventory Area:	Lower Yakima
Well Depth:	30	Source Susceptibility:	Not Reported
System Name:	RIGBY, MARRINER WATER SYSTEM		
Public Water System Group:	B	System Type:	Group B Water System
Full Time Res Pop:	20	Total Population Served:	20
Total Connections:	8	PWS Status:	Inactive
Residential Connections:	8	DOE Well Tag:	Not Reported
Capacity (GPM):	50	Influenced by Droughts:	Not Reported
Influenced by Flooding:	Not Reported	Influenced by Surface Water:	U

F23
West
1/2 - 1 Mile
Higher

WA WELLS WA1100000003127

Database:	Water Wells	PWS ID:	04178
Source #:	01	Source Name:	Carolyn Rigby Well
Source Status:	Inactive	Source Type:	Ground Water - Well
Source Use:	Permanent	Date Source Effective:	01/01/1970
Date Source Inactive:	03/24/2003	Water Resource Inventory Area:	Lower Yakima
Well Depth:	35	Source Susceptibility:	Not Reported
System Name:	RIGBY, MARRINER WATER SYSTEM		
Public Water System Group:	B	System Type:	Group B Water System
Full Time Res Pop:	20	Total Population Served:	20
Total Connections:	8	PWS Status:	Inactive
Residential Connections:	8	DOE Well Tag:	Not Reported
Capacity (GPM):	60	Influenced by Droughts:	Not Reported
Influenced by Flooding:	Not Reported	Influenced by Surface Water:	U

24
WNW
1/2 - 1 Mile
Higher

WA WELLS WALOG1000134523

Database:	Ecology Well Logs	Well Log ID:	144651
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	20-JUN-91
Diameter:	6	Casing Depth:	40
Well Completion:	04-MAY-91	Well Owner:	RIGBY
Well Type:	Water	Driller #:	0483
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

G25
SSW
1/2 - 1 Mile
Lower

WA WELLS WALOG1000130103

Database:	Ecology Well Logs	Well Log ID:	139728
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	20-APR-93
Diameter:	16	Casing Depth:	20
Well Completion:	30-MAR-93	Well Owner:	EVERGREEN MOBILE COMPANY
Well Type:	Water	Driller #:	1030
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

G26
SSW
1/2 - 1 Mile
Lower

WA WELLS WALOG1000130102

Database:	Ecology Well Logs	Well Log ID:	139727
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	A021002	Date Received:	11-AUG-93
Diameter:	16	Casing Depth:	16
Well Completion:	29-JUL-93	Well Owner:	Evergreen Mobile Company
Well Type:	Decommisioning	Driller #:	2109
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

G27
SSW
1/2 - 1 Mile
Lower

WA WELLS WALOG1000230835

Database:	Ecology Well Logs	Well Log ID:	303391
Well Tag:	AGB035	Project Tag:	Not Reported
Notice of Intent #:	W136628	Date Received:	29-AUG-01
Diameter:	6	Casing Depth:	160
Well Completion:	22-AUG-01	Well Owner:	JOHN GEETING
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

G28
SSW
1/2 - 1 Mile
Lower

WA WELLS WALOG1000229933

Database:	Ecology Well Logs	Well Log ID:	302467
Well Tag:	AGB008	Project Tag:	Not Reported
Notice of Intent #:	W114897	Date Received:	28-APR-01
Diameter:	6	Casing Depth:	365

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 20-APR-01
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: ROGER DOWLE
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

H29
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000135881

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: Not Reported
Diameter: 6
Well Completion: 01-JUN-93
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 146198
Project Tag: Not Reported
Date Received: 28-JUN-93
Casing Depth: 89
Well Owner: VAIL MAXWEELL
Driller #: 0483
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

H30
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000638401

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: SE52901
Diameter: 6
Well Completion: 10-OCT-14
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Applicable
Well Test: Not Reported

Well Log ID: 942163
Project Tag: FBW
Date Received: 22-OCT-14
Casing Depth: 43
Well Owner: ConAgra Foods Lamb Weston
Driller #: 3162
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

H31
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000638443

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: AE29156
Diameter: 6
Well Completion: 10-OCT-14
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 942223
Project Tag: FBW
Date Received: 22-OCT-14
Casing Depth: 43
Well Owner: ConAgra Foods Lamb Weston
Driller #: 3162
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

I32
NNE
1/2 - 1 Mile
Higher

WA WELLS WALOG1000758060

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: SE59661
Diameter: 8
Well Completion: 16-SEP-16
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Applicable
Well Test: Not Reported

Well Log ID: 1615895
Project Tag: Hole 1
Date Received: 21-FEB-17
Casing Depth: 50
Well Owner: City of Richland
Driller #: 3075
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

I33
NNE
1/2 - 1 Mile
Higher

WA WELLS WALOG1000758061

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: AE39369
Diameter: 8
Well Completion: 16-SEP-16
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 1615896
Project Tag: Hole 2
Date Received: 21-FEB-17
Casing Depth: 50
Well Owner: City of Richland
Driller #: 3075
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

I34
NNE
1/2 - 1 Mile
Higher

WA WELLS WALOG1000758053

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: AE39369
Diameter: 8
Well Completion: 16-SEP-16
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 1615888
Project Tag: Hole 1
Date Received: 21-FEB-17
Casing Depth: 50
Well Owner: City of Richland
Driller #: 3075
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

I35
NNE
1/2 - 1 Mile
Higher

WA WELLS WALOG1000758054

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: AE39369
Diameter: 8

Well Log ID: 1615889
Project Tag: Hole 3
Date Received: 21-FEB-17
Casing Depth: 50

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion:	16-SEP-16	Well Owner:	City of Richland
Well Type:	Decommissioning	Driller #:	3075
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

I36
NNE
1/2 - 1 Mile
Higher

WA WELLS WALOG1000758052

Database:	Ecology Well Logs	Well Log ID:	1615887
Well Tag:	Not Reported	Project Tag:	Hole 3
Notice of Intent #:	SE59661	Date Received:	21-FEB-17
Diameter:	8	Casing Depth:	50
Well Completion:	16-SEP-16	Well Owner:	City of Richland
Well Type:	Resource Protection	Driller #:	3075
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Applicable	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

I37
NNE
1/2 - 1 Mile
Higher

WA WELLS WALOG1000758066

Database:	Ecology Well Logs	Well Log ID:	1615901
Well Tag:	Not Reported	Project Tag:	Hole 2
Notice of Intent #:	SE59661	Date Received:	21-FEB-17
Diameter:	8	Casing Depth:	50
Well Completion:	16-SEP-16	Well Owner:	City of Richland
Well Type:	Resource Protection	Driller #:	3075
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Applicable	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

38
South
1/2 - 1 Mile
Higher

WA WELLS WALOG1000132501

Database:	Ecology Well Logs	Well Log ID:	142381
Well Tag:	BIF507	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	12-NOV-92
Diameter:	8	Casing Depth:	80
Well Completion:	27-OCT-92	Well Owner:	LAMB/WESTON
Well Type:	Resource Protection	Driller #:	1827
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

39
South
1/2 - 1 Mile
Higher

WA WELLS WALOG1000131011

Database:	Ecology Well Logs	Well Log ID:	140741
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	11-JUL-80
Diameter:	6	Casing Depth:	130
Well Completion:	24-FEB-78	Well Owner:	HERBERT N PEDERSON
Well Type:	Water	Driller #:	0176
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

J40
SE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000132500

Database:	Ecology Well Logs	Well Log ID:	142380
Well Tag:	BIF508	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	12-NOV-92
Diameter:	8	Casing Depth:	30
Well Completion:	23-OCT-92	Well Owner:	LAMB/WESTON
Well Type:	Resource Protection	Driller #:	1827
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

J41
SE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000136267

Database:	Ecology Well Logs	Well Log ID:	146647
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	23-MAY-88
Diameter:	6	Casing Depth:	205
Well Completion:	15-MAY-88	Well Owner:	WILLIAM BALLARD
Well Type:	Water	Driller #:	0483
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

J42
SE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000292020

Database:	Ecology Well Logs	Well Log ID:	372414
Well Tag:	AKH909	Project Tag:	Not Reported
Notice of Intent #:	W170309	Date Received:	26-NOV-03
Diameter:	6	Casing Depth:	365

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 19-JUL-03
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: DON KLAGES
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K43
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591220

Database: Ecology Well Logs
Well Tag: BHT635
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 18-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858556
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 28.3
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K44
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591221

Database: Ecology Well Logs
Well Tag: BHT634
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 15-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858558
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K45
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591222

Database: Ecology Well Logs
Well Tag: BHT633
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 19-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858560
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 21.3
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K46
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591217

Database: Ecology Well Logs
Well Tag: BHT638
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 19-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858550
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K47
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591218

Database: Ecology Well Logs
Well Tag: BHT637
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 18-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858552
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 25.7
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K48
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591219

Database: Ecology Well Logs
Well Tag: BHT636
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 18-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858554
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 25.3
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K49
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591223

Database: Ecology Well Logs
Well Tag: BHT632
Notice of Intent #: DE01227
Diameter: 16

Well Log ID: 858562
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22.7

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 14-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K50
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591227

Database: Ecology Well Logs
Well Tag: BHT628
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 13-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858569
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 23
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K51
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591228

Database: Ecology Well Logs
Well Tag: BHT627
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 13-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858571
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 28.5
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K52
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591229

Database: Ecology Well Logs
Well Tag: BHT626
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 12-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858573
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 23.4
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K53
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591224

Database: Ecology Well Logs
Well Tag: BHT631
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 14-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858564
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 23.8
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K54
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591225

Database: Ecology Well Logs
Well Tag: BHT630
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 14-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858565
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K55
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591226

Database: Ecology Well Logs
Well Tag: BHT629
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 13-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858567
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K56
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591207

Database: Ecology Well Logs
Well Tag: BHT648
Notice of Intent #: DE01227
Diameter: 16

Well Log ID: 858530
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 21-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K57
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591208

Database: Ecology Well Logs
Well Tag: BHT647
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 21-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858532
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 21.7
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K58
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591209

Database: Ecology Well Logs
Well Tag: BHT646
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 21-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858534
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22.2
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K59
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591204

Database: Ecology Well Logs
Well Tag: BHT651
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 21-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858524
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 15.8
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K60
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591205

Database:	Ecology Well Logs	Well Log ID:	858526
Well Tag:	BHT650	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	16	Casing Depth:	22.4
Well Completion:	22-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K61
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591206

Database:	Ecology Well Logs	Well Log ID:	858528
Well Tag:	BHT649	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	12	Casing Depth:	17.5
Well Completion:	21-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K62
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591210

Database:	Ecology Well Logs	Well Log ID:	858536
Well Tag:	BHT645	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	16	Casing Depth:	24.4
Well Completion:	21-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K63
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591214

Database:	Ecology Well Logs	Well Log ID:	858544
Well Tag:	BHT641	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	16	Casing Depth:	23

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 20-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K64 East 1/2 - 1 Mile Lower

WA WELLS WALOG1000591215

Database: Ecology Well Logs
Well Tag: BHT640
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 19-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858546
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24.6
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K65 East 1/2 - 1 Mile Lower

WA WELLS WALOG1000591216

Database: Ecology Well Logs
Well Tag: BHT639
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 19-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858548
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 25.3
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K66 East 1/2 - 1 Mile Lower

WA WELLS WALOG1000591211

Database: Ecology Well Logs
Well Tag: BHT644
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 20-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858538
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 20
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K67
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591212

Database: Ecology Well Logs
Well Tag: BHT643
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 20-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858540
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 19.5
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K68
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591213

Database: Ecology Well Logs
Well Tag: BHT642
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 20-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858542
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 23.2
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K69
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591246

Database: Ecology Well Logs
Well Tag: BHT609
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 05-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858607
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24.9
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K70
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591247

Database: Ecology Well Logs
Well Tag: BHT608
Notice of Intent #: DE01227
Diameter: 12

Well Log ID: 858609
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22.8

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 05-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K71
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591248

Database: Ecology Well Logs
Well Tag: BHT607
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 05-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858611
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24.6
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K72
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591243

Database: Ecology Well Logs
Well Tag: BHT612
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 06-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858601
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 21.7
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K73
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591244

Database: Ecology Well Logs
Well Tag: BHT611
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 06-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858603
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K74
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591245

Database: Ecology Well Logs
Well Tag: BHT610
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 06-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858605
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22.7
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K75
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591249

Database: Ecology Well Logs
Well Tag: BHT606
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 05-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858613
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24.3
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K76
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591253

Database: Ecology Well Logs
Well Tag: BHT602
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 04-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858621
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 12.8
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K77
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591254

Database: Ecology Well Logs
Well Tag: BHT601
Notice of Intent #: DE01227
Diameter: 12

Well Log ID: 858623
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 21.6

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 04-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K78
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591255

Database: Ecology Well Logs
Well Tag: BHT662
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 23-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858624
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 19
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K79
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591250

Database: Ecology Well Logs
Well Tag: BHT605
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 05-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858615
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 20.5
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K80
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591251

Database: Ecology Well Logs
Well Tag: BHT604
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 04-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858617
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 18.3
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K81
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591252

Database: Ecology Well Logs
Well Tag: BHT603
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 04-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858619
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 18.2
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K82
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591233

Database: Ecology Well Logs
Well Tag: BHT622
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 08-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858581
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 21.3
Well Owner: City Of Richland
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K83
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591234

Database: Ecology Well Logs
Well Tag: BHT621
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 07-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858583
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 21.5
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K84
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591235

Database: Ecology Well Logs
Well Tag: BHT620
Notice of Intent #: DE01227
Diameter: 12

Well Log ID: 858585
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 15.4

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 07-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K85
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591230

Database: Ecology Well Logs
Well Tag: BHT625
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 11-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858575
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22.7
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K86
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591231

Database: Ecology Well Logs
Well Tag: BHT623
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 13-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858577
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 25
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K87
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591232

Database: Ecology Well Logs
Well Tag: BHT624
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 13-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858579
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22.8
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K88
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591236

Database: Ecology Well Logs
Well Tag: BHT619
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 07-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858587
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 14.6
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K89
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591240

Database: Ecology Well Logs
Well Tag: BHT615
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 06-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858595
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 25
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K90
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591241

Database: Ecology Well Logs
Well Tag: BHT614
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 06-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858597
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K91
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591242

Database: Ecology Well Logs
Well Tag: BHT613
Notice of Intent #: DE01227
Diameter: 12

Well Log ID: 858599
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 20.1

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 06-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K92
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591237

Database: Ecology Well Logs
Well Tag: BHT618
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 07-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858589
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 16.4
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K93
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591238

Database: Ecology Well Logs
Well Tag: BHT617
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 07-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858591
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 12
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K94
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591239

Database: Ecology Well Logs
Well Tag: BHT616
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 06-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858593
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 23
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K95
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591203

Database:	Ecology Well Logs	Well Log ID:	858522
Well Tag:	BHT652	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	16	Casing Depth:	20
Well Completion:	22-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K96
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591166

Database:	Ecology Well Logs	Well Log ID:	858449
Well Tag:	BHT690	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	16	Casing Depth:	15.5
Well Completion:	26-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K97
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591167

Database:	Ecology Well Logs	Well Log ID:	858451
Well Tag:	BHT689	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	16	Casing Depth:	17
Well Completion:	26-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K98
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591168

Database:	Ecology Well Logs	Well Log ID:	858453
Well Tag:	BHT688	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	16	Casing Depth:	18.8

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K99
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588134

Database: Ecology Well Logs
Well Tag: BHT607
Notice of Intent #: A307001
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 852413
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24.6
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K100
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588135

Database: Ecology Well Logs
Well Tag: BHT606
Notice of Intent #: A307001
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 852415
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24.3
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K101
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588136

Database: Ecology Well Logs
Well Tag: BHT613
Notice of Intent #: A307001
Diameter: 16
Well Completion: 22-FEB-13
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 852416
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 20.1
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K102
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591169

Database: Ecology Well Logs
Well Tag: BHT687
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858455
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 21.6
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K103
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591173

Database: Ecology Well Logs
Well Tag: BHT683
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858463
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 18.8
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K104
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591174

Database: Ecology Well Logs
Well Tag: BHT682
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858465
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 18.8
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K105
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591175

Database: Ecology Well Logs
Well Tag: BHT681
Notice of Intent #: DE01227
Diameter: 16

Well Log ID: 858467
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 20.7

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K106
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591170

Database: Ecology Well Logs
Well Tag: BHT686
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858457
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 18
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K107
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591171

Database: Ecology Well Logs
Well Tag: BHT685
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858459
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 16.4
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K108
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591172

Database: Ecology Well Logs
Well Tag: BHT684
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858461
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 20.3
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K109
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588133

Database: Ecology Well Logs
Well Tag: BHT608
Notice of Intent #: A307001
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 852411
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22.8
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K110
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588122

Database: Ecology Well Logs
Well Tag: BHT619
Notice of Intent #: A307001
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 852389
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 14.6
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K111
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588123

Database: Ecology Well Logs
Well Tag: BHT618
Notice of Intent #: A307001
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 852391
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 16.4
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K112
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588124

Database: Ecology Well Logs
Well Tag: BHT617
Notice of Intent #: A307001
Diameter: 12

Well Log ID: 852393
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 12

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion:	22-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Decommissioning	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K113
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000584801

Database:	Ecology Well Logs	Well Log ID:	845463
Well Tag:	ALJ245	Project Tag:	Not Reported
Notice of Intent #:	RE06952	Date Received:	07-JAN-13
Diameter:	8.5	Casing Depth:	15
Well Completion:	11-APR-12	Well Owner:	City of Richland
Well Type:	Resource Protection	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K114
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588120

Database:	Ecology Well Logs	Well Log ID:	852386
Well Tag:	BHT621	Project Tag:	Not Reported
Notice of Intent #:	A307001	Date Received:	04-MAR-13
Diameter:	12	Casing Depth:	21.5
Well Completion:	22-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Decommissioning	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K115
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588121

Database:	Ecology Well Logs	Well Log ID:	852387
Well Tag:	BHT620	Project Tag:	Not Reported
Notice of Intent #:	A307001	Date Received:	04-MAR-13
Diameter:	12	Casing Depth:	15.4
Well Completion:	22-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Decommissioning	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K116
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588125

Database: Ecology Well Logs
Well Tag: BHT616
Notice of Intent #: A307001
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 852395
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22.4
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K117
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588130

Database: Ecology Well Logs
Well Tag: BHT611
Notice of Intent #: A307001
Diameter: 16
Well Completion: 22-FEB-13
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 852405
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22
Well Owner: City Of Richland
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K118
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588131

Database: Ecology Well Logs
Well Tag: BHT610
Notice of Intent #: A307001
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 852407
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K119
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588132

Database: Ecology Well Logs
Well Tag: BHT609
Notice of Intent #: A307001
Diameter: 12

Well Log ID: 852409
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24.9

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion:	22-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Decommissioning	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K120 East 1/2 - 1 Mile Lower

WA WELLS WALOG1000588126

Database:	Ecology Well Logs	Well Log ID:	852397
Well Tag:	BHT615	Project Tag:	Not Reported
Notice of Intent #:	A307001	Date Received:	04-MAR-13
Diameter:	12	Casing Depth:	25
Well Completion:	22-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Decommissioning	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K121 East 1/2 - 1 Mile Lower

WA WELLS WALOG1000588127

Database:	Ecology Well Logs	Well Log ID:	852399
Well Tag:	BHT614	Project Tag:	Not Reported
Notice of Intent #:	A307001	Date Received:	04-MAR-13
Diameter:	12	Casing Depth:	24
Well Completion:	22-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Decommissioning	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K122 East 1/2 - 1 Mile Lower

WA WELLS WALOG1000588129

Database:	Ecology Well Logs	Well Log ID:	852403
Well Tag:	BHT612	Project Tag:	Not Reported
Notice of Intent #:	A307001	Date Received:	04-MAR-13
Diameter:	12	Casing Depth:	21.7
Well Completion:	22-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Decommissioning	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K123
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591193

Database: Ecology Well Logs
Well Tag: BHT663
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 23-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858503
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 19
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K124
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591194

Database: Ecology Well Logs
Well Tag: BHT661
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 23-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858505
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 20.5
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K125
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591195

Database: Ecology Well Logs
Well Tag: BHT660
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 23-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858507
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 18.6
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K126
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591190

Database: Ecology Well Logs
Well Tag: BHT666
Notice of Intent #: DE01227
Diameter: 12

Well Log ID: 858497
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 17.5

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 23-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K127
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591191

Database: Ecology Well Logs
Well Tag: BHT665
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 23-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858499
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 19.5
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K128
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591192

Database: Ecology Well Logs
Well Tag: BHT664
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 23-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858501
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 17
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K129
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591196

Database: Ecology Well Logs
Well Tag: BHT659
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858509
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 17.2
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K130
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591200

Database: Ecology Well Logs
Well Tag: BHT655
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858517
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 19
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K131
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591201

Database: Ecology Well Logs
Well Tag: BHT654
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858518
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 16.5
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K132
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591202

Database: Ecology Well Logs
Well Tag: BHT653
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858520
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 16
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K133
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591197

Database: Ecology Well Logs
Well Tag: BHT658
Notice of Intent #: DE01227
Diameter: 16

Well Log ID: 858511
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 18.7

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 22-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K134
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591198

Database: Ecology Well Logs
Well Tag: BHT657
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858513
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 18.3
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K135
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591199

Database: Ecology Well Logs
Well Tag: BHT656
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858515
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 19
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K136
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591189

Database: Ecology Well Logs
Well Tag: BHT667
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 25-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858495
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 16.9
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K137
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591179

Database:	Ecology Well Logs	Well Log ID:	858475
Well Tag:	BHT677	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	16	Casing Depth:	17.4
Well Completion:	25-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K138
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591180

Database:	Ecology Well Logs	Well Log ID:	858477
Well Tag:	BHT676	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	16	Casing Depth:	17.7
Well Completion:	25-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K139
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591181

Database:	Ecology Well Logs	Well Log ID:	858479
Well Tag:	BHT675	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	16	Casing Depth:	19.6
Well Completion:	25-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K140
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591176

Database:	Ecology Well Logs	Well Log ID:	858469
Well Tag:	BHT680	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	16	Casing Depth:	18.4

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K141
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591177

Database: Ecology Well Logs
Well Tag: BHT679
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858471
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 19.5
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K142
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591178

Database: Ecology Well Logs
Well Tag: BHT678
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858473
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 19
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K143
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591182

Database: Ecology Well Logs
Well Tag: BHT674
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 25-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858481
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 17.4
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K144
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591186

Database: Ecology Well Logs
Well Tag: BHT670
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 25-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858489
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 15
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K145
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591187

Database: Ecology Well Logs
Well Tag: BHT669
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 25-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858491
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 19.8
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K146
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591188

Database: Ecology Well Logs
Well Tag: BHT668
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 25-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858493
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 16.8
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K147
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591183

Database: Ecology Well Logs
Well Tag: BHT673
Notice of Intent #: DE01227
Diameter: 16

Well Log ID: 858483
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 17.8

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 25-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K148
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591184

Database: Ecology Well Logs
Well Tag: BHT672
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 25-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858485
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 18.4
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K149
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591185

Database: Ecology Well Logs
Well Tag: BHT671
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 25-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858487
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 16
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

L150
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000584863

Database: Ecology Well Logs
Well Tag: ALJ244
Notice of Intent #: RE06951
Diameter: 8.5
Well Completion: 11-APR-12
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 845581
Project Tag: Not Reported
Date Received: 07-JAN-13
Casing Depth: 15
Well Owner: City of Richland
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

L151
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000584885

Database:	Ecology Well Logs	Well Log ID:	845623
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	AE17025	Date Received:	07-JAN-13
Diameter:	8.5	Casing Depth:	0
Well Completion:	11-APR-12	Well Owner:	City of Richland Shannon & Wilson
Well Type:	Decommissioning	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

L152
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000131015

Database:	Ecology Well Logs	Well Log ID:	140745
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	24-FEB-78
Diameter:	6	Casing Depth:	130
Well Completion:	24-FEB-78	Well Owner:	HERBERT N PEDERSON
Well Type:	Water	Driller #:	0176
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

L153
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000584886

Database:	Ecology Well Logs	Well Log ID:	845625
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	SE45031	Date Received:	07-JAN-13
Diameter:	8.5	Casing Depth:	20
Well Completion:	11-APR-12	Well Owner:	City of Richland Shannon & Wilson
Well Type:	Resource Protection	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

L154
East
1/2 - 1 Mile
Lower

FED USGS USGS40001215403

Organization ID:	USGS-WA		
Organization Name:	USGS Washington Water Science Center		
Monitor Location:	10N/28E-27E01	Type:	Well
Description:	Not Reported	HUC:	17020016

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Drainage Area: Not Reported
Contrib Drainage Area: Not Reported
Aquifer: Not Reported
Aquifer Type: Not Reported
Well Depth: 130
Well Hole Depth: 130

Drainage Area Units: Not Reported
Contrib Drainage Area Units: Not Reported
Formation Type: Not Reported
Construction Date: 19780201
Well Depth Units: ft
Well Hole Depth Units: ft

M155
WNW
1/2 - 1 Mile
Higher

WA WELLS WALOG1000769625

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: AE43234
Diameter: 0
Well Completion: 06-JUN-17
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 1630005
Project Tag: Not Reported
Date Received: 12-JUN-17
Casing Depth: 0
Well Owner: NorthStone Richland
Driller #: 2819
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

M156
WNW
1/2 - 1 Mile
Higher

WA WELLS WALOG1000227173

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: Not Reported
Diameter: 2
Well Completion: 16-MAR-93
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 296446
Project Tag: Not Reported
Date Received: 01-APR-93
Casing Depth: 78
Well Owner: HORN RAPIDS TRIANGLE DEVELOPMENT
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

157
SSW
1/2 - 1 Mile
Lower

WA WELLS WALOG1000584746

Database: Ecology Well Logs
Well Tag: BAR786
Notice of Intent #: W268481
Diameter: 8
Well Completion: 24-MAR-09
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 845366
Project Tag: Not Reported
Date Received: 31-JAN-13
Casing Depth: 380
Well Owner: Earl Moore
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

N158
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000181895

Database:	Ecology Well Logs	Well Log ID:	207555
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	26-MAR-93
Diameter:	8	Casing Depth:	50
Well Completion:	25-FEB-93	Well Owner:	CITY OF RICHLAND
Well Type:	Resource Protection	Driller #:	1888
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

N159
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000181896

Database:	Ecology Well Logs	Well Log ID:	207556
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	26-MAR-93
Diameter:	8	Casing Depth:	25
Well Completion:	23-FEB-93	Well Owner:	CITY OF RICHLAND
Well Type:	Resource Protection	Driller #:	1888
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

N160
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000181894

Database:	Ecology Well Logs	Well Log ID:	207554
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	26-MAR-93
Diameter:	8	Casing Depth:	40
Well Completion:	01-MAR-93	Well Owner:	CITY OF RICHLAND
Well Type:	Resource Protection	Driller #:	1888
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

N161
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000132498

Database:	Ecology Well Logs	Well Log ID:	142378
Well Tag:	BIF509	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	12-NOV-92
Diameter:	8	Casing Depth:	20

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 22-OCT-92
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: LAMB/WESTON
Driller #: 1827
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

N162
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000134485

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: Not Reported
Diameter: 0
Well Completion: Not Reported
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 144607
Project Tag: Not Reported
Date Received: 31-OCT-90
Casing Depth: 0
Well Owner: RICHLAND
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

N163
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000181897

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: Not Reported
Diameter: 8
Well Completion: Not Reported
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 207557
Project Tag: Not Reported
Date Received: Not Reported
Casing Depth: 25
Well Owner: CITY OF RICHLAND
Driller #: 1888
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

N164
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000769620

Database: Ecology Well Logs
Well Tag: BJB784
Notice of Intent #: GE00730
Diameter: 6
Well Completion: 02-JUN-17
Well Type: Resource Protection
Static Level: 0
Flow Type: Static Level
Well Test: Not Reported

Well Log ID: 1630000
Project Tag: Not Reported
Date Received: 12-JUN-17
Casing Depth: 150
Well Owner: City of Richland
Driller #: 2792
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

N165
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000769621

Database: Ecology Well Logs
Well Tag: BJB783
Notice of Intent #: GE00730
Diameter: 6
Well Completion: 30-MAY-17
Well Type: Resource Protection
Static Level: 0
Flow Type: Static Level
Well Test: Not Reported

Well Log ID: 1630001
Project Tag: Not Reported
Date Received: 12-JUN-17
Casing Depth: 150
Well Owner: City of Richland
Driller #: 2792
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

N166
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000638461

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: AE29148
Diameter: 6
Well Completion: 10-OCT-14
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 942242
Project Tag: FC
Date Received: 22-OCT-14
Casing Depth: 22
Well Owner: ConAgra Foods Lamb Weston
Driller #: 3162
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

N167
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000298913

Database: Ecology Well Logs
Well Tag: AKH927
Notice of Intent #: W160923
Diameter: 6
Well Completion: 14-APR-04
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 379670
Project Tag: Not Reported
Date Received: 12-MAY-04
Casing Depth: 40
Well Owner: TED MEIR
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

N168
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000638459

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: SE52893
Diameter: 6

Well Log ID: 942239
Project Tag: FC
Date Received: 22-OCT-14
Casing Depth: 22

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion:	10-OCT-14	Well Owner:	ConAgra Foods Lamb Weston
Well Type:	Resource Protection	Driller #:	3162
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Applicable	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

O169
ENE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000584888

Database:	Ecology Well Logs	Well Log ID:	845629
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	SE45030	Date Received:	07-JAN-13
Diameter:	8.5	Casing Depth:	20
Well Completion:	11-APR-12	Well Owner:	City of Richland Shannon & Wilson
Well Type:	Resource Protection	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

O170
ENE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000584887

Database:	Ecology Well Logs	Well Log ID:	845627
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	AE17024	Date Received:	07-JAN-13
Diameter:	8.5	Casing Depth:	0
Well Completion:	11-APR-12	Well Owner:	City of Richland Shannon & Wilson
Well Type:	Decommisioning	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

O171
ENE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000584884

Database:	Ecology Well Logs	Well Log ID:	845621
Well Tag:	ALJ243	Project Tag:	Not Reported
Notice of Intent #:	RE06950	Date Received:	07-JAN-13
Diameter:	8.5	Casing Depth:	15
Well Completion:	12-APR-12	Well Owner:	City of Richland
Well Type:	Resource Protection	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

172
South
1/2 - 1 Mile
Higher

FED USGS USGS40001215062

Organization ID:	USGS-WA		
Organization Name:	USGS Washington Water Science Center		
Monitor Location:	10N/28E-33E01	Type:	Well
Description:	Not Reported	HUC:	17030003
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19780201
Well Depth:	130	Well Depth Units:	ft
Well Hole Depth:	130	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1978-02-24
Feet below surface:	10	Feet to sea level:	Not Reported
Note:	Not Reported		

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS RADON

AREA RADON INFORMATION

Federal EPA Radon Zone for BENTON County: 2

Note: Zone 1 indoor average level > 4 pCi/L.

: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.

: Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for BENTON COUNTY, WA

Number of sites tested: 56

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	0.943 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	2.774 pCi/L	86%	10%	4%

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Current USGS 7.5 Minute Topographic Map

Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetland Inventory

Source: Department of Ecology

Telephone: 360-407-6121

HYDROGEOLOGIC INFORMATION

AQUIFLOW^R Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

Water Wells

Source: Department of Health

Telephone: 360-236-3148

Group A and B well locations.

Water Well Listing

Source: Public Utility District

Telephone: 206-779-7656

A listing of water well locations in Kitsap County.

Ecology Well Logs

Source: Department of Ecology

Telephone: 360-407-7294

Point geodatabase with a record for each Ecology well report. Points are located by quarter quarter section centroid.

Points contain all well report types including water wells, resource protection wells, and decommissioned wells.

OTHER STATE DATABASE INFORMATION

Oil and Gas Well Listing

Source: Department of Natural Resources

Telephone: 360-902-1450

Locations that represent oil and gas test well sites in Washington State from 1890 to present.

RADON

Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones

Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRRA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

OTHER

Airport Landing Facilities: Private and public use landing facilities
Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater
Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared in 1975 by the United State Geological Survey

STREET AND ADDRESS INFORMATION

© 2015 TomTom North America, Inc. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned by or licensed to Tele Atlas North America, Inc. The use of this material is subject to the terms of a license agreement. You will be held liable for any unauthorized copying or disclosure of this material.

Appendix E:

Qualifications

Mr. Meyer holds a B.S. in Chemistry from Southern Oregon University, and he is an accredited Asbestos Hazard Emergency Response Act (AHERA) Building Inspector since January 2003 (#3509-06-17-05), and a Washington and Oregon USTS Site Assessor (ICC#5226971, OR#24070) and an Oregon Soil Matrix cleanup specialist (#24270) since 2004. Mr. Meyer has also been certified as a Level II Wastewater Treatment Operator, and he has current HAZWOPER certification.

EP Certification: I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 312.10 of this part.

AAI Certification: I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



Yancy Meyer, E.P.

Mr. Trabusiner holds a BS in Environmental Engineering from Nova University in Florida, and he has been an accredited Asbestos Hazard Emergency Response Act (AHERA) Building Inspector since 1993 (#3509-06-17-02), Washington and Oregon USTs Site Assessor (#14359) and certified as an Oregon Soil Matrix cleanup specialist (#14360) since 1993. Mr. Trabusiner also has been a Certified Environmental Specialist with the National Environmental Assessment Association since 1995 (#1418), and has been working in his field since 1987.

EP Certification: I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 312.10 of this part.

AAI Certification: I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

A handwritten signature in black ink, appearing to read "P. Trabusiner", is centered on the page. The signature is written in a cursive, flowing style.

Peter Trabusiner, Environmental Professional

Appendix F:

Additional Documentation

Benton County Property Search

Property Search Results > 299749 HJBT PROPERTIES LLC for Year 2018 - 2019

Property

Account

Property ID:	299749	Legal Description:	THAT PORTION OF THE FOLLOWING LEGAL DESCRIPTION LYING WITHIN SECTION 28: THAT PORTION OF THE WEST HALF OF SECTION 28 AND A PORTION OF THE EAST HALF OF THE EAST HALF SECTION 29, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 89°22'08" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 FOR A DISTANCE OF 210.81 FEET TO A POINT ON THE SOUTHERLY RIGHT
--------------	--------	--------------------	--

OF WAY LINE OF
STATE ROUTE 240;
THENCE ALONG
THE SOUTHERLY
RIGHT OF WAY OF
SAID STATE ROUTE
240 SOUTH
52°35'15" EAST
FOR A DISTANCE
OF 92.39 FEET;
THENCE
CONTINUING
ALONG THE
SOUTHERLY RIGHT
OF WAY LINE OF
SAID STATE ROUTE
240,
SOUTHEASTERLY,
ALONG THE ARC
OF 10085.00 FOOT
RADIUS TANGENT
CURVE TO THE
LEFT, THROUGH A
CENTRAL ANGLE
OF 01°03'39", (THE
RADIUS OF WHICH
BEARS NORTH
37°24'45" EAST,
THE LONG CHORD
OF WHICH BEARS
SOUTH 53°07'05"
EAST, FOR A
CHORD DISTANCE
OF 186.73 FEET)
FOR AN ARC
DISTANCE OF
186.73 FEET;
THENCE LEAVING
THE SOUTHERLY
RIGHT OF WAY OF
SAID STATE ROUTE
240, SOUTH
36°21'06" WEST,
255.00 FEET;
THENCE SOUTH
29°38'50" EAST,
475.39 FEET;

THENCE SOUTH
11°11'50" WEST
77.90 FEET TO A
POINT ON THE
NORTHERLY RIGHT
OF WAY LINE OF
RIVER PARK DRIVE,
SAID POINT BEING
42.00 FEET FROM
THE CENTERLINE
OF SAID RIVER
PARK DRIVE WHEN
MEASURED AT
RIGHT ANGLES OR
RADIUS; THENCE
LEAVING THE
NORTHERLY RIGHT
OF WAY LINE OF
SAID RIVER PARK
DRIVE, SOUTH
11°11'50" WEST,
84.16 FEET TO A
POINT ON THE
SOUTHERLY RIGHT
OF WAY LINE OF
RIVER PARK DRIVE,
SAID POINT BEING
42.00 FEET FROM
THE CENTERLINE
OF SAID RIVER
PARK DRIVE WHEN
MEASURED AT
RIGHT ANGLES OR
RADIAL, SAID
POINT ALSO BEING
THE TRUE POINT
OF BEGINNING;
THENCE ALONG
THE SOUTHERLY
RIGHT-OF-WAY OF
SAID RIVER PARK
DRIVE, SOUTH
82°18'42" EAST,
101.11 FEET;
THENCE LEAVING
THE SOUTHERLY
RIGHT-OF-WAY

LINE OF SAID
RIVER PARK DRIVE,
SOUTH 71°52'40"
EAST, 553.94 FEET;
THENCE SOUTH
26°15'46" EAST,
619.15 FEET;
THENCE NORTH
86°21'24" EAST,
303.06 FEET TO A
POINT OF THE
WESTERLY RIGHT-
OF-WAY OF HORN
RAPIDS DRIVE,
SAID POINT BEING
42.00 FEET
WESTERLY OF THE
CENTERLINE OF
SAID HORN RAPIDS
DRIVE WHEN
MEASURED AT
RIGHT ANGLES OR
RADIAL; THENCE
FOLLOWING THE
WESTERLY RIGHT-
OF-WAY OF SAID
HORN RAPIDS
DRIVE THE
FOLLOWING
COURSES: THENCE
SOUTH 03°23'49"
WEST, 201.19 FEET;
THENCE ALONG
THE ARC OF A
25.00 FOOT
RADIUS TANGENT
CURVE TO THE
RIGHT, THROUGH
A CENTRAL ANGLE
OF 86°22'11" (THE
RADIUS OF WHICH
BEARS NORTH
86°36'11" WEST,
THE LONG CHORD
OF WHICH BEARS
SOUTH 46°34'55"
WEST FOR A

CHORD DISTANCE
OF 34.22 FEET) OR
AN ARC DISTANCE
OF 37.69 FEET;
THENCE SOUTH
89°46'00" WEST,
116.49 FEET;
THENCE ALONG
THE ARC OF A
75.00 FOOT
RADIUS TANGENT
CURVE TO THE
LEFT, THROUGH A
CENTRAL ANGLE
OF 180°00'07"
(THE RADIUS OF
WHICH BEARS
SOUTH 00°14'00"
EAST, THE LONG
CHORD OF WHICH
BEARS SOUTH
00°14'04" EAST
FOR A CHORD
DISTANCE OF
150.00 FEET) FOR
AN ARC DISTANCE
OF 235.62 FEET;
THENCE NORTH
89°46'00" EAST,
104.46 FEET;
THENCE ALONG
THE ARC OF A
25.00 FOOT
RADIUS TANGENT
CURVE TO THE
RIGHT, THROUGH
A CENTRAL ANGLE
OF 90°11'32" (THE
RADIUS OF WHICH
BEARS SOUTH
00°14'00" EAST,
THE LONG CHORD
OF WHICH BEARS
SOUTH 45°08'14"
EAST FOR A
CHORD DISTANCE
OF 35.41 FEET)

FOR AN ARC
DISTANCE OF 39.35
FEET; THENCE
ALONG THE ARC
OF A 342.00 FOOT
RADIUS REVERSE
CURVE TO THE
LEFT, THROUGH A
CENTRAL ANGLE
OF 15°04'55" (THE
RADIUS OF WHICH
BEARS NORTH
89°57'32" EAST,
THE LONG CHORD
OF WHICH BEARS
SOUTH 07°34'55"
EAST FOR A
CHORD DISTANCE
OF 89.76 FEET)
FOR AN ARC
DISTANCE OF 90.02
FEET; THENCE
ALONG THE
WESTERLY RIGHT-
OF-WAY LINE OF
HORN RAPIDS
DRIVE SOUTH
15°07'22"EAST,
424.60 FEET;
THENCE, ALONG
THE ARC OF A
388.00 FOOT
RADIUS TANGENT
CURVE TO THE
RIGHT, THROUGH
A CENTRAL ANGLE
OF 97°56'42" (THE
RADIUS OF WHICH
BEARS SOUTH
74°52'38" WEST,
THE LONG CHORD
OF WHICH BEARS
SOUTH 33°50'59"
WEST FOR A
CHORD DISTANCE
OF 585.41 FEET)
FOR AN ARC

DISTANCE OF
663.27 FEET;
THENCE ALONG
THE ARC OF A
722.00 FOOT
RADIUS REVERSE
CURVE TO THE
LEFT, THROUGH A
CENTRAL ANGLE
OF 58°56'50" (THE
RADIUS OF WHICH
BEARS SOUTH
07°10'40" EAST,
THE LONG CHORD
OF WHICH BEARS
SOUTH 53°20'54"
WEST FOR A
CHORD DISTANCE
OF 710.48 FEET)
FOR AN ARC
DISTANCE OF
742.81 FEET;
THENCE SOUTH
83°56'26" WEST,
40.30 FEET;
THENCE SOUTH
83°04'23" WEST,
110.04 FEET;
THENCE SOUTH
77°26'48" WEST,
152.67 FEET;
THENCE SOUTH
79°54'22" WEST,
126.03 FEET;
THENCE SOUTH
84°26'20" WEST,
177.93 FEET;
THENCE SOUTH
65°16'56" WEST,
35.54 FEET;
THENCE NORTH
60°20'53" WEST,
384.38 FEET;
THENCE NORTH
53°34'19" WEST,
685.29 FEET;
THENCE NORTH

74°58'21" WEST,
531.27 FEET;
THENCE
NORTHERLY,
ALONG THE ARC
OF A 378.00 FOOT
RADIUS TANGENT
CURVE TO THE
RIGHT, THROUGH
A CENTRAL ANGLE
OF 08°09'32" (THE
LONG CHORD OF
WHICH BEARS
NORTH 08°32'50"
EAST FOR A
CHORD DISTANCE
OF 53.78 FEET)
FOR AN ARC
DISTANCE OF 53.81
FEET TO A POINT
ON THE EASTERLY
RIGHT OF WAY
LINE OF RIVER
VALLEY DRIVE,
SAID POINT BEING
42.00 FEET
EASTERLY OF THE
CENTERLINE OF
SAID RIVER VALLEY
DRIVE WHEN
MEASURED AT
RIGHT ANGLES OR
RADIALY; THENCE
NORTH 12°37'36"
EAST, 136.47 FEET;
THENCE LEAVING
THE WESTERLY
RIGHT-OF-WAY
LINE OF SAID
RIVER VALLEY
DRIVE, SOUTH
80°29'00" EAST,
779.61 FEET;
THENCE SOUTH
53°23'05" EAST,
748.90 FEET;
THENCE NORTH

52°06'57" EAST,
532.40 FEET;
THENCE NORTH
10°05'41" EAST,
395.69 FEET;
THENCE NORTH
73°32'05" WEST,
70.67 FEET;
THENCE ALONG
THE ARC OF A
50.00 FOOT
RADIUS NON-
TANGENT CURVE
TO THE LEFT,
THROUGH
CENTRAL ANGLE
OF 102°57'42"
(THE RADIUS OF
WHICH BEARS
NORTH 73°32'05"
WEST, THE LONG
CHORD OF WHICH
BEARS NORTH
35°00'57" WEST
FOR A CHORD
DISTANCE OF 78.24
FEET) FOR AN ARC
DISTANCE OF 89.85
FEET; THENCE
NORTH 03°30'12"
EAST, 116.78 FEET;
THENCE SOUTH
89°17'26" WEST,
444.69 FEET;
THENCE NORTH
76°22'48" WEST,
1068.34 FEET TO A
POINT ON THE
EASTERLY RIGHT-
OF-WAY LINE OF
RIVER VALLEY
DRIVE, SAID POINT
BEING 42.00 FEET
EASTERLY OF THE
CENTERLINE OF
SAID RIVER VALLEY
DRIVE WHEN

MEASURED AT
RIGHT ANGLES OR
RADIAL; THENCE
FOLLOWING THE
EASTERLY RIGHT-
OF-WAY LINE OF
SAID RIVER VALLEY
DRIVE THE
FOLLOWING
COURSES: THENCE
NORTHEASTERLY,
ALONG THE ARC
OF A 658.00 FOOT
RADIUS TANGENT
CURVE TO THE
RIGHT, THROUGH
A CENTRAL ANGLE
OF 12°22'18" (THE
RADIUS OF WHICH
BEARS SOUTH
46°56'40" EAST,
THE LONG CHORD
OF WHICH BEARS
NORTH 48°55'18"
EAST FOR A
CHORD DISTANCE
OF 141.80 FEET)
FOR AN ARC
DISTANCE OF
142.08 FEET;
THENCE
NORTHEASTERLY,
ALONG THE ARC
OF A 608.00 FOOT
RADIUS NON-
TANGENT CURVE
TO THE RIGHT,
THROUGH A
CENTRAL ANGLE
OF 10°13'09" (THE
RADIUS OF WHICH
BEARS SOUTH
34°53'33" EAST,
THE LONG CHORD
OF WHICH BEARS
NORTH 60°13'02"
EAST FOR A

CHORD DISTANCE
OF 108.30 FEET)
FOR AN ARC
DISTANCE OF
108.44 FEET;
THENCE NORTH
65°19'36" EAST,
147.35 FEET;
THENCE
NORTHEASTERLY,
ALONG THE ARC
OF A 442.00 FEET
RADIUS TANGENT
CURVE TO THE
LEFT, THROUGH A
CENTRAL ANGLE
OF 14°20'28" (THE
RADIUS OF WHICH
BEARS NORTH
24°40'24" WEST,
THE LONG CHORD
OF WHICH BEARS
NORTH 58°09'22"
EAST FOR A
CHORD DISTANCE
OF 110.34 FEET)
FOR AN ARC
DISTANCE OF
110.63 FEET;
THENCE LEAVING
THE EASTERLY
RIGHT-OF-WAY
LINE OF SAID
RIVER VALLEY
DRIVE, SOUTH
58°25'13" EAST,
169.74 FEET;
THENCE SOUTH
65°21'38" EAST,
85.61 FEET;
THENCE SOUTH
77°45'45" EAST,
559.82 FEET;
THENCE SOUTH
65°34'15" EAST,
90.29 FEET;
THENCE SOUTH

12°02'08" WEST,
17.65 FEET;
THENCE SOUTH
81°12'58" EAST,
198.99 FEET;
THENCE NORTH
28°52'00" EAST,
189.93 FEET;
THENCE NORTH
36°11'52" WEST,
94.26 FEET;
THENCE NORTH
38°03'16" WEST,
83.31 FEET;
THENCE NORTH
76°34'18" WEST,
291.05 FEET;
THENCE NORTH
62°44'22" WEST,
213.55 FEET;
THENCE SOUTH
81°00'01" WEST,
77.68 FEET;
THENCE NORTH
86°10'15" WEST,
202.11 FEET;
THENCE NORTH
54°03'41" WEST,
74.38 FEET;
THENCE NORTH
23°48'47" EAST,
20.51 FEET;
THENCE NORTH
57°24'01" WEST,
84.76 FEET TO A
POINT ON THE
EASTERLY RIGHT-
OF-WAY LINE OF
SAID RIVER VALLEY
DRIVE; THENCE
ALONG THE
EASTERLY RIGHT-
OF-WAY LINE OF
SAID RIVER VALLEY
DRIVE THE
FOLLOWING
COURSES: THENCE

NORTHERLY,
ALONG THE ARC
OF A 442.00 FOOT
RADIUS NON-
TANGENT CURVE
TO THE LEFT,
THROUGH A
CENTRAL ANGLE
OF 00°23'53" (THE
RADIUS OF WHICH
BEARS NORTH
78°24'22" WEST,
THE LONG CHORD
OF WHICH BEARS
NORTH 11°23'42"
EAST FOR A
CHORD DISTANCE
OF 3.07 FEET) FOR
AN ARC DISTANCE
OF 3.07 FEET;
THENCE
NORTHERLY,
ALONG THE ARC
OF A 550.00 FOOT
RADIUS TANGENT
CURVE TO THE
LEFT, THROUGH A
CENTRAL ANGLE
OF 34°02'03" (THE
RADIUS OF WHICH
BEARS NORTH
78°29'03" WEST,
THE LONG CHORD
OF WHICH BEARS
NORTH 05°49'20"
WEST FOR A
CHORD DISTANCE
OF 321.92 FEET)
FOR AN ARC
DISTANCE OF
326.71 FEET;
THENCE NORTH
22°50'20" WEST,
29.53 FEET;
THENCE ALONG
THE ARC OF A
25.00 FOOT

RADIUS TANGENT
CURVE TO THE
RIGHT, THROUGH
A CENTRAL ANGLE
OF 90°00'00" (THE
RADIUS OF WHICH
BEARS NORTH
67°09'40" EAST,
THE LONG CHORD
OF WHICH BEARS
NORTH 22°09'40"
EAST FOR A
CHORD DISTANCE
OF 35.36 FEET FOR
AN ARC DISTANCE
OF 39.27 FEET;
THENCE NORTH
67°09'40" EAST,
206.25 FEET;
THENCE LEAVING
THE EASTERLY
RIGHT-OF-WAY
LINE OF SAID
RIVER VALLEY
DRIVE, SOUTH
34°06'02" EAST,
319.76 FEET;
THENCE SOUTH
63°26'06" EAST,
418.39 FEET;
THENCE SOUTH
53°58'44" EAST,
152.01 FEET;
THENCE SOUTH
62°38'53" EAST,
67.86 FEET;
THENCE SOUTH
50°41'54" EAST,
152.24 FEET;
THENCE SOUTH
27°08'42" EAST,
31.99 FEET;
THENCE SOUTH
33°27'22" EAST,
37.53 FEET;
THENCE SOUTH
66°06'46" EAST,

62.74 FEET;
THENCE NORTH
80°21'23" EAST,
60.09 FEET;
THENCE NORTH
53°05'20" EAST,
153.28 FEET;
THENCE NORTH
06°31'51" EAST,
144.52 FEET;
THENCE NORTH
48°19'25" WEST,
376.86 FEET;
THENCE NORTH
61°23'27" WEST,
508.82 FEET;
THENCE NORTH
72°12'48" WEST,
60.18 FEET;
THENCE NORTH
34°37'42" WEST,
136.13 FEET TO A
POINT ON THE
SOUTHERLY RIGHT-
OF-WAY LINE OF
RIVER PARK DRIVE,
SAID POINT BEING
42.00 FEET
SOUTHERLY OF
THE CENTERLINE
OF SAID RIVER
PARK DRIVE WHEN
MEASURED AT
RIGHT ANGLES OR
RADIAL; THENCE
ALONG THE
SOUTHERLY RIGHT-
OF-WAY OF SAID
RIVER PARK DRIVE,
ALONG THE ARC
OF THE 658.00
FOOT RADIUS
NON-TANGENT
CURVE TO THE
RIGHT, THROUGH
A CENTRAL ANGLE
OF 25°29'17" (THE

RADIUS OF WHICH BEARS SOUTH 17°47'59" EAST, THE LONG CHORD OF WHICH BEARS NORTH 84°56'40" EAST FOR A CHORD DISTANCE OF 290.30 FEET) FOR AN ARC DISTANCE OF 292.71 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING: 73.01 ACRES OF LAND, MORE OR LESS. TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF APPARENT OR OF RECORD. (PER RECORD SURVEY #3664, AF#2006-033490, 10/10/2006) EXCEPT ANY PORTION LYING WITHIN THE PLAT OF CROSSWATER, RECORDED IN VOLUME 15 OF PLATS AT PAGE 348, RECORDS OF BENTON COUNTY, WASHINGTON. AF#2007-038453, 11/27/2007. EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST

QUARTER AND A
PORTION OF THE
NORTHWEST
QUARTER OF THE
SOUTHWEST
QUARTER OF
SECTION 28,
TOWNSHIP 10
NORTH, RANGE 28
EAST, WILLAMETTE
MERIDIAN,
BENTON COUNTY,
WASHINGTON
DESCRIBED AS
FOLLOWS:
BEGINNING AT THE
NORTHWEST
CORNER OF THE
SOUTHWEST
QUARTER OF SAID
SECTION 28;
THENCE SOUTH
00°30'06" WEST
ALONG THE WEST
LINE OF THE
SOUTHWEST
QUARTER OF SAID
SECTION 28 FOR A
DISTANCE OF
780.77 FEET;
THENCE LEAVING
THE WEST LINE OF
THE SOUTHWEST
QUARTER OF SAID
SECTION 28,
SOUTH 60°20'53"
EAST, 241.41 FEET
TO THE TRUE
POINT OF
BEGINNING;
THENCE NORTH
60°06'17" EAST,
26.45 FEET;
THENCE NORTH
65°41'19" EAST,
1357.19 FEET;
THENCE NORTH

86°29'21" EAST,
211.44 FEET;
THENCE
SOUTHWESTERLY,
ALONG THE ARC
OF A 388.00 FOOT
RADIUS NON-
TANGENT CURVE
TO THE RIGHT,
THROUGH A
CENTRAL ANGLE
OF 33°45'47" (THE
RADIUS OF WHICH
BEARS NORTH
40°56'27" WEST,
THE LONG CHORD
OF WHICH BEARS
SOUTH 65°56'26"
WEST FOR A
CHORD DISTANCE
OF 225.35 FEET)
FOR AN ARC
DISTANCE OF
228.64 FEET;
THENCE
CONTINUING,
SOUTHWESTERLY,
ALONG THE ARC
OF A 722.00 FOOT
RADIUS REVERSE
CURVE TO THE
LEFT, THROUGH A
CENTRAL ANGLE
OF 58°56'50", (THE
RADIUS OF WHICH
BEARS SOUTH
07°10'40" EAST,
THE LONG CHORD
OF WHICH BEARS
SOUTH 53°20'54"
WEST FOR A
CHORD DISTANCE
OF 710.48 FEET)
FOR AN ARC
DISTANCE OF
742.81 FEET;
THENCE SOUTH

83°56'26" WEST,
40.30 FEET;
THENCE SOUTH
83°04'23" WEST,
110.04 FEET;
THENCE SOUTH
77°26'48" WEST
152.67 FEET;
THENCE SOUTH
79°54'22" WEST,
126.03 FEET;
THENCE SOUTH
84°26'20" WEST,
177.93 FEET;
THENCE SOUTH
65°16'56" WEST,
35.54 FEET;
THENCE NORTH
60°20'53" WEST,
72.78 FEET TO THE
TRUE POINT OF
BEGINNING.
CONTAINING
159883 SQUARE
FEET OR 3.67
ACRES OF LAND,
MORE OR LESS.
TOGETHER WITH
AND SUBJECT TO A
WATERLINE
EASEMENT, ALSO
TOGETHER WITH
AND SUBJECT TO A
30-FOOT WIDE
SLOPE EASEMENT.
SWD, AF #2005-
026862
(8/9/2005). LESS
THAT PORTION
LYING WITHIN THE
FOLLOWING
DESCRIBED LEGAL:
That portion of the
Northeast quarter
of the Southwest
quarter of Section
28, Township 10

North, Range 28
East, Willamette
Meridian, Benton
County,
Washington
described as
follows: Beginning
at the Northeast
corner of the
Southwest quarter
of said Section 28;
Thence South
89°19'49" West
along the North
line of the
Southwest quarter
of said Section 28
for a distance of
1142.49 feet;
Thence leaving the
North line of the
Southwest quarter
of said Section 28,
South 00°40'11"
East, 417.72 feet to
the TRUE POINT
OF BEGINNING,
said point being on
the Southerly
boundary of "Tract
3, Columbia Golf
Associates parcel"
as shown in Book
1 of Surveys, page
3561 and as
described under
Benton County
Auditors File No.
2005-043675,
Records of Benton
County,
Washington;
Thence following
the Southerly
boundary of said
"Tract 3,
Northeasterly

along the arc of a
388.00-foot radius
non-tangent curve
to the left (the
radius of which
bears North
13°05'15" West)
through a central
angle of 58°54'57"
for an arc distance
of 398.97 feet;
Thence leaving the
Southerly
boundary of said
"Tract 3",
Southwesterly
along the arc of a
350.00-foot radius
non-tangent curve
to the left (the
radius of which
bears North
72°00'13" West)
through a central
angle of 28°30'43"
for an arc distance
of 174.17 feet;
Thence South
38°20'09" West,
132.12 feet;
Thence South
51°24'52" West,
79.68 feet to the
TRUE POINT OF
BEGINNING.
TOGETHER WITH
AND SUBJECT TO
easements,
reservations,
covenants and
restrictions
apparent or of
record. QCD, AF
#2007-037392
(11/15/2007).

Parcel # / Geo ID: 128082000001005
Type: Real

Agent Code:

Tax Area:	R1 - R1	Land Use Code	74
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:	10	Section:	28
Range:	28	Legal Acres:	54.9801

Location

Address:	2800 CLUBHOUSE LN RICHLAND, WA 99352-2189	Mapsco:
Neighborhood:	Horn Rapids Community	Map ID:
Neighborhood CD:	670200	

Owner

Name:	HJBT PROPERTIES LLC	Owner ID:	421485
Mailing Address:	1611 SUNSET ST RICHLAND, WA 99354	% Ownership:	100.0000000000%
Exemptions:			

Owner

Name:	HJBT PROPERTIES LLC	Owner ID:	421485
Mailing Address:	1611 SUNSET ST RICHLAND, WA 99354	% Ownership:	100.0000000000%
Exemptions:			

Pay Tax Due

Select the appropriate checkbox next to the year to be paid. Multiple years may be selected.

Year - Statement ID	Tax	Assessment	Penalty	Interest	Total Due
2019 - 72797 (Balance)	\$2768.15	\$9.00	\$0.00	\$0.00	\$2777.15

Total Amount to Pay: \$

*Convenience Fee not included

Taxes and Assessment Details

Property Tax Information as of 03/27/2019

Amount Due if Paid on:  **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2019	72797	\$2777.26	\$2777.15	\$0.00	\$0.00	\$2777.26	\$2777.15
▶ Statement Details							
2018	72964	\$3319.74	\$3319.64	\$0.00	\$0.00	\$6639.38	\$0.00

Values

Taxing Jurisdiction

Improvement / Building

Property Image

This property contains TIFF images. Click on the button(s) to download the full image (which may contain multiple pages).

Revenue 141940 - \$22,182.45 - 00 - 03/15/2019 - Benton County REAL ESTATE EXCISE TAX AFFIDAVIT

1. Name: HJBT Properties, LLC, a Washington Limited Liability Company

2. Address: 1001 Highway 101, Benton, WA 99004

3. Description of property: 54.9800 acres, 2394929.00 sqft

4. Declaration of property: I, the undersigned, do hereby declare that the above information is true and correct to the best of my knowledge and belief.

5. Signature of Declarant: [Signature]

6. Signature of Notary: [Signature]

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	11	Primary Commercial/Indust Land	54.9800	2394929.00	0.00	0.00	\$494,820	\$0

Roll Value History

Deed and Sales History

Payout Agreement

Assessor Website

Treasurer Website

Mapping Website

**LEGAL DESCRIPTION
PROPOSED R3 ZONING**

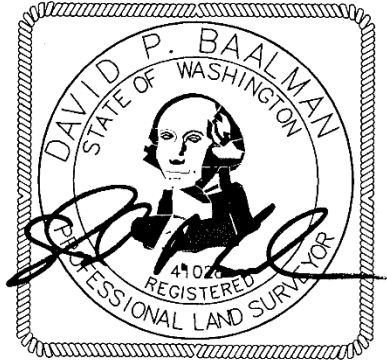
THAT PORTION SECTION 28 TOWNSHIP 10 NORTH, RANGE 28 EAST WILLAMETTE MERIDIAN, SITUATE IN THE CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 47, PLAT OF PRESTWICK AT HORN RAPIDS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 17, RECORDS OF BENTON COUNTY, WASHINGTON, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY MARGIN OF RIVER PARK DRIVE; THENCE SOUTH 03°23'22" WEST 201.23 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY 37.69 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°22'11" TO THE NORTHERLY RIGHT OF WAY MARGIN OF HORN RAPIDS DRIVE; THENCE SOUTH 89°45'33" WEST 116.49 FEET ALONG SAID NORTHERLY RIGHT OF WAY MARGIN TO THE BEGINNING OF A CURVE, CONCAVE TO THE EAST HAVING A RADIUS OF 75.00 FEET; THENCE WESTERLY, SOUTHERLY, AND EASTERLY 235.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'00" TO THE SOUTHERLY RIGHT OF WAY MARGIN OF HORN RAPIDS DRIVE; THENCE NORTH 89°45'33" EAST 104.52 FEET ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY 18.51 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°25'47" TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING SOUTHEASTERLY 20.84 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°45'23" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 23°55'59" EAST 20.24 FEET;)

TO THE BEGINNING OF A CURVE, CONCAVE TO THE EAST HAVING A RADIUS OF 342.00 FEET; THENCE SOUTHEASTERLY 89.90 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE WESTERLY RIGHT OF WAY MARGIN OF RIVER VALLEY DRIVE THROUGH A CENTRAL ANGLE OF 15°03'39"; THENCE SOUTH 15°06'54" EAST 633.50 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN TO THE NORTHEAST CORNER OF TRACT A OF THE PLAT OF CROSSWATER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 348, RECORDS OF BENTON COUNTY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 350.00 FEET; THENCE SOUTHWESTERLY 237.37 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHWESTERLY BOUNDARY OF SAID PLAT THROUGH A CENTRAL ANGLE OF 38°51'31" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 57°45'54" WEST 232.85 FEET) THENCE SOUTH 38°20'09" WEST 132.12 FEET ALONG SAID NORTHWESTERLY BOUNDARY; THENCE SOUTH 51°24'52" WEST 79.68 FEET ALONG SAID NORTHWESTERLY BOUNDARY TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 388.00 FEET; THENCE SOUTHWESTERLY 15.95 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHWESTERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 02°21'21" (THE LONG

CHORD OF SAID CURVE BEARS SOUTH 78°05'26" WEST 15.95 FEET;)THENCE
NORTH 04°52'42" WEST 992.07 FEET; THENCE SOUTH 71°24'17" EAST 68.21 FEET;
THENCE NORTH 80°12'06" EAST 194.12 FEET
TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 6.18 ACRES, MORE OR LESS.



10-1-18

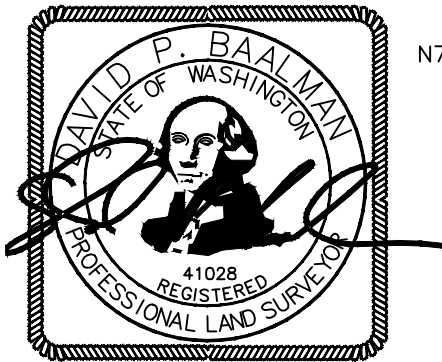
EXHIBIT MAP

PROPOSED REZONING BOUNDARIES

PTN S28 T10N R28E W.M.

CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

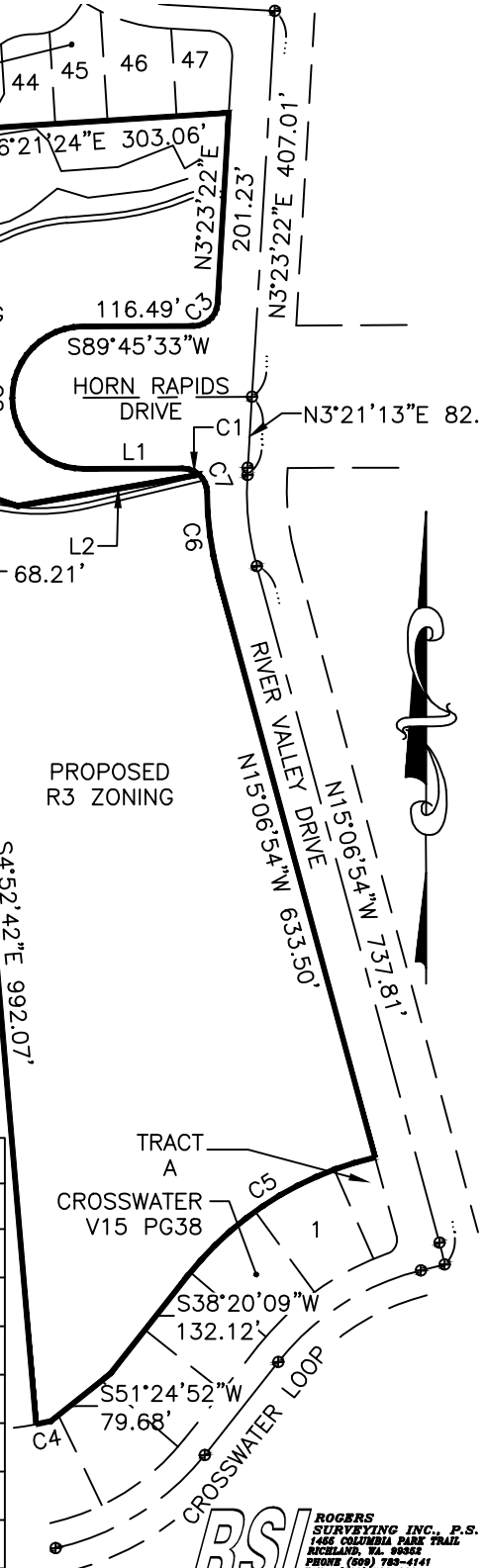
PRESTWICK AT HORN RAPIDS
V14 PG17



10-1-18

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S89°45'33"W	104.52
L2	N80°12'06"E	194.12

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	18.51	25.00	42°25'47"	N69°01'34"W	18.09
C2	235.62	75.00	180°00'00"	S0°14'27"E	150.00
C3	37.69	25.00	86°22'11"	N46°34'27"E	34.22
C4	15.95	388.00	2°21'21"	N78°05'26"E	15.95
C5	237.37	350.00	38°51'31"	S57°45'54"W	232.85
C6	89.90	342.00	15°03'39"	S7°35'06"E	89.64
C7	20.84	25.00	47°45'23"	N23°55'59"W	20.24



**Environmental Site Assessment
Field Screen Questionnaire**

To the best of your knowledge, do any of the following documents exist, or have you been made aware of them in the past:

___Yes_X_No___Unkwn Environmental Site Assessments

___Yes_X_No___Unkwn Environmental Assessments - Phase I Reports

___Yes_X_No___Unkwn Environmental Permits

___Yes_X_No___Unkwn Underground storage tank applications, permits, or registrations

___Yes_X_No___Unkwn Community Right-to-Know Plan, Material Safety Data Sheets, Environmental Safety Plans, Environmental Operations and Maintenance Programs

___Yes_X_No___Unkwn (1) Is the property or any adjoining property used for an industrial use?

___Yes_X_No___Unkwn (2) To the best of your knowledge, has the property or adjoining property been used for an industrial use in the past?

___Yes_X_No___Unkwn (3) Is the property or any adjoining property used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?

___Yes_X_No___Unkwn (4) To the best of your knowledge, has the property or any adjoining property been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?

___Yes_X_No___Unkwn (5) Are there currently, or to the best of your knowledge have there been previously, any operations at the property or within the facility which involved the processing, storage or handling of petroleum in individual containers of greater than five gallons in volume, or fifty gallons in the aggregate.

___Yes_X_No___Unkwn (6) Are there currently, or to the best of your knowledge have there been previously, any automotive or industrial batteries in significant quantities, or pesticides, paints, or other chemicals in individual containers of greater than five gallons in volume or fifty gallons in the aggregate, stored on or used at the property or within the facility.

☐ Yes ☒ X ☐ No ☐ Unkwn (7) Are there currently, or to the best of your knowledge have there been previously, any industrial drums (typically 55 gallon) or sacks of chemicals located on the property or at the facility?

☐ Yes ☒ X ☐ No ☐ Unkwn (8) Has Fill Dirt been brought onto the property which originated from a contaminated site or which is of an unknown origin?

☐ Yes ☒ X ☐ No ☐ Unkwn (9) Are there currently, or to the best of your knowledge have there been previously, any Pits, Ponds, Surface Impoundments or Lagoons located on the property in connection with waste treatment or waste disposal?

☐ Yes ☒ X ☐ No ☐ Unkwn (10) Are there currently, or to the best of your knowledge have there been previously, any Incinerators, Injection Wells, Transfer Stations, Waste Recycling Operations, Waste Treatment Detoxification, or Land Disposal Areas located on the property in connection with waste treatment or waste disposal?

☐ Yes ☒ X ☐ No ☐ Unkwn (11) Is there currently, or to the best of your knowledge has there been previously, any stained soil on the property?

☐ Yes ☒ X ☐ No ☐ Unkwn (12) Are there currently, or to the best of your knowledge have there been previously, any registered or unregistered above or underground storage tanks located on the property?

☐ Yes ☒ X ☐ No ☐ Unkwn (13) Are there currently, or to the best of your knowledge have there been previously, any vent pipes, fill pipes or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?

☐ Yes ☒ X ☐ No ☐ Unkwn (14) Are there currently, or to the best of your knowledge have there been previously installed, any urea-formaldehyde foam insulation within the property?

☐ Yes ☒ X ☐ No ☐ Unkwn (15) Are there currently, or to the best of your knowledge have there been previously, any flooring, drains, or walls located within the facility that are stained by substances other than water, or are emitting foul odors?

NA

☐ Yes ☐ No ☐ Unkwn (16) If the property is served by a private well or non-public water system, have contaminants been identified in the well or system that exceed guidelines applicable to the water system or has the well been designated as contaminated by any government environmental and or health agency?

Yes X No Unkwn (17) Does the Owner or Occupant of the property have any knowledge of Environmental Liens or government notification relating to past or current violations of environmental laws with respect to the Property or any facility located on the Property?

 Yes X No Unkwn (18) Has the Owner or Occupant of the property been informed of the past or current existence of hazardous Substances or Petroleum Products or environmental violations with respect to the Property or any facility located on the property?

 Yes X No Unkwn (19) Does the Owner or Occupant of the property have any knowledge of any Environmental Site Assessment of the property or facility that indicated the presence of hazardous substances or petroleum products on, or contamination of, the property or recommended further assessment of the property?

 Yes X No Unkwn (20) Does the Owner or Occupant of the property know of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substances or petroleum products involving the property by an Owner or Occupant?

 Yes X No Unkwn (21) Does the property discharge waste water other than storm water, directly to a ditch or stream on or adjacent to the property?

 Yes X No Unkwn (22) To the best of your knowledge, have any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries or any other waste materials been dumped above grade, buried, and or burned on the property?

 Yes X No Unkwn (23) To the best of your knowledge, have any railroad ties, telephone poles, treated lumber, wooden wire or cable storage reels or spools been dumped above grade, buried, and or burned on the property?

 Yes X No Unkwn (24) To the best of your knowledge, in the past or the present have any railroad tracks or railroad right-of-ways been located on, or adjacent to the property?

 Yes X No Unkwn (25) Is there a transformer, capacitor or any hydraulic equipment for which there are any records indicating the presence of PCBs?

 Yes X No Unkwn (26) Are there currently, or to the best of your knowledge, has the Owner or Operator of the property been required previously to submit, file, or maintain Material Safety Data Sheets (MSDS) or a written Hazard Communication Program?

☐ Yes ☒ No ☐ Unkwn (27) Are there currently, or to the best of your knowledge, has the Owner or Operator of the property been required previously to submit or file to Federal or State agencies a Chemical Contingency Plan, Emergency and Hazardous Chemical Inventory Form, Toxic Chemical Release Form, SARA Title III - Emergency Planning and Community Right-to-Know Act inventory, SARA Title III - Extremely Hazardous Substances inventory, or report under the Emergency Response Notification System?

☐ Yes ☒ No ☐ Unkwn (28) To the best of your knowledge, does the property currently fall within the auspices of Department of Housing and Urban Development (HUD) supplied funding, or is a source of income revenue directly derived from, supplied, or guaranteed by HUD?

This questionnaire was answered:

Date: 3/26/2019

Via: In Person

__Telephone Conversation

___Sent Registered mail

This questionnaire was answered by:

Name: Yancy Meyer

Signature: 

Title: Environmental Professional

Firm: BMEC, Inc.

Date: 3/26/2019

This questionnaire was administered and completed by:

Name (Print): _____

Signature: _____

Date: _____

Blue Mountain Environmental Consulting, Inc., in reference to

Note: This Environmental Site Assessment Field Screen Questionnaire is based upon the standards in ASTM E1527-13, and the State of Washington Environmental Disclosure Document for Transfer of Real Property.

Horn Rapids Inadvertent Discovery Plan

In the event that any ground-disturbing activities or other project activities related to this development or in any future development uncover protected cultural material (e.g., bones, shell, antler, horn or stone tools), the following actions will be taken:

1. When an unanticipated discovery of protected **cultural material** (see definitions below) occurs, the property owner or contractor will completely secure the location and contact:
 - a) The property owner and project manager;
 - b) The Department of Archaeology and Historic Preservation (DAHP) (Sydney Hanson, 360-280-7563);
 - c) And must consult with appropriate tribal contacts for finds of Native American origin:
 - a. Guy Mora, Tribal Historic Preservation Officer (THPO), Confederated Tribes of the Colville Reservation (509-634-2695);
2. If the discovery is **human remains**, the property owner or contractor will stop work in and adjacent to the discovery, completely secure the work area by moving the land-altering equipment to a reasonable distance, and will immediately contact:
 - a) The property owner and project manager;
 - b) The Chelan County Sheriff's Department (509-667-6851);
 - c) and the Chelan County Coroner, Wayne Harris (509-667-6431) to determine if the remains are forensic in nature;
 - d) If the remains are not forensic in nature the Department of Archaeology and Historic Preservation (DAHP) (Guy Tasa 360-586-3534, cell: 360-790-1633); will take the lead on determining the appropriate method of treatment for the remains and will consult with the affected tribes.

NOTE: If you discover bones but are unsure if they are human, contact Guy Tasa at the DAHP.

Cultural material that may be protected by law could include but not be limited to:

1. Buried layers of black soil with layers of shell, charcoal, and fish and mammal bones (Figure 1).
2. Buried cobbles that may indicate a hearth feature;
3. Non-natural sediment or stone deposits that may be related to activity areas of people;
4. Stone, bone, shell, horn, or antler tools that may include projectile points (arrowheads),
5. scrapers, cutting tools, wood working wedges or axes, and grinding stones (Figures 2 and 3);
6. Ground or pecked tools (Figure 4);
7. Perennially damp areas may have preservation conditions that allow for remnants of wood and other plant fibers; in these locations there may be remains including fragments of basketry, weaving, wood tools, or carved pieces;
8. Concentrations of historical period (> 50 years old) artifacts (Figures 5-7); and
9. Human remains.

Figure 1: Shell Middens. These middens can are often found on the shoreline and can extend into the intertidal zone in areas that have undergone sea level rise during the precontact period.



Figure 2: Examples of stone and bone tools.



Figure 3: Examples of archaeological stone flakes.



Figure 4: Examples of ground and pecked stone artifacts.



Figure 5. Historical period sites (more than 50 years in age) are also protect by archaeology laws. These can include concentrations of broken ceramics, bottles, bricks, and metal objects.



Figure 6. Example of an Excavation Pit Containing Shell Midden and Historic Debris

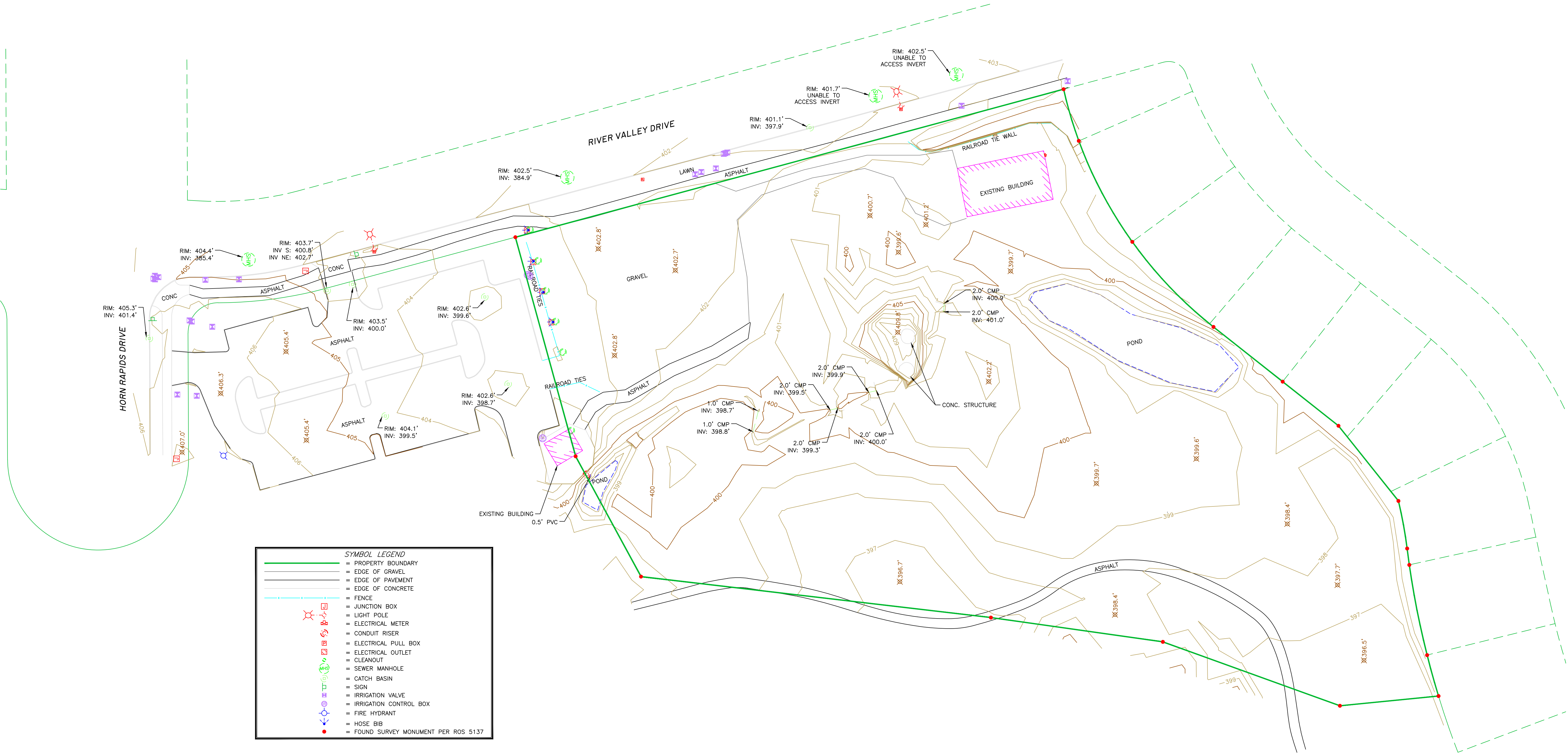


Figure 7. Example of a Buried Brick Foundation



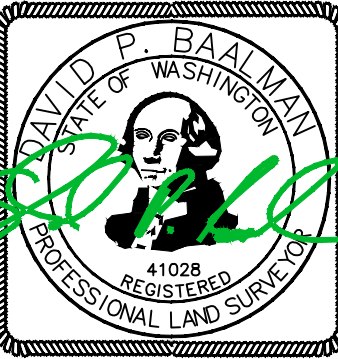
TOPOGRAPHIC SURVEY

PORTION OF HORN RAPIDS GOLF COURSE PROPERTY
SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



SURVEYOR'S NOTES:

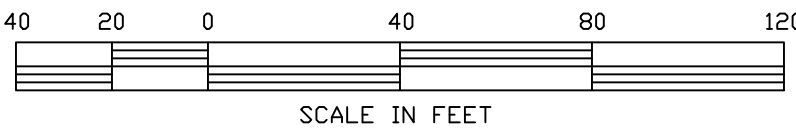
1. HORIZONTAL DATUM IS US STATE PLANE, NAD 83/2011, WASHINGTON SOUTH ZONE, BASED ON GNSS OBSERVATIONS PROCESSED BY NGS OPUS & CONFIRMED BY FIELD TIES TO CITY OF RICHLAND CONTROL NETWORK.
2. VERTICAL DATUM IS NAVD 88, BASED ON GNSS OBSERVATIONS PROCESSED BY NGS OPUS & CONFIRMED BY FIELD TIES TO CITY OF RICHLAND CONTROL NETWORK.
3. TOPOGRAPHIC SURVEY PERFORMED MAY, 2019 USING A PAIR OF TRIMBLE R8 GNSS RECEIVERS CONFIGURED FOR REAL TIME KINEMATIC SURVEYING.
4. CONTOUR INTERVAL IS 1'.
5. UTILITIES SHOWN HEREON ARE PER OBSERVED FIELD EVIDENCE. NO UNDERGROUND UTILITY LOCATES WERE REQUESTED FOR THIS SURVEY.
6. BOUNDARY INFORMATION SHOWN HEREON IS BASED ON FOUND EVIDENCE & RECORD DATA FROM RECORD SURVEY VOLUME 1 PAGE 5137, RECORDS OF BENTON COUNTY, WASHINGTON.



SURVEYOR'S CERTIFICATION

I, DAVID P. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG# 41028) HEREBY CERTIFY THAT THIS TOPOGRAPHIC SURVEY WAS CONDUCTED UNDER MY DIRECT SUPERVISION, AND THE CONTOURS AND PLANIMETRIC FEATURES SHOWN HEREON ARE ACCURATELY DEPICTED.

5-10-19



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

CLIENT		GALE REW CONSTRUCTION		JOB
PROJECT		TOPOGRAPHIC SURVEY		00819
		HORN RAPIDS GOLF COURSE		
DRN. BY	DPB	SCALE	1"= 40'	F. B. NO. 855
APPROVED	DPB	DATE	5-9-19	ACAD VER -2019
		FILE: 00819-TOPO		SHEET 1
				OF 1

TOPOGRAPHIC SURVEY

PORTION OF HORN RAPIDS GOLF COURSE PROPERTY
SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY WASHINGTON.

SURVEYOR'S NOTES:

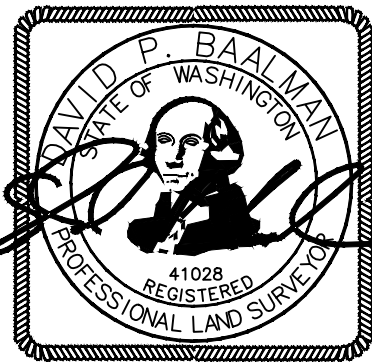
1. BASIS OF BEARING IS GRID, WASHINGTON STATE PLANE, SOUTH ZONE, NAD83(11), BASED ON GPS OBSERVATIONS. DISTANCES ARE "GROUND" SCALED FROM GRID USING A COMBINED FACTOR OF 0.99990897 (1.000091038).
2. VERTICAL DATUM IS NAVD88, BASED ON UPON GPS STATIC OBSERVATION PROCESSED USING NATIONAL GEODETIC SURVEY ONLINE POSITIONAL USER SERVICE (OPUS) & CONFIRMED BY FIELD TIES TO CITY OF RICHLAND CONTROL NETWORK.
3. CONTOURS ARE DERIVED FROM DIRECT FIELD OBSERVATIONS, CONTOUR INTERVAL IS 1.0 FEET.
4. ● =DENOTES FOUND 1 1/2" BRASS CAP IN MONUMENT CASE.
5. ✕ =INDICATES SPOT ELEVATION.
6. EQUIPMENT AND PROCEDURES: THIS SURVEY WAS PERFORMED WITH A TRIMBLE R8-4 GPS SYSTEM UTILIZING REAL TIME KINEMATIC METHODS. STATE PLANE COORDINATES WERE ESTABLISHED FROM STATIC OBSERVATIONS. GPS OBSERVATIONS WERE PROCESSED USING OPUS. TOPOGRAPHICAL POINTS WERE CREATED USING A LEICA M560 TOTAL STATION.
7. UNDERGROUND UTILITIES SHOWN HEREON ARE FROM UNDERGROUND UTILITY LOCATE MARKS PROVIDED BY OTHERS AND ASSUMPTIONS BETWEEN ABOVE GROUND STRUCTURES.
8. THIS IS NOT A BOUNDARY SURVEY. NO ATTEMPT WAS MADE TO DETERMINE LOCATION OF PROPERTY BOUNDARIES, STREET RIGHTS OF WAY, OR EXISTING EASEMENTS.



- WHS = SANITARY SEWER MANHOLE
- = GAS METER
- = CATCH BASIN
- ⊙ = FIRE HYDRANT
- ⊞ = SIGN
- ⊞ = WATER VALVE

LEGEND

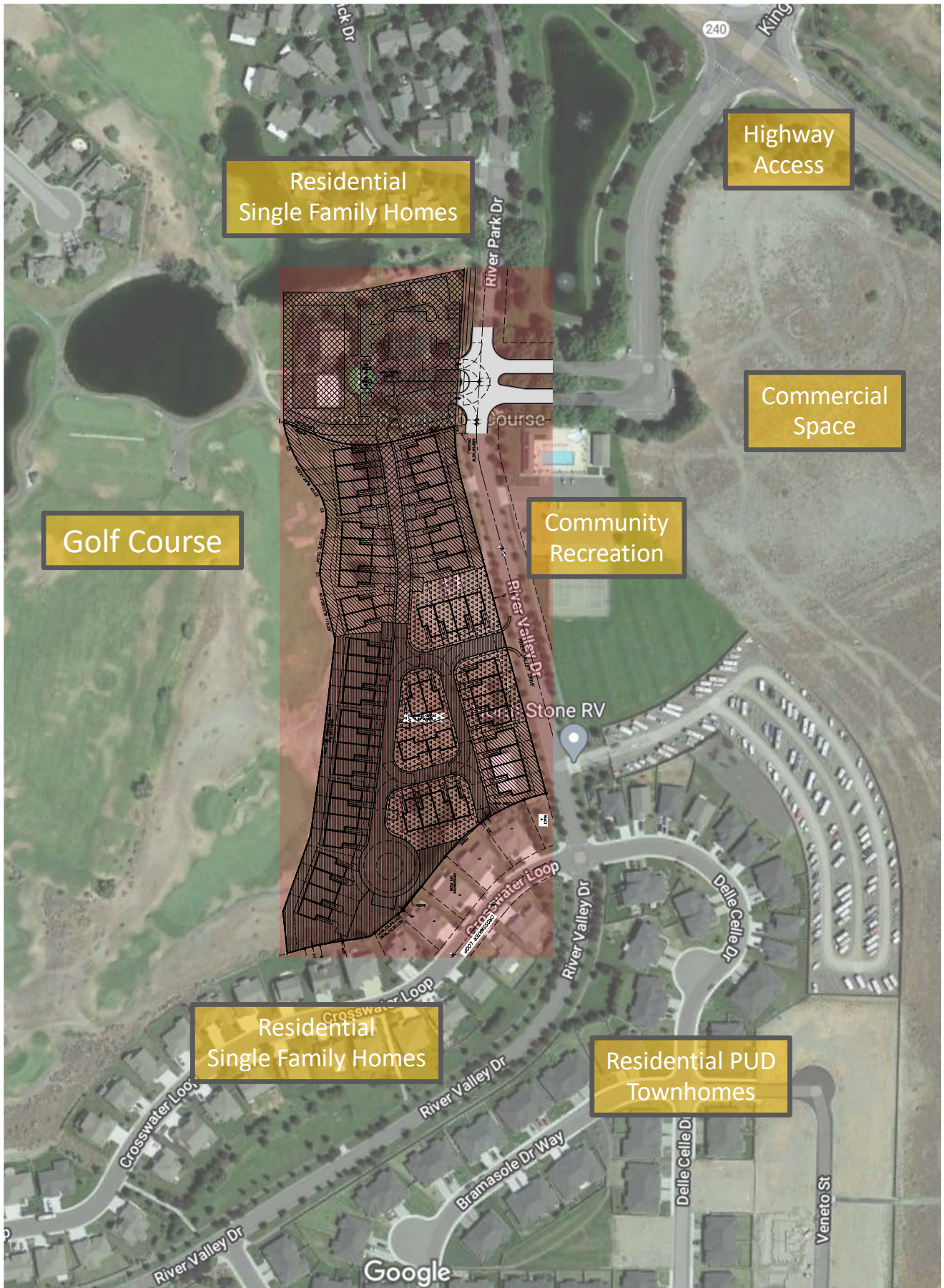
- = EDGE OF CONCRETE
- = EDGE OF PAVEMENT
- = FENCE
- = MINOR CONTOUR
- = MAJOR CONTOUR
- = UG WATER
- = LANDSCAPE



DATE: 10-7-2020

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

CLIENT		GALE REW CONSTRUCTION		JOB	
PROJECT		TOPOGRAPHIC SURVEY		23720	
		PTN SEC 28, T.10N., R28E., W.M.			
DRN. BY	EWV	SCALE 1"= 20'	F. B. NO. BK 861	SHEET 1	
APPROVED	DPB	DATE 10/7/2020	ACAD VER - C3D19	OF 1	
		FILE: 23720.DWG			



Residential
Single Family Homes

Highway
Access

Commercial
Space

Golf Course

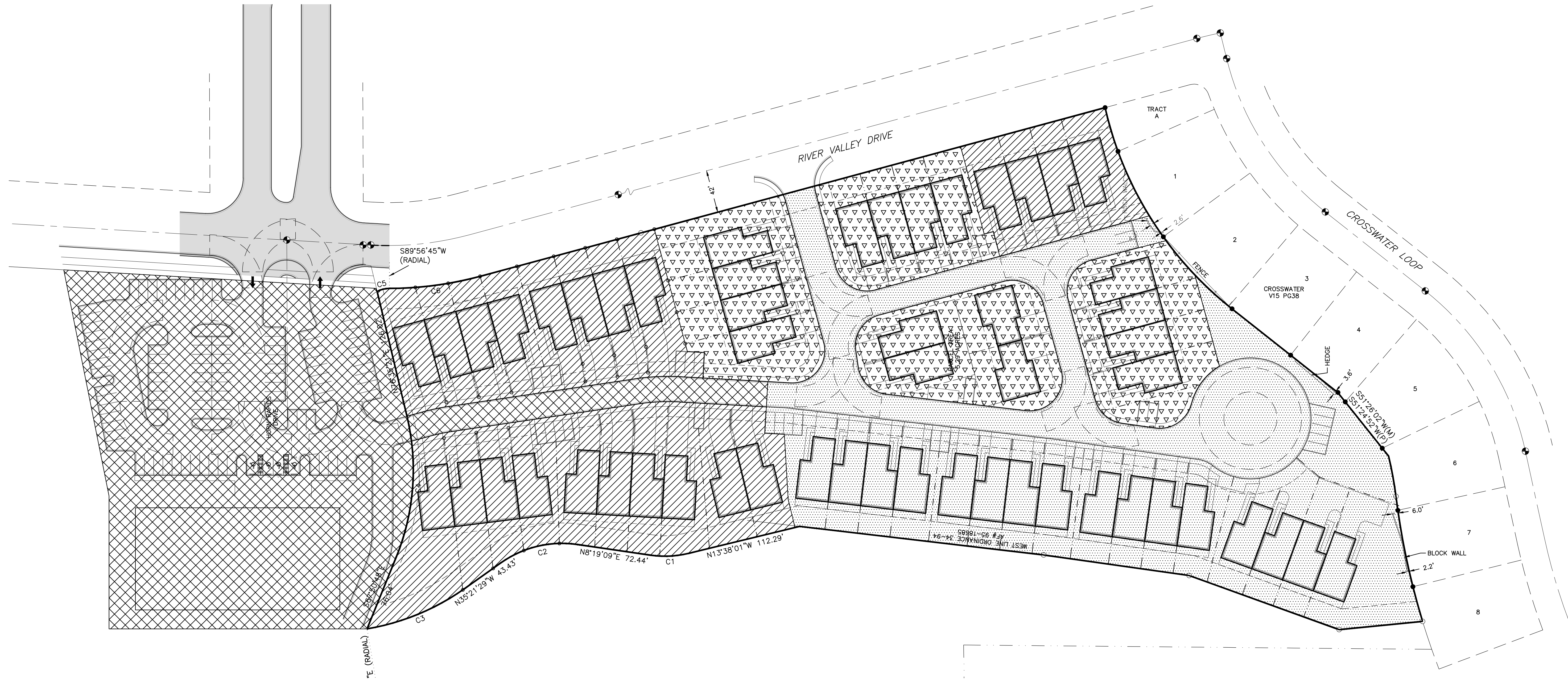
Community
Recreation

Residential
Single Family Homes

Residential PUD
Townhomes

Land Use Designations Request





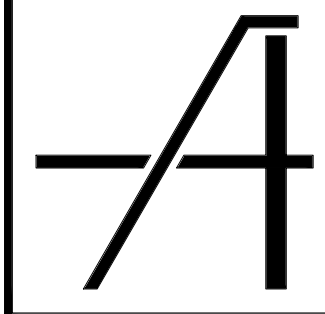
0 25' 50' 100'

PHASING SITE PLAN
1" = 50'-0"



LEGEND

- PHASE 1 TOWN HOMES
- PHASE 2 TOWN HOMES
- PHASE 3 GOLF COURSE CLUB HOUSE
- PHASE 4 TOWN HOMES



ARCHIBALD & CO.
ARCHITECTS, P.S.
660 Symons Street
Richland WA 99354
p: 509 . 946 . 4189
f: 509 . 943 . 1796
www.archibald.design

PRE-APPLICATION
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

PHASING SITE PLAN

CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020-Aug-14
REVISION:

DRAWING:
A0.4

Pro Shop and Event Center will be removed and rebuilt.

Current U-road and trees will be removed and add a new parking lot with landscaping in this location. Will work with City to remove the u-road.

Horn Rapids Golf Course

Cart Barn and surrounding trees will be removed

Bathrooms and surrounding trees will be removed

Shrubs and trees in this area will be removed

Cart Barn and surrounding trees will be Removed

Man made pond and tree will be removed

River Park Dr

Clubhouse Ln

River Valley Dr

River Valley Dr

River Valley Dr

North

Crosswater

Loop

CALLOUTS

1 PUD TOWNHOMES PROPERTY LINE.

LEGEND

- TOWNHOMES PUD LANDSCAPE: ORNAMENTAL LANDSCAPE PLANTERS AND TURF GRASS SOD. ONLY STREET TREES SHOWN ON PLAN.
- PUD SCREENING: LANDSCAPE AND TREES PROVIDING ADEQUATE SCREENING FROM EXISTING PROPERTIES.
- PUD/GOLF COURSE TRANSITION. ORNAMENTAL LANDSCAPE AND TURF GRASS SOD WITH TREES FOR VIEWS AND SCREENING.
- 6' TALL SOLID SCREEN FENCE.

PLANT LEGEND

TREES	BOTANICAL / COMMON NAME	SIZE
AR	Acer rubrum 'Bowhall' / Bowhall Maple	2" Cal.
AF	Acer x freemanii 'Jeffsred' / Autumn Blaze Maple	2" Cal.
GB	Ginkgo biloba 'Princeton Sentry' / Princeton Sentry Ginkgo	2" Cal.
PF	Pinus flexilis 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Pine	7-8" Tall
PS	Pinus sylvestris / Scotch Pine	7-8" Tall
QC	Quercus robur 'Crimschmidt' / Crimson Spire Oak	2" Cal.
TT	Tilia tomentosa 'Sterling' / Sterling Silver Linden	2" Cal.

PLANT CALLOUTS

- XX

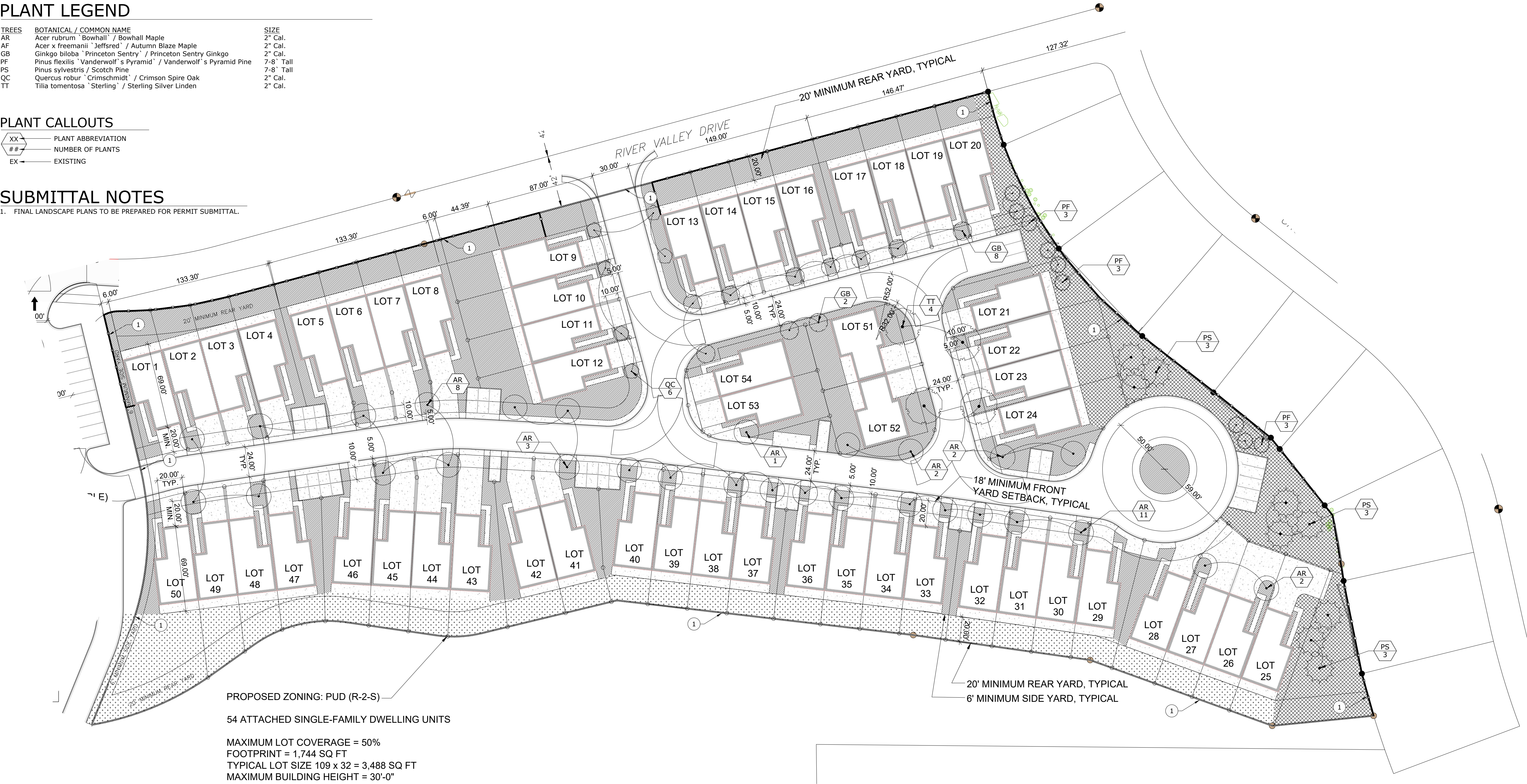
PLANT ABBREVIATION
- ##

NUMBER OF PLANTS
- EX

EXISTING

SUBMITTAL NOTES

1. FINAL LANDSCAPE PLANS TO BE PREPARED FOR PERMIT SUBMITTAL.

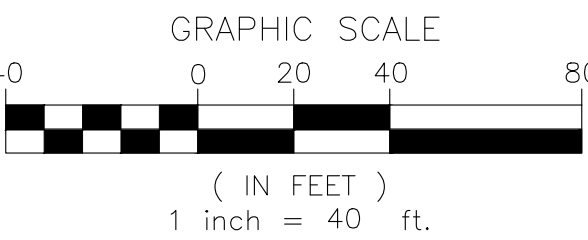


PROPOSED ZONING: PUD (R-2-S)

54 ATTACHED SINGLE-FAMILY DWELLING UNITS

MAXIMUM LOT COVERAGE = 50%
FOOTPRINT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"

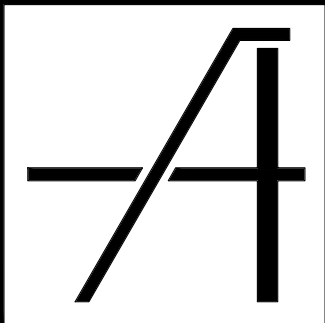
A PUD LANDSCAPE PLAN



MICHAEL TERRELL - LANDSCAPE ARCHITECTURE, PLLC
1421 N. MEADOWWOOD LANE, SUITE 150
LIBERTY LAKE, WA 99019
PHONE (509) 922-7449

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

PRELIMINARY - NOT FOR CONSTRUCTION



ARCHIBALD & CO.
ARCHITECTS, P.S.

660 Symons Street
Richland WA 99354

p: 509 . 946 . 4189
f: 509 . 943 . 1796

www.archibald.design

P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

PUD LANDSCAPE PLAN
TOWNHOMES

CAD FILE:
21-1-18 Hom Rapids
PUD Landscape.dwg
DESIGNED: JCS

DRAWN: JCS

CHECKED: MDT

DATE: 2021.Jan.18

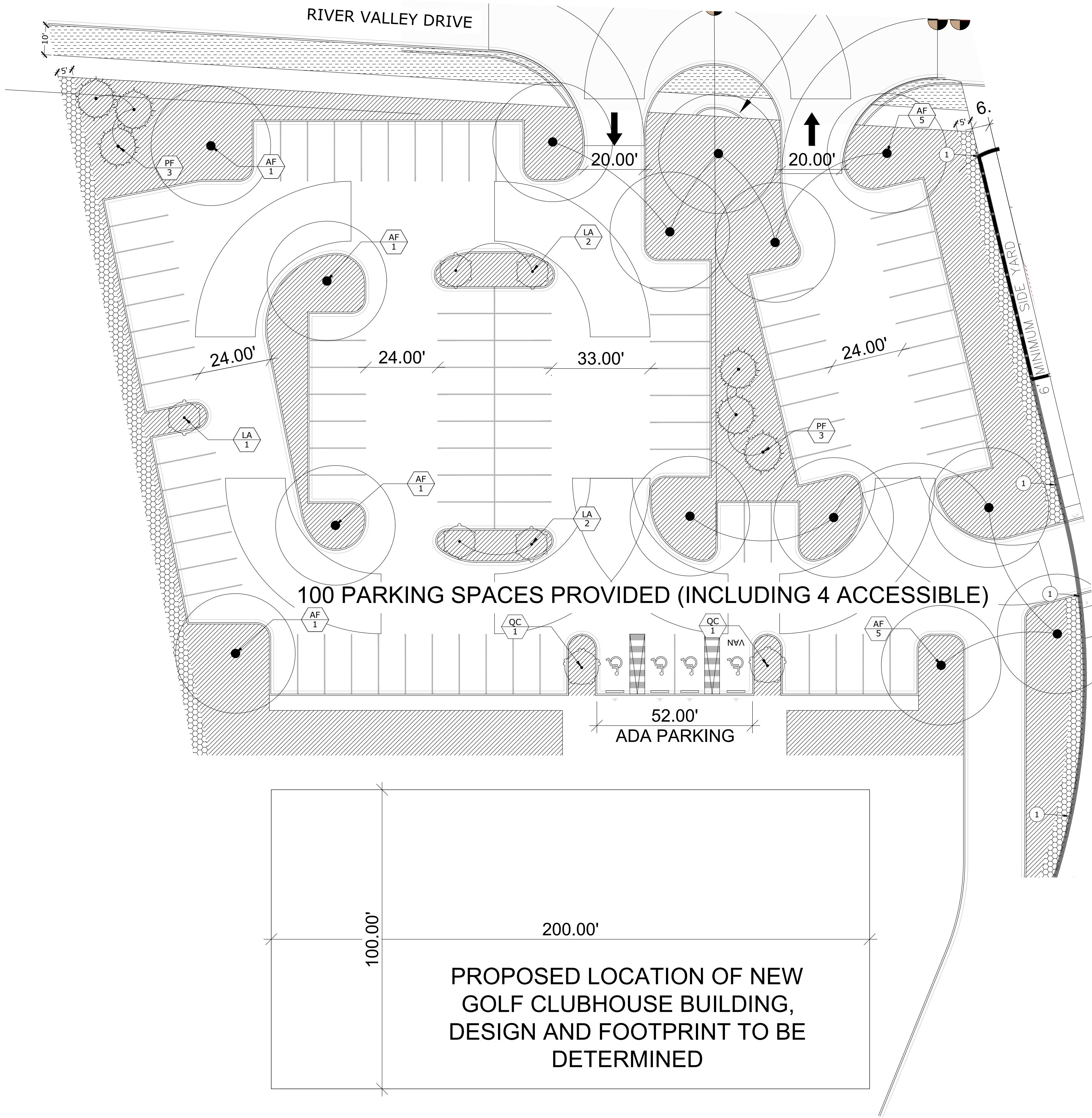
REVISION:

DRAWING:
L1.0

40-18

O:\Projects\21-003 Horn Rapids Golf Course PUD\DWG\SD\21-1-18 Horn Rapids PUD Landscape.dwg Layout: PUD Golf Course Parking Lot Date: 2021-Jan-18, 1:35 PM Printed by: MTLA5610

A LANDSCAPE PLAN



CALLOUTS

1 PUD TOWNHOMES PROPERTY LINE.

LEGEND

- GOLF COURSE CLUBHOUSE PARKING LOT LANDSCAPE: ORNAMENTAL LANDSCAPE PLANTERS AND TURF GRASS SOD. TREE AND SHRUB LOCATION, QUANTITY AND TYPE TO MEET RICHLAND MUNICIPAL CODE CHAPTER 23.54, OFF-STREET PARKING AND LANDSCAPING REQUIREMENTS.
- 5' WIDE PERIMETER COVERAGE ADJACENT TO ABUTTING PROPERTIES TO MEET RICHLAND MUNICIPAL CODE CHAPTER 23.54, OFF-STREET PARKING AND LANDSCAPING REQUIREMENTS.
- 10' WIDE PERIMETER COVERAGE ADJACENT TO PUBLIC RIGHT-OF-WAY TO MEET RICHLAND MUNICIPAL CODE CHAPTER 23.54, OFF-STREET PARKING AND LANDSCAPING REQUIREMENTS.
- 6' TALL SOLID SCREEN FENCE (PUD TOWNHOMES).

PLANT LEGEND

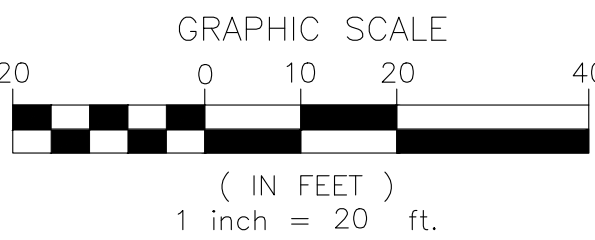
TREES	BOTANICAL / COMMON NAME	SIZE
AF	Acer x freemanii 'Jeffersred' / Autumn Blaze Maple	2" Cal.
LA	Liriodendron tulipifera 'Arnold' / Arnold Tulip Poplar	2" Cal.
PF	Pinus flexilis 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Pine	7-8" Tall
QC	Quercus robur 'Crimschmidt' / Crimson Spire Oak	2" Cal.

PLANT CALLOUTS

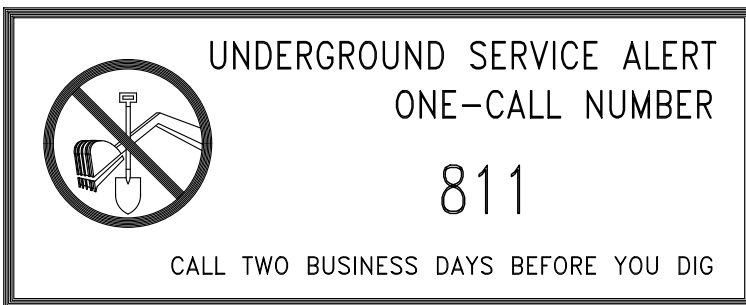
- XX PLANT ABBREVIATION
- ## NUMBER OF PLANTS
- EX EXISTING

SUBMITTAL NOTES

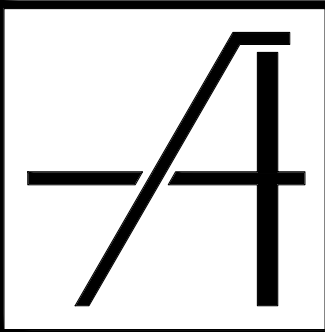
1. FINAL LANDSCAPE PLANS TO BE PREPARED FOR PERMIT SUBMITTAL.



MICHAEL TERRELL - LANDSCAPE ARCHITECTURE, PLLC
1421 N. MEADOWWOOD LANE, SUITE 150
LIBERTY LAKE, WA 99019
PHONE (509) 922-7449



PRELIMINARY - NOT FOR CONSTRUCTION



ARCHIBALD & CO.
ARCHITECTS, P.S.

660 Symons Street
Richland WA 99354

p: 509 . 946 . 4189
f: 509 . 943 . 1796

www.archibald.design

P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

PUD LANDSCAPE PLAN
CLUBHOUSE PARKING

CAD FILE:
21-1-18 Horn Rapids
PUD Landscape.dwg
DESIGNED: JCS

DRAWN: JCS

CHECKED: MDT

DATE: 2021.Jan.18

REVISION:

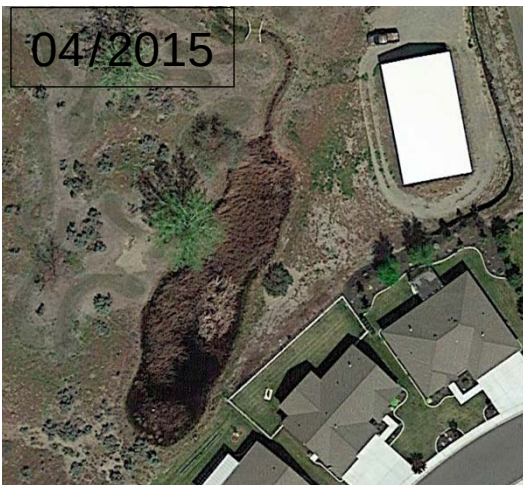
DRAWING:
L2.0

40-18

Pond 1

As you can see the pond was well cared for at the beginning when the area was put put golf. The put put golf closed some time between 2006 and 2012.

The pond started to decrease in size as it was not cared for and not filled regularly. By 2016 the pond was almost gone, but homeowners started filling the pond with their hoses. This is the pond that will be removed.

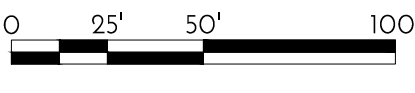


LOT SIZE TABLE								
LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)
1	4,634	2,890	19	3,480	1,736	37	4,133	2,389
2	3,692	1,948	20	5,222	3,478	38	3,481	1,737
3	3,715	1,971	21	4,301	2,557	39	3,481	1,737
4	4,176	2,432	22	3,874	1,330	40	4,380	2,636
5	4,324	2,580	23	3,874	1,330	41	4,882	3,138
6	4,084	2,340	24	4,414	2,670	42	4,973	3,229
7	4,185	2,441	25	5,088	3,344	43	5,357	3,613
8	5,045	3,301	26	4,281	2,537	44	4,621	2,877
9	6,565	4,821	27	4,244	2,500	45	4,308	2,564
10	4,037	2,293	28	5,026	3,282	46	4,679	2,935
11	4,037	2,293	29	4,345	2,601	47	4,449	2,705
12	5,768	4,024	30	3,480	1,736	48	4,041	2,297
13	4,415	2,671	31	3,480	1,736	49	4,538	2,794
14	3,480 *	1,736	32	3,972	2,228	50	8,814 **	7,070
15	3,480 *	1,736	33	3,977	2,233	51	4,678	2,934
16	4,133	2,389	34	3,481	1,737	52	5,171	3,427
17	4,133	2,389	35	3,481	1,737	53	3,631	1,887
18	3,480 *	1,736	36	4,133	2,389	54	4,087	2,343

NOTES: * DENOTES SMALLEST LOT SIZE **DENOTES LARGEST LOT SIZE LOT SIZE AVERAGE = 4,356 SQ FT

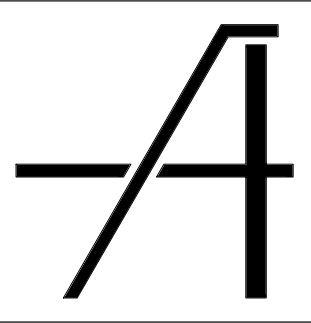
- SITE ACREAGE & DENSITY**
- TOTAL RESIDENTIAL SITE ACREAGE: 316,871 SQ FT (7.27 ACRES)
 - TOTAL NUMBER OF DWELLING UNITS PROPOSED: 54
 - PROPOSED DWELLING UNIT DENSITY: 54/7.27 ACRES = 7.43 DWELLING UNITS PER ACRE, ALSO SEE KEY NOTE 10.
 - DWELLING UNIT DENSITY OF ADJACENT SUBDIVISIONS: 65,830 SQ FT (1.51 ACRES) 8 DWELLING UNITS / 1.51 ACRES = 5.30 DWELLING UNITS PER ACRE.

- KEYED NOTES**
- 24'-0" WIDE PRIVATE DRIVE
 - 20'-0" DEEP RESIDENTIAL DRIVEWAY, TYPICAL
 - RESIDENTIAL GUEST PARKING, 19' x 9' PARKING SPACES
 - NEW 10'-0" WIDE ELECTRICAL EASEMENT
 - EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 52' OUTSIDE AND 32' INSIDE
 - 5'-0" WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARDS
 - NEW 20'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
 - 24'-0" MINIMUM TWO-WAY DRIVEWAY
 - GOLF CLUB HOUSE PARKING, 19' x 9' PARKING SPACES
 - NEW RESIDENTIAL TOWN HOME
MAXIMUM LOT COVERAGE = 50%
TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"
MINIMUM FRONT YARD SETBACK = 18'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 6'-0"
MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE, ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
 - 59' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
 - HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-52 AND INTERNATIONAL BUILDING CODE
- LANDSCAPED AREA



OVERALL ARCHITECTURAL SITE PLAN

1" = 50'-0"



ARCHIBALD & CO.
ARCHITECTS, P.S.
660 Symons Street
Richland WA 99354
p: 509. 946. 4189
f: 509. 943. 1796
www.archibald.design

P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

OVERALL ARCHITECTURAL
SITE PLAN

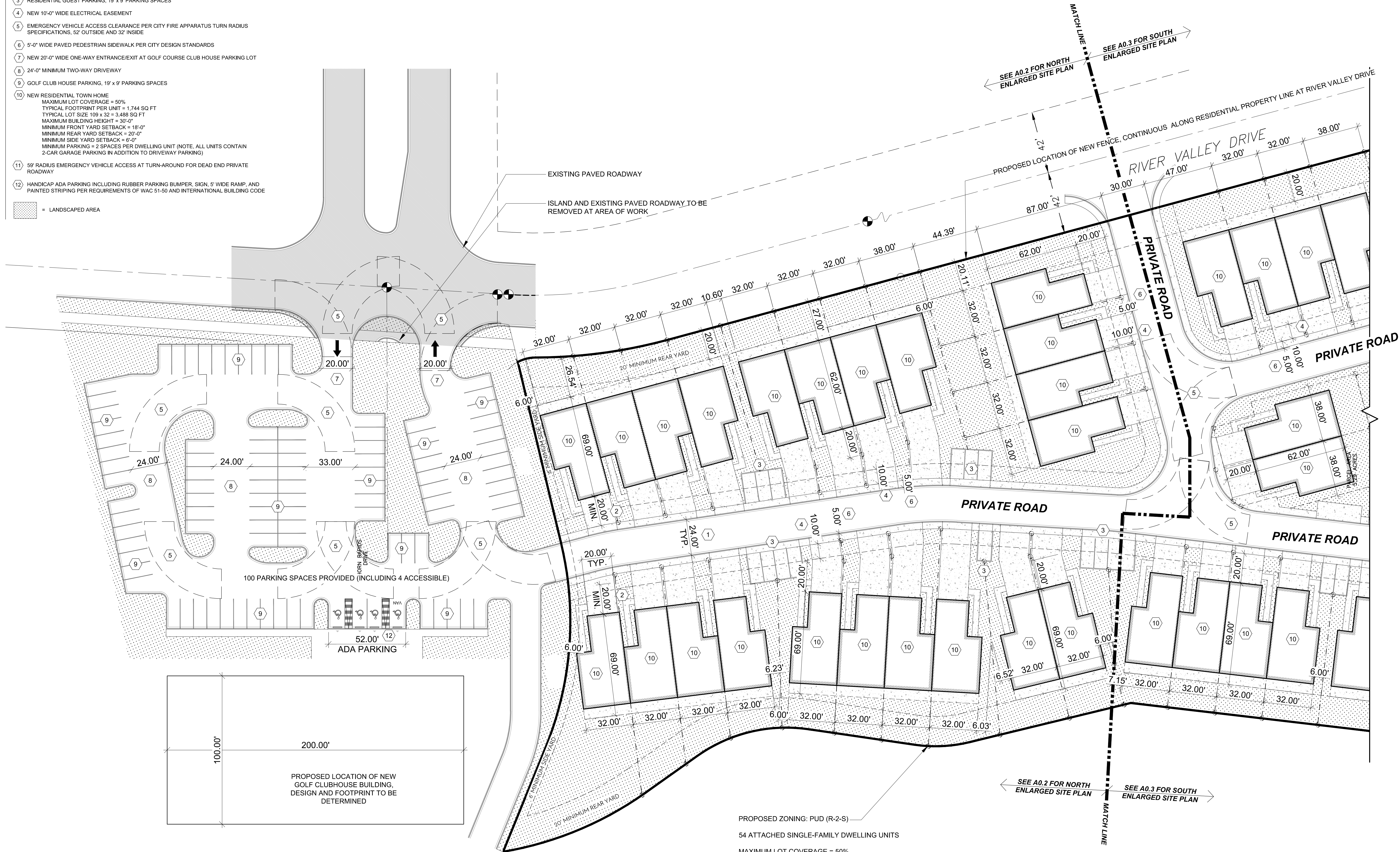
CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020.Dec.18
REVISION:

DRAWING:
A0.1

KEYED NOTES

- 1 24'-0" WIDE PRIVATE DRIVE
2 20'-0" DEEP RESIDENTIAL DRIVEWAY, TYPICAL
3 RESIDENTIAL GUEST PARKING, 19' x 9' PARKING SPACES
4 NEW 10'-0" WIDE ELECTRICAL EASEMENT
5 EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 52' OUTSIDE AND 32' INSIDE
6 5'-0" WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARDS
7 NEW 20'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
8 24'-0" MINIMUM TWO-WAY DRIVEWAY
9 GOLF CLUB HOUSE PARKING, 19' x 9' PARKING SPACES
10 NEW RESIDENTIAL TOWN HOME
MAXIMUM LOT COVERAGE = 50%
TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"
MINIMUM FRONT YARD SETBACK = 18'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 6'-0"
MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE, ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
11 59' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
12 HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-50 AND INTERNATIONAL BUILDING CODE

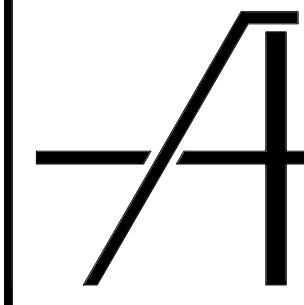
LANDSCAPED AREA



0 15' 30' 60'

ENLARGED SITE PLAN - NORTH

1" = 30'-0"



ARCHIBALD & CO.
ARCHITECTS, P.S.

660 Symons Street
Richland WA 99354

p: 509.946.4189
f: 509.943.1796

www.archibald.design

P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

ENLARGED SITE PLAN -
NORTH

CAD FILE:
4018A0001_SP.dwg

DESIGNED: JMA/KAS

DRAWN: KAS

CHECKED:

DATE: 2020.Dec.17

REVISION:

DRAWING:

A0.2

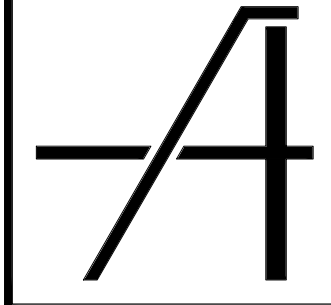
40-18



KEYED NOTES

- 24'-0" WIDE PRIVATE DRIVE
- 20'-0" DEEP RESIDENTIAL DRIVEWAY, TYPICAL
- RESIDENTIAL GUEST PARKING, 19' x 9' PARKING SPACES
- NEW 10'-0" WIDE ELECTRICAL EASEMENT
- EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 52' OUTSIDE AND 32' INSIDE
- 5'-0" WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARDS
- NEW 20'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
- 24'-0" MINIMUM TWO-WAY DRIVEWAY
- GOLF CLUB HOUSE PARKING, 19' x 9' PARKING SPACES
- NEW RESIDENTIAL TOWN HOME
MAXIMUM LOT COVERAGE = 50%
TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"
MINIMUM FRONT YARD SETBACK = 18'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 6'-0"
MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE, ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
- 50' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
- HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-50 AND INTERNATIONAL BUILDING CODE

LANDSCAPED AREA



ARCHIBALD & CO.
ARCHITECTS, P.S.
660 Symons Street
Richland WA 99354
p: 509.946.4189
f: 509.943.1796
www.archibald.design

P-U-D
SUBMITTAL
REVIEW

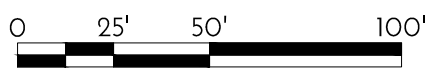
HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

ENLARGED SITE PLAN -
SOUTH

CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020-Dec-17
REVISION:

DRAWING:
A0.3

P:\0218 Project\40-18\MOBA0001_SP.dwg Layout: A0.4 Printed by: Kymal Shukley Date: 2020-Dec-17 1:09 PM



PHASING SITE PLAN
1" = 50'-0"

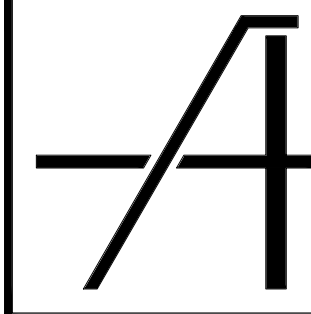


Curve Table			
CURVE	LENGTH	RADIUS	DELTA
C1	36.97	96.50	21°57'10"
C2	78.90	103.50	43°40'38"
C3	104.28	231.61	25°47'51"
C4	139.97	225.50	35°33'51"
C5	12.34	25.00	28°16'18"
C6	89.90	342.00	15°03'38"

Curve Table						
CURVE	LENGTH(M)	RADIUS	DELTA	CH. BRNG.	CHORD	LENGTH(P)
C1	28.80	722.00	2°17'09"	S71°52'50"W	28.80	
C2	35.22	722.00	2°47'42"	S74°25'16"W	35.22	
C3	76.27	722.00	6°03'10"	S78°50'42"W	76.24	76.28'
C4	13.78	722.00	1°05'38"	S82°25'06"W	13.78	13.78'
C5	40.01	388.00	5°54'30"	N79°37'37"E	39.99	40.02'
C6	97.77	350.00	16°00'16"	S46°21'17"W	97.45	97.82'
C7	95.02	350.00	15°33'18"	S62°05'27"W	94.73	94.78'
C8	44.63	350.00	7°18'24"	S73°36'07"W	44.60	44.77'

LEGEND

- PHASE 1 TOWN HOMES
- PHASE 2 TOWN HOMES
- PHASE 3 GOLF COURSE CLUB HOUSE
- PHASE 4 TOWN HOMES



ARCHIBALD & C^o
ARCHITECTS, P.S.
660 Symons Street
Richland WA 99354
p: 509 . 946 . 4189
f: 509 . 943 . 1796
www.archibald.design

P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

PHASING SITE PLAN

CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020-Dec-17
REVISION:

DRAWING:
A0.4

RCHIBALD & C^o |

www.archibald.design

P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

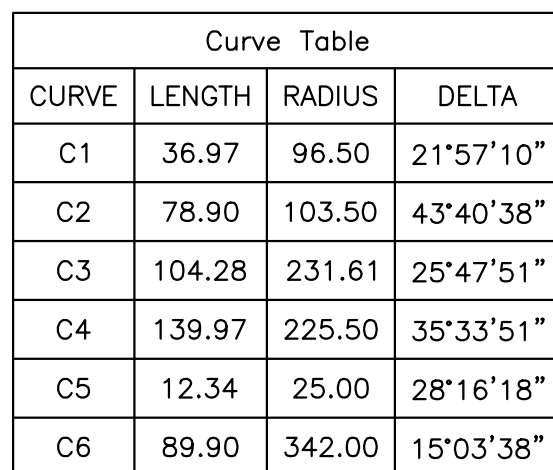
EXISTING SURVEY AND TOPOGRAPHY

EVISION:

RAWING:
V0.1

100

9. THIS SURVEY IS A COMPILATION OF FIELD WORK PERFORMED MAY 2019, SEPTEMBER 2020, AND DECEMBER 2020.



LEGEND						
= EDGE OF CONCRETE DRIVE Table						
CURVE	LENGTH	EDGE OF PAYMENT READING MINOR CONTOUR	DELTA	CH. BRNG.	CHORD	LENGTH(=)
C1	20.60	MAJOR CONTOUR = UC WATER	17'09"	S71°52'50"W	28.80	
C2	35.22	NO. 22	2'47'42"	S74°25'16"W	35.22	
C3	76.27	SANITARY SEWER MANHOLE	6'03'10"	S78°50'42"W	76.24	76.28'
C4	722.00	GAS METER	1'05'38"	S82°25'06"W	13.78	13.78'
C5	40.01	CATCH BASIN	5'54'30"	N79°37'37"E	39.99	40.02'
C6	97.77	FIRE HYDRANT	16'00'16"	S46°21'17"W	97.45	97.82'
C7	35.02	SIGN	15'33'18"	S62°05'27"W	94.73	94.78'
C8	44.63	WATER VALVE	7'18'24"	S73°36'07"W	44.60	44.77'

 = IRRIGATION BOX
 = ELECTRICAL PANEL
 = PHONE PEDESTAL
 = SEWER CLEAN OUT
 = TRANSFORMER
 = LIGHT POLE



DATE: 12-7-2020

REV:

CLIENT		GALE REW CONSTRUCTION		JOB 28620	
PROJECT		TOPOGRAPHIC SURVEY PTN SEC 28, T.10N., R.28E., W.M.			
DRN. BY	ALM	SCALE	1"= 60'	F. B. NO. BK 861	SHEET 1
APPROVED	DATE	12/7/20	ACD VER	-C3D19	

Printed by: Krystal Shockey Date: 2020-Dec-17, 1:28 PM

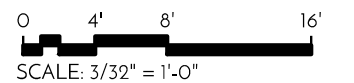
P:\2018 Projects\40-18\4018A0001_SP.dwg Layout: V0.1

EXISTING SURVEY & TOPOGRAPHY

Exhibit 1 - Packet 5



FIRST FLOOR PLAN
(1,270 NET SQ FT PER UNIT)



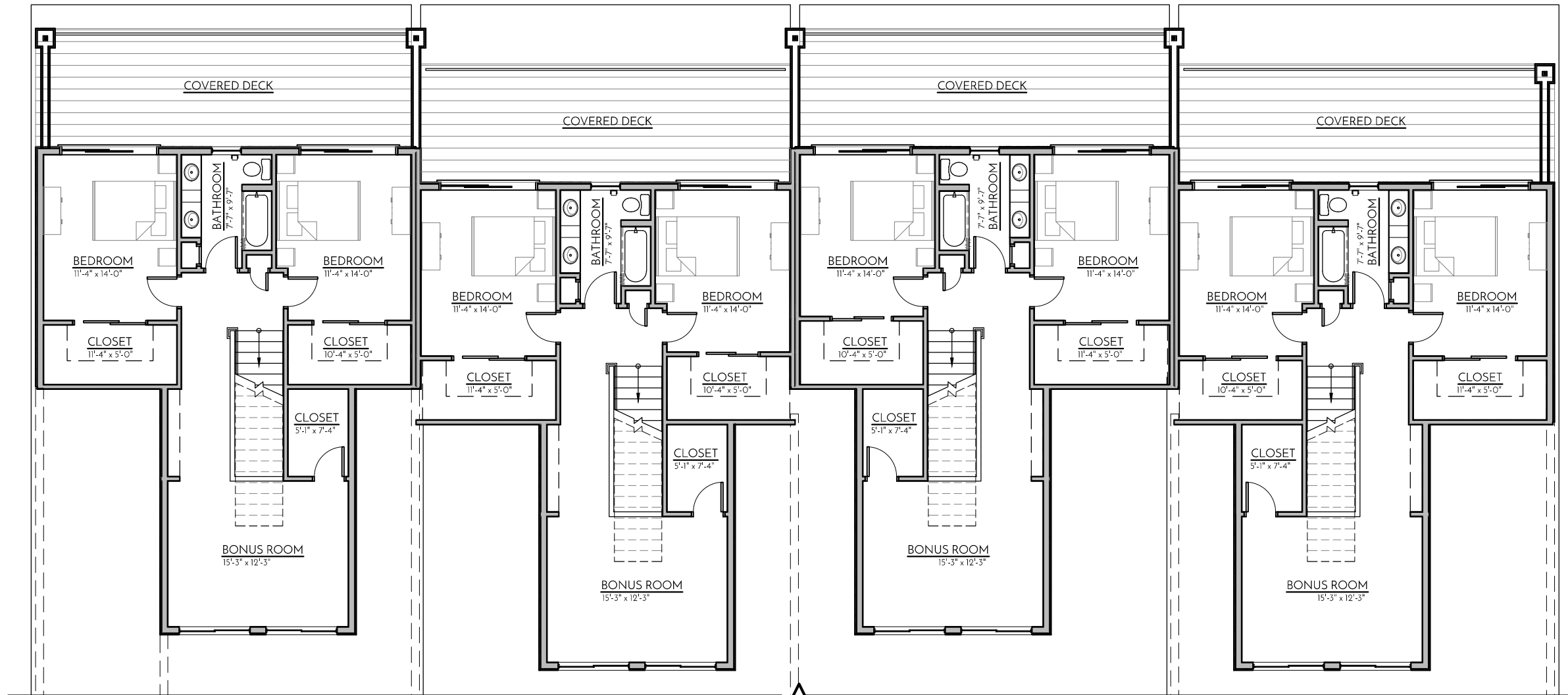
HORN RAPIDS TOWN HOMES - TYPE 'A' - FIRST FLOOR PLAN

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



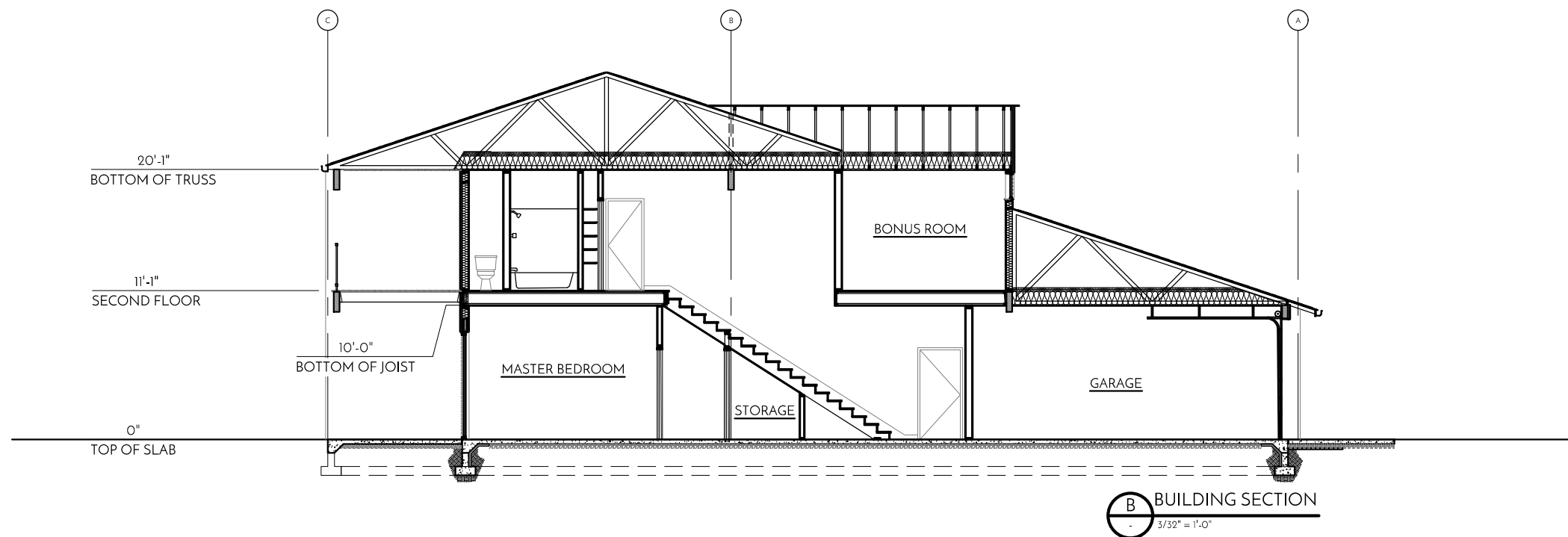
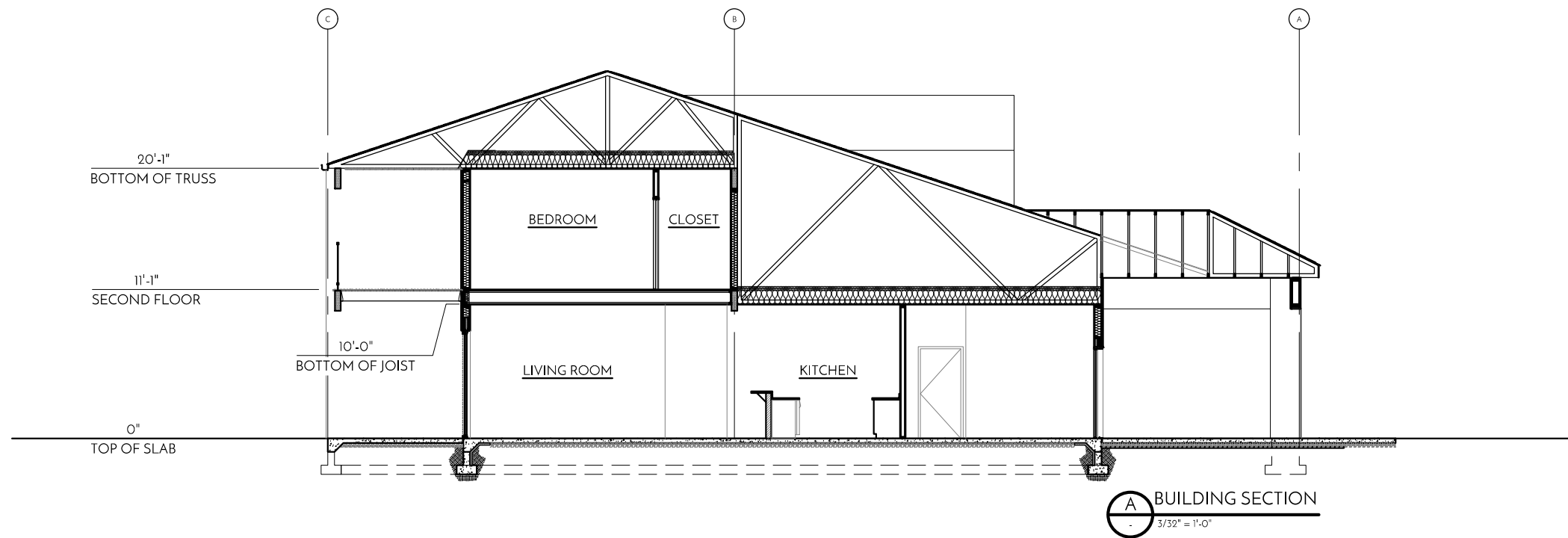
2019 Jul 08 40-18



SECOND FLOOR PLAN
 (910 NET SQ. FT. PER UNIT)

0 4' 8' 16'

SCALE: 3/32" = 1'-0"



HORN RAPIDS TOWN HOMES - TYPE 'A' - BUILDING SECTIONS

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



2019 Jul 08 40-18



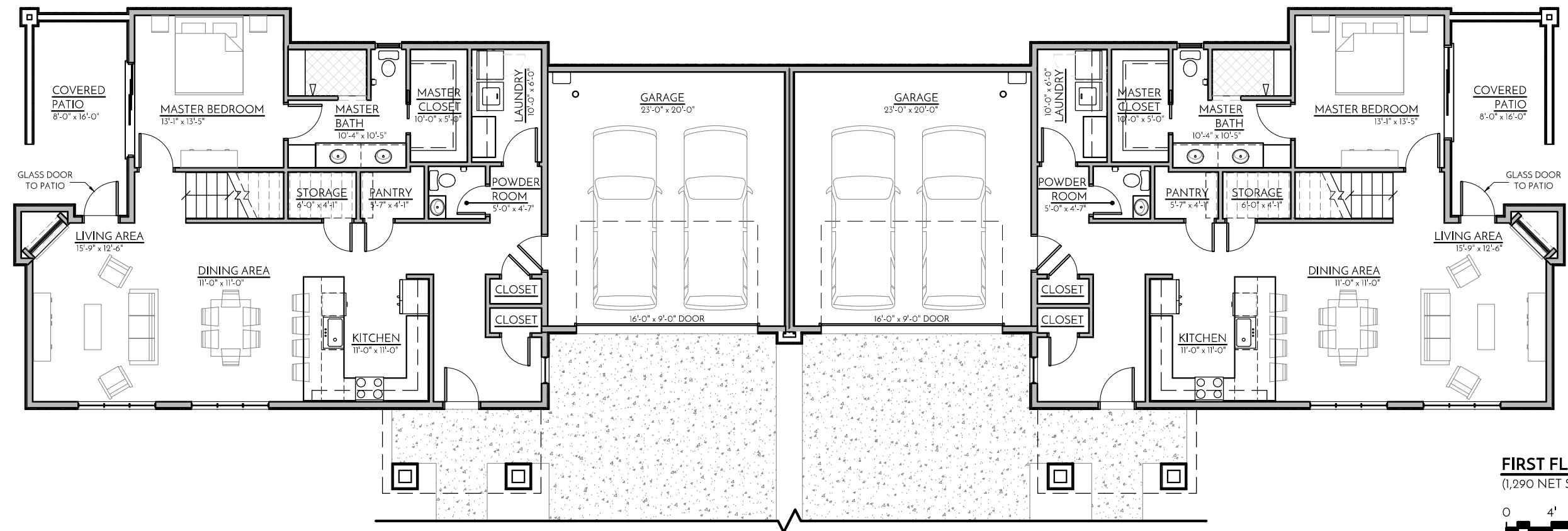
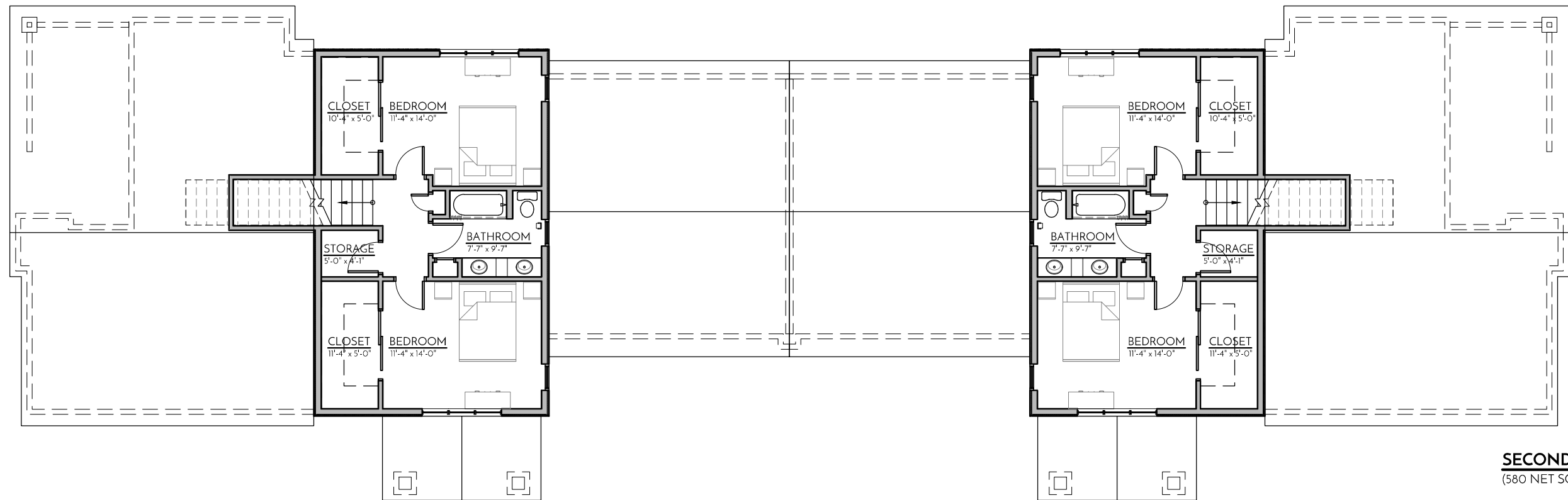
HORN RAPIDS TOWN HOMES - TYPE 'A' - RENDERINGS

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



2019 Jul 08 40-18



HORN RAPIDS TOWN HOMES - TYPE 'B' - FIRST & SECOND FLOOR PLANS - OPTION 1

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



2019 Jul 08 40-18



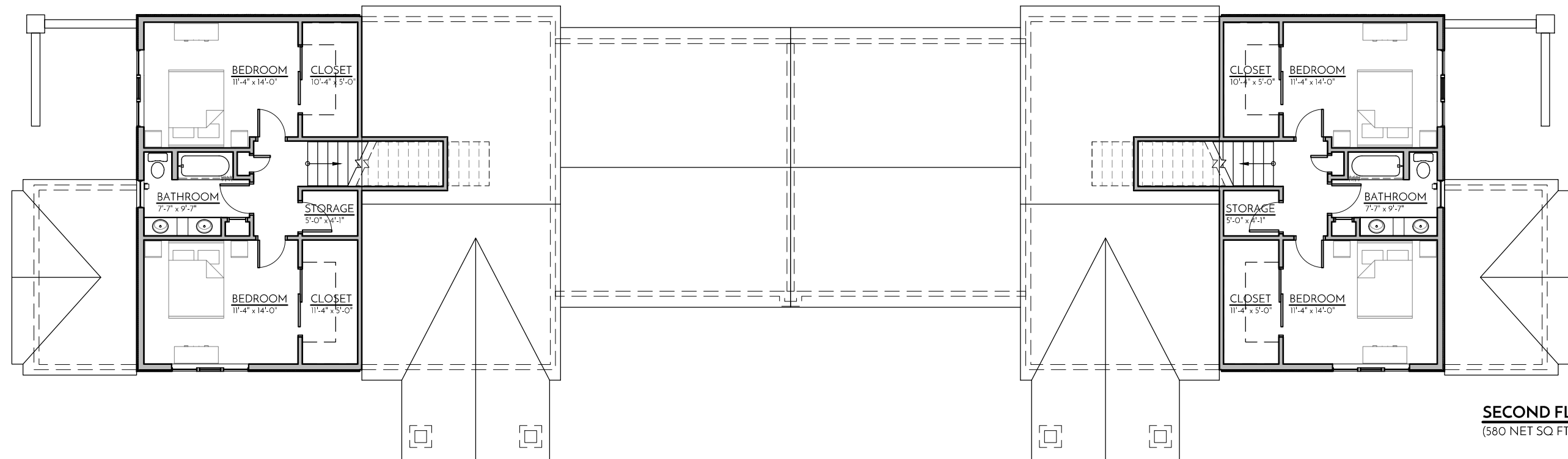
HORN RAPIDS TOWN HOMES - TYPE 'B' - RENDERING - OPTION 1

HORN RAPIDS | RICHLAND, WA

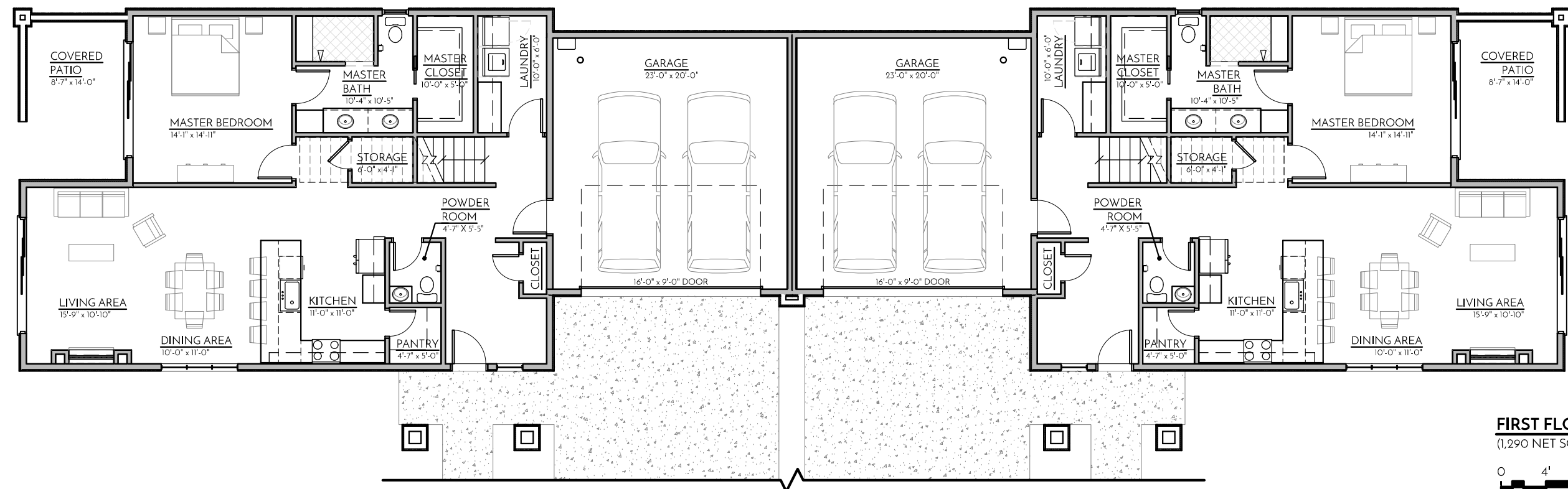
ARCHIBALD & C^o
ARCHITECTS, P.S.



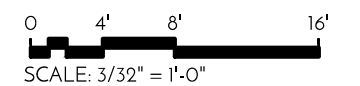
2019 Jul 08 40-18



SECOND FLOOR PLAN
(580 NET SQ FT PER UNIT)



FIRST FLOOR PLAN
(1,290 NET SQ FT PER UNIT)



HORN RAPIDS TOWN HOMES - TYPE 'B' - FIRST & SECOND FLOOR PLANS - OPTION 2

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



2019 Jul 08 40-18



HORN RAPIDS TOWN HOMES - TYPE 'B' - RENDERING - OPTION 2

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



2019 Jul 08 40-18

ORDINANCE NO. 34-94

AUG 22 12 20 PM '95

AN ORDINANCE of the City of Richland relating to land use, zoning classifications and districts and amending the Official Zoning Map of the City by amending Sectional Map No. 55B so as to change the zoning designation of an approximate 6-acre parcel located generally southwest of State Route 240, southeast of Grosscup Road and westerly of River Park Drive from Multiple Family Residential (R-3) to a Planned Unit Development (PUD) contingent upon the recording of a properly executed, delivered and accepted Property Use and Development Agreement (Columbia Triangle Venture).

WHEREAS, the Richland Physical Planning Commission on August 3, 1994, held a properly advertised public hearing to consider a petition to change the zoning of the property hereafter described, and said petitioners also filing an Addendum to the Horn Rapids Triangle Development Program Final EIS indicating the expected environmental impact anticipated by such zone change; and

WHEREAS, the Richland Physical Planning Commission took action at the August 3, 1994 meeting recommending approval of the requested rezone and preliminary PUD plan subject to conditions; and

WHEREAS, the City staff, prior to the Physical Planning Commission's consideration and City Council's consideration of such proposed zone change has reviewed the proposal, assessed the environmental impact expected therefrom and has determined that the proposed zone change and preliminary PUD plan approved would have no significant adverse environmental impacts beyond those identified in the Horn Rapids Triangle Development Program Final EIS and Addendum thereto dated April 18, 1993; and

WHEREAS, the Richland City Council has considered the recommendations and all reports submitted to it and all comments and arguments made to it at the public hearing.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF RICHLAND:

Section 1.01. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is a Planned Unit Development (PUD) when consideration is given to the interest of the general public.

Section 1.02. Contingent upon the recording, as provided in Section 1.04 hereof, of a properly executed, delivered and accepted "Property Use and Development Agreement" substantially in the form attached hereto as Exhibit B, by the petitioner for rezone of the property (Columbia Triangle Venture), restricting the use and development of such property and in order to provide for a Planned Unit Development (PUD) of the approximate 6-acre parcel located generally southwest of State Route 240, southeast of Grosscup Road and westerly of River Park Drive and more particularly described in Exhibit A hereto. Such land is rezoned from Multiple Family Residential (R-3) to Planned Unit Development (PUD).

Section 1.03. Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, are amended by amending Sectional Map No. 55B, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached Sectional Map No. 55B bearing the number and date of passage of this ordinance and by the

reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 1.04. Upon receipt of a properly executed "Property Use and Development Agreement," as contemplated in Section 1.02 hereof, the City Manager is authorized to accept the same for and on behalf of the City, and upon such acceptance is authorized and directed to indicate such acceptance thereon, and, to cause said agreement to be recorded in the records of the Benton County Auditor, and to file said recorded agreement with the City Clerk.

Section 1.05. The City Clerk is directed to file with the Auditor of Benton County, Washington a copy of this ordinance and the attached amended Section Map No. 55B, duly certified by the Clerk as a true copy.

Section 1.06. This ordinance shall take effect on the day following the date of its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland on this 6th day of September, 1994.

/s/James D. Hansen
JAMES D. HANSEN
Mayor

APPROVED AS TO FORM:

/s/Thomas O. Lampson
THOMAS O. LAMPSON
City Attorney

OFFICIAL RECORDS

July 18, 1994

**LEGAL DESCRIPTION
FOR
BIRKDALE AT HORN RAPIDS (REZONE)**

That portion of the west half of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington described as follows:

Beginning at the inter-section of the centerline of Horn Rapids Drive with the centerline of River Park Drive as shown on the Plat of Prestwick at Horn Rapids, recorded in Volume 14 of Plats, Page 170, Records of Benton County, Washington;

Thence S 03°23'49" W along said centerline of River Park Drive, a distance of 82.40 feet to a point of curve;

Thence Southerly continuing along said centerline, along the arc of a curve to the left, said curve having a radius of 300.00 feet, through a central angle of 03°23'26" a distance of 17.75 feet to a point on the Southerly boundary of said Prestwick at Horn Rapids;

Thence S 89°37'10" W along said Southerly boundary, a distance of 42.00 feet to a point on the arc of a curve, the center of which bears N 89°57'32" E;

Thence Southerly along the arc of a curve to the left, said curve having a radius of 342.00 feet, through a central angle of 15°04'55" a distance 90.02 feet;

Thence S 15°07'22" E a distance of 163.03 feet to the True Point of Beginning of the herein described Tract;

Thence continuing South 15°07'22" E a distance of 261.57 feet to a point of curve;

Thence Southerly and Westerly along the arc of a curve to the right, said curve having a radius of 388.00 feet, through a central angle of 97°56'42" a distance of 663.27 feet;

Thence S 77°50'47" W a distance of 125.24 feet;

Thence N 05°37'40" W a distance of 82.35 feet;

Thence N 19°51'28" E a distance of 155.96 feet;

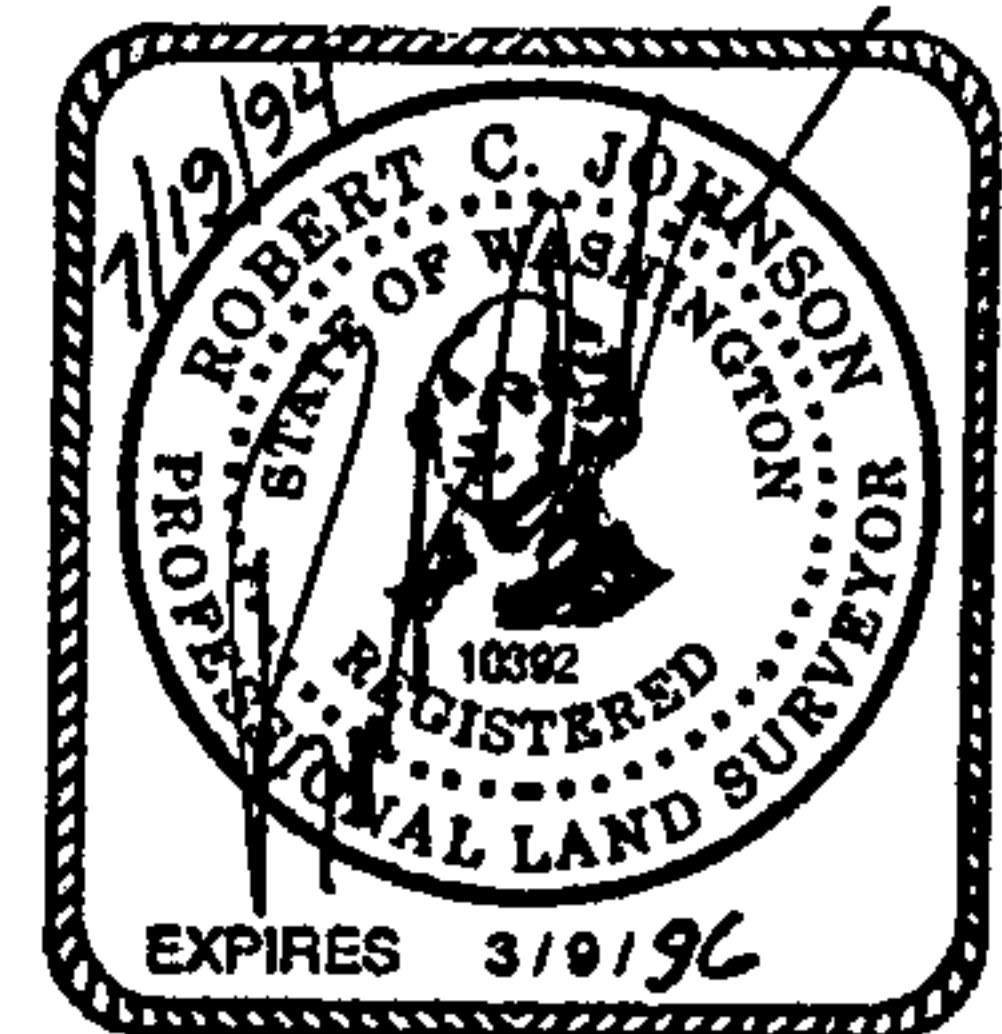
Thence N 08°02'37" E a distance of 143.88 feet;

Thence N 06°40'50" E a distance of 291.86 feet;

Thence N 61°28'30" E a distance of 113.49 feet;

Thence N 74°38'14" E a distance of 188.30 feet to the True Point of Beginning.

Tract contains 5.57 acres.



Prepared by:

Checked by:

B.J.
OK



Hugh G. Goldsmith
& Associates, Inc.

OFFICIAL RECORDS

EXHIBIT B

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this 20th day of September, 1994, by and between the CITY OF RICHLAND and COLUMBIA TRIANGLE VENTURE.

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

WHEREAS, the City of Richland is currently entertaining an application by Columbia Triangle Venture, (hereinafter "Owners") for a change of zone covering a 6-acre parcel located in Benton County, Washington (hereinafter "Property") and more particularly described in Exhibit A of Ordinance No. 34-94.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from Multiple Family Residential (R-3) to Planned Unit Development (PUD) pursuant to said application, Owners for themselves and for and on behalf of their heirs, successors and assigns, covenant and agree as follows:

1. Fire hydrants capable of supplying the required fire flow and blue reflective markers shall be provided at locations approved by the Fire and Emergency Services Department.
2. Fire hydrants capable of delivering the required fire flow shall be provided prior to combustible construction.
3. All street names shall be approved by the Fire and Emergency Services Department prior to recording of final plats for any phases.
4. Utility lines, easements and equipment shall be sized and located to the specifications of the various utility departments and companies providing services.
5. Irrigation easements shall be established along the rear of all lots.

OFFICIAL RECORDS

6. Plans for the water and sewer infrastructure shall be prepared by a licensed civil engineer and submitted to the City Engineer's office for approval.
7. Due to inadequate turn around space at the end of the dead end streets, refuse containers will be collected by the City at Birkdale Lane, requiring residents to wheel their containers from their homes to Birkdale Lane. A container pad sufficient for 5 to 7 homes' containers at each dead end street shall be constructed on Birkdale Lane.
8. All final plans for public improvements to be submitted on a 24" x 36" format. The Owners shall provide 3 mil mylar as-builts to the City. The as-builts must be submitted and approved by the City before the final punchlist inspection will be performed by the City.
9. Storm sewer system to be designed to pass a 25-year frequency storm. Owners' design to provide runoff protection to downstream property owners. The project will require a detailed erosion control plan.
10. Public improvement design shall follow the following general format:
 - a. Sanitary sewer to be aligned on the north and west side of street centerlines.
 - b. Storm sewer to be aligned on the south and east side of street centerlines.
 - c. Waterlines to be aligned on the south and east side of street centerlines.
 - d. Minimum centerline finish grade to be no less than 0.50% and maximum centerline finish grade to be no more than 12.0% for local streets.
 - e. Composite utility plan to be part of the final plan set.
 - f. Detailed grading plan to be part of the final plan set.
 - g. Utilities not in the public street area, Owners shall provide maintenance access acceptable to the City and be centered in a 10.00 foot easement to be conveyed to the City of Richland.
 - h. Final design of the public improvements to be approved at the time of the City's issuance of a public works construction permit.

- i. All on and off-site public improvements shall comply with the State of Washington and the City of Richland requirements and codes.
 - j. All cul-de-sacs to have a minimum of a 45.00 foot radius to face of curb to allow for adequate turning radius.
 - k. All public streets to meet design requirements for sight distance (horizontal, vertical and intersectional).
 - l. Final design plans to identify locations for street lighting, gas service, power lines, telephone lines, cable television, street trees and mailboxes.
- 11. All permanent survey monuments existing on the project site to be protected. If destroyed by the proposed site construction, the Owners shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.
 - 12. The proposed project is a segment of the Horn Rapids Master Plan and is subject to all conditions of approval of the Master Plan.
 - 13. All proposed streets within the proposed cluster homes shall be private streets. The approaches to the collector street shall be built to City of Richland commercial driveway standards.
 - 14. The proposed cluster home final subdivision shall not be recorded until all public utilities have been installed and accepted by the City of Richland.
 - 15. The proposed cluster homes subdivision's access to public streets is by way of the proposed collector street extension of River Valley Drive as identified on the Horn Rapids Master Plan. The collector street must be constructed with all public utilities dedicated to the public and accepted by the City prior to the cluster home subdivision recordation.

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

OFFICIAL RECORDS

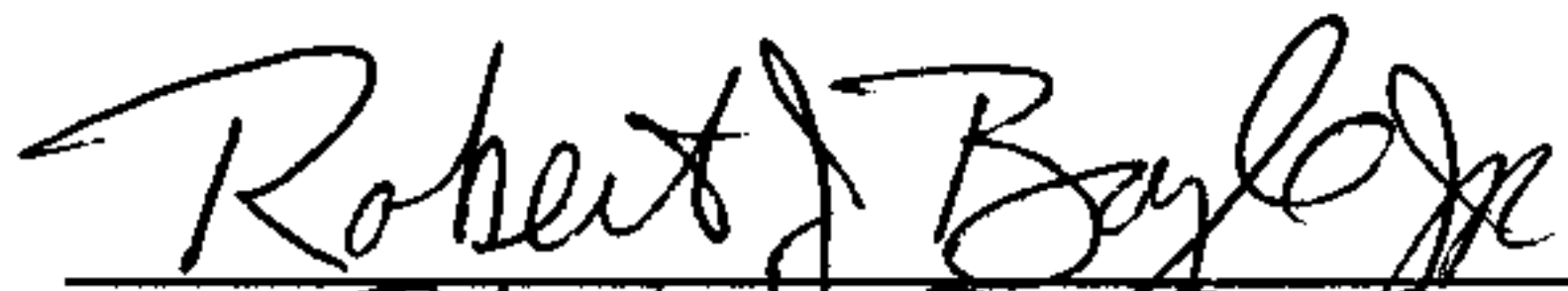
locality of the subject Property and shall have the right to enforce this covenant in any court of competent jurisdiction.

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

CITY OF RICHLAND

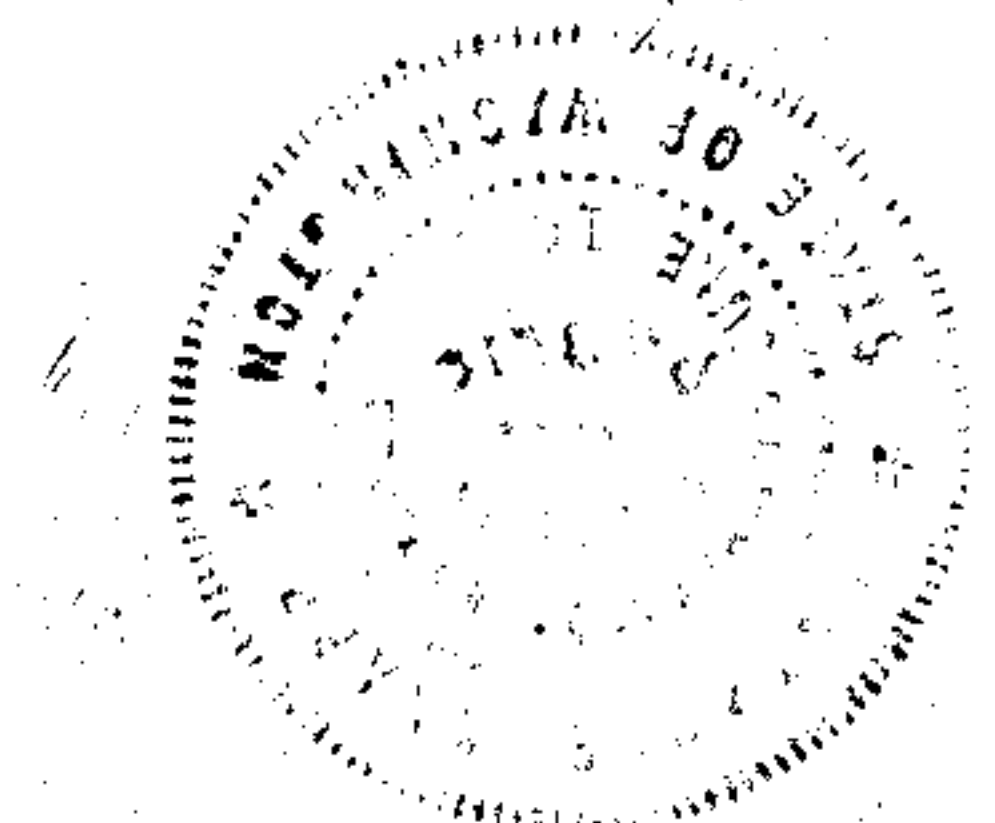
COLUMBIA TRIANGLE VENTURE


JOSEPH C. KING
City Manager


By: Robert S. Boyle, Jr.
Its: GENERAL MANAGER

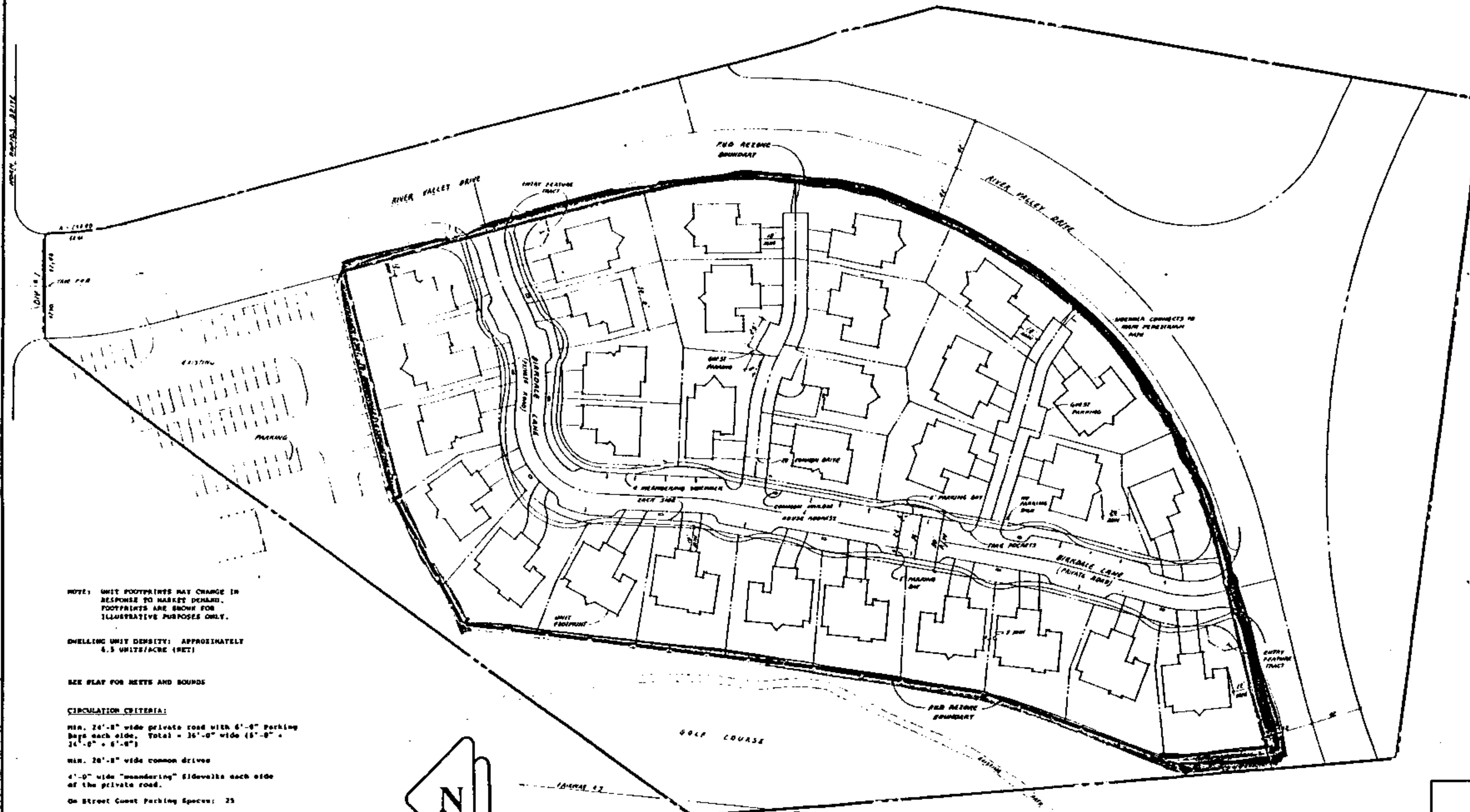
FORM APPROVED:


THOMAS O. LAMPSON
City Attorney



9/20/94

Suzanne Knapp
Residing at Walla Walla
Expires: 6/10/98



NOTE: UNIT FOOTPRINTS MAY CHANGE IN RESPONSE TO MARKET DEMAND. FOOTPRINTS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.

DWELLING UNIT DENSITY: APPROXIMATELY 6.5 UNITS/ACRE (NET)

SEE PLAN FOR NETS AND SOUNDS

CIRCULATION CRITERIA:

Min. 24'-0" wide private road with 6'-0" parking bays each side. Total = 36'-0" wide (6'-0" + 24'-0" + 6'-0")

Min. 28'-0" wide common drive

4'-0" wide "meandering" sidewalks each side of the private road.

On Street Guest Parking Spaces: 25

Off Street Guest Parking Spaces: 0

MAX. BUILDING HEIGHT = 18' per 1991 addition USC Section 409

SETBACK CRITERIA

Min. Setback to Property Line at Arterial = 12'-0"

Min. Sideyard Setback = 5'-0"

Min. Setback from face of curb at Private Road = 15'-0"

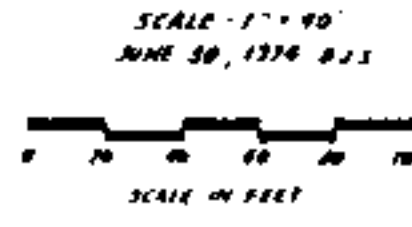
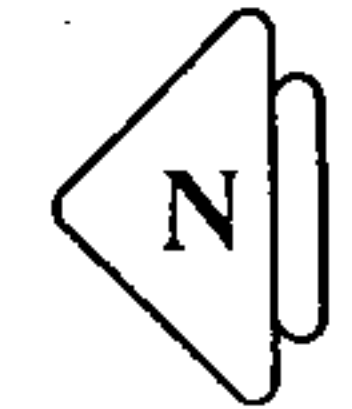
Min. Front and Rear Setbacks = 15'-0"

Min. from Carport Doors to Common Drive (or back of Sidewalk at Private Road) = 18'-0"

Guidelines for Siting Houses:

20'-0" Min. rear when facing side wall

40'-0" Avg. between houses when sited back to back



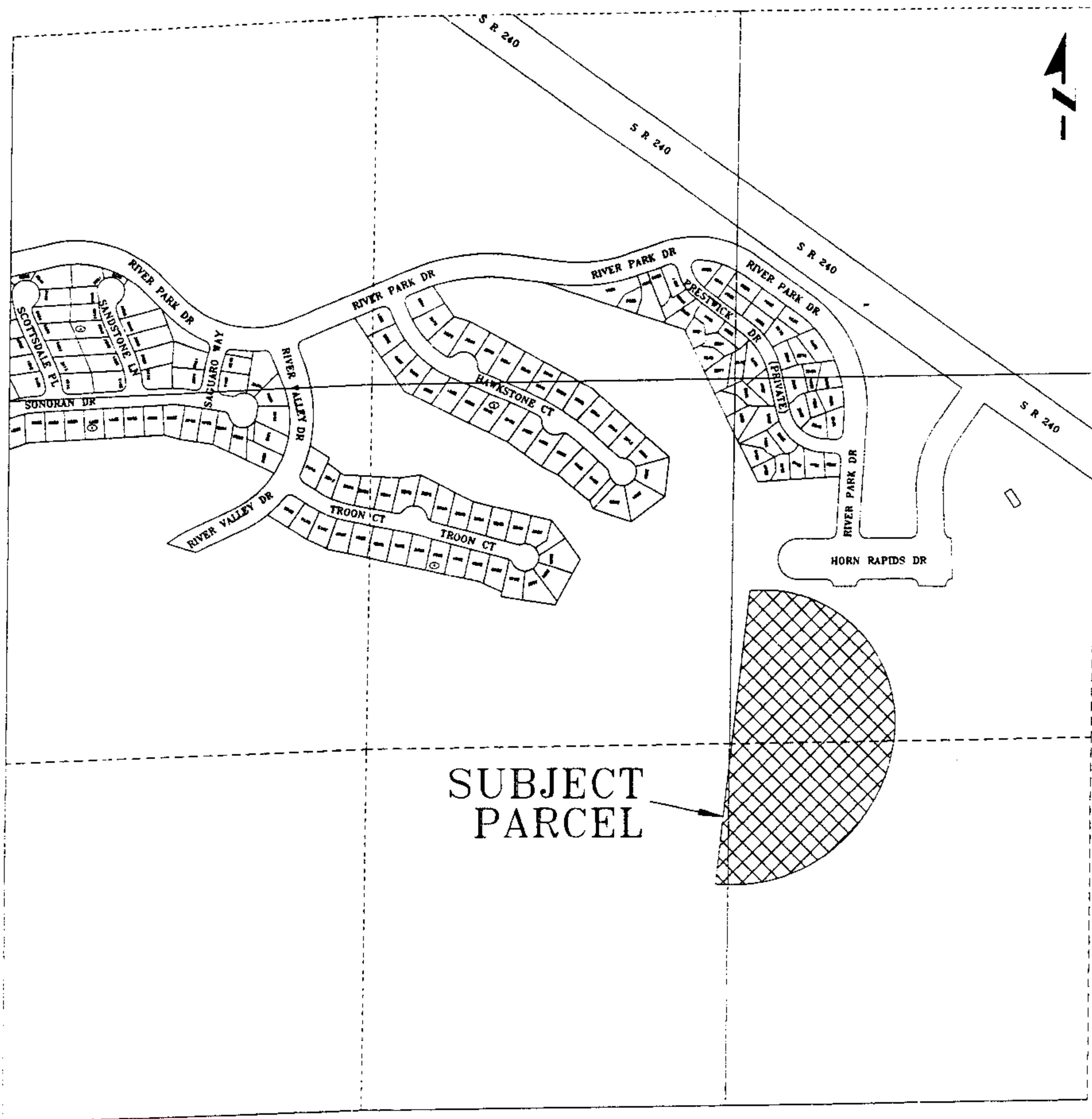
Z94-114

COLUMBIA TRIANGLE VENTURE
2800 S.W. 210
P.O. Box 818
Richland, WA 99352-8998
Phone: (509) 375-1501

COLUMBIA
TRIANGLE
VENTURE

PRELIMINARY
P.U.D. PLAN
**BIRKDALE AT
HORN RAPIDS**

CITY OF RICHLAND, WASHINGTON



Z94-114



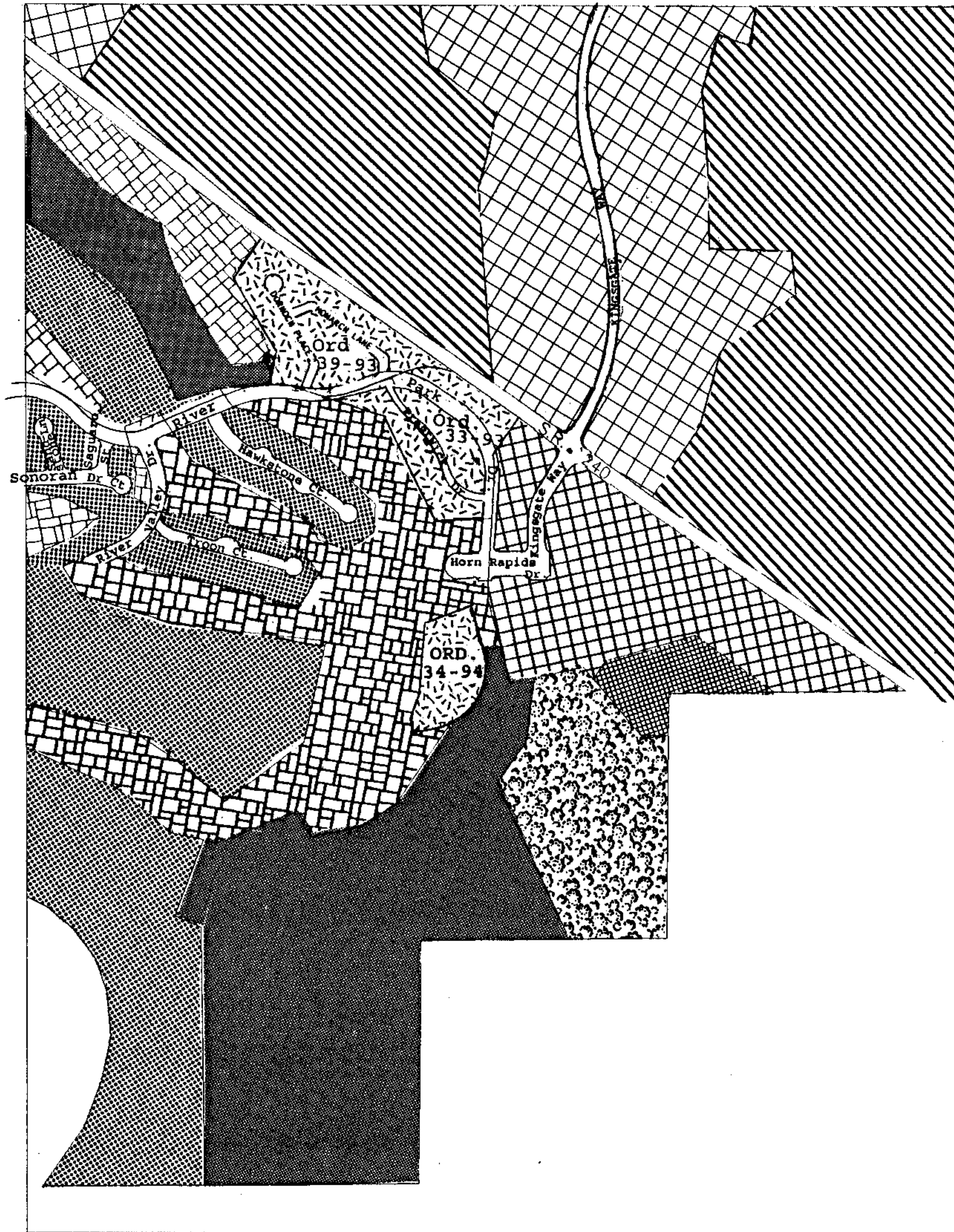


Exhibit 3



CITY OF RICHLAND NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING AND OPTIONAL DNS (PUD2021-101 & EA2020-133)

Notice is hereby given that HJBT Properties have filed an application for a 54-unit Planned Unit Development referred to as The Links Residence at Horn Rapids. The site is generally located at 2800 Clubhouse Lane, Richland, WA. The specific location of the proposed development is along the eastern boundary of the 18th hole of Horn Rapids Golf Course and south of the existing pro-shop.

The Richland Hearings Examiner will conduct a virtual public hearing and review of the application at 6:00 p.m., Monday, May 10, 2021. All interested parties are invited to participate in the virtual public hearing by visiting the City of Richland website (www.ci.richland.wa.us).

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

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 Boulevard, MS-35, Richland, WA 99352. Comments may also be emailed to mstevens@ci.richland.wa.us. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Written comments will be allowed to be submitted up to 6:00 p.m., Sunday, May 9, 2021. Written comments received after the cut-off time will not be accepted; however verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration, Title 23 Zoning and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Vicinity Map

Item: Planned Unit Development (Zoning)
Applicant: HJBT Properties
File #: PUD2020-101



Please publish the following:

Type of Legal Ad: Public Hearing Notice

Date(s) of Publication: Sunday, April 4, 2021

Richland's TCH Account: 450543

For Invoice Text Box on TCH Invoice HE PHN – PUD2021-101
(Richland MUNIS Description)

For PO Box on TCH Invoice D2586000 4401
(Richland Account No. - MUNIS)

Attention: Jana Duncan (TF)

**CITY OF RICHLAND
NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING, AND OPTIONAL DNS
(PUD2021-101 & EA2020-133)**

Notice is hereby given that HJBT Properties has filed an application for a 54-unit Planned Unit Development referred to as The Links Residence at Horn Rapids. The site is generally located at 2800 Clubhouse Lane, Richland, WA. The specific location of the proposed development is along the eastern boundary of the 18th hole of Horn Rapids Golf Course and south of the existing pro-shop.

The Richland Hearing Examiner will conduct a virtual public hearing and review of the application on Monday, May 10, 2021 at 6:00 p.m. All interested parties are invited to participate in the virtual public hearing by visiting the City of Richland's website (www.ci.richland.wa.us).

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

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 Boulevard, MS-35, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to mstevens@ci.richland.wa.us. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Submission of written comments will be allowed up until 6:00 p.m. on Sunday, May 9, 2021. Written comments received after the cut-off time will not be accepted; however verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration, Title 23 Zoning, and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Published: Sunday, April 4, 2021

AFFIDAVIT OF MAILING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, Briana Ghbein, who, being first duly sworn upon oath deposes and says:

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

2. On the 29th day of March, 2021, I mailed a copy of the attached NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING, AND OPTIONAL DNS (PUD2021-101 & EA2020-133) to the attached list of individuals via regular USPS on the date indicated above. The Hearing Examiner will conduct a virtual public hearing and review of the application at 6:00 p.m. on Monday, May 10, 2021.


Signed: Briana Ghbein

SIGNED AND SWORN to before me this 29th day of March, 2021 by Briana Ghbein.




Notary Public in and for the State of Washington,


Print Name
Residing at 625 Swift Blvd, Richland
My appointment expires: 4-25-23

AFFIDAVIT OF MAILING
Notice of Application & Virtual Public Hearing
Address list attached.





Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star

Miami Herald/el Nuevo Herald
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star Telegram
The State - Columbia

Sun Herald - Biloxi
Sun News - Myrtle Beach
The News Tribune - Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36823	37396	Print Legal Ad - IPL0017263	HE PHN PUD 2021-101	\$192.45	1	7.81

Attention: Jana Duncan
CITY OF RICHLAND/LEGALS
625 SWIFT BLVD. MS-11
RICHLAND, WA 99352

**CITY OF RICHLAND
NOTICE OF APPLICATION, VIR-
TUAL PUBLIC HEARING, AND
OPTIONAL DNS**

(PUD2021-101 & EA2020-133)

Notice is hereby given that HJBT Properties has filed an application for a 54-unit Planned Unit Development referred to as The Links Residence at Horn Rapids. The site is generally located at 2800 Clubhouse Lane, Richland, WA. The specific location of the proposed development is along the eastern boundary of the 18th hole of the Horn Rapids Golf Course and south of the existing pro shop.

The Richland Hearing Examiner will conduct a virtual public hearing and review of the application on **Monday, May 10, 2021 at 6:00 p.m.** All interested parties are invited to participate in the virtual public hearing by visiting the City of Richland's website at www.ci.richland.wa.us.

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

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 Boulevard, MS-35, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to mstevens@ci.richland.wa.us. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Submission of written comments will be allowed up until 6:00 p.m. on Sunday, May 9, 2021. Written comments received after that date will not be accepted; however, verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration, Title 23 Zoning, and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Published: Sunday, April 4, 2021
IPL0017263
Apr 4 2021

COUNTY OF BENTON)

SS

STATE OF WASHINGTON)

Islamae Brown, being duly sworn, deposes and says, I am the Legals Clerk of The Tri-City Herald, a daily newspaper. That said newspaper is a local newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published continually as a daily newspaper in Benton County, Washington. That the attached is a true copy as it was printed in the regular and entire issue of the Tri-City Herald and not in a supplement thereof, ran 1 time(s) commencing on 04/04/2021, and ending on 04/04/2021 and that said newspaper was regularly distributed to its subscribers during all of this period.

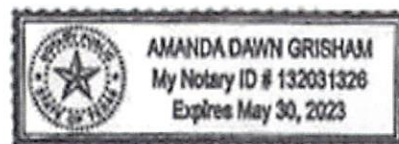
Islamae Brown

(Signature of Legals Clerk)

Sworn to and subscribed before me this 6th day of April in the year of 2021

Amanda Grisham

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, **Michael Stevens**, who, being first duly sworn upon oath deposes and says:

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

2. On the 31st day of March, 2021, I posted the attached NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING, AND OPTIONAL DNS (File Numbers: PUD2021-101 & EA2020-133) in the following location:

Along River Park Dr. at the southern entrance to the Horn Rapids Golf Course parking lot, Richland, WA



Signed: Michael Stevens

SIGNED AND SWORN to before me this 31st day of March, 2021, by Michael Stevens.



Signature of Notary

Briana C. Ghbein

Printed Name

Notary Public in and for the State of Washington,

Residing in Benton County, WA

My appointment expires: 4-25-23

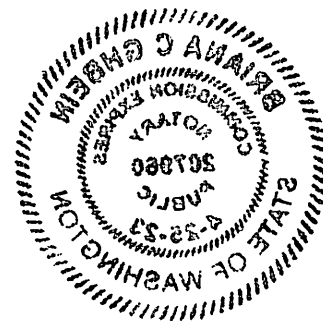


Exhibit 4



File No. EA2020-133

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

Description of Proposal: A 54-unit Planned Unit Development referred to as The Links Residence at Horn Rapids.

Proponent: HJBT Properties, LLC
1413 Sunset Street
Richland, WA 99354

Location of Proposal: The project site is generally located at 2800 Clubhouse Lane, Richland, WA upon a portion of Assessor's Parcel Number 128082000001005. The specific location of the proposed development is along the eastern boundary of the 18th hole of Horn Rapids Golf Course and south of the existing pro-shop.

Lead Agency: City of Richland

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

() There is no comment for the DNS.

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

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

Responsible Official: Mike Stevens

Position/Title: Planning Manager

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

Date: May 3, 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: [\[help\]](#)

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: [\[help\]](#)

The Links Residence at Horn Rapids

2. Name of applicant: [\[help\]](#)

Brad & Thera Rew

3. Address and phone number of applicant and contact person: [\[help\]](#)

1413 Sunset St. Richland WA 509-528-6092

4. Date checklist prepared: [\[help\]](#)

01/02/2021

5. Agency requesting checklist: [\[help\]](#)

City of Richland

6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#)

Phase 1: 6 Months

Phase 2: 6 Months

Phase 3: 9 months

Phase 4: 6 months

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#)

1. Build 54 Townhomes on the 18th hole of Horn Rapids Golf Course
2. New Clubhouse & Event Center (Phase 3 of Townhome plans)
3. New Cart Barn (Phase 3 of Townhome plans)
4. Parking Lot updated, expanded and moved (Phase 3 of Townhome plans)

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [\[help\]](#)

We did a full environmental Evaluation on this property. It is attached in Dropbox file link (provided in Email) labeled "Environmental Evaluation".

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. [\[help\]](#)

No

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

[\[help\]](#)

-PUD/Zoning approval

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

Project site: 7.27 acres

Developing a 54-unit townhome community on vacant land along hole 18 of Horn Rapids Golf Course.

Horn Rapids Golf course will have a New Club House and Event center in their current location.

Parking lot for Horn Rapids Golf Course will be moved to the north

Cart Barn for Horn Rapids Golf Course will be moved under Pro Shop/ Event Center.

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. [\[help\]](#)

Address: 2800 Clubhouse Lane. Richland WA 99354. The location is vacant land along the 18th hole of Horn Rapids Golf Course, south of the Pro-shop.

Dropbox files:

1. Map 3 Surrounding Areas (shows exact location of the site)
2. Map 1&2 (topo's from the surveyor)
3. Archibald PUD site plans V0.1 (a combined Topo Map)

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)

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

a. General description of the site: [\[help\]](#)

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

b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#)

Approximate 18%

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. [\[help\]](#)

Land is sandy in this region

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#)

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. [\[help\]](#)

Purpose: Development of a 54 Townhome Community at Horn Rapids.

Type: Excavation including grading, leveling and filling as needed/required by the building Dept. We plan to move the dirt we have to level the land as best we can. Extra fill dirt might be required by building dept.

Total Area: 7.27 acres

Total Affected area: 7.27

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#)

I do not believe construction and grading of the property will cause erosion. During construction we will utilize these Corrosion prevention measures: Silt fencing, watering/sprinklers, BMP's (if necessary), and a construction entrance.

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

Approximately 66% impervious surface.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)

During construction we will utilize these Corrosion prevention measures: Silt fencing, watering/sprinklers, BMP's (if necessary), and a construction entrance.

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. [\[help\]](#)

Car emissions from trucks and cars, Asphalt emissions, Paint emissions, dust blowing, and any other common construction emissions.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)

No

- c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)

We will use water to keep down the sand in the air and dust blowing. Not leave cars and trucking idling.

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

- a. Surface Water:

- 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. [\[help\]](#)

The site includes man made ponds only. There is no natural streams, ponds, or wetlands on the property or the vicinity. As noted in the environmental report "There are no flood zones or wetlands associated with the site".

Pond 1: There are 1 pond located on our proposed building site. This is a man-made pond and have to be filled by a hose every year. Most of the year it has very little water. It has not been up kept and we plan to remove it. This pond is located South of the Pro Shop.

Pond 2: There is 1 other man-made pond in the vicinity. It is a large pond on the northwest side of the pro shop. This pond will remain and will not be affected by our construction.

- 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. [\[help\]](#)

As stated in 3.a.1 Pond 1 will be removed as it has very little water and most of the plastic lining is showing due to lack of upkeep. It is not very deep and will be excavated with the rest of the property. We

plan to use the existing dirt and move dirt around the site to level it out. If fill is needed, it will be brought in. See attached document in Dropbox "Pond 1".

Pond 2 will not be affected, and work will be completed more than 200ft away from this pond.

- 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. [\[help\]](#)

When we excavate, we plan to level out the area using existing dirt and moving it around. If fill is needed, we will source fill dirt as required by COR and Geotech engineer. The amount of fill will be determined by the excavator during the grading and leveling process. The pond is very shallow approximately 3feet so it will not be much if some is needed.

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

No there will not be any withdraws or diversions.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)

No, the property is above the 100 Year floodplain

- 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. [\[help\]](#)

No waste material will be discharged into water.

b. Ground Water:

- 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. [\[help\]](#)

All new units will be hooked up to City of Richland water. No wells will be used.

- 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. [\[help\]](#)

All new 54 townhome units will be hooked up to city sewer. No septic systems will be used.

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. [\[help\]](#)

Stormwater will be collected and disposed of through catch basins, drainage swales and infiltration galleries. Stormwater disposal system will be designed by a Washington State licensed civil engineer and submitted for review and approval with City of Richland.

- 2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#)

Not that I am aware of. We will build sewer system per COR requirements.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. [\[help\]](#)

No

- d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: [\[help\]](#)

Stormwater will be captured and infiltrated based on COR requirements

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

- a. Check the types of vegetation found on the site: [\[help\]](#)

___deciduous tree: alder, maple, aspen, other

___evergreen tree: fir, cedar, pine, other

__x__shrubs

__x__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? [\[help\]](#)

Proposal includes grading and removal of shrubs and grass to create multi-family housing.

Most of current vegetation will not remain.

- c. List threatened and endangered species known to be on or near the site. [\[help\]](#)

I do not know of any endangered species on or near the site.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)

New indigenous grasses, trees and shrubs shall be provided.

See landscaping plan in DB file.

- e. List all noxious weeds and invasive species known to be on or near the site. [\[help\]](#)

unknown

I do not know of any on or near the site.

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. [\[help\]](#)

Birds, Rabbits, Deer, Coyotes

- b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)

none known

c. Is the site part of a migration route? If so, explain. [\[help\]](#)

The site, as all of Tri-Cities, is part of the Pacific Flyway.

d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

All around the Horn Rapids Development is land where the wildlife may habitat. We plan to leave the surrounding areas untouched.

e. List any invasive animal species known to be on or near the site. [\[help\]](#)

none known

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. [\[help\]](#)

Electric and Natural Gas will be used to heat and cool multi-family dwellings.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. [\[help\]](#)

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: [\[help\]](#)

We abide by the Washington State Energy Codes. All dwellings will meet these criteria of energy and environmental conservation.

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. [\[help\]](#)

No

1) Describe any known or possible contamination at the site from present or past uses. [\[help\]](#)

None Known

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. [\[help\]](#)
There is natural gas line in the Horn Rapids community. Not sure if they are on this property but we will have gas to the townhomes

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. [\[help\]](#)
Natural Gas

4) Describe special emergency services that might be required. [\[help\]](#)
Standard local emergency services. EMS, Police and Fire, those identical to the needs

of the current Horn Rapids Development

- 5) Proposed measures to reduce or control environmental health hazards, if any: [\[help\]](#)
Call before we dig, have an environmental survey done, and have the land surveyed.

b. Noise [\[help\]](#)

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

Highway 240 traffic, Road traffic, Park across the street, golfing.

- 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. [\[help\]](#)

Construction would be the largest and short-term noise impact. Long term is cars and people as more dwellings are developed there will be more people and traffic.

- 3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#)

Set construction hours to normal day work hours to keep the times when most people are home free from construction noise.

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. [\[help\]](#)

Current use of the site is vacant land. There is a Cart shed onsite that is used for cart storage. Adjacent property uses include a golf course, banquet facility, parking lot, single family homes, townhomes, and a park. The proposal will clean up the unused eyesore and build multifamily units for more to enjoy the golf course and Horn Rapids amenities. This will not affect other uses adjacent properties use.

- 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? [\[help\]](#)

No

- 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: [\[help\]](#)

No

- c. Describe any structures on the site. [\[help\]](#)

Horn Rapids Pro Shop and Deli

Horn Rapids Banquet Facility

Horn Rapids Golf Cart Barn

Horn Rapids Private Cart Barn

Horn Rapids Bathrooms

d. Will any structures be demolished? If so, what? [\[help\]](#)

Yes

Horn Rapids Golf Cart Barn

Horn Rapids Private Cart Barn

Horn Rapids Bathrooms

Eventually the pro shop and Banquet facility will be replaced.

e. What is the current zoning classification of the site? [\[help\]](#)

Agriculture and PUD (Planned Unit Development)

f. What is the current comprehensive plan designation of the site? [\[help\]](#)

Developed Open Space and Medium Density Residential

g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)

Not Applicable

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

[\[help\]](#)

No

i. Approximately how many people would reside or work in the completed project? [\[help\]](#)

Approximately 100-150

j. Approximately how many people would the completed project displace? [\[help\]](#)

None

k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)

N/A

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)

Our proposal is compatible with the current Horn Rapids Development. We will offer town homes which they have in other developments in Horn Rapids. The only difference is our townhome will not have an age limit to live here. This will be open to all age groups to purchase.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: [\[help\]](#)

There is no agricultural or forest lands of long-term commercial significance in this area.

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

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)

Approximately 54 units of middle-income housing would be provided.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)

0

- c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)

We plan to build in phases to reduce the sudden influx of so many new tenants.

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? [\[help\]](#)

The maximum building height will be 30'. Exterior will be stucco, stone, and siding.

- b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)

Direct views of the Golf Course. Most homes in the vicinity will still have a view but it will be smaller views vs a pano view.

- b. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)

Build to fit in with the surrounding building/homes.

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

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#)

Normal housing lighting. Night time.

- b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#)

No

- c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)

Water from the ponds could glare the sunlight.

- d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)

Use lighting that is not too bright and flows with what is already in Horn Rapids.

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

- a. What designated and informal recreational opportunities are in the immediate vicinity? [\[help\]](#)

Golfing, Swimming pool, Park, tennis courts, walking paths.

- b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#)

No

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)

We will not block or hinder access to walking paths or cart paths.

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. [\[help\]](#)

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. [\[help\]](#)

No: I reached out to DAHP with this response “there are no buildings/structures/sites/cemeteries located within or immediately adjacent to the proposed project area”.

- 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. [\[help\]](#)

I reached out to DAHP to find out if there was anything on our site. They suggested an Inadvertent Discovery Plan (Attached in DB file) incase we find something during construction.

- 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. [\[help\]](#)

We will notify Project Managers, Contractors, and Subcontractors, of our Inadvertent Discovery Plan so they know what to look for and how to proceed.

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. [\[help\]](#)

Highway 240. Clubhouse Lane, River Valley Dr.

- 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? [\[help\]](#)

No. Benton Franklin Transit does not provide service to Horn Rapids Community. The nearest route is Route 123, and the closest stop is 2.8 miles from the site.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)

Parking lot will be approved by City of Richland. Golf Course will have roughly 100 parking stalls unless city requires differently.

Each unit will include a driveway that has room for 2 parking spots and a 2-car garage. We have planned for an additional 29 guest parking spots.

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

Yes, new private roads will be created as part of the townhome development. Sidewalks will be added to the development as well.

Future plans would require us to work with COR transportation and adjust the public street (U turn into the golf course) to add a new parking lot for Horn Rapids Golf Course.

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

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? [\[help\]](#)

Residential vehicular trips would be daily, main busy hours would be before and after work. I would estimate 100-150 one-way trips per day.

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. [\[help\]](#)

no

h. Proposed measures to reduce or control transportation impacts, if any: [\[help\]](#)

We plan to work with COR for best solutions in entrance and exits that will impact transportation the least.

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. [\[help\]](#)

No.

b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#)

N/A

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

a. Circle utilities currently available at the site: [\[help\]](#)

Electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____ Well for water

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. [\[help\]](#)

City of Richland: Electrical, Sewer, Garbage Services, Water

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 Thera M. Rew

Position and Agency/Organization Owner

Date Submitted: 01/06/2021

Exhibit 5

From: [Josh Adkins](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Condominium plan
Date: Wednesday, April 21, 2021 6:51:30 PM

I would like to say I general sorry the project, but it is much bigger than originally presented to the community and it is severely impacting the property of some neighbors. This plan should be revised with input from the community.

From: allworth@frontier.com
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Thursday, April 29, 2021 3:51:34 PM

Dear City of Richland,

The development of town homes at the Horn Rapids Golf Course is long past due and deeply needed for the following reasons:

- The present field, structures and transient motor homes are a huge eyesore
- <!--[endif]-->Housing is in desperately short supply in the Tri-Cities
- Townhouses are exactly what the aging population needs as they downsize
- <!--[endif]-->Golf side townhouses will enhance the value of all properties in Horn Rapids
- <!--[endif]-->The architectural drawings reflect a thoughtful and elegant design

Yes, I do understand that some Crosswater residents object, yet the current condition is more distasteful than the beautiful proposed homes. Two years ago, we lived in rural Oregon with a view of the coastal range, then the neighbors trees grew and blocked our view. There is NO guarantee in this country that your view will always remain the same. Progress happens and we all need to roll with it.

I urge you to expedite the approvals so that we can fully enjoy our community. We have waited far too long for this development to begin.

Regards,

Karry & George Allworth

2317 Copperleaf St
Richland, WA 99454

allworth@frontier.com

From: [Tami Anderson](#)
To: [steve norton](#)
Cc: [steveconaway@charter.net](#); [Aftanas, Barbara](#); [Albro, Pat](#); [Brausen, Pat](#); [Burton, Julie](#); [CMMD Properties](#); [Conaway, Kathy](#); [Deobald, Barbara](#); [Drane, Gordon](#); [Eckenberg, Kay](#); [Ensign, Rachel & Patricia](#); [Forsythe, Don](#); [Goodman, Ben](#); [Griffin, Eileen](#); [Hart, Dan & Dana](#); [Hobbick, Della](#); [K Goodman](#); [Kinker, Ron & Patsy](#); [Lachman, Harold](#); [Lan, Jay & Li-Chuan](#); [Laurino, Dr. James](#); [Ledford, Cliff](#); [Manolopolulos, Chris](#); [Manolopolulos, Connie](#); [Meyer, Pat](#); [Meyers, Robert](#); [Mortensen, Rod & Laura](#); [Mosley, Jon](#); [Murphy, Nancy](#); [Neumayer, David & Karen](#); [Newman, David](#); [Ralston, Maurice](#); [Ramos, Phyllis](#); [Ray, Jonathon S.](#); [Rhodes, Virginia \(Ginger\)](#); [Rushman, Michael J.](#); [Saltz, Scott](#); [Santeford, Jack & Linda](#); [Schmidt, Michael](#); [Sweet, James & Jan](#); [Thomas, Judy M.](#); [Thompson, LeAnna](#); [Van Derley, Lisa](#); [Weier, Carrie Ann](#); [Willson, Chris](#); [Wyborny, Bruce & Janet](#); [Stevens, Mike](#)
Subject: Re: New Condos and the golf course
Date: Friday, April 23, 2021 10:09:53 AM

Rick & I couldn't agree more Steve! Prestwick residents need to realize all of these are very valid points you have pointed out Steve. They need to get out of the 90's and realize how much this would benefit all of us. I mean how loud is a new parking lot going to be! It would be nice to have a beautiful new clubhouse . We need to look at the pros not just the cons.

Rick & Tami Anderson

Sent from my iPhone

On Apr 22, 2021, at 8:38 PM, steve norton <golfisme@hotmail.com> wrote:

Hello all. First, I'd like to be clear that I completely understand and respect Steve's position and anyone else who holds similar views. We each have a right to our opinions and beliefs and for those opinions to be heard.

I'd like to offer a different perspective of the condo/golf course development for you to consider. I'm not trying to convince you my opinion is "the right" opinion, it's just a different one.

I attended and participated in all the informational meetings the new golf course owner (Brad Rew) held 2 years ago (or whenever that was, hard to measure time these days!). The condos, new club house, moving the golf course parking lot, potential improvements to the driving range, etc., were all discussed. There is nothing new that hasn't already been presented.

I was born and raised in Richland. That was when "South Richland" was still north of the Yakima River and nobody locked their doors. Yes, the Tri-Cities has grown tremendously over the past 60 years and it will grow even more over the next 60 years. While we may sometimes want to stop "progress" in it's tracks and keep everything the same for the next 60 years, that's probably not going to happen. All the area east of the new roundabout is destined for building. Building continues on the west edge of Horn Rapids and hundreds, if not thousands, of

new units will be built over the years. That's just the way it is and yearning for the 1960's again won't change it.

We live in a golf course community. The quality and desirability of the golf course affects the value and desirability of our homes directly. Depending on what sources you choose to use, there are about 20% less golfers now than in 2003 and the number of golf courses closing or going bankrupt each year is more than the number of new courses being developed. When a golf course goes belly up the associated home values typically drop by 25% - 40%. The original course owner took most of the revenue out of the business and put very little back into the course (golfers here know this). The course was heading downhill, and play was declining. Not hard to imagine the outcome of 5-10 more years of that. He'd had it for sale for many years but of course there were no buyers because golf courses generally aren't a good investment.

The new owner was very upfront with us at those early information meetings. The only way this golf course could be a sound investment (by anyone) was by rezoning that small (several acre) parcel by the cart barn and developing it. Without that, there would be no reason (for anyone) to buy this golf course. Developing the condos is what made the investment worthwhile, and the only way to provide the cashflow needed to save this course from the inevitable demise it was heading for. Golfers know that the courses owned by casinos are typically some of the finest courses around. That's because the casino business subsidizes the course. Without that extra source of income, the course couldn't put the resources into itself to become or stay a nice course.

I am completely and unequivocally in support of building the condos and everything that goes with that effort. I want our golf course community to thrive, and that development will provide the necessary lifeblood. Without it, the course will be sold again (for pennies on the dollar) and it will get back onto the cow pasture trajectory it was just a few years ago. I don't want to live on a cow pasture and I certainly don't want to try and sell my house when it is in the middle of one.

Thanks for reading this and take care.

Steve Norton
Prestwick Homeowner for ~20 years

From: steveconaway@charter.net <steveconaway@charter.net>

Sent: Wednesday, April 21, 2021 3:57 PM

To: 'Aftanas, Barbara' <baftanas@gmail.com>; 'Albro, Pat' <palbro22@frontier.com>; 'Anderson, Rick' <andertam@icloud.com>; 'Brausen, Pat' <pdrausen@charter.com>; 'Burton, Julie' <janorthwest1@gmail.com>; 'CMMD Properties' <craig@chuntington.com>; 'Conaway, Kathy' <kateconaway@charter.net>; 'Conaway, Steve' <steveconaway@charter.net>; 'Deobald, Barbara' <btdeobald@gmail.com>; 'Drane, Gordon' <gordondrane@umpquabank.com>; 'Eckenberg, Kay' <jm.eckenberg@efarms.com>; 'Ensign, Rachel & Patricia' <ensignrachel@gmail.com>; 'Forsythe, Don' <forsythe.a@gmail.com>; 'Goodman, Ben' <versatileprop@aol.com>; 'Griffin, Eileen' <elois2837@gmail.com>; 'Hart, Dan & Dana' <dndhart84@gmail.com>; 'Hobbick, Della' <dhobbick@frontier.com>; 'K Goodman' <kathnelijah@yahoo.com>; 'Kinker, Ron & Patsy' <pskinker@hotmail.com>; 'Lachman, Harold' <hplach1938@gmail.com>; 'Lan, Jay & Li-Chuan' <jayshyonglan@gmail.com>; 'Laurino, Dr. James' <james_laurino@yahoo.com>; 'Ledford, Cliff' <ledfordtroy@yahoo.com>; 'Manolopolulos, Chris' <cmano@rcsothebysrealty.com>; 'Manolopolulos, Connie' <conniemano@gmail.com>; 'Meyer, Pat' <info@athomenotaryclasses.com>; 'Meyers, Robert' <rod.meyers.46@icloud.com>; 'Mortensen, Rod & Laura' <rod.mortensen22@gmail.com>; 'Mosley, Jon' <mslejohn@gmail.com>; 'Murphy, Nancy' <murphyna@frontier.com>; 'Neumayer, David & Karen' <neumayer3@charter.net>; 'Newman, David' <danman728@yahoo.com>; 'Norton, Steve & Denise' <golfisme@hotmail.com>; 'Ralston, Maurice' <mavaralston1939@gmail.com>; 'Ramos, Phyllis' <pramos1@aol.com>; 'Ray, Jonathon S.' <jsr40986@gmail.com>; 'Rhodes, Virginia (Ginger)' <ginarhoad@gmail.com>; 'Rushman, Michael J.' <rushman_m@yahoo.com>; 'Saltz, Scott' <coachscott101@icloud.com>; 'Santeford, Jack & Linda' <easymoney@seanet.com>; 'Schmidt, Michael' <mr_aj_schmidt@msn.com>; 'Sweet, James & Jan' <sweeterdreams@frontior.com>; 'Thomas, Judy M.' <thomasjdth@yahoo.com>; 'Thompson, LeAnna' <leanna_j_thompson@outlook.com>; 'Van Derley, Lisa' <lavval@hotmail.com>; 'Weier, Carrie Ann' <cweier@aol.com>; 'Willson, Chris' <cwillson51@gmail.com>; 'Wyborny, Bruce & Janet' <janetwyborny@gmail.com>

Subject: New Condos and the golf course

I'm putting on my concerned homeowner hat for this email. I hope that all of you who read this will have already read the email from Kathy Conaway, the President of the Prestwick at Horn Rapids Assoc. that included attachments.

This email is not from the Prestwick HOA, only from a very, very concerned homeowner. I truly believe that the increased traffic from 52 condos will over burden an already taxed main entrance to Horn Rapids. The intersection at Club House Ln. and River Park Dr. is hectic enough already. Imagine 52 condos just across from the swimming pool and to the left all the way to the back of the homes on Crosswater. The condos will also eliminate the present view that 8 homes on Crosswater enjoy.

A new parking lot that backs up to the rear of 2537, 2541, 2543 and 2545 Prestwick Drive has the potential for a lot of noise a few feet from a residential area, especially

during weekends, tournaments' and events and evenings.

There is also a proposal for a new Clubhouse, possibly two stories, right behind 2541 and 2543 Prestwick Drive. That has the potential for a big increase in noise for what is now the border of a residential area.

Those are just a few of my thoughts about a project that I totally oppose. In closing, I personally don't believe that Brad Rew was completely and totally upfront to the Horn Rapids Master HOA about his plans.

These are my personal thoughts and feelings.

Regards,

Steve Conaway
Prestwick homeowner

Please contact mstevens@ci.richland.wa.us with your thoughts pro or con.

From: [rick anderson](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids townhomes
Date: Tuesday, April 20, 2021 2:05:17 PM

I believe the project would be a great benefit to the community as well as the much needed improvements to the golf course.

From: [Robert McMinn](#)
To: [Stevens, Mike](#)
Subject: Town homes in Horn Rapids
Date: Thursday, April 22, 2021 2:12:33 PM

As a homeowner in Horn Rapids I would like to express my STRONG support for the 54 new town homes that Brad Rew, Owner wants to build. He has done a great job in keeping his commitment to improve our golf course so far, but it was neglected for years and needs a lot more. The new Town Homes will help him make those improvements and help keep our home's value.

Thank you, Brenda McMinn

From: [Richard and Laurie Baird](#)
To: [Stevens, Mike](#)
Subject: Virtual public hearing and optional DNS (PUD2021-101 & EA2020-133)
Date: Monday, April 26, 2021 6:38:15 PM

Mr. Stevens,

I would like to speak at the Virtual Public Hearing on May, 10, 2021, referenced above. I would also like to be notified of any decisions pertaining to this application.

Thank you,
Laurie Baird
firefoxme@msn.com

Sent from my iPad

From: [Joel Barber](#)
To: [Stevens, Mike](#)
Subject: Townhomes at Horn Rapids
Date: Sunday, April 25, 2021 6:25:13 AM

My husband and I support the proposed townhouse project at Horn Rapids by Brad Rew. Please approve the project which will be a great and tasteful addition to the community and help support the continued improvements to the golf course. Thank you. Yvon and Joel Barber
2644 Sandpiper Loop
Richland, Wa 99354

Sent from my iPhone

From: [Amy Barnett](#)
To: [Stevens, Mike](#)
Subject: Horn rapids town homes
Date: Tuesday, April 20, 2021 8:11:47 PM

I would like to voice disapproval of the plan for condos in Horn Rapids on the piece of property connected to the golf course. I don't want to see another round about. And I think it is extremely unfair to the home owners most affected. They are paying higher property taxes for the view they currently have and we're sold the homes as "view" lots. To have condos 6 foot from your back yard is ridiculous. I wouldn't be happy either. It also sounds like there are some other pieces to the history of that plot that really should be considered and honored. Please vote no on the additional condos as proposed. At the very least, I think a conversation and compromise should be attempted between Mr Rew and the homeowners being directly impacted by his proposal.

Sincerely,

Amy Barnett
Copperleaf Street, Horn Rapids resident

From: [Bauer](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Home Project
Date: Tuesday, April 20, 2021 2:29:50 PM

This letter is to voice our support for the proposed addition of town homes to the Horn Rapids golf course property. The addition of these town homes will allow the Horn Rapids neighborhood and the golf course to achieve the Richland City Planners vision for this “Master Planned Golf Course Community.”

We have been homeowners in the Horn Rapids neighborhood since 2004. We chose the Horn Rapids neighborhood over other golf course properties available in the Tri-Cities because we were attracted to the promise of a golfing focused community. This promise has not been achieved primarily because the previous out-of-town owner of the golf course had little interest to invest in the effort to develop a positive relationship with the homeowners nor to help the neighborhood grow.

Mr. Brad Rew, as the new golf course owner, has a comprehensive plan to positively grow the neighborhood. This will be accomplished by improving the housing options available to residents and by transforming the golf course and its facilities into a neighborhood asset. This will be an asset for both golfers and non-golfers, which is what it was originally intended to be.

The addition of town homes to the currently vacant property adjacent to the golf course will add an underrepresented housing option that allows a more carefree lifestyle. In addition to adding this lifestyle opportunity, the addition of these homes will eliminate what quite frankly is an eyesore at the main entrance to our neighborhood. Replacement of this eyesore with attractive landscaped townhomes that match the architectural style of the neighborhood will enhance both property values and pride in the neighborhood.

Please approve the proposal to allow the development of this property as town homes.

Roger and Sandy Bauer

2978 Redrock Ridge Loop

Richland, WA

From: [GREGORY BENNETT](#)
To: [Stevens, Mike](#)
Subject: HORN RAPIDS CONDOS
Date: Tuesday, April 20, 2021 2:27:55 PM

Please approve the construction of the Condos at Horn Rapids.

Greg Bennett

Sent from my iPad

From: [yang bin](#)
To: [Stevens, Mike](#)
Subject: public hearing
Date: Thursday, April 8, 2021 11:54:31 PM

Hi Mr. Stevens,

We are residents in Horn Rapids. We would like to participate the virtual public hearing and receive notices of any decisions regarding a planned unit development in Horn Rapids PUD2021-101 & EA2020-133.

How do we attend the virtual public hearing?

Thanks.

Lucy

From: [judy bircher](#)
To: [Stevens, Mike](#)
Subject: Townhouses in Hornrapids
Date: Sunday, April 25, 2021 8:24:26 AM

I'm sending this email to show support for the townhouses to be built in the Horn Rapids golfing community. I am not a golfer, but I think the town houses would be an asset and would help keep the course and community thriving.

Judy A. Bircher
2402 Delle Celle Drive
Sent from my iPad

From: [DICK AND LINDA BOEHNING](#)
To: [Stevens, Mike](#)
Subject: Town houses on horn rapids golf course
Date: Tuesday, April 20, 2021 1:51:51 PM

Please provide your approval for upgrade of golf course. This should be a non issue. Brad owns the golf course and is zoned appropriately.

Sent from my iPad

From: [Don Bogart](#)
To: [Stevens, Mike](#)
Cc: [Rosie Bogart](#)
Subject: Horn Rapids Golf Course Support
Date: Tuesday, April 20, 2021 4:12:13 PM

I have lived in the Horn Rapids community for 5 years and I'm excited for the upgrades that Brad Rew will be doing to improve the golf course. I fully support the upgrades that he is planning to do.

Rosie Bogart
2266 Copperleaf

Sent from my iPhone

From: [Jon Boitoneau](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids construction
Date: Thursday, April 22, 2021 8:51:37 AM

Mr. Stevens, A note to endorse the construction of the town houses proposed by Mr. Brad Rew for Horn Rapids Golf Course. My wife and I are very much in favor of this project.

Jon Boitoneau
2826 Riverbend Dr.
Richland wa

From: [Ron Bouslaugh](#)
To: [Stevens, Mike](#)
Subject: Town homes
Date: Tuesday, April 20, 2021 2:18:21 PM

As a Owner in Horn Rapids I'm totally for these 54 new Town Homes and upgrades to all systems and the course. We can't be that elite Course without all that Brad has stated. I think this would be an added increase to the communities desired lifestyle. All owners will only Prosper like the course itself.
That's a win, win!
Sent from my iPhone
Ron Bouslaugh

From: [Gerry Boyd](#)
To: [Stevens, Mike](#)
Subject: Town Homes
Date: Tuesday, April 20, 2021 1:23:38 PM

Let's get this done! Let's build!
Sent from my iPhone

From: [Brandi Brown](#)
To: [Stevens, Mike](#)
Subject: Townhomes
Date: Tuesday, April 20, 2021 5:07:53 PM

We are in support of the townhomes @ Horn Rapids.. we feel this is much needed in our community and will help improve the lives of people in the Tri Cities .. Thank you Brandi Brown

From: [James Buelt](#)
To: [Stevens, Mike](#)
Cc: [Brad Rew](#); [Rich Quadrel](#); [Jeff Riddelle](#)
Subject: Horn rapids golf course
Date: Tuesday, April 20, 2021 3:09:52 PM

I am writing you today as a private resident who enjoys golf in this wonderful city of ours. I have been a regular player and most times annual member at horn rapids since it's inception nearly 30 years ago. You may have heard that it's condition and reputation, especially with those outside our community, is wanting due to lack of resources to convert and maintain the course into the class facility for which it was envisioned. The sale of the course to a RIchland based business run by Brad Rew has the opportunity to provide just that. He has created a business plan and long term vision for the course that I, for one, believe in and that will convert and maintain the course into a condition that will not only represent our community well but attract visitors in large numbers. Imagine a pristine course bordered by natural areas of sagebrush, cacti, and natural grasses that harbor quail, curlew, killdeer, and cotton tail. Imagine also a world class clubhouse with a quality café/restaurant, lounge area, pro shop, and event center.

But none of this can happen without the help of the city and its leadership. Mr. Rew's business plan requires the construction of approximately 50+ units of townhouses along the 18th fairway to generate the revenue for the necessary improvements. There has been opposition by some of the residents whose view of the course would be moderately impacted. But those impacts have been moderated and there is a growing voice of support and excitement by people such as myself for the overall improvements that this venture would accomplish. I ask that you thoughtfully consider Brads business plan and all the benefits that it will bring to the golf course, the horn rapids homeowners, and the city as a whole.

Please know that I fully support brads proposal and I thank you for your consideration. Please feel free to share my email with anyone on the planning commission, city council, or elsewhere that you deem appropriate.

Jim Buelt
[2448 Pershing Ave](#)
[Richland](#)
[509-375-1826](#)

Sent from my iPhone

From: [Ken Burk](#)
To: [Stevens, Mike](#)
Cc: [Ken Burk](#)
Subject: Town Houses at Horn Rapids
Date: Tuesday, April 27, 2021 8:07:07 AM

Mr. Stevens,

For the last two or three years, residents at Horn Rapids have watched the gradual improvement to the golf course within the community. I have heard positive reviews from both golfers and non-golfers. I believe this amenity, positioned in the middle of our community, has direct impact on property values for all residents within.

For that reason, I am writing to you to say that I believe the developers application for the 54-unit Planned Unit Development should be approved. Many in the community are eager to see HJBT Properties move forward with this plan.

As Horn Rapids continues to grow, the golf course has clearly been impacted. And visa versa, the condition of the course can contribute to the growth. I watch every day new streets being constructed as the developer readies the land for 60+ more new homes in Quail Ridge. Likewise, the course must continue with its planned improvement.

I understand that it is a complicated issue, and that a very small number of existing homes will be impacted. However the overall improvement to the community, and the resulting return on investment to the golf course, will make Horn Rapids a truly desirable golf community and an asset to the greater City of Richland.

I look forward to your comments and decision. Thank you for your time!

Sincerely,
Ken Burk
Richland Resident since 1974
Horn Rapids Resident since 2014
Horn Rapids Players Club Officer

From: [Bush, Benjamin Don](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Tuesday, April 20, 2021 1:24:40 PM

As a resident at Horn Rapids (2753 Walking Stick Ave) I greatly support the approval of 54 townhomes to be constructed. Please allow this to go through so the betterment of our community can continue.

Thank you
Benjamin Bush
ASWSUTC Finance Manager
Patriots Club President
USMC Veteran

"I like the stock" - Keith Gill

From: [Christopher Hart](#)
To: [Stevens, Mike](#)
Subject: Please Support Townhomes in Horn Rapids!
Date: Wednesday, April 21, 2021 7:17:17 AM

Hello,

Please do provide your support for the development of townhomes at Horn Rapids!

We believe it is crucial to keep the quality of the course and neighborhood up to standards and to maintain our property values!

Regards,
Chris Hart
3102 Wild Canyon Way

From: [Jim Cach](#)
To: [Stevens, Mike](#)
Subject: Proposed town homes in the Horn Rapids area adjacent to the Horn Rapids Golf Course
Date: Tuesday, April 20, 2021 1:18:32 PM
Attachments: [image001.jpg](#)

I live at 2353 Eagle Ridge Court in the Horn Rapids development and I am very much in favor of this project being approved. This is going to be a wonderful addition to the area and I'm hopeful that the council approves the request. It will serve as a catalyst to some upgrades that should benefit the entire community.



Jim Cach, SW Region Operations Mgr

Coleman Oil Company

529 E. Kennewick Avenue, Kennewick, WA 99336

Direct 509.396.2177 **Toll Free** 888.799.2000 **Fax** 509.586.7039

Email jim@colemanoil.com **Web** www.colemanoil.com

From: [Kelly Cameron](#)
To: [Stevens, Mike](#)
Subject: Townhomes at Horn Rapids
Date: Tuesday, April 20, 2021 1:17:54 PM

As a homeowner in Horn Rapids I fully support the construction of the 54 townhomes project put forward by Brad Rew.

Kelly Cameron
2972 Redrock Ridge Loop
Richland

From: [JUDY CARLSON](#)
To: [Stevens, Mike](#)
Subject: Horn rapids townhomes
Date: Saturday, April 24, 2021 8:29:42 AM

We have been residents of Horn Rapids for almost 26 years and we support
The building of the townhomes.
Gary and Judy Carlson

From: [Carol Libby](#)
To: [Stevens, Mike](#)
Subject: Hearing Examiner Meeting May 10, 2021
Date: Monday, April 12, 2021 1:19:53 PM

Hi Mike, we would like to sign up to give our comments on the Horn Rapids 54 Unit Townhome Project. It would be for either Larry or Carol Libby, 2840 Crosswater Loop.

Can you confirm that we are on the list? I don't see a place to sign up online.

We will also send our comments for the staff report to you later this month.
Thanks so much,
Carol Libby

Sent from my iPad

From: [lorene castillo](#)
To: [Stevens, Mike](#)
Subject: Town homes
Date: Tuesday, April 20, 2021 1:12:56 PM

Me and my family live at Horn Rapids and we are 100% behind supporting the townhomes for a better community we appreciate you thank you very much.

Sent from my iPhone

From: steveconaway@charter.net
To: [Stevens, Mike](#)
Subject: Horn Rapids Golf Course Condos & Parking Lot
Date: Sunday, April 25, 2021 7:47:37 AM

Mr. Stevens,

I have two quick, simple questions. 1; how many feet will there be between the edge of the proposed parking lot (not the property line) and the property lines of the houses on Prestwick Drive that will border the parking lot?

2; The same question applies. That distance between the new proposed Club House and the adjacent houses on Prestwick Drive?

Please reply, thank you very much.

Steve Conaway
A very concerned Prestwick Homeowner

From: [Daniel Connell](#)
To: [Stevens, Mike](#)
Cc: brad@hornrapidsgolfcourse.com
Subject: Horn Rapids town houses
Date: Tuesday, April 20, 2021 2:32:26 PM

Please support improvements to our community by supporting the 54 townhouses proposed for Horn Rapids. These townhouses will support improvements at the horn Rapids golf course and improve property values in and around horn Rapids. Thank you very much.

Dan Connell

Lifetime Richland Property Owner

5093665880

From: [Michael Cook](#)
To: [Stevens, Mike](#)
Cc: [Michael Cook](#); [Shari Cook](#)
Subject: Townhomes at Horn Rapids
Date: Wednesday, April 21, 2021 7:58:51 AM

Good morning Sir-

My wife and I would like to express our strong support for the construction of new townhomes at Horn Rapids.

My wife and I have seen many improvements to the Horn Rapids area since moving here from Kennewick three years ago: new roads, new homes, new businesses, and big improvements in infrastructure and landscaping.

This place keeps getting better. Adding the townhomes fits right in with the progress made recently.

As 50+ year citizens of Richland my wife and I strongly urge approval of these homes.

Respectfully,
Mike and Shari Cook
2707 Eagle Watch Loop

Sent from my iPad

From: [Daniel Coughlin](#)
To: [Stevens, Mike](#)
Subject: Support for Horn Rapids Town Homes
Date: Tuesday, April 20, 2021 1:25:27 PM

Dear Sirs and Madame of the Richland Planning Commission,

We would like to register our support for Brad Rew's proposed addition of town homes to the Horn Rapids golf course property. The addition of these town homes will allow the Horn Rapids neighborhood and the golf course to achieve the Richland City Planner's vision for this "Master Planned Golf Course Community."

We have been homeowners in the Horn Rapids neighborhood since we relocated to the Tri-Cities in 2016, and our house borders the golf course. We are quite concerned that Horn Rapids will become the next of 200 golf courses that fail each year, a phenomenon known as the "[dead golf course](#)". The subsequent loss of property value is often in the range of 25%, and Horn Rapids' failure would affect hundreds of properties (and their owners and tax bases) in the neighborhood. Further, if the failed course were not maintained, wild fire hazard would become extreme and pose a real threat to thousands of residents.

Mr. Rew, as the new golf course owner, has a comprehensive plan to positively grow the neighborhood that enables him to keep the golf course operational. This will be accomplished by improving the housing options available to residents and by transforming the golf course and its facilities into a neighborhood asset for golfers and non-golfers alike - as it was originally intended.

We strongly support Mr. Rew's proposed project and ask that you please approve his proposal to allow the development of this property as town homes. The plan to build townhomes in a small part of the neighborhood to ensure the entire golf course remains viable is a good one and one that we strongly support.

Thank you for your consideration,

Jessica & Dan Coughlin

3106 Bluffs Dr.

Richland, WA 99354

From: [Dan Brown](#)
To: [Stevens, Mike](#)
Subject: 54 Townhomes
Date: Tuesday, April 20, 2021 5:13:41 PM

We support the approval of the 54 Townhomes @ Horn Rapids all the way.
This is the type of growth, opportunity, and vision this community needs!

Thank you,

Dan

From: [Tommy Dabling](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids town houses
Date: Friday, April 23, 2021 4:52:21 AM

To whom it may concern,

As a 4th generation Richland native i support Bradley Rew in his endeavor to create new and seemingly more affordable housing for generational locals with his plans of building 54 townhouses, by a premier home builder in or near a premium neighborhood giving access to a variety of new and exciting public accommodations. It seems that there is some outcry in regards to these plans, but it would seem that these ideas are misguided and are actually a form of housing inequality.... we deserve premium mid level accommodations in our own back yard, we're being priced out. I support Brad Rew.

Thank you.
Tommy Dabling

Sent from my Sprint Samsung Galaxy S10+.

From: [Mike and Judi Dahl](#)
To: [Stevens, Mike](#)
Subject: Town homes at Horn Rapids
Date: Tuesday, April 20, 2021 1:50:20 PM

Hello,

I am 100% in favor of the 54 town homes waiting to be built with approvals from the City of Richland for Horn Rapids Golf Course. Owner Brad Rew has worked extremely hard in getting the golf course in great shape and the town homes will only beautify our community, especially where they are planned for. The area where they are to be built has been an eyesore for many years. Please approve, as I know they will be aesthetically pleasing to the eye and will only make our own property values increase.

Thank you for your support,

Judi Dahl
2675 Stonecreek Dr.
Richland

From: [Dennis Dauble](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids townhouses
Date: Tuesday, April 20, 2021 8:34:13 PM

I support the building of 54 townhouses at the Horn Rapids development. Their construction will add to options for folks who want to live in the development and don't wish to purchase a home or live in an apartment building across the highway. Profit from selling the homes will be fed into the golf course which badly needs an upgrade.

Thanks,

DDD

From: [Sheri Dawson](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids townhome development
Date: Tuesday, April 20, 2021 6:40:49 PM

I am a homeowner in Horn Rapids and I would like to see the completion of these townhomes. In fact I am considering downsizing to the townhomes once they are finished.

The property owner intends to make major improvements at the golf course which in turn will increase our home values.

Sheri Dawson
3100 Bluffs Drive
Richland, WA 99354

Get [Outlook for iOS](#)

From: [Davis, Deanna](#)
To: [Stevens, Mike](#)
Subject: RE: Email 1 of 3 PUD2021-101 The Links Residence at Horn Rapids PUD
Date: Monday, March 29, 2021 1:57:50 PM
Attachments: [image001.png](#)
[image002.png](#)

Mike,

The entire area of the Horn Rapids Master Planned community to include this new PUD is within the 10 mile Emergency Planning Zone for the Columbia Generating Station. This area is designated as Section 3B of the Emergency Planning zone, and as such may be subject to evacuation in the event there is a radiological emergency at the Columbia Generation Station. Pursuant to RMC 23.28.020(B)(11) – my concern is on egress routes in the event of an evacuation – how many egress routes are there in this area now?

My office does a fair amount of emergency planning specifically for this area, there are sirens in place in the surrounding area that would warn the residents of Horn Rapids of an emergency and we provide an annual calendar to all residents in this area as well as CGS sends a quarterly newsletter with information for residents of the emergency planning zone. I really need to know **when** these homes are ready for occupancy so I can make sure the addresses are included in our database.

Thank you for your consideration,



Deanna Davis
BCEM Manager
625 Swift Blvd, MS-36 | Richland, WA 99352
(509) 628-8092 Cell (509) 380-4522

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Sent: Monday, March 29, 2021 11:41
To: Anthony Muai <anthony.muai@ci.kennewick.wa.us>; Anthony Von Moos <anthony.vonmoos@co.benton.wa.us>; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Blaine Broberg, KID <bbroberg@kid.org>; Boring, Michael <MBoring@CI.RICHLAND.WA.US>; Boshart, Thomas <tboshart@CI.RICHLAND.WA.US>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Catherine Dickson <catherinedickson@ctuir.org>; Clark Posey <clark.posey@co.benton.wa.us>; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; Darrick Dietrich <darrick@basindisposal.com>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrodgers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Florinda

Coleman <florinda.coleman@co.benton.wa.us>; Ghbein, Briana <bghbein@ci.richland.wa.us>; Greg McCormick <gregory.mccormick@ci.kennewick.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Gregory Goodwin, Ziply <gregory.goodwin@ziply.com>; Gwen Clear <gcle461@ecy.wa.gov>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; USPS Ina N. Beutler <ina.n.beutler@usps.gov>; Jason McShane <jmcsbane@kid.org>; Jennings, Tyler <tjennings@CI.RICHLAND.WA.US>; Jerrod Macpherson <jerrod.macpherson@co.benton.wa.us>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; Joseph Cichy, Ziply <joseph.cichy@ziply.com>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; Lopez, Brandin <blopez@CI.RICHLAND.WA.US>; M. Deklyne <mjdekyne@bpa.gov>; MAP <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Pasco99301 <99301PascoWA-Postmaster@usps.gov>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Reathafor, Jason <JReathafor@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Rick Dawson <rickd@bfhd.wa.gov>; Rob Rodger <rob.rodger@bentoncleanair.org>; Robin Priddy <robin.priddy@bentoncleanair.org>; Gates, Sarah <S.Gates@BCES.WA.GOV>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth DeFoe <SDeFoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; T.S. "Max" Platts <PlattsT@wsdot.wa.gov>; WA Dept of Fish & Wildlife <lopezlal@dfw.wa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; West, Julie <jwest@ci.richland.wa.us>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; William Simpson <william.simpson@commerce.wa.gov>

Subject: Email 1 of 3 PUD2021-101 The Links Residence at Horn Rapids PUD

Attention:

Attached to this and the following 2 emails you will find the Notice of Application, SEPA Checklist and related information for a proposed Planned Unit Development within the City of Richland named "The Links Residence at Horn Rapids PUD". The City of Richland is utilizing the Optional DNS Process outlined in WAC 192-11-355. As a result, this may be your only opportunity to comment on the environmental impacts of the proposed development. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Written comments will be allowed to be submitted up to 6:00 p.m., Sunday, May 9, 2021. Written

comments received after the cut-off time will not be accepted; however verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).

Richland



Mike Stevens

Planning Manager

625 Swift Blvd., MS-35 | Richland, WA 99352

(509) 942-7596

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

From: [Bob and Betty Diehm](#)
To: [Stevens, Mike](#)
Date: Wednesday, April 21, 2021 8:02:53 AM

I live in horn rapids and love our community. I am sending this in support of Brad Rew and the townhomes he wants to build. Not only will the community be developing an eyesore area, but will bring more affordable housing to a wonderful place to live. It also will make funds available to upgrade the golf course and it's surrounding. With all this, our home and community values will remain, if not increase in worth.
Thank you in advance.

From: [Jo Dunn](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Townhomes
Date: Tuesday, April 20, 2021 7:27:37 PM

I would like to enthusiastically voice my support for the new townhomes at Horn Rapids. These will be an outstanding addition to our community. A few have voiced concerns about an imaginary affect on our quality of life with these additional homes. That is such a ridiculous concern considering the 750 new homes currently being built here. I am also very curious as to why getting this project approved has taken two YEARS! I have written other letters and attended two council meetings which were packed by people supporting this project. Meanwhile, Palisch Homes doesn't seem to be having any trouble getting permits for their hundreds of homes. There are many many residents who would like an answer to that question. Again, I totally support this project. Sincerely, Jo Dunn

From: [abdunning](#)
To: [Stevens, Mike](#)
Subject: SUPPORT FOR HORN RAPIDS LAND USE CHANGE
Date: Tuesday, April 20, 2021 9:49:48 PM

My wife and I strongly support the proposed change in Land Use as necessary to allow for the construction of the proposed condominiums. The addition will allow additional golf course living opportunities which are limited in this area.

The proposed change and resulting condominiums will support the new found life of the Horn Rapids golf course. The added revenue from the construction and sale of the units will ensure the future health of the golf course. The health and future of the golf course is vital to the maintenance and increase in the property values of the 1200 properties at the Horn Rapids development.

If the proposed change is not approved and the resulting condominium not constructed the golf course and surrounding properties will be negatively impacted. The delays suffered to date have already impacted the near term progress and improvements.

Please approve the proposed change and support the enhancement to not only Horn Rapids but additionally the city of Richland. Absent the approval of the proposed change and resulting units the future of the golf course may well resume the earlier deteriorating spiral it was in prior to the new ownership. The golf could well turn from one of being an asset to property values to that of a liability.

Respectfully,
Abel and Shula Kaye Dunning
Horn Rapids residents since 2009

Sent from my Sprint Phone.

From: dunnville@charter.net
To: [Stevens, Mike](#)
Subject: Horn Rapids condos permitting
Date: Monday, April 26, 2021 9:16:27 AM

M. Stevens,

I am writing concerning the permitting process that Brad Rew has been going through to build condos on property he owns as part of the Horn Rapids golf course. Home owners at Horn Rapids have turned out in mass, including at City Council and Planning meetings, in support of this change. This has been a two year process, so far. It is time for the City of Richland to issue the required paperwork so this can move forward.

Why has this process taken so long? Palish Homes seems to be able to get the required paperwork to build hundreds of home at Horn Rapids.

Issue the required paperwork and let's move on.

Robert Dunn
2820 Riverbend Dr
Richland, WA

From: [Eileen G.](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Golf Course Development Proposal
Date: Wednesday, April 21, 2021 10:56:30 AM

Dear Mr. Stevens,

I am writing to express my concerns about the intended golf course development. My husband and I have lived on Troon Court in Horn Rapids for nine years. While we understand the golf course owner needs to build townhouses to fund the operation, upgrades, and continued maintenance of the golf course, I believe the development plan, as it is now, is too detrimental and destructive. While we are supportive of the golf course, I am concerned about several things in the current plan, including the environmental impact.

- Destroying the trees and natural desert areas are a concern. The natural areas have allowed us to enjoy many, and unusual, birds and other interesting creatures. The trees, brush, desert life and natural wildflowers are wonderful and should be protected. These areas are home to wildlife, also deserving of protection.
- Horn Rapids is a well-planned community with some open space, but not much. Cramming 52 additional households into a very full, well developed, established community is irresponsible and unfair to current residents.
- The proposed units are not crammed into just any space, but into the front entrance of the community. This means potentially an additional 100+ individuals entering and leaving through the main entrance. Bottlenecks will occur at the entrance and hazards increase when people, racing to get to work, realize they are going to be delayed with a line getting through the exit. Some will decide to turn and race through the residential streets to get to the second entrance. That is when accidents happen.
- This main area is also where the pool, tennis courts, basketball courts, pic-nic area and green belt are located. Children ride their bikes to the pool and play on the courts and in the green belt. Kids and bikes, couples walking hand in hand, parents with strollers, dog walkers, runners. People traverse and congregate in that area that will become the community and traffic route for 52 additional households. Our common areas will become hazardous zones. We will lose the beautiful flowering trees that currently line our walk and instead of enjoying the view and scent of fragrant blossoms, be focused on dodging cars and people as we attempt to safely navigate through an overcrowded, overbuilt community.
- Along this same area where the above mentioned occurs, the plan, as proposed, includes a parking lot with 100 spaces. This expansion of the current, small lot will back right up to the backyards of the Prestwick neighborhood. With golfers, golf tournaments, banquet events, and residents, the traffic and noise of that parking lot will damage the quality of life for Prestwick residents, many of whom are senior citizens.
- The large parking lot will also be in the main area where, again, we have kids, bikes, runners, walkers, and at the far end, a pond. Senior citizens with walkers, on riders, or in wheelchairs cross that street to visit the pond. Children run around the pond watching the

ducks. The planned parking lot will be directly across from the pond and diagonally across from the pool. This is a hazardous mix of activities, particularly concerning for parents of small children. Please see the linked article from **KEPR News** regarding the hazards of parking lots for small children.

[Police warn about parking lot dangers after toddler struck and killed at apartment complex | KEPR \(keprtv.com\)](http://www.keprtv.com/Police-warn-about-parking-lot-dangers-after-toddler-struck-and-killed-at-apartment-complex/)

- Many residents will suffer losses, both in terms of quality of life and home values. Crosswater residents, not two as originally planned, but now eight, will be blocked entirely from their current view and will have buildings and a roundabout at their back door. Other residents, such as those of us on Troon, Hawkstone, Sawgrass, and Boulders will have our views impacted by the buildings and, even more concerning, by the road and roundabout.
- The planned street brings street noise far closer to our homes than we could have ever anticipated when we purchased our house. We carefully considered street noise when making our home purchase. It was one of our top priorities. We never had any expectation of a golf course putting in a road and roundabout. It seems like that should be impossible in an established golf course community.
- The roundabout will not only be noisy, but the headlights at night will change our relaxing outdoor evenings. We just spent a great deal of money improving our outdoor living area. What a waste that will turn out to be if we will now look at buildings, a road, and rotating headlights as drivers pass through the roundabout.

I respectfully submit the above for consideration and request that the city ask the golf course owner for modifications to make this plan less impactful and invasive.

Respectfully,

Eileen Griffin

From: [Mike Elsen](#)
To: [Stevens, Mike](#)
Subject: Townhomes in Horn Rapids
Date: Tuesday, April 20, 2021 9:22:34 PM

I'm a Horn Rapids resident - and I am in favor of the 54 townhomes being proposed. I have lived out here for 10 years and golfed at the golf course 3 times (twice this year). The course is in pretty horrible shape and if the townhouse construction allows the golf course owner to raise some capital and apply that money toward course improvements - I am in favor.

If his promise turns out to be a ruse ... well then shame on me for buying into his story.

Thank you.

Mike Elsen

Sent from my iPhone

From: [Casey Emery](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Houses
Date: Tuesday, April 20, 2021 9:00:57 PM

I support the construction of the town houses at Horn Rapids.

Casey Emery
Horn Rapids residence

Sent from my iPhone

From: [Tim Emsley](#)
To: [Stevens, Mike](#)
Subject: New Housing Horn Rapids
Date: Tuesday, April 20, 2021 1:29:44 PM

I am writing today to express support for more new construction housing, particularly Multi-Family construction in the Richland Horn Rapids market.

Construction is important to local economies as the increase in housing supply keeps Rents and pricing in check, as well as the Construction itself creates jobs and injects spending into the local economy as these new dwellings and their families will be consuming local goods and services.

As populations grow, new residential construction plays a crucial role and our Nation's housing stock overall is in short supply. This lack of supply supports the trend to force homeowners to the outer fringe locations to find affordable housing, thus creating this super commuter population which does not support the economic efforts of the cities in which they work.

Please consider these positive points expressed when considering the request for townhome construction in the Horn Rapids development.

Thank you for your support,

Tim Emsley
President
BEL-RED ELECTRIC SERVICE, INC
(425)883-7178

From: [Don Farmer](#)
To: [Stevens, Mike](#)
Subject: Support for Town Homes To Be Built At Horn Rapids
Date: Sunday, April 25, 2021 10:40:56 AM

Good morning Mike,

I am sending you this email to let you know that I strongly support the plan to build 54 new town homes at the Horn Rapids Golf Course. I feel this will enhance the City of Richland economy. It will also help improve the Horn Rapids golf course which will draw more tourists to our City thus helping the City's economy (motels, restaurants, etc.)

Should you have any questions about this matter, please do not hesitate to contact me.

Donald Farmer
3240 Wild Canyon Drive
Richland, WA 99354
(509) 551-4922

Sent from Don and Carol's iPad

From: [Lar Bob](#)
To: [Stevens, Mike](#)
Subject: Support Brad Rew's 54 Apartments Construction
Date: Tuesday, April 20, 2021 7:59:42 PM

Mr Stevens.

I support Brad's quest to have his planned Horn Rapids Apartments approved by the City.

Two reasons:

1) Brad has put his money where his mouth is in improving his Horn Rapids Golf Course. The condition is as different as night and day from what shape the Golf Course was to now. He has spent a lot of his own money improving the Golf Course in every way.

Why is this fact important? Because my wife and I own a Condo in Florida and have noticed several Golf Courses there have failed and the holes were turned into new houses. Their existing home owners were the last to know of this sudden change which lowered their home values substantially.

We don't want that to happen to our beautiful Horn Rapids Golf Course since our backyard faces Hole #10. I believe Brad Rew when he says he can't keep spending money on fixing up our Golf Course without the income he would receive from construction of his new Apartments. The Golf Course may someday be self sufficient but not for several years which again depends on more golfers who will mostly be Horn Rapids residences.

2). The folks on Cross Water who are doing the loudest complaining have a right to be heard. But my issue is not with them but of the Realtors who sold them Golf Course facing backyards. I have worked for the City of Idaho Falls, Idaho and I know municipalities such as the City of Richland make zoning changes all the time. I say shame on the sleazy realtors who sold a bill of goods to the Cross Water residents that they would have golf course views forever.

Its simple: as a City expands, former vacant ground becomes residential neighborhoods, which then support more high density building such as apartments as more people come to those areas. And such areas then support gas stations and new apartments like across HWY 240 to the East of Horn Rapids.

My question for the City is: What is the difference in approving zoning higher density Apartments across HWY 240 and the Apartments Brad Rew wants to construct on Golf Course lands he owns? Horn Rapids is experiencing high demand for housing and this step is inevitable.

Sincerely, Larry and Christine Felton
2557 Tilden Court
Richland, WA

From: [Bernie Femreite](#)
To: [Stevens, Mike](#)
Subject: Town houses at Horn Rapids golf course
Date: Wednesday, April 21, 2021 11:21:32 AM

A housing development on the golf course is not consistent with the overall plan for the Horn Rapids Community. This proposed development is simply to supply cash flow to the golf course. There is a lot of land in this section of town to build on, without putting housing directly on the golf course. The location of these townhouses block views and access to the golf course for several existing properties whose owners purposely purchased view lots on the golf course. The golf course owner should not be allowed to rob these owners of what they purchased.

Regards

Bernie Femreite

Horn Rapids Community

Richland, WA

From: [Damon Filan](#)
To: [Stevens, Mike](#)
Subject: 54 town homes project
Date: Tuesday, April 20, 2021 1:19:09 PM
Attachments: [image001.jpg](#)

I support approving the 54 town home project near Horn Rapids Golf course. It would raise revenue for some major improvements to the golf course. Repair and installation of an improved irrigation system, allow improvements for cart paths and better carts.

Thanks for your consideration. Damon Filan

Damon Filan
Office 509-545-0900
600 Tank Farm Road,
Pasco,WA 99301



From: [Jim Fulton](#)
To: [Stevens, Mike](#)
Cc: [Jim Fulton](#); [Sharon Fulton](#)
Subject: Support for Development of Horn Rapids
Date: Thursday, April 22, 2021 6:45:21 PM

Mr. Mike Stevens
Planning Manager
City of Richland, WA

My wife and I are writing to voice our collective support for the continued development of Horn Rapids community, including completion of the 54 town homes planned for housing expansion. We believe this addition of Town Homes will substantially and positively benefit our area's current shortage of housing and attract local and regional interest in that community. Additionally, we feel the Horn Rapids community is a great asset for the region and reflects positively on the viability of the Tri-Cities, for people looking for an area to locate.

We currently reside in Benton County and own property at 106206 E. Tripple Vista Drive. We have multiple sets of friends who live in the Horn Rapids Community and enjoy socializing with them and golfing at the Horn Rapids Golf Course. This addition of 54 residences would also benefit the course's continuing enhancements.

Thank you for considering, and reflecting our support for this expansion, in your City's planning.

Have a great day
Jim and Sharon Fulton.

From: jgearheard@charter.net
To: [Stevens, Mike](#)
Subject: Horn Rapids 54 Town Homes
Date: Thursday, April 22, 2021 1:18:20 PM

This email is written in support of Brad Rew and his plan to build 54 town homes in Horn Rapids. The Town Homes would support his plans for the golf course and we are in full support of his efforts. Please approve the construction of these homes, which will not only benefit Horn Rapids, but the City of Richland as well. Thank you.

Jim and Julie Gearheard (509-420-4219)

From: [Malena Grail](#)
To: [Stevens, Mike](#)
Subject: The Links Residence at Horn Rapids
Date: Wednesday, April 21, 2021 11:05:00 AM
Attachments: [image001.png](#)
[image002.jpg](#)
[image004.png](#)
[image006.png](#)
[image008.jpg](#)

Hello Mr Stevens,

I am writing you today as a home owner of two separate residences in the Horn Rapids Community.

We purchased our home here in late 2017 on the golf course, we had looked at several other golf communities throughout the area from Canyon Lakes, Sun Willows, Meadows and Columbia Point.

In our search we found that the Horn Rapids community really fit our long term goals for a great place to retire someday.

We liked it so well we bought a home for my father a home here as well in 2019.

As a lender I truly appreciated the diversity of the community from starter homes to luxury homes.

That being said we did our due diligence, we were aware the golf course was struggling and was for sale.

We purchased despite the risk that the course might not be here ...

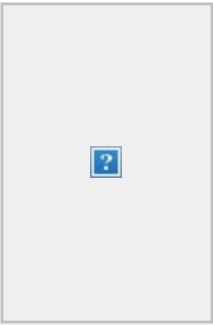
My husband and I are very much in support of the proposals presented by HJBT Properties.

We feel adds to the diversity of the community and the best use of the space in question.

As well as an added value to the City of Richland community overall.

Thank You





Malena Grail
Loan Consultant
NMLS ID #432351
8121 w Quinault Ave. Suite a
Kennewick, WA 99336

Direct: 509-579-3312
Cell: 509-578-1255
Fax: 844-867-6804



[Apply Now!](#)



Commitment to our military and veterans



We care about our customers' personal information. Please contact the appropriate parties to verify any emails requesting personal/financial information or requesting funds to be wired, prior to taking any action.

This electronic transmission and any documents or other writings sent with it constitute confidential information, which is intended only for the named recipient. If you are not the intended recipient, please reply to the sender that you have received the message in error and delete it. Any disclosure, copying, distribution or the taking of any action concerning the contents of this communication or any attachment(s) by anyone other than the intended recipient is strictly prohibited. Caliber Home Loans, Inc. 1525 S. Belt Line Road, Coppell, TX 75019. Equal Housing Lender. NMLS # 15622

From: gsgraves@charter.net
To: [Stevens, Mike](#)
Subject: proposed town homes in horn rapids
Date: Wednesday, April 21, 2021 6:21:25 AM

I support the proposed town homes in horn rapids. In fact, I wonder why the approval has not already been given.

Sandy Graves
3146 River Park Drive
Richland, WA 99354

From: [Stan Hages](#)
To: [Stevens, Mike](#)
Subject: 54 Town Homes in Horn Rapids community
Date: Tuesday, April 20, 2021 9:24:03 PM

I am voicing my support for the 54 Town Homes to be built in the Horn Rapids area. A great opportunity for Richland & the Tri Cities!

From: [David Haller](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Wednesday, April 28, 2021 9:15:46 AM

Mr. Stevens,

I am writing this message to voice my strong support for the proposed townhomes project at Horn Rapids. My wife and I have been residents in Horn Rapids for six years. Our home is on Crosswater Loop.

We are anxious to see the improvements to the community and the golf course. All of which will be supported by the development of these townhomes. Hopefully, we will have your support and the city of Richland's approval to move forward with the project very soon.

Thank you for your consideration.

David and Robin Haller

From: [Karen Harper](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids golf course
Date: Tuesday, April 20, 2021 4:43:18 PM

I am sending this email to support Brad Rew, owner of Horn Rapids golf course. Brad is a local Richlander making his mark here. Brad has really wonderful ideas to improve this golf course to make our city proud of having it in the lineup of golf courses available to the public. The townhomes will complete one stage of his ideas and I fully support his visions. All his ideas will increase our home values after the improvements are made, and the golf course reputation grows for the better. Everyone wins with that. Please support his ideas for grooming Horn Rapids to be a great community golf course and also a great place to live. Thank you

Karen Harper
2598 Tilden Court
Richland WA

Sent from my iPhone

From: [Dana Hart](#)
To: [Stevens, Mike](#)
Subject: Horn rapids homes
Date: Tuesday, April 20, 2021 3:41:50 PM

My husband and I live in Horn Rapids and are so excited about the townhomes that could be built near the entrance. We are very much in support of them being built.
If you have any questions feel free to email.
Thank you,
Dana Hart

Sent from my iPhone

From: [Dan Hester](#)
To: [Stevens, Mike](#)
Subject: Townhomes at Horn Rapids.
Date: Wednesday, April 21, 2021 2:15:17 PM

Please add my name to the list of supporters for the townhouse project at Horn Rapids.

[Sent from Yahoo Mail on Android](#)

From: [Tommy Hogg](#)
To: [Stevens, Mike](#); [Hun Nay Nay](#)
Subject: Horn Rapids Town Homes Support
Date: Tuesday, April 20, 2021 1:23:34 PM

My family and I recently joined Horn Rapids Golf Club after being long time members at other good courses in the area (Columbia Point and Sun Willows). We believe with additional revenue streams to support further improvements that Horn Rapids will be the premier public golf course in our region. We wholeheartedly support and embrace the additional town homes at the Horn Rapids Golf Course development to make this become a reality.

Thank you for your time and consideration.

Sincerely,
Thom and Brandee Hogg

From: [Rob Holloway](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Townhomes
Date: Wednesday, April 28, 2021 9:11:48 AM

To Whom It May Concern:

My wife and I both support the building of the townhomes in Horn Rapids. We believe these will enhance the community and the golf course we live in.

Rob and Dona Holloway
3021 Riverbend Drive
Richland WA 99354

Sent from my iPhone

From: [JEFF HUNTER](#)
To: [Stevens, Mike](#)
Subject: May 10 Public Hearing
Date: Sunday, April 25, 2021 6:04:26 PM

Mike,

My name is Jeff Hunter, I live at 2864 Crosswater Loop Richland. I would like express my views on the Links Residence at Horn Rapids development at the May 10th virtual Public Hearing meeting.

I am opposed to lifting any deed restriction that would not leave open space between Crosswater Loop and the Links development.

Thank you.

Regards,

Jeff Hunter

From: [Jacqueline Simpson](#)
To: [Stevens, Mike](#)
Subject: Town home development: Horn Rapids Golf Course
Date: Wednesday, April 21, 2021 1:45:11 PM

I support the above development, however, I have questions about traffic impacts and how congestion during construction will be handled. Thanks,

Sent from Yahoo Mail on Android
Jacqueline Simpson
2372 Copperleaf Street
Richland WA 99354
210 767-2962

From: [JD PETERS](#)
To: [Lukson, Ryan](#); [Kent, Sandra](#); [Thompson, Bob](#); [Boring, Marianne](#); [Lemley, Phillip](#); [Christensen, Terry](#); [Alvarez, Michael](#); [Stevens, Mike](#)
Subject: Horn Rapids Golf Course Townhome Development Update
Date: Wednesday, April 21, 2021 3:34:56 PM
Attachments: [Notice of Application.pdf](#)
[PUD2021101_ReferralPacketF_Townhome layout.pdf](#)
[Townhome plans.pdf](#)
[September 17 2019 Council Meeting Minutes.pdf](#)

Richland City Council Members:

We just wanted to give you an update as to the status of the Horn Rapids Golf course townhome development. As you recall, at the September 17, 2019, City Council meeting, you approved the Comprehensive Plan amendment being sought by Brad Rew the owner of the golf course. As you may recall, the neighbors on Crosswater Loop spoke in favor of the amendment but also asked the City Council to abide by the restrictive deed that was in place to prevent townhomes from being built right in front of our golf course view properties. The council directed Brad Rew to work with the neighbors on a compromise (see pages 7 & 8 of the attached minutes for your comments). Right after that meeting, we reached out to the Rews to begin working on a plan that all of us could live with. We attempted numerous times to contact the Rews and unfortunately, we never heard from them. We were all frustrated with their lack of involvement with us. We finally quit reaching out since we believed the Rews were not interested in reaching a compromise since they would not contact us.

So fast forward to April 1, 2021. The Crosswater Loop neighbors all received the attached notice from the City of Richland as to the application by the Rew's to move forward with the development. We thought at first it was an April's Fools Day joke but realized this was not the case. We obtained their plans and design and were shocked by what they are proposing. The plans are far worse than the original plans we had been working with the Rew's on in 2019. If you look at the layout, you now see more townhomes impacting far more neighbors. In addition, the homes are now two-story and they include a roundabout right out our backdoors that will certainly have vehicle headlights shining into our bedroom windows at all hours. I have attached their proposed layout design and the townhome design for your information.

We will all be attending the hearing on May 10th opposing the application based on the Rews current design. We were all hopeful that the Rew's would work with us, but that is not happening, so we must protect our property values and rights as best we can. We were hopeful that the compromise that Mike Stevens, your Planning Department Manager, first proposed to us and the Rew's would be acceptable to the Rew's. The Crosswater Loop neighbors are ready to accept Mike's compromise plan, but the Rews have other ideas and they have never contacted us or discussed any other options with the Crosswater Loop residents.

We know that this issue will come before the City Council at some time in the future and we are hopeful you will continue to support the compromise process.

Thanks for listening and if any of you would like to discuss this situation with me and/or the Crosswater Loop neighbors, please reach out to me and I will make this happen.

Jerry and Louise Peters
2846 Crosswater Loop
1-509-491-3833



CITY OF RICHLAND NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING AND OPTIONAL DNS (PUD2021-101 & EA2020-133)

Notice is hereby given that HJBT Properties have filed an application for a 54-unit Planned Unit Development referred to as The Links Residence at Horn Rapids. The site is generally located at 2800 Clubhouse Lane, Richland, WA. The specific location of the proposed development is along the eastern boundary of the 18th hole of Horn Rapids Golf Course and south of the existing pro-shop.

The Richland Hearings Examiner will conduct a virtual public hearing and review of the application at 6:00 p.m., Monday, May 10, 2021. All interested parties are invited to participate in the virtual public hearing by visiting the City of Richland website (www.ci.richland.wa.us).

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

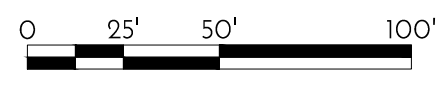
Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may also be emailed to mstevens@ci.richland.wa.us. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Written comments will be allowed to be submitted up to 6:00 p.m., Sunday, May 9, 2021. Written comments received after the cut-off time will not be accepted; however verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration, Title 23 Zoning and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Vicinity Map

Item: Planned Unit Development (Zoning)
Applicant: HJBT Properties
File #: PUD2020-101





OVERALL ARCHITECTURAL SITE PLAN
1" = 50'-0"



LOT SIZE TABLE								
LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)
1	4,634	2,890	19	3,480	1,736	37	4,133	2,389
2	3,692	1,948	20	5,222	3,478	38	3,481	1,737
3	3,715	1,971	21	4,301	2,557	39	3,481	1,737
4	4,176	2,432	22	3,874	1,330	40	4,380	2,636
5	4,324	2,580	23	3,874	1,330	41	4,882	3,138
6	4,084	2,340	24	4,414	2,670	42	4,973	3,229
7	4,185	2,441	25	5,088	3,344	43	5,357	3,613
8	5,045	3,301	26	4,281	2,537	44	4,621	2,877
9	6,565	4,821	27	4,244	2,500	45	4,308	2,564
10	4,037	2,293	28	5,026	3,282	46	4,679	2,935
11	4,037	2,293	29	4,345	2,601	47	4,449	2,705
12	5,768	4,024	30	3,480	1,736	48	4,041	2,297
13	4,415	2,671	31	3,480	1,736	49	4,538	2,794
14	3,480 *	1,736	32	3,972	2,228	50	8,814 **	7,070
15	3,480 *	1,736	33	3,977	2,233	51	4,678	2,934
16	4,133	2,389	34	3,481	1,737	52	5,171	3,427
17	4,133	2,389	35	3,481	1,737	53	3,631	1,887
18	3,480 *	1,736	36	4,133	2,389	54	4,087	2,343

NOTES: * DENOTES SMALLEST LOT SIZE **DENOTES LARGEST LOT SIZE LOT SIZE AVERAGE = 4,356 SQ FT

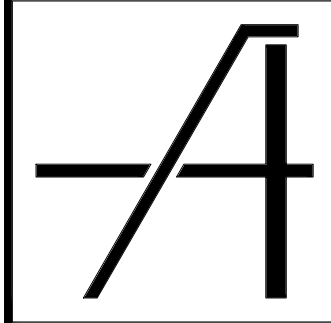
SITE ACREAGE & DENSITY

- TOTAL RESIDENTIAL SITE ACREAGE: 316,871 SQ FT (7.27 ACRES)
- TOTAL NUMBER OF DWELLING UNITS PROPOSED: 54
- PROPOSED DWELLING UNIT DENSITY: 54/7.27 ACRES = 7.43 DWELLING UNITS PER ACRE, ALSO SEE KEY NOTE 10.
- DWELLING UNIT DENSITY OF ADJACENT SUBDIVISIONS: 65,830 SQ FT (1.51 ACRES) 8 DWELLING UNITS / 1.51 ACRES = 5.30 DWELLING UNITS PER ACRE.

KEYED NOTES

- 24'-0" WIDE PRIVATE DRIVE
- 20'-0" DEEP RESIDENTIAL DRIVEWAY, TYPICAL
- RESIDENTIAL GUEST PARKING, 19' x 9' PARKING SPACES
- NEW 10'-0" WIDE ELECTRICAL EASEMENT
- EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 52' OUTSIDE AND 32' INSIDE
- 5'-0" WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARDS
- NEW 20'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
- 24'-0" MINIMUM TWO-WAY DRIVEWAY
- GOLF CLUB HOUSE PARKING, 19' x 9' PARKING SPACES
- NEW RESIDENTIAL TOWN HOME
MAXIMUM LOT COVERAGE = 50%
TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"
MINIMUM FRONT YARD SETBACK = 18'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 6'-0"
MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE, ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
- 59' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
- HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-52 AND INTERNATIONAL BUILDING CODE

LANDSCAPED AREA



ARCHIBALD & CO.
ARCHITECTS, P.S.
660 Symons Street
Richland WA 99354

p: 509. 946. 4189
f: 509. 943. 1796

www.archibald.design

P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

OVERALL ARCHITECTURAL
SITE PLAN

CAD FILE:
4018A0001_SP.dwg

DESIGNED: JMA/KAS

DRAWN: KAS

CHECKED:

DATE: 2020.Dec.18

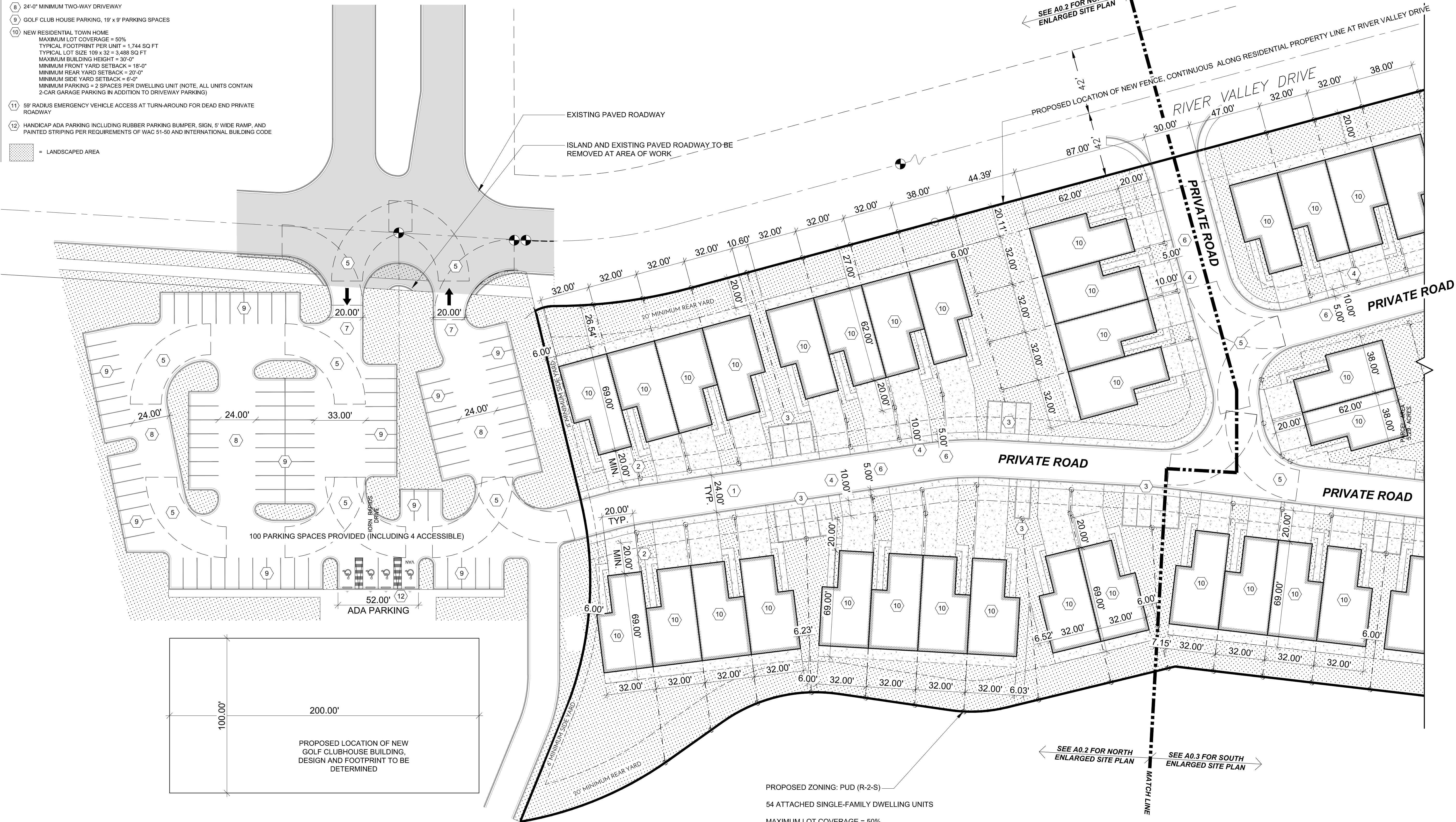
REVISION:

DRAWING:
A0.1

- 1 24'-0" WIDE PRIVATE DRIVE
- 2 20'-0" DEEP RESIDENTIAL DRIVEWAY, TYPICAL
- 3 RESIDENTIAL GUEST PARKING, 19' x 9' PARKING SPACES
- 4 NEW 10'-0" WIDE ELECTRICAL EASEMENT
- 5 EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 52' OUTSIDE AND 32' INSIDE
- 6 5'-0" WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARDS
- 7 NEW 20'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
- 8 24'-0" MINIMUM TWO-WAY DRIVEWAY
- 9 GOLF CLUB HOUSE PARKING, 19' x 9' PARKING SPACES
- 10 NEW RESIDENTIAL TOWN HOME
MAXIMUM LOT COVERAGE = 50%
TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT
TYPICAL LOT SIZE 108' x 32' = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"
MINIMUM FRONT YARD SETBACK = 16'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 6'-0"
MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE, ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
- 11 59' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
- 12 HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-50 AND INTERNATIONAL BUILDING CODE

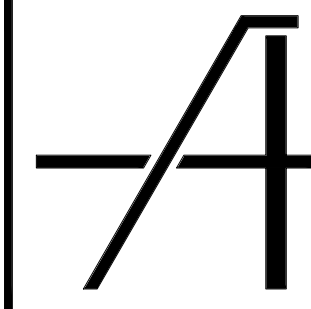


= LANDSCAPED AREA



MAXIMUM LOT COVERAGE = 50%
FOOTPRINT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"

1" = 30'-0"



ARCHIBALD & C^o
ARCHITECTS, P S
660 Symons Street
Richland WA 99354
p: 509 . 946 . 4189
f: 509 . 943 . 1796
www.archibald.design

**P-U-D
SUBMITTAL
REVIEW**

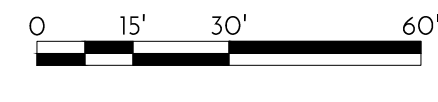
HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

ENLARGED SITE PLAN -
NORTH

CAD FILE:	4018A0001_SP.dwg
DESIGNED:	JMA/KAS
DRAWN:	KAS
CHECKED:	
DATE:	2020.Dec.17
REVISION:	

DRAWING:
A0.2

40-18

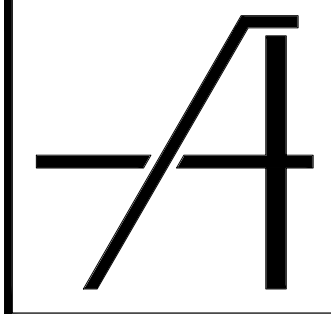


ENLARGED SITE PLAN - SOUTH
1" = 30'-0"

KEYED NOTES

- 24'-0" WIDE PRIVATE DRIVE
- 20'-0" DEEP RESIDENTIAL DRIVEWAY, TYPICAL
- RESIDENTIAL GUEST PARKING, 19' x 9' PARKING SPACES
- NEW 10'-0" WIDE ELECTRICAL EASEMENT
- EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 52' OUTSIDE AND 32' INSIDE
- 5'-0" WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARDS
- NEW 20'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
- 24'-0" MINIMUM TWO-WAY DRIVEWAY
- GOLF CLUB HOUSE PARKING, 19' x 9' PARKING SPACES
- NEW RESIDENTIAL TOWN HOME
MAXIMUM LOT COVERAGE = 50%
TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"
MINIMUM FRONT YARD SETBACK = 18'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 6'-0"
MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE, ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
- 50' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
- HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-50 AND INTERNATIONAL BUILDING CODE

LANDSCAPED AREA



ARCHIBALD & CO.
ARCHITECTS, P.S.
660 Symons Street
Richland WA 99354
p: 509.946.4189
f: 509.943.1796
www.archibald.design

P-U-D
SUBMITTAL
REVIEW

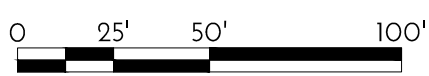
HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

ENLARGED SITE PLAN -
SOUTH

CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020-Dec-17
REVISION:

DRAWING:
A0.3

P:\0218 Project\40-18\MOBA0001_SP.dwg Layout: A0.4 Printed by: Kymal Shukley Date: 2020-Dec-17 1:09 PM



PHASING SITE PLAN
1" = 50'-0"

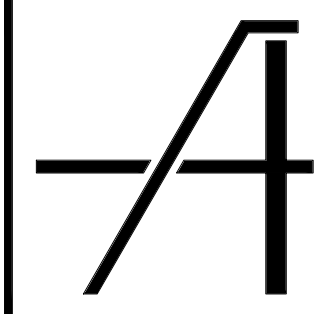


Curve Table			
CURVE	LENGTH	RADIUS	DELTA
C1	36.97	96.50	21°57'10"
C2	78.90	103.50	43°40'38"
C3	104.28	231.61	25°47'51"
C4	139.97	225.50	35°33'51"
C5	12.34	25.00	28°16'18"
C6	89.90	342.00	15°03'38"

Curve Table						
CURVE	LENGTH(M)	RADIUS	DELTA	CH. BRNG.	CHORD	LENGTH(P)
C1	28.80	722.00	2°17'09"	S71°52'50"W	28.80	
C2	35.22	722.00	2°47'42"	S74°25'16"W	35.22	
C3	76.27	722.00	6°03'10"	S78°50'42"W	76.24	76.28'
C4	13.78	722.00	1°05'38"	S82°25'06"W	13.78	13.78'
C5	40.01	388.00	5°54'30"	N79°37'37"E	39.99	40.02'
C6	97.77	350.00	16°00'16"	S46°21'17"W	97.45	97.82'
C7	95.02	350.00	15°33'18"	S62°05'27"W	94.73	94.78'
C8	44.63	350.00	7°18'24"	S73°36'07"W	44.60	44.77'

LEGEND

- PHASE 1 TOWN HOMES
- PHASE 2 TOWN HOMES
- PHASE 3 GOLF COURSE CLUB HOUSE
- PHASE 4 TOWN HOMES



ARCHIBALD & CO.
ARCHITECTS, P.S.
660 Symons Street
Richland WA 99354
p: 509 . 946 . 4189
f: 509 . 943 . 1796
www.archibald.design

P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

PHASING SITE PLAN

CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020-Dec-17
REVISION:

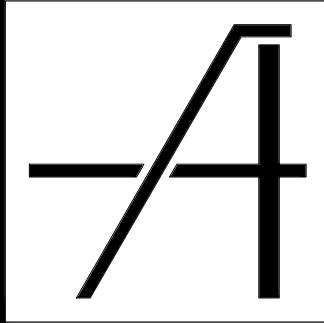
DRAWING:
A0.4

TOPOGRAPHIC SURVEY

PORTION OF HORN RAPIDS GOLF COURSE PROPERTY
SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY WASHINGTON.

SURVEYOR'S NOTES:

- 1. BASIS OF BEARING IS GRID, WASHINGTON STATE PLANE, SOUTH ZONE, NAD83(11), BASED ON GPS OBSERVATIONS. DISTANCES ARE "GROUND" SCALED FROM GRID USING A COMBINED FACTOR OF 0.99990897 (1.000091038).
- 2. VERTICAL DATUM IS NAVD88, BASED ON UPON GPS STATIC OBSERVATION PROCESSED USING NATIONAL GEODETIC SURVEY ONLINE POSITIONAL USER SERVICE (OPUS) & CONFIRMED BY FIELD TIES TO CITY OF RICHLAND CONTROL NETWORK.
- 3. CONTOURS ARE DERIVED FROM DIRECT FIELD OBSERVATIONS. CONTOUR INTERVAL IS 1.0 FEET.
- 4. ● = DENOTES FOUND 1 1/2" BRASS CAP IN MONUMENT CASE.
- 5. = INDICATES SPOT ELEVATION.
- 6. EQUIPMENT AND PROCEDURES: THIS SURVEY WAS PERFORMED WITH A TRIMBLE R8-4 GPS SYSTEM UTILIZING REAL TIME KINEMATIC METHODS. STATE PLANE COORDINATES WERE ESTABLISHED FROM STATIC OBSERVATIONS. GPS OBSERVATIONS WERE PROCESSED USING OPUS. TOPOGRAPHICAL POINTS WERE CREATED USING A LEICA MS60 TOTAL STATION.
- 7. UNDERGROUND UTILITIES SHOWN HEREON ARE FROM UNDERGROUND UTILITY LOCATE MARKS PROVIDED BY OTHERS AND ASSUMPTIONS BETWEEN ABOVE GROUND STRUCTURES.
- 8. THIS IS NOT A BOUNDARY SURVEY. NO ATTEMPT WAS MADE TO DETERMINE LOCATION OF PROPERTY BOUNDARIES, STREET RIGHTS OF WAY, OR EXISTING EASEMENTS.
- 9. THIS SURVEY IS A COMPILATION OF FIELD WORK PERFORMED MAY 2019, SEPTEMBER 2020, AND DECEMBER 2020.



ARCHIBALD & CO.
ARCHITECTS, P.S.
660 Symons Street
Richland WA 99354
p: 509.946.4189
f: 509.943.1796
www.archibald.design

P-U-D
SUBMITTAL
REVIEW

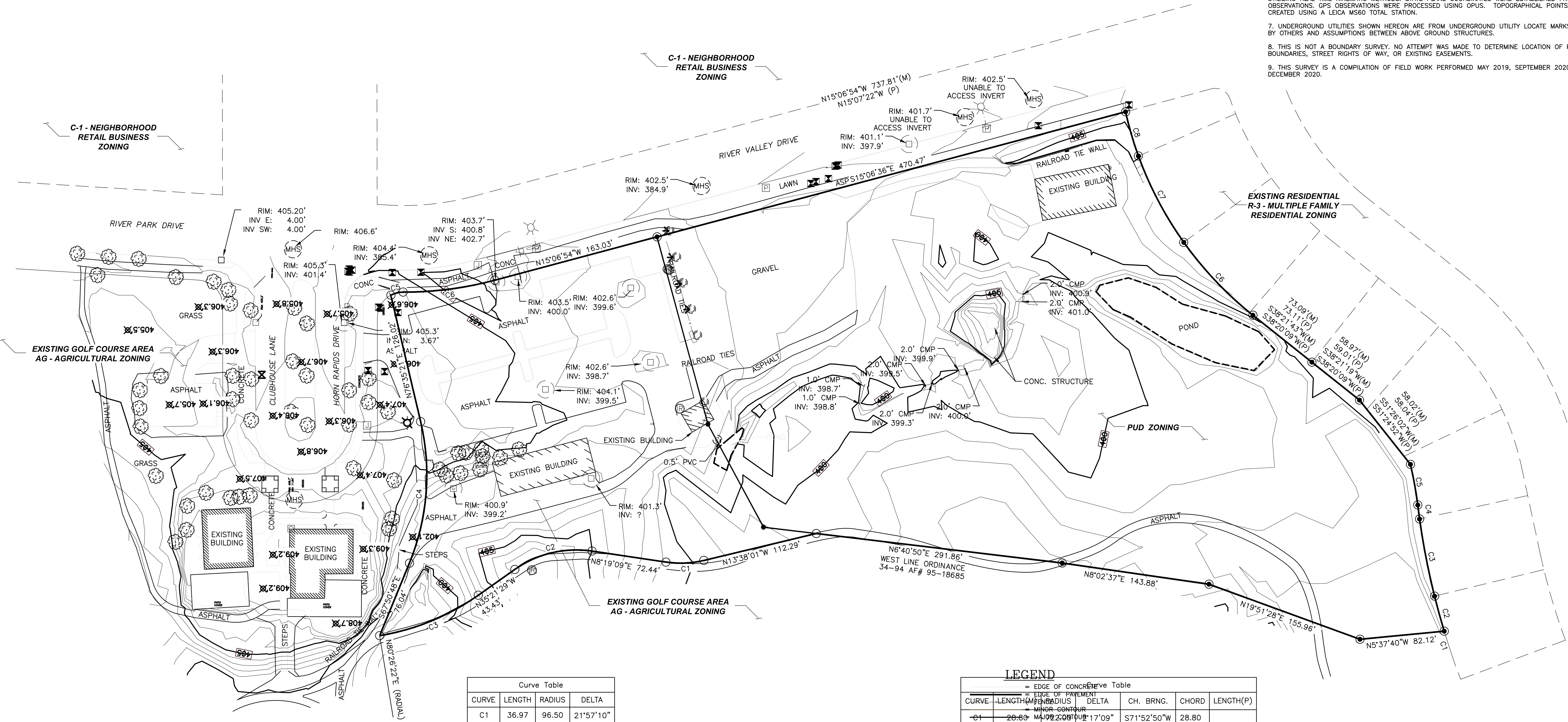
HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

EXISTING SURVEY AND
TOPOGRAPHY

CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020.Dec.17
REVISION:

DRAWING:
V0.1

40-18



Curve Table			
CURVE	LENGTH	RADIUS	DELTA
C1	36.97	96.50	21°57'10"
C2	78.90	103.50	43°40'38"
C3	104.28	231.61	25°47'51"
C4	139.97	225.50	35°33'51"
C5	12.34	25.00	28°16'18"
C6	89.90	342.00	15°03'38"

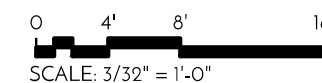
LEGEND					
—	EDGE OF CONCRETE				
—	EDGE OF PAVEMENT				
—	MINOR CONTOUR				
—	MAJOR CONTOUR				
—	LAND				
—	SEWER				
—	WATER				
—	WATER VALVE				
—	JACKBOX				
—	IRRIGATION BOX				
—	ELECTRICAL PANEL				
—	PHONE PEDESTAL				
—	SEWER CLEAN OUT				
—	TRANSFORMER				
—	LIGHT POLE				

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

CLIENT	GALE REW CONSTRUCTION	JOB	28620
PROJECT	TOPOGRAPHIC SURVEY	PTN SEC 28, T.10N., R.28E., W.M.	
DRN. BY	ALM	SCALE	1"= 60'
APPROVED	DPB	DATE	12/7/20
F. B. NO.	BK R61	ACAD VER	- C3D19
FILE:	38620.DWG	SHEET	1 OF 1



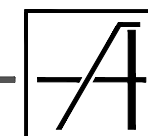
FIRST FLOOR PLAN
(1,270 NET SQ FT PER UNIT)



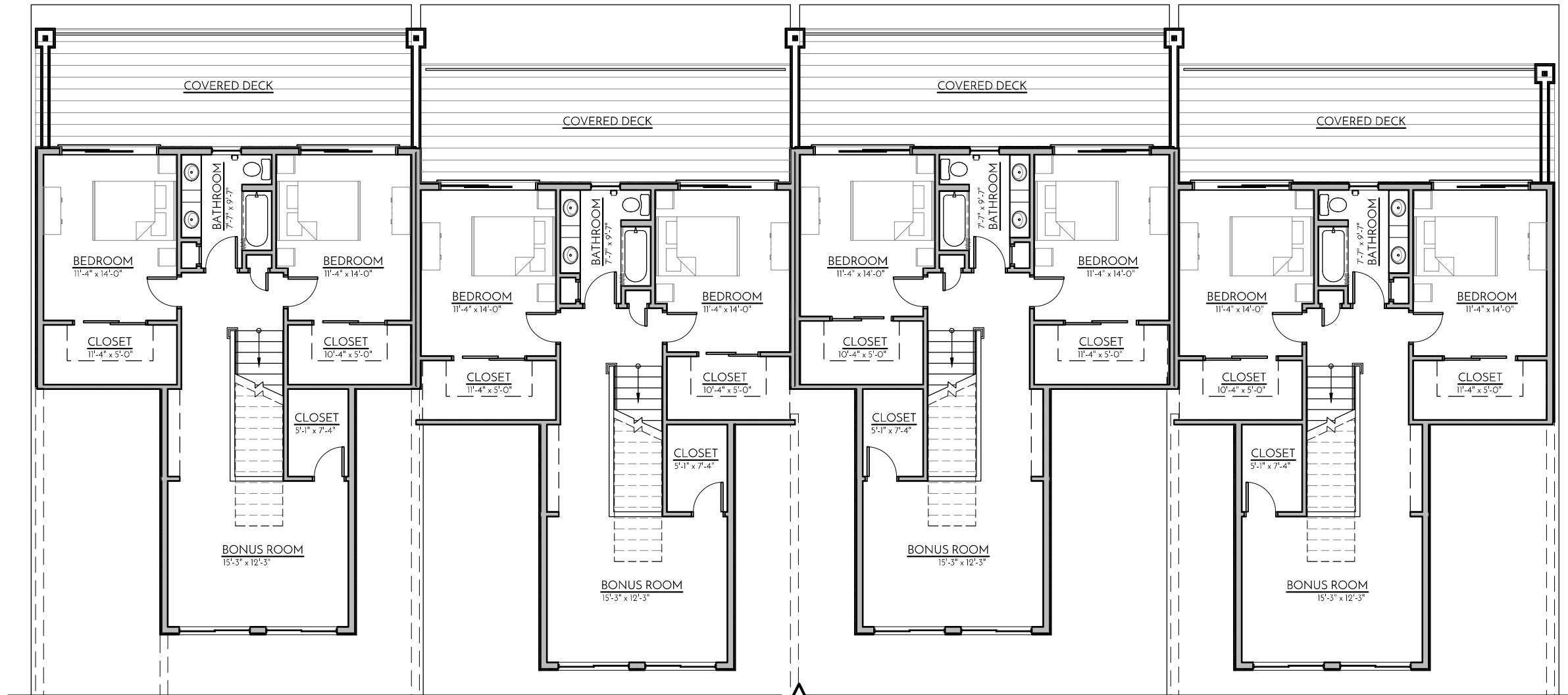
HORN RAPIDS TOWN HOMES - TYPE 'A' - FIRST FLOOR PLAN

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



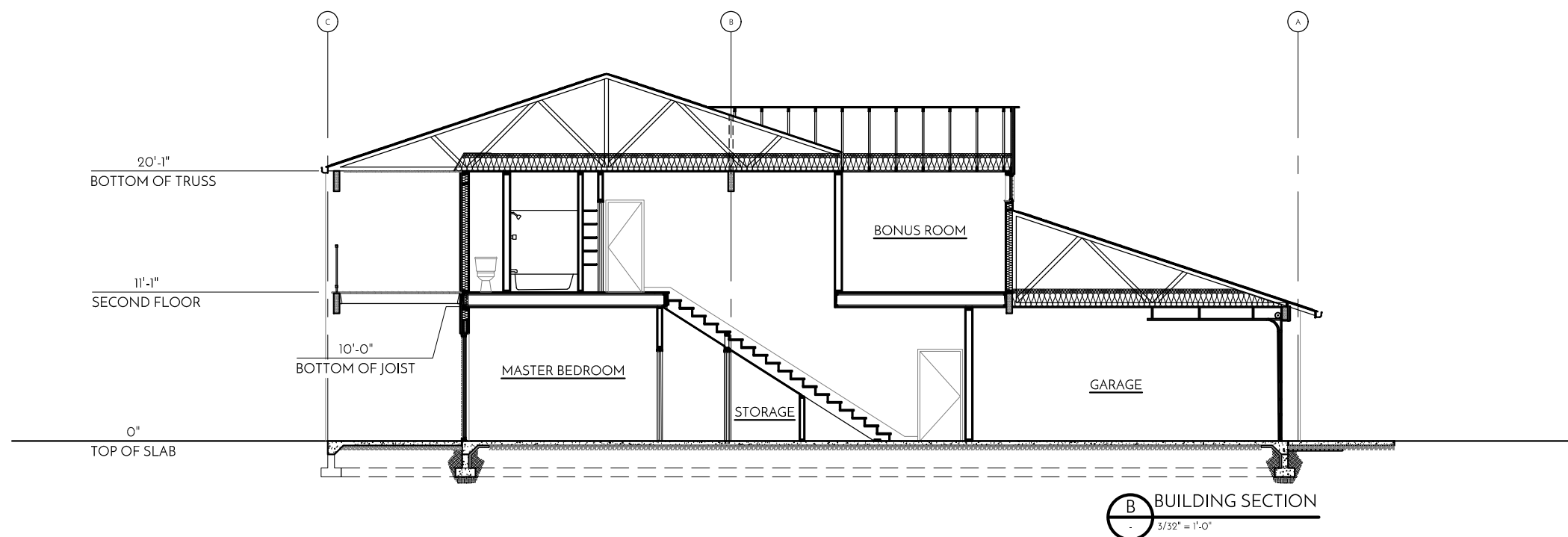
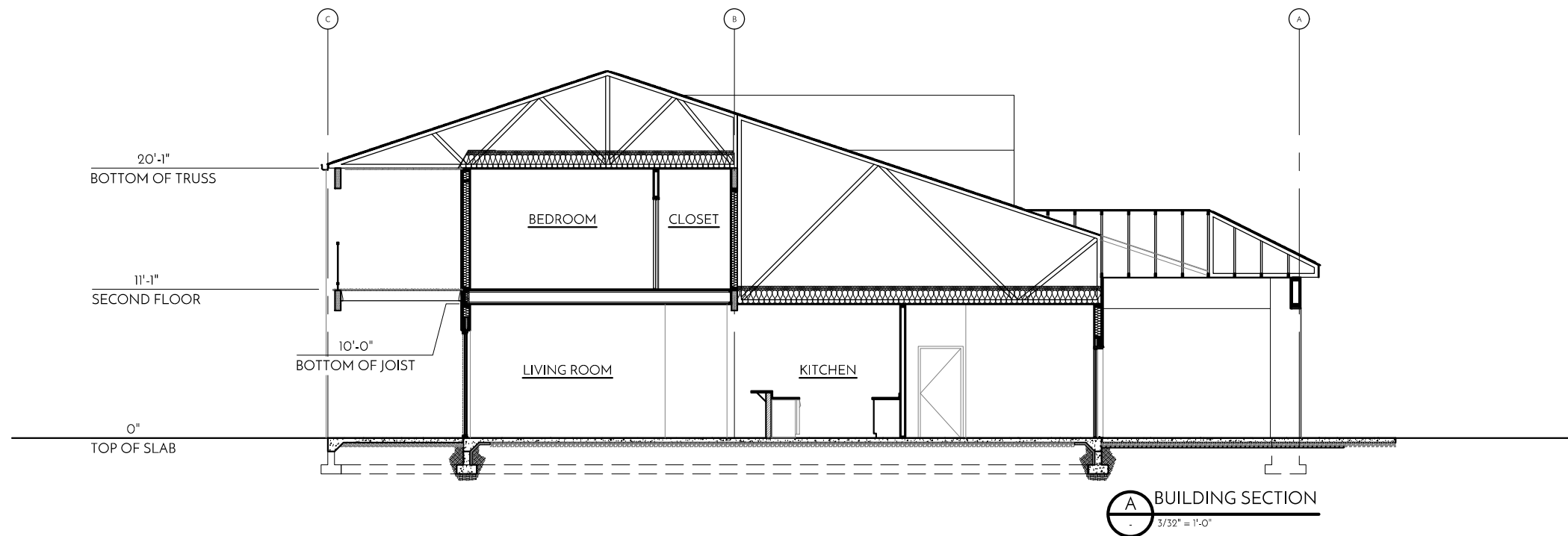
2019 Jul 08 40-18



SECOND FLOOR PLAN
 (910 NET SQ. FT. PER UNIT)

0 4' 8' 16'

SCALE: 3/32" = 1'-0"



HORN RAPIDS TOWN HOMES - TYPE 'A' - BUILDING SECTIONS

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



2019 Jul 08 40-18



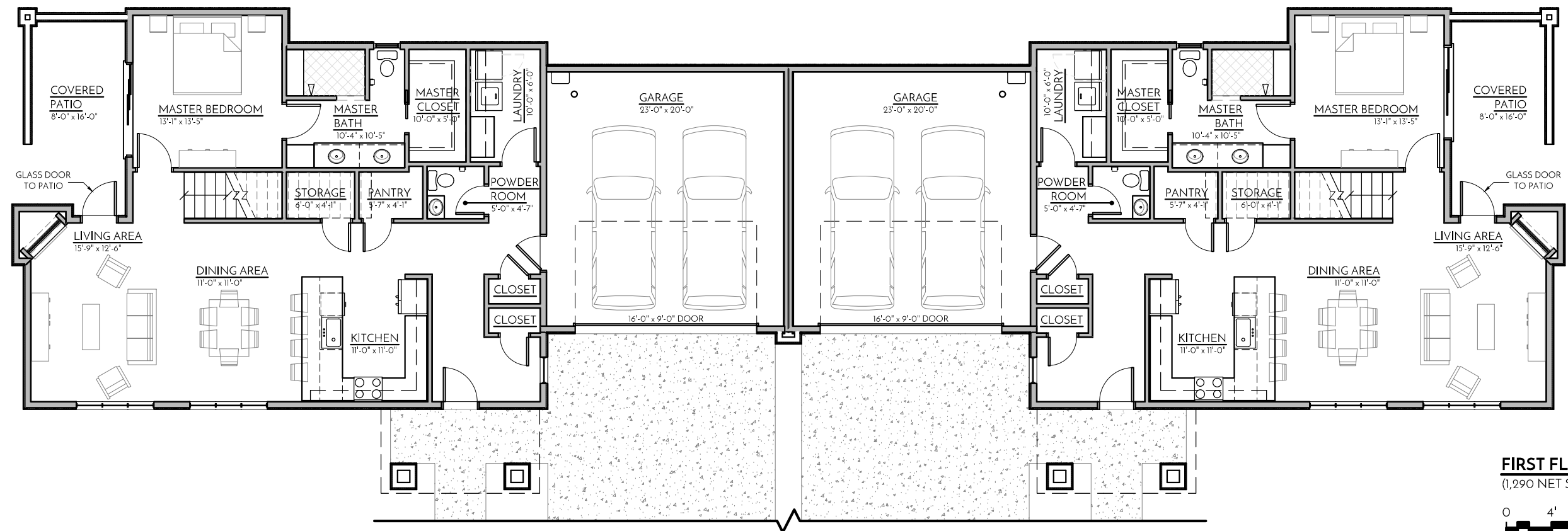
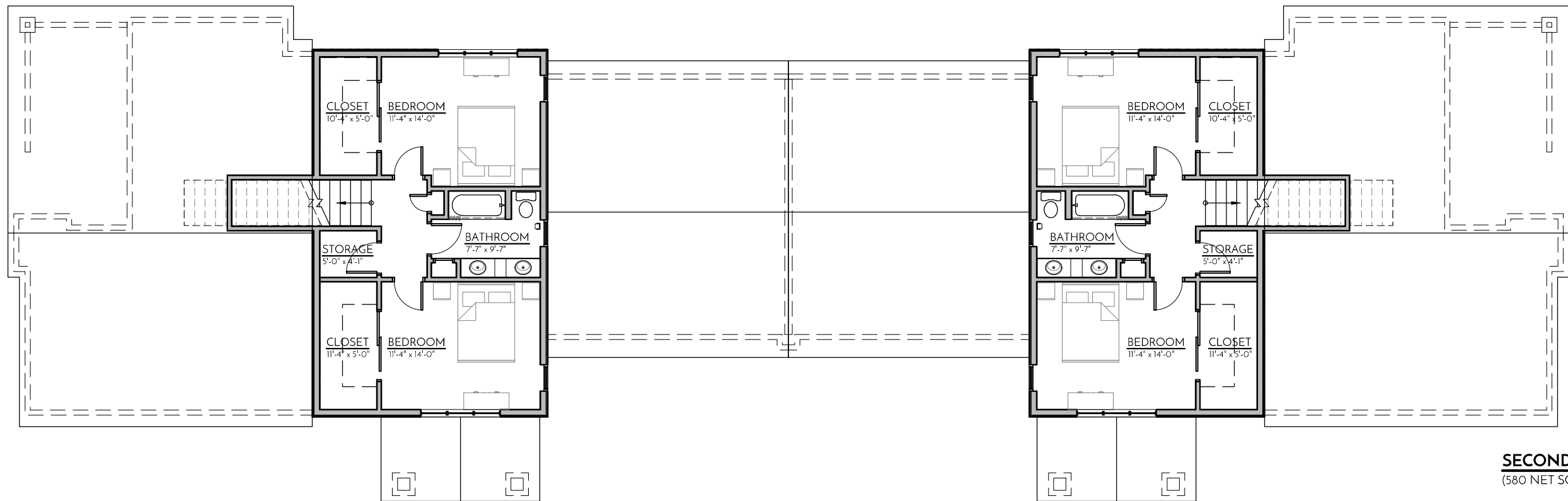
HORN RAPIDS TOWN HOMES - TYPE 'A' - RENDERINGS

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



2019 Jul 08 40-18



HORN RAPIDS TOWN HOMES - TYPE 'B' - FIRST & SECOND FLOOR PLANS - OPTION 1

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



2019 Jul 08 40-18



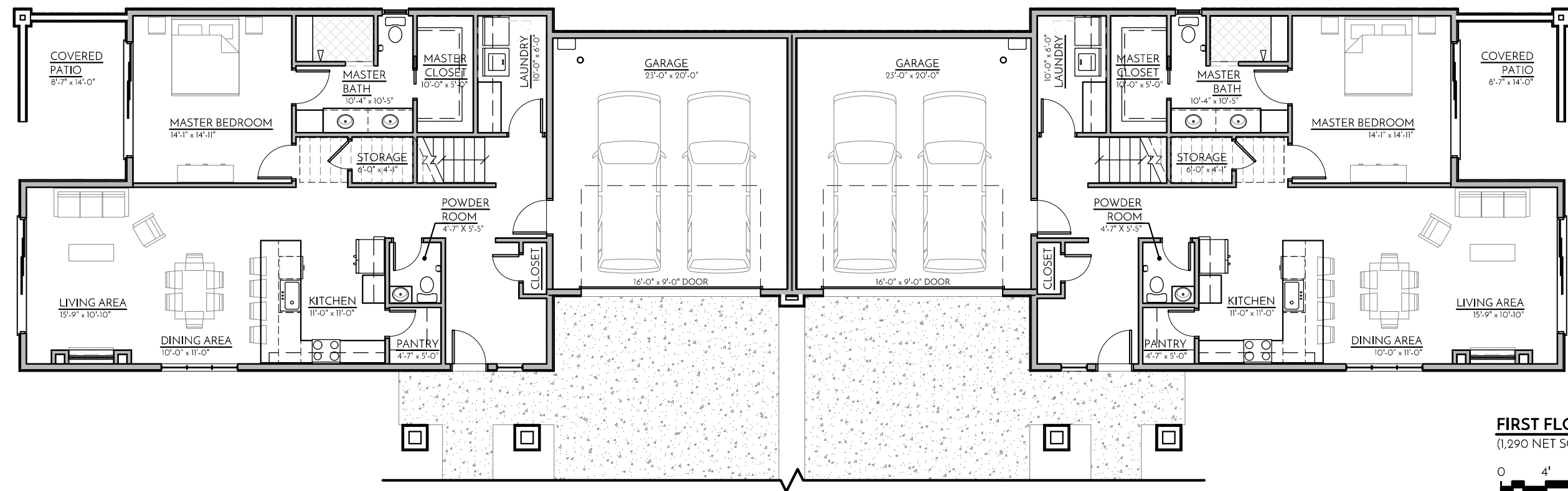
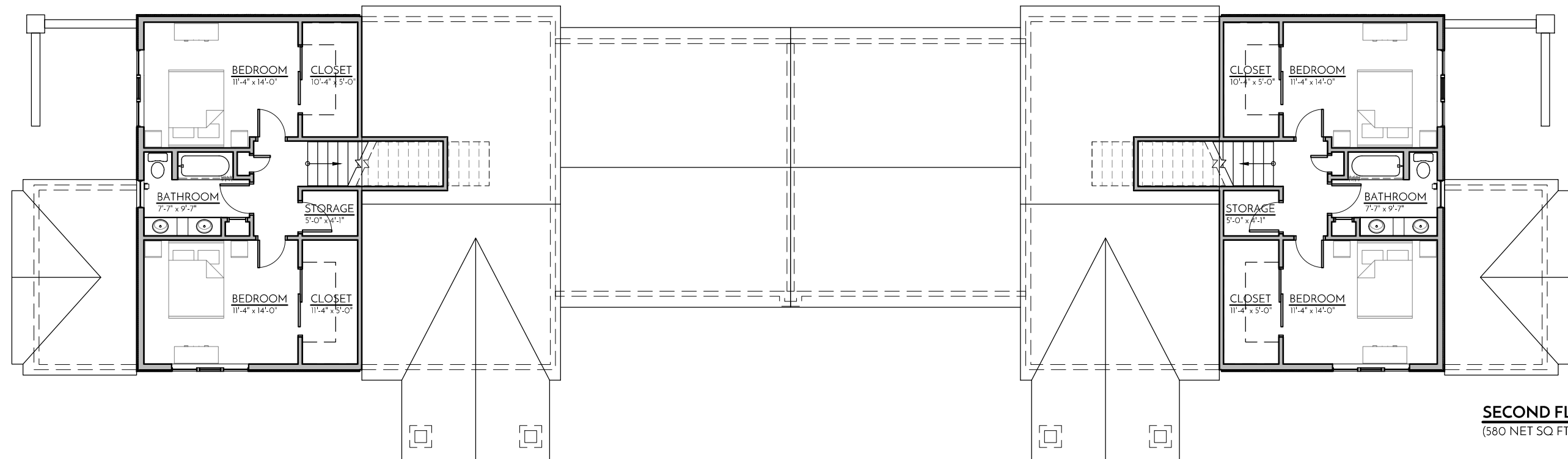
HORN RAPIDS TOWN HOMES - TYPE 'B' - RENDERING - OPTION 1

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



2019 Jul 08 40-18



HORN RAPIDS TOWN HOMES - TYPE 'B' - FIRST & SECOND FLOOR PLANS - OPTION 2

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, PS



2019 Jul 08 40-18



HORN RAPIDS TOWN HOMES - TYPE 'B' - RENDERING - OPTION 2

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



2019 Jul 08 40-18



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 625 Swift Boulevard
Tuesday, September 17, 2019

City Council Workshop - 6:45 p.m.

Mayor Thompson called the Council workshop to order at 6:45 p.m. in the Council Chambers at City Hall.

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

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Fire & Emergency Services Director Huntington, Energy Services Director Whitney and Acting Deputy City Clerk Fulton.

Agenda Item

1. Review of the Improved Emergency Response Services Agreement with Battelle Memorial Institute - Pacific Northwest Division

Chief Huntington discussed the proposed Improved Emergency Response Services Agreement with Battelle Memorial Institute – Pacific Northwest Division. Chief Huntington discussed the benefit to both parties, notably the significant benefit to the City of Richland by receiving the funding necessary to expedite construction of a new fire station in Richland's north zone. The proposed agreement allows the City to protect what the City is already required to protect within City limits, but with improved response times to the benefit of those located in north Richland. Chief Huntington answered several questions from Council related to timing, staffing and funding.

2. Ambulance Utility Rates

Chief Huntington discussed the Utility Advisory Committee's recommendation related to increased ambulance utility rates. The UAC recommended a single increase, instead of stepping rates up over time, but acknowledged that the final decision for implementation rests with Council. The benefit to step increases is to maximize the SAFER grant funding, and to avoid carrying a large fund balance. The proposed model is predicated on a step approach. The UAC recommended approval of the 2020 ambulance utility rate increase. It also supported the notion of rate equity between residential and commercial use. The proposed 2020 ambulance utility rate increase is anticipated for first reading on October 1, 2019.

3. Discuss Meeting Agenda Items

Council was invited to share concerns related to the agenda. City Manager Reents asked Council to add a presentation item to the agenda on Atomic Frontier Day 2019. Ms. Reents also discussed the TRIDEC board membership ballot. Councilmember Alvarez shared an email received from the Confederated Tribes of the Colville Reservation with an invitation to visit. The proposed date conflicts with Council's regular meeting schedule. City Manager Reents will follow-up.

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

Mayor Thompson called the Council meeting to order at 7:30 p.m. in the Council Chambers at City Hall.

Welcome and Roll Call

Mayor Thompson welcomed those in the audience and expressed appreciation for their attendance.

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

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO EXCUSE COUNCILMEMBERS ANDERSON AND KENT. THE MOTION CARRIED 5-0.

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

Pledge of Allegiance

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

Approval of Agenda

MAYOR THOMPSON ADDED A PRESENTATION ON ATOMIC FRONTIER DAY 2019 TO THE EVENING'S AGENDA. MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE THE AGENDA AS AMENDED TO ADD A PRESENTATION REGARDING ATOMIC FRONTIER DAY 2019. THE MOTION CARRIED 5-0.

Presentations

4. Proclamations of Appreciation: Richland Police Department Reserve Officers Martin Gilley and Clem Matylinski

Mayor Thompson read proclamations in honor of Richland Police Reserve Officers Clem Matylinski and Martin Gilley, and bestowed plaques to each in honor of their contribution to the City of Richland. Chief Bruce thanked Mr. Matylinski and Mr. Gilley for their service, and also briefly introduced Chris Lee and Brigit Clary, who were both recently promoted to Captain in the Richland Police Department.

5. Atomic Frontier Day 2019 (added by Council at start of meeting)

Assistant City Manager Jon Amundson initiated a PowerPoint of images from Atomic Frontier Day 2019 while City Manager Reents provided stats about the event, which was well-received in the community.

****To accommodate a scheduling conflict, Mayor Thompson invited Mr. Steve Ashby, PNNL Laboratory Director, to comment in support of proposed Resolution No. 113-19, authorizing an Improved Emergency Response Services Agreement. Mr. Ashby spoke favorably about the agreement and recommended its approval before exiting Council Chambers to meet his next commitment.****

Public Hearings

Acting Deputy City Clerk Fulton read the Public Hearing and Public Comments procedures.

6. Proposed Adoption of the 2018-2019 Comprehensive Plan Amendments - Ordinance No. 38-19

Community Development Services Director Kerwin Jensen introduced Planning Manager Mike Stevens to provide a staff report on the proposed 2018-2019 Comprehensive Plan amendments. Mr. Stevens described the Planning Commission's actions related to the proposed amendments, including its recommendation of approval for all proposed amendments (private party and City-initiated). Mr. Stevens also explained the path forward for potential removal of the deed restriction at some future date.

Mayor Thompson opened the public hearing at 8:00 p.m.

William C. Stahl, 2750 Stonecreek Drive, Richland WA commented on the benefit of Brad Rew's proposed development, overall, for the Horn Rapids Golf Course.

J. Delton Peters, 2846 Crosswater Loop, Richland WA wants the golf course to succeed, but does not want to be infringed on in the property where he lives. Mr. Peters supports the comprehensive plan amendment.

Tom Ricky, 2942 Crosswater Loop, Richland WA does not want the City to vacate its responsibly related to the golf course if it affects the immediately adjacent properties.

Rich Quadrel, 2450 Harris Avenue, Richland, WA shared that he is the President of Men's Club at Horn Rapids, and has been impressed with Brad Rew's commitment to the community and to Horn Rapids. Mr. Quadrel spoke in favor of the project and the proposed comprehensive plan amendment.

John Peterson, 2980 Sedona Circle, Richland, WA has lived in Horn Rapids for seven (7) years, and has observed slow decline of the condition of the golf course. Brad Rew, and the new owner, has increased the overall quality of the golf course. Mr. Peterson supports the proposed comprehensive plan amendment.

David Haller, 2894 Crosswater Loop, Richland WA asked City Council to support the proposed comprehensive plan amendment. Mr. Haller indicated that he was drawn to the area because of the park-like community, and while the amenities in Horn Rapids have been maintained, the golf course has declined. Mr. Haller supported the proposed comprehensive plan amendment as the predicate to the possible improvements Mr. Rew can implement.

Larry Felton, 2557 Tilden Court, Richland WA shared that his house looks down at the duck pond at Hole No. 10. Mr. Felton shared his fear that the developer will be able to eliminate the golf course and develop houses. Mr. Felton also shared that there is no such thing as a "golf course view" into perpetuity, and stated that Mr. Rew should be entitled to develop the property for the benefit of the golf course, the surrounding community, and the City of Richland.

Louise Peters, 2846 Crosswater Loop, Richland WA would ask that the deed restriction be made permanent forever. Ms. Peters believes in improving the golf course and construction of a better club house, but does not want a townhouse four (4) feet from her house.

Steve Lorence, 2858 Crosswater Loop, Richland WA shared that he is one of the eight (8) homeowners affected by Brad Rew's potential development. Mr. Lorence stated that he purchased a home that was promised a golf course view due to the deed restriction, and paid a premium for it. Mr. Lorence advised that he supports improving the golf course, but does not believe Mr. Rew's efforts demonstrate compromise as suggested. Mr. Lorence shared that he and the other affected homeowners want the golf course to be successful, but not at the cost to abutting residential properties.

Roger Bauer, 2978 Redrock Ridge Loop, Richland WA shared that changes occur when development occurs. Mr. Bauer expressed understanding for the properties impacted, but shared that the bigger impact is a positive benefit to the City and the immediate Horn Rapids community. Mr. Bauer encouraged City Council to approve the proposed comprehensive plan amendment.

Jeff Riddelle, 2930 Redrock Ridge Loop, Richland WA spoke in support of the proposed comprehensive plan amendment.

Tom Harper, 2598 Tilden Court, Richland WA spoke in support of the proposed comprehensive plan amendment, and stated that, in his opinion, Brad Rew has rescued the golf course.

Denise Ciarlo, 2563 Prestwick Drive, Richland WA shared that she spoke to Brad Rew at length about his vision for golf course. Ms. Ciarlo considers Mr. Rew's plan impressive and beneficial to the community. Ms. Ciarlo also spoke in favor of the proposed comprehensive plan amendment.

Gail Wintczak, 2852 Crosswater Loop, Richland WA spoke in support of Brad Rew investing in the Horn Rapids Golf Course, but does not want the deed restriction lifted. Ms. Wintczak also objects to filling of the pond adjacent to her house as proposed by Mr. Rew.

Jeff Hunter, 2864 Crosswater Loop, Richland WA shared that he is being asked to forfeit \$20,000 to \$40,000 in property value Mr. Rew's development is allowed to go forward as potentially proposed. Mr. Hunter asked the City to stay true to the original commitments it made when Horn Rapids was first developed.

Julie Cheville, 3148 Redhawk Drive, Richland WA spoke in favor of the proposed comprehensive plan amendment.

Don Bogart, 2266 Copperleaf Street, Richland WA spoke in favor of the proposed comprehensive plan amendment.

Jon Ray, 2837 Troon Court, Richland WA spoke about the decline of the Horn Rapids Golf Course, and the benefit to the community by introduction of Brad Rew's proposed project. Mr. Ray encouraged the City Council to approve the proposed comprehensive plan amendment.

George Kyriazis, 2766 Stonecreek Drive, Richland WA spoke in favor of local ownership of the golf course (Brad Rew), and encouraged the City Council to approve the proposed comprehensive plan amendment.

Mayor Thompson closed the public hearing at 8:35 p.m.

7. Proposed Amendment to RMC Title 23: Zoning Regulations and the Official Zoning Map of the City of Richland - Ordinance No. 39-19

Planning Manager Mike Stevens provided the staff report on proposed Ordinance No. 39-19. Mr. Stevens reiterated the Planning Commission actions taken related to the zoning map amendments that marry with the proposed comprehensive plan amendments. Mr. Stevens pointed out that there is no zoning action associated with Mr. Rew's comprehensive plan amendment.

Mayor Thompson opened the public hearing at 8:36 p.m. The hearing was closed at 8:37. No public comment was taken.

Public Comments

No public comment was offered.

Consent Calendar

Acting Deputy City Clerk Fulton read the Consent Calendar.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED A MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

Minutes - Approval

8. Approve the September 3, 2019 Council Meeting Minutes

Ordinances - First Reading

9. Ordinance No. 37-19, Amending the 2019 Budget in the General Fund and General Government Construction Fund related to Atomic Frontier Day 2019 and Rural County Capital Funds

Ordinances - Second Reading/Passage

10. Ordinance No. 35-19, Amending Chapter 5.14 of the Richland Municipal Code related to Sidewalk Use Licenses
11. Ordinance No. 36-19, Establishing and Dedicating Right-of-Way for Battelle Boulevard, Logan Street, Hagen Road, Robertson Road and Snyder Street

Resolutions – Adoption

12. Resolution No. 111-19, Authorizing a Funding Agreement with the Washington State Department of Transportation for the Duportail Bridge - Phase 2 Project
13. Resolution No. 112-19, Authorizing a Joint Grant Application with the Port of Benton to the Community Economic Revitalization Board for a Joint Stormwater Study
14. Resolution No. 113-19, Authorizing an Improved Emergency Response Services Agreement with Battelle Memorial Institute - Pacific Northwest Division
15. Resolution No. 114-19, Authorizing an Agreement with RH2 Engineering, Inc. for the Wastewater Treatment Plant Digester Facility Improvements

16. Resolution No. 115-19, Authorizing a Grant Application to the Washington State Department of Transportation and the Washington Utilities and Transportation Commission to Assist in Funding Kingsgate Rail Crossing Upgrades
17. Resolution No. 116-19, Authorizing a Lease Agreement with Oscar and Iliana Suarez for Operation of the Novel Café in the Richland Public Library
18. Resolution No. 118-19, Authorizing Amendment No. 11 with UtiliWorks Consulting, LLC for Phase 2 of the Advanced Metering Infrastructure (AMI) Project, and Ratifying Amendment Nos. 6 and 9

Items for Approval

19. Appointments to the Economic Development Committee: Marc Newman, Deidre Holmberg and Brad Bricker
20. Appointments to the Americans with Disabilities Citizens Review Committee: Steve Sillers and Brenda Bradley
21. Appointment to the Library Board: Karen Buxton

Expenditures - Approval

22. Expenditures from August 26, 2019 - September 6, 2019 for \$4,612,050.81 including Check Nos. 271718-272168, Wire Nos. 7723-7745, Payroll Direct Deposit Nos. 155102-155645 & 155653, Payroll Check Nos. 155646-155652 & 155654, Pension Direct Deposit Nos. 5191-5224, and Payroll Wire/ACH Nos. 11125-11156

Items of Business

23. Ordinance No. 38-19, Adopting the 2018-2019 Comprehensive Plan Amendments into the existing 2017 Comprehensive Plan

Councilmember Lukson spoke in favor of the comprehensive plan amendments and Brad Rew's vision in Horn Rapids, but cautioned about finding balance between the affected property owners and the overall benefit to the Horn Rapids community.

Councilmember Lemely expressed support for the comprehensive plan amendments, and encouraged the parties to work together to find a compromise regarding the deed restriction.

Councilmember Alvarez echoed Councilmember Lukson's comments and stated that he wants to see the development as a win-win for all involved.

Mayor Pro Tem Christensen thanked the public for attending and sharing their comments. Mr. Christensen also reassured the audience that tonight's action does not

mean that anyone is losing their view. Instead, it simply means that the process can move forward to the next step.

MAYOR PRO TEM CHRISTENSEN MOVED AND MAYOR THOMPSON SECONDED A MOTION TO APPROVE ORDINANCE NO. 38-19 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

24. Ordinance No. 39-19, Amending RMC Title 23: Zoning Regulations and the City's Official Zoning Map to Conform to the Updated 2017 Comprehensive Plan

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE ORDINANCE NO. 39-19 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

Reports and Comments

City Manager

City Manager Reents had no comments.

City Council

Councilmember Lemley commented favorably on Atomic Frontier Day 2019.

Councilmember Lukson spoke favorably about the value of attending ECA with Mayor Thompson and thanked City Council for supporting his attendance.

Mayor Pro Tem Christensen shared that September 17 is Constitution Day, which should be honored. Mayor Pro Tem Christensen also spoke favorably about Atomic Frontier Day 2019, and encouraged City Council and staff to introduce Atomic Frontier Day as a reoccurring event since it is likely to benefit tourism and economic development.

Mayor

Mayor Thompson shared the importance of paying attention to the federal environmental issues at Hanford, and spoke favorably about the value of attending ECA with Councilmember Lukson. Mr. Thompson also spoke favorably about Atomic Frontier Day 2019 and the evening's public participation.

Adjournment

Mayor Thompson adjourned the meeting at 8:55 p.m.

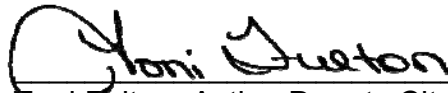
APPROVED:


Robert J. Thompson, Mayor

Date Approved: October 1, 2019

Date Published: October 2, 2019

ATTESTED:


Terri Fulton, Acting Deputy City Clerk

From: James Jeffs
Date: April 28, 2021 at 2:30 PM
To: mstevens@ci.richland.wa.us
Subject: Horn Rapids Golf Course and Development

Mr. Stevens, I am a lifelong Richland resident and currently live at Horn Rapids. I first lived at Horn Rapids from 1996 to 2000 and moved back to the development in 2009. When the development began the golf course was the center piece of the development and I believe it was owned and operated by the City of Richland. At the beginning the golf course was in great shape and attracted a lot of play both from local and out of area players. At some point the city decided to sell the golf course to an investor from the west side. The new owner did little or nothing to take care of the course and as result the property deteriorated.

The new owner Mr. Brad Rew has a plan to restore the golf course and once again make it the center piece of the Horn Rapids development. Mr. Rew has a plan before the council for the construction of townhomes along the east side of the 18th fairway. There is very limited opposition by a few home owners that live on Crosswater Loop. I've personally walked the 18th fairway and the affect on those homes view is moderate at best. I also believe that Mr. Rew's plans and vision will add value to every home at Horn Rapids including the Crosswater Loop residents and to the city of Richland.

Mr. Rew's plans are ambitious and will take time reach fruition but he, Horn Rapids residence, and the City of Richland need the councils support to make it a reality. I strongly offer my full support for Mr. Rew's plans. Please share my thoughts with all council members.

James Jeffs
2729 Stonecreek Dr.
Richland, WA 99354
Email: jtjeffs@gmail.com
Phone: 509-727-2022

From: [Mrs. J](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes Development
Date: Tuesday, April 20, 2021 4:10:36 PM

I support the development project of it'll raise capital for the golf course expansions. The course upgrades will inevitably increase the value of the property and the surrounding homes. I reside on the golf course and hope to sell my home at a competitive value some day.

Linda Johnson

From: [Jon](#)
To: [Stevens, Mike](#)
Subject: SUPPORT FOR HORN RAPIDS TOWNHOMES
Date: Tuesday, April 20, 2021 9:27:10 PM

I am writing in support of the proposed townhomes at Horn Rapids golf course. The proposed upgrades includes the perfect enhancement on the section of undeveloped land on the property. I also understand this has been opposed by a small group of homeowners who evidently were not briefed on the City of Richland's proposed future expansions in the Horn Rapids sector.

I fully support this important improvement for Horn Rapids.

Jon Juetten

From: [Scott Keller](#)
To: [Stevens, Mike](#)
Cc: Brad@hornrapidsgolfcourse.com
Subject: Townhomes planned at Horn Rapids
Date: Wednesday, April 21, 2021 6:07:38 AM

My name is Scott Keller. I live at 2885 Troon Ct. in the Horn Rapids master planned community on the golf course for over 20 years. I fully support the construction of the 54 townhomes planned at the course.

Brad Rew has done a tremendous job of improvements at our course and I know he will continue with the upgrades and plans that he has. Please approve the zoning change for these much needed townhomes.

Thank you.

Scott Keller
2885 Troon Ct.
Richland, WA 99354

509-528-8918

From: [Home](#)
To: [Stevens, Mike](#)
Subject: Horn rapids town homes
Date: Tuesday, April 20, 2021 3:39:26 PM

I am writing you to show my support for the 54/new town homes planned for Horn Rapids. I live in Wild Canyon Way development and feel the building of the project will be a huge plus for our community. Please allow the permit and building process to go as planned.

Thank-you

Terry Killian
3246 Wild Canyon Way
Richland,WA.
509-430-6483

Sent from my iPad

From: [Don Kollenborn](#)
To: [Stevens, Mike](#)
Subject: Re: Town Homes
Date: Tuesday, April 20, 2021 2:01:30 PM

I definitely support the Town Homes! Put me down as a YES vote.

Don Kollenborn
2724 Sawgrass Loop

Sent from my iPhone

From: [konman](#)
To: [Stevens, Mike](#)
Subject: Town homes
Date: Tuesday, April 20, 2021 6:04:15 PM

I am in favor of the town homes being built, not just because it would bring in money for much needed improvements to the horn rapids golf course, but also make 54 new housing opportunities in a crowded housing market.

April 26, 2021

Dear Mr. Stevens,

My husband and I have lived in Horn Rapids for over 10 years and were drawn to the area because of the location, the beauty, and a lifestyle that fit with the end of our working careers. It has grown a lot since that time and that was to be expected, but the proposed development by the golf course owner was recently brought to our attention and we have concerns. From what we understand, the proposal stuffs major changes *within an already established area*. It is being presented as an enhancement to the golf community but adding 52 townhouses with a road, round-a-bout and parking spaces will impact the quality of life for **ALL** of us who enjoy the existing views, walking areas, pool, tennis courts, picnic area, parks, ponds, trees and wildlife. There are even eight houses on one street where the changes will directly impact their property. I would also add that the additional traffic involved will cause more congestion around our main entrance and the potential for bottlenecks at certain times of the day. It will also be generating more safety concerns for walkers, bikers, joggers, children and senior citizens.

Horn Rapids is a “planned community”. *Community* means that we are a group of people living in the same place, and *planned* means that we are made aware of the details in doing or achieving something. Where was the communication detailing this plan to the community?

The city needs to ask the golf course owner to meet with the Home Owner Association (HOA) representatives and discuss these concerns. I’m sure they could find some modifications, suggestions, checks and balances where all parties could benefit. Our HOA is made up of wonderful people who take pride in their community, who are reasonable people and who really want the best for everyone involved whether they golf or not.

Thank you for your consideration.

Respectfully,

Kathy Kraemer

From: jkragt34@gmail.com
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Wednesday, April 21, 2021 7:41:15 AM

Hello,

I'm writing to simply offer my support of the proposed town homes near the Horn Rapids clubhouse. I am a Horn Rapids resident and I have heard all of the arguments against it. While it may be inconvenient for a very select few, I disagree with the notion that those select few homeowners paid a premium for those lots. The proposed footprint was always designated for golf course parking or maintenance buildings. I don't believe their home values will be impacted. The golf course and Horn Rapids community will benefit greatly for years to come. I have seen the passion Brad Rew has brought as the newest course owner and I know he and his team will work tirelessly to make this a more attractive community for all of us. Thank you.

Jason Kragt
2745 Walking Stick Ave
503-709-3836

From: [Linda Peters](#)
To: [Stevens, Mike](#)
Subject: Support townhouses
Date: Thursday, April 22, 2021 3:53:17 PM

I am a resident of horn rapids and support the town house project

Sent from my iPhone

From: [Karen Leahy](#)
To: [Stevens, Mike](#)
Subject: Proposed townhome development in Horn Rapids
Date: Wednesday, April 21, 2021 9:44:47 PM

Dear Mr. Stevens,

I am writing this to express my very strong support for Brad Rew's vision to bring a number of improvements to Horn Rapids, including the townhomes. I am aware that there are a small number of homeowners on Crosswater Loop who are trying to stop this project. This has been ongoing for more than a year, and Brad has redone his plans, reducing the amount of homes by more than 30% at a substantial loss of revenue, in order to appease those 7-8 homeowners. Yet they still complain. I personally do not understand how they prefer the view of old sheds and gravel spaces to new, attractive buildings. A few of those homes already have berms or trees behind them to block the site of the existing old buildings. They claim that they are "golf course properties", yet it appears to me that they do not actually border the course, but are set back further. When we bought our home here we had a full view of Badger Mountain. However, after only two years the subdivision was expanded and we lost that view. Unfortunate, but that should always be anticipated when future development is possible. I am a widow now, and I like the option of a future townhome to eliminate outside maintenance and make life easier, while remaining in this area that I love.

I don't know how many residents we have now, but I'm sure there must be close to 1,000 homes. Please don't let 7 or 8 destroy this project. The addition of attractive new townhomes, improvements to the entrance, a new clubhouse, and further improvements to the golf course can only make this entire area more desirable and improve the overall property values. A failure to allow this progress could ultimately result in financial failure of the course, which would be devastating to the entire community.

Please give your support to this entire proposal. Thank you.

Karen Leahy
2812 Copperbutte St

April 26, 2021

Dear Hearing Officer:

In June of 2012 we purchased our home at 2840 Crosswater Loop, on the corner of River Valley and Crosswater. Our home has golf course frontage, and when we first moved in we had a view of a waterfall (actually two waterfalls—one on each side) and the Mirage Putting green. The waterfall then ran under a little bridge and connected to a stream and then into a pond behind our houses.

Because we are facing the golf course, we paid a premium for this view, and also each year have been paying real estate taxes based on a land value that is significantly more than our neighbors with larger lots across the street. Our land valuation for real estate purposes is the same as everyone else in Horn Rapids with golf course frontage. As time passed, the waterfalls were turned off and the area returned to a natural landscape, similar to many areas surrounding the golf course. We still have a pond in this area where we see numerous herons, red-tailed hawks, quail, ducks and doves around the pond, and in the area directly behind us.

The proposed plan for this new development puts a two-story townhome within six feet of the edge of our property. Our backyard will be facing this 54-unit area of townhomes, and we will be looking directly at the side of a two-story unit. Most housing developments have backyards facing each other which gives a little more space.

As Brad and Thera know, from the very beginning we have not opposed the townhome development. All we have been asking for is a fair compromise and a little more space behind us.

The city sold the land to the developer, who sold it to Pahlisch, who sold it to us as golf course frontage property. And as we have already mentioned, this has been acknowledged by the County; they have charged us the same amount of property tax as everyone else with golf course frontage.

When the City and the previous golf course owner sold this property to the developer, a deed restriction was placed on this area. The City lifted the restriction in September of 2019, apparently over a technicality in the way it had originally been recorded. Even so, we and our neighbors strongly feel that this property was misrepresented to us before we purchased our homes.

We are both in our 70s and retired, as are some of our neighbors. When we purchased this property, we purchased it as our retirement home. We have invested money into our homes and now we see the value of our homes immediately drop. And while others in our development might say, "This is for the good of the community," we would simply reply, "Put yourself in our shoes, and let's see what you would do in this situation."

After coming through what we all would call a difficult year, could we not come to some reasonable compromise for the good of all? We would ask that the City come up with a mediator between the golf course owners and the Crosswater homeowners.

We do appreciate your taking time to read our letter and consider our concerns.

The attached picture is our view to the southwest, last night.

Larry and Carol Libby
2840 Crosswater Loop
Richland, WA 99354



From: [Lori Lieske](#)
To: [Stevens, Mike](#)
Subject: Town Homes at Horn Rapids
Date: Wednesday, April 21, 2021 8:33:50 PM

Dear Mr/Ms Stevens,

As a resident of the Horn Rapids development I am writing to endorse the proposed building of 54 town homes at Horn Rapids. I fully support Mr Rew's plans and believe they are in the best interest of all who live in our community.

I urge the City of Richland to approve the building of these town homes.

Sincerely,
Lorena J Lieske
llieske1116@gmail.com
2717 Stonecreek Dr
Richland, Wa 99354
509 989 5197

From: tl.liikala@frontier.com
To: [Stevens, Mike](#)
Subject: Horn Rapids Condos
Date: Friday, April 30, 2021 6:30:02 PM

I support Brad Rew's plan to build condos at Horn Rapids. This will benefit the neighborhood as well as the golf course. Thanks.

Terry Liikala
Sent from my iPhone

From: [julie lingle](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Home Support
Date: Sunday, April 25, 2021 1:09:44 PM

Hello Mr. Stevens,

I am sending you this email to voice my support for the 54 town homes to be built in Horn Rapids :>

Please seriously consider allowing the addition of Town Homes to Horn Rapid to finance improvements on the Horn Rapids Golf Course and provide additional housing options for entry level & aging senior buyers.

“ Diverse Housing Communities strengthen our City”

Thank you,
Julie Lingle
(509)438-7811

From: [Timothy Lord](#)
To: [Stevens, Mike](#)
Subject: Support of Town Homes at Horn Rapids
Date: Friday, April 30, 2021 12:01:11 PM

Dear MStevens:

We are writing to voice our support of the building of 54 Town Homes by Brad Rew in the Horn Rapids Development. Since Mr. Rew purchased the Horn Rapids Golf Course, he has demonstrated a wonderful integrity and effort to re-invest and further develop this beautiful neighborhood. Since his purchase, the Golf Course has been transformed. He has added additional renovations to the Club House and Restaurant. Everything that he has done to the present time has demonstrated a significant improvement to both the property condition and beauty of Horn Rapids. Marilyn and I hope with all of our heart that these wonderful improvement can continue!! The health of our Horn Rapids Home Owners has been improved by Mr. Rew. We understand the importance of his continuing to be able to improve our properties and financial health to the Golf Course.

Marilyn and I are most happy to be living in this well kept and beautiful neighborhood. We take very seriously the appearance, condition, and property values of Horn Rapids. Currently, there remains undeveloped land on which Mr. Rew requests to build his Town Homes. This land is not developed. Part of this land is an ugly unkept RV Parking Lot. Another is an ugly unkept Car Parking Lot. Another part of the property is an old and ugly building in which to house golf carts. Sadly, the landscaping around this undeveloped property at Horn Rapids is terrible, unkept, outdated, and not in line with the rest of the Horn Rapids Home Owners Association. Marilyn and I are tired and frustrated with this undeveloped property that represents an Eye Sore. So, with the request of Mr. Rew to develop this property into 54 Town Homes and beautiful landscaping, Marilyn and I are elated. We voice our support of Mr. Rew to be able to develop this property.

Additionally, Marilyn and I are upset and frustrated to hear that three home owners object to this further development, claiming that the development would affect their view. Well, let me say, their view now represents an old, ugly golf building, dirty, unkept RV Parking Lot, and dirty, unkept Car Parking Lot, not to mention unkept, overgrown evergreen landscaping that looks terrible. Their objection to their view being affected is Hogwash!! Their view now is terrible without the new 54 Town Home development.

I urge the City of Richland to give approval to Mr. Rew of moving forward with building the beautiful 54 Town Home Development as requested. This will help restore and add to the beauty of Horn Rapids. This will help finance and maintain the beautiful Golf Course of Horn Rapids. With the addition of 54 Town Homes, the economic membership health of the Golf Course will be improved. With the further development of 54 Town Homes in Horn Rapids, numerous jobs and positive economic impact will result to the City of Richland. The Property Tax brought in from the 54 Town Homes will gainfully impact the City of Richland with this project. Please allow for this project to occur. And, Please do not allow the self-centeredness of three homeowners currently objecting to this project to overshadow the overwhelming positive impact this development will have to Horn Rapids and the City of Richland.

Thank you again for your prompt attention and support of this project.

Respectfully Yours,

Timothy and Marilyn Lord
2242 Copperleaf St.
Richland, WA 99354

Cc: Mr. Brad Rew

From: [Steve Lorence](#)
To: [Stevens, Mike](#)
Subject: Request to Provide Comments at May 10th Hearing
Date: Monday, April 5, 2021 9:00:23 PM
Attachments: [Notice of Application.pdf](#)

Mike:

This is my official notice that I would like to speak at the May 10th hearing as directed by the attached notice. Please confirm that you have received my request and that I will be able to provide my comments. Thanks.

Steve Lorence
2858 Crosswater Loop
Richland, WA



CITY OF RICHLAND NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING AND OPTIONAL DNS (PUD2021-101 & EA2020-133)

Notice is hereby given that HJBT Properties have filed an application for a 54-unit Planned Unit Development referred to as The Links Residence at Horn Rapids. The site is generally located at 2800 Clubhouse Lane, Richland, WA. The specific location of the proposed development is along the eastern boundary of the 18th hole of Horn Rapids Golf Course and south of the existing pro-shop.

The Richland Hearings Examiner will conduct a virtual public hearing and review of the application at 6:00 p.m., Monday, May 10, 2021. All interested parties are invited to participate in the virtual public hearing by visiting the City of Richland website (www.ci.richland.wa.us).

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

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 Boulevard, MS-35, Richland, WA 99352. Comments may also be emailed to mstevens@ci.richland.wa.us. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Written comments will be allowed to be submitted up to 6:00 p.m., Sunday, May 9, 2021. Written comments received after the cut-off time will not be accepted; however verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration, Title 23 Zoning and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Vicinity Map

Item: Planned Unit Development (Zoning)
Applicant: HJBT Properties
File #: PUD2020-101



From: [Steve Lorence](#)
To: [Stevens, Mike](#)
Cc: [Kintzley, Heather](#); [Lukson, Ryan](#)
Subject: Crosswater Loop Golf Course Views Video
Date: Wednesday, April 21, 2021 7:24:36 PM

Mike Stevens,

Attached is a video of the backyard views of the Crosswater Loop neighborhood that is being impacted by the proposed development of the 54 unit development referred to as the Links Residence at Horn Rapids. The hearing for this development is on Monday, May 10, 2021. I would like you to include this video to the Hearing Officer for his/her consideration. The video shows the current golf course views for the 8 homes that will be impacted by the development. We want the hearing officer to know that the development will take away these views from the current homeowners.

Let me know if you you have any questions.

Thanks for sharing this video with the Hearing Officer.

Steve Lorence
2858 Crosswater Loop

Download Attachment
Available until May 21, 2021

From: [Steve Lorence](#)
To: [Stevens, Mike](#)
Cc: [Carol Libby](#); gailwintczak@yahoo.com; [John and Andrea DeMyer](#); [Michele Stewart](#); [Rick Stewart](#); hunter_2006@msn.com; [Janelle Lorence](#); [Jerry and Louise Peters](#); [Larry Libby](#); mclain180@me.com; [Stew Stone](#); [Lukson, Ryan](#); [Kent, Sandra](#); [Thompson, Bob](#); [Boring, Marianne](#); [Lemley, Phillip](#); [Christensen, Terry](#); [Alvarez, Michael](#); [Kathy Conaway](#); [Kintzley, Heather](#)
Subject: Re: Question On Horn Rapids Golf Course Parking
Date: Sunday, April 25, 2021 7:28:37 PM
Attachments: [image002.png](#)
[PUD2021101_ReferralPacketF \(1\).pdf](#)

Mike:

In reviewing the plans that Brad Rew has submitted, it appears that he will be taking over the city street entrance to the golf course for parking spaces. I asked you back in 2019 about this since we had heard he was going to take the current street property and turn this into parking. You had indicated that he was just going to expand his current parking spaces to the north and encroach on the Prestwick neighborhood. Now it looks like he plans to take over the city streets and turn that into parking. I would like to let the hearing officer know that this is not acceptable. Can you make this part of the comments to the hearing officer for the May 10th hearing please? How can he just take over the public street? What is the city's plan to allow him to take over public property?

Steve Lorence
2858 Crosswater Loop.

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Sent: Tuesday, July 23, 2019 8:00 AM
To: Steve Lorence <stev lorence@hotmail.com>
Subject: RE: Question On Horn Rapids Golf Course Parking

I was told that they were going to expand the parking lot area north of the existing entrance to the clubhouse.



Mike Stevens, Planning Manager
City of Richland Development Services Dept.
625 Swift Blvd. MS#35
Richland, WA 99352
(509)942-7596
www.ci.richland.wa.us/

This e-mail and your response are considered a public record and will be subject to disclosure under Washington's Public Records Act.

From: Steve Lorence [mailto:stev lorence@hotmail.com]

Sent: Monday, July 22, 2019 8:09 PM

To: Stevens, Mike <mstevens@Cl.RICHLAND.WA.US>

Subject: Question On Horn Rapids Golf Course Parking

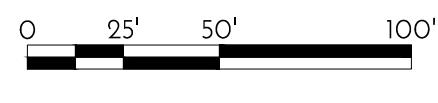
Mr. Stevens:

The Crosswater Loop neighbors were meeting on the Comprehensive Plan Amendment that was submitted by Brad Rew. A question was raised to where he is placing the parking for the golf course. With the amendment to rezone the current parking lot to allow townhomes to be built, that raised the question as to where the golf course customers would park. A few of the neighbors heard Brad explain that his plan is to purchase the current property and street parking in front of his clubhouse and convert this to a parking lot. Do you know if this is in the plans?

Thanks.

Steve Lorence

2858 Crosswater Loop



OVERALL ARCHITECTURAL SITE PLAN
1" = 50'-0"



LOT SIZE TABLE								
LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)
1	4,634	2,890	19	3,480	1,736	37	4,133	2,389
2	3,692	1,948	20	5,222	3,478	38	3,481	1,737
3	3,715	1,971	21	4,301	2,557	39	3,481	1,737
4	4,176	2,432	22	3,874	1,330	40	4,380	2,636
5	4,324	2,580	23	3,874	1,330	41	4,882	3,138
6	4,084	2,340	24	4,414	2,670	42	4,973	3,229
7	4,185	2,441	25	5,088	3,344	43	5,357	3,613
8	5,045	3,301	26	4,281	2,537	44	4,621	2,877
9	6,565	4,821	27	4,244	2,500	45	4,308	2,564
10	4,037	2,293	28	5,026	3,282	46	4,679	2,935
11	4,037	2,293	29	4,345	2,601	47	4,449	2,705
12	5,768	4,024	30	3,480	1,736	48	4,041	2,297
13	4,415	2,671	31	3,480	1,736	49	4,538	2,794
14	3,480 *	1,736	32	3,972	2,228	50	8,814 **	7,070
15	3,480 *	1,736	33	3,977	2,233	51	4,678	2,934
16	4,133	2,389	34	3,481	1,737	52	5,171	3,427
17	4,133	2,389	35	3,481	1,737	53	3,631	1,887
18	3,480 *	1,736	36	4,133	2,389	54	4,087	2,343

NOTES: * DENOTES SMALLEST LOT SIZE **DENOTES LARGEST LOT SIZE LOT SIZE AVERAGE = 4,356 SQ FT

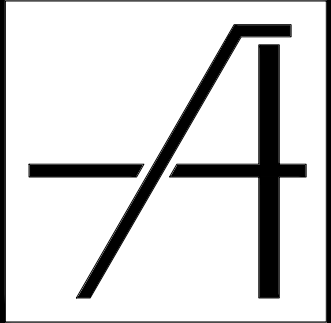
SITE ACREAGE & DENSITY

- TOTAL RESIDENTIAL SITE ACREAGE: 316,871 SQ FT (7.27 ACRES)
- TOTAL NUMBER OF DWELLING UNITS PROPOSED: 54
- PROPOSED DWELLING UNIT DENSITY: 54/7.27 ACRES = 7.43 DWELLING UNITS PER ACRE, ALSO SEE KEY NOTE 10.
- DWELLING UNIT DENSITY OF ADJACENT SUBDIVISIONS: 65,830 SQ FT (1.51 ACRES) 8 DWELLING UNITS / 1.51 ACRES = 5.30 DWELLING UNITS PER ACRE.

KEYED NOTES

- 24'-0" WIDE PRIVATE DRIVE
- 20'-0" DEEP RESIDENTIAL DRIVEWAY, TYPICAL
- RESIDENTIAL GUEST PARKING, 19' x 9' PARKING SPACES
- NEW 10'-0" WIDE ELECTRICAL EASEMENT
- EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 52' OUTSIDE AND 32' INSIDE
- 5'-0" WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARDS
- NEW 20'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
- 24'-0" MINIMUM TWO-WAY DRIVEWAY
- GOLF CLUB HOUSE PARKING, 19' x 9' PARKING SPACES
- NEW RESIDENTIAL TOWN HOME
MAXIMUM LOT COVERAGE = 50%
TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"
MINIMUM FRONT YARD SETBACK = 18'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 6'-0"
MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE, ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
- 59' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
- HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-52 AND INTERNATIONAL BUILDING CODE

LANDSCAPED AREA



ARCHIBALD & CO.
ARCHITECTS, P.S.
660 Symons Street
Richland WA 99354

p: 509. 946. 4189
f: 509. 943. 1796

www.archibald.design

P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

OVERALL ARCHITECTURAL
SITE PLAN

CAD FILE:
4018A0001_SP.dwg

DESIGNED: JMA/KAS

DRAWN: KAS

CHECKED:

DATE: 2020.Dec.18

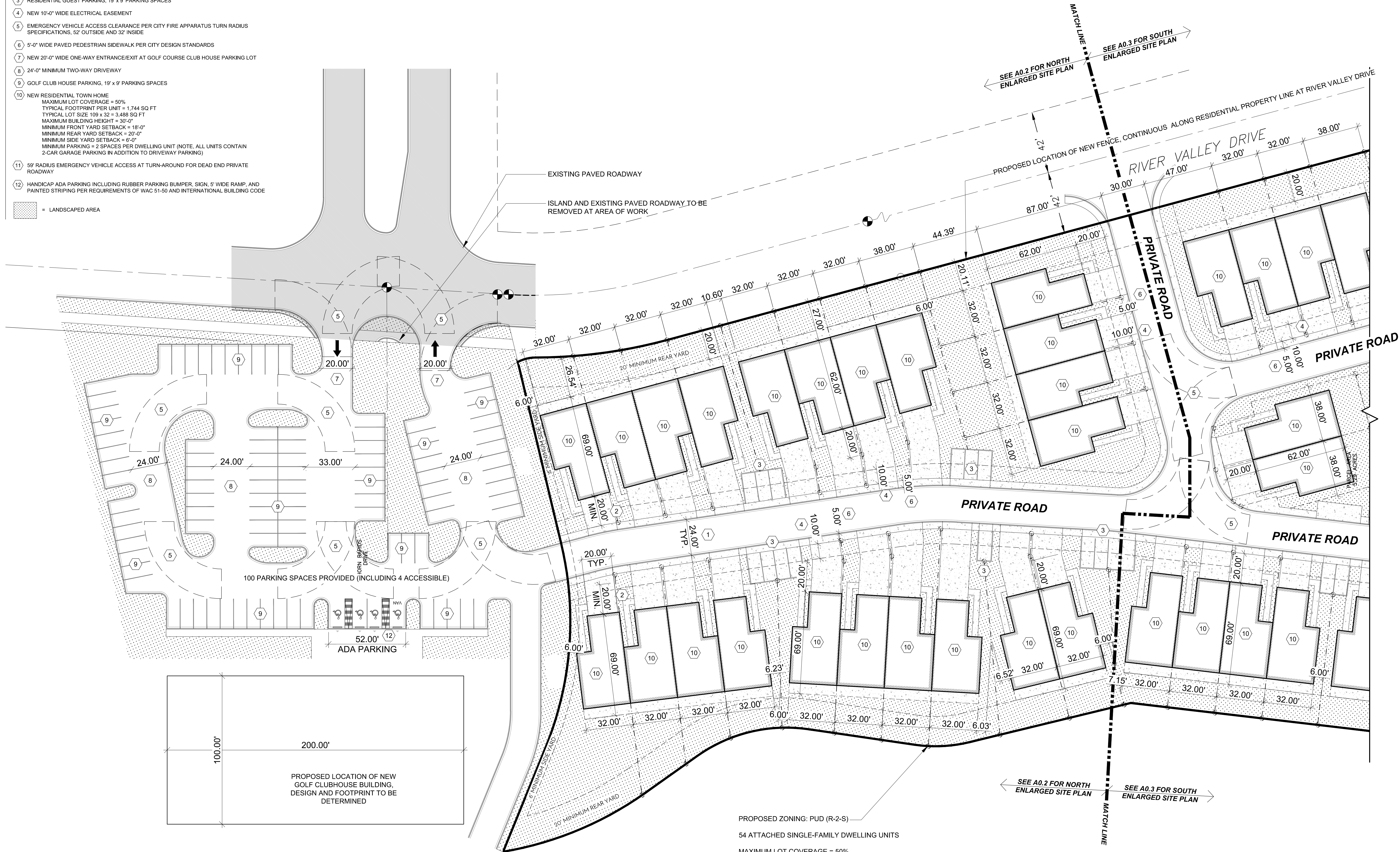
REVISION:

DRAWING:
A0.1

KEYED NOTES

- 1 24'-0" WIDE PRIVATE DRIVE
2 20'-0" DEEP RESIDENTIAL DRIVEWAY, TYPICAL
3 RESIDENTIAL GUEST PARKING, 19' x 9' PARKING SPACES
4 NEW 10'-0" WIDE ELECTRICAL EASEMENT
5 EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 52' OUTSIDE AND 32' INSIDE
6 5'-0" WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARDS
7 NEW 20'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
8 24'-0" MINIMUM TWO-WAY DRIVEWAY
9 GOLF CLUB HOUSE PARKING, 19' x 9' PARKING SPACES
10 NEW RESIDENTIAL TOWN HOME
MAXIMUM LOT COVERAGE = 50%
TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"
MINIMUM FRONT YARD SETBACK = 18'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 6'-0"
MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE, ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
11 59' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
12 HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-50 AND INTERNATIONAL BUILDING CODE

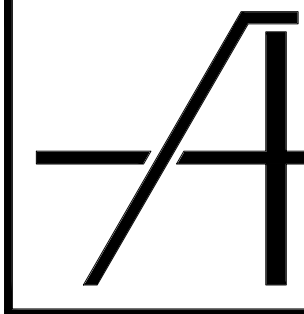
LANDSCAPED AREA



ENLARGED SITE PLAN - NORTH
1" = 30'-0"



PROPOSED ZONING: PUD (R-2-S)
54 ATTACHED SINGLE-FAMILY DWELLING UNITS
MAXIMUM LOT COVERAGE = 50%
FOOTPRINT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"



ARCHIBALD & CO.
ARCHITECTS, P.S.
660 Symons Street
Richland WA 99354
p: 509. 946. 4189
f: 509. 943. 1796
www.archibald.design

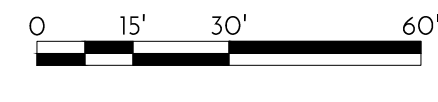
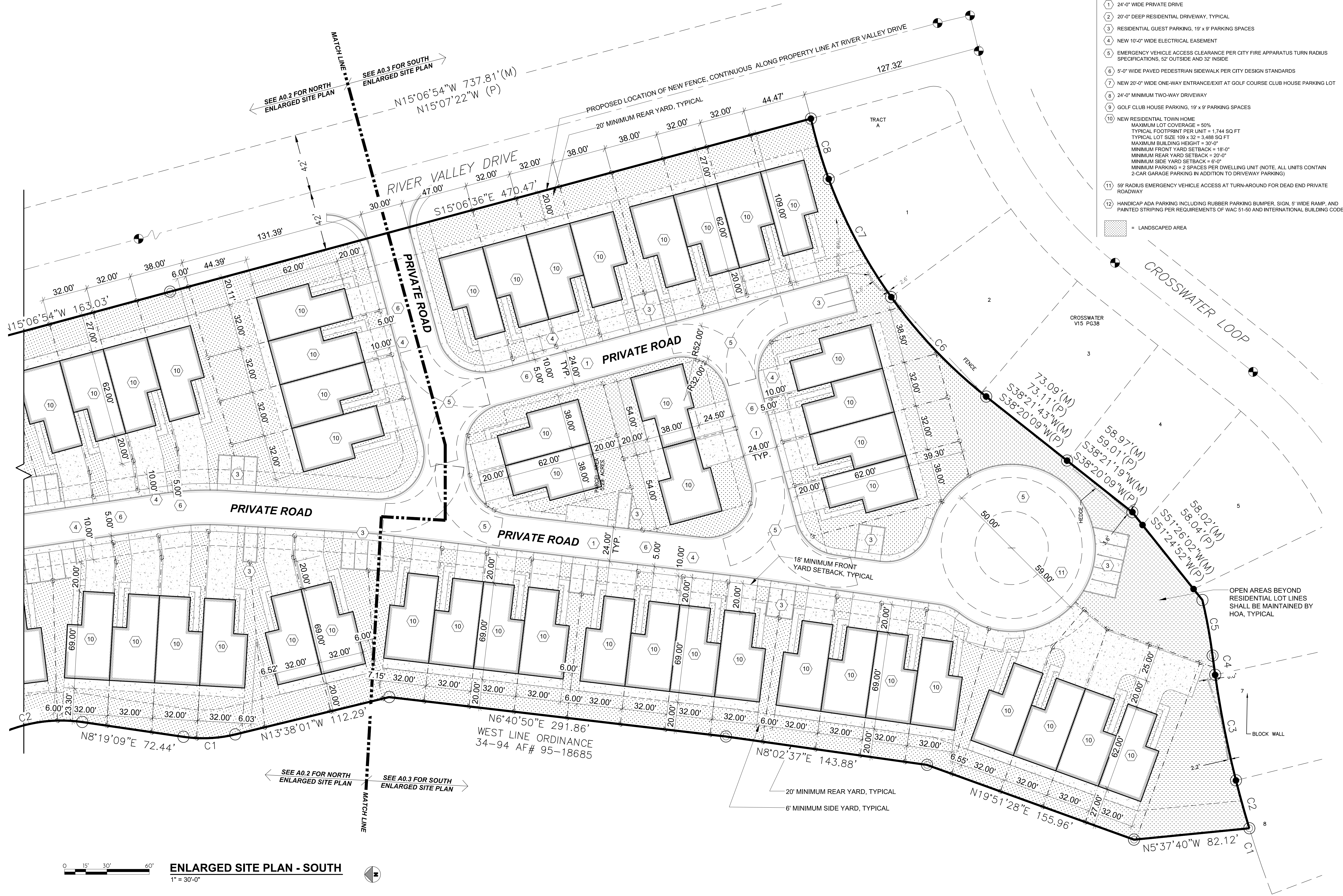
P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

ENLARGED SITE PLAN -
NORTH

CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020.Dec.17
REVISION:

DRAWING:
A0.2

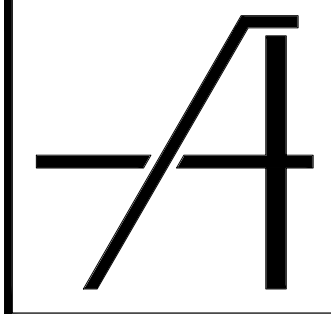


ENLARGED SITE PLAN - SOUTH
1" = 30'-0"

KEYED NOTES

- 24'-0" WIDE PRIVATE DRIVE
- 20'-0" DEEP RESIDENTIAL DRIVEWAY, TYPICAL
- RESIDENTIAL GUEST PARKING, 19' x 9' PARKING SPACES
- NEW 10'-0" WIDE ELECTRICAL EASEMENT
- EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 52' OUTSIDE AND 32' INSIDE
- 5'-0" WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARDS
- NEW 20'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
- 24'-0" MINIMUM TWO-WAY DRIVEWAY
- GOLF CLUB HOUSE PARKING, 19' x 9' PARKING SPACES
- NEW RESIDENTIAL TOWN HOME
MAXIMUM LOT COVERAGE = 50%
TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"
MINIMUM FRONT YARD SETBACK = 18'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 6'-0"
MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE, ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
- 50' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
- HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-50 AND INTERNATIONAL BUILDING CODE

LANDSCAPED AREA



ARCHIBALD & CO.
ARCHITECTS, P.S.
660 Symons Street
Richland WA 99354
p: 509.946.4189
f: 509.943.1796
www.archibald.design

P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

ENLARGED SITE PLAN - SOUTH

CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020-Dec-17
REVISION:

DRAWING:
A0.3



Curve Table			
CURVE	LENGTH	RADIUS	DELTA
C1	36.97	96.50	21°57'10"
C2	78.90	103.50	43°40'38"
C3	104.28	231.61	25°47'51"
C4	139.97	225.50	35°33'51"
C5	12.34	25.00	28°16'18"
C6	89.90	342.00	15°03'38"

Curve Table						
CURVE	LENGTH(M)	RADIUS	DELTA	CH. BRNG.	CHORD	LENGTH(P)
C1	28.80	722.00	2°17'09"	S71°52'50"W	28.80	
C2	35.22	722.00	2°47'42"	S74°25'16"W	35.22	
C3	76.27	722.00	6°03'10"	S78°50'42"W	76.24	76.28'
C4	13.78	722.00	1°05'38"	S82°25'06"W	13.78	13.78'
C5	40.01	388.00	5°54'30"	N79°37'37"E	39.99	40.02'
C6	97.77	350.00	16°00'16"	S46°21'17"W	97.45	97.82'
C7	95.02	350.00	15°33'18"	S62°05'27"W	94.73	94.78'
C8	44.63	350.00	7°18'24"	S73°36'07"W	44.60	44.77'

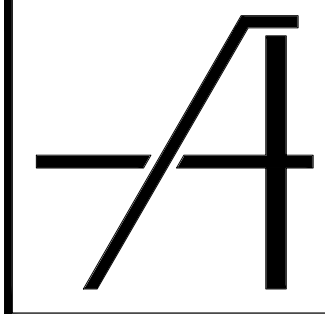


PHASING SITE PLAN
1" = 50'-0"



LEGEND

- PHASE 1 TOWN HOMES
- PHASE 2 TOWN HOMES
- PHASE 3 GOLF COURSE CLUB HOUSE
- PHASE 4 TOWN HOMES



ARCHIBALD & CO.
ARCHITECTS, P.S.
660 Symons Street
Richland WA 99354
p: 509 . 946 . 4189
f: 509 . 943 . 1796
www.archibald.design

P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

PHASING SITE PLAN

CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020.Dec.17
REVISION:

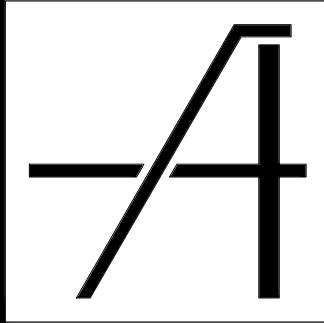
DRAWING:
A0.4

TOPOGRAPHIC SURVEY

PORTION OF HORN RAPIDS GOLF COURSE PROPERTY
SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY WASHINGTON.

SURVEYOR'S NOTES:

- 1. BASIS OF BEARING IS GRID, WASHINGTON STATE PLANE, SOUTH ZONE, NAD83(11), BASED ON GPS OBSERVATIONS. DISTANCES ARE "GROUND" SCALED FROM GRID USING A COMBINED FACTOR OF 0.99990897 (1.000091038).
- 2. VERTICAL DATUM IS NAVD88, BASED ON UPON GPS STATIC OBSERVATION PROCESSED USING NATIONAL GEODETIC SURVEY ONLINE POSITIONAL USER SERVICE (OPUS) & CONFIRMED BY FIELD TIES TO CITY OF RICHLAND CONTROL NETWORK.
- 3. CONTOURS ARE DERIVED FROM DIRECT FIELD OBSERVATIONS. CONTOUR INTERVAL IS 1.0 FEET.
- 4. ● = DENOTES FOUND 1 1/2" BRASS CAP IN MONUMENT CASE.
- 5. = INDICATES SPOT ELEVATION.
- 6. EQUIPMENT AND PROCEDURES: THIS SURVEY WAS PERFORMED WITH A TRIMBLE R8-4 GPS SYSTEM UTILIZING REAL TIME KINEMATIC METHODS. STATE PLANE COORDINATES WERE ESTABLISHED FROM STATIC OBSERVATIONS. GPS OBSERVATIONS WERE PROCESSED USING OPUS. TOPOGRAPHICAL POINTS WERE CREATED USING A LEICA M560 TOTAL STATION.
- 7. UNDERGROUND UTILITIES SHOWN HEREON ARE FROM UNDERGROUND UTILITY LOCATE MARKS PROVIDED BY OTHERS AND ASSUMPTIONS BETWEEN ABOVE GROUND STRUCTURES.
- 8. THIS IS NOT A BOUNDARY SURVEY. NO ATTEMPT WAS MADE TO DETERMINE LOCATION OF PROPERTY BOUNDARIES, STREET RIGHTS OF WAY, OR EXISTING EASEMENTS.
- 9. THIS SURVEY IS A COMPILATION OF FIELD WORK PERFORMED MAY 2019, SEPTEMBER 2020, AND DECEMBER 2020.



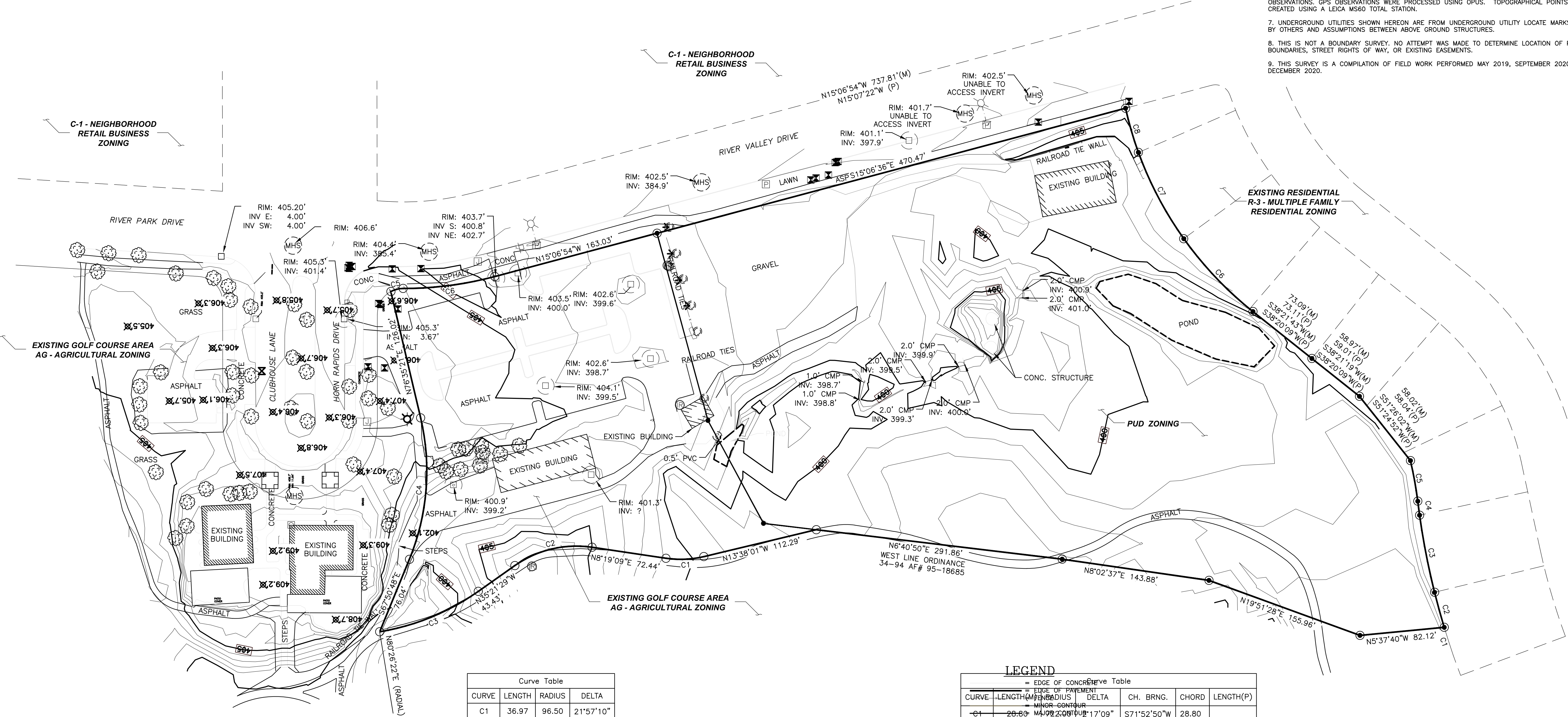
ARCHIBALD & CO.
ARCHITECTS, P.S.
660 Symons Street
Richland WA 99354
p: 509.946.4189
f: 509.943.1796
www.archibald.design

P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

EXISTING SURVEY AND
TOPOGRAPHY

CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020.Dec.17
REVISION:
DRAWING:
V0.1

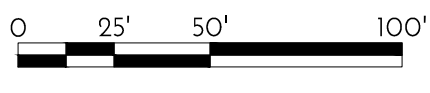


Curve Table			
CURVE	LENGTH	RADIUS	DELTA
C1	36.97	96.50	21°57'10"
C2	78.90	103.50	43°40'38"
C3	104.28	231.61	25°47'51"
C4	139.97	225.50	35°33'51"
C5	12.34	25.00	28°16'18"
C6	89.90	342.00	15°03'38"

LEGEND					
—	EDGE OF CONCRETE				
—	EDGE OF PAVEMENT				
—	MINOR CONTOUR				
—	MAJOR CONTOUR				
—	LAND				
—	SEWER				
—	GAS				
—	CATCH BASIN				
—	FIRE HYDRANT				
—	WATER VALVE				
—	JACKBOX				
—	IRRIGATION BOX				
—	ELECTRICAL PANEL				
—	PHONE PEDESTAL				
—	SEWER CLEAN OUT				
—	TRANSFORMER				
—	LIGHT POLE				

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

CLIENT	GALE REW CONSTRUCTION	JOB	28620
PROJECT	TOPOGRAPHIC SURVEY	PTN SEC 28, T.10N., R.28E., W.M.	
DRN. BY	ALM	SCALE	1"= 60'
APPROVED	DPB	DATE	12/7/20
F. B. NO.	BK R61	ACAD VER	- C3D19
FILE:	38620.DWG	SHEET	1 OF 1



EXISTING SURVEY & TOPOGRAPHY
1" = 50'-0"



From: [Craig MacDonald](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids townhomes
Date: Tuesday, April 20, 2021 5:15:10 PM

I support the construction of subject townhomes on the Horn Rapids golf course property. Revenue stream from the townhomes will enable the funding of much needed capital improvements to the golf course and keep it viable. A viable golf course is critical to Horn Rapids homes maiming their value.

Thank you

Sent from my iPhone

Craig

From: [Tony Maki](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Townhomes
Date: Tuesday, April 20, 2021 3:36:30 PM

I fully support the building of the 54 townhomes being built at Horn Rapids Golf Course. They will enhance the beauty of the area, allow the golf course to continue to improve and bring new residents to Richland.

Having been born and raised in Richland, the success of Horn Rapids Golf Course is critical to the success of Richland and the whole Tri-Cities.

Please approve the development.

Respectfully submitted — Tony Maki

From: [Mark Marinaro](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Golf Course Townhome Project
Date: Wednesday, April 21, 2021 7:17:22 AM

To whom it concerns,

We are strong supporters of Mr. Rew's vision for his golf course. We are eager for the new improvements and new amenities to be completed. When he purchased the golf course he was up front with the community expressing that the townhouse project was integral to the overall development vision and funding strategy to make it all happen. We live here and are eager to see his vision completed! The townhouses will be another nice new addition, as has Grayhawk, Wild Canyon, Quail Ridge, and soon Crystal Springs.

Sincerely,

Mark and Penny Marinaro. 2655 Grayhawk Loop Horn Rapids
Golf Course Community. 509-371-9577.

Sent from [Mail](#) for Windows 10

From: [Terrie Marshall](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Golf Course Townhomes project
Date: Tuesday, April 20, 2021 8:16:14 PM

I am Not in favor of the Horn Rapids Golf Course Townhome project as the plans are now. They are infringing too much on existing homeowners on Crosswater Loop who bought Golf course view lots and are now losing their entire views. Mr. Rew has not even tried to have a meeting to work with these neighbors on a compromise. If Mr. Rew would rework his plans to not infringe on our neighbors and community, then we could support some townhomes on his property.

Thank you,
Terrie Marshall

From: [William McCaffrey](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes.
Date: Saturday, April 24, 2021 1:38:02 PM

We support the building of town homes proposed to replace the cart shed adjacent to the Horn Rapids Admin Building..

Bill and Sandy McCaffrey
3258 Wild canyon Way
Horn Rapids

From: [Robert McMinn](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids
Date: Tuesday, April 20, 2021 7:26:42 PM

I'm writing this email to voice My support for the townhouses Brad Rew has planned for Horn Rapids. They will be a great addition to our community.

From: [Eric Mendenhall](#)
To: [Stevens, Mike](#)
Cc: [Roscoe Slade](#)
Subject: RE: Email 1 of 3 PUD2021-101 The Links Residence at Horn Rapids PUD
Date: Monday, March 29, 2021 1:52:15 PM
Attachments: [image001.png](#)

Mike,

So, this project was included in the original SEPA review and determination? If it was, why is the City reviewing the SEPA again? I would presume that it is because it either wasn't included in the original review or is increasing density, traffic and other impacts. Since the SEPA checklist provided doesn't reference to the prior SEPA determination it is impacts, I can only presume it wasn't contemplated in the Horn Rapids Planned Development. The City of West Richland is interested in the impacts associated with traffic heading our way and our roadways. We would like to request a TIA be provided to show impacts within the COWR intersections for this new project so we can provide informed comments.

Thank you,

Eric Mendenhall
Community Development Director

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Sent: Monday, March 29, 2021 1:25 PM
To: Eric Mendenhall <emendenhall@westrichland.org>
Subject: RE: Email 1 of 3 PUD2021-101 The Links Residence at Horn Rapids PUD

They weren't required to submit one given its location within the existing Horn Rapids development and the prior environmental work that was done years ago when Horn Rapids was originally approved and developed.

From: Eric Mendenhall <emendenhall@westrichland.org>
Sent: Monday, March 29, 2021 1:19 PM
To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Subject: RE: Email 1 of 3 PUD2021-101 The Links Residence at Horn Rapids PUD

Mike,

I didn't see a transportation impact analysis study included. Can you please forward over too.

Thanks,

Eric Mendenhall
Community Development Director

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Sent: Monday, March 29, 2021 11:40 AM

To: Anthony Muai <anthony.muai@ci.kennewick.wa.us>; Anthony Von Moos <anthony.vonmoos@co.benton.wa.us>; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Blaine Broberg, KID <bbroberg@kid.org>; Boring, Michael <MBoring@CI.RICHLAND.WA.US>; Boshart, Thomas <tboshart@CI.RICHLAND.WA.US>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Catherine Dickson <catherinedickson@ctuir.org>; Clark Posey <clark.posey@co.benton.wa.us>; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; Darrick Dietrich <darrick@basindisposal.com>; Deanna Davis <d.davis@bces.wa.gov>; Deborah Rodgers <dxrodgers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Florinda Coleman <florinda.coleman@co.benton.wa.us>; Ghbein, Briana <bghbein@ci.richland.wa.us>; Greg McCormick <gregory.mccormick@ci.kennewick.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Gregory Goodwin, Ziply <gregory.goodwin@ziply.com>; Gwen Clear <gcle461@ecy.wa.gov>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; USPS Ina N. Beutler <ina.n.beutler@usps.gov>; Jason McShane <jmcshane@kid.org>; Jennings, Tyler <tjennings@CI.RICHLAND.WA.US>; Jerrod Macpherson <Jerrod.Macpherson@co.benton.wa.us>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; Joseph Cichy, Ziply <joseph.cichy@ziply.com>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; Lopez, Brandin <blopez@CI.RICHLAND.WA.US>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Pasco99301 <99301PascoWA-Postmaster@usps.gov>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Reathafor, Jason <JReathafor@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Rick Dawson <rickd@bfhd.wa.gov>; Rob Rodger <rob.rodger@bentoncleanair.org>; Robin Priddy <robin.priddy@bentoncleanair.org>; Sarah Gates <s.gates@bces.wa.gov>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth DeFoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; T.S. "Max" Platts <PlattsT@wsdot.wa.gov>; WA Dept of Fish & Wildlife <lopezlal@dfw.wa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; West, Julie <jwest@ci.richland.wa.us>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; William Simpson <william.simpson@commerce.wa.gov>

Subject: Email 1 of 3 PUD2021-101 The Links Residence at Horn Rapids PUD

Attention:

Attached to this and the following 2 emails you will find the Notice of Application, SEPA Checklist and related information for a proposed Planned Unit Development within the City of Richland named "The Links Residence at Horn Rapids PUD". The City of Richland is utilizing the Optional DNS Process outlined in WAC 192-11-355. As a result, this may be your only opportunity to comment on the environmental impacts of the proposed development. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Written comments will be allowed to be submitted up to 6:00 p.m., Sunday, May 9, 2021. Written comments received after the cut-off time will not be accepted; however verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).



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

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

This is an external email and did not originate from the City of West Richland's email system.

This is an external email and did not originate from the City of West Richland's email system.

From: [Mickey Meyer](#)
To: [Stevens, Mike](#)
Subject: Regarding request for approval of 54 new townhouses
Date: Wednesday, April 21, 2021 4:24:04 PM

I am in total agreement of these 54 new townhomes by Brad Rew in Horn Rapids.

Thank you,
Mickey Meyer
Horn Rapids

Sent from my iPhone

From: [Rd 46](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids condominium and new golf course clubhouse and parking expansion
Date: Thursday, April 22, 2021 12:59:28 PM

Mr Stevens

I am writing to you because I have been made aware of future development in Horn Rapids that will severely impact my quality of life as I live less than a tenth of a mile from Clubhouse Lane in Horn Rapids!! Hence;

I am opposed to any development in Horn Rapids that will increase traffic and noise from traffic. My neighborhood already has traffic noise from SR 240. The traffic light at Kingsgate Way and SR 240 is a major contribution to traffic congestion and noise. A free right turn onto SR 240 is no longer permitted making congestion worse. The congestion and noise will only get worse with the apartments north and west of the new Shell gas station on Kingsgate Way Hence the proposed development will negatively affect the current deterioration in quality of life in Horn Rapids. By substantially increasing traffic and noise associated with the traffic. A 52 unit condo and 100 space parking lot has the potential to increase traffic to Hanford rush hour levels in a residential neighborhood. Already choking from increased traffic. Again I am opposed to these future development projects!

**Sincerely,
RD Meyers
Prestwick Dr resident**

Changes and Details Affecting Homeowners

- The 52 units actually extends beyond the originally planned 2 homes in back of Crosswater to the 8th house on that street.
- The development includes a road and a roundabout. The 52 units are on both sides of the road and the roundabout ends where it will be visible to owners on Crosswater, Sawgrass, Troon, and potentially anyone whose house backs towards the driving range.
- The roundabout will add noise and lights in the middle of a residential area
- The parking lot is 100 spaces backing right up to the end of Prestwick. A parking lot of this size will result in increased noise and disruption. If there are events of tournaments, all of that traffic will go into that parking lot, potentially into the night for events.
- There is nothing to stop the owner from developing more of the golf course property.
- There is an expectation that the condo owners will be part of the Horn Rapids HOA, meaning they will have access to the pool and other amenities.

From: [Vickie Moon](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Tuesday, April 20, 2021 5:12:21 PM

We would vote NO to the town homes. The actual Horn Rapids community is not done filling up yet either. Lots more homes are going to be built.

The traffic is already getting worse because of the frozen food trucks and the amount of trains going through now. One day traffic was backed up between our Horn Rapids and the Michelles because of the train...we thought there had been an accident it took so long to get to the bypass highway.

Also the apartment buildings, across the road from Horn Rapids, are not rented yet and that alone will add to the traffic....Has anyone thought about that???

Don't forget all the Hanford workers as well.

What will it take, an elderly homeowner that NEEDS to get to the hospital and they die, because of the traffic jams and trains?

Until the road gets more lanes and there is an overpass for the train....no more people using the road.

Victoria Moon
Horn Rapids home owner.

From: [Thomas Morris](#)
To: [Stevens, Mike](#)
Subject: Townhomes at Horn Rapids
Date: Sunday, April 25, 2021 6:52:10 PM

To Whom It May Concern,

As a resident of Horn Rapids and as an avid golfer (though I golf more at other courses around the TriCities than I do at Horn Rapids) I support the proposed construction of the townhomes adjacent to the 18 hole at Horn Rapids Golf Course. I support this action for several reasons:

- 1- Improving the golf course will have an overall effect of improving our community. Although a few home owners will lose a portion of their view, the improvements to the course promised and allowed from the profits of the townhomes will increase the livability and value of our neighborhoods and community.
- 2- As an avid golfer, I am aware that the TriCities is in need of at least another quality golf course for the public to use. Currently, decent-quality public courses in the area (i.e. Columbia Point, Canyon Lakes, and Sun Willows) are very crowded in my opinion. Often it is hard to get a tee time without scheduling many days in advance.
- 3- Brad Rew has publicly stated that he will invest in the golf course with profits from townhome sales. If he does as he has stated, our community as well as the citizens of the TriCities will benefit greatly.

Thank you for your time and consideration.
Tom Morris

Thomas H. Morris
3081 Deserthawk Loop
Richland, WA 99354
(801) 319-8961
Professor of Geology, BYU - Retired 2018

"Be humble enough to realize that your greatest held convictions may be wrong." ... Henry B. Eyring

From: [Kippy Myers](#)
To: [Stevens, Mike](#)
Subject: New Townhouses in Horn Rapids
Date: Wednesday, April 21, 2021 8:03:04 AM

Hi! We wanted to send a quick email showing my support for the new townhouses that are planned near the golf course in the Horn Rapids community. We have lived here for three years and love this little community and the mixture of homes, condos, "patio homes, and now new townhomes. Many of the people that move here do so because it is a golf course community and we realize that without the golf course our homes' values would depreciate. Brad Rew has been extremely open about his plans for the golf course and that these townhouses are needed for more revenue to put back into the golf course. I have know Brad for many years and I know that he has his heart and soul into making Horn Rapids into a destination golf course along with making a better place for all of us here. Other developers would have just gone ahead and done whatever they wanted without trying to work with the neighbours. Brad is not that guy! He has been open, honest, willing to work with everyone so that he makes it great for all!

Please say yes to the zoning needed for the townhomes! I know the majority of the folks here want them based on the conversations on the Next Door Neighbor app. Unfortunately there will always be nay sayers but they are very much in the minority around here.

Thank you very much!!

Kippy and Greg Myers

From: [Mike Neidhold](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Townhouses
Date: Tuesday, April 20, 2021 2:02:52 PM
Attachments: [image001.png](#)

Good afternoon. I'm writing in support of the townhouses that are being planned at the Horn Rapids Golf Course. These townhomes are much needed not only for the golf course but for the city of Richland. As you are well aware there is a shortage of housing in the Tri City area, this new construction will help alleviate that problem somewhat. The new construction will also benefit the city by making the Horn Rapids Golf Course a destination golf course, bringing much needed revenue to the city as well.

After years of neglect, Horn Rapids ownership has a vision. New owners have the energy and foresight to make Horn Rapids reach its full potential. The existing land where the new townhomes are to be built is an eyesore to the community, sitting vacant and unattended for over 15 years. It's time to change that and bring the land up to its full potential and reinvest that capital back into our community.

Sincerely,

Mike Neidhold
Head Football Coach
Richland High School
"It's Time To Go To Work"



----- NOTICE OF PUBLIC DISCLOSURE:
This Richland School District e-mail account is public domain. Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

From: [Steve Neill](#)
To: [Stevens, Mike](#)
Subject: New Townhomes in Horn Rapids
Date: Wednesday, April 21, 2021 5:59:01 AM

I am in full support of Brad Rew building town homes in Horn Rapids. This process has dragged on way too long. Complaints by homeowners who should have been aware what the land was zoned for has held this up far too long. Another complaint has come from a competitive home builder Pahlisch (who runs Horn Rapids HOA) is nothing more than suppressing our community so Pahlisch can sale more homes.

The vast majority of this community is in full support of the town homes. It is past time for the city to give its approval of this project.

As a life long member of this community & retired principal of Richland High School, I feel Horn Rapids area needs this project.

Sent from my iPhone

From: [Ron Nelson](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Home Build
Date: Tuesday, April 20, 2021 1:34:43 PM

.As an avid golfer for many years at Horn Rapids, the 54 Town Home build by Brad Rew is an outstanding idea. Not only improves the Horn Rapids community but eliminates eyesore areas around the course. I am in total support of the added residency and continued improving of the golf course perimeter and aesthetics.

Thank you,
Ron Nelson
509-438-1201

Sent from my iPad

From: [steve norton](#)
To: [steveconaway@charter.net](#); "Aftanas, Barbara"; "Albro, Pat"; "Anderson, Rick"; "Brausen, Pat"; "Burton, Julie"; "CMMD Properties"; "Conaway, Kathy"; "Deobald, Barbara"; "Drane, Gordon"; "Eckenberg, Kay"; "Ensign, Rachel & Patricia"; "Forsythe, Don"; "Goodman, Ben"; "Griffin, Eileen"; "Hart, Dan & Dana"; "Hobbick, Della"; "K Goodman"; "Kinker, Ron & Patsy"; "Lachman, Harold"; "Lan, Jay & Li-Chuan"; "Laurino, Dr. James"; "Ledford, Cliff"; "Manolopolulos, Chris"; "Manolopolulos, Connie"; "Meyer, Pat"; "Meyers, Robert"; "Mortensen, Rod & Laura"; "Mosley, Jon"; "Murphy, Nancy"; "Neumayer, David & Karen"; "Newman, David"; "Ralston, Maurice"; "Ramos, Phyllis"; "Ray, Jonathon S."; "Rhodes, Virginia (Ginger)"; "Rushman, Michael J."; "Saltz, Scott"; "Santeford, Jack & Linda"; "Schmidt, Michael"; "Sweet, James & Jan"; "Thomas, Judy M."; "Thompson, LeAnna"; "Van Derley, Lisa"; "Weier, Carrie Ann"; "Willson, Chris"; "Wyborny, Bruce & Janet"
Cc: [Stevens, Mike](#)
Subject: Re: New Condos and the golf course
Date: Thursday, April 22, 2021 8:38:04 PM

Hello all. First, I'd like to be clear that I completely understand and respect Steve's position and anyone else who holds similar views. We each have a right to our opinions and beliefs and for those opinions to be heard.

I'd like to offer a different perspective of the condo/golf course development for you to consider. I'm not trying to convince you my opinion is "the right" opinion, it's just a different one.

I attended and participated in all the informational meetings the new golf course owner (Brad Rew) held 2 years ago (or whenever that was, hard to measure time these days!). The condos, new club house, moving the golf course parking lot, potential improvements to the driving range, etc., were all discussed. There is nothing new that hasn't already been presented.

I was born and raised in Richland. That was when "South Richland" was still north of the Yakima River and nobody locked their doors. Yes, the Tri-Cities has grown tremendously over the past 60 years and it will grow even more over the next 60 years. While we may sometimes want to stop "progress" in it's tracks and keep everything the same for the next 60 years, that's probably not going to happen. All the area east of the new roundabout is destined for building. Building continues on the west edge of Horn Rapids and hundreds, if not thousands, of new units will be built over the years. That's just the way it is and yearning for the 1960's again won't change it.

We live in a golf course community. The quality and desirability of the golf course affects the value and desirability of our homes directly. Depending on what sources you choose to use, there are about 20% less golfers now than in 2003 and the number of golf courses closing or going bankrupt each year is more than the number of new courses being developed. When a golf course goes belly up the associated home values typically drop by 25% - 40%. The original course owner took most of the revenue out of the business and put very little back into the course (golfers here know this). The course was heading downhill, and play was declining. Not hard to imagine the outcome of 5-10 more years of that. He'd had it for sale for many years but of course there were no buyers because golf courses generally aren't a good investment.

The new owner was very upfront with us at those early information meetings. The only way this golf course could be a sound investment (by anyone) was by rezoning that small (several acre) parcel by the cart barn and developing it. Without that, there would be no reason (for anyone) to buy this golf course. Developing the condos is what made the investment worthwhile, and the only way to provide the cashflow needed to save this course from the inevitable demise it was heading for. Golfers know that the courses owned by casinos are typically some of the finest courses around. That's because the casino business subsidizes the course. Without that extra source of income, the course couldn't put the resources into itself to become or stay a nice course.

I am completely and unequivocally in support of building the condos and everything that goes with that effort. I want our golf course community to thrive, and that development will provide the necessary lifeblood. Without it, the course will be sold again (for pennies on the dollar) and it will get back onto the cow pasture trajectory it was just a few years ago. I don't want to live on a cow pasture and I certainly don't want to try and sell my house when it is in the middle of one.

Thanks for reading this and take care.

Steve Norton

Prestwick Homeowner for ~20 years

From: steveconaway@charter.net <steveconaway@charter.net>

Sent: Wednesday, April 21, 2021 3:57 PM

To: 'Aftanas, Barbara' <baftanas@gmail.com>; 'Albro, Pat' <palbro22@frontier.com>; 'Anderson, Rick' <andertam@icloud.com>; 'Brausen, Pat' <pdrausen@charter.com>; 'Burton, Julie' <janorthwest1@gmail.com>; 'CMMD Properties' <craig@chuntington.com>; 'Conaway, Kathy' <kateconaway@charter.net>; 'Conaway, Steve' <steveconaway@charter.net>; 'Deobald, Barbara' <btdeobald@gmail.com>; 'Drane, Gordon' <gordondrane@umpquabank.com>; 'Eckenberg, Kay' <jm.eckenberg@efarms.com>; 'Ensign, Rachel & Patricia' <ensignrachel@gmail.com>; 'Forsythe, Don' <forsythe.a@gmail.com>; 'Goodman, Ben' <versatileprop@aol.com>; 'Griffin, Eileen' <elois2837@gmail.com>; 'Hart, Dan & Dana' <dndhart84@gmail.com>; 'Hobbick, Della' <dhobbick@frontier.com>; 'K Goodman' <kathnelijah@yahoo.com>; 'Kinker, Ron & Patsy' <pskinker@hotmail.com>; 'Lachman, Harold' <hplach1938@gmail.com>; 'Lan, Jay & Li-Chuan' <jayshyonglan@gmail.com>; 'Laurino, Dr. James' <james_laurino@yahoo.com>; 'Ledford, Cliff' <ledfordtroy@yahoo.com>; 'Manolopolulos, Chris' <cmano@rcsothebysrealty.com>; 'Manolopolulos, Connie' <conniemano@gmail.com>; 'Meyer, Pat' <info@athomenotaryclasses.com>; 'Meyers, Robert' <rd.meyers.46@icloud.com>; 'Mortensen, Rod & Laura' <rod.mortensen22@gmail.com>; 'Mosley, Jon' <mslejohn@gmail.com>; 'Murphy, Nancy' <murphyna@frontier.com>; 'Neumayer, David & Karen' <neumayer3@charter.net>; 'Newman, David' <danman728@yahoo.com>; 'Norton, Steve & Denise' <golfisme@hotmail.com>; 'Ralston, Maurice' <mavaralston1939@gmail.com>; 'Ramos, Phyllis' <pramos1@aol.com>; 'Ray, Jonathon S.'

<jsr40986@gmail.com>; 'Rhodes, Virginia (Ginger)' <ginarhoad@gmail.com>; 'Rushman, Michael J.' <rushman_m@yahoo.com>; 'Saltz, Scott' <coachscott101@icloud.com>; 'Santeford, Jack & Linda' <easymoney@seanet.com>; 'Schmidt, Michael' <mr_aj_schmidt@msn.com>; 'Sweet, James & Jan' <sweeterdreams@frontior.com>; 'Thomas, Judy M.' <thomasjdth@yahoo.com>; 'Thompson, LeAnna' <leanna_j_thompson@outlook.com>; 'Van Derley, Lisa' <lavval@hotmail.com>; 'Weier, Carrie Ann' <cweier@aol.com>; 'Willson, Chris' <cwillson51@gmail.com>; 'Wyborny, Bruce & Janet' <janetwyborny@gmail.com>

Subject: New Condos and the golf course

I'm putting on my concerned homeowner hat for this email. I hope that all of you who read this will have already read the email from Kathy Conaway, the President of the Prestwick at Horn Rapids Assoc. that included attachments.

This email is not from the Prestwick HOA, only from a very, very concerned homeowner. I truly believe that the increased traffic from 52 condos will over burden an already taxed main entrance to Horn Rapids. The intersection at Club House Ln. and River Park Dr. is hectic enough already. Imagine 52 condos just across from the swimming pool and to the left all the way to the back of the homes on Crosswater. The condos will also eliminate the present view that 8 homes on Crosswater enjoy.

A new parking lot that backs up to the rear of 2537, 2541, 2543 and 2545 Prestwick Drive has the potential for a lot of noise a few feet from a residential area, especially during weekends, tournaments' and events and evenings.

There is also a proposal for a new Clubhouse, possibly two stories, right behind 2541 and 2543 Prestwick Drive. That has the potential for a big increase in noise for what is now the border of a residential area.

Those are just a few of my thoughts about a project that I totally oppose. In closing, I personally don't believe that Brad Rew was completely and totally upfront to the Horn Rapids Master HOA about his plans.

These are my personal thoughts and feelings.

Regards,

Steve Conaway
Prestwick homeowner

Please contact mstevens@ci.richland.wa.us with your thoughts pro or con.

From: [Pat O'Neill](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Tuesday, April 20, 2021 4:47:32 PM

I am in support of building the 54 Town Homes.
Please approve this project.
Thank you,
Patricia O'Neill

From: [O'Rorke, Kevin](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Thursday, April 22, 2021 3:06:20 PM
Attachments: [image001.jpg](#)

Mr. Stevens,

I am writing to you today to express my support for the proposed townhomes project at Horn Rapids Golf Course. As a resident of Horn Rapids and a community leader, I cannot express to you enough the need for the influx of development growth and capital that this project will infuse into our community. Mr. Rew has invested much in the course and community since his acquisition, but much more needs to be done to bring the entire plan up to par for it's original vision and beyond. It has the opportunity to be a gem and source of pride for our community as well as a great revenue generator for the city. Please give the project your support and approval.

Warmest Regards,

Kevin O'Rorke
VP / Market Manager
Cherry Creek Media
Tri-Cities, Washington
2823 West Lewis Street
Pasco, WA 99301
(509) 547-1618



Cherry Creek Radio does not discriminate in advertising sales based on race or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate on the basis of race or ethnicity, even if handwritten, typed or otherwise made a part of a particular contract, will be rejected.

From: [Lara Ortega](#)
To: [Stevens, Mike](#)
Subject: Support Town Homes at Horn Rapids
Date: Wednesday, April 21, 2021 5:20:20 PM

I support the town homes to be built in Horn Rapids.

Thank you,
Lara Ortega

From: [Patrick Paulson](#)
To: [Stevens, Mike](#)
Cc: [Laurie Ness](#)
Subject: PUD2021-101 and EA2020-133
Date: Tuesday, April 6, 2021 9:07:51 AM

This looks fine to us. Also the rezone on Bradley Avenue. (Just because it seems like the only time you hear from us all we do is complain...)

From: [A Perri](#)
To: [Stevens, Mike](#)
Subject: Support of Horn Rapids Townhomes
Date: Tuesday, April 20, 2021 6:44:57 PM

I am sending this email in support of the new town homes planned to be built in Horn Rapids. As Richland continues to become a favored destination for both families and retirees, certainly the addition of these town homes, and Horn Rapids evolving into a premier community golf course, will do nothing but benefit the City of Richland. Brad Rew's vision to transform HR into a true Master Planned Community will support the revitalization of Richland's downtown corridor, assisting in the success of its businesses and providing tax revenue. It's a win, win, for both the HR community and the City of Richland.

Thank you,
Al Perri

Sent from [Mail](#) for Windows 10

From: [JA P](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Golf/ Brad Rew
Date: Tuesday, April 20, 2021 3:01:29 PM

To whom it may concern

The building of Town homes will make the quality of life in Horn Rapids so much better as well as attracting more businesses and golfers to the area!!!! Let's move forward with this project!!!!

Jim & JoAnn Perry
2349 Copperhill

Sent from my iPhone

From: [Kathy Pessein](#)
To: [Stevens, Mike](#)
Subject: Request for Approval of 54 New Townhomes in Horn Rapids by Brad Rew
Date: Tuesday, April 20, 2021 6:24:21 PM

I am in total agreement of these new 54 townhomes by Brad Rew being built in Horn Rapids. I believe they will improve and add value to our community and property values.

Thank you,
Bernice Pessein
Horn Rapids Copperleaf Division

From: [JD PETERS](#)
To: [Stevens, Mike](#)
Cc: stevelorenice@hotmail.com
Subject: May 10th Hearing Examiner Meeting
Date: Friday, April 30, 2021 7:36:47 PM
Attachments: [Image.jpeg](#)

Our names are Jerry D. and Louise S. Peters and we reside at 2846 Crosswater Loop, Richland, WA

We purchased our home, which is located in the Horn Rapids area in 2012. Our home is adjacent to the Horn Rapids Golf Course (HRGC) and we purchased this house to be our retirement home. We are golfers and do enjoy the golf course as Annual Pass holders. This particular home was purchased because it was adjacent to the HRGC and advertised to have a view of the golf course. From our backyard we can view holes 16, 17 and 18. We paid a higher price for our home and have been assessed and taxed at a higher rate, because it is adjacent to and has a view of the HRGC. It was also our understanding that there was a Deed Restriction that did not allow for anything other than golf course property behind our home.

We do not understand how this Deed Restriction could be lifted with no notification or recourse to the homeowners on Crosswater Loop. It also appears that now this applies to the entire golf course and there may be other places the Rews could build. We feel that the Deed Restriction with the intent of the City of Richland not to have other than golf course buildings on the golf course, should not have been determined to be unenforceable due to lack of complete description. This Deed Restriction should have been amended to include a more thorough description and been enforced because the intent, longevity and the fact that homes all over the HRGC were sold with this Deed Restriction in places believed to be valid and enforceable.

We support the Rews being successful with the HRGC and their Townhome project, but not at the expense of their Crosswater Loop neighbors. As the Rews plans are now, eight of the Crosswater Loop homeowners will lose all or most of their view, which will result in a large personal and financial loss. These Townhomes will be very intrusive of the backyards and privacy of the Crosswater Loop homeowners.

Since the City Council Meeting, September 17, 2019 when the council concluded by saying that a compromise was needed by the Rews with the Crosswater neighbors, there was one email by the Rews which contained a drawing. The response by the Crosswater Loop neighbors was to make a couple of changes to the drawing and return it to the Rews. These Crosswater Loop neighbors tried to compromise with the Rews, and tried to contact them several times but have been ignored and in fact the Rews drawing that is now being presented to the City of Richland was made worse than first presented to Crosswater Loop neighbors with even less view and more intrusive.

We do not support the application by the Rews as it stands. We are ready to work with the Rews on a compromise.

Thank you and please include our letter in the report.

Jerry D. And Louise S. 

From: [John Price](#)
To: [Stevens, Mike](#)
Subject: I support the 54 town homes at Horn Rapids
Date: Wednesday, April 21, 2021 4:26:26 AM

John Price
2326 Benton Ave
Richland
509-947-4148

Sent from my iPhone

**CITY OF RICHLAND
PUBLIC WORKS ENGINEERING
DEVELOPMENT COMMENTS**

DATE: April 29, 2021

TO: MIKE STEVENS, PLANNING MANAGER

PLAT REVIEW BY: JASON REATHAFORD, ENGINEERING TECH 4
PETE ROGALSKY, PUBLIC WORKS DIRECTOR

PROJECT NAME: THE LINKS AT HORN RAPIDS (PUD2021-101)

PROJECT LOCATION: WEST OF RIVER VALLEY DRIVE

The Public Works Engineering Division has reviewed the PUD application received in this office on March 29, 2021 for the above referenced property and has the following conditions.

General Conditions:

1. All final, approved plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in full size (and electronic) format. Electronic copies of the construction plans are required prior to the pre-con meeting along with the multiple sets of paper drawings. When construction of the public infrastructure has been substantially completed, the applicant shall provide paper and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. The final record drawings shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
2. 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. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
3. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way construction permit prior to beginning work, per RMC Chapter 12.08. The applicant shall pay a plan review fee based on a cost-per-sheet of engineering infrastructure plans. This public infrastructure plan review fee shall apply each time a project is submitted for review. This fee will be different for commercial projects versus subdivision projects. Please visit the Public Works Private Development page on the City's webpage to find the current per-sheet fee. A permit fee in the amount equal to 3% of the construction costs of the work within the right-of-way or easement will be collected at the time the construction permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the approved plan submittal.
4. 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 final plat acceptance.

5. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
6. 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'.
7. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
8. All construction plan sheets shall include the note "CALL 811" or: <http://www.call811.com/>
9. 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:

10. Public improvement design shall follow the following general format and shall conform to the latest edition of Public Works design standards:
 - A. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details, Public Infrastructure Design Guidelines and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specs and details by visiting the City's web page.
 - B. Any 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.
 - C. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - D. Watermains larger than 8-inches in diameter shall be ductile iron.
 - E. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
 - F. All watermains outside areas zoned R1 shall be ductile iron.
 - G. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - H. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC.
 - I. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
 - J. Where appropriate, all utilities shall be extended to the adjacent property (properties) at the time of construction.
 - K. 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. 12% can be allowed for local streets for short distances.
 - L. The minimum centerline radius for local streets shall be 100-feet.
 - M. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - N. An overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
 - O. A detailed grading plan shall be included in the submitted plan set.
 - P. 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.

- Q. 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.
 - R. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - S. All curb returns at minor intersections shall have a minimum radius of 25-feet.
 - T. All streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
 - U. All intersections of streets shall meet horizontal, vertical and intersectional design requirements for sight distance (Vision Clearance Triangle).
 - V. All driveways for commercial projects or intersections of private roadways shall construct City standard commercial driveways. Radius-style driveways are not allowed.
 - 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 reference all City of Richland standard details necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public.
 - 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.
11. 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.
12. 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. SEVAs 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.
13. 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:

- 14. All streets within this preliminary plat shall be constructed to City standards with regards to pavement section and materials. The proposed streets are narrower than City standards. As such, on-street parking will be prohibited on all streets narrower than 34 feet from face of curb to face of curb. Street signs indicating restricted parking shall be installed at the developer's expense prior to final platting. The restricted parking areas shall be indicated on the construction plans and the final plat. All street signage will be installed by the developer prior to final platting.
- 15. Driveway locations shall meet the requirements of RMC Chapter 12.04.070. It appears that the driveways for lots 53 and 54 do not comply with this section of code.
- 16. The guest parking spots proposed as parallel parking stalls behind the sidewalk will not be permitted as they create an undesirable conflict between pedestrians and vehicles.
- 17. The off-site modifications to the Clubhouse Lane right of way (depicted as "phase 3" on the phasing site plan) will not be permitted as proposed if the area remains as public street right of way. Right of Way vacation is a legislative decision of the City Council with the process defined in state law. At this time the City has not received a petition requesting vacation of that portion of Clubhouse Lane.
- 18. The provided estimate of trips-per-day under SEPA item 14.f is incorrect. Trip Generation for Multi-Family units is 7.32 trips per day which is equivalent to 395 trips for this development. Considering these units are not close to amenities they are likely to produce higher trips per day per unit, similar to single family residences, which would be closer to 510 trips. The City does not believe that these trips will cause any street or intersection to compromise the City's adopted level of service for traffic operations. If the City amends the municipal code to include a traffic impact fee applicable to this area this project may be subject to its requirements as a means of mitigating the incremental impact of the new trips on the street system.
- 19. A note will be shown on the face of the final plat stating that River Valley Drive is classified as a major collector street. Subsequently, no driveways directly accessing single family lots will be allowed onto it.
- 20. Per RMC Chapter 12.10.035, sidewalks shall be installed along all street frontages.
- 21. The developer and his engineer shall demonstrate on the construction plans that all future driveway entrances, sidewalks and pedestrian ramps will meet City and ADA requirements.
- 22. Pedestrian ramps shall be designed to current City standard details and A.D.A. standards.
- 23. 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.

24. All roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.
25. 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 turnarounds built at the end of them. If the temporary turnaround is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

26. It shall be the responsibility of the developer to extend a watermain to this property to serve domestic water at the time of plat construction. This water main shall be sized to adequately supply domestic water and fire flows to the proposed development.
27. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed. Looping of the water system provides redundancy and helps to eliminate stagnant water.
28. The fire hydrant layout shall be approved by the City Fire Marshal.
29. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development.

Sanitary Sewer:

30. 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.
31. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.

Storm Water:

32. 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. The Developer shall be responsible for compliance with the permit conditions. 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. 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.
33. Privately-owned on-site storm drainage systems shall be designed following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the

current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines". Calculations shall be stamped by a registered professional Civil Engineer. Prior to discharging any storm drainage waters from paved surfaces into drainage ditches, groundwater or a public system, an oil/water separator must be installed. The applicant's design shall provide runoff protection to downstream property owners.

34. Public storm drainage systems shall have their flow rate and storage capacity designed by a professional engineer following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines". The storm water calculations shall be stamped by a professional engineer and shall include a profile of the storm system showing the hydraulic grade line. The calculations should include an accurate delineation of the contributing drainage area to accurately size the stormwater facilities. Passing the storm water downhill to an existing storm system will require an analysis of the downstream storm system to determine its capability of accepting the storm water without being overwhelmed. The applicant's design shall provide runoff protection to downstream property owners.
35. 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.
36. 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").
37. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
38. 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 72 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 percolate within 72 hours.
39. The amount of post-development storm runoff from the proposed site shall be in compliance with RMC Chapter 16.06.
40. Any parcel occupied by a City stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility. The design of the basin shall include access features meeting the city's needs for maintenance.
41. The developer should consider the long-term appearance of the storm basin, particularly if it will occupy a prominent location in the development. City storm pond maintenance practices consist of semi-annual vegetation trimming and silt and debris removal, so if the developer wishes for the pond to be landscaped and visually appealing, then a homeowners association should be considered for long-term landscape maintenance responsibilities. These maintenance responsibilities shall be noted on the final plat. Basins designed as detention and evaporative basins need to include plantings that will tolerate or thrive in standing water. Planting designs for areas not routinely exposed to water shall include plants that will thrive without irrigation. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above.

42. The developer shall be responsible for landscaping the storm pond and for its maintenance and the plantings through the one-year infrastructure warranty period. At 11 months after the final acceptance date the developer shall clean the storm system and basin of all accumulated oil, sediment, and debris. After this maintenance is completed and inspected the City will begin routine maintenance of the system and basin. The developer shall replace any plantings that have failed to survive the warranty period. The developer shall also perform trimmings required to control weeds in excess of 18-inches in height for the 12-months following the date of final plat acceptance.

Solid Waste:

43. Due to limited turnaround space, lots located on dead-end streets may have to transport their garbage cans to a location acceptable for solid waste pick-up.

Final Platting Requirements:

44. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat of the project.
45. 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 or right-of-ways 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.
46. 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.
47. 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.
48. If one does not already exist a ten-foot public utility easement along the River Valley Drive frontage shall be provided on the face of the final plat.
49. The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
50. The final plat shall include notes identifying all common areas including the private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association. If deemed necessary a note shall be added to the face of the final plat that states: *"The private roads are for the use and benefit of the homeowners that abut said roads, and are to be maintained by said owners. The City of Richland accepts no maintenance responsibility for said roads". And: "The private drives within this plat are fire lanes and parking is restricted. The required no-parking signs shall be installed by the developer where applicable."*

51. Street signs indicating restricted parking areas shall be installed at the developers expense prior to final platting. The restricted parking areas shall be indicated on the final plats.
52. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
53. A one-foot "No access / screening easement" will be required along the River Valley Drive Right of Way.
54. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
55. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.

From: [Rich Quadrel](#)
To: [James Buelt](#)
Cc: [Stevens, Mike](#); [Brad Rew](#); [Jeff Riddelle](#)
Subject: Re: Horn rapids golf course
Date: Tuesday, April 20, 2021 9:09:34 PM

Great letter Jim, thanks!

Brad - what are the next steps? What approvals yet need to be made and what can the community do to help?

Rich.

[Rich Quadrel](#)

On Tue, Apr 20, 2021 at 3:09 PM James Buelt <jimchat46@aol.com> wrote:

I am writing you today as a private resident who enjoys golf in this wonderful city of ours. I have been a regular player and most times annual member at horn rapids since it's inception nearly 30 years ago. You may have heard that it's condition and reputation, especially with those outside our community, is wanting due to lack of resources to convert and maintain the course into the class facility for which it was envisioned. The sale of the course to a Richland based business run by Brad Rew has the opportunity to provide just that. He has created a business plan and long term vision for the course that I, for one, believe in and that will convert and maintain the course into a condition that will not only represent our community well but attract visitors in large numbers. Imagine a pristine course bordered by natural areas of sagebrush, cacti, and natural grasses that harbor quail, curlew, killdeer, and cotton tail. Imagine also a world class clubhouse with a quality café/restaurant, lounge area, pro shop, and event center.

But none of this can happen without the help of the city and its leadership. Mr. Rew's business plan requires the construction of approximately 50+ units of townhouses along the 18th fairway to generate the revenue for the necessary improvements. There has been opposition by some of the residents whose view of the course would be moderately impacted. But those impacts have been moderated and there is a growing voice of support and excitement by people such as myself for the overall improvements that this venture would accomplish. I ask that you thoughtfully consider Brads business plan and all the benefits that it will bring to the golf course, the horn rapids homeowners, and the city as a whole.

Please know that I fully support brads proposal and I thank you for your consideration. Please feel free to share my email with anyone on the planning commission, city council, or elsewhere that you deem appropriate.

Jim Buel
2448 Pershing Ave
Richland
[509-375-1826](tel:509-375-1826)

Sent from my iPhone

From: [Robert Quirk](#)
To: [Stevens, Mike](#)
Subject: Thoughts on the proposed town homes in Horn Rapids
Date: Tuesday, April 20, 2021 9:35:29 PM

Mr. Stevens,

As a long term resident of Horn Rapids (2848 Sawgrass Loop since early 2006), I wish to express my deep concerns with the plans to build 54 town homes near Clubhouse Lane. These homes are inconsistent with the other fine homes in Horn Rapids. Fortunately, I am not impacted like the homeowners of Crosswater who can expect the values of their homes to drop significantly if these town house are built. For example, they would be blocking their views of the golf course. Additionally, my understanding is he plans to build a traffic circle which would mean headlights from cars on the circle would be shining in the windows of existing homeowners.

My understanding is that Mr. Rew, the gold course owner, appears to want to take advantage of the benefits provided by the planned community that surrounds these new homes, yet does not want these new homes to be part of the home owners' association (HOA), nor comply with the associations rules, or even contribute to HOA funds. Now he is saying that all the great plans he had for the course when he purchased it will depend on the City of Richland approving his townhouse plans.

I strongly disagree with Mr. Rew's plans and request your assistance in stopping them.

Robert G. Quirk

From: [PHYLLIS RAMOS](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Golf Course Changed
Date: Friday, April 23, 2021 7:52:45 AM

From: PHYLLIS RAMOS <pramos1@aol.com>
Date: April 23, 2021 at 7:41:08 AM PDT
Subject: Horn Rapids Golf Changes

I'm a home owner who has issues regarding the changes to golf course in horn rapids.

The Prestwick Drive the home owner pay for paving and up keep on our street. Horn Rapids HOA doesn't cover the upkeep, we have additional HOA we pay to upkeep our street. This mean more cars will be driving down our street and more golf carts. Is the city going to cover the additional cost to keep our street safe and paved, or is the Golf course going to pay for the paving. This needs to be answered before any changes made.

Additional we cover the repairs to the side walk will the Golf course cover the wear and repairs to our side walk because additional traffic. With 52 new condos this will effect our street.

If the changes are made if there is problems will the police department staff be able to cover the additional calls. Most people who live on our block are senior with additional changes our lives will be changed. Not happy will the golf course owner guarantee no additional noise. No night parties or events?

Street traffic on the express way. Have you done a study to see what happens when you have additional 100 cars on the express way. What about when the train stops traffic for 20 minutes or more. Their was a accident a few weeks about traffic was stopped for an hour, couldn't enter hours rapids. I know because I was one of those cars stop and could not move, had these issues been answered.

Also I noticed that the gold course maintenance to their property is not done well. The course is ok, the land they owned is not cut etc like it use too. They use to trim plants remove plants yet this is not careful. Is this the type of service we get. If they can't keep up with what they have today what happens down the road

These are a few of the issues I have, I'm not a email person but I'm doing this because it's important. This is few issues I have.

Phyllis Ramos
Prestwick home owner

Sent from my iPhone

From: [Julie Reddick](#)
To: [Stevens, Mike](#)
Subject: Town Homes at Horn Rapids
Date: Thursday, April 29, 2021 6:15:01 PM

Hi - I saw the land use notice for Horn Rapids town homes. We have lived at Horn Rapids for about 10 years. I think the town homes are a good idea. They will provide more housing alternatives and options and improve the area. Mr. Rew has been a good neighbor - working very hard to ensure we can keep our golf course community, so I would like to support this effort.

Sincerely,

Julie Reddick

From: [Mike Reynolds](#)
To: [Stevens, Mike](#)
Subject: Homes
Date: Tuesday, April 20, 2021 1:38:15 PM

Build the homes,they will come

Sent from my iPhone

From: [Tom Rickey](#)
To: [Stevens, Mike](#)
Subject: comment on proposed change in Horn Rapids
Date: Friday, April 30, 2021 2:13:02 PM

April 30, 2021

Dear Mr. Stevens,

Here are some comments for the hearing examiner to consider related to the proposed development of town homes on and adjacent to the Horn Rapids golf course. I live in Horn Rapids and on Crosswater Loop, though I am not one of the homeowners affected directly by these proposed town homes.

A strong, robust golf course is a widely shared goal in this community. It's the core of our community. The course has improved greatly since Mr. Rew bought it, thanks to his extensive efforts.

Yet, while many residents have been quite vocal in their support of the construction of the town homes, some facts have been forgotten or minimized, while other bits of information have become confused. I'm hoping the hearing examiner and the city council consider these.

One opinion in circulation holds that these town homes have been permitted for many years, that their construction is a logical next step in a long-established development plan. My understanding is that this is not true, otherwise, why would the city be holding a hearing now? There is a change proposed – the creation of a new planned unit development or PUD.

Another view, widely publicized, is that the construction of town homes is necessary for the financial health of the golf course. I'm sure only a few people can address that issue with knowledge, from a financial standpoint, and I'm not one of them. But there might be alternatives. One might be to charge each homeowner in the Horn Rapids community a yearly assessed fee to support the golf course. While that would be painful for many, including myself, at least the pain would be spread fairly among hundreds of households and golfers, instead of having it borne completely by a very small handful of residents.

There is an opinion in circulation that the affected homeowners must not have done their due diligence before purchasing their properties.

- It's my understanding that, when these homeowners purchased their properties, there was a deed restriction that all parties involved at the time – golf course owner, developer, residents, real estate agents and attorneys for the purchasers – believed was valid. This deed restriction assured that only activities and structures related to the golf course would occur on the golf course. The deed was later found to be invalid (I'm sure you know more than I do) but that doesn't negate the fact that everyone involved at the time believed the restriction was valid.
- When one's home borders "a golf course," when one's yard is mere feet from "a golf course," and one looks out and sees "a golf course" – one's first thought is not, "What other physical structure might be built between my home and the golf course?" I doubt there are many, if any, residents in Horn Rapids, in properties not affected in the current situation, who asked that question before purchase.

I hope the concerns of the affected homeowners remain central to the discussion. Many residents of Horn Rapids have voiced their support of the proposal – residents who stand only to gain from it, at no cost to themselves. It's easy to support a project that only benefits you and hurts only others.

I hope that Mr. Rew and the affected homeowners will meet directly to further discuss the concerns of both parties and how to proceed. Perhaps the city can strongly encourage the individuals to do.

Fundamentally, we are all lucky to live in such a beautiful community. Thanks to Mr. Rew for bringing added vitality to the area. I hope these issues can be worked through fairly, allowing the golf course to thrive, in a manner that maintains the viability of our community and respects the rights of every member.

Sincerely,

Tom Rickey

From: [Oscar Rickman](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Friday, April 23, 2021 7:30:49 AM

Mr. Stevens:

We have lived in Horn Rapids for over 25 years and are committed to the community feel. The addition of town homes at the golf course will enhance the community. Please take the necessary action to allow the project to proceed.

Oscar & Cynthia Rickman

From: Mobile@charter.net
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Wednesday, April 28, 2021 2:28:28 PM

Good Afternoon,

I would like to express my support of the Town Homes to be built in Horn Rapids.

Thank you,

Cheryl Riddelle

Sent from my iPhone

From: [Marcus Romero](#)
To: [Stevens, Mike](#)
Subject: Townhomes
Date: Monday, April 26, 2021 12:55:06 PM

I just wanted to send you an email voicing my support as a resident out at Horn Rapids for the townhomes!!!!

--

Marcus Romero | Manager
Les Schwab Tire Center #333
Richland, Washington 99352
Cell # 509-412-5338
Store # 509-943-1185



NOTICE: This email message is intended only for the named recipient(s) and may contain information that is confidential, privileged, or exempt from disclosure under applicable law. If you have received this message in error or are not a named recipient, you are hereby notified that any dissemination, distribution or copying of email message is strictly prohibited. If you have received this message in error, please immediately notify the sender by return email and delete this email message from your computer.

From: [Kevin Rowe](#)
To: [Stevens, Mike](#)
Date: Tuesday, April 20, 2021 1:47:04 PM

We do not support the construction of these 54 homes. The blockage of the golf course from the original homes built on the edge of the golf course is wrong. The number of new folks utilizing the entrance road will Increase as well the pool and tennis court use will be over crowded.

This also gives Mr. Rew the start to build homes throughout Horn rapids on his golf course, this creating a number of additional problems.

Kevin & Sandi Rowe

From: booksr4bk2@charter.net
To: [Stevens, Mike](#); ["cleocat2@msn.com"](mailto:cleocat2@msn.com)
Subject: Townhomes at Horn Rapids
Date: Tuesday, April 27, 2021 2:26:23 PM

To whom it may concern:

We are homeowners at Horn Rapids and would like to share our support of Brad Rew's planned project of building 54 town homes at Horn Rapids. Brad has revised his original plan significantly to lessen the impact of these homes on the home owners who objected to the project when it was first presented for approval. The building of this project would enable Brad to make major improvements to the golf course and other amenities so that the entire community would benefit. We are in favor of the project.

Bob & Kay Rozendal
2736 Grayhawk Loop
Richland, WA 99354

From: [steve norton](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Development
Date: Monday, April 26, 2021 8:09:36 PM

I want you to know that I am fully supportive of the development. The golf course owner was completely above board early on with the entire homeowners association and anybody that wanted to show up to learn about it. Most of the people were too busy, or perhaps too lazy, to show up at the early information meetings. Now they are passing along a bunch of misinformation. I've lived at Horn Rapids for 20 years and this will be great for the community.

Steve Norton
2563 Prestwick Dr
509-430-1690

Sent from my iPhone

From: [Patrick Sand](#)
To: [Stevens, Mike](#)
Subject: Townhomes in Horn Rapids
Date: Friday, April 23, 2021 10:40:55 AM

We are in favor of adding the townhomes in Horn Rapids. This will benefit the community overall and allow the golf course to continue to improve. I'm at a loss as to why this has taken so long since it was first proposed almost 3 years ago. Pahlisch home builders have been building out here almost continuously over the past 2+years without a problem with permits. Brad Rew has a vision for the community and would be a great partner with the HOA.

Sincerely,
Pat and Karolyn Sand

Sent from my iPhone

From: [Linda Santeford](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids
Date: Tuesday, April 20, 2021 1:34:17 PM

To Whom it may concern,

As a homeowner in the Horn Rapids golf community, I want to express my approval for the proposed 54 townhomes within our community. I believe that this will improve Horn Rapids and draw much interest in our golf course. I encourage you to approve of this project.

Thank you.

Linda Santeford
2575 Prestwick Dr.
Richland, WA 99354
classyivories@gmail.com

From: [gerald shelton](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids GC
Date: Tuesday, April 20, 2021 3:31:48 PM

Support the Town Homes.

Sent from my Samsung Galaxy , an AT&T LTE smartphone

From: [Mike & Joanne Simmons](#)
To: [Stevens, Mike](#)
Subject: 54 town homes to be built at Horn Rapids Golf Course
Date: Tuesday, April 27, 2021 10:56:07 AM

We want to lend our support for the above. The Horn Rapids development has grown wonderfully well. The golf course needs funds to upgrade it after many years of neglect. Mr Brad Rew has indicated that his building of the town homes would assist in this endeavor. We support this effort. We live off the first tee at 2843 Hawkstone court. Regards. Mike and Joanne Simmons

From: [Michael Simpson](#)
To: [Stevens, Mike](#)
Subject: horn rapids golf course town homes
Date: Tuesday, April 20, 2021 1:52:48 PM

I support the building of the town homes Brad Rew has proposed. This golf course has been in sorry shape for many years. Brad really wants to improve things but needs capital. His plan to sell the townhomes to raise the needed funds is a good idea. I wish the horn rapids homeowners development had bought the course but they had their chance and did not pursue this option. Thank you.

Mike Simpson



1111 Third Avenue
Suite 3000
Seattle, WA 98101

Main: 206.447.4400
Fax: 206.447.9700
foster.com

Direct Phone (206) 447-5942
Direct Facsimile (206) 749-1946
steve.gillespie@foster.com

April 30, 2021

Via Email and U.S. Mail

Mr. Mike Stevens
Planning Manager
City of Richland – Development Services
625 Swift Blvd. MS-35
Richland, WA 99352

Re: Public comment for SEPA checklist for Project No. EA 2020-133

Dear Mr. Stevens:

Thank you for the opportunity to provide public comment on the Notice of Application and anticipated determination of non-significance (DNS) for the proposed 54-unit Planned Unit Development known as The Links Residence at Horn Rapids (the “Project”), generally located at 2800 Clubhouse Lane, Richland, WA along the easterly boundary of the 18th hole of Horn Rapids Golf Course (the “Property”). This law firm represents a coalition of neighbors who live on Crosswater Loop in the Horn Rapids development immediately surrounding the proposed Project. This letter details our clients’ serious concerns about the probable significant environmental impacts of this 54-unit Planned Unit Development, all currently left unaddressed. We also request that you make the Crosswater Neighbors, including this law firm, a party of record for this project. As this project goes through the permitting process, we would like to receive notice when the applicant submits additional materials, and also receive notice of any additional opportunities for public comment and appeal.

The Crosswater Neighbors support the Applicant’s desire to build townhomes and preserve the vibrancy of the Horn Rapids Golf Course and surrounding community, but cannot support the current layout, particularly the elimination of the pond and the development of proposed lots 19-32. Accordingly, the Crosswater Neighbors are not advocating for the outright denial of the Project, but for an approval conditioned to mitigate the environmental impacts that a thorough SEPA checklist would have revealed. However, this SEPA checklist does not meet that standard. It does not fully and adequately address the probable environmental impacts of the Project that result from the total transformation of 85,000 square feet of open space into a dense, 54-unit townhome community.

SEPA requires the City to “carefully consider the range of probable impacts,” including examination of all “direct and indirect impacts caused by a proposal.” WAC 197-11-060(4)(c), (d). A project of this scale proposed for an area previously restricted to golf course use and open space requires careful examination, which can only come from review of a thorough, accurate, and complete SEPA Checklist. The checklist submitted by the Applicant, however, provides

only a cursory overview of Project impacts and does not meet the standards required by SEPA. At a minimum, the City should require the applicant to submit a complete checklist that addresses the impacts from the entire project, including impacts identified by the Neighbors below. Additionally, the Crosswater Neighbors respectfully request that the City impose mitigating conditions under its substantive SEPA authority as informed by adopted SEPA policies and SEPA itself.

1. For fifteen years, Richland's policy has been to preserve the Property as open space

The Property at issue in this application is predominated by open space, with the exception of a golf cart shed and parking associated for the adjacent golf course. Its use as open space is not the result of coincidence or accident. In 2005, the City of Richland and Columbia Golf Associates executed a Declaration of Restrictive Covenant for Golf Course Use, imposing a Golf Use Covenant. See Exhibit 1. The Golf Use Covenant restricts the Property's use and operation to a regulation length, 18-hole golf course, clubhouse, and related facilities. In further recognition of the Property's agricultural land zoning, the Restrictive Covenant expressly excludes commercial uses such as lodging, gaming, restaurants and entertainment, and other non-golf related uses. Accordingly, notwithstanding the parking and cart shed, the Property has remained largely undeveloped open space for at least 15 years, allowing for growth of natural vegetation and providing habitat for various birds and other animals, including the presence of a large pond.

Just one year ago, City staff determined that the Restrictive Covenant is unenforceable as matter of law due to the Restrictive Covenant's failure to contain a legal description of the property it encumbered. See Exhibit 2. However, the policy expressed in the Restrictive Covenant, as recognized by the City Council as recently as last year, is not destroyed due to the alleged technical flaw of the Restrictive Covenant. The Restrictive Covenant memorialized the City's intent 15 years ago that the Property remain devoted to golf course uses, including primarily open space, which restriction was to run with the land and bind all future parties. City Council has taken no action to reverse its policy in favor of open space at this location.

2. The SEPA Checklist fails to adequately identify probably adverse impacts

Siting 54 new residential units in an area that has always been preserved as open space merits careful consideration, but the checklist submitted by the applicant does not provide the City with enough information to meaningfully evaluate the environmental impacts. These types of environmental unknowns are exactly what SEPA was designed to identify before adverse impacts occur. The City must thoroughly study the probable significant environmental impacts of this project as currently designed.

The Crosswater Neighbors are deeply concerned that the proposed Project will adversely impact the built and natural environment, yet the SEPA checklist for the proposal does not inform the SEPA Responsible Official or City decision makers about potential conflicts. Among the environmental impacts that require more in-depth study are:

A. Water (Paragraph 3)

Paragraph 3.a.1 fails to accurately describe the existence and nature of a pond on the Property. Dismissing it as “man made,” the Checklist proposes the removal of the pond without acknowledging whether it may constitute a wetland, which is separately regulated under the City’s critical areas code section. *See* Richland Municipal Code Chapter 22.10 (Critical Areas). The Applicant’s own Phase I Environmental Site Assessment Report notes that a visual onsite inspection did not reveal evidence of standing water or wetland plant indicators, but further stated: “[i]t should be noted that these wetland observations are based on secondary information and conditions at the time of the site visit, and do not take into account weather variations such as season, drought, snow cover, etc. If further wetlands review is required, a wetlands delineation should be performed by a qualified hydro-geologist.” *See* Phase I, p. 16.

On this same point, the local Washington Department of Fish and Wildlife official, Mr. Mike Ridder, advised that even though the pond was manmade, WDFW would classify it as a wetland. Photos taken by the Crosswater Neighbors demonstrate the pond has been “kept up” and is in fact full and supporting wildlife at the Property. *See* Exhibit 3. The Applicant’s response in Paragraph 3.a.1 is insufficient to allow City decision-makers to adequately evaluate the Project’s impacts. The City should require the Applicant to prepare and provide a wetlands delineation of the Property to ensure no wetlands are present, and if they are, that the City mitigate the Project accordingly.

B. Animals (Paragraph 5)

Regardless of whether or not the pond can be regulated as a wetland under City Code, it provides habitat for a number of plant and animal species. Habitat is habitat, even if it was “manmade”; migrating birds in search of rest do not pass up a pond because it is filled by a hose rather than a spring. SEPA requires review of the environmental impacts of proposed action, and the proposed action here will destroy this habitat.

Yet, the Checklist understates the significance and the diversity of the plant and animal life on or near the Property. For example, the Checklist states that the property has “birds.” Our clients have observed at the Property: Robins, Great Blue Herons, California Quail, Sharpshined Hawks, Morning Doves, Yellow Headed Blackbirds, Red Winged Blackbirds, Northern Flickers, White Crowned Sparrows, Red House Finches, American Gold Finches, White Egrets, Owls, Mallards, Geese, Merganser Ducks and Badgers.

The Applicant's answers in the Checklist are inadequate to inform City decision-makers whether and how the Project may impact the above-referenced wildlife. *See also* Exhibits 4 and 5. Before issuing a DNS for the Project, the Department should require the Applicant to engage appropriate consultants, including a biologist and wetlands biologist, to study the impacts of pond removal.

C. **Land Use** (Paragraph 8)

The Applicant's response to Paragraph 8 inaccurately and subjectively describes the Property's current land use in a manner that does not assist the City decision-maker with evaluating the probable adverse impacts of the Project. Contrary to the Applicant's assertion, "vacant land" is not a land use – the property's current use is golf course property and open space. By describing the Property's open space as an "unused eyesore," the Applicant lays bare that their intent in filling out the checklist was to prejudice the decision maker in favor of the proposal, rather to provide a disinterested review of environmental impacts. Open space is not an "unused eyesore" any more than a wetland is a "bog." Just as wetlands provide valuable ecological functions, open space provides visual relief from the housing development to the south, and gives space between the golfers and existing houses.

The SEPA checklist is not the place to put an applicant's value judgments about the ecological functions of open space. The Checklist does not provide the City decision-maker with the information it needs to make an informed evaluation of the Project's impact.

Furthermore, the Checklist's conclusory statement that the Project "will not affect other uses adjacent property use" is simply not accurate. The Crosswater Loop homes were designed specifically to respond to the preservation of the Property as open space. They are all oriented to the north and west to take advantage of the golf course views the City itself required the Deed Restriction to preserve, and they were priced accordingly. For fifteen years, all parties, including the Applicant, believed that the Deed Restriction was enforceable (which it still is, if the City chooses to enforce it), and the impacts of abandoning this open space in favor of dense housing are not only significant, but unaddressed in the Checklist.

In paragraph 8.1, the Applicant asserts that the Project is consistent with existing land uses because Horn Rapids has townhomes. But this misstates the impact of the proposed action, which is to replace open space with townhomes. The Horn Rapids development, including the townhomes, was built in reliance on the existence of the open space that the City preserved through the Restrictive Covenant. Residential development, especially dense residential development, needs common open space to allow residents room to breathe. The existing townhouses work in Horn Rapids because the impacts of the density are balanced by the open space, but building over that open space with yet more townhomes will create unexamined land use impacts.

D. Aesthetics (Paragraph 10)

The Project dramatically alters existing views from those properties surrounding the Property, for our clients, golfers, and the general public. Contrary to the assertion in Paragraph 10(b) of the Checklist that views will be “smaller,” the Project puts a wall of townhouses between Crosswater Loop and the golf course, blocking any view, in the exact location the City wanted open space to be preserved in perpetuity. The Project also includes two-story townhomes, which is a significant change from prior project descriptions including single-story homes, and which would have had a smaller impact on existing and protected views.

E. Light and glare (Paragraph 11)

The Project will introduce 54 households and a roundabout at the southern end of the Property, each of which will introduce light and glare to adjacent properties, and none of which was discussed in the Checklist. Residents and their visitors will use the roundabout daily to come and go from the Project, which is located within a few feet of the Crosswater Neighbors’ homes. That vehicular traffic will cause headlights to shine light directly into Crosswater Neighbors’ bedrooms at night, in contrast to the existing condition of open space with minimal to no artificial light intrusion.

F. Transportation (Paragraph 14)

The Checklist contains no meaningful study of trip generation or transportation impacts. When asked how many vehicular trips the Project will generate, and what data or transportation models were used to make trip estimates, the Checklist responds: “I would estimate 100-150 one-way trips per day.” The Applicant’s estimate is otherwise unsupported by data or modeling, despite the specific request in the checklist. The Applicant provides no data or analysis of the background conditions and makes no attempt to quantify the impact of these additional trips on intersections in the area. At what level of service are area intersections currently operating? How much will service degrade with the addition of trips associated with the project?

It is not even clear what the Applicant means by 100-150 one-way trips: 50-75 outbound and 50-75 inbound trips? 150 trips to work and 150 home? How many trips will occur during the AM and PM peak hour?

The Project as described will include 54 townhomes, each with a two-car garage and driveway large enough for two additional parked cars, plus 29 additional spaces for guests. Accordingly, the Project can support well over 200 cars. This volume of vehicles was unanticipated until one year ago when City staff accepted the Applicant’s view that the Restrictive Covenant was unenforceable, and there are no studies that analyze the impacts of this additional traffic. The Applicant’s estimate does not provide the SEPA Responsible Official sufficient information to evaluate whether the Project will have probable adverse traffic impacts, and it does not provide City Council enough information to evaluate the Project on the merits.

The City should require the Applicant to hire a licensed transportation engineer to study traffic impacts and submit a report to support the Checklist.

In light of the fact that none of these environmental impacts have been studied, and many are ignored or only cursorily mentioned in the applicant's SEPA checklist, the City should first require the Applicant to complete and re-submit the SEPA checklist. Only after review of such a completed checklist should the City issue a threshold determination, which we believe a complete checklist will reveal should be a determination of significance. At that point, we will recommend that the City exercise its substantive SEPA authority to impose conditions on the project that will address some of its environmental impacts, whether significant or not.

3. Assuming, After Review of a Complete SEPA Checklist, the City Issues a DNS, the City Has Broad Authority to Impose Conditions Under SEPA

The City has the authority under SEPA to impose conditions to mitigate impacts that a strict application of its zoning code would allow. *See, e.g., Victoria Tower Partnership v. City of Seattle*, 59 Wn. App. 592, 597, 800 P.2d 380 (1990) ("There is no longer any question that SEPA policies can restrict projects otherwise permitted under zoning regulations."). Here, the unique circumstance of the Restrictive Covenant coupled with the Project's design warrant the City's exercise of its substantive SEPA authority to ensure the Project complies with SEPA's policy statements seeking to protect the built and natural environment. *See generally* RCW 43.21C.020.

Victoria Tower is instructive. In that case, the applicant sought to construct a 16-story apartment tower that complied with Seattle's zoning code—in particular, its proposed height of the sixteen-story building (174 feet) was well under the allowed height of 239 feet. *Victoria Tower*, 59 Wn. App. at 594. The planning director found that the proposed building was out-of-character with the neighborhood, despite the fact that the immediate neighboring building was a nine-story condominium. *Id.* at 595. The director denied the permit, and the hearing examiner affirmed. *Id.* The Seattle City Council approved the permit subject to a condition limiting the project to eight stories, which the superior court affirmed. *Id.* at 595-96, 602. The appellate court agreed that the mitigation imposed by the City Council was appropriate and within its very broad substantive SEPA authority. *Id.* at 600.

As the Seattle City Council did in *Victoria Tower*, here the City can and should impose conditions under its substantive SEPA authority to mitigate the significant adverse impacts to the Horn Rapids development. The City may attach conditions to a permit or proposal so long as those conditions are necessary to mitigate specific probable adverse environmental impacts, are reasonable and capable of being accomplished, and based on adopted City policies. *See* RMC 22.09.210.B.1-5. The City may exercise its substantive SEPA authority to ensure "healthful, productive, and aesthetically and culturally pleasing surroundings," to "attain the widest range of beneficial uses of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences," and to "achieve a balance between population and

resource use which will permit high standards of living and wide sharing of life's amenities.”
See RMC 22.09.210.D.1.

Here, while it may strictly comply with the Code, the Project is proposed on open space that the City expressly preserved. In order to achieve a balance between population and resource use, to ensure aesthetically pleasing surroundings, and in order to attain the widest range of beneficial uses of the environment, the City should exercise its substantive SEPA authority and condition the project to require the Applicant to (a) reduce the footprint of the Project by removing Townhomes numbers 19-32, (b) preserve the pond, and (c) require a view corridor between Crosswater Loop and the golf course. These revisions to the Project footprint ensure that the Project can proceed with forty townhomes on property that for fifteen years City policy has been to keep entirely unbuildable for homes. It also maintains balance between open space, golf course, and residential uses by preserving open space and views as contemplated by the Restrictive Covenant.

A DNS “must be based upon information reasonably sufficient to determine the environmental impact of a proposal.” *Ellensburg Cement Prods., Inc v. Kittitas Cty.*, 171 Wn. App. 691, 712, 287 P.3d 718 (2012) (quoting *Pease Hill Comty. Grp. v. County of Spokane*, 62 Wn. App. 800, 810, 816 P.2d 37 (1991)). Because the SEPA checklist submitted by the Applicant does not give the City sufficient information to determinate the environmental impact of the proposal, we respectfully request that the County delay its threshold determination until the applicant submits an amended SEPA checklist that addresses the concerns set forth in this letter. If that means the Hearing Examiner must delay making a recommendation (i.e., taking “action” as defined by SEPA), then so be it. The Hearing Examiner and City Council are entitled to a full understanding of the project’s environmental impacts before taking any action.

Sincerely,

FOSTER GARVEY PC



Steven J. Gillespie

Enclosures

Exhibit 1

EXCISE TAX NOT REQUIRED
BENTON COUNTY EXCISE TAX DIVISION
BY B. M. M. M. DEPUTY
EASEMENT 8/30/11

AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:

CASCADE TITLE CO.

Joel R. Comfort
Miller, Mertens, Comfort,
Wagar & Kreutz, PLLC
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

MISC 11-412(1)

135.

Reference numbers of related documents:

Grantors: Columbia Golf Associates, a Washington partnership;
North Stone Richland, LLC

Grantees: Columbia Golf Associates, a Washington partnership;
North Stone Richland, LLC

Abbreviated Legal Description: A portion of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington

Additional legal description: See Exhibit "A"

Assessor's Tax Parcel ID Numbers: 128082000001001; 128083000001003

**DECLARATION OF RESTRICTIVE COVENANT FOR
CARETAKER/GROUNDSKEEPER/SECURITY WATCHMAN ACCOMMODATIONS and
ACCESS AND UTILITY EASEMENT**

WHEREAS, Columbia Golf Associates, a Washington partnership ("CGA") and the City of Richland executed a Declaration of Restrictive Covenant for Golf Course Use on July 15, 2005 (a true and correct copy of which is attached hereto as Exhibit C), which permitted CGA to construct a single residential unit on the Golf Course Property for caretaker/groundskeeper/security watchman accommodations; and

WHEREAS, North Stone Richland, LLC is the property developer for the residential developments surrounding the Golf Course Property, and needs to have certainty regarding the building site for the caretaker/groundskeeper/security watchman accommodations for planning purposes, and to give notice to future purchasers of the affected residential lots which may be impacted by the caretaker/groundskeeper/security watchman accommodations;

WHEREAS, North Stone Richland, LLC and CGA have conferred regarding the building site for the caretaker/groundskeeper/security watchman accommodations, and North Stone Richland has set aside land to serve as a private driveway to provide CGA with access to the building site and future residence;

NOW, THEREFORE, the parties agree, covenant, and declare as follows:

Section 1. Building Site Covenant. In addition to the covenants set forth in the Declaration of Restrictive Covenant for Golf Course Use, dated July 15, 2005, CGA agrees and covenants to locate the building site for the caretaker/groundskeeper/security watchman accommodations on the Golf Course Property in the location described in Exhibit A hereto, and depicted on Exhibit B. CGA may not relocate the building site without the express written consent of North Stone Richland, LLC.

Section 2. Access Easement. In consideration for CGA's covenant to locate the building site as described on Exhibit A, and depicted on Exhibit B, North Stone Richland, LLC hereby conveys to CGA a 20-foot easement for ingress and egress and for utilities between Lot 27 and Lot 28, as depicted on the Plat of Desert Summit, Records of Benton County, and depicted as "Tract B" on Exhibit B hereto. The cost of constructing, maintaining, and improving the easement shall be borne by CGA.

Section 3. Covenant to Run With the Land. The covenants provided for herein shall run with the land and be binding upon the parties, their successors in interest, and all persons acquiring the Golf Course Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise.

Section 3. Enforcement. The parties shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter. In the event of litigation with respect to the enforcement or interpretation of this Declaration, including appeals, the prevailing party in such litigation shall be entitled to recover from the nonprevailing party the prevailing party's reasonable attorneys fees, costs, and disbursements.

DATED this 25 day of Aug, 2011.

COLUMBIA GOLF ASSOCIATES ,
A Washington Partnership

By: Robert L. Soushek
Robert L. Soushek, Managing Partner

NORTH STONE RICHLAND, LLC

See attached

By: _____
Stew Stone, Member

By: _____
Ronald Bochsler, Managing Member of
Santiam Development Company, LLC

STATE OF WA

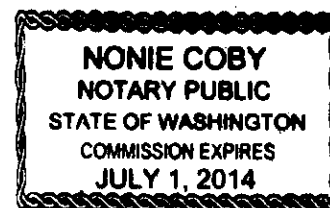
COUNTY OF King

On this 25 day of Aug, 2010, before me, the undersigned Notary Public in and for the State of WA duly commissioned and sworn, personally appeared ROBERT SOUSHEK, to me known to a partner of Columbia Golf Associates, the Washington partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of partnership, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said partnership.

Witness my hand and official seal hereto affixed the day and year first above written.

Nonie Coby
NOTARY PUBLIC in and for the State of
WA, residing at Black Diamond
My Commission Expires: July 1, 2014

DECLARATION OF RESTRICTIVE COVENANT
AND ACCESS AND UTILITY EASEMENT, Page 3 of 4



DATED this 25th day of August, 2011.

COLUMBIA GOLF ASSOCIATES ,
A Washington Partnership

NORTH STONE RICHLAND, LLC

By: _____
Robert L. Soushek, Managing Partner

By: Stew Stone
Stew Stone, Member

By: Ronald Bochsler
Ronald Bochsler, Managing Member of
Santiam Development Company, LLC

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 2010, before me, the undersigned Notary Public in and for the State of _____ duly commissioned and sworn, personally appeared ROBERT SOUSHEK, to me known to a partner of Columbia Golf Associates, the Washington partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of partnership, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said partnership.

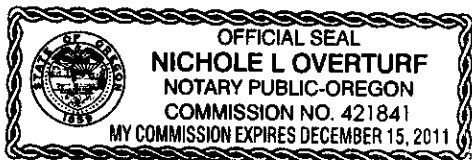
Witness my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of _____
_____, residing at _____
My Commission Expires: _____

STATE OF Oregon)
COUNTY OF Marion) §

On this 25 day of August, 2011, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Nichole L Overturf
NOTARY PUBLIC in and for the State of
Oregon, residing at Salem
My Commission Expires: December 15, 2011

STATE OF Oregon)
COUNTY OF Lincoln) §

On this 26th day of August, ~~2010~~ ²⁰¹¹, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared RONALD BOCHSLER, to me known to Managing Member of Santiam Development Company, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Kay E. Vorpahl
NOTARY PUBLIC in and for the State of
Oregon, residing at Silverton, Oregon
My Commission Expires: 3/21/14

August 01, 2011

EXHIBIT A
GOLF COURSE RESIDENCE LOCATION

A parcel of land lying in a portion of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Beginning at the Northwest corner of the Southwest quarter of said Section 28 as shown in Desert Summit, according to the Plat thereof, recorded in Volume 15 of Plats, page 344, Records of Benton County, Washington;

Thence South 00°30'06" West along the West line of the Southwest quarter of said Section 28 for a distance of 780.77 feet to a point on the Northerly boundary of Lot 29, Desert Summit (15-344);

Thence leaving the West line of the Southwest quarter of said Section 28, South 60°23'53" East along the Northerly boundary of said Desert Summit (15-344) for a distance of 222.63 feet;

Thence leaving the Northerly boundary of said Desert Summit (15-344), North 82°33'19" East, 13.10 feet to the **TRUE POINT OF BEGINNING** of the parcel to be described;

Thence continuing North 82°33'19" East, 179.98 feet;

Thence North 06°17'32" West, 98.40 feet;

Thence South 81°37'15" West, 210.61 feet;

Thence South 24°13'08" East, 99.16 feet to **TRUE POINT OF BEGINNING**.

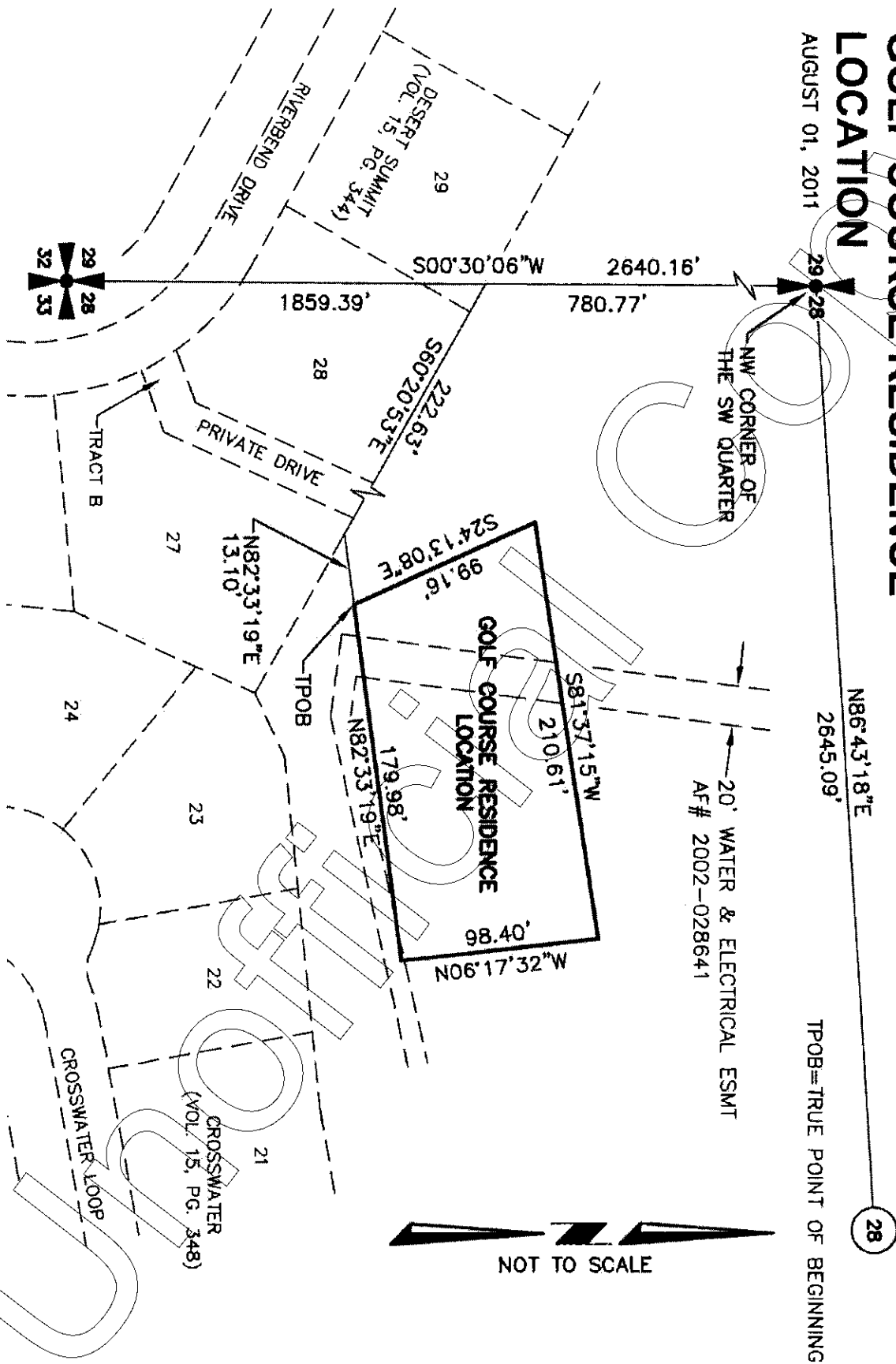
Containing: 18,899.46 square feet, (0.43 acres), more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

EXHIBIT "B"

GOLF COURSE RESIDENCE LOCATION

AUGUST 01, 2011



After Filing Return To:
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688
Attention: Thomas A. Goeltz

EXHIBIT C

DECLARATION OF RESTRICTIVE COVENANT FOR GOLF COURSE USE

Grantor(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Grantee(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Abbreviated Legal Description:	<u>Insert</u>
Additional legal description	See Exhibit A
Assessor's Property Tax Parcel Account Number(s):	<u>Insert</u>
Related Documents:	N/A

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") dated as of 7-15-05, 2005, is made by THE CITY OF RICHLAND, a Washington municipality (the "City"), and COLUMBIA GOLF ASSOCIATES, a Washington partnership ("CGA").

RECITALS

A. The City is in possession and control of that certain property commonly known as the Horn Rapids Golf Course, which is more particularly described in Exhibit A attached hereto (the "Golf Course Property"), in a trust capacity as the successful

bidder of a sheriff's sale, resulting from a local improvement district lien foreclosure proceeding.

B. The sheriff's certificate is subject to a redemption period of two years from the sale date of March 26, 2004, which redemption rights are held by CGA, the last owner of the Golf Course prior to foreclosure.

C. CGA and the City entered into that certain Final Agreement (Including Redemption Option) dated 7-15- 2005, pursuant to which the parties agreed to convey the Golf Course Property to CGA conditioned on the recording of a declaration to limit the use of the Golf Course Property, as provided herein.

DECLARATION

NOW, THEREFORE, the parties agree, covenant, and declare as follows:

1. **Golf Use Covenant.** The Golf Course Property, or any portion thereof, shall be used and operated only for a regulation length, 18 hole golf course, clubhouse and related facilities. For the purposes of this Declaration of Restrictive Covenant, "related facilities" shall include, but not necessarily be limited to, putting greens, driving ranges, satellite restrooms, cart barns, storage for golf related equipment/supplies, golf course maintenance buildings and yards, irrigation system infrastructure, caretaker/groundskeeper/security watchman accommodations, satellite food and beverage vending and service/concession facilities (fixed and mobile), conference, banquet, and food and beverage (including alcohol) service and dining facilities. No more than five overnight/short stay recreational vehicle parking and hook-ups to be used to support golf related activities (these hook-ups are not intended for commercial use unrelated to golf course activities), and complimentary accessory recreational facilities such as exercise/fitness center facilities. Permitted scope of "clubhouse" ancillary operations include, but are not limited to, providing a venue and catering for indoor and outdoor social and business functions, weddings, receptions, homeowner's association meetings, concert events, and otherwise functioning as a privately operated social club or community center. The parties also acknowledge that the Golf Course Property provides incidental easements for utilities, drainage, and access in support of residential housing in the vicinity of the Property, all as incidental permitted uses of the Property. Commercial uses expressly excluded within the intent of this covenant include, but are not limited to, providing overnight motel/hotel-type guest accommodations, ongoing gaming requiring permanent casino-type licensing, and operating as a tavern, bar, adult entertainment venue, or pool hall. The parties to this covenant acknowledge that the Golf Course Property is zoned as agricultural land and, if rezoned, the Golf Course Property could become a legal, non-conforming use under said new zoning scheme. In the event any of the uses expressly permitted by this Golf Course use covenant were legal uses when developed and should hereafter be deemed to be unpermitted uses under the agricultural zoning applicable to the property, such uses shall either be grandfathered uses if existing and legal at the time of this covenant,

or shall be uses requiring conditional use permit if proposed. Any proposed caretaker/groundskeeper/security watchman accommodations shall be classified as agricultural occupancies and expressly limited to a single residential unit or occupancy for the entire Golf Course Property, may not be segregated, platted, or conveyed separate from the Golf Course Property, and may not be offered as public accommodations or otherwise occupied except by current Golf Course employees and immediate families of current employees.

2. Covenant to Run With the Land. The covenant provided for herein shall run with the land and be binding upon the parties and all persons acquiring the Golf Course Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. The covenant provide for herein shall be for the benefit of the City, as a municipality with an interest in appropriate land uses and as the owner of adjoining or nearby property within the Horn Rapids area and development.

3. Enforcement. The City shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter.

4. Attorneys' Fees. In the event of litigation with respect to the enforcement or interpretation of this Declaration, including appeals, the prevailing party in such litigation shall be entitled to recover from the nonprevailing party the prevailing party's reasonable attorneys' fees, costs, and disbursements.

5. No Dedication or Gift; No Third Party Beneficiaries. Nothing in this Declaration shall be deemed a dedication or gift of any portion of the Golf Course Property to or for the benefit of the general public or for any public purpose whatsoever. This Declaration shall not be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto.

6. Entire Agreement. This Declaration constitutes the entire agreement of the parties as of the date hereof with respect to any matter described in this Declaration. No prior agreement, correspondence, or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof.

7. Amendment. No amendment or termination of this Declaration shall become effective until signed by the City and the owner of the Golf Course Property, acknowledged, and recorded in the real property records of Benton County, Washington.

8. Miscellaneous. The captions set forth in this Declaration are included for convenience of reference only and shall not in any way limit or affect the meaning or

interpretation of any terms or provisions of this Declaration. This Declaration shall be interpreted and construed under and governed by the laws of the State of Washington. Time is of the essence of this Declaration.

THE CITY OF RICHLAND, a Washington municipality	COLUMBIA GOLF ASSOCIATES, a Washington partnership
By: <u>William King</u>	By: Richland Golf Associates, a Washington general partnership
Its: <u>Acting City Manager</u>	Its: Managing Partner
	By: <u>Robert L. Soushet</u>
	Its: <u>President</u>

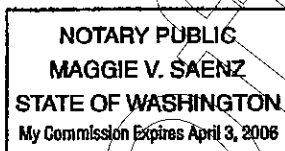
STATE OF WASHINGTON

COUNTY OF King

ss.

On this 15th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared Robert L. Soushet, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as President of COLUMBIA GOLF ASSOCIATES, a Washington partnership; and acknowledged said instrument to be his/her free and voluntary act and deed of said partnership for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Maggie V. Saenz
NOTARY PUBLIC in and for the State of Washington, residing at Black Diamond
My appointment expires 4/3/08
Print Name MAGGIE V. SAENZ

STATE OF WASHINGTON

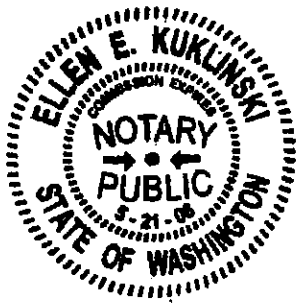
COUNTY OF BENTON

ss.

On this 18th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared William King, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as CITY MANAGER of THE CITY OF RICHLAND; and acknowledged said instrument to be the free and voluntary act and deed of the City for the uses and purposes therein mentioned.

Acting

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Ellen E. Kuklinski
NOTARY PUBLIC in and for the State of
Washington, residing at Richland
My appointment expires 5-21-08
Print Name Ellen E. Kuklinski

Exhibit 2

2005 Horn Rapids Golf Course Deed Restriction

Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Fri 5/1/2020 3:18 PM

To: Brad Rew <brad@galerew.com>; Craig Walker <walker@walkerheye.com>; Steve Lorence <stev lorence@hotmail.com>

📎 1 attachments (70 KB)

2005 Horn Rapids Covenant.pdf;

Brad, Craig & Steve:

Attached to this email you will find a letter addressing the 2005 Horn Rapids Golf Course Deed Restriction.

Steve: Please provide a copy to the other Crosswater Loop residents as I do not have email contacts for each of them.

Thank you,



Mike Stevens

Planning Manager

625 Swift Blvd., MS-35 | Richland, WA 99352

(509) 942-7596

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



CITY OF RICHLAND
DEVELOPMENT SERVICES DEPARTMENT
625 Swift Boulevard
Richland, WA 99352
Telephone (509) 942-7794
Fax (509) 942-7764

CI.RICHLAND.WA.US · 509-942-7390

May 1, 2020

HJBT Properties
Attn: Brad Rew
1413 Sunset St.
Richland, WA 99354

Craig Walker
Walker Heye Meehan Eisinger, PLLC
1333 Columbia Park Trail, Suite 220
Richland, WA 99352

RE: 2005 Horn Rapids Golf Course Restrictive Covenant

Dear Mr. Rew:

The City of Richland had recent occasion to evaluate the legal enforceability of the 2005 restrictive covenant encumbering the Horn Rapids Golf Course (the "Golf Course"). The City concludes that the 2005 restrictive covenant executed between the City and Columbia Golf Associates ("CGA") is unenforceable against the Golf Course's current owner because the land use agreement, although appearing in the public record, is missing a legal description, which is fatal to its enforceability and renders it void.

If you have any questions regarding this matter, please feel free to contact me at (509) 942-7596 or via email at mstevens@ci.richland.wa.us.

Sincerely,

Mike Stevens
Planning Manager
City of Richland
(509)942-7596
mstevens@ci.richland.wa.us

C: Steve Lorence
2858 Crosswater Loop
Richland, WA 99352

Exhibit 3









Exhibit 4















Exhibit 5

Wetlands Area - Crosswater Loop

Steve Lorence <stevelorence@hotmail.com>

Tue 4/2/2019 9:27 PM

To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Cc: Brian Blair <foz1011@hotmail.com>; Carol Libby <cdcollins@charter.net>; gailwintczak@yahoo.com <gailwintczak@yahoo.com>; John and Andrea DeMyer <ajanjj@aol.com>; Justin Swanson <justinrswanson@gmail.com>; Michele Stewart <michele@casastewart.com>; Rick Stewart <rick@casastewart.com>; O'Neill, Shane <soneill@CI.RICHLAND.WA.US>; Steve Gillespie <steve.gillespie@foster.com>; hunter_2006@msn.com <hunter_2006@msn.com>; Janelle Lorence <snackag@hotmail.com>; Jerry and Louise Peters <jlpet40@msn.com>; Larry Libby <lilibby@charter.net>

 1 attachments (1 MB)

<https://www.google.com/maps/@46.3212287,-119>.pdf;

Mike:

Sorry to bug you again. I know that the new Horn Rapids Golf course owner, Brad Rew has not filed any rezoning plans, but I wanted to provide you with some information regarding the property he plans on rezoning. I know you may have met with one of our neighbors, Carol Libby regarding this rezoning and she has provided you with some valuable information as to the impacts that may occur with his rezoning request.

I have attached a google satellite map that shows the location of the wetlands pond that is located behind our homes. The pond has been there for about 30 years and is home to many different wild life. We have the following types of animals and birds that frequent the the pond year round:

- Great Blue Herons
- White Egrets
- Many types of ducks, mallards
- Owls
- Hawk
- Merganser ducks
- Yellow headed blackbirds
- Frogs
- Muskrats
- Badgers
- Quayle
- Robins
- Morning doves
- Geese

Brad Rew had a meeting with some of us last week and informed us that one option he is considering is to fill in the pond and build townhomes on top of that property. He believes that he can do this now without any rezoning request to the city. We have a hard time accepting this from Brad and believe that he may have issues with doing this because it is a wetlands area. We would expect that the City of Richland would want to be sure that he is not violating any wetlands areas.

I just wanted to pass this along to you for your information and consideration.

Also, I know you will be contacting us if you get any rezoning requests from Brad, but is it possible to provide us with any timeline? I know he will be requesting to amend the City's Comprehensive Plan, but I heard that he may have missed the March 31st deadline to do that for 2019. Can you confirm that?

He also informed us that he is planning on requesting a rezoning of the PUD, but we understand that this may not be possible due to the designation by the city that the PUD is actually golf course property. Can you confirm that? I know I sent you the Commercial Licensing Agreement and the Final Agreement that may show that the PUD zoning is not accurate and the property in question is designated as golf course property.

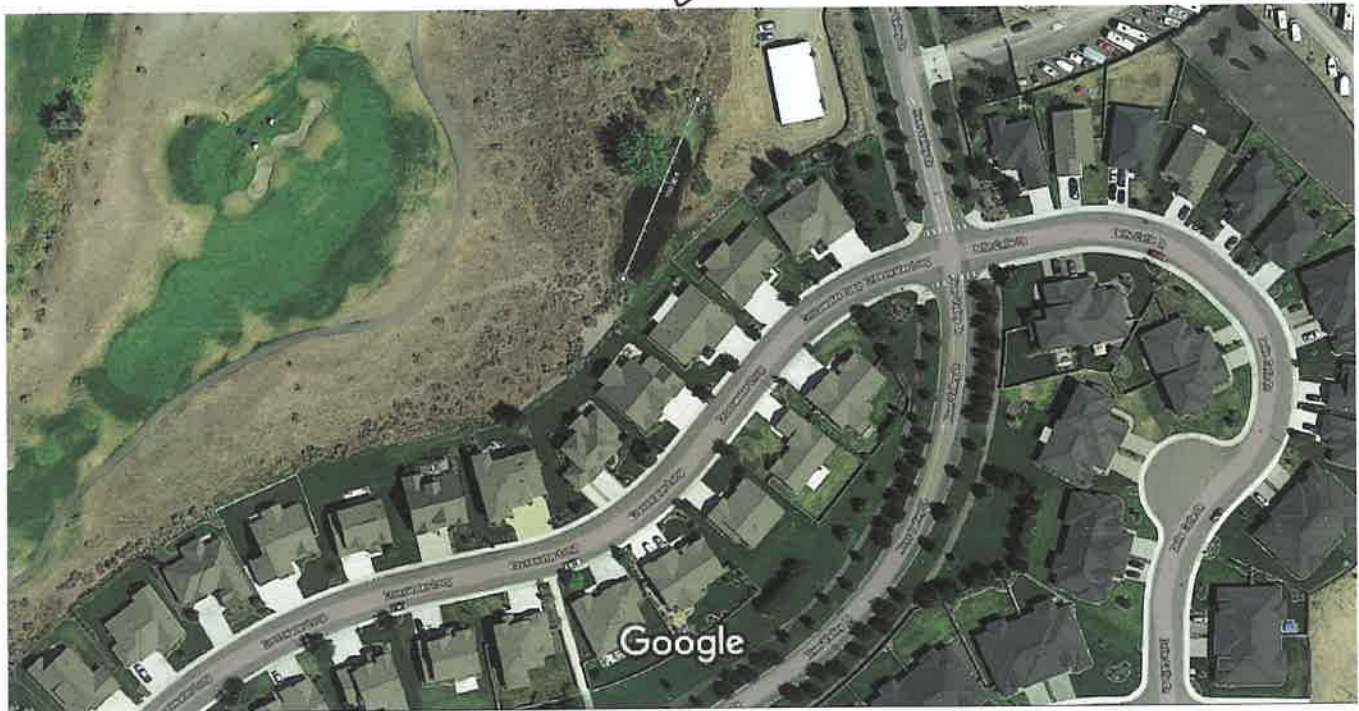
If you would like, I can come to your office to discuss in person. If you prefer that, please call my cell at 851-3761.

Thanks for your attention to this Mike and I look forward to hearing from you.

Steve Lorence
2858 Crosswater Loop

LOCATION OF POND

Google Maps



Imagery ©2019 DigitalGlobe, Map data ©2019 Google 50 ft

Measure distance

Total distance: 184.12 ft (56.12 m)

From: [Dennis Smith](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Townhome Development On Golf Course Property
Date: Wednesday, April 21, 2021 3:24:01 PM

To whom it may concern,

I am a homeowner in Horn Rapids and as such I am voicing my opinion by sending my 'vote of confidence' in support of Brad Rew (owner of Horn Rapids Golf Course) to be allowed to proceed with developing his property as it pertains to the 54 Town Homes proposed on the SE side of hole #18.

I understand there has been some contention amongst certain home owners regarding 'loss of view' and 'value' if this project moves forward. Now while I do sympathize with any homeowner who 'loses value' in their home/property due to development or whatever, I must side with the property owner's rights to develop their land if it is zoned appropriately to do so.

I feel that Mr. Rew has a good vision for the golf course community and I have seen him struggle for 2 yrs to get permitted to move forward with Townhomes construction while a huge apartment complex is being built across the street.

Bottom Line: If there was some shady realtor that told these view effected homeowners there would never be anything obstructing their view (on someone elses property) - they were being untruthful and the buyers were naive. As it stands, these homeowners would likely have the same complaint if there were trees planted along the golf course.

Please show us property owners still have rights in our community by allowing Mr. Brad Rew to move forward on his Townhome project as soon as possible.

Thanks for listening,
Dennis Smith

From: [Kelvin and Megan](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Golf Course
Date: Tuesday, April 20, 2021 1:26:02 PM

I am in full support of Brad Rew's plans to construct 54 Townhouses at Horn Rapids. The golf course is in dire need of upgrades and Brad Rew has bent over backwards to accommodate some pretty unreasonable requests by 3 home owners and the delays inflicted by the bureaucratic morass of City Hall. Do the right thing and give him the green light.

Kelvin Soldat

From: [Adele Sorensen](#)
To: [Stevens, Mike](#)
Subject: Horn rapids town homes
Date: Tuesday, April 20, 2021 4:39:52 PM

Thank you for allowing those of us that support the construction of these much wanted town homes to voice our feelings. Many of us went to council meetings when Brad Rew sought permission to build the town homes. We own our second home in Horn Rapids and first built 27 years ago. There was lots of construction early on, then a decline and very little growth for several years. We were so excited when construction began again, There was new life and new friends. We are energized by this new growth. As golfers, from the beginning of horn rapids the course has gone through rough times but came alive when Brad Rew finally bought the course and showed an interest in this most interesting course. I can't tell you how thrilled we were to see his plans for the course. It most definitely when enhance the development and increase the value for nearly all property owners. The quality of life in the community we love so much will be improved and consequently enjoyed by so many families. Even our grand children play golf and swim and play here. Please allow the construction of the homes to go forward as planned. We have many friends who have wanted to live there , it's a perfect addition to our Horn Rapids community that we have loved for so many years.

Sincerely, Adele Sorensen
3007 Riverbend Dr., Richland ,Wa
Adeles123@msn.com
509-521-2553

Get [Outlook for iOS](#)

From: [Jeanette Standley](#)
To: [Stevens, Mike](#)
Subject: Townhouses at Horn Rapids Community
Date: Wednesday, April 21, 2021 8:47:32 PM

We aren't golfers, but we both agree town homes would not only bring a little extra income to Horn Rapids, people like us, that are getting older, and either can no longer take care of our lawns like we used to when younger, or would just for one reason or another would like to financially downsize to a smaller condo size unit to live in. It would also give a nicer look to the area now used as a parking lot covered in weeds.

John and Jeanette Standley, 2236 Copperleaf Street, in Horn Rapids

Sent from my iPad

From: [Merri Steward](#)
To: [Stevens, Mike](#)
Cc: Brad@hornrapidsgolfcourse.com
Subject: Horn Rapids 54 Townhome Project
Date: Monday, April 26, 2021 9:54:13 AM

City of Richland,

We support construction of the Horn Rapids Townhome Project as proposed by Brad Rew (54 Town Homes at Horn Rapids Golf Course.)

A master planned Golf Course Community is the sign that greets you when entering the main entrance of the Horn Rapids Community off Highway 240. Being advertised as a Golf Course Community one expects a prestigious golf course.

For years, the Horn Rapids Golf Course has not even been close to a prestigious golf course. One could almost say it was an eyesore of a golf course. Then along came Brad Rew, his vision of what can be is inspiring. His video on the Horn Rapids Golf Course website, is an excellent plan to make Horn Rapids Golf Course a prestigious course.

We fully support his efforts to enhance and upgrade the Horn Rapids Golf course and Clubhouse. The improvements he has already started have helped the golf course, but much, much more is needed and by the building of these townhomes and using those profits from their sale will make Horn Rapids Golf Course the “jewel in the desert” as was originally planned.

Meanwhile, the City of Richland is supporting and permitting new housing developments all over the Horn Rapids Golf Course. More new houses will mean more players using the course/facilities. The City needs to support and permit this Townhome Project as designed to ensure the Horn Rapids Golf Community can continue to grow.

We support Brad Rew and his Townhome Project Plan.

Sincerely,

Bill and Merri Steward
2376 Delle Celle Dr
Richland

From: [Rick Stewart](#)
To: [Stevens, Mike](#)
Subject: Request to Provide Comments at May 10th Hearing
Date: Monday, April 26, 2021 12:21:06 PM
Attachments: [Notice of Application.pdf](#)

Mike:

This is our official notice that I would like to speak at the May 10th hearing as directed by the attached notice. Please confirm that you have received my request and that we will be able to provide my comments. Thanks.

Also can you confirm that we have until 5/9/2021 6:00pm for written comments?

Rick & Michele Stewart
2870 Crosswater Loop
Richland, WA



CITY OF RICHLAND NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING AND OPTIONAL DNS (PUD2021-101 & EA2020-133)

Notice is hereby given that HJBT Properties have filed an application for a 54-unit Planned Unit Development referred to as The Links Residence at Horn Rapids. The site is generally located at 2800 Clubhouse Lane, Richland, WA. The specific location of the proposed development is along the eastern boundary of the 18th hole of Horn Rapids Golf Course and south of the existing pro-shop.

The Richland Hearings Examiner will conduct a virtual public hearing and review of the application at 6:00 p.m., Monday, May 10, 2021. All interested parties are invited to participate in the virtual public hearing by visiting the City of Richland website (www.ci.richland.wa.us).

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

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 Boulevard, MS-35, Richland, WA 99352. Comments may also be emailed to mstevens@ci.richland.wa.us. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Written comments will be allowed to be submitted up to 6:00 p.m., Sunday, May 9, 2021. Written comments received after the cut-off time will not be accepted; however verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration, Title 23 Zoning and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Vicinity Map

Item: Planned Unit Development (Zoning)
Applicant: HJBT Properties
File #: PUD2020-101



From: [Linda Strand](#)
To: [Stevens, Mike](#)
Subject: Support for New Town Homes in Horn Rapids
Date: Thursday, April 22, 2021 1:58:46 PM

We are in favor of having the 54 town homes built in Horn Rapids by Brad Rew and Company. We have been impressed with the progress and improvements that he has made since purchasing the golf course however know that the town homes are needed to provide additional funds for more improvements. The area in which they are planned will greatly improve the entrance to our Horn Rapids community.

Please approve this request.

Linda and David Strand
3080 Bluffs Dr.
Richland, WA

From: [Tom Harper](#)
To: [Stevens, Mike](#)
Cc: brad@galerew.com
Subject: Support for Horn Rapids Townhomes
Date: Friday, April 23, 2021 10:53:32 AM

Mr. Stevens,

I support Brad Rew's plan for building 54 town homes at Horn Rapids.

This development will enhance the HR community and support the financial viability of the golf course both of which are positive for the City of Richland.

As I previously testified in public hearings this plan makes good business sense aligning perfectly with the City of Richland commercial and residential plans for this sector of Richland.

Thanks in advance for your consideration and support.

Thomas Harper
2598 Tilden Court
Richland, WA 99354
(509) 554-7116

From: [Terrie Marshall](#)
To: [Stevens, Mike](#)
Subject: Speaking at the May 10th Public Hearing
Date: Monday, April 26, 2021 3:22:43 PM

I would like to speak at the May 10th Public Hearing PUD2021-101 & EA2020-133. I would also like to be notified of any decisions pertaining to this application.

Thank you,
Terrie Marshall

From: [R Traeger](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town homes
Date: Tuesday, April 20, 2021 2:01:17 PM

As a resident of the Horn Rapids community I would like to voice my support for the proposed town homes to be built on golf course property.

Sincerely,

Richard Traeger
2985 Sawgrass Loop
Richland, Wa. 99354

From: [Shelly TUCKER](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Thursday, April 29, 2021 4:41:59 PM

I would like to voice my support for the proposed town home development at Horn Rapids. I support Brad's decision to build where the current parking lot and shop are. With the new entrance and the new round-about, I think the community can support the extra traffic, etc.

As a side note, because of additional commercial traffic, I think the speed limit needs to be lowered from 55 to 45 mph from the city dump into Richland.

Thank you,
Michele Tucker
2931 Tuscanna Dr (Horn Rapids)

From: [Charles Wagner](#)
To: [Stevens, Mike](#)
Subject: horn rapids golf course
Date: Thursday, April 22, 2021 12:15:06 PM

this is in support of brad rew building his/our townhouses chuck wagner

From: [lee walmsley](#)
To: [Stevens, Mike](#)
Subject: townhouses
Date: Tuesday, April 20, 2021 7:21:09 PM

54 townhouses! Where are these going to be built? The original concept of the townhouses did not appear to encompass that many building sites. That much growth will impact the traffic, the fairly comfortable atmosphere of Horn Rapids at this juncture.

From: [Robert Watkins](#)
To: [Stevens, Mike](#)
Subject: New Town Homes at Horn Rapids
Date: Saturday, April 24, 2021 12:17:01 PM

Mr. Stevens -

I want to voice my support for Brad Rew's proposed town home development at Horn Rapids. I have lived in Horn Rapids for the past 10 years, and I think the new town homes would be a great addition to the housing choices in our neighborhood. I may even consider one for myself going forward.

Sincerely,

Robert Watkins
2940 Sedona Circle
Richland, WA 99354

360-531-4840

From: [Ron Webb](#)
To: [Stevens, Mike](#)
Subject: New Town Homes at Horn Rapids
Date: Saturday, April 24, 2021 10:43:46 AM

Dear Mr. Stevens,

Just letting you know that I'm against the new changes for this development. When the idea was originally brought to the residents, I was in agreement. However now with the newer plan, way too many people will be negatively impacted, especially those living on Crosswater. The excessive traffic at the front of this community is also a great concern. I do not live on this road, but I am a resident of Horn Rapids.

Kind Regards,

Ron Webb

From: [Mark Wilk](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Home Project
Date: Friday, April 23, 2021 7:30:00 AM

Good morning,

As a resident in Horn Rapids since November 2017, first as a renter and now as a homeowner, I would like to voice my support for allowing this project moving forward. I have seen both good and bad conditions here in Horn Rapids and while significant progress has been made on the bad conditions there is still more work to be done. It is my belief that this project would assist in this area.

Thank you,

Mark A. Wilk
wilkm@uw.edu
(682) 220-3584
3167 Wild Canyon Way

From: [Gail Wintczak](#)
To: [Stevens, Mike](#)
Subject: Crosswater Loop
Date: Wednesday, April 7, 2021 2:23:26 PM

Good afternoon, Mike.

This Gail Wintczak, 2852 Crosswater. I would like to be kept informed as to what is happening behind my house...

Thank you.

Gail

Sent from my iPhone

From: [Thomas Wright](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids town homes
Date: Wednesday, April 21, 2021 2:56:27 PM

We want to express our support for the building of the town homes proposed at the Horn Rapids golf club as per the plan by Mr. Rew. We believe the improved amenities at the course as a result of these homes will improve values of homes in Horn Rapids.

Tom and Joan Wright
3095 Deserthawk Loop (Grayhawk subdivision in Horn Rapids)
Richland WA 99354



Aviation Division
7702 Terminal St SW
Tumwater, WA 98501
360-709-8015 / FAX: 360-709-8009
Toll Free: 1-800-552-0666
TTY: 1-800-833-6388
www.wsdot.wa.gov

April 26, 2021

City of Richland Development Services
625 Swift Blvd, MS-35
Richland, WA 99352

RE: NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING AND OPTIONAL DNS
(PUD2021-101 & EA2020-133)

Dear Mr. Stevens

Thank you for allowing the Washington State Department of Transportation (WSDOT) Aviation Division to provide input on the PUD2021-101 & EA2020-133 application.

The Links Residence at Horn Rapids is in the airport influence area of the Richland Municipal Airport and is within Zone 6 of the WSDOT Land-Use Compatibility zones. Residential developments are allowed in Zone 6. However, development plans in this zone should be reviewed to ensure that they will not create a height hazard obstruction, smoke, glare, electronic, wildlife attractants or other airspace hazards.

We appreciate the opportunity to offer written comments. Our office is available for any questions or further discussions. Please don't hesitate to contact me at 360-890-5258 or plattst@wsdot.wa.gov.

Sincerely,

Thomas S. "Max" Platts
Aviation Planner
360-890-5258
plattst@wsdot.wa.gov



April 29, 2020

City of Richland
625 Swift Blvd.
Richland, WA 99352

Attn: Mike Stevens, Planning Manager

RE: PUD2021-101 – The Links Residence at Horn Rapids
SR 240 MP 26.91 Rt. – Kingsgate Way

We have reviewed the proposed project and have the following comments.

- The subject property is in the vicinity of State Route 240 (SR 240), a partially controlled limited access facility with a posted speed limit of 55 miles per hour. WSDOT has acquired all access rights to the highway. Direct access is restricted solely to the SR 240/Kingsgate Way intersection or other public road intersections.
- Currently, the SR 240/Kingsgate Way intersection operates within acceptable safety and operational thresholds. It is to the benefit of the city, state, and future residents to preserve this intersection's efficiency.
- The proponent is proposing residential development in an area with existing traffic noise. SR 240 is an existing facility and the proponent and future residents should expect traffic noise to continue into the future. Further, as an essential public facility, SR 240 may need to be expanded to accommodate future traffic growth. It is the developer's responsibility to dampen or deflect any traffic noise for this development.

Thank you for the opportunity to review and comment on this proposal. If you have any questions regarding this letter, please contact Jacob Prilucik at (509) 577-1635.

Sincerely,

Paul Gonseth, P.E.
Region Planning Engineer

PG: jjp

cc: SR 240, File #2021_002
Kara Shute, Area 3 Maintenance Superintendent

2011-024381 MULTI
08/30/2011 12:01:54 PM Pages: 12 Fee: \$135.00
Cascade Title
Benton County, Benton County Auditor's Office

EXCISE TAX NOT REQUIRED
BENTON COUNTY EXCISE TAX DIVISION
BY B. Murray DEPUTY
EASEMENT 8/30/11

**AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:**

CASCADE TITLE CO.

Joel R. Comfort
Miller, Mertens, Comfort,
Wagar & Kreutz, PLLC
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

MISC 11-412 (1)

Reference numbers of related documents:

Grantors: Columbia Golf Associates, a Washington partnership;
North Stone Richland, LLC

Grantees: Columbia Golf Associates, a Washington partnership;
North Stone Richland, LLC

Abbreviated Legal Description: A portion of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington

Additional legal description: See Exhibit "A"

Assessor's Tax Parcel ID Numbers: 128082000001001; 128083000001003

**DECLARATION OF RESTRICTIVE COVENANT FOR
CARETAKER/GROUNDSKEEPER/SECURITY WATCHMAN ACCOMMODATIONS and
ACCESS AND UTILITY EASEMENT**

WHEREAS, Columbia Golf Associates, a Washington partnership ("CGA") and the City of Richland executed a Declaration of Restrictive Covenant for Golf Course Use on July 15, 2005 (a true and correct copy of which is attached hereto as Exhibit C), which permitted CGA to construct a single residential unit on the Golf Course Property for caretaker/groundskeeper/security watchman accommodations; and

WHEREAS, North Stone Richland, LLC is the property developer for the residential developments surrounding the Golf Course Property, and needs to have certainty regarding the building site for the caretaker/groundskeeper/security watchman accommodations for planning purposes, and to give notice to future purchasers of the affected residential lots which may be impacted by the caretaker/groundskeeper/security watchman accommodations;

WHEREAS, North Stone Richland, LLC and CGA have conferred regarding the building site for the caretaker/groundskeeper/security watchman accommodations, and North Stone Richland has set aside land to serve as a private driveway to provide CGA with access to the building site and future residence;

NOW, THEREFORE, the parties agree, covenant, and declare as follows:

Section 1. Building Site Covenant. In addition to the covenants set forth in the Declaration of Restrictive Covenant for Golf Course Use, dated July 15, 2005, CGA agrees and covenants to locate the building site for the caretaker/groundskeeper/security watchman accommodations on the Golf Course Property in the location described in Exhibit A hereto, and depicted on Exhibit B. CGA may not relocate the building site without the express written consent of North Stone Richland, LLC.

Section 2. Access Easement. In consideration for CGA's covenant to locate the building site as described on Exhibit A, and depicted on Exhibit B, North Stone Richland, LLC hereby conveys to CGA a 20-foot easement for ingress and egress and for utilities between Lot 27 and Lot 28, as depicted on the Plat of Desert Summit, Records of Benton County, and depicted as "Tract B" on Exhibit B hereto. The cost of constructing, maintaining, and improving the easement shall be borne by CGA.

Section 3. Covenant to Run With the Land. The covenants provided for herein shall run with the land and be binding upon the parties, their successors in interest, and all persons acquiring the Golf Course Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise.

Section 3. Enforcement. The parties shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter. In the event of litigation with respect to the enforcement or interpretation of this Declaration, including appeals, the prevailing party in such litigation shall be entitled to recover from the nonprevailing party the prevailing party's reasonable attorneys fees, costs, and disbursements.

DATED this 25 day of Aug, 2011.

COLUMBIA GOLF ASSOCIATES ,
A Washington Partnership

By: Robert L. Soushek
Robert L. Soushek, Managing Partner

NORTH STONE RICHLAND, LLC

See attached

By: _____
Stew Stone, Member

By: _____
Ronald Bochsler, Managing Member of
Santiam Development Company, LLC

STATE OF WA

COUNTY OF King

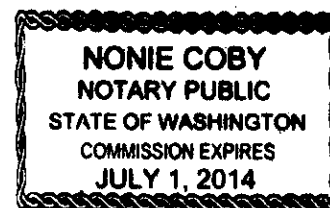
On this 25 day of Aug, 2010, before me, the undersigned Notary Public in and for the State of WA duly commissioned and sworn, personally appeared ROBERT SOUSHEK, to me known to a partner of Columbia Golf Associates, the Washington partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of partnership, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said partnership.

Witness my hand and official seal hereto affixed the day and year first above written.

Nonie Coby
NOTARY PUBLIC in and for the State of

WA, residing at Black Diamond
My Commission Expires: July 1, 2014

DECLARATION OF RESTRICTIVE COVENANT
AND ACCESS AND UTILITY EASEMENT, Page 3 of 4



DATED this 25th day of August, 2011.

COLUMBIA GOLF ASSOCIATES ,
A Washington Partnership

NORTH STONE RICHLAND, LLC

By: _____
Robert L. Soushek, Managing Partner

By: Stew Stone
Stew Stone, Member

By: Ronald Bochsler
Ronald Bochsler, Managing Member of
Santiam Development Company, LLC

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 2010, before me, the undersigned Notary Public in and for the State of _____ duly commissioned and sworn, personally appeared ROBERT SOUSHEK, to me known to a partner of Columbia Golf Associates, the Washington partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of partnership, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said partnership.

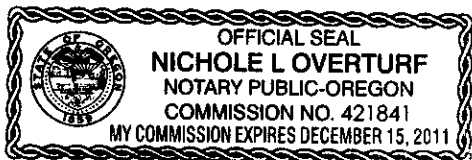
Witness my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of _____
_____, residing at _____
My Commission Expires: _____

STATE OF Oregon)
COUNTY OF Marion) §

On this 25 day of August, 2011, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Nichole L Overturf
NOTARY PUBLIC in and for the State of
Oregon, residing at Salem
My Commission Expires: December 15, 2011

STATE OF Oregon)
COUNTY OF Lincoln) §

On this 26th day of August, ~~2010~~ ²⁰¹¹, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared RONALD BOCHSLER, to me known to Managing Member of Santiam Development Company, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Kay E. Vorpahl
NOTARY PUBLIC in and for the State of
Oregon, residing at Silverton, Oregon
My Commission Expires: 3/21/14

August 01, 2011

EXHIBIT A
GOLF COURSE RESIDENCE LOCATION

A parcel of land lying in a portion of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Beginning at the Northwest corner of the Southwest quarter of said Section 28 as shown in Desert Summit, according to the Plat thereof, recorded in Volume 15 of Plats, page 344, Records of Benton County, Washington;

Thence South $00^{\circ}30'06''$ West along the West line of the Southwest quarter of said Section 28 for a distance of 780.77 feet to a point on the Northerly boundary of Lot 29, Desert Summit (15-344);

Thence leaving the West line of the Southwest quarter of said Section 28, South $60^{\circ}23'53''$ East along the Northerly boundary of said Desert Summit (15-344) for a distance of 222.63 feet;

Thence leaving the Northerly boundary of said Desert Summit (15-344), North $82^{\circ}33'19''$ East, 13.10 feet to the **TRUE POINT OF BEGINNING** of the parcel to be described;

Thence continuing North $82^{\circ}33'19''$ East, 179.98 feet;

Thence North $06^{\circ}17'32''$ West, 98.40 feet;

Thence South $81^{\circ}37'15''$ West, 210.61 feet;

Thence South $24^{\circ}13'08''$ East, 99.16 feet to **TRUE POINT OF BEGINNING**.

Containing: 18,899.46 square feet, (0.43 acres), more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

AUGUST 01, 2011

29-28

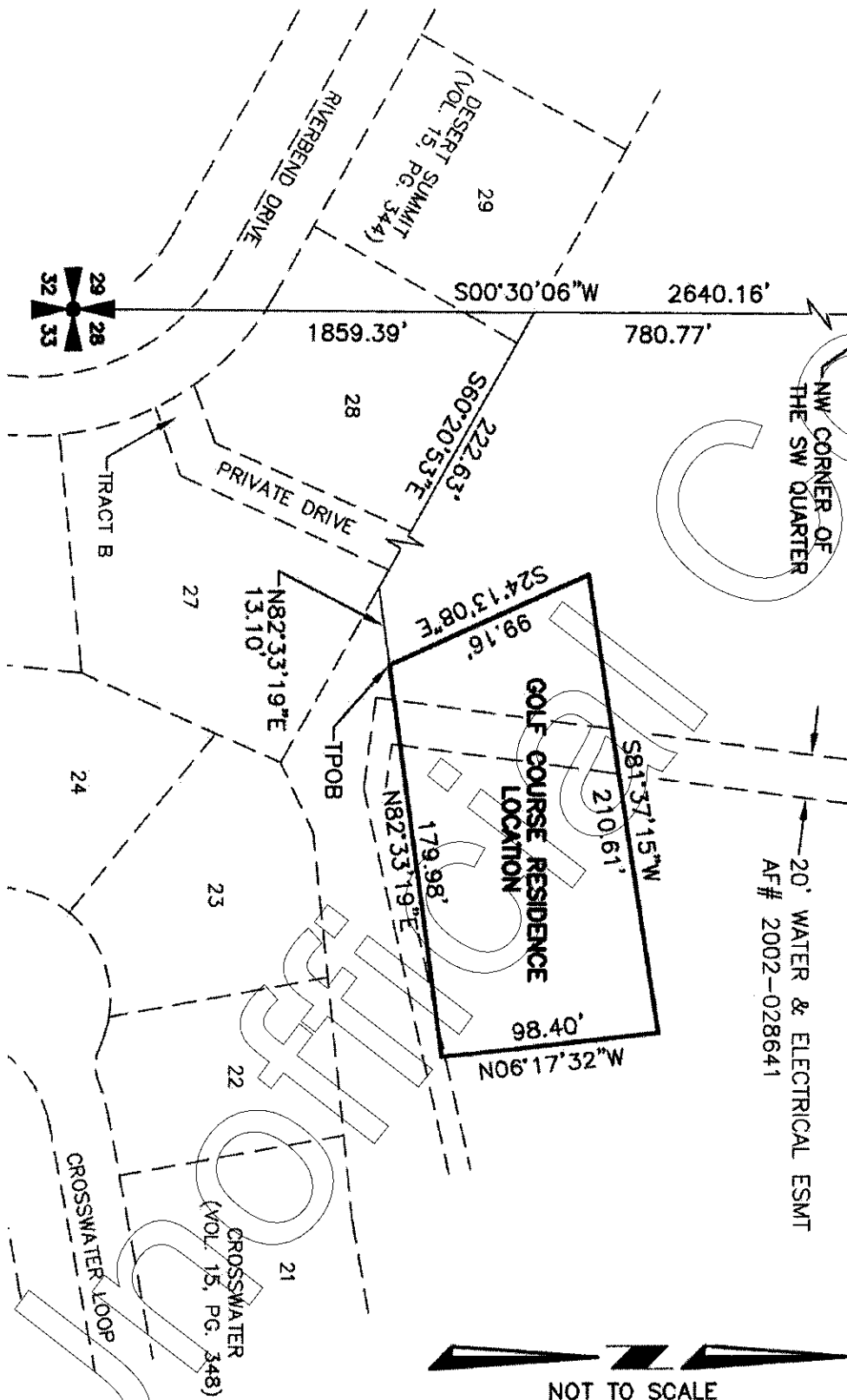
28

TPOB=TRUE POINT OF BEGINNING

THE SW QUARTER
-NW CORNER OF

-20' WATER & ELECTRICAL ESMT
AF# 2002-028641

NOT TO SCALE



After Filing Return To:
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688
Attention: Thomas A. Goeltz

EXHIBIT C

DECLARATION OF RESTRICTIVE COVENANT FOR GOLF COURSE USE

Grantor(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Grantee(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Abbreviated Legal Description:	<u>Insert</u>
Additional legal description	See Exhibit A
Assessor's Property Tax Parcel Account Number(s):	<u>Insert</u>
Related Documents:	N/A

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") dated as of 7-15-05, 2005, is made by THE CITY OF RICHLAND, a Washington municipality (the "City"), and COLUMBIA GOLF ASSOCIATES, a Washington partnership ("CGA").

RECITALS

A. The City is in possession and control of that certain property commonly known as the Horn Rapids Golf Course, which is more particularly described in Exhibit A attached hereto (the "Golf Course Property"), in a trust capacity as the successful

bidder of a sheriff's sale resulting from a local improvement district lien foreclosure proceeding.

B. The sheriff's certificate is subject to a redemption period of two years from the sale date of March 26, 2004, which redemption rights are held by CGA, the last owner of the Golf Course prior to foreclosure.

C. CGA and the City entered into that certain Final Agreement (Including Redemption Option) dated 7-15- 2005, pursuant to which the parties agreed to convey the Golf Course Property to CGA conditioned on the recording of a declaration to limit the use of the Golf Course Property, as provided herein.

DECLARATION

NOW, THEREFORE, the parties agree, covenant, and declare as follows:

1. **Golf Use Covenant.** The Golf Course Property, or any portion thereof, shall be used and operated only for a regulation length, 18 hole golf course, clubhouse and related facilities. For the purposes of this Declaration of Restrictive Covenant, "related facilities" shall include, but not necessarily be limited to, putting greens, driving ranges, satellite restrooms, cart barns, storage for golf related equipment/supplies, golf course maintenance buildings and yards, irrigation system infrastructure, caretaker/groundskeeper/security watchman accommodations, satellite food and beverage vending and service/concession facilities (fixed and mobile), conference, banquet, and food and beverage (including alcohol) service and dining facilities. No more than five overnight/short stay recreational vehicle parking and hook-ups to be used to support golf related activities (these hook-ups are not intended for commercial use unrelated to golf course activities), and complimentary accessory recreational facilities such as exercise/fitness center facilities. Permitted scope of "clubhouse" ancillary operations include, but are not limited to, providing a venue and catering for indoor and outdoor social and business functions, weddings, receptions, homeowner's association meetings, concert events, and otherwise functioning as a privately operated social club or community center. The parties also acknowledge that the Golf Course Property provides incidental easements for utilities, drainage, and access in support of residential housing in the vicinity of the Property, all as incidental permitted uses of the Property. Commercial uses expressly excluded within the intent of this covenant include, but are not limited to, providing overnight motel/hotel-type guest accommodations, ongoing gaming requiring permanent casino-type licensing, and operating as a tavern, bar, adult entertainment venue, or pool hall. The parties to this covenant acknowledge that the Golf Course Property is zoned as agricultural land and, if rezoned, the Golf Course Property could become a legal, non-conforming use under said new zoning scheme. In the event any of the uses expressly permitted by this Golf Course use covenant were legal uses when developed and should hereafter be deemed to be unpermitted uses under the agricultural zoning applicable to the property, such uses shall either be grandfathered uses if existing and legal at the time of this covenant,

or shall be uses requiring conditional use permit if proposed. Any proposed caretaker/groundskeeper/security watchman accommodations shall be classified as agricultural occupancies and expressly limited to a single residential unit or occupancy for the entire Golf Course Property, may not be segregated, platted, or conveyed separate from the Golf Course Property, and may not be offered as public accommodations or otherwise occupied except by current Golf Course employees and immediate families of current employees.

2. Covenant to Run With the Land. The covenant provided for herein shall run with the land and be binding upon the parties and all persons acquiring the Golf Course Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. The covenant provide for herein shall be for the benefit of the City, as a municipality with an interest in appropriate land uses and as the owner of adjoining or nearby property within the Horn Rapids area and development.

3. Enforcement. The City shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter.

4. Attorneys' Fees. In the event of litigation with respect to the enforcement or interpretation of this Declaration, including appeals, the prevailing party in such litigation shall be entitled to recover from the nonprevailing party the prevailing party's reasonable attorneys' fees, costs, and disbursements.

5. No Dedication or Gift; No Third Party Beneficiaries. Nothing in this Declaration shall be deemed a dedication or gift of any portion of the Golf Course Property to or for the benefit of the general public or for any public purpose whatsoever. This Declaration shall not be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto.

6. Entire Agreement. This Declaration constitutes the entire agreement of the parties as of the date hereof with respect to any matter described in this Declaration. No prior agreement, correspondence, or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof.

7. Amendment. No amendment or termination of this Declaration shall become effective until signed by the City and the owner of the Golf Course Property, acknowledged, and recorded in the real property records of Benton County, Washington.

8. Miscellaneous. The captions set forth in this Declaration are included for convenience of reference only and shall not in any way limit or affect the meaning or

interpretation of any terms or provisions of this Declaration. This Declaration shall be interpreted and construed under and governed by the laws of the State of Washington. Time is of the essence of this Declaration.

THE CITY OF RICHLAND, a Washington municipality	COLUMBIA GOLF ASSOCIATES, a Washington partnership
By: <u>William King</u>	By: Richland Golf Associates, a Washington general partnership
Its: <u>Acting City Manager</u>	Its: Managing Partner
	By: <u>Robert L. Soushet</u>
	Its: <u>President</u>

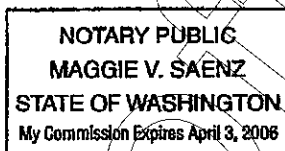
STATE OF WASHINGTON

COUNTY OF King

ss.

On this 15th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared Robert L. Soushet, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as President of COLUMBIA GOLF ASSOCIATES, a Washington partnership; and acknowledged said instrument to be his/her free and voluntary act and deed of said partnership for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Maggie V. Saenz
NOTARY PUBLIC in and for the State of Washington, residing at Black Diamond
My appointment expires 4/3/08
Print Name MAGGIE V. SAENZ

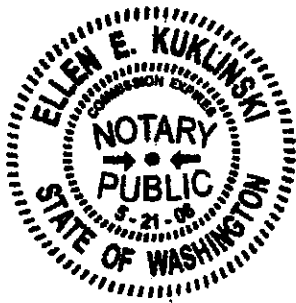
STATE OF WASHINGTON

COUNTY OF BENTON

ss.

On this 18th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared William King, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as CITY MANAGER of THE CITY OF RICHLAND; and acknowledged said instrument to be the free and voluntary act and deed of the City for the uses and purposes therein mentioned.

Acting
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Ellen E. Kuklinski
NOTARY PUBLIC in and for the State of
Washington, residing at Richland
My appointment expires 5-21-08
Print Name Ellen E. Kuklinski



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
1250 West Alder Street • Union Gap, Washington 98903-0009 • (509) 575-2490

May 4, 2021

Mike Stevens
City of Richland
PO Box 190
Richland, WA 99352

Re: SEPA Register 202101540, PUD2021-101, EA2020-133

Dear Mike Stevens:

Thank you for the opportunity to comment during the Optional Determination of Non Significance process for The Links Residence at Horn Rapids, proposed by HJBT Properties. We have reviewed the documents and have the following comments.

WATER QUALITY

Project with Potential to Discharge Off-Site

If your project anticipates disturbing ground with the potential for stormwater discharge off-site, the NPDES Construction Stormwater General Permit is recommended. This permit requires that the SEPA checklist fully disclose anticipated activities including building, road construction and utility placements. Obtaining a permit may take 38-60 days.

The permit requires that a Stormwater Pollution Prevention Plan (Erosion Sediment Control Plan) shall be prepared and implemented for all permitted construction sites. These control measures must be able to prevent soil from being carried into surface water and storm drains by stormwater runoff. Permit coverage and erosion control measures must be in place prior to any clearing, grading, or construction.

In the event that an unpermitted Stormwater discharge does occur off-site, it is a violation of Chapter 90.48 RCW, Water Pollution Control and is subject to enforcement action.

More information on the stormwater program may be found on Ecology's stormwater website at: <http://www.ecy.wa.gov/programs/wq/stormwater/construction/>. Please submit an application or contact Lloyd Stevens Jr. at the Dept. of Ecology, (509) 574-3991 or email lloyd.stevensjr@ecy.wa.gov, with questions about this permit.

Sincerely,

A handwritten signature in blue ink that reads "Gwen Clear".

Gwen Clear
Environmental Review Coordinator
Central Regional Office
(509) 575-2012
crosepa@ecy.wa.gov



1111 Third Avenue
Suite 3000
Seattle, WA 98101

Main: 206.447.4400
Fax: 206.447.9700
foster.com

Direct Phone (206) 447-5942
Direct Facsimile (206) 749-1946
steve.gillespie@foster.com

May 8, 2021

Via Email and U.S. Mail

Mr. Mike Stevens
Planning Manager
City of Richland – Development Services
625 Swift Blvd. MS-35
Richland, WA 99352

Re: Public comment for PUD Application Project No. PUD2021-101

Dear Mr. Stevens:

Thank you for the opportunity to provide public comment on the proposed Planned Unit Development known as The Links Residence at Horn Rapids (the “Project”) located along the easterly boundary of the 18th hole of Horn Rapids Golf Course at 2800 Clubhouse Lane, Richland, WA (the “Property”). This law firm represents a coalition of neighbors who live on Crosswater Loop in the Horn Rapids development immediately surrounding the proposed Project. This letter details our clients’ serious concerns about the Project’s proposed change in use, its relationship to the surrounding area, including the Crosswalk Loop residences, and impacts on existing open spaces and habitat.

For the reasons explained below, we ask that the Hearing Examiner recommend that Council approve the PUD on the condition that the Applicant not develop lots 19-32 and the vehicle turnaround from the site plan, and preserve that area, including the pond, as open space and wildlife habitat. This would allow the Applicant to earn a tidy profit from selling 40 homes on land they knew was unbuildable when they purchased the property, while still protecting the interests of the community.

This request should not come as news to the Applicant, as our clients have spent the better part of two years sharing their ideas with the Applicant via email without receiving any meaningful response. The Applicant met with our clients in April of 2019, after which our clients proposed a similar compromise to the one they ask Council to adopt now, but were met with a silence that persists two years later.

Approximately eighteen months ago, as Council discussed the Applicant’s proposed Comprehensive Plan amendment that would allow a PUD application, every City Councilmember instructed the Applicant to work with the Crosswater Loop neighbors in an effort to seek a compromise design that could benefit all stakeholders. That did not happen. The Crosswater Loop neighbors reached out to the Applicant multiple times, hoping to start a conversation about compromise designs that would enable the Applicant to earn a reasonable

profit while minimizing harm, but the Applicant refused to respond. As discussed below, the site plan supporting the current application is actually worse for the Crosswater Loop neighbors than earlier site plans the Applicant had floated in the spring of 2019.

The project as proposed would generate a windfall profit for the Applicant at the expense of the Crosswater Loop neighbors. More than a decade before the Applicant purchased the golf course, the City itself had placed that Restrictive Covenant on the property that prohibited any development had on the open space where the Applicant now proposes to build 54 homes, and both the Applicant and the seller believed the land was unbuildable. A copy of the Restrictive Covenant is Attachment 1 to this letter. The Applicant was aware of the Restrictive Covenant prior to purchasing and developing the Property, and believed (as did the seller) that the Restrictive Covenant remained in effect. Attachment 2 to this letter is the Applicant's initial application for a Comprehensive Plan amendment, in which the Applicant acknowledged at the Restrictive Covenant in writing and professed to "have no desire to breach" it. Attachment 2 at ¶ 6.e. The purchase price for the golf course was necessarily based in part on the fact the Restrictive Covenant rendered the land non-buildable.

The Applicant is an experienced developer, and presumably would not have paid a price for the land that would prevent a reasonable profit even *with* the Restrictive Covenant in place. The Applicant believed he would have to negotiate with the neighbors and the City to lift the restrictive covenant to allow construction of even one home, let alone the 40 our clients believe is reasonable or the 54 the Applicant now seeks. Now, the Applicant sees an opportunity for a windfall based on an alleged legal technicality in the Restrictive Covenant, but every dollar that the Applicant makes on the homes that block the Crosswater neighbors' view will come out of the Crosswater neighbors' pockets.

We disagree with the interpretation of the Applicant's attorney that the Restrictive Covenant is unenforceable; even if the restrictive covenant is flawed due to a technicality (which we do not concede), on these facts a Court would agree that the property remains bound through an equitable servitude. However, legal action is not necessary at this time because RMC 23.50 gives the City the authority necessary to condition the PUD approval to prevent harm to the Crosswater Loop neighbors.

The Crosswater Neighbors support the Applicant's desire to build townhomes and preserve the vibrancy of the Horn Rapids Golf Course and surrounding community, but cannot support the current layout. Accordingly, the Crosswater Neighbors ask that Council condition their PUD approval to prohibit development of proposed lots 19-32 and prohibit the removal of the existing pond. As we wrote in our SEPA comment letter, such conditions are necessary to mitigate the Project's impacts on open space and habitat, as well as our neighbors and the broader community, but below this letter explains why such conditions are also necessary for the proposal to satisfy the requirements for PUD approval.

The Hearing Examiner has the authority to recommend a condition that prohibits development of lots 19-32

Under the Richland Municipal Code, Hearing Examiner's recommendation on the PUD will be based on the following factors:

1. The PUD district development will be compatible with nearby developments and uses;
2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;
3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district;
4. The development can be completed within a reasonable period of time.

RMC 23.50.040.B. As explained below, the proposed project does not meet the first three criteria. The Project is not compatible with nearby developments and uses, does not provide transition between proposed PUD uses and existing uses, and conflicts with City Council intent for the Property. Accordingly, the Hearing Examiner's recommendation to the Richland City Council should provide that the application be granted with additional conditions reducing the number of townhomes and preserving the existing pond on the Property.

1. The PUD district development as proposed is not compatible with nearby developments and uses

The application fails to account for the Project's detrimental impact on its Crosswater Loop neighbors. The Hearing Examiner must determine whether the proposed PUD development is compatible with nearby development and uses (RMC 23.50.040.B), based on consideration of the Project's relationship to the surrounding area, including identification of nearby uses and integration of the PUD with nearby existing uses (RMC 23.50.040.A).

Nearby properties, including those on Crosswater Loop, were developed and purchased in reliance on established City policy, memorialized in the Restrictive Covenant between the City of Richland and Columbia Golf Associates in 2005, that required the Property to be maintained in perpetuity for golf course use and open space. *See Attachment 1.* The layout of the Crosswater Loop homes depended entirely on this open space; those homes were oriented toward the golf course and marketed (correctly) as golf course view properties, an amenity for which the homeowners paid a premium.

The layout for the proposed PUD does not even attempt to find compatibility with the existing development on Crosswater Loop. The two-story structures proposed for Lots 21-32 combine to form a complete visual barrier for eight homes on Crosswater Loop. Lots 19 and 20 require removal of the pond that currently provides habitat for a variety of bird species listed in our SEPA comment letter. In addition, the house on Lot 20 is unacceptably close to the first

house on Crosswater Loop. The street hammerhead between Lots 20 and 21, and the turnaround to the southeast of Lots 25-32, will result in headlights shining directly into homes on Crosswater Loop.

2. The Applicant proposes no transition between PUD uses and nearby external uses and developments;

The Project, as proposed, makes no meaningful attempt to create a transition from the proposed townhomes to the Crosswater Loop homes. The Application maximizes development yield with no concern for the neighbors; it would not look any different if it were proposed in the middle of the desert, with no adjacent homes. The Project's current design places townhomes within ten feet of existing Crosswater properties, and a roundabout for vehicular traffic equally close. The townhome layout and two-story design will in essence erect a wall between the Crosswater Loop "golf course view" homes and the golf course; the possibility of a literal wall or a row of trees only exacerbates this harm.

The Application identifies the surrounding single-family homes, but fails to acknowledge and account for the Project's introduction of new uses adjacent to that existing residential development that was designed and built in reliance on the open space the Applicant proposes to develop. The Project is not simply siting residential uses next to residential uses – it is supplanting open space with dense two-story townhomes. On these facts, "proper transition" would require holding the southern 1/3 of the property, including Lots 19-32 and the pond, as open space.

3. The development is inconsistent with the comprehensive plan and with the purpose of the PUD district;

The proposal does not meet the purpose of the PUD district, which, in relevant part, is to provide "privacy," "usable open space," safe pedestrian and vehicular circulation, and compatible relationships between different uses." RMC 23.50.010.

This proposal eviscerates the privacy and quiet enjoyment of the Crosswater Loop neighbors by placing new neighbors only feet from the existing houses, and by directing headlights into Crosswater Loop homes. The proposal destroys the open space and habitat that is currently accessible, both physically and visually, to wildlife, the Crosswater Loop neighbors, and anybody that uses the golf course.

Council cannot possibly evaluate the proposal's impact on pedestrian and vehicular circulation and safety until the Applicant engages a transportation engineer to analyze trip generation and transportation impacts, as we discussed in our SEPA comment letter. The Applicant proposes parking for approximately 240 vehicles in a neighborhood with no age restriction for residents, which has the obvious potential to introduce a large number of daily vehicle trips to the neighborhood. Yet, the trip generation analysis in the SEPA checklist

includes only the Applicant's ballpark estimate, with no discussion of methodology or assumptions, and no analysis of the current performance of the area's streets or of how the trips generated by the proposal would degrade the performance of nearby intersections. What impact this additional traffic will have on pedestrian and vehicular circulation is completely unknown, but not unknowable.

Finally, the proposal reverses the currently harmonious relationship between existing uses. Generally speaking, zoning strives for transition from lower intensity uses, to medium intensity, to high intensity. Here, the golf course and open space, both low-intensity uses, currently abuts single-family housing, a medium intensity use, with higher-intensity multifamily (townhome) located farther into the interior of the Horn Rapids neighborhood. This proposal, by contrast, would disrupt the existing smooth transition by inserting the neighborhood's highest-intensity use between the lowest and the middle.

As for the Comprehensive Plan, although Council amended the Comp Plan to allow for a PUD application, Council's clear intent was that the Project respect the policy behind the Restrictive Covenant and therefore respond to the existing context, specifically by addressing the Crosswater Loop neighbors' concerns. Based on the Councilmembers' comments at the Comprehensive Plan hearing, Council would not have approved the Applicant's proposed amendment without the Applicant's pledge on the record to design consistent with the Restrictive Covenant and to work with the Crosswater Loop neighbors. Neither has happened.

In their original application for the comp plan amendment, which included a copy of the Restrictive Covenant, the Applicants wrote: "We acknowledge that the City has a 'Declaration of Restrictive Covenant for Golf Course Use' (the 'Declaration') and have no desire to breach this agreement." See Attachment 2, ¶ 6.e; Exhibit list. The City Council amended the Comp Plan partly in reliance on that statement, but before they voted to approve the Comp plan amendment, the minutes from the September 17, 2019 Council meeting reflect that every single Councilmember communicated their desire that the Applicant negotiate with Crosswater Loop neighbors. Attachment 3, pp. 7-8. But despite repeated attempts, and contrary to the Applicant's public statements, the Applicant cut off contact with the Crosswater Loop neighbors and have not entertained any compromise solutions.

The Applicant has now completely abandoned the approach that animated Council's approval of the Comp Plan amendment; the proposal could not be less compatible with the policy expressed in the Restrictive Covenant. Even assuming for the sake of argument that the Restrictive Covenant is not legally enforceable as a restrictive covenant running with the land, it nevertheless remains effective as a statement of City policy regarding the land. The City has never retreated from that policy, and Council should use it to guide its decision on this PUD application.

4. The development can be completed within a reasonable period of time.

The Applicant is a competent developer and we have no doubt that they could finish the project on time, so this criterion is met.

Conclusion

Council should not countenance this sort of “scorched earth” approach to development. Our clients want to work with the Applicant to ensure a successful project that does not unduly harm them, and we remain available to talk. If, however, the Applicant persists in its refusal to discuss win-win solutions with the Crosswater Loop neighbors, the City Council can and should condition the PUD approval to minimize the harm to the neighborhood. The City is under no obligation to use its zoning authority to deliver a windfall profit to a developer at the expense of the existing community. The Crosswater Loop neighbors paid a premium for their homes in reliance on the Restrictive Covenant the City itself imposed on the land, but the Applicant seeks to reap the rewards of our clients’ investment.

Without appropriate conditioning, the proposal cannot meet the requirements for PUD approval. We respectfully request that Council either instruct the Applicant to attempt a reasonable compromise with the Crosswater Loop neighbors and return with an alternative proposal, or that Council simply use its authority under the RMC and SEPA to condition its PUD approval to prohibit development of Lots 19-32, and to require the Applicant retain the existing pond and associated habitat. This will minimize the harm to the neighborhood while still allowing the Applicant to make a tidy profit from a 40-unit development.

Thank you again for considering our comment, and please make this law firm a party of record so we can receive notice of future City action on the proposal.

Sincerely,

FOSTER GARVEY PC



Steven J. Gillespie

Enclosures

Attachment 1

After Filing Return To:
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688
Attention: Thomas A. Goeltz

EXHIBIT C

DECLARATION OF RESTRICTIVE COVENANT FOR GOLF COURSE USE

Grantor(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Grantee(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Abbreviated Legal Description:	insert
Additional legal description	See Exhibit A
Assessor's Property Tax Parcel Account Number(s):	insert
Related Documents:	N/A

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") dated as of 7-15-05, 2005, is made by THE CITY OF RICHLAND, a Washington municipality (the "City"), and COLUMBIA GOLF ASSOCIATES, a Washington partnership ("CGA").

RECITALS

A. The City is in possession and control of that certain property commonly known as the Horn Rapids Golf Course, which is more particularly described in Exhibit A attached hereto (the "Golf Course Property"), in a trust capacity as the successful

bidder of a sheriff's sale resulting from a local improvement district lien foreclosure proceeding.

B. The sheriff's certificate is subject to a redemption period of two years from the sale date of March 26, 2004, which redemption rights are held by CGA, the last owner of the Golf Course prior to foreclosure.

C. CGA and the City entered into that certain Final Agreement (Including Redemption Option) dated 7-15- 2005, pursuant to which the parties agreed to convey the Golf Course Property to CGA conditioned on the recording of a declaration to limit the use of the Golf Course Property, as provided herein.

DECLARATION

NOW, THEREFORE, the parties agree, covenant, and declare as follows:

1. **Golf Use Covenant.** The Golf Course Property, or any portion thereof, shall be used and operated only for a regulation length, 18 hole golf course, clubhouse and related facilities. For the purposes of this Declaration of Restrictive Covenant, "related facilities" shall include, but not necessarily be limited to, putting greens, driving ranges, satellite restrooms, cart barns, storage for golf related equipment/supplies, golf course maintenance buildings and yards, irrigation system infrastructure, caretaker/groundskeeper/security watchman accommodations, satellite food and beverage vending and service/concession facilities (fixed and mobile), conference, banquet, and food and beverage (including alcohol) service and dining facilities. No more than five overnight/short stay recreational vehicle parking and hook-ups to be used to support golf related activities (these hook-ups are not intended for commercial use unrelated to golf course activities), and complimentary accessory recreational facilities such as exercise/fitness center facilities. Permitted scope of "clubhouse" ancillary operations include, but are not limited to, providing a venue and catering for indoor and outdoor social and business functions, weddings, receptions, homeowner's association meetings, concert events, and otherwise functioning as a privately operated social club or community center. The parties also acknowledge that the Golf Course Property provides incidental easements for utilities, drainage, and access in support of residential housing in the vicinity of the Property, all as incidental permitted uses of the Property. Commercial uses expressly excluded within the intent of this covenant include, but are not limited to, providing overnight motel/hotel-type guest accommodations, ongoing gaming requiring permanent casino-type licensing, and operating as a tavern, bar, adult entertainment venue, or pool hall. The parties to this covenant acknowledge that the Golf Course Property is zoned as agricultural land and, if rezoned, the Golf Course Property could become a legal, non-conforming use under said new zoning scheme. In the event any of the uses expressly permitted by this Golf Course use covenant were legal uses when developed and should hereafter be deemed to be unpermitted uses under the agricultural zoning applicable to the property, such uses shall either be grandfathered uses if existing and legal at the time of this covenant,

or shall be uses requiring conditional use permit if proposed. Any proposed caretaker/groundskeeper/security watchman accommodations shall be classified as agricultural occupancies and expressly limited to a single residential unit or occupancy for the entire Golf Course Property, may not be segregated, platted, or conveyed separate from the Golf Course Property, and may not be offered as public accommodations or otherwise occupied except by current Golf Course employees and immediate families of current employees.

2. Covenant to Run With the Land. The covenant provided for herein shall run with the land and be binding upon the parties and all persons acquiring the Golf Course Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. The covenant provide for herein shall be for the benefit of the City, as a municipality with an interest in appropriate land uses and as the owner of adjoining or nearby property within the Horn Rapids area and development.

3. Enforcement. The City shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter.

4. Attorneys' Fees. In the event of litigation with respect to the enforcement or interpretation of this Declaration, including appeals, the prevailing party in such litigation shall be entitled to recover from the nonprevailing party the prevailing party's reasonable attorneys' fees, costs, and disbursements.

5. No Dedication or Gift; No Third Party Beneficiaries. Nothing in this Declaration shall be deemed a dedication or gift of any portion of the Golf Course Property to or for the benefit of the general public or for any public purpose whatsoever. This Declaration shall not be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto.

6. Entire Agreement. This Declaration constitutes the entire agreement of the parties as of the date hereof with respect to any matter described in this Declaration. No prior agreement, correspondence, or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof.

7. Amendment. No amendment or termination of this Declaration shall become effective until signed by the City and the owner of the Golf Course Property, acknowledged, and recorded in the real property records of Benton County, Washington.

8. Miscellaneous. The captions set forth in this Declaration are included for convenience of reference only and shall not in any way limit or affect the meaning or

interpretation of any terms or provisions of this Declaration. This Declaration shall be interpreted and construed under and governed by the laws of the State of Washington. Time is of the essence of this Declaration.

THE CITY OF RICHLAND, a Washington municipality By: <u>William King</u> Its: <u>Acting City Manager</u>	COLUMBIA GOLF ASSOCIATES, a Washington partnership By: Richland Golf Associates, a Washington general partnership Its: Managing Partner By: <u>Robert L. Sousshek</u> Its: <u>President</u>
--	--

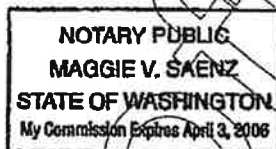
STATE OF WASHINGTON

COUNTY OF King

} ss.

On this 15th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared Robert Sousshek, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as President of COLUMBIA GOLF ASSOCIATES, a Washington partnership; and acknowledged said instrument to be his/her free and voluntary act and deed of said partnership for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Maggie V. Saenz
 NOTARY PUBLIC in and for the State of Washington, residing at Black Diamond
 My appointment expires 4/3/06
 Print Name MAGGIE V. SAENZ

STATE OF WASHINGTON

COUNTY OF BENTON

} ss.

On this 18th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared William King, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as CITY MANAGER OF THE CITY OF RICHLAND; and acknowledged said instrument to be the free and voluntary act and deed of the City for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Ellen E. Kuklinski
NOTARY PUBLIC in and for the State of
Washington, residing at Richland
My appointment expires 5-21-08
Print Name Ellen E. Kuklinski

Attachment 2



Comprehensive Plan Amendment Application

☐ Comprehensive Plan Land Use Map

☐ Text of Comprehensive Plan

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

PROPERTY OWNER INFORMATION

☐ Contact Person

Owner: Columbia Golf Associates Brad and Thera Rew will close the sale of the golf course

Address: 2800 Clubhouse Ln. Richland WA. 99354 March 15th 2019.. HJBT Properties will become the owner at that point.

Phone: Email:

APPLICANT/CONTRACTOR INFORMATION (if different)

☒ Contact Person

Company: UBI#

Contact: Brad & Thera Rew

Address: 1413 Sunset St. Richland WA 99354

Phone: 509-528-6092 Email: therarew@gmail.com

PROPERTY INFORMATION

Legal Description:

See attached

Parcel # 125082000001005

Current Zoning: Ag Current Land Use Designation: developed open space

GENERAL REQUIREMENTS FOR ALL APPLICATIONS – Attach written statements explaining the following

1. Completed Application and Filing Fee;
2. The purpose of the proposed amendment;
3. Describe how the amendment is consistent with Washington State Growth Management Act-RCW 36.70A (The goals the Act are listed in 36.70A.020);
4. How the amendment is consistent with the adopted countywide planning policies;
5. How the amendment furthers the purpose of the city's comprehensive plan;
6. How the amendment is internally consistent with the city's comprehensive plan, as well as other adopted city plans and codes;
7. If applicable, how the project will meet concurrency requirements for transportation;
8. As necessary, supplemental environmental review and/or critical areas review, as determined by the Administrator;
9. **Comprehensive Plan TEXT AMENDMENT applications must also include;**
 - a. The proposed element, chapter, section and page number of the comp plan to be amended;
 - b. The proposed text change, with new text underlined and deleted text crossed out;
10. **Comprehensive Plan MAP AMENDMENT applications must also include;**
 - a. The current land use map designation for the subject parcel(s).
 - b. The land use map designation requested.
 - c. A complete legal description describing the combined area of the subject parcel(s)
 - d. A vicinity map showing:
 - i. All land use designations within 300 feet of the subject parcel(s);
 - ii. All parcels within 300 feet of the subject parcel and all existing uses of those parcels;
 - iii. All road abutting and/or providing access to the subject parcel(s) including information on road classification (arterial, collector, access) and improvements to such roads;
 - iv. Location of shorelines and critical areas on or within 300 feet of the site, if applicable

- v. The location of existing utilities serving the subject parcels including electrical, water and sewer;
 - vi. The location and uses of existing structures located on the subject parcel(s);
- e. Topographical map of the subject parcels and abutting properties at a scale of a minimum of one inch represents 200 feet (1:200);
- f. The current official zoning map designation for the subject parcel(s);
- g. A detailed plan which indicates any proposed improve
 - i. Paved streets;
 - ii. Storm drainage control and detention facilities;
 - iii. Public water supply;
 - iv. Public sanitary sewers;
 - v. Circulation and traffic patterns for the development and the surrounding neighborhoods;
- h. A corresponding zoning map amendment application, where necessary to maintain consistency between the land use and zoning maps. The rezone application will be processed separately from, and after, the comprehensive plan amendment;
- i. A description of any associated development proposals. Development proposals shall not be processed concurrent with comprehensive plan amendments, but the development proposals may be submitted for consideration of the comprehensive plan amendments to limit consideration of all proposed uses and densities of the property under the city's SEPA, zoning and comprehensive land use plan. If no proposed development description is provided, the city will assume that the applicant intends to develop the property with the most intense development allowed under the proposed land use designation. The city shall assume the maximum impact, unless the applicant submits with the comprehensive plan amendment a development agreement to ameliorate the adverse impact(s) of the proposed development.

I authorize employees and officials of the City of Richland the right to enter and remain on the property in question to determine whether a permit should be issued and whether special conditions should be placed on any issued permit. I have the legal authority to grant such access to the property in question.

I also acknowledge that if a permit is issued for land development activities, no terms of the permit can be violated without further approval by the permitting entity. I understand that the granting of a permit does not authorize anyone to violate in any way any federal, state, or local law/regulation pertaining to development activities associated with a permit.

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 and have documented all applicable requirements on the site plan.
2. The information provided in this application contains no misstatement of fact.
3. I am the owner(s), the authorized agent(s) of the owner(s) of the above referenced property, or I am currently a licensed contractor or specialty contractor under Chapter 18.27 RCW or I am exempt from the requirements of the Chapter 18.27 RCW.
4. I understand this permit is subject to all other local, state, and federal regulations.

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: Thera M Rew

Applicant Signature:  Date 3/1/19

bring in affordable living for first time homeowners to live in a much desired neighborhood.

6. How the amendment is internally consistent with the city's comprehensive plan, as well as other adopted city plans and codes;

a. We are asking for a change in the comprehensive plan that is very consistent with the Property's surroundings. We are asking for more residential, where residential already exists. We could not find any other adopted city plans or codes that address this Property in Horn Rapids that would be inconsistent with this amendment change, therefore we believes that this amendment is internally consistent.

b. HJBT has read the City of Richland's Comprehensive plan and finds many goals and policies that this amendment would further the City's plan. One in particular is:

"HE GOAL 1: Provide a range of housing densities, sizes, and types for all income and age groups of the Richland Community"

These townhomes will be built in a neighborhood which comprises mostly single-family homes. This will allow another housing option for people of all income and age groups to utilize in that neighborhood. Many of Horn Rapids residents work out at the Hanford Area. These townhouses will entice and give additional home options to the Hanford workers.

c. Another goal this amendment furthers is

i. "HE GOAL 2: Improve affordable housing opportunities for lower-income individuals, households and first-time home buyers."

d. Living out in Horn Rapids, close to the Hanford area can be quite expensive. Allowing this amendment would bring in affordable living for first time homeowners to live in a much desired neighborhood.

e. We acknowledge that the City has a "Declaration of Restrictive Covenant for Golf Course Use" (the "Declaration") and have no desire to breach this agreement. When reading the Declaration it states:

"The parties to this covenant acknowledge that the Golf Course Property is zoned as developed open space land and, if rezoned, the Golf Course Property could become a legal, non-conforming use under the said new zoning scheme."

We believe that this language allows us to change the land use designation without breaching this Declaration.

f. We want Horn Rapids golf course to be Asset of Richland and only want to develop features around it and to enhance it. This amendment

Exhibit List

- A. Future Plans Map and Timeline
- B. Land Use Designation Map
- C. Land Use Designation Request
- D. Legal Description
- E. Zoning GIS Map
- F. Street Classification Map
- G. Utility Maps 1, 2, and 3
- H. Existing Structures Map
- I. Declaration of Restrictive Covenants**
- J. Zoning Map/Text Amendment Application

Attachment 3



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 625 Swift Boulevard
Tuesday, September 17, 2019

City Council Workshop - 6:45 p.m.

Mayor Thompson called the Council workshop to order at 6:45 p.m. in the Council Chambers at City Hall.

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

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Fire & Emergency Services Director Huntington, Energy Services Director Whitney and Acting Deputy City Clerk Fulton.

Agenda Item

1. Review of the Improved Emergency Response Services Agreement with Battelle Memorial Institute - Pacific Northwest Division

Chief Huntington discussed the proposed Improved Emergency Response Services Agreement with Battelle Memorial Institute – Pacific Northwest Division. Chief Huntington discussed the benefit to both parties, notably the significant benefit to the City of Richland by receiving the funding necessary to expedite construction of a new fire station in Richland's north zone. The proposed agreement allows the City to protect what the City is already required to protect within City limits, but with improved response times to the benefit of those located in north Richland. Chief Huntington answered several questions from Council related to timing, staffing and funding.

2. Ambulance Utility Rates

Chief Huntington discussed the Utility Advisory Committee's recommendation related to increased ambulance utility rates. The UAC recommended a single increase, instead of stepping rates up over time, but acknowledged that the final decision for implementation rests with Council. The benefit to step increases is to maximize the SAFER grant funding, and to avoid carrying a large fund balance. The proposed model is predicated on a step approach. The UAC recommended approval of the 2020 ambulance utility rate increase. It also supported the notion of rate equity between residential and commercial use. The proposed 2020 ambulance utility rate increase is anticipated for first reading on October 1, 2019.

3. Discuss Meeting Agenda Items

Council was invited to share concerns related to the agenda. City Manager Reents asked Council to add a presentation item to the agenda on Atomic Frontier Day 2019. Ms. Reents also discussed the TRIDEC board membership ballot. Councilmember Alvarez shared an email received from the Confederated Tribes of the Colville Reservation with an invitation to visit. The proposed date conflicts with Council's regular meeting schedule. City Manager Reents will follow-up.

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

Mayor Thompson called the Council meeting to order at 7:30 p.m. in the Council Chambers at City Hall.

Welcome and Roll Call

Mayor Thompson welcomed those in the audience and expressed appreciation for their attendance.

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

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO EXCUSE COUNCILMEMBERS ANDERSON AND KENT. THE MOTION CARRIED 5-0.

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

Pledge of Allegiance

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

Approval of Agenda

MAYOR THOMPSON ADDED A PRESENTATION ON ATOMIC FRONTIER DAY 2019 TO THE EVENING'S AGENDA. MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE THE AGENDA AS AMENDED TO ADD A PRESENTATION REGARDING ATOMIC FRONTIER DAY 2019. THE MOTION CARRIED 5-0.

Presentations

4. Proclamations of Appreciation: Richland Police Department Reserve Officers Martin Gilley and Clem Matylinski

Mayor Thompson read proclamations in honor of Richland Police Reserve Officers Clem Matylinski and Martin Gilley, and bestowed plaques to each in honor of their contribution to the City of Richland. Chief Bruce thanked Mr. Matylinski and Mr. Gilley for their service, and also briefly introduced Chris Lee and Brigit Clary, who were both recently promoted to Captain in the Richland Police Department.

5. Atomic Frontier Day 2019 (added by Council at start of meeting)

Assistant City Manager Jon Amundson initiated a PowerPoint of images from Atomic Frontier Day 2019 while City Manager Reents provided stats about the event, which was well-received in the community.

****To accommodate a scheduling conflict, Mayor Thompson invited Mr. Steve Ashby, PNNL Laboratory Director, to comment in support of proposed Resolution No. 113-19, authorizing an Improved Emergency Response Services Agreement. Mr. Ashby spoke favorably about the agreement and recommended its approval before exiting Council Chambers to meet his next commitment.****

Public Hearings

Acting Deputy City Clerk Fulton read the Public Hearing and Public Comments procedures.

6. Proposed Adoption of the 2018-2019 Comprehensive Plan Amendments - Ordinance No. 38-19

Community Development Services Director Kerwin Jensen introduced Planning Manager Mike Stevens to provide a staff report on the proposed 2018-2019 Comprehensive Plan amendments. Mr. Stevens described the Planning Commission's actions related to the proposed amendments, including its recommendation of approval for all proposed amendments (private party and City-initiated). Mr. Stevens also explained the path forward for potential removal of the deed restriction at some future date.

Mayor Thompson opened the public hearing at 8:00 p.m.

William C. Stahl, 2750 Stonecreek Drive, Richland WA commented on the benefit of Brad Rew's proposed development, overall, for the Horn Rapids Golf Course.

J. Delton Peters, 2846 Crosswater Loop, Richland WA wants the golf course to succeed, but does not want to be infringed on in the property where he lives. Mr. Peters supports the comprehensive plan amendment.

Tom Ricky, 2942 Crosswater Loop, Richland WA does not want the City to vacate its responsibly related to the golf course if it affects the immediately adjacent properties.

Rich Quadrel, 2450 Harris Avenue, Richland, WA shared that he is the President of Men's Club at Horn Rapids, and has been impressed with Brad Rew's commitment to the community and to Horn Rapids. Mr. Quadrel spoke in favor of the project and the proposed comprehensive plan amendment.

John Peterson, 2980 Sedona Circle, Richland, WA has lived in Horn Rapids for seven (7) years, and has observed slow decline of the condition of the golf course. Brad Rew, and the new owner, has increased the overall quality of the golf course. Mr. Peterson supports the proposed comprehensive plan amendment.

David Haller, 2894 Crosswater Loop, Richland WA asked City Council to support the proposed comprehensive plan amendment. Mr. Haller indicated that he was drawn to the area because of the park-like community, and while the amenities in Horn Rapids have been maintained, the golf course has declined. Mr. Haller supported the proposed comprehensive plan amendment as the predicate to the possible improvements Mr. Rew can implement.

Larry Felton, 2557 Tilden Court, Richland WA shared that his house looks down at the duck pond at Hole No. 10. Mr. Felton shared his fear that the developer will be able to eliminate the golf course and develop houses. Mr. Felton also shared that there is no such thing as a "golf course view" into perpetuity, and stated that Mr. Rew should be entitled to develop the property for the benefit of the golf course, the surrounding community, and the City of Richland.

Louise Peters, 2846 Crosswater Loop, Richland WA would ask that the deed restriction be made permanent forever. Ms. Peters believes in improving the golf course and construction of a better club house, but does not want a townhouse four (4) feet from her house.

Steve Lorence, 2858 Crosswater Loop, Richland WA shared that he is one of the eight (8) homeowners affected by Brad Rew's potential development. Mr. Lorence stated that he purchased a home that was promised a golf course view due to the deed restriction, and paid a premium for it. Mr. Lorence advised that he supports improving the golf course, but does not believe Mr. Rew's efforts demonstrate compromise as suggested. Mr. Lorence shared that he and the other affected homeowners want the golf course to be successful, but not at the cost to abutting residential properties.

Roger Bauer, 2978 Redrock Ridge Loop, Richland WA shared that changes occur when development occurs. Mr. Bauer expressed understanding for the properties impacted, but shared that the bigger impact is a positive benefit to the City and the immediate Horn Rapids community. Mr. Bauer encouraged City Council to approve the proposed comprehensive plan amendment.

Jeff Riddelle, 2930 Redrock Ridge Loop, Richland WA spoke in support of the proposed comprehensive plan amendment.

Tom Harper, 2598 Tilden Court, Richland WA spoke in support of the proposed comprehensive plan amendment, and stated that, in his opinion, Brad Rew has rescued the golf course.

Denise Ciarlo, 2563 Prestwick Drive, Richland WA shared that she spoke to Brad Rew at length about his vision for golf course. Ms. Ciarlo considers Mr. Rew's plan impressive and beneficial to the community. Ms. Ciarlo also spoke in favor of the proposed comprehensive plan amendment.

Gail Wintczak, 2852 Crosswater Loop, Richland WA spoke in support of Brad Rew investing in the Horn Rapids Golf Course, but does not want the deed restriction lifted. Ms. Wintczak also objects to filling of the pond adjacent to her house as proposed by Mr. Rew.

Jeff Hunter, 2864 Crosswater Loop, Richland WA shared that he is being asked to forfeit \$20,000 to \$40,000 in property value Mr. Rew's development is allowed to go forward as potentially proposed. Mr. Hunter asked the City to stay true to the original commitments it made when Horn Rapids was first developed.

Julie Cheville, 3148 Redhawk Drive, Richland WA spoke in favor of the proposed comprehensive plan amendment.

Don Bogart, 2266 Copperleaf Street, Richland WA spoke in favor of the proposed comprehensive plan amendment.

Jon Ray, 2837 Troon Court, Richland WA spoke about the decline of the Horn Rapids Golf Course, and the benefit to the community by introduction of Brad Rew's proposed project. Mr. Ray encouraged the City Council to approve the proposed comprehensive plan amendment.

George Kyriazis, 2766 Stonecreek Drive, Richland WA spoke in favor of local ownership of the golf course (Brad Rew), and encouraged the City Council to approve the proposed comprehensive plan amendment.

Mayor Thompson closed the public hearing at 8:35 p.m.

7. Proposed Amendment to RMC Title 23: Zoning Regulations and the Official Zoning Map of the City of Richland - Ordinance No. 39-19

Planning Manager Mike Stevens provided the staff report on proposed Ordinance No. 39-19. Mr. Stevens reiterated the Planning Commission actions taken related to the zoning map amendments that marry with the proposed comprehensive plan amendments. Mr. Stevens pointed out that there is no zoning action associated with Mr. Rew's comprehensive plan amendment.

Mayor Thompson opened the public hearing at 8:36 p.m. The hearing was closed at 8:37. No public comment was taken.

Public Comments

No public comment was offered.

Consent Calendar

Acting Deputy City Clerk Fulton read the Consent Calendar.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED A MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

Minutes - Approval

8. Approve the September 3, 2019 Council Meeting Minutes

Ordinances - First Reading

9. Ordinance No. 37-19, Amending the 2019 Budget in the General Fund and General Government Construction Fund related to Atomic Frontier Day 2019 and Rural County Capital Funds

Ordinances - Second Reading/Passage

10. Ordinance No. 35-19, Amending Chapter 5.14 of the Richland Municipal Code related to Sidewalk Use Licenses
11. Ordinance No. 36-19, Establishing and Dedicating Right-of-Way for Battelle Boulevard, Logan Street, Hagen Road, Robertson Road and Snyder Street

Resolutions – Adoption

12. Resolution No. 111-19, Authorizing a Funding Agreement with the Washington State Department of Transportation for the Duportail Bridge - Phase 2 Project
13. Resolution No. 112-19, Authorizing a Joint Grant Application with the Port of Benton to the Community Economic Revitalization Board for a Joint Stormwater Study
14. Resolution No. 113-19, Authorizing an Improved Emergency Response Services Agreement with Battelle Memorial Institute - Pacific Northwest Division
15. Resolution No. 114-19, Authorizing an Agreement with RH2 Engineering, Inc. for the Wastewater Treatment Plant Digester Facility Improvements

16. Resolution No. 115-19, Authorizing a Grant Application to the Washington State Department of Transportation and the Washington Utilities and Transportation Commission to Assist in Funding Kingsgate Rail Crossing Upgrades
17. Resolution No. 116-19, Authorizing a Lease Agreement with Oscar and Iliana Suarez for Operation of the Novel Café in the Richland Public Library
18. Resolution No. 118-19, Authorizing Amendment No. 11 with UtiliWorks Consulting, LLC for Phase 2 of the Advanced Metering Infrastructure (AMI) Project, and Ratifying Amendment Nos. 6 and 9

Items for Approval

19. Appointments to the Economic Development Committee: Marc Newman, Deidre Holmberg and Brad Bricker
20. Appointments to the Americans with Disabilities Citizens Review Committee: Steve Sillers and Brenda Bradley
21. Appointment to the Library Board: Karen Buxton

Expenditures - Approval

22. Expenditures from August 26, 2019 - September 6, 2019 for \$4,612,050.81 including Check Nos. 271718-272168, Wire Nos. 7723-7745, Payroll Direct Deposit Nos. 155102-155645 & 155653, Payroll Check Nos. 155646-155652 & 155654, Pension Direct Deposit Nos. 5191-5224, and Payroll Wire/ACH Nos. 11125-11156

Items of Business

23. Ordinance No. 38-19, Adopting the 2018-2019 Comprehensive Plan Amendments into the existing 2017 Comprehensive Plan

Councilmember Lukson spoke in favor of the comprehensive plan amendments and Brad Rew's vision in Horn Rapids, but cautioned about finding balance between the affected property owners and the overall benefit to the Horn Rapids community.

Councilmember Lemely expressed support for the comprehensive plan amendments, and encouraged the parties to work together to find a compromise regarding the deed restriction.

Councilmember Alvarez echoed Councilmember Lukson's comments and stated that he wants to see the development as a win-win for all involved.

Mayor Pro Tem Christensen thanked the public for attending and sharing their comments. Mr. Christensen also reassured the audience that tonight's action does not

mean that anyone is losing their view. Instead, it simply means that the process can move forward to the next step.

MAYOR PRO TEM CHRISTENSEN MOVED AND MAYOR THOMPSON SECONDED A MOTION TO APPROVE ORDINANCE NO. 38-19 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

24. Ordinance No. 39-19, Amending RMC Title 23: Zoning Regulations and the City's Official Zoning Map to Conform to the Updated 2017 Comprehensive Plan

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE ORDINANCE NO. 39-19 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

Reports and Comments

City Manager

City Manager Reents had no comments.

City Council

Councilmember Lemley commented favorably on Atomic Frontier Day 2019.

Councilmember Lukson spoke favorably about the value of attending ECA with Mayor Thompson and thanked City Council for supporting his attendance.

Mayor Pro Tem Christensen shared that September 17 is Constitution Day, which should be honored. Mayor Pro Tem Christensen also spoke favorably about Atomic Frontier Day 2019, and encouraged City Council and staff to introduce Atomic Frontier Day as a reoccurring event since it is likely to benefit tourism and economic development.

Mayor

Mayor Thompson shared the importance of paying attention to the federal environmental issues at Hanford, and spoke favorably about the value of attending ECA with Councilmember Lukson. Mr. Thompson also spoke favorably about Atomic Frontier Day 2019 and the evening's public participation.

Adjournment

Mayor Thompson adjourned the meeting at 8:55 p.m.

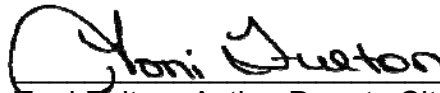
APPROVED:


Robert J. Thompson, Mayor

Date Approved: October 1, 2019

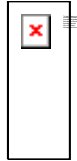
Date Published: October 2, 2019

ATTESTED:


Terri Fulton, Acting Deputy City Clerk

Stevens, Mike

From: City of Richland Development Services <noreply@seamlessdocs.com>
Sent: Saturday, May 8, 2021 1:26 PM
To: Ghbein, Briana; Stevens, Mike
Subject: New Hearing Examiner Meeting Comments



New Submission

A new submission was received for the form below. Log into your Submission Manager to review and process it.

Form name	Online Comment Card for Hearing Examiner Meeting - 12- 15
------------------	---

Submission Details:

I am commenting on:

Horn Rapids golf course development

Support/Oppose

I Oppose

Comments

1. The proposal in its current form is far to extensive, particularly for a planned community that has had a master plan in place that did not include additional housing at the entrance. 2. Traffic increase is unacceptable. River Valley will be overcrowded resulting in use of small side streets through Prestwick and Eagle Watch. Also impacting

Horn Creek, Cooper Leaf and other communities off River Valley. 3.
Loss to homeowners of quality of live and value of homes. An undue
burden on too many people.

Full Name

First Name

Eileen

Last Name

Griffin

Full Address

Street Address

2837 Troon Court

City

Richland

State

WA

Zip

99354

Email

elois2837@gmail.com

Upload File(s)

Letter to city - golf course development.docx

Log in to view submission →

[Log in to view in Submission Manager](#)

City of Richland Development Services | 625 Swift Blvd. MS-35
Richland, WA 99352

Stevens, Mike

From: llibby@charter.net
Sent: Saturday, May 8, 2021 4:37 PM
To: Stevens, Mike
Subject: regarding Monday night

Thanks, Mike, for all your work on these matters.

I don't need to be called on Monday night. Carol and I have combined our remarks, and she is a good spokeswoman! So you can take my name, Larry Libby, off the list.

Hope you had a good weekend.

Larry Libby
2840 Crosswater Loop

May 7, 2021

Dear Hearing Officer:

We received the Notice of Application for the request by HJBT Properties to develop 54 townhomes at the Horn Rapids Golf Course. In summary, we are opposed to this application. The reasons why we are opposed are outlined below.

Here is background explaining why we oppose this application:

- Our dream was always to purchase a home on a golf course and enjoy our retirement years. We fulfilled this dream when we purchased our home at 2858 Crosswater Loop in January 2012. This was a new build by Pahlisch Homes and was advertised as a golf course facing property. We were told at the time of purchase that there was a deed restriction on the golf course property that did not allow homes to be built behind us that would restrict our views. We paid a premium for the lot and home because of the golf course views. We have been paying property taxes since 2012 based on golf course views. See Attachment 1 for the Zillow description of our property clearly stating that our home is on the golf course. There is also an overhead picture showing the location of our home.
- We had a discussion with Stew Stone who was the developer of the property. He informed us that he had negotiated an agreement with the then current golf course owner and the City of Richland to develop the lots along Crosswater Loop facing the golf course to ensure that he could sell these lots as golf course facing property. The negotiation produced a Restrictive Covenant in 2005 that was executed between the City of Richland and the Columbia Golf Associates (CGA). See Attachment 2 for a copy of this Restrictive Covenant. As you can see from the Restrictive Covenant, the use of the property is for golf course operations only and would prevent the building of the townhomes that HJBT Properties has in their application.
- We understood that the golf course was put on the market for sale but had no concerns that it would impact our home and views due to the Restrictive Covenant.
- Apparently Brad and Thera Rew, representing HJBT Properties were interested in purchasing the golf course in 2018. Prior to the purchase, the City provided Brad Rew with a copy of the Restrictive Covenant. This is confirmed in an email from the City to Rew in Attachment 3. This is important because it proves that Rew knew about the Restrictive Covenant prior to purchasing the golf course. Certainly, the purchase price he paid was not reflective of open property that he could develop townhomes on.
- We first became aware of the potential sale when we had surveyors in our backyard in mid-February 2019. Many of us owners contacted the City Planning Department to inquire what was going on. I contacted the Planning Department via email on February 21, 2019. You can see in this email exchange with Mike Stevens that he "strongly suggested" that the Rews contact the homeowners about his rezoning plans. See Attachment 4.
- We continued to have email discussions with Mike Stevens about the potential buyers plans. See Attachment 5 where we notified Mike Stevens we had not heard from the potential buyers.
- Attachment 6 contains the Commercial Licensing Agreement and the Final Agreement outlining that the golf course property is limited to golf course operations. I included an email to Mike Stevens pointing this out.

- Attachment 7 is an email to Mike Stevens informing him of the pond that has been on the property for more than 30 years. You can see in the email the listing of the wildlife that depend on the pond. The email also states that Rew told some of the neighbors that he intended to fill in the pond. We contacted Mike Ridder, the local official for the WA Department of Fish and Wildlife about the pond. He told us that even though the pond was man made, they would classify the pond as a wetland. We believe that the applicants are incorrect in their SEPA Environmental Checklist response to B.3.a concerning the pond. We view this as a wetlands pond and will require evaluation.
- I met with Mike Stevens on April 12, 2019 to discuss the plans for the golf course. During this meeting, Mike suggested a compromise to consider. This compromise is outlined on the second page of Attachment 8 of my email to the City Manager and City Attorney. We were excited about this compromise and in discussions with the impacted Crosswater Loop neighbors, we all agreed that this would work for us. We always wanted the Rews and the golf course to be successful, but not at the expense of our property values and views. We wanted to work with the Rews on this proposed compromise suggested by Mike Stevens.
- Attachment 9 is an email exchange with Mike Stevens verifying that he had approached Brad Rew about his suggested compromise plan.
- Attachment 10 is an email from me to the City indicating that one of our neighbors, The Libby's met with Brad Rew to discuss the compromise suggested by Mike Stevens. As you can see on page 2 highlighted section, they came away from that meeting with the understanding that we were close to a compromise with Brad Rew.
- We arranged a meeting with the Rews on May 6, 2019 at my home to discuss the compromise. Attachment 11 is an email to the City reporting to them our progress on the compromise. Based on the highlighted sections of the email, we felt that we were close to a compromise that meets all parties needs. It also contains the text of the email that I had previously sent Brad Rew with items we would like to see in the compromise.
- This is when it starts to go south for us on the compromise. I sent Brad an email asking for an update on his plans on July 10, 2019, since it had been over two months since our meeting, and we had not seen any plans. I did not get a response to my email from Brad. I sent another follow-up email on July 19, 2019 and got no response. See Attachment 12 for these two emails.
- The City Planning Commission held a meeting on July 24, 2019 to discuss the Comprehensive Plan amendments proposed by the Rews. After the meeting, I approached Brad Rew and asked him when we would be able to see his plans with our compromise incorporated. He told me they did not have the plans yet since he was waiting to see if his amendments would get approved. I then talked to Mike Stevens that evening and he informed me that the Rews had submitted plans to the Planning Department. He took me to his office and showed me the plans but would not provide me with a copy. He said I would need to file a records request to get the plans. I filed the records request on July 25, 2019 and finally received the plans on August 23, 2019.
- Attachment 13 is an email to Mike Stevens letting him know I got the plans and that they do not represent the compromise that we had discussed with the Rews on May 6th.
- I finally was contacted by Brad Rew on September 5, 2019 with his plans. I responded to him that the plans did not reflect the compromise we had agreed to on May 6th. See Attachment 14.
- Attachment 15 is an email to the Rews with modifications to their plan that the Crosswater Loop neighbors would like to see.

- Attachment 16 is an email from Mike Stevens that states that the Restrictive Covenant or deed restriction still prohibits the Rews from putting Townhomes that would restrict our views and impact our property values.
- Attachment 17 are the Minutes from the September 17, 2019 City Council meeting where the Rews received approval on their comprehensive plan amendments. As you can see from the Public Comments section starting on Page 3, many of us neighbors expressed support for the Rews, but wanted to make sure the City Council understands that we did not want the Restrictive Covenant cancelled. Starting on Page 7, you will see that the city council members directed the Rews to work with the Crosswater Loop neighbors on coming up with a compromise that is agreeable to all parties. You can also view the video of the meeting to see the exact words from the city council. I am sure you can get this video from the City.
- Attachment 18 is an email I sent to the Rews congratulating them on getting their comprehensive plan amendments approved, but also letting him know that we expected to work on the compromise that the city council expects. You will see the proposed changes we made to the plans he had submitted. We received no response from the Rews.
- Attachment 19 is an email I sent to the City Council and Planning Commissioners regarding an email that Brad Rew sent out on October 25, 2019 indicating that he is "continuing the dialog" with the Crosswater Loop neighbors. I wanted to make known to them that Brad Rew was not truthful about this since we had not heard from him at all.
- Nothing occurred until we received Attachment 20 from Mike Stevens notifying us that they will not be enforcing the Restrictive Covenant since there was an apparent screw up by the City when they filled the 2005 document. Apparently, a legal description was missing. We believe that even with the document being flawed, the intent that the property is not developed is still there and that the City should continue to follow the intent and not allow the townhome development behind our homes.
- Attachment 21 is another attempt by us to reach out to the Rews to discuss their plans and our proposed compromise. We never received a response from the Rews.
- Attachment 22 is an email dated May 9, 2020, to the City Council member and City Staff letting them know we have had no contact from the Rews since the September 17, 2019 City Council meeting. We just wanted to make sure that the City knew we are doing the best we can to reach a compromise.
- Then out of the blue on April 1, 2021, we received the Notice of Application in the mail. We first thought it was an April's fool joke. See Attachment 23. In doing some more research, we found the new plans from the Rews on what they intend to do. This is Attachment 24. As you can guess, we feel very betrayed by the Rews. Not only have they not contacted us, but none of the compromise items are included in their plans. The new plans are a total disaster and impact many more of the Crosswater Loop neighbors. Originally, the Rews were talking to us about single story townhomes. Now we have two story townhomes in the plan that will greatly impact us. Apparently the Rews do not believe we are impacted since in their SEPA Environmental Checklist application, Section B.10.b, they state in their answer to the question: **What views in the immediate vicinity would be altered or obstructed?** *Direct views of the Golf Course. Most homes in the vicinity will still have a view but it will be smaller views vs a pano view.* You have got to be kidding us. You put two story homes right behind us and we still have views. We do not think so. Also, they have put a roundabout which will greatly impact our homes as lights from vehicles using the roundabout will shine right into our windows.

- We contacted a real estate broker to provide us with an estimate of our current home value assuming we had golf course views. As you can see in Attachment 25, our current home value is \$ 520,000 to \$540,000. You will also see with the MLS listing that over and over again; our property is listed as being on the 18th fairway of the golf course. The real estate broker also provided us with statement that the townhome development will result in our home being impacted in a negative way. Until we actually put our home on the market, we will never know what the actual impact will be, but we estimate it will be a loss of between \$30,000 to \$40,000 based on the information we had received from the developer as to how he priced the lots originally. A golf course view is worth quite a bit.
- In Attachment 26, we provided photos of our current view. We also commissioned an artist to provide us with an artist rendition of how our backyard view will change with the townhome development. You can see the difference between our current view and what we will be forced to look at and endure. We do not consider this just as “smaller view vs a pano view” as the Rews submitted in their SEPA Environmental Checklist. We will have no view except a roundabout and parking spaces.

We appreciate you taking the time to review all the data we provided and our comments. So, just to be clear, we do not support the application as submitted. We are still interested in working with the Rews on a compromise because we really do want the golf course to be successful, but not at the financial expense of us and our way of life and views. We request that you deny the application as submitted without major modifications.

Thanks for listening to us.



Steve and Janal Lorence
2858 Crosswater Loop
Richland, WA 99354

Attachment 1



2858 Crosswater Loop, Richland, WA 99354

Home Facts

Correcting these home facts will likely affect your Zestimate®

Home type

Single family

Beds

4

Full baths

3

3/4 baths

0

1/2 baths

0

1/4 baths

0

Finished square feet

2,826

Lot size

8,000

Sq ft

Year built

2012

Structural remodel year ?

HOA dues

\$ 35

per month

Basement sq. ft.

Garage sq. ft.

Describe your home

Beautiful Pahlisch Home on the golf course.

This home has a master on the main and a guest suite on the main floor. 2 bedrooms

Additional information

Drag main photo here

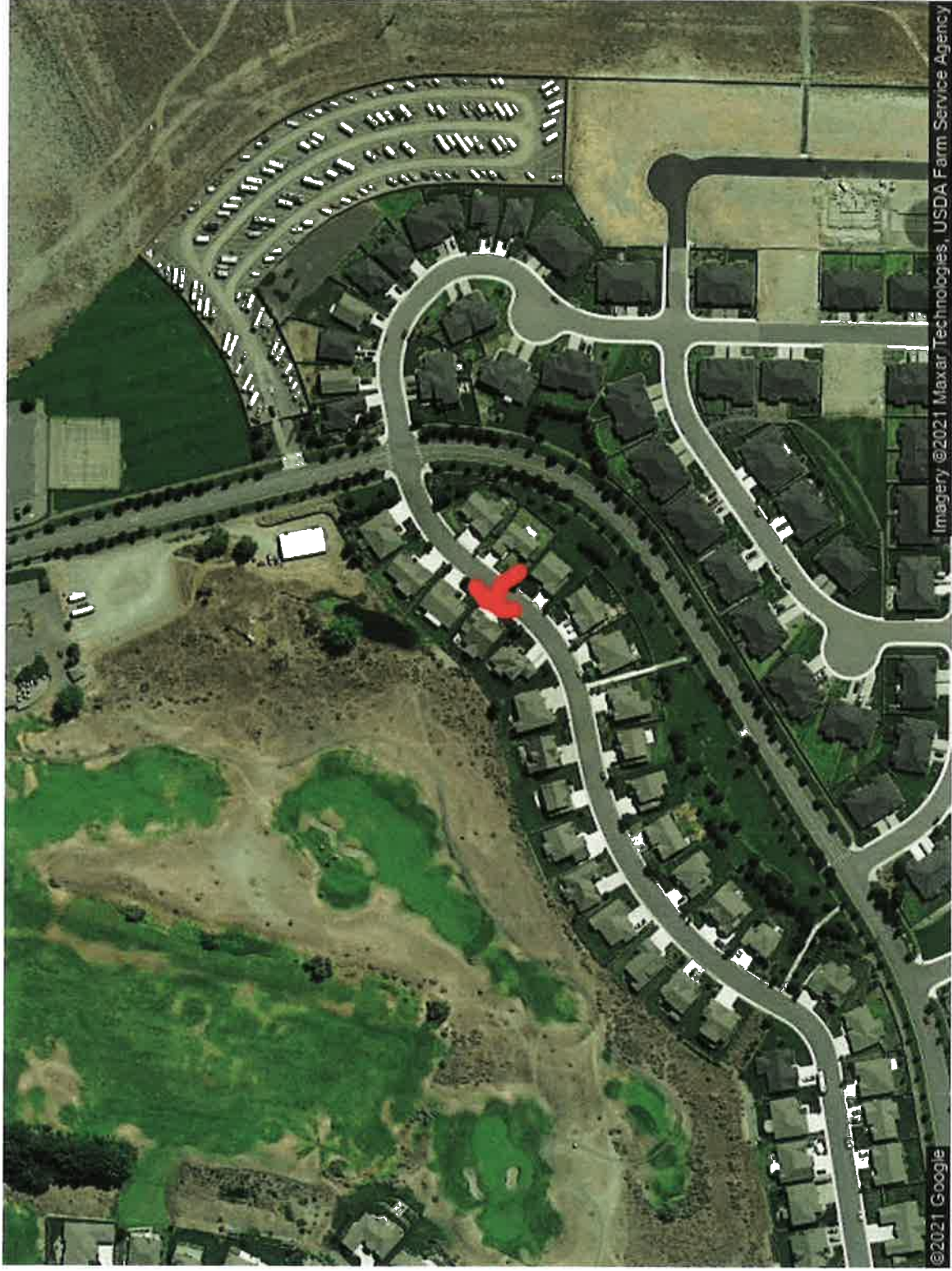


← BACKYARD VIEW

Drag main photo here



Drag main photo here



Imagery ©2021 Maxar Technologies, USDA Farm Service Agency

©2021 Google

Attachment 2

After Filing Return To:
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688
Attention: Thomas A. Goeltz

EXHIBIT C

DECLARATION OF RESTRICTIVE COVENANT FOR GOLF COURSE USE

Grantor(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Grantee(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Abbreviated Legal Description:	insert
Additional legal description	See Exhibit A
Assessor's Property Tax Parcel Account Number(s):	insert
Related Documents:	N/A

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") dated as of 7-15-05, 2005, is made by THE CITY OF RICHLAND, a Washington municipality (the "City"), and COLUMBIA GOLF ASSOCIATES, a Washington partnership ("CGA").

RECITALS

A. The City is in possession and control of that certain property commonly known as the Horn Rapids Golf Course, which is more particularly described in Exhibit A attached hereto (the "Golf Course Property"), in a trust capacity as the successful

bidder of a sheriff's sale resulting from a local improvement district lien foreclosure proceeding.

B. The sheriff's certificate is subject to a redemption period of two years from the sale date of March 26, 2004, which redemption rights are held by CGA, the last owner of the Golf Course prior to foreclosure.

C. CGA and the City entered into that certain Final Agreement (Including Redemption Option) dated 7-15- 2005, pursuant to which the parties agreed to convey the Golf Course Property to CGA conditioned on the recording of a declaration to limit the use of the Golf Course Property, as provided herein.

DECLARATION

NOW, THEREFORE, the parties agree, covenant, and declare as follows:

1. **Golf Use Covenant.** The Golf Course Property, or any portion thereof, shall be used and operated only for a regulation length, 18 hole golf course, clubhouse and related facilities. For the purposes of this Declaration of Restrictive Covenant, "related facilities" shall include, but not necessarily be limited to, putting greens, driving ranges, satellite restrooms, cart barns, storage for golf related equipment/supplies, golf course maintenance buildings and yards, irrigation system infrastructure, caretaker/groundskeeper/security watchman accommodations, satellite food and beverage vending and service/concession facilities (fixed and mobile), conference, banquet, and food and beverage (including alcohol) service and dining facilities. No more than five overnight/short stay recreational vehicle parking and hook-ups to be used to support golf related activities (these hook-ups are not intended for commercial use unrelated to golf course activities), and complimentary accessory recreational facilities such as exercise/fitness center facilities. Permitted scope of "clubhouse" ancillary operations include, but are not limited to, providing a venue and catering for indoor and outdoor social and business functions, weddings, receptions, homeowner's association meetings, concert events, and otherwise functioning as a privately operated social club or community center. The parties also acknowledge that the Golf Course Property provides incidental easements for utilities, drainage, and access in support of residential housing in the vicinity of the Property, all as incidental permitted uses of the Property. Commercial uses expressly excluded within the intent of this covenant include, but are not limited to, providing overnight motel/hotel-type guest accommodations, ongoing gaming requiring permanent casino-type licensing, and operating as a tavern, bar, adult entertainment venue, or pool hall. The parties to this covenant acknowledge that the Golf Course Property is zoned as agricultural land and, if rezoned, the Golf Course Property could become a legal, non-conforming use under said new zoning scheme. In the event any of the uses expressly permitted by this Golf Course use covenant were legal uses when developed and should hereafter be deemed to be unpermitted uses under the agricultural zoning applicable to the property, such uses shall either be grandfathered uses if existing and legal at the time of this covenant,

or shall be uses requiring conditional use permit if proposed. Any proposed caretaker/groundskeeper/security watchman accommodations shall be classified as agricultural occupancies and expressly limited to a single residential unit or occupancy for the entire Golf Course Property, may not be segregated, platted, or conveyed separate from the Golf Course Property, and may not be offered as public accommodations or otherwise occupied except by current Golf Course employees and immediate families of current employees.

2. Covenant to Run With the Land. The covenant provided for herein shall run with the land and be binding upon the parties and all persons acquiring the Golf Course Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. The covenant provide for herein shall be for the benefit of the City, as a municipality with an interest in appropriate land uses and as the owner of adjoining or nearby property within the Horn Rapids area and development.

3. Enforcement. The City shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter.

4. Attorneys' Fees. In the event of litigation with respect to the enforcement or interpretation of this Declaration, including appeals, the prevailing party in such litigation shall be entitled to recover from the nonprevailing party the prevailing party's reasonable attorneys' fees, costs, and disbursements.

5. No Dedication or Gift; No Third Party Beneficiaries. Nothing in this Declaration shall be deemed a dedication or gift of any portion of the Golf Course Property to or for the benefit of the general public or for any public purpose whatsoever. This Declaration shall not be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto.

6. Entire Agreement. This Declaration constitutes the entire agreement of the parties as of the date hereof with respect to any matter described in this Declaration. No prior agreement, correspondence, or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof.

7. Amendment. No amendment or termination of this Declaration shall become effective until signed by the City and the owner of the Golf Course Property, acknowledged, and recorded in the real property records of Benton County, Washington.

8. Miscellaneous. The captions set forth in this Declaration are included for convenience of reference only and shall not in any way limit or affect the meaning or

interpretation of any terms or provisions of this Declaration. This Declaration shall be interpreted and construed under and governed by the laws of the State of Washington. Time is of the essence of this Declaration.

THE CITY OF RICHLAND, a Washington municipality By: <u>William King</u> Its: <u>Acting City Manager</u>	COLUMBIA GOLF ASSOCIATES, a Washington partnership By: Richland Golf Associates, a Washington general partnership Its: Managing Partner By: <u>Robert L. Sousshek</u> Its: <u>President</u>
--	--

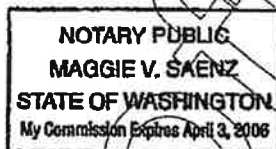
STATE OF WASHINGTON

COUNTY OF King

} ss.

On this 15th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared Robert Sousshek, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as President of COLUMBIA GOLF ASSOCIATES, a Washington partnership; and acknowledged said instrument to be his/her free and voluntary act and deed of said partnership for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Maggie V. Saenz
 NOTARY PUBLIC in and for the State of Washington, residing at Black Diamond
 My appointment expires 4/3/06
 Print Name MAGGIE V. SAENZ

STATE OF WASHINGTON

COUNTY OF BENTON

} ss.

On this 18th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared William King, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as CITY MANAGER OF THE CITY OF RICHLAND; and acknowledged said instrument to be the free and voluntary act and deed of the City for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Ellen E. Kuklinski
NOTARY PUBLIC in and for the State of
Washington, residing at Richland
My appointment expires 5-21-08
Print Name Ellen E. Kuklinski

Attachment 3

From: [Arrasmith, Darin](#)
To: brad@galerew.com
Subject: Horn Rapids Golf Course - Covenant
Date: Wednesday, September 05, 2018 2:42:36 PM
Attachments: [2011_024381.pdf](#)

Brad –

The recorded deed is attached. The restrictive covenant of interest begins on page 8.

Best Regards,

Darin K. Arrasmith, Planner
Office of Economic Development
City of Richland
509.942.7591

Attachment 4

RE: Horn Rapids Golf Course Sale

Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Thu 2/21/2019 3:41 PM

To: Steve Lorence <stev lorence@hotmail.com>; O'Neill, Shane <soneill@CI.RICHLAND.WA.US>

Cc: Follett, Lynne <lfollett@CI.RICHLAND.WA.US>

Mr. Lorence:

I met with the potential buyers earlier this morning and strongly suggested that they contact the homeowners located adjacent to the potential rezone site and golf course. They indicated that they have plans to do so in the near future.

In regards to the application, the application which was originally submitted will be revised by them towards the end of next week (likely Thursday or Friday). Until they have officially submitted a revision there is nothing official to forward to you regarding the revised application and I would be uncomfortable providing any detailed information until that revision officially arrives and then at that point becomes public record.

I will say that if your property is within 300' of the subject property you will automatically be notified by mail of any upcoming public comment period and public hearing associated with the property.

Thank you,



Mike Stevens, Planning Manager

City of Richland Development Services Dept.

505 Swift Blvd. MS#35

Richland, WA 99352

(509)942-7596

www.ci.richland.wa.us/

****This e-mail and your response are considered a public record and will be subject to disclosure under Washington's Public Records Act.****

From: Steve Lorence [mailto:stev lorence@hotmail.com]

Sent: Thursday, February 21, 2019 3:34 PM

To: O'Neill, Shane <soneill@CI.RICHLAND.WA.US>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Cc: Follett, Lynne <lfollett@CI.RICHLAND.WA.US>

Subject: Re: Horn Rapids Golf Course Sale

Thanks Shane. I understand that the potential buyer was supposed to file some amended plans this week. Was that done? If so, can you forward to me? Attached is the last one we received from you via another neighbor.

Steve

From: O'Neill, Shane <soneill@CI.RICHLAND.WA.US>

Sent: Thursday, February 21, 2019 2:49 PM

To: Steve Lorence; Stevens, Mike

Cc: Follett, Lynne

Subject: RE: Horn Rapids Golf Course Sale

Hi Steve,

Due to the close proximity of your home to the project site, you will receive direct notice of the public hearing in the mail.

I will add you to the list of parties of record to ensure you will receive a Notice of Decision as well.



Shane O'Neill

Senior Planner
City of Richland

P: 509.942.7587



From: Steve Lorence <stevelorence@hotmail.com>

Sent: Thursday, February 21, 2019 2:18 PM

To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; O'Neill, Shane <soneill@CI.RICHLAND.WA.US>

Cc: Follett, Lynne <lfollett@CI.RICHLAND.WA.US>

Subject: Horn Rapids Golf Course Sale

Good afternoon Mike and Shane:

I understand that you are working with the potential buyer of the Horn Rapids Golf Course who would like to rezone some of the property. I know other property owners have been in touch with you regarding this issue. My home is one of those that may be impacted if the buyer is allowed to rezone. I would like to be kept informed of the developments so I can impact this request to rezone. As I am sure you know, we bought our golf course property with the understanding that as long as the golf course is in operation, then no homes would be built that would block our views.

Thanks and I appreciate any information or updates you can give.

Steve Lorence
2858 Crosswater Loop
509-851-3761

Attachment 5

RE: Horn Rapids Golf Course Sale

Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Fri 3/1/2019 8:02 AM

To: Steve Lorence <stev lorence@hotmail.com>; O'Neill, Shane <soneill@CI.RICHLAND.WA.US>

Cc: Follett, Lynne <lfollett@CI.RICHLAND.WA.US>

Mr. Lorence:

I expect to receive a comprehensive plan and rezone application from the potential buyers today. It is my understanding that they are going to make application for a change of land use/zoning nearer the existing clubhouse, which will eventually lead to discussions with the city as to amending the deed restriction. The area that is zoned PUD, which is closer to your home is not part of this current application (based on my most recent discussions with the potential buyers).

The City is well aware of the deed restriction that is in place for the golf course as are the potential buyers, but there appears to be a possible discrepancy as to what officially constitutes the "golf course" and that issue is being researched. The owners are not ignoring it and have an attorney who is also researching aspects related to it.

You do not need to inform me as to who your hired legal counsel is.

I hope this information helps.



Mike Stevens, Planning Manager
City of Richland Development Services Dept.
505 Swift Blvd. MS#35
Richland, WA 99352
(509)942-7596
www.ci.richland.wa.us/

****This e-mail and your response are considered a public record and will be subject to disclosure under Washington's Public Records Act.****

From: Steve Lorence [mailto:stev lorence@hotmail.com]

Sent: Thursday, February 28, 2019 8:39 PM

To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; O'Neill, Shane <soneill@CI.RICHLAND.WA.US>

Cc: Follett, Lynne <lfollett@CI.RICHLAND.WA.US>

Subject: Re: Horn Rapids Golf Course Sale

Hi Mike:

Is there any update on the application from the potential buyers? We have not heard from them even though you recommended they contact us. I appreciate you giving them some direction on this.

We do have an attorney that will represent the homeowners in this matter. Do we need to let you know who we have contracted with?

Our understanding is that the legal documents that the city signed as a Commercial Licensing Agreement with the current owner of the golf course on August 25th of 2003 and the Final Agreement dated May 3, 2005 restrict the property use as golf course operations only. Any rezoning is prohibited by

these agreements. Our attorney is reviewing these agreements now, but you may want to review these as we believe that that restrict any rezoning. As we understand this, the potential buyer is aware of these restrictions and is ignoring them and is hoping to move ahead with the rezoning request.

I would be happy to meet with you to discuss.

By the way, I am the Chairman of the Personnel Commission of the City of Richland. I was appointed by the City Council in 2018 have been working with the City Attorney, Heather Kintzley. I just thought it would be appropriate to disclose this so you know that I have a connection with the City.

Thanks for your attention to this and I hope that we can resolve this issue.

Steve Lorence

851-3761

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Sent: Thursday, February 21, 2019 3:41 PM

To: Steve Lorence; ONeill, Shane

Cc: Follett, Lynne

Subject: RE: Horn Rapids Golf Course Sale

Mr. Lorence:

I met with the potential buyers earlier this morning and strongly suggested that they contact the homeowners located adjacent to the potential rezone site and golf course. They indicated that they have plans to do so in the near future.

In regards to the application, the application which was originally submitted will be revised by them towards the end of next week (likely Thursday or Friday). Until they have officially submitted a revision there is nothing official to forward to you regarding the revised application and I would be uncomfortable providing any detailed information until that revision officially arrives and then at that point becomes public record.

I will say that if your property is within 300' of the subject property you will automatically be notified by mail of any upcoming public comment period and public hearing associated with the property.

Thank you,



Mike Stevens, Planning Manager
City of Richland Development Services Dept.
505 Swift Blvd. MS#35
Richland, WA 99352
(509)942-7596
www.ci.richland.wa.us/

****This e-mail and your response are considered a public record and will be subject to disclosure under Washington's Public Records Act.****

From: Steve Lorence [<mailto:stevelorence@hotmail.com>]

Sent: Thursday, February 21, 2019 3:34 PM

To: O'Neill, Shane <soneill@CI.RICHLAND.WA.US>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Cc: Follett, Lynne <lfollett@CI.RICHLAND.WA.US>
Subject: Re: Horn Rapids Golf Course Sale

Thanks Shane. I understand that the potential buyer was supposed to file some amended plans this week. Was that done? If so, can you forward to me? Attached is the last one we received from you via another neighbor.

Steve

From: O'Neill, Shane <soneill@CI.RICHLAND.WA.US>
Sent: Thursday, February 21, 2019 2:49 PM
To: Steve Lorence; Stevens, Mike
Cc: Follett, Lynne
Subject: RE: Horn Rapids Golf Course Sale

Hi Steve,

Due to the close proximity of your home to the project site, you will receive direct notice of the public hearing in the mail.

I will add you to the list of parties of record to ensure you will receive a Notice of Decision as well.



Shane O'Neill

Senior Planner
City of Richland

P: 509.942.7587



From: Steve Lorence <stevelorence@hotmail.com>
Sent: Thursday, February 21, 2019 2:18 PM
To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; O'Neill, Shane <soneill@CI.RICHLAND.WA.US>
Cc: Follett, Lynne <lfollett@CI.RICHLAND.WA.US>
Subject: Horn Rapids Golf Course Sale

Good afternoon Mike and Shane:

I understand that you are working with the potential buyer of the Horn Rapids Golf Course who would like to rezone some of the property. I know other property owners have been in touch with you regarding this issue. My home is one of those that may be impacted if the buyer is allowed to rezone. I would like to be kept informed of the developments so I can impact this request to rezone. As I am sure you know, we bought our golf course property with the understanding that as long as the golf course is in operation, then no homes would be built that would block our views.

Thanks and I appreciate any information or updates you can give.

Steve Lorence
2858 Crosswater Loop
509-851-3761

Attachment 6

Re: Horn Rapids Golf Course Sale

Steve Lorence <stevelorence@hotmail.com>

Fri 3/1/2019 3:35 PM

To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; O'Neill, Shane <soneill@CI.RICHLAND.WA.US>

Cc: Follett, Lynne <lfollett@CI.RICHLAND.WA.US>

 2 attachments (3 MB)

Commercial Licensing Agreement pages 1 and 2.pdf; Final Agreement Dated 05-03-2005.pdf;

Mike:

I know you have both the Commercial Licensing Agreement and the Final Agreement on the use of the property. In our review of the language, we clearly see that the use of the golf course property is limited to golf course operations. See #3 on page 2 of the Commercial Licensing Agreement that I have attached. Also, #2.1 on page 5 of the Final Agreement attached is extremely clear to us. If there is any changes to these documents, what is the process and will we as interested parties have a chance to have input?

Thanks again Mike. I appreciate your attention to this and for responding so quickly.

Steve Lorence
2858 Crosswater Loop

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Sent: Friday, March 1, 2019 8:02 AM

To: Steve Lorence; O'Neill, Shane

Cc: Follett, Lynne

Subject: RE: Horn Rapids Golf Course Sale

Mr. Lorence:

I expect to receive a comprehensive plan and rezone application from the potential buyers today. It is my understanding that they are going to make application for a change of land use/zoning nearer the existing clubhouse, which will eventually lead to discussions with the city as to amending the deed restriction. The area that is zoned PUD, which is closer to your home is not part of this current application (based on my most recent discussions with the potential buyers).

The City is well aware of the deed restriction that is in place for the golf course as are the potential buyers, but there appears to be a possible discrepancy as to what officially constitutes the "golf course" and that issue is being researched. The owners are not ignoring it and have an attorney who is also researching aspects related to it.

You do not need to inform me as to who your hired legal counsel is.

I hope this information helps.

Mike Stevens, Planning Manager
City of Richland Development Services Dept.

COMMERCIAL LICENSING AGREEMENT

This Commercial Licensing Agreement is made and effective August 25, 2003 by and between The City of Richland, Washington, ("Owner" or "Licensor") and Columbia Golf Associates ("Licensee").

Licensor is the owner of land and improvements commonly known as the Horn Rapids Golf Course ("the Golf Course") in Richland, Washington, a full legal description of which is attached as Exhibit A to this Licensing Agreement ("the Premises") and incorporated herein by this reference as if set forth at length.

Licensor desires to license rights to operate a golf course on the Premises to Licensee, and Licensee desires to be licensed by Licensor to operate a golf course on the Premises for the term and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. Term

A. Licensor hereby licenses to Licensee the exclusive right to operate a golf course on the Premises, and Licensee hereby receives such license from Licensor, for an "Initial Term" beginning August 25, 2003, and ending at the date and time when the Court-Determined Local Improvement District foreclosure redemption period terminates; provided, however, that the term of this License shall end sooner if the Licensee or its designee redeems the property sooner; provided, further, that the Licensee shall in any event have the option to terminate this License earlier upon 120 days written notice to the Licensor. Licensor shall use its best efforts to give Licensee possession as nearly as possible at the beginning of the License term. If Licensor is unable to timely provide the Premises, license fees shall abate for the period of delay.

B. Licensee may seek renewal of the License for extended terms of one years by notifying Licensor not less than one hundred eighty (180) days prior to the expiration of each term of its request for renewal. Should Licensee not provide notice as provided in this subsection, Licensor will be allowed during the last five months of the license term to show the property to prospective purchasers/operators upon appropriate and reasonable notice to the on-site operator. The terms and conditions of any renewal of this License shall be subject to the later mutual agreement of the parties, and either party shall be free to refuse to consider any renewal. Licensor shall retain sole and absolute discretion in granting any additional terms for this license.

The Licensor shall have the right to review the balance sheet and profit and loss statement on the Licensee's operation at the Golf Course either during the 120-day period mentioned above following the Licensee's giving of notice of early termination of the License or during the last 120 days of the License term, assuming the parties have not agreed upon an extension of this License for a renewal term. The Licensor shall also have the right during said

120-day time periods to show the Golf Course and Premises to prospective purchasers/operators at reasonable times and upon reasonable advance notice to Licensee.

2. License Fee

A. Licensee shall pay to Licensor during the Initial Term a license fee of \$1.00 per year, payable in advance on the first day of each calendar year during the license term to Licensor at such place designated by written notice from Licensor. The license payment amount for any partial calendar years included in the license term shall be prorated on a daily basis.

B. The license fee for any renewal license term, if created as permitted under this License, shall be \$1.00 per year payable in annual installments as described above.

3. Use

Licensee shall use the Premises to continue to operate Horn Rapids Golf Course to the standards to which it has been operated since its inception but in any event to the level of the Golf Course Maintenance Specifications as provide in Exhibit B. Licensee's rights and responsibilities to operate the Golf Course shall include but not be limited to: managing the Golf Course, clubhouse, pro shop, restaurant and banquet facilities; managing the putting course and driving range; maintaining the Premises in a condition consistent with their condition at the commencement of the Initial Term of this License; hiring and firing employees and independent contractors; applying for, obtaining and maintaining in full force and effect all necessary permits and licenses; purchasing, maintaining, repairing or replacing all necessary equipment and supplies; complying with all legal requirements, including applicable environmental laws; and preparing and maintaining the Golf Course's books, accounts and records. Throughout the term of this License, including any extensions beyond the Initial Term, Licensee shall be entitled to any and all profits derived from the operation of the Golf Course and shall be responsible for any and all losses suffered by the Golf Course.

4. Property Rights

During the term of this License, Licensor and Licensee shall work together to resolve inconsistent or inaccurate legal boundaries. Prior to completing any boundary modifications, the City shall consult with and consider the position of the Licensee as that position relates to the use of the property as a golf course. However, the final determination of the extent of any boundary change shall be made by the City of Richland, holding the property in trust for the Local Improvement District Guaranty Fund, and consistent with the continued use of the property as a golf course.

Licensor hereby vests in Licensee, throughout the term of this License, full legal right and power to oppose any trespass or other infringement, intrusion or burden upon the Premises, including but not limited to allowing Licensee to proceed in Licensor's name to oppose any such trespass or other infringement.

5. Ownership Rights

Licensor hereby agrees and acknowledges that it does not own and has no claim against any of the buildings and equipment listed on Exhibit C to this Agreement or the Golf Course business itself. Upon the termination or other conclusion of this License, title to and right to possession of the buildings and equipment listed in Exhibit C shall remain Licensee's, including the right to remove the buildings and equipment from the Premises. The Licensor shall have the right but not the obligation to purchase the personal property, including facilities claimed to be personal property in Exhibit C for such amount as shall be mutually agreeable to the parties. In order to assist the negotiation of the parties, if deemed necessary, the parties may agree to have the property on Exhibit C appraised by a mutually acceptable appraiser, with the appraisal expenses split between the parties. Regardless, such appraisal shall be for information purposes only and shall not be binding upon either of the parties absent later mutual agreement.

6. Assignment

Licensee shall have the right without Licensor's consent to assign this License to a corporation with which Licensee may merge or consolidate, to any subsidiary of Licensee, to any corporation under common control with Licensee, or to a purchaser of substantially all of Licensee's assets. Except as set forth above, Licensee shall not relicense all or any part of the Premises or assign this License in whole or in part without Licensor's consent, such consent not to be unreasonably withheld or delayed. As a result of the prior relationship between the Licensor and Licensee, and in settlement of some of the issues between the parties, the City reserves the right to modify some or all of the favorable terms in this License should there be an assignment of this License to any party, unless such assignment is a related or wholly owned entity of the Licensee or its principals

7. Repairs

During the License term, Licensee shall make, at Licensee's expense, all reasonable and necessary repairs to the Premises.

8. Alterations and Improvements

Licensee, at Licensee's expense, shall have the right following Licensor's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Premises from time to time as Licensee may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Licensee shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Licensee at the commencement of the License term or placed or installed on the Premises by Licensee thereafter, shall remain Licensee's property free and clear of any claim by Licensor. Licensee shall have the right to remove the same at any time during the term of this License provided that all damage to the Premises caused by such removal shall be repaired by Licensee at Licensee's expense.

9. Property Taxes

Licensee shall pay all current, general real estate taxes (or leasehold taxes, if applicable) as they come due during the term of this License. The parties further agree that the Licensor shall pay all outstanding, delinquent real estate taxes and related interest and penalties prior to county tax foreclosure, and in consideration of the same, the Licensee agrees that in the event the Licensee redeems the property from the Local Improvement District foreclosure sale, then the Licensee shall repay the Licensor for the delinquent taxes, interest and penalties paid by the Licensor under an installment arrangement as follows: The total amount of taxes, interest and penalties paid by City to be repayable on monthly installment basis fully amortized over five years with interest at 5% per annum on the declining principal balance.

Each party shall timely pay the personal property taxes on their respective personal property situated on the Premises.

10. Insurance

Licensee agrees to maintain and pay for, throughout the term of this License, insurance on the Premises of the same type(s) and at the same coverage limits as the insurance covering the Premises as of May 1, 2003. Prior to execution of this license agreement, Licensee shall provide documentation to the Licensor of insurance coverage which names the Licensor as a named insured and permit time for the Licensor to determine that such coverage is adequate to protect the Licensor. The Licensee will provide to Licensor thirty (30) days notification prior to the termination, modification or change in provider for this insurance.

11. Utilities

Licensee shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Licensee on the Premises during the term of this License unless otherwise expressly agreed in writing by Licensor. In the event that any utility or service provided to the Premises is not separately metered, Licensor shall pay the amount due and separately invoice Licensee for Licensee's pro rata share of the charges. Licensee shall pay such amounts within fifteen (15) days of invoice.

12. Entry

Licensor shall have the right to enter upon the Premises at reasonable hours to inspect the same, provided Licensor shall not thereby unreasonably interfere with Licensee's business on the Premises.

13. Damage and Destruction

If the Premises or any part thereof or any pertinence thereto is damaged by fire or other casualty, then the parties agree that any applicable insurance proceeds shall be utilized for the repair or rebuilding of the same, unless the parties mutually agree otherwise in writing.

14. Default

If Licensor or Licensee defaults at any time on any of the covenants or conditions to be kept, observed and performed by it, respectively, and such default shall continue for thirty (30) days after notice thereof in writing to the party in default by the non-defaulting party without correction thereof then having been commenced and thereafter diligently prosecuted, the non-defaulting party may declare the term of this License ended and terminated by giving the defaulting party written notice of such intention. If Licensee is in default, Licensor gives proper notice of default and Licensee does not surrender possession of the Premises, Licensor may reenter the Premises. The non-defaulting party shall have, in addition to the remedy above provided, any other right or remedy available on account of default, either in law or equity. The non-defaulting party shall use reasonable efforts to mitigate its damages, if any.

15. Representations and Warranties

15.1 Licensor's Representations and Warranties. As a material inducement for Licensee to enter into this Agreement, Licensor represents and warrants the following:

- (1) *Power and Authority.* That it is a municipality duly organized, validly existing and in good standing under the laws of the State of Washington; that it is duly qualified to do business and is in good standing in the State of Washington; that it has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Licensor of Licensor's obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which Licensor is a party or by which Licensor is bound.
- (2) *Authorization; Valid Obligation.* That all actions required to be taken by or on behalf of Licensor to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of Licensor enforceable in accordance with its terms, except as the same may be affected by moratoriums or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.
- (3) *Executive Parties.* That the persons executing this Agreement on behalf of Licensor have full power and authority to bind Licensor to the terms hereof.
- (4) *Licensor's Understanding.* That in entering into this Agreement, Licensor has not relied on any statement as to the possibility of future success or as to any similar matters which may have been prepared by Licensee or by any of its Affiliates and understands that no guarantee is made or implied

by Licensee or by any of its Affiliates as to the future earnings or financial success of the Premises.

- (5) *Legal Requirements.* That there are no existing violations of Legal Requirements with respect to the Premises.

15.2 Licensee's Representations and Warranties. As a material inducement to Licenser to enter into this Agreement, Licensee represents and warrants the following:

- (1) *Power and Authority.* That it is a partnership duly organized, validly existing and in good standing under the laws of the State of Washington; that it is duly qualified to do business and is in good standing in the State of Washington; that it has all necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Licensee of Licensee's obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which Licensee is a party or by which Licensee is bound.
- (2) *Authorization: Valid Obligation.* That all actions required to be taken by or on behalf of Licensee to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of Licensee enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.
- (3) *Executing Parties.* That the persons executing this Agreement on behalf of Licensee have full power and authority to bind Licensee to the terms hereof.
- (4) *Licensee's Understanding.* That in entering into this Agreement, Licensee has not relied on any statement from Licenser or any representative or partner of Licenser, except for the Licenser's representations and warranties contained in this Agreement.

16. Quiet Possession

Licenser covenants and warrants that upon performance by Licensee of its obligations hereunder, Licenser will keep and maintain Licensee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the term of this License. However, during the last 120 days of the then current and final term, Licensee shall permit Licenser access at reasonable times and upon reasonable advance notification, to show and evaluate the Golf Course, and its maintenance and operations.

17. Brokers

Licensee represents that Licensee was not shown the Premises by any real estate broker or agent and that Licensee has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge in connection with this License.

18. Waiver

No waiver of any default of Licensor or Licensee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Licensor or Licensee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

19. Memorandum of License

The parties hereto contemplate that this License should not and shall not be filed for record, but in lieu thereof, at the request of either party, Licensor and Licensee shall execute a Memorandum of License to be recorded for the purpose of giving record notice of the appropriate provisions of this License.

20. Headings

The headings used in this License are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this License.

21. Successors

The provisions of this License shall extend to and be binding upon Licensor and Licensee and their respective legal representatives, successors and assigns.

22. Consent

Licensor shall not unreasonably withhold or delay its consent with respect to any matter for which Licensor's consent is required or desirable under this License.

23. Compliance with Law

Licensee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Licensee's use of the Premises. Licensor shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises.

24. Applicable Law

This Agreement and all provisions hereof, irrespective of the place of execution or performance, shall be construed and enforced in accordance with the laws of the State of Washington. Venue for all actions or claims pursuant to this Agreement shall be Seattle, Washington.

25. Savings Clause

If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be held invalid or unenforceable to any extent, the same shall not affect the validity or enforceability of the remainder of this Agreement.

26. Attorneys' Fees and Expenses

In the event of any dispute or litigation concerning the enforcement, validity or interpretation of this Agreement, or any part hereof, the prevailing party shall be entitled to all its reasonable costs, charges, fees and expenses (including reasonable attorneys' fees and costs) from the other party, regardless of whether any litigation is initiated or prosecuted to judgment. The term "attorneys' fees and costs" shall also include, without limitation, all such fees and costs incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and costs were incurred, and shall include all such fees and costs incurred or anticipated to be incurred in collecting or enforcing any judgment in connection therewith.

27. Non-Discrimination in Employment

Licensee will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex or national origin. Licensee will use reasonable and diligent efforts to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Licensee shall not discriminate with respect to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

28. No Third-Party Beneficiaries

This Agreement is not intended and shall not be deemed or construed to convey any rights, powers or privileges on any person, firm, partnership, corporation, or other entity not a party hereto except as may be expressly provided herein to the contrary.

29. Counterparts

This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts should constitute one and the same Agreement.

30. Independent Contractor

Licensor and Licensee acknowledge and agree that Licensee will act as an independent contractor in the performance of its duties and responsibilities set forth in this Agreement. No provisions hereunder shall be intended to create a partnership or joint venture between Licensor and Licensee with respect to the Premises or otherwise, and neither party shall have the power to bind or obligate the other party, except as expressly set forth in this Agreement.

31. Confidentiality

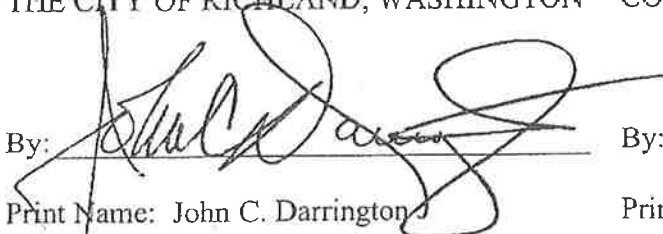
Licensor shall hold confidential any information which Licensor receives in connection with the performance of its obligations hereunder and which concerns Licensee or its operations or business and shall not disclose all or any portion of such information to any third party, except for such disclosures as are reasonably necessary to perform Licensor's obligations hereunder or are required by law or by any proposed lender or mortgagee of the Premises. During the last 120 days of this License, the Licensor shall be provided full access to course performance information for use in presenting to potential purchasers and for valuation purposes.

32. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

THE CITY OF RICHLAND, WASHINGTON COLUMBIA GOLF ASSOCIATES

By: 

Print Name: John C. Darrington

Title: City Manager

By: 

Print Name: Robert L. Sourshek

Title: Pres.

APPROVED AS TO FORM:

By: Thomas O. Lampson

Print Name: Thomas O. Lampson

Title: City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I CERTIFY that I know or have satisfactory evidence that John Darrington and Thomas O. Lampson are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument, and acknowledged it as the City Manager and City Attorney, respectively, of the City of Richland, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED this 25th day of August, 2003.

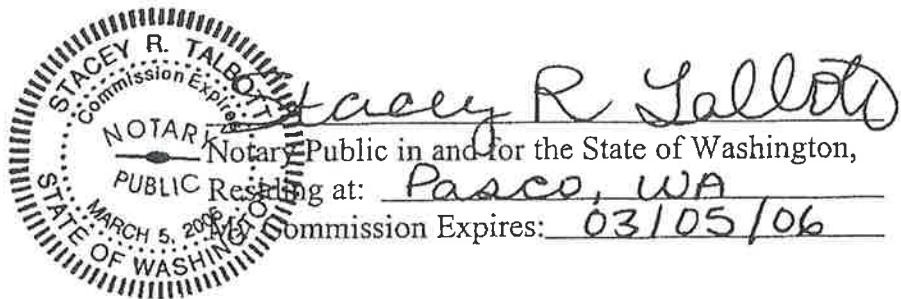


Debra Wiseman
NOTARY PUBLIC, State of Washington,
residing at West Richland
My Commission expires: 11-19-06

STATE OF WASHINGTON)
 : ss.
COUNTY OF BENTON)

I CERTIFY that I know or have satisfactory evidence that ROBERT L. SOUSHEK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument, and acknowledged it as the PRESIDENT, respectively, of COLUMBIA GOLF ASSOCIATES, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 15th day of August, 2003.



PUB981RW
CDEDMARKSPCITY OF RICHLAND
EXTENDED LEGAL DESCRIPTION PRINTED ON 9:02:37 07/08/03

PAGE 1

PARCEL ID 1 29 0 8 100 0002 000

86.27 ac.

SECTION 29 TOWNSHIP 10 NORTH RANGE 28: THAT PORTION OF THE FOLLOWING DESCRIBED LEGAL LYING WITHIN SAID SECTION 29: (AKA GOLF COURSE) THOSE PORTIONS OF SECTION 20, 21, 28 AND 29, TOWNSHIP 10, NORTH RANGE 28, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28: THENCE NORTH 89 DEGREES 22 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 210.81 FEET TO THE SOUTH-WESTERLY MARGIN OF STATE ROUTE 240 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 92.39 FEET TO A POINT OF CURVE: THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTH-WESTERLY MARGIN ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10,085.00 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 03 MINUTES 39 SECONDS A DISTANCE OF 186.73 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 06 SECONDS WEST A DISTANCE OF 255.00 FEET: THENCE SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST A DISTANCE OF 475.39 FEET: THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 77.90 FEET TO A POINT DESIGNATED AS POINT 'A' FOR THE PURPOSE OF THIS DESCRIPTION: THENCE NORTH 82 DEGREES 18 MINUTES 42 SECONDS WEST A DISTANCE OF 23.04 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 742.00 FEET THROUGH A CENTRAL ANGLE OF 29 DEGREES 43 MINUTES 31 SECONDS A DISTANCE OF 384.95 FEET: THENCE NORTH 14 DEGREES 59 MINUTES 24 SECONDS WEST A DISTANCE OF 508.70 FEET: THENCE NORTH 16 DEGREES 01 MINUTES 50 SECONDS EAST A DISTANCE OF 135.61 FEET: THENCE NORTH 51 DEGREES 17 MINUTES 48 SECONDS WEST A DISTANCE OF 1,333.37 FEET: THENCE NORTH 85 DEGREES 53 MINUTES 49 SECONDS WEST A DISTANCE OF 563.46 FEET: THENCE NORTH 61 DEGREES 58 MINUTES 50 SECONDS WEST A DISTANCE OF 358.65 FEET: THENCE NORTH 77 DEGREES 12 MINUTES 20 SECONDS WEST A DISTANCE OF 445.05 FEET: THENCE NORTH 70 DEGREES 47 MINUTES 09 SECONDS WEST A DISTANCE OF 969.21 FEET: THENCE SOUTH 43 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 430.60 FEET: THENCE SOUTH 23 DEGREES 28 MINUTES 27 SECONDS EAST A DISTANCE OF 784.05 FEET: THENCE SOUTH 80 DEGREES 22 MINUTES 52 SECONDS EAST A DISTANCE OF 179.53 FEET: THENCE NORTH 87 DEGREES 48 MINUTES 16 SECONDS EAST A DISTANCE OF 595.60 FEET: THENCE NORTH 75 DEGREES 42 MINUTES 59 SECONDS EAST A DISTANCE OF 608.25 FEET: THENCE SOUTH 78 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 837.06 FEET: THENCE SOUTH 19 DEGREES 14 MINUTES 50 SECONDS EAST A DISTANCE OF 635.28 FEET: THENCE SOUTH 46 DEGREES 54 MINUTES 14 SECONDS EAST A DISTANCE OF 393.54 FEET: THENCE SOUTH 58 DEGREES 04 MINUTES 07 SECONDS EAST A DISTANCE OF 490.37 FEET: THENCE SOUTH 67 DEGREES 09 MINUTES 40 SECONDS WEST A DISTANCE OF 199.36 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 67 DEGREES 38 MINUTES 16 SECONDS DISTANCE OF 422.62 FEET: THENCE NORTH 45 DEGREES 12 MINUTES 04 SECONDS WEST A DISTANCE OF 544.46 FEET: THENCE NORTH 15 DEGREES 41 MINUTES 24 SECONDS WEST A DISTANCE OF 428.64 FEET: THENCE SOUTH 46 DEGREES 09 MINUTES 03 SECONDS WEST A DISTANCE OF 143.94 FEET: THENCE NORTH 73 DEGREES 25 MINUTES 15 SECONDS WEST A DISTANCE OF 829.57 FEET: THENCE SOUTH 76 DEGREES 07 MINUTES 32 SECONDS WEST A DISTANCE OF 352.03 FEET: THENCE SOUTH 87 DEGREES 59 MINUTES 08 SECONDS WEST A DISTANCE OF 592.45 FEET: THENCE NORTH 78 DEGREES 30 MINUTES 24 SECONDS WEST A DISTANCE OF 487.33 FEET: THENCE NORTH 17 DEGREES 47 MINUTES 28

PARCEL ID 1 29 0 8 100 0002 000

SECONDS WEST A DISTANCE OF 448.14 FEET: THENCE NORTH 14 DEGREES 02 MINUTES 54 SECONDS WEST A DISTANCE OF 699.54 FEET: THENCE NORTH 48 DEGREES 39 MINUTES 34 SECONDS EAST A DISTANCE OF 764.06 FEET: THENCE SOUTH 68 DEGREES 42 MINUTES 46 SECONDS EAST A DISTANCE OF 791.83 FEET: THENCE SOUTH 69 DEGREES 57 MINUTES 21 SECONDS EAST A DISTANCE OF 250.95 FEET: THENCE NORTH 83 DEGREES 26 MINUTES 21 SECONDS EAST A DISTANCE OF 562.80 FEET: THENCE NORTH 68 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 273.38 FEET TO SAID SOUTHWESTERLY MARGIN OF STATE ROUTE 240: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 1,912.80 FEET: THENCE SOUTH 37 DEGREES 24 MINUTES 45 SECONDS WEST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 10.00 FEET: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 232.06 FEET TO THE TRUE POINT OF BEGINNING: TOGETHER WITH BEGINNING AT THE ABOVE DESCRIBED POINT 'A': THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 84.16 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 83.22 FEET: THENCE SOUTH 71 DEGREES 52 MINUTES 40 SECONDS EAST A DISTANCE OF 553.94 FEET: THENCE SOUTH 26 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 619.15 FEET: THENCE NORTH 86 DEGREES 21 MINUTES 24 SECONDS EAST A DISTANCE OF 303.06 FEET: THENCE SOUTH 03 DEGREES 23 MINUTES 49 SECONDS WEST A DISTANCE OF 201.19 FEET TO A POINT OF CURVE: THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 86 DEGREES 22 MINUTES 11 SECONDS A DISTANCE OF 37.69 FEET: THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 116.49 FEET TO A POINT OF CURVE: THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 235.62: THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 104.46 FEET TO A POINT OF CURVE: THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 11 MINUTES 32 SECONDS A DISTANCE OF 39.35 FEET TO A POINT OF REVERSE CURVE: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 342.00 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 04 MINUTES 54 SECONDS A DISTANCE OF 90.02 FEET: THENCE SOUTH 15 DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 401.33 FEET: THENCE SOUTH 76 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 47.80 FEET: THENCE SOUTH 00 DEGREES 06 MINUTE 53 SECONDS EAST A DISTANCE OF 396.07 FEET: THENCE SOUTH 86 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 373.35 FEET: THENCE SOUTH 65 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 1357.19 FEET: THENCE SOUTH 60 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 163.03 FEET: THENCE NORTH 48 DEGREES 12 MINUTES 13 SECONDS WEST A DISTANCE OF 944.01 FEET: THENCE NORTH 74 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 320.97 FEET: THENCE SOUTH 63 DEGREES 08 MINUTES 05 SECONDS WEST A DISTANCE OF 509.07 FEET: THENCE NORTH 36 DEGREES 43 MINUTES 28 SECONDS WEST A DISTANCE OF 565.10 FEET: THENCE NORTH 46 DEGREES 16 MINUTES 39 SECONDS WEST A DISTANCE OF 99.56 FEET: THENCE NORTH 77 DEGREES 09 MINUTES 32 SECONDS A DISTANCE OF 426.92 FEET: THENCE NORTH 64 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 1036.94 FEET: THENCE NORTH 60 DEGREES 52

PARCEL ID 1 29 0 8 100 0002 000

MINUTES 51SECONDS WEST A DISTANCE OF 721.93 FEET: THENCE NORTH 52 DEGREES 24 MINUTES 10 SECONDS EAST A DISTANCE OF 1106.57 FEET: THENCE NORTH 57 DEGREES 31 MINUTES 24 SECONDS EAST A DISTANCE OF 405.23 FEET: THENCE SOUTH 84 DEGREES 34 MINUTES 09 SECONDS EAST A DISTANCE OF 747.48 FEET: THENCE SOUTH 24 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 3.75 FEET: THENCE SOUTH 64 DEGREES 02 MINUTES 25 SECONDS WEST A DISTANCE OF 19.20 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 25 DEGREES 38 MINUTES 27 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 642.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 14 MINUTES 30 SECONDS A DISTANCE OF 114.79 FEET: THENCE SOUTH 35 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 90.59 FEET: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 569.00 FEET: THENCE SOUTH 65 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 134.00 FEET: THENCE NORTH 71 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 149.73 FEET: THENCE NORTH 86 DEGREES 38 MINUTES 39 SECONDS EAST A DISTANCE OF 494.00 FEET: THENCE SOUTH 75 DEGREES 23 MINUTES 03 SECONDS EAST A DISTANCE OF 59.34 FEET: THENCE SOUTH 81 DEGREES 05 MINUTES 30 SECONDS EAST A DISTANCE OF 124.00 FEET: THENCE SOUTH 64 DEGREES 55 MINUTES 14 SECONDS A DISTANCE OF 249.01 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 57 DEGREES 37 MINUTES 50 SECONDS WEST: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 32 DEGREES 57 MINUTES 26 SECONDS A DISTANCE OF 205.93 FEET: THENCE SOUTH 65 DEGREES 19 MINUTES 36 SECONDS WEST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE SOUTHWEST-ERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 692.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 123.42 FEET: THENCE NORTH 73 DEGREES 07 MINUTES 56 SECONDS WEST A DISTANCE OF 280.12 FEET: THENCE SOUTH 87 DEGREES 26 MINUTES 27 SECONDS WEST A DISTANCE OF 165.92 FEET: THENCE SOUTH 67 DEGREES 20 MINUTES 30 SECONDS WEST A DISTANCE OF 167.28 FEET: THENCE SOUTH 47 DEGREES 50 MINUTES 27 SECONDS WEST A DISTANCE OF 167.15 FEET: THENCE SOUTH 30 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 97.63 FEET: THENCE NORTH 51 DEGREES 42 MINUTES 21 SECONDS WEST A DISTANCE OF 247.93 FEET: THENCE NORTH 38 DEGREES 17 MINUTES 39 SECONDS EAST A DISTANCE OF 65.47 FEET: THENCE NORTH 25 DEGREES 35 MINUTES 45 SECONDS WEST A DISTANCE OF 807.46 FEET: THENCE NORTH 84 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 460.71 FEET: THENCE SOUTH 64 DEGREES 26 MINUTES 40 SECONDS WEST A DISTANCE OF 435.43 FEET: THENCE SOUTH 49 DEGREES 15 MINUTES 59 SECONDS WEST A DISTANCE OF 461.77 FEET: THENCE SOUTH 48 DEGREES 02 MINUTES 01 SECONDS EAST A DISTANCE OF 272.44 FEET: THENCE SOUTH 66 DEGREES 13 MINUTES 36 SECONDS EAST A DISTANCE OF 637.95 FEET: THENCE NORTH 85 DEGREES 38 MINUTES 52 SECONDS EAST A DISTANCE OF 231.27 FEET: THENCE SOUTH 71 DEGREES 46 MINUTES 53 SECONDS EAST A DISTANCE OF 312.27 FEET: THENCE SOUTH 33 DEGREES 08 MINUTES 15 SECONDS EAST A DISTANCE OF 69.74 FEET: THENCE SOUTH 51 DEGREES 42 MINUTES 21 SECONDS EAST A DISTANCE OF 483.58 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 28 SECONDS EAST A DISTANCE OF 229.95 FEET: THENCE SOUTH 55 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 188.08 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 78 DEGREES

ARCEL ID 1 29 0 8 100 0002 000

12 MINUTES 32 SECONDS EAST: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 462.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 18 SECONDS A DISTANCE OF 7.03 FEET: THENCE SOUTH 72 DEGREES 39 MINUTES 49 SECONDS EAST A DISTANCE OF 84.65 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 80 DEGREES 30 MINUTES 53 SECONDS EAST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 378.00 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 29 SECONDS A DISTANCE OF 20.72 FEET: THENCE NORTH 12 DEGREES 37 MINUTES 36 SECONDS EAST A DISTANCE OF 136.48 FEET: THENCE SOUTH 80 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 779.61 FEET: THENCE SOUTH 53 DEGREES 23 MINUTES 05 SECONDS EAST A DISTANCE OF 748.90 FEET: THENCE NORTH 52 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 532.40 FEET: THENCE NORTH 10 DEGREES 05 MINUTES 41 SECONDS EAST A DISTANCE OF 395.69 FEET: THENCE NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST A DISTANCE OF 70.67 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST: THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 102 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 89.85 FEET: THENCE NORTH 03 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 116.78 FEET: THENCE SOUTH 89 DEGREES 17 MINUTES 26 SECONDS WEST A DISTANCE OF 444.69 FEET: THENCE NORTH 76 DEGREES 22 MINUTES 48 SECONDS WEST A DISTANCE OF 1068.33 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 47 DEGREES 15 MINUTES 49 SECONDS EAST: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 16 SECONDS A DISTANCE OF 142.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 608.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 108.44 FEET: THENCE NORTH 65 DEGREES 19 MINUTES 36 SECONDS EAST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 20 MINUTES 28 SECONDS A DISTANCE OF 110.63 FEET: THENCE SOUTH 58 DEGREES 25 MINUTES 13 SECONDS EAST A DISTANCE OF 169.74 FEET: THENCE SOUTH 65 DEGREES 21 MINUTES 38 SECONDS EAST A DISTANCE OF 85.61 FEET: THENCE SOUTH 77 DEGREES 45 MINUTES 45 SECONDS EAST A DISTANCE OF 559.82 FEET: THENCE SOUTH 65 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 90.29 FEET: THENCE SOUTH 12 DEGREES 02 MINUTES 08 SECONDS WEST A DISTANCE OF 17.65 FEET: THENCE SOUTH 81 DEGREES 12 MINUTES 58 SECONDS EAST A DISTANCE OF 198.99 FEET: THENCE NORTH 28 DEGREES 52 MINUTES 00 SECONDS EAST A DISTANCE OF 189.93 FEET: THENCE NORTH 36 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 94.26 FEET: THENCE NORTH 38 DEGREES 03 MINUTES 16 SECONDS WEST A DISTANCE OF 83.31 FEET: THENCE NORTH 76 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 291.05 FEET: THENCE NORTH 62 DEGREES 44 MINUTES 22 SECONDS WEST A DISTANCE OF 213.55 FEET: THENCE SOUTH 81 DEGREES 00 MINUTES 01 SECONDS WEST A DISTANCE OF 77.68 FEET: THENCE NORTH 86 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 202.11 FEET: THENCE NORTH 54 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 74.38 FEET: THENCE NORTH 23 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 20.51 FEET: THENCE NORTH 57

PARCEL ID 1 29 0 8 100 0002 000

DEGREES 24 MINUTES 01 SECONDS WEST A DISTANCE OF 84.76 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 78 DEGREES 24 MINUTES 22 SECONDS WEST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 23 MINUTES 55 SECONDS A DISTANCE OF 3.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES A DISTANCE OF 326.70 FEET: THENCE NORTH 22 DEGREES 50 MINUTES 20 SECONDS WEST A DISTANCE OF 29.53 FEET TO A POINT OF CURVE: THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 39.27 FEET: THENCE NORTH 67 DEGREES 09 MINUTES 40 SECONDS EAST A DISTANCE OF 206.25 FEET: THENCE SOUTH 34 DEGREES 06 MINUTES 02 SECONDS EAST A DISTANCE OF 319.76 FEET: THENCE SOUTH 63 DEGREES 26 MINUTES 06 SECONDS EAST A DISTANCE OF 418.39 FEET: THENCE SOUTH 53 DEGREES 58 MINUTES 44 SECONDS EAST A DISTANCE OF 152.01 FEET: THENCE SOUTH 62 DEGREES 38 MINUTES 53 SECONDS EAST A DISTANCE OF 67.86 FEET: THENCE SOUTH 50 DEGREES 41 MINUTES 54 SECONDS EAST A DISTANCE OF 152.24 FEET: THENCE SOUTH 27 DEGREES 08 MINUTES 42 SECONDS EAST A DISTANCE OF 31.99 FEET: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET: THENCE NORTH 53 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 153.28 FEET: THENCE NORTH 06 DEGREES 31 MINUTES 51 SECONDS EAST A DISTANCE OF 144.52 FEET: THENCE NORTH 48 DEGREES 19 MINUTES 25 SECONDS WEST A DISTANCE OF 376.86 FEET: THENCE NORTH 61 DEGREES 23 MINUTES 27 SECONDS WEST A DISTANCE OF 508.82 FEET: THENCE NORTH 72 DEGREES 12 MINUTES 48 SECONDS WEST A DISTANCE OF 60.18 FEET: THENCE NORTH 34 DEGREES 37 MINUTES 42 SECONDS WEST A DISTANCE OF 136.13 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 17 DEGREES 47 MINUTES 59 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 29 MINUTES 17 SECONDS A DISTANCE OF 292.71 FEET: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 17.89 FEET TO THE TRUE POINT OF BEGINNING: (PER SWD 96-6256 REC'D 3/13/96 2ND CORRECTION) (AKA GOLF COURSE) LESS THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF LOT 7, BLOCK 3, PLAT OF HORN RAPIDS DIVISION 1 AS RECORDED IN VOLUME 14 OF PLATS, PAGE 171, RECORDS OF BENTON COUNTY, WASHINGTON: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 72.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT: THENCE NORTH 76 DEGREE 20 MINUTES 22 SECONDS WEST A DISTANCE OF 12.81 FEET: THENCE NORTH 24 DEGREES 59 MINUTES 57 SECONDS WEST A DISTANCE OF 56.00 FEET: THENCE NORTH 26 DEGREES 20 MINUTES 27 SECONDS EAST A DISTANCE OF 12.81 FEET TO THE POINT OF BEGINNING. (12/28/95)

END OF FILE

PARCEL ID 1 28 0 8 200 0001 000

63.54 ac

SECTION 28 TOWNSHIP 10 NORTH RANGE 28: THAT PORTION OF THE FOLLOWING DESCRIBED LEGAL LYING WITHIN SAID SECTION 28: (AKA GOLF COURSE) THOSE PORTIONS OF SECTION 20, 21, 28 AND 29, TOWNSHIP 10, NORTH RANGE 28, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28: THENCE NORTH 89 DEGREES 22 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 210.81 FEET TO THE SOUTH-WESTERLY MARGIN OF STATE ROUTE 240 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 92.39 FEET TO A POINT OF CURVE: THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTH-WESTERLY MARGIN ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10,085.00 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 03 MINUTES 39 SECONDS A DISTANCE OF 186.73 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 06 SECONDS WEST A DISTANCE OF 255.00 FEET: THENCE SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST A DISTANCE OF 475.39 FEET: THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 77.90 FEET TO A POINT DESIGNATED AS POINT 'A' FOR THE PURPOSE OF THIS DESCRIPTION: THENCE NORTH 82 DEGREES 18 MINUTES 42 SECONDS WEST A DISTANCE OF 23.04 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 742.00 FEET THROUGH A CENTRAL ANGLE OF 29 DEGREES 43 MINUTES 31 SECONDS A DISTANCE OF 384.95 FEET: THENCE NORTH 14 DEGREES 59 MINUTES 24 SECONDS WEST A DISTANCE OF 508.70 FEET: THENCE NORTH 16 DEGREES 01 MINUTES 50 SECONDS EAST A DISTANCE OF 135.61 FEET: THENCE NORTH 51 DEGREES 17 MINUTES 48 SECONDS WEST A DISTANCE OF 1,333.37 FEET: THENCE NORTH 85 DEGREES 53 MINUTES 49 SECONDS WEST A DISTANCE OF 563.46 FEET: THENCE NORTH 61 DEGREES 58 MINUTES 50 SECONDS WEST A DISTANCE OF 358.65 FEET: THENCE NORTH 77 DEGREES 12 MINUTES 20 SECONDS WEST A DISTANCE OF 445.05 FEET: THENCE NORTH 70 DEGREES 47 MINUTES 09 SECONDS WEST A DISTANCE OF 969.21 FEET: THENCE SOUTH 43 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 430.60 FEET: THENCE SOUTH 23 DEGREES 28 MINUTES 27 SECONDS EAST A DISTANCE OF 784.05 FEET: THENCE SOUTH 80 DEGREES 22 MINUTES 52 SECONDS EAST A DISTANCE OF 179.53 FEET: THENCE NORTH 87 DEGREES 48 MINUTES 16 SECONDS EAST A DISTANCE OF 595.60 FEET: THENCE NORTH 75 DEGREES 42 MINUTES 59 SECONDS EAST A DISTANCE OF 608.25 FEET: THENCE SOUTH 78 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 837.06 FEET: THENCE SOUTH 19 DEGREES 14 MINUTES 50 SECONDS EAST A DISTANCE OF 635.28 FEET: THENCE SOUTH 46 DEGREES 54 MINUTES 14 SECONDS EAST A DISTANCE OF 393.54 FEET: THENCE SOUTH 58 DEGREES 04 MINUTES 07 SECONDS EAST A DISTANCE OF 490.37 FEET: THENCE SOUTH 67 DEGREES 09 MINUTES 40 SECONDS WEST A DISTANCE OF 199.36 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 67 DEGREES 38 MINUTES 16 SECONDS A DISTANCE OF 422.62 FEET: THENCE NORTH 45 DEGREES 12 MINUTES 04 SECONDS WEST A DISTANCE OF 544.46 FEET: THENCE NORTH 15 DEGREES 41 MINUTES 24 SECONDS WEST A DISTANCE OF 428.64 FEET: THENCE SOUTH 46 DEGREES 09 MINUTES 03 SECONDS WEST A DISTANCE OF 143.94 FEET: THENCE NORTH 73 DEGREES 25 MINUTES 15 SECONDS WEST A DISTANCE OF 829.57 FEET: THENCE SOUTH 76 DEGREES 07 MINUTES 32 SECONDS WEST A DISTANCE OF 352.03 FEET: THENCE SOUTH 87 DEGREES 59 MINUTES 08 SECONDS WEST A DISTANCE OF 592.45 FEET: THENCE NORTH 78 DEGREES 30 MINUTES 24 SECONDS WEST A DISTANCE OF 487.33 FEET: THENCE NORTH 17 DEGREES 47 MINUTES 28

ARCEL ID 1 28 0 8 200 0001 000

SECONDS WEST A DISTANCE OF 448.14 FEET:THENCE NORTH 14 DEGREES 02 MINUTES 54 SECONDS WEST A DISTANCE OF 699.54 FEET: THENCE NORTH 48 DEGREES 39 MINUTES 34 SECONDS EAST A DISTANCE OF 764.06 FEET: THENCE SOUTH 68 DEGREES 42 MINUTES 46 SECONDS EAST A DISTANCE OF 791.83 FEET: THENCE SOUTH 69 DEGREES 57 MINUTES 21 SECONDS EAST A DISTANCE OF 250.95 FEET: THENCE NORTH 83 DEGREES 26 MINUTES 21 SECONDS EAST A DISTANCE OF 562.80 FEET: THENCE NORTH 68 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 273.38 FEET TO SAID SOUTHWESTERLY MARGIN OF STATE ROUTE 240: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 1,912.80 FEET: THENCE SOUTH 37 DEGREES 24 MINUTES 45 SECONDS WEST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 10.00 FEET: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 232.06 FEET TO THE TRUE POINT OF BEGINNING: TOGETHER WITH BEGINNING AT THE ABOVE DESCRIBED POINT 'A': THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 84.16 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 83.22 FEET: THENCE SOUTH 71 DEGREES 52 MINUTES 40 SECONDS EAST A DISTANCE OF 553.94 FEET: THENCE SOUTH 26 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 619.15 FEET: THENCE NORTH 86 DEGREES 21 MINUTES 24 SECONDS EAST A DISTANCE OF 303.06 FEET: THENCE SOUTH 03 DEGREES 23 MINUTES 49 SECONDS WEST A DISTANCE OF 201.19 FEET TO A POINT OF CURVE: THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 86 DEGREES 22 MINUTES 11 SECONDS A DISTANCE OF 37.69 FEET: THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 116.49 FEET TO A POINT OF CURVE: THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 235.62: THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 104.46 FEET TO A POINT OF CURVE: THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 11 MINUTES 32 SECONDS A DISTANCE OF 39.35 FEET TO A POINT OF REVERSE CURVE: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 342.00 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 04 MINUTES 54 SECONDS A DISTANCE OF 90.02 FEET: THENCE SOUTH 15 DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 401.33 FEET: THENCE SOUTH 76 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 47.80 FEET: THENCE SOUTH 00 DEGREES 06 MINUTE 53 SECONDS EAST A DISTANCE OF 396.07 FEET: THENCE SOUTH 86 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 373.35 FEET: THENCE SOUTH 65 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 1357.19 FEET: THENCE SOUTH 60 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 163.03 FEET: THENCE NORTH 48 DEGREES 12 MINUTES 13 SECONDS WEST A DISTANCE OF 944.01 FEET: THENCE NORTH 74 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 320.97 FEET: THENCE SOUTH 63 DEGREES 08 MINUTES 05 SECONDS WEST A DISTANCE OF 509.07 FEET: THENCE NORTH 36 DEGREES 43 MINUTES 28 SECONDS WEST A DISTANCE OF 565.10 FEET: THENCE NORTH 46 DEGREES 16 MINUTES 39 SECONDS WEST A DISTANCE OF 99.56 FEET: THENCE NORTH 77 DEGREES 09 MINUTES 32 SECONDS A DISTANCE OF 426.92 FEET: THENCE NORTH 64 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 1036.94 FEET: THENCE NORTH 60 DEGREES 52

PARCEL ID 1 28 0 8 200 0001 000

MINUTES 51SECONDS WEST A DISTANCE OF 721.93 FEET: THENCE NORTH 52 DEGREES 24 MINUTES 10 SECONDS EAST A DISTANCE OF 1106.57 FEET: THENCE NORTH 57 DEGREES 31 MINUTES 24 SECONDS EAST A DISTANCE OF 405.23 FEET: THENCE SOUTH 84 DEGREES 34 MINUTES 09 SECONDS EAST A DISTANCE OF 747.48 FEET: THENCE SOUTH 24 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 3.75 FEET: THENCE SOUTH 64 DEGREES 02 MINUTES 25 SECONDS WEST A DISTANCE OF 19.20 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 25 DEGREES 38 MINUTES 27 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 642.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 14 MINUTES 30 SECONDS A DISTANCE OF 114.79 FEET: THENCE SOUTH 35 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 90.59 FEET: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 569.00 FEET: THENCE SOUTH 65 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 134.00 FEET: THENCE NORTH 71 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 149.73 FEET: THENCE NORTH 86 DEGREES 38 MINUTES 39 SECONDS EAST A DISTANCE OF 494.00 FEET: THENCE SOUTH 75 DEGREES 23 MINUTES 03 SECONDS EAST A DISTANCE OF 59.34 FEET: THENCE SOUTH 81 DEGREES 05 MINUTES 30 SECONDS EAST A DISTANCE OF 124.00 FEET: THENCE SOUTH 64 DEGREES 55 MINUTES 14 SECONDS A DISTANCE OF 249.01 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 57 DEGREES 37 MINUTES 50 SECONDS WEST: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 32 DEGREES 57 MINUTES 26 SECONDS A DISTANCE OF 205.93 FEET: THENCE SOUTH 65 DEGREES 19 MINUTES 36 SECONDS WEST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE SOUTHWEST-ERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 692.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 123.42 FEET: THENCE NORTH 73 DEGREES 07 MINUTES 56 SECONDS WEST A DISTANCE OF 280.12 FEET: THENCE SOUTH 87 DEGREES 26 MINUTES 27 SECONDS WEST A DISTANCE OF 165.92 FEET: THENCE SOUTH 67 DEGREES 20 MINUTES 30 SECONDS WEST A DISTANCE OF 167.28 FEET: THENCE SOUTH 47 DEGREES 50 MINUTES 27 SECONDS WEST A DISTANCE OF 167.15 FEET: THENCE SOUTH 30 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 97.63 FEET: THENCE NORTH 51 DEGREES 42 MINUTES 21 SECONDS WEST A DISTANCE OF 247.93 FEET: THENCE NORTH 38 DEGREES 17 MINUTES 39 SECONDS EAST A DISTANCE OF 65.47 FEET: THENCE NORTH 25 DEGREES 35 MINUTES 45 SECONDS WEST A DISTANCE OF 807.46 FEET: THENCE NORTH 84 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 460.71 FEET: THENCE SOUTH 64 DEGREES 26 MINUTES 40 SECONDS WEST A DISTANCE OF 435.43 FEET: THENCE SOUTH 49 DEGREES 15 MINUTES 59 SECONDS WEST A DISTANCE OF 461.77 FEET: THENCE SOUTH 48 DEGREES 02 MINUTES 01 SECONDS EAST A DISTANCE OF 272.44 FEET: THENCE SOUTH 66 DEGREES 13 MINUTES 36 SECONDS EAST A DISTANCE OF 637.95 FEET: THENCE NORTH 85 DEGREES 38 MINUTES 52 SECONDS EAST A DISTANCE OF 231.27 FEET: THENCE SOUTH 71 DEGREES 46 MINUTES 53 SECONDS EAST A DISTANCE OF 312.27 FEET: THENCE SOUTH 33 DEGREES 08 MINUTES 15 SECONDS EAST A DISTANCE OF 69.74 FEET: THENCE SOUTH 51 DEGREES 42 MINUTES 21 SECONDS EAST A DISTANCE OF 483.58 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 28 SECONDS EAST A DISTANCE OF 229.95 FEET: THENCE SOUTH 55 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 188.08 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 78 DEGREES

PARCEL ID 1 28 0 8 200 0001 000

12 MINUTES 32 SECONDS EAST: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 462.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 18 SECONDS A DISTANCE OF 7.03 FEET: THENCE SOUTH 72 DEGREES 39 MINUTES 49 SECONDS EAST A DISTANCE OF 84.65 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 80 DEGREES 30 MINUTES 53 SECONDS EAST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 378.00 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 29 SECONDS A DISTANCE OF 20.72 FEET: THENCE NORTH 12 DEGREES 37 MINUTES 36 SECONDS EAST A DISTANCE OF 136.48 FEET: THENCE SOUTH 80 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 779.61 FEET: THENCE SOUTH 53 DEGREES 23 MINUTES 05 SECONDS EAST A DISTANCE OF 748.90 FEET: THENCE NORTH 52 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 532.40 FEET: THENCE NORTH 10 DEGREES 05 MINUTES 41 SECONDS EAST A DISTANCE OF 395.69 FEET: THENCE NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST A DISTANCE OF 70.67 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST: THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 102 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 89.85 FEET: THENCE NORTH 03 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 116.78 FEET: THENCE SOUTH 89 DEGREES 17 MINUTES 26 SECONDS WEST A DISTANCE OF 444.69 FEET: THENCE NORTH 76 DEGREES 22 MINUTES 48 SECONDS WEST A DISTANCE OF 1068.33 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 47 DEGREES 15 MINUTES 49 SECONDS EAST: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 16 SECONDS A DISTANCE OF 142.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 608.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 108.44 FEET: THENCE NORTH 65 DEGREES 19 MINUTES 36 SECONDS EAST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 20 MINUTES 28 SECONDS A DISTANCE OF 110.63 FEET: THENCE SOUTH 58 DEGREES 25 MINUTES 13 SECONDS EAST A DISTANCE OF 169.74 FEET: THENCE SOUTH 65 DEGREES 21 MINUTES 38 SECONDS EAST A DISTANCE OF 85.61 FEET: THENCE SOUTH 77 DEGREES 45 MINUTES 45 SECONDS EAST A DISTANCE OF 559.82 FEET: THENCE SOUTH 65 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 90.29 FEET: THENCE SOUTH 12 DEGREES 02 MINUTES 08 SECONDS WEST A DISTANCE OF 17.65 FEET: THENCE SOUTH 81 DEGREES 12 MINUTES 58 SECONDS EAST A DISTANCE OF 198.99 FEET: THENCE NORTH 28 DEGREES 52 MINUTES 00 SECONDS EAST A DISTANCE OF 189.93 FEET: THENCE NORTH 36 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 94.26 FEET: THENCE NORTH 38 DEGREES 03 MINUTES 16 SECONDS WEST A DISTANCE OF 83.31 FEET: THENCE NORTH 76 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 291.05 FEET: THENCE NORTH 62 DEGREES 44 MINUTES 22 SECONDS WEST A DISTANCE OF 213.55 FEET: THENCE SOUTH 81 DEGREES 00 MINUTES 01 SECONDS WEST A DISTANCE OF 77.68 FEET: THENCE NORTH 86 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 202.11 FEET: THENCE NORTH 54 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 74.38 FEET: THENCE NORTH 23 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 20.51 FEET: THENCE NORTH 57

PARCEL ID 1 28 0 8 200 0001 000

DEGREES 24 MINUTES 01 SECONDS WEST A DISTANCE OF 84.76 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 78 DEGREES 24 MINUTES 22 SECONDS WEST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 23 MINUTES 55 SECONDS A DISTANCE OF 3.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES A DISTANCE OF 326.70 FEET: THENCE NORTH 22 DEGREES 50 MINUTES 20 SECONDS WEST A DISTANCE OF 29.53 FEET TO A POINT OF CURVE: THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 39.27 FEET: THENCE NORTH 67 DEGREES 09 MINUTES 40 SECONDS EAST A DISTANCE OF 206.25 FEET: THENCE SOUTH 34 DEGREES 06 MINUTES 02 SECONDS EAST A DISTANCE OF 319.76 FEET: THENCE SOUTH 63 DEGREES 26 MINUTES 06 SECONDS EAST A DISTANCE OF 418.39 FEET: THENCE SOUTH 53 DEGREES 58 MINUTES 44 SECONDS EAST A DISTANCE OF 152.01 FEET: THENCE SOUTH 62 DEGREES 38 MINUTES 53 SECONDS EAST A DISTANCE OF 67.86 FEET: THENCE SOUTH 50 DEGREES 41 MINUTES 54 SECONDS EAST A DISTANCE OF 152.24 FEET: THENCE SOUTH 27 DEGREES 08 MINUTES 42 SECONDS EAST A DISTANCE OF 31.99 FEET: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET: THENCE NORTH 53 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 153.28 FEET: THENCE NORTH 06 DEGREES 31 MINUTES 51 SECONDS EAST A DISTANCE OF 144.52 FEET: THENCE NORTH 48 DEGREES 19 MINUTES 25 SECONDS WEST A DISTANCE OF 376.86 FEET: THENCE NORTH 61 DEGREES 23 MINUTES 27 SECONDS WEST A DISTANCE OF 508.82 FEET: THENCE NORTH 72 DEGREES 12 MINUTES 48 SECONDS WEST A DISTANCE OF 60.18 FEET: THENCE NORTH 34 DEGREES 37 MINUTES 42 SECONDS WEST A DISTANCE OF 136.13 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 17 DEGREES 47 MINUTES 59 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 29 MINUTES 17 SECONDS A DISTANCE OF 292.71 FEET: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 17.89 FEET TO THE TRUE POINT OF BEGINNING: (PER SWD 96-6256 REC'D 3/13/96 2ND CORRECTION) AKA GOLF COURSE LESS THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 15, BLOCK 1, PLAT OF HORN RAPIDS DIVISION 1 AS RECORDED IN VOLUME 14 OF PLATS, PAGE 171, RECORDS OF BENTON COUNTY, WASHINGTON: THENCE NORTH 71 DEGREES 13 MINUTES 59 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 145.00 FEET TO THE MOST WESTERLY CORNER THEREOF: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET TO THE POINT OF BEGINNING. (QCD 12/28/95 AF#95-29750)
END OF FILE

PARCEL ID 1 20 0 8 400 0001 000

50.73ac

SECTION 20 TOWNSHIP 10 NORTH RANGE 28 EAST: THAT PORTION OF THE FOLLOWING DESCRIBED LEGAL LYING WITHIN SAID SECTION 20:AKA GOLF COURSE THOSE PORTIONS OF SECTION 20, 21, 28 AND 29, TOWNSHIP 10, NORTH RANGE 28, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28: THENCE NORTH 89 DEGREES 22 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 210.81 FEET TO THE SOUTH-WESTERLY MARGIN OF STATE ROUTE 240 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 92.39 FEET TO A POINT OF CURVE: THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTH-WESTERLY MARGIN ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10,085.00 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 03 MINUTES 39 SECONDS A DISTANCE OF 186.73 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 06 SECONDS WEST A DISTANCE OF 255.00 FEET: THENCE SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST A DISTANCE OF 475.39 FEET: THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 77.90 FEET TO A POINT DESIGNATED AS POINT 'A' FOR THE PURPOSE OF THIS DESCRIPTION: THENCE NORTH 82 DEGREES 18 MINUTES 42 SECONDS WEST A DISTANCE OF 23.04 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 742.00 FEET THROUGH A CENTRAL ANGLE OF 29 DEGREES 43 MINUTES 31 SECONDS A DISTANCE OF 384.95 FEET: THENCE NORTH 14 DEGREES 59 MINUTES 24 SECONDS WEST A DISTANCE OF 508.70 FEET: THENCE NORTH 16 DEGREES 01 MINUTES 50 SECONDS EAST A DISTANCE OF 135.61 FEET: THENCE NORTH 51 DEGREES 17 MINUTES 48 SECONDS WEST A DISTANCE OF 1,333.37 FEET: THENCE NORTH 85 DEGREES 53 MINUTES 49 SECONDS WEST A DISTANCE OF 563.46 FEET: THENCE NORTH 61 DEGREES 58 MINUTES 50 SECONDS WEST A DISTANCE OF 358.65 FEET: THENCE NORTH 77 DEGREES 12 MINUTES 20 SECONDS WEST A DISTANCE OF 445.05 FEET: THENCE NORTH 70 DEGREES 47 MINUTES 09 SECONDS WEST A DISTANCE OF 969.21 FEET: THENCE SOUTH 43 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 430.60 FEET: THENCE SOUTH 23 DEGREES 28 MINUTES 27 SECONDS EAST A DISTANCE OF 784.05 FEET: THENCE SOUTH 80 DEGREES 22 MINUTES 52 SECONDS EAST A DISTANCE OF 179.53 FEET: THENCE NORTH 87 DEGREES 48 MINUTES 16 SECONDS EAST A DISTANCE OF 595.60 FEET: THENCE NORTH 75 DEGREES 42 MINUTES 59 SECONDS EAST A DISTANCE OF 608.25 FEET: THENCE SOUTH 78 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 837.06 FEET: THENCE SOUTH 19 DEGREES 14 MINUTES 50 SECONDS EAST A DISTANCE OF 635.28 FEET: THENCE SOUTH 46 DEGREES 54 MINUTES 14 SECONDS EAST A DISTANCE OF 393.54 FEET: THENCE SOUTH 58 DEGREES 04 MINUTES 07 SECONDS EAST A DISTANCE OF 490.37 FEET: THENCE SOUTH 67 DEGREES 09 MINUTES 40 SECONDS WEST A DISTANCE OF 199.36 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 67 DEGREES 38 MINUTES 16 SECONDS DISTANCE OF 422.62 FEET: THENCE NORTH 45 DEGREES 12 MINUTES 04 SECONDS WEST A DISTANCE OF 544.46 FEET THENCE NORTH 15 DEGREES 41 MINUTES 24 SECONDS WEST A DISTANCE OF 428.64 FEET: THENCE SOUTH 46 DEGREES 09 MINUTES 03 SECONDS WEST A DISTANCE OF 143.94 FEET: THENCE NORTH 73 DEGREES 25 MINUTES 15 SECONDS WEST A DISTANCE OF 829.57 FEET: THENCE SOUTH 76 DEGREES 07 MINUTES 32 SECONDS WEST A DISTANCE OF 352.03 FEET: THENCE SOUTH 87 DEGREES 59 MINUTES 08 SECONDS WEST A DISTANCE OF 592.45 FEET: THENCE NORTH 78 DEGREES 30 MINUTES 24 SECONDS WEST A DISTANCE OF 487.33 FEET: THENCE NORTH 17 DEGREES 47 MINUTES 28

PARCEL ID 1 20 0 8 400 0001 000

SECONDS WEST A DISTANCE OF 448.14 FEET: THENCE NORTH 14 DEGREES 02 MINUTES 54 SECONDS WEST A DISTANCE OF 699.54 FEET: THENCE NORTH 48 DEGREES 39 MINUTES 34 SECONDS EAST A DISTANCE OF 764.06 FEET: THENCE SOUTH 68 DEGREES 42 MINUTES 46 SECONDS EAST A DISTANCE OF 791.83 FEET: THENCE SOUTH 69 DEGREES 57 MINUTES 21 SECONDS EAST A DISTANCE OF 250.95 FEET: THENCE NORTH 83 DEGREES 26 MINUTES 21 SECONDS EAST A DISTANCE OF 562.80 FEET: THENCE NORTH 68 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 273.38 FEET TO SAID SOUTHWESTERLY MARGIN OF STATE ROUTE 240: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 1,912.80 FEET: THENCE SOUTH 37 DEGREES 24 MINUTES 45 SECONDS WEST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 10.00 FEET: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 232.06 FEET TO THE TRUE POINT OF BEGINNING: TOGETHER WITH BEGINNING AT THE ABOVE DESCRIBED POINT 'A': THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 84.16 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 83.22 FEET: THENCE SOUTH 71 DEGREES 52 MINUTES 40 SECONDS EAST A DISTANCE OF 553.94 FEET: THENCE SOUTH 26 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 619.15 FEET: THENCE NORTH 86 DEGREES 21 MINUTES 24 SECONDS EAST A DISTANCE OF 303.06 FEET: THENCE SOUTH 03 DEGREES 23 MINUTES 49 SECONDS WEST A DISTANCE OF 201.19 FEET TO A POINT OF CURVE: THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 86 DEGREES 22 MINUTES 11 SECONDS A DISTANCE OF 37.69 FEET: THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 116.49 FEET TO A POINT OF CURVE: THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 235.62: THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 104.46 FEET TO A POINT OF CURVE: THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 11 MINUTES 32 SECONDS A DISTANCE OF 39.35 FEET TO A POINT OF REVERSE CURVE: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 342.00 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 04 MINUTES 54 SECONDS A DISTANCE OF 90.02 FEET: THENCE SOUTH 15 DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 401.33 FEET: THENCE SOUTH 76 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 47.80 FEET: THENCE SOUTH 00 DEGREES 06 MINUTE 53 SECONDS EAST A DISTANCE OF 396.07 FEET: THENCE SOUTH 86 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 373.35 FEET: THENCE SOUTH 65 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 1357.19 FEET: THENCE SOUTH 60 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 163.03 FEET: THENCE NORTH 48 DEGREES 12 MINUTES 13 SECONDS WEST A DISTANCE OF 944.01 FEET: THENCE NORTH 74 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 320.97 FEET: THENCE SOUTH 63 DEGREES 08 MINUTES 05 SECONDS WEST A DISTANCE OF 509.07 FEET: THENCE NORTH 36 DEGREES 43 MINUTES 28 SECONDS WEST A DISTANCE OF 565.10 FEET: THENCE NORTH 46 DEGREES 16 MINUTES 39 SECONDS WEST A DISTANCE OF 99.56 FEET: THENCE NORTH 77 DEGREES 09 MINUTES 32 SECONDS A DISTANCE OF 426.92 FEET: THENCE NORTH 64 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 1036.94 FEET: THENCE NORTH 60 DEGREES 52

PARCEL ID 1 20 0 8 400 0001 000

MINUTES 51SECONDS WEST A DISTANCE OF 721.93 FEET: THENCE NORTH 52 DEGREES 24 MINUTES 10 SECONDS EAST A DISTANCE OF 1106.57 FEET: THENCE NORTH 57 DEGREES 31 MINUTES 24 SECONDS EAST A DISTANCE OF 405.23 FEET: THENCE SOUTH 84 DEGREES 34 MINUTES 09 SECONDS EAST A DISTANCE OF 747.48 FEET: THENCE SOUTH 24 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 3.75 FEET: THENCE SOUTH 64 DEGREES 02 MINUTES 25 SECONDS WEST A DISTANCE OF 19.20 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 25 DEGREES 38 MINUTES 27 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 642.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 14 MINUTES 30 SECONDS A DISTANCE OF 114.79 FEET: THENCE SOUTH 35 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 90.59 FEET: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 569.00 FEET: THENCE SOUTH 65 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 134.00 FEET: THENCE NORTH 71 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 149.73 FEET: THENCE NORTH 86 DEGREES 38 MINUTES 39 SECONDS EAST A DISTANCE OF 494.00 FEET: THENCE SOUTH 75 DEGREES 23 MINUTES 03 SECONDS EAST A DISTANCE OF 59.34 FEET: THENCE SOUTH 81 DEGREES 05 MINUTES 30 SECONDS EAST A DISTANCE OF 124.00 FEET: THENCE SOUTH 64 DEGREES 55 MINUTES 14 SECONDS A DISTANCE OF 249.01 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 57 DEGREES 37 MINUTES 50 SECONDS WEST: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 32 DEGREES 57 MINUTES 26 SECONDS A DISTANCE OF 205.93 FEET: THENCE SOUTH 65 DEGREES 19 MINUTES 36 SECONDS WEST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE SOUTHWEST-ERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 692.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 123.42 FEET: THENCE NORTH 73 DEGREES 07 MINUTES 56 SECONDS WEST A DISTANCE OF 280.12 FEET: THENCE SOUTH 87 DEGREES 26 MINUTES 27 SECONDS WEST A DISTANCE OF 165.92 FEET: THENCE SOUTH 67 DEGREES 20 MINUTES 30 SECONDS WEST A DISTANCE OF 167.28 FEET: THENCE SOUTH 47 DEGREES 50 MINUTES 27 SECONDS WEST A DISTANCE OF 167.15 FEET: THENCE SOUTH 30 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 97.63 FEET: THENCE NORTH 51 DEGREES 42 MINUTES 21 SECONDS WEST A DISTANCE OF 247.93 FEET: THENCE NORTH 38 DEGREES 17 MINUTES 39 SECONDS EAST A DISTANCE OF 65.47 FEET: THENCE NORTH 25 DEGREES 35 MINUTES 45 SECONDS WEST A DISTANCE OF 807.46 FEET: THENCE NORTH 84 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 460.71 FEET: THENCE SOUTH 64 DEGREES 26 MINUTES 40 SECONDS WEST A DISTANCE OF 435.43 FEET: THENCE SOUTH 49 DEGREES 15 MINUTES 59 SECONDS WEST A DISTANCE OF 461.77 FEET: THENCE SOUTH 48 DEGREES 02 MINUTES 01 SECONDS EAST A DISTANCE OF 272.44 FEET: THENCE SOUTH 66 DEGREES 13 MINUTES 36 SECONDS EAST A DISTANCE OF 637.95 FEET: THENCE NORTH 85 DEGREES 38 MINUTES 52 SECONDS EAST A DISTANCE OF 231.27 FEET: THENCE SOUTH 71 DEGREES 46 MINUTES 53 SECONDS EAST A DISTANCE OF 312.27 FEET: THENCE SOUTH 33 DEGREES 08 MINUTES 15 SECONDS EAST A DISTANCE OF 69.74 FEET: THENCE SOUTH 51 DEGREES 42 MINUTES 21 SECONDS EAST A DISTANCE OF 483.58 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 28 SECONDS EAST A DISTANCE OF 229.95 FEET: THENCE SOUTH 55 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 188.08 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 78 DEGREES

PARCEL ID 1 20 0 8 400 0001 000

12 MINUTES 32 SECONDS EAST: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 462.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 18 SECONDS A DISTANCE OF 7.03 FEET: THENCE SOUTH 72 DEGREES 39 MINUTES 49 SECONDS EAST A DISTANCE OF 84.65 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 80 DEGREES 30 MINUTES 53 SECONDS EAST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 378.00 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 29 SECONDS A DISTANCE OF 20.72 FEET: THENCE NORTH 12 DEGREES 37 MINUTES 36 SECONDS EAST A DISTANCE OF 136.48 FEET: THENCE SOUTH 80 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 779.61 FEET: THENCE SOUTH 53 DEGREES 23 MINUTES 05 SECONDS EAST A DISTANCE OF 748.90 FEET: THENCE NORTH 52 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 532.40 FEET: THENCE NORTH 10 DEGREES 05 MINUTES 41 SECONDS EAST A DISTANCE OF 395.69 FEET: THENCE NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST A DISTANCE OF 70.67 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST: THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 102 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 89.85 FEET: THENCE NORTH 03 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 116.78 FEET: THENCE SOUTH 89 DEGREES 17 MINUTES 26 SECONDS WEST A DISTANCE OF 444.69 FEET: THENCE NORTH 76 DEGREES 22 MINUTES 48 SECONDS WEST A DISTANCE OF 1068.33 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 47 DEGREES 15 MINUTES 49 SECONDS EAST: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 16 SECONDS A DISTANCE OF 142.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 608.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 108.44 FEET: THENCE NORTH 65 DEGREES 19 MINUTES 36 SECONDS EAST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 20 MINUTES 28 SECONDS A DISTANCE OF 110.63 FEET: THENCE SOUTH 58 DEGREES 25 MINUTES 13 SECONDS EAST A DISTANCE OF 169.74 FEET: THENCE SOUTH 65 DEGREES 21 MINUTES 38 SECONDS EAST A DISTANCE OF 85.61 FEET: THENCE SOUTH 77 DEGREES 45 MINUTES 45 SECONDS EAST A DISTANCE OF 559.82 FEET: THENCE SOUTH 65 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 90.29 FEET: THENCE SOUTH 12 DEGREES 02 MINUTES 08 SECONDS WEST A DISTANCE OF 17.65 FEET: THENCE SOUTH 81 DEGREES 12 MINUTES 58 SECONDS EAST A DISTANCE OF 198.99 FEET: THENCE NORTH 28 DEGREES 52 MINUTES 00 SECONDS EAST A DISTANCE OF 189.93 FEET: THENCE NORTH 36 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 94.26 FEET: THENCE NORTH 38 DEGREES 03 MINUTES 16 SECONDS WEST A DISTANCE OF 83.31 FEET: THENCE NORTH 76 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 291.05 FEET: THENCE NORTH 62 DEGREES 44 MINUTES 22 SECONDS WEST A DISTANCE OF 213.55 FEET: THENCE SOUTH 81 DEGREES 00 MINUTES 01 SECONDS WEST A DISTANCE OF 77.68 FEET: THENCE NORTH 86 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 202.11 FEET: THENCE NORTH 54 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 74.38 FEET: THENCE NORTH 23 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 20.51 FEET: THENCE NORTH 57

\RCEL ID 1 20 0 8 400 0001 000

DEGREES 24 MINUTES 01 SECONDS WEST A DISTANCE OF 84.76 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 78 DEGREES 24 MINUTES 22 SECONDS WEST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 23 MINUTES 55 SECONDS A DISTANCE OF 3.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES A DISTANCE OF 326.70 FEET: THENCE NORTH 22 DEGREES 50 MINUTES 20 SECONDS WEST A DISTANCE OF 29.53 FEET TO A POINT OF CURVE: THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 39.27 FEET: THENCE NORTH 67 DEGREES 09 MINUTES 40 SECONDS EAST A DISTANCE OF 206.25 FEET: THENCE SOUTH 34 DEGREES 06 MINUTES 02 SECONDS EAST A DISTANCE OF 319.76 FEET: THENCE SOUTH 63 DEGREES 26 MINUTES 06 SECONDS EAST A DISTANCE OF 418.39 FEET: THENCE SOUTH 53 DEGREES 58 MINUTES 44 SECONDS EAST A DISTANCE OF 152.01 FEET: THENCE SOUTH 62 DEGREES 38 MINUTES 53 SECONDS EAST A DISTANCE OF 67.86 FEET: THENCE SOUTH 50 DEGREES 41 MINUTES 54 SECONDS EAST A DISTANCE OF 152.24 FEET: THENCE SOUTH 27 DEGREES 08 MINUTES 42 SECONDS EAST A DISTANCE OF 31.99 FEET: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET: THENCE NORTH 53 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 153.28 FEET: THENCE NORTH 06 DEGREES 31 MINUTES 51 SECONDS EAST A DISTANCE OF 144.52 FEET: THENCE NORTH 48 DEGREES 19 MINUTES 25 SECONDS WEST A DISTANCE OF 376.86 FEET: THENCE NORTH 61 DEGREES 23 MINUTES 27 SECONDS WEST A DISTANCE OF 508.82 FEET: THENCE NORTH 72 DEGREES 12 MINUTES 48 SECONDS WEST A DISTANCE OF 60.18 FEET: THENCE NORTH 34 DEGREES 37 MINUTES 42 SECONDS WEST A DISTANCE OF 136.13 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 17 DEGREES 47 MINUTES 59 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 29 MINUTES 17 SECONDS A DISTANCE OF 292.71 FEET: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 17.89 FEET TO THE TRUE POINT OF BEGINNING: (PER SWD 96-6256 REC'D 3/13/96 2ND CORRECTION) AKA GOLF COURSE
END OF FILE

PARCEL ID 1 21 0 8 300 0000 000

SECTION 21 TOWNSHIP 10 NORTH RANGE 28: THAT PORTION OF THE FOLLOWING DESCRIBED LEGAL LYING WITHIN SAID SECTION 21: (AKA GOLF COURSE) THOSE PORTIONS OF SECTION 20, 21, 28 AND 29, TOWNSHIP 10, NORTH RANGE 28, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28: THENCE NORTH 89 DEGREES 22 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 210.81 FEET TO THE SOUTH-WESTERLY MARGIN OF STATE ROUTE 240 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 92.39 FEET TO A POINT OF CURVE: THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTH-WESTERLY MARGIN ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10,085.00 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 03 MINUTES 39 SECONDS A DISTANCE OF 186.73 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 06 SECONDS WEST A DISTANCE OF 255.00 FEET: THENCE SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST A DISTANCE OF 475.39 FEET: THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 77.90 FEET TO A POINT DESIGNATED AS POINT 'A' FOR THE PURPOSE OF THIS DESCRIPTION: THENCE NORTH 82 DEGREES 18 MINUTES 42 SECONDS WEST A DISTANCE OF 23.04 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 742.00 FEET THROUGH A CENTRAL ANGLE OF 29 DEGREES 43 MINUTES 31 SECONDS A DISTANCE OF 384.95 FEET: THENCE NORTH 14 DEGREES 59 MINUTES 24 SECONDS WEST A DISTANCE OF 508.70 FEET: THENCE NORTH 16 DEGREES 01 MINUTES 50 SECONDS EAST A DISTANCE OF 135.61 FEET: THENCE NORTH 51 DEGREES 17 MINUTES 48 SECONDS WEST A DISTANCE OF 1,333.37 FEET: THENCE NORTH 85 DEGREES 53 MINUTES 49 SECONDS WEST A DISTANCE OF 563.46 FEET: THENCE NORTH 61 DEGREES 58 MINUTES 50 SECONDS WEST A DISTANCE OF 358.65 FEET: THENCE NORTH 77 DEGREES 12 MINUTES 20 SECONDS WEST A DISTANCE OF 445.05 FEET: THENCE NORTH 70 DEGREES 47 MINUTES 09 SECONDS WEST A DISTANCE OF 969.21 FEET: THENCE SOUTH 43 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 430.60 FEET: THENCE SOUTH 23 DEGREES 28 MINUTES 27 SECONDS EAST A DISTANCE OF 784.05 FEET: THENCE SOUTH 80 DEGREES 22 MINUTES 52 SECONDS EAST A DISTANCE OF 179.53 FEET: THENCE NORTH 87 DEGREES 48 MINUTES 16 SECONDS EAST A DISTANCE OF 595.60 FEET: THENCE NORTH 75 DEGREES 42 MINUTES 59 SECONDS EAST A DISTANCE OF 608.25 FEET: THENCE SOUTH 78 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 837.06 FEET: THENCE SOUTH 19 DEGREES 14 MINUTES 50 SECONDS EAST A DISTANCE OF 635.28 FEET: THENCE SOUTH 46 DEGREES 54 MINUTES 14 SECONDS EAST A DISTANCE OF 393.54 FEET: THENCE SOUTH 58 DEGREES 04 MINUTES 07 SECONDS EAST A DISTANCE OF 490.37 FEET: THENCE SOUTH 67 DEGREES 09 MINUTES 40 SECONDS WEST A DISTANCE OF 199.36 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 67 DEGREES 38 MINUTES 16 SECONDS A DISTANCE OF 422.62 FEET: THENCE NORTH 45 DEGREES 12 MINUTES 04 SECONDS WEST A DISTANCE OF 544.46 FEET: THENCE NORTH 15 DEGREES 41 MINUTES 24 SECONDS WEST A DISTANCE OF 428.64 FEET: THENCE SOUTH 46 DEGREES 09 MINUTES 03 SECONDS WEST A DISTANCE OF 143.94 FEET: THENCE NORTH 73 DEGREES 25 MINUTES 15 SECONDS WEST A DISTANCE OF 829.57 FEET: THENCE SOUTH 76 DEGREES 07 MINUTES 32 SECONDS WEST A DISTANCE OF 352.03 FEET: THENCE SOUTH 87 DEGREES 59 MINUTES 08 SECONDS WEST A DISTANCE OF 592.45 FEET: THENCE NORTH 78 DEGREES 30 MINUTES 24 SECONDS WEST A DISTANCE OF 487.33 FEET: THENCE NORTH 17 DEGREES 47 MINUTES 28

PARCEL ID 1 21 0 8 300 0000 000

SECONDS WEST A DISTANCE OF 448.14 FEET: THENCE NORTH 14 DEGREES 02 MINUTES 54 SECONDS WEST A DISTANCE OF 699.54 FEET: THENCE NORTH 48 DEGREES 39 MINUTES 34 SECONDS EAST A DISTANCE OF 764.06 FEET: THENCE SOUTH 68 DEGREES 42 MINUTES 46 SECONDS EAST A DISTANCE OF 791.83 FEET: THENCE SOUTH 69 DEGREES 57 MINUTES 21 SECONDS EAST A DISTANCE OF 250.95 FEET: THENCE NORTH 83 DEGREES 26 MINUTES 21 SECONDS EAST A DISTANCE OF 562.80 FEET: THENCE NORTH 68 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 273.38 FEET TO SAID SOUTHWESTERLY MARGIN OF STATE ROUTE 240: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 1,912.80 FEET: THENCE SOUTH 37 DEGREES 24 MINUTES 45 SECONDS WEST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 10.00 FEET: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 232.06 FEET TO THE TRUE POINT OF BEGINNING: TOGETHER WITH BEGINNING AT THE ABOVE DESCRIBED POINT 'A': THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 84.16 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 83.22 FEET: THENCE SOUTH 71 DEGREES 52 MINUTES 40 SECONDS EAST A DISTANCE OF 553.94 FEET: THENCE SOUTH 26 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 619.15 FEET: THENCE NORTH 86 DEGREES 21 MINUTES 24 SECONDS EAST A DISTANCE OF 303.06 FEET: THENCE SOUTH 03 DEGREES 23 MINUTES 49 SECONDS WEST A DISTANCE OF 201.19 FEET TO A POINT OF CURVE: THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 86 DEGREES 22 MINUTES 11 SECONDS A DISTANCE OF 37.69 FEET: THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 116.49 FEET TO A POINT OF CURVE: THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 235.62: THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 104.46 FEET TO A POINT OF CURVE: THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 11 MINUTES 32 SECONDS A DISTANCE OF 39.35 FEET TO A POINT OF REVERSE CURVE: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 342.00 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 04 MINUTES 54 SECONDS A DISTANCE OF 90.02 FEET: THENCE SOUTH 15 DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 401.33 FEET: THENCE SOUTH 76 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 47.80 FEET: THENCE SOUTH 00 DEGREES 06 MINUTE 53 SECONDS EAST A DISTANCE OF 396.07 FEET: THENCE SOUTH 86 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 373.35 FEET: THENCE SOUTH 65 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 1357.19 FEET: THENCE SOUTH 60 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 163.03 FEET: THENCE NORTH 48 DEGREES 12 MINUTES 13 SECONDS WEST A DISTANCE OF 944.01 FEET: THENCE NORTH 74 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 320.97 FEET: THENCE SOUTH 63 DEGREES 08 MINUTES 05 SECONDS WEST A DISTANCE OF 509.07 FEET: THENCE NORTH 36 DEGREES 43 MINUTES 28 SECONDS WEST A DISTANCE OF 565.10 FEET: THENCE NORTH 46 DEGREES 16 MINUTES 39 SECONDS WEST A DISTANCE OF 99.56 FEET: THENCE NORTH 77 DEGREES 09 MINUTES 32 SECONDS A DISTANCE OF 426.92 FEET: THENCE NORTH 64 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 1036.94 FEET: THENCE NORTH 60 DEGREES 52

PARCEL ID 1 21 0 8 300 0000 000

MINUTES 51SECONDS WEST A DISTANCE OF 721.93 FEET: THENCE NORTH 52 DEGREES 24 MINUTES 10 SECONDS EAST A DISTANCE OF 1106.57 FEET: THENCE NORTH 57 DEGREES 31 MINUTES 24 SECONDS EAST A DISTANCE OF 405.23 FEET: THENCE SOUTH 84 DEGREES 34 MINUTES 09 SECONDS EAST A DISTANCE OF 747.48 FEET: THENCE SOUTH 24 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 3.75 FEET: THENCE SOUTH 64 DEGREES 02 MINUTES 25 SECONDS WEST A DISTANCE OF 19.20 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 25 DEGREES 38 MINUTES 27 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 642.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 14 MINUTES 30 SECONDS A DISTANCE OF 114.79 FEET: THENCE SOUTH 35 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 90.59 FEET: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 569.00 FEET: THENCE SOUTH 65 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 134.00 FEET: THENCE NORTH 71 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 149.73 FEET: THENCE NORTH 86 DEGREES 38 MINUTES 39 SECONDS EAST A DISTANCE OF 494.00 FEET: THENCE SOUTH 75 DEGREES 23 MINUTES 03 SECONDS EAST A DISTANCE OF 59.34 FEET: THENCE SOUTH 81 DEGREES 05 MINUTES 30 SECONDS EAST A DISTANCE OF 124.00 FEET: THENCE SOUTH 64 DEGREES 55 MINUTES 14 SECONDS A DISTANCE OF 249.01 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 57 DEGREES 37 MINUTES 50 SECONDS WEST: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 32 DEGREES 57 MINUTES 26 SECONDS A DISTANCE OF 205.93 FEET: THENCE SOUTH 65 DEGREES 19 MINUTES 36 SECONDS WEST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE SOUTHWEST-ERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 692.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 123.42 FEET: THENCE NORTH 73 DEGREES 07 MINUTES 56 SECONDS WEST A DISTANCE OF 280.12 FEET: THENCE SOUTH 87 DEGREES 26 MINUTES 27 SECONDS WEST A DISTANCE OF 165.92 FEET: THENCE SOUTH 67 DEGREES 20 MINUTES 30 SECONDS WEST A DISTANCE OF 167.28 FEET: THENCE SOUTH 47 DEGREES 50 MINUTES 27 SECONDS WEST A DISTANCE OF 167.15 FEET: THENCE SOUTH 30 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 97.63 FEET: THENCE NORTH 51 DEGREES 42 MINUTES 21 SECONDS WEST A DISTANCE OF 247.93 FEET: THENCE NORTH 38 DEGREES 17 MINUTES 39 SECONDS EAST A DISTANCE OF 65.47 FEET: THENCE NORTH 25 DEGREES 35 MINUTES 45 SECONDS WEST A DISTANCE OF 807.46 FEET: THENCE NORTH 84 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 460.71 FEET: THENCE SOUTH 64 DEGREES 26 MINUTES 40 SECONDS WEST A DISTANCE OF 435.43 FEET: THENCE SOUTH 49 DEGREES 15 MINUTES 59 SECONDS WEST A DISTANCE OF 461.77 FEET: THENCE SOUTH 48 DEGREES 02 MINUTES 01 SECONDS EAST A DISTANCE OF 272.44 FEET: THENCE SOUTH 66 DEGREES 13 MINUTES 36 SECONDS EAST A DISTANCE OF 637.95 FEET: THENCE NORTH 85 DEGREES 38 MINUTES 52 SECONDS EAST A DISTANCE OF 231.27 FEET: THENCE SOUTH 71 DEGREES 46 MINUTES 53 SECONDS EAST A DISTANCE OF 312.27 FEET: THENCE SOUTH 33 DEGREES 08 MINUTES 15 SECONDS EAST A DISTANCE OF 69.74 FEET: THENCE SOUTH 51 DEGREES 42 MINUTES 21 SECONDS EAST A DISTANCE OF 483.58 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 28 SECONDS EAST A DISTANCE OF 229.95 FEET: THENCE SOUTH 55 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 188.08 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 78 DEGREES

PARCEL ID 1 21 0 8 300 0000 000

12 MINUTES 32 SECONDS EAST: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 462.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 18 SECONDS A DISTANCE OF 7.03 FEET: THENCE SOUTH 72 DEGREES 39 MINUTES 49 SECONDS EAST A DISTANCE OF 84.65 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 80 DEGREES 30 MINUTES 53 SECONDS EAST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 378.00 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 29 SECONDS A DISTANCE OF 20.72 FEET: THENCE NORTH 12 DEGREES 37 MINUTES 36 SECONDS EAST A DISTANCE OF 136.48 FEET: THENCE SOUTH 80 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 779.61 FEET: THENCE SOUTH 53 DEGREES 23 MINUTES 05 SECONDS EAST A DISTANCE OF 748.90 FEET: THENCE NORTH 52 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 532.40 FEET: THENCE NORTH 10 DEGREES 05 MINUTES 41 SECONDS EAST A DISTANCE OF 395.69 FEET: THENCE NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST A DISTANCE OF 70.65 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST: THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 102 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 89.85 FEET: THENCE NORTH 03 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 116.78 FEET: THENCE SOUTH 89 DEGREES 17 MINUTES 26 SECONDS WEST A DISTANCE OF 444.69 FEET: THENCE NORTH 76 DEGREES 22 MINUTES 48 SECONDS WEST A DISTANCE OF 1068.33 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 47 DEGREES 15 MINUTES 49 SECONDS EAST: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 16 SECONDS A DISTANCE OF 142.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 608.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 108.44 FEET: THENCE NORTH 65 DEGREES 19 MINUTES 36 SECONDS EAST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 20 MINUTES 28 SECONDS A DISTANCE OF 110.63 FEET: THENCE SOUTH 58 DEGREES 25 MINUTES 13 SECONDS EAST A DISTANCE OF 169.74 FEET: THENCE SOUTH 65 DEGREES 21 MINUTES 38 SECONDS EAST A DISTANCE OF 85.61 FEET: THENCE SOUTH 77 DEGREES 45 MINUTES 45 SECONDS EAST A DISTANCE OF 559.82 FEET: THENCE SOUTH 65 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 90.29 FEET: THENCE SOUTH 12 DEGREES 02 MINUTES 08 SECONDS WEST A DISTANCE OF 17.65 FEET: THENCE SOUTH 81 DEGREES 12 MINUTES 58 SECONDS EAST A DISTANCE OF 198.99 FEET: THENCE NORTH 28 DEGREES 52 MINUTES 00 SECONDS EAST A DISTANCE OF 189.93 FEET: THENCE NORTH 36 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 94.26 FEET: THENCE NORTH 38 DEGREES 03 MINUTES 16 SECONDS WEST A DISTANCE OF 83.31 FEET: THENCE NORTH 76 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 291.05 FEET: THENCE NORTH 62 DEGREES 44 MINUTES 22 SECONDS WEST A DISTANCE OF 213.55 FEET: THENCE SOUTH 81 DEGREES 00 MINUTES 01 SECONDS WEST A DISTANCE OF 77.68 FEET: THENCE NORTH 86 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 202.11 FEET: THENCE NORTH 54 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 74.38 FEET: THENCE NORTH 23 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 20.51 FEET: THENCE NORTH 57

PARCEL ID 1 21 0 8 300 0000 000

DEGREES 24 MINUTES 01 SECONDS WEST A DISTANCE OF 84.76 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 78 DEGREES 24 MINUTES 22 SECONDS WEST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 23 MINUTES 55 SECONDS A DISTANCE OF 3.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES A DISTANCE OF 326.70 FEET: THENCE NORTH 22 DEGREES 50 MINUTES 20 SECONDS WEST A DISTANCE OF 29.53 FEET TO A POINT OF CURVE: THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 39.27 FEET: THENCE NORTH 67 DEGREES 09 MINUTES 40 SECONDS EAST A DISTANCE OF 206.25 FEET: THENCE SOUTH 34 DEGREES 06 MINUTES 02 SECONDS EAST A DISTANCE OF 319.76 FEET: THENCE SOUTH 63 DEGREES 26 MINUTES 06 SECONDS EAST A DISTANCE OF 418.39 FEET: THENCE SOUTH 53 DEGREES 58 MINUTES 44 SECONDS EAST A DISTANCE OF 152.01 FEET: THENCE SOUTH 62 DEGREES 38 MINUTES 53 SECONDS EAST A DISTANCE OF 67.86 FEET: THENCE SOUTH 50 DEGREES 41 MINUTES 54 SECONDS EAST A DISTANCE OF 152.24 FEET: THENCE SOUTH 27 DEGREES 08 MINUTES 42 SECONDS EAST A DISTANCE OF 31.99 FEET: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET: THENCE NORTH 53 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 153.28 FEET: THENCE NORTH 06 DEGREES 31 MINUTES 51 SECONDS EAST A DISTANCE OF 144.52 FEET: THENCE NORTH 48 DEGREES 19 MINUTES 25 SECONDS WEST A DISTANCE OF 376.86 FEET: THENCE NORTH 61 DEGREES 23 MINUTES 27 SECONDS WEST A DISTANCE OF 508.82 FEET: THENCE NORTH 72 DEGREES 12 MINUTES 48 SECONDS WEST A DISTANCE OF 60.18 FEET: THENCE NORTH 34 DEGREES 37 MINUTES 42 SECONDS WEST A DISTANCE OF 136.13 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 17 DEGREES 47 MINUTES 59 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 29 MINUTES 17 SECONDS A DISTANCE OF 292.71 FEET: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 17.89 FEET TO THE TRUE POINT OF BEGINNING: (PER SWD 96-6256 REC'D 3/13/96 2ND CORRECTION) AKA GOLF COURSE
END OF FILE

EXHIBIT B

GOLF COURSE MAINTENANCE SPECIFICATIONS

"Maintenance Standards" shall mean the maintenance standards for the Golf Course designed to insure maintenance of the grounds in an attractive and playable condition, which standards are set forth below, or such other similar standards that may be from time to time required by the USGA to insure a similar standard of maintenance; provided that such similar standards are (i) approved by the City, which approval shall not be unreasonably withheld, and (ii) are commensurate with the Comparable Facilities.

1. SUPERVISION OF MAINTENANCE

(a) The golf course superintendent shall be responsible for supervising the maintenance of the course. He will be a Golf Course Superintendents of America Affiliated Golf Course superintendent employed full-time at the course who will develop the maintenance program and be responsible for its implementation. At least one full-time crew member shall have a current pesticide applicator's license as required by State law.

(b) Other than during inclement weather, a full maintenance crew consisting of a minimum of seven (7) workers in season and a minimum of three (3) workers off season shall be on duty at the course, supervised by an on-duty superintendent. Regular hours will be established and maintained. The superintendent's hours shall normally be the same as those of his crew.

2. WEATHER IMPACT ON MAINTENANCE

When horticultural tasks are specified to be performed in a scheduled basis (as daily, every other day, etc.), the crew will not be expected to perform the task on the specified schedule if the performance of the task is precluded by weather conditions. The tasks shall be performed on the next available day which the weather conditions will not interfere with the reasonable performance of the task.

3. GREENS MAINTENANCE

(a) Mowing the Greens

(i) The greens shall be mowed at least five days per week (Saturday and Sunday required). Greens shall be cut at a length of 5/32" but may be adjusted, depending on the time of year

and the amount of play. A stemp meter reading of not less than seven feet is desired.

(ii) Grass clippings shall be properly disposed and at a minimum of 20 feet from all greens.

(iii) Basket devices for catching grass clippings shall be used on mowers each time a green is cut, except for the first mowing after the green has been top-dressed and two (2) days following application of granular fertilizer.

(iv) The mowing patterns shall be alternated each time a green is mowed.

(v) "Graining" or "thatch" in the greens shall be controlled as necessary by use of combs, brushes, or "verticut" attachments on greens mowers.

(b) Watering on Greens

(i) The crew shall water the greens as necessary to keep the grass in optimal growing condition.

(ii) Irrigation should produce greens that are wet evenly over the total green. Wet and dry spots are to be minimized by controller settings and by hand-watering as necessary.

(c) Top-Dressing of Greens

The crew shall top-dress each green after aeration in the spring and fall; using sand similar to that used for construction. Sand shall be applied at the rate of approximately one (1) yard of materials per green in each top-dressing process.

(d) Aeration of Greens

The crew shall aerate each green two (2) times each year, using a recognized greens aerator manufactured for that purpose.

(e) Vertical Mowing of Greens

(i) The greens shall be vertically mowed as necessary to control "graining" or "thatching".

(ii) The greens shall be vertically mowed on a 45-degree angle of difference each time they are vertically mowed to assure the most benefit from this process.

(f) Fertilizing Greens

(i) All greens shall be fertilized with nitrogen, phosphorous, potash, and other elements as needed to maintain color, growth, health, and turgidity of the turf without allowing excessive or succulent growth.

(ii) The goal of the greens fertilization program is to provide the best possible putting surface, not to produce the maximum amount of growth.

(iii) Greens shall not be closed for fertilization, unless required by State law.

(g) Pest Control on Greens

(i) Pest control management of the greens is considered to be a constant on-going responsibility of the superintendent.

(ii) The greens shall be checked daily for fungus activity, insect infestations, or any other pest problem which will adversely affect the quality of the putting surface. The appropriate controls for these pests shall be applied as soon as necessary after their detection.

(iii) Develop an Integrated Pest Management Plan for Pest Control practices.

(iv) Horn Rapids Golf Course has had nation-wide recognition due to the fact that insecticides are never used to control pests on the property. The Audubon Society, through Washington State University, has used Horn Rapids as a proven testing ground to show that golf courses can exist without doing harm to the natural environment.

(h) Weed Control on Greens

All greens shall be maintained free of undesirable grasses and weeds. Preemergent herbicides shall be used as necessary to prevent intrusion into the greens of weeds difficult to eradicate such as goose grass, crabgrass, etc.

(i) Repair of Greens

Any damage done to the greens from any source which affects the putting surface shall be repaired immediately by the crew. All such areas shall be sodded or plugged from similar base material and same species of grass.

(j) Other Greens Requirements

(i) The crew shall repair ball marks on all greens on a daily basis.

(ii) The crew shall change the pin placement on the greens every day utilizing a systematic rotation.

(iii) Cup cutting shall be done daily during the busy season. During the winter months, cup cutting shall be done on an as-needed basis due to a lack of healing.

4. MAINTENANCE OF TEES AND APRONS

(a) Mowing of Tees and Aprons

(i) The crew shall mow all tee areas and aprons around the greens not less frequently than two times per week. Tees and aprons shall be cut at a maximum height of 5/8 inch, but may be adjusted for different types of grasses.

(ii) The crew shall not use mowing implements intended for mowing fairways for the mowing of tees or aprons.

(b) Watering of Tees and Aprons

Tees and aprons are to be watered as necessary to keep the grass in optimal growing condition. Hand-watering shall be used by the crew where necessary to augment the irrigation system.

(c) Aeration and Top-Dressing of Tees and Aprons

(i) The tees shall be aerated two (2) times per year or more as needed. They shall be top-dressed two (2) times per year using 1/4 yard of sand per square foot per application.

(ii) The aprons shall be aerated two (2) times per year. Plugs shall be chopped and returned to the apron surface.

(iii) A recognized greens aerator, manufactured for that purpose, shall be used for each area.

(d) Vertical Mowing of Tees and Aprons

Tees and aprons shall be vertically mowed as necessary to prevent thatching. They shall be mowed at different angles each time to assure the most benefit from the process.

(e) Fertilizing of Tees and Aprons

All tees and aprons shall be fertilized with nitrogen, phosphorous, potash, and other elements as needed to maintain color, growth, health, and turgidity of the turf without allowing excessive or succulent growth.

(f) Pest Control of Tees and Aprons

The tees and aprons shall be checked daily for fungus activity and insect infestations or any other pest, gopher, or burrowing animal infestations which would interfere with the playing surface or the health of the turf grasses. The appropriate controls for these pests shall be put into force as soon as necessary after their discovery, utilizing Integrated Pest Management procedures.

(g) Weed Control on Tees and Aprons

Tees and aprons shall be kept weed-free to an extent of at least 90 percent of the area by the proper and timely application of preemergent and/or postemergent herbicides.

(h) Overseeding of Tees and Aprons

(i) The tees shall be overseeded in the Fall with perennial Rye at the rate of ten (10) pounds per 1,000 square feet. This process may be combined with the aeration/top-dressing process if the superintendent so desires.

(ii) All divots on tees are to be filled with seed/sand mixture weekly or as needed, using a seed mixture of Tifway 419 is used on the tee boxes.

(i) Setup

Tee markers and all tee equipment shall be moved daily for proper play and control of turf wear.

5. MAINTENANCE OF FAIRWAY/DRIVING RANGE

(a) Mowing of Fairways/Driving Range

(i) The fairways shall be mowed at a height of 5/8 inch. The mowing heights may be adjusted as needed to provide a difference in height between fairways and the rough.

(ii) The driving range shall be mowed one (1) time per week at a height of 1" or as needed.

(iii) Excess grass clippings shall be removed mechanically to prevent damage to existing grass.

(iv) During periods of rainy weather which interfere with the normal fairway mowing schedule, the crew shall be expected to use additional mowing resources to catch up on mowing requirements so as to prevent overlying long grass.

(b) Watering of Fairways/Driving Range

Fairways and the driving range are to be watered as necessary to keep the grass in optimal playing condition.

(c) Aeration of Fairways/Driving Range

The fairways and driving range shall be aerated at least one time per year and as needed, using an aerator with 5/8" diameter spoon and a minimum penetration depth of three (3) inches.

(d) Vertical Mowing of Fairways/Driving Range

Vertical mowing of fairways and the driving range is not required except in extraordinary circumstances for disease control or to reduce thatch of stoloniferous weed grasses.

(e) Fertilization of Fairway/Driving Range

(i) All fairways/driving range shall be fertilized with nitrogen, phosphorous, potash or other elements as needed to maintain color, growth, health and turgidity of the turf without allowing excessive or succulent growth.

(ii) Fairways and the driving range are to be fertilized four (4) times per year.

(f) Pest Control on Fairways/Driving Range

(i) The fairways and the driving range shall be checked daily for any pest infestation, gophers, and other burrowing animals which will affect the playing surface of the ongoing health of the turf grass.

(ii) Any pest problem recognized as such shall be dealt with as soon as possible.

6. HAZARD MAINTENANCE

(a) Sand Maintenance

(i) All sand traps shall be edged as necessary to maintain an appropriate lip, raked daily, and filled with USGA trap sand of proper color as needed to maintain a minimum 3" depth on slopes and 5" depth in the bottom.

(ii) The sand shall be raked five (5) times per week Monday, Wednesday, Friday, Saturday and Sunday in each sand trap.

(iii) The sand traps shall be kept weed-free.

7. TREES, SHRUBS AND OTHER LANDSCAPING

(a) The superintendent will be responsible for the maintenance of all the landscaping at the course.

(b) All landscaped planter areas shall be kept weed-free.

(c) All trees and shrubs shall be pruned as necessary to provide ease of play on the course and to provide aesthetic value throughout. The crew shall replace trees damaged by wind, etc., and provide staking as necessary.

(d) Any pruning on larger trees that necessitates the use of the ladders and/or mechanical raising and lowering devices to carry a person about in order to prune, thin out dead wood or debris or unwanted growth is the responsibility of the crew.

(e) The crew shall irrigate all tree shrubs and other landscape plants as necessary to maintain them in the optimum condition for growth.

(f) All dead trees, for whatever cause, shall be removed as soon as reasonably possible. Replacement trees shall be planted as soon as reasonably possible with a tree of appropriate type and size.

(g) The maintenance of the landscaped slope separating the golf course from the adjacent housing shall be the responsibility of the homeowner by agreement with CGA or will otherwise be maintained by Licensee.

(h) The crew is to keep grass adjacent to trees mowed at the same frequency and to the same height as is applicable to the location of each tree (e.g., whether fairway or rough). Large area mowers shall not be used within one (1) foot of the trunk of any tree.

(i) All newly planted trees, existing specimen trees and other landscaping shall be fertilized a minimum of one (1) time each year to maintain color, growth and vigor.

8. ROUGH

(a) Mowing

All roughs shall be mowed weekly during the growing season, and as necessary during the balance of the year, at heights between 3/4" and 1 1/2". Rough height shall not exceed 2" without the direct approval of the regional superintendent, and rough mowing shall not be suspended for any tournament without such approval. Vegetation within and along drainage ditch slopes shall be mowed or weedeatered as required to maintain a suitable appearance.

(b) Aeration

(i) Fairway-to-tree-line play areas shall be aerated at least two (2) times per year.

(ii) Within wooded play areas, aeration shall be performed as necessary to establish and/or maintain turf.

(c) Fertilization

Roughs shall be fertilized as necessary to maintain turf.

(d) Weed Control

Shall be performed as necessary to prevent seed formation and to allow proper play.

9. WETLANDS

All areas that are designated wetlands shall be maintained in their natural condition. Exotic weed species such as tamarisk, pampas grass, grant reed, and castor bean shall be removed.

10. NON-HORTICULTURAL MAINTENANCE RELATED TO PLAY ON THE COURSE.

(a) Lessee shall be responsible for maintenance of all tee markers, cups, flags, ball washers, trap rakes, yardage signs, and benches on the course. Maintenance shall include repairing, painting, replacing, furnishing towels, and otherwise keeping these amenities in a good condition that is conducive to player enjoyment of and respect for the course.

(b) The cups on each green and the tee markers on each tee shall be relocated every day or as dictated by weather.

(c) The ball washers located around the course shall be serviced Monday, Wednesday, Friday, Saturday and Sunday. The towels for the ball washers shall be changed on the same schedule with clean towels furnished as needed.

(d) The superintendent shall have the responsibility to mark temporary hazards, out-of-bounds areas, and other course conditions as they occur or are required by tournament play. Definition of tournament requirements will be furnished by the starter staff in the Pro Shop at the clubhouse of the course.

(e) The crew shall pick up litter throughout the course on a daily basis. Litter receptacles are to be furnished by the Lessee and maintained by the Lessee.

(f) Vertebrate pest control shall be routinely performed throughout the property on an ongoing basis in such a manner that vertebrate pest populations are steadily reduced and eventually eliminated.

(g) A soil analysis shall be performed yearly by an approved professional laboratory.

(h) Any change in the physical characteristics of any area of the golf course such as addition or removal of sand traps, addition or removal of any hazards (water, trees, or native vegetation), movement of soil

exceeding 20 cubic yards in any single area, or the modification of any portion of the golf course or the buildings shall only be undertaken with the direct approval of the City Manager or his designated representative.

11. GENERAL MAINTENANCE STATEMENT

These specifications indicate minimum practices necessary for the proper maintenance of any golf course. In no way do they limit the responsibility of the golf course superintendent for the professional care and maintenance of the property.

EXHIBIT C

CGA/RGA Personal Property & Assets

Description

1. Pro Shop Building
2. All inventory and fixtures in Pro Shop
3. All of CGA/RGA business records and point of sale system
4. All office equipment and supplies
5. All inventory and fixtures in Deli
6. Banquet Building
7. All inventory and all fixtures in Banquet Building
8. All inventory and fixtures in Cart Barn Building
9. Inventory and fixtures in Mirage Building
10. All inventory, equipment, small tools and fixtures in Maintenance Building
11. All inventory, fixtures and pump station in Pump Building
12. All outdoor amenities (furniture, water coolers, benches, ball cleaners, flower containers, etc.)

**FINAL AGREEMENT
(INCLUDING REDEMPTION OPTION)**

This Agreement is made and entered into effective the 3 day of MAY, 2005, by and between The City of Richland, Washington, "City", and Columbia Golf Associates, a Washington partnership, "CGA."

WHEREAS, the City and CGA previously entered into that certain "Commercial Licensing Agreement," dated August 25, 2003, under which the City licensed CGA to operate that certain facility commonly known as the Horn Rapids Golf Course (the "Golf Course"), in Richland, Benton County, Washington, pursuant to the terms and conditions set forth therein and under which CGA has since been operating the Golf Course to this date. The legal description of the Golf Course is set forth in Exhibit A hereto;

WHEREAS, the City is in possession and control of the Golf Course real estate in a trust capacity for the City's LID Guaranty Fund following a Local Improvement District ("LID") lien foreclosure proceeding conducted in the Benton County Superior Court and following which the City was the successful bidder at a resulting Sheriff's sale and received a Sheriff's Certificate of Sale dated the 29th day of March, 2004 from the Benton County Sheriff (the "Sheriff's Certificate"), which certificate remains subject to a redemption time period of two years from the sale date of the 26th day of March, 2004. The Sheriff's Certificate was issued as a result of that certain Benton County Superior Court Case captioned as "THE CITY OF RICHLAND WASHINGTON, a municipal corporation, as Plaintiff, vs. COLUMBIA GOLF ASSOCIATES, a Washington general partnership; COLUMBIA TRIANGLE VENTURES, L.P. a Washington limited partnership; and RICHLAND GOLF ASSOCIATES, a Washington general partnership, as the Defendants, Case Number 99-2-00895-0, Docket Number 04-224, and Judgment Docket Number 03-9-01618-0;

WHEREAS, CGA was the last owner of the Golf Course real property prior to foreclosure and holds redemption rights against the same following the Sheriff's sale;

WHEREAS, the City and Columbia Triangle Venture, L.P., a Washington limited partnership ("CTV") entered into that certain "Horn Rapids Development And Option Agreement" dated December 14, 1992, and as subsequently amended by the First Amendment dated March 15, 1993, and further amended by the Second Amendment dated October 12, 1993 (collectively "D&O Agreement");

WHEREAS, in connection with the D&O Agreement, a Deed of Trust was executed by the City in favor of CTV as beneficiary on September 20, 1995, and was recorded with the Benton County Auditor on September 26, 1995, under Auditor's Recording Number 95-21658 ("Deed of Trust"), as against certain development real estate adjoining or near the Golf Course, for the purpose of securing the City's performance and payment of its obligations owing and to become owing to CTV under the terms of the D&O Agreement, as amended;

WHEREAS, CGA is the current owner and holder of CTV's (a) rights, obligations and interests under the D&O Agreement and (b) beneficiary's interest under the Deed of Trust

FINAL AGREEMENT - 1

SEA 1617776v1 25682-7

4.22.05

Deleted: 4.21.05

pursuant to the Benton County Sheriff's levy against and sale of the same to CGA pursuant to the terms of that certain Bill of Sale issued by the Benton County Sheriff to CGA and dated September 17, 2004, in Benton County Superior Court Case Number 99-2-00895-0 and Docket Number 04-1103 ("Bill of Sale");

WHEREAS, CGA is desirous of reacquiring ownership of the Golf Course real property, by either exercising its redemption rights or obtaining an assignment of the Sheriff's Certificate of Sale now held by the City, so that CGA may resume operation of the same in the capacity of legal owner of the Golf Course real property, as opposed to continuing under the current Commercial Licensing Agreement;

WHEREAS, the City is desirous of clearing title to that portion of its real property covered by the D&O Agreement, by removing the lien and any interest related to the D&O Agreement and receiving a release/full re-conveyance of the related Deed of Trust, so that the City may continue with the development of the burdened real estate free and clear of the obligations contained in the D&O Agreement and the lien represented by the Deed of Trust on the same;

WHEREAS, the City and CGA have negotiated over the potential redemption or exchange of the Golf Course real estate on the one hand from the City in trade for the D&O Agreement and related Deed of Trust on the other hand from CGA;

WHEREAS, the City has obtained appraisals from separate, qualified appraisers as to the relative fair market values of the Golf Course real estate as compared to the D&O Agreement and related Deed of Trust real estate;

WHEREAS, the City and CGA have received and reviewed the appraisers' reports and have determined that a trade or exchange can be fairly completed based on the comparative values, subject to the City equalizing the exchange values by including in this Agreement a cancellation of a real estate property tax reimbursement obligation owing from CGA to the City under the terms of the Commercial Licensing Agreement;

WHEREAS, the City believes that this exchange is in its best interests since it will serve to keep the ownership of the Golf Course in the private sector for long-term management and improvement, while simultaneously removing the burden of the D&O Agreement and the lien of the Deed of Trust from the neighboring real property which the City is intent on seeing developed for residential and related purposes; and

WHEREAS, the City and CGA have separately negotiated and agreed upon the realignment or correction of certain legal boundaries between the Golf Course real estate and certain adjoining real estate, which correction and realignment of boundaries is being conducted outside of this Agreement, but contemporaneously herewith.

NOW THEREFORE, in consideration of the above recitals and the mutual promises, agreements and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. CANCELLATION OF COMMERCIAL LICENSING AGREEMENT. The parties agree that the Commercial Licensing Agreement, identified above, will be cancelled and terminated concurrent with Closing as provided in Section 6. In that regard, the City and CGA from and after Closing will mutually release each other, effective as of the date of Closing, and their respective related agencies, companies, principals, partners, agents, representatives, trustees, officers, employees, staff members, attorneys, insurance carriers, successors, assigns, estates and heirs, from any and all rights, claims, demands, defaults or damages (collectively "Liabilities") of any kind whatsoever, known or unknown, existing or arising in the future, resulting or in any way arising from the commitments, facts or circumstances that were the subject of or related to the said Commercial Licensing Agreement; **PROVIDED HOWEVER,** this release shall not apply to any claim or action based on a breach of this Agreement and any other documents created between the parties as a result of this Agreement, all of which are collectively hereinafter referred to as the "Related Documents".

2. ABANDONMENT AND RELEASE OF D&O AGREEMENT AND RECONVEYANCE OF DEED OF TRUST; CONTINUING COMMITMENTS. In consideration of the City's assignment or allowed redemption by CGA of the City's interest in the Golf Course real estate as provided in Section 3, as well as the offset or cancellation of CGA's real estate property tax reimbursement obligation to the City existing under the Commercial Licensing Agreement as provided in Section 4, CGA will release and confirm abandonment at Closing as to all of its rights, obligations and interests in the D&O Agreement (including, but not limited to, any purchase option rights contained therein) and reconvey the related Deed of Trust to the City in the City's trust relationship to the City's LID Guaranty Fund. Further, effective at Closing, CGA releases, waives and discharges any liabilities, claims, or obligations of any nature whatsoever, known or unknown, existing or arising in the future, relating to or in any way arising from the City's performance under the D&O Agreement, including but not limited to the release, waiver and discharge of any City obligation to pay any existing or future "Advances" as defined under the D&O Agreement.

In furtherance of this transaction, CGA stipulates that this Agreement, as of the Closing date, shall constitute an effective "Abandonment and Release Agreement", or other named document as mutually approved by the parties and Cascade Title Insurance Company, to be presented to Cascade Title Insurance Company, as to all of the rights, obligations and interests created in favor of CTV under the D&O Agreement. Insofar as Cascade Title Insurance Company has requested an agreement be recorded of record, CGA and the City agree at Closing to sign a separate, short form of Abandonment and Release Agreement, to have the form of the same approved by Cascade Title Insurance Company and to cooperate in the recording of the same. The use of a short form Abandonment and Release Agreement is simply to avoid the increased recording expense which would be associated with recording this longer form document. The Abandonment and Release Agreement is a "Related Document."

The City also agrees that, as of the Closing date, this Agreement and the referenced Abandonment and Release Agreement effectively release CGA, and its respective related companies, principals, partners, agents, representatives, trustees, officers, employees, staff members, attorneys, insurance carriers, successors, assigns, estates and heirs from any and all rights, liabilities or obligations of any nature whatsoever, known or unknown, existing or arising

in the future, created in favor of the City under either the said D&O Agreement or the related Deed of Trust,

Also in furtherance of this transaction, CGA agrees that at Closing it will execute a request for full reconveyance and cooperate in the recording by the trustee of a standard form Deed of Full Reconveyance of the Deed of Trust, contemporaneous with the execution of this Agreement, as also requested by Cascade Title Insurance Company. The Deed of Full Reconveyance is a "Related Document."

CGA represents and warrants to the City as of the date of this Agreement that CGA is still the owner and holder of CTV's interest under the D&O Agreement and related Deed of Trust and that no assignments, liens, mortgages, deeds of trust, judgments or other liabilities have attached to the same by or through CGA during the timeframe that CGA has held the same.

The City and CGA each understands that as a consequence of the Sheriff's levy upon and execution sale of all of CTV's rights under the D&O Agreement and the Sheriff's issuance of a bill of sale of said rights to CGA, CGA has acquired and succeeded to all of the past, current and future rights, obligations and interests of CTV under the D&O Agreement and the Deed of Trust, and that CGA is empowered to exercise, or to agree to modify or release, all such rights, obligations and interests in all respects. Notwithstanding the foregoing, however, the City and CGA understand and agree that to the extent that, following the execution sale and the sheriff's issuance and delivery to CGA of the Bill of Sale, CTV continued to hold any right or interest of any kind in and under the D&O Agreement, the City by entering in to this Agreement or taking any other action contemplated hereunder does not intend, and this Agreement shall not be construed, to terminate, modify, impair or affect any such right of CTV under the D&O Agreement, or to terminate the D&O Agreement as against any claim or right of CTV, in any respect. In particular, and without limiting the foregoing, the City does not intend, and this Agreement shall not be construed, to constitute any act of the City that would in any respect terminate the D&O Agreement with respect to CTV, or to trigger any City obligation to pay Advances to CTV under the D&O Agreement.

Further, the City and CGA each recognize that certain provisions, covenants and agreements affecting the continued uses of the properties covered in this Agreement should be set forth in separate documents as follows::

2.1 Golf Course Use. At Closing, the parties will record a covenant limiting the use of the Golf Course real property to golf course purposes ("Golf Declaration");

2.2 Irrigation Agreement. At Closing, the parties will execute an agreement for continuation without change, of the supply of and payment for irrigation water to or for the benefit of the Golf Course real property in a manner consistent in all respects with previous, existing contractual commitments, whether under the Irrigation System Supervision and Planning Agreement of July 29, 1993, the First Amendment to the D&O Agreement of March 15, 1993, including, but not limited to Section 3, thereof, or other previous agreements, or amendments to the same, relating to the subject of irrigation. The Golf Declaration and the Irrigation Agreement are "Related Documents."

3. SHERIFF'S CERTIFICATE OF SALE AND CGA'S OPTION TO REDEEM FROM, OR TAKE ASSIGNMENT OF, THE SAME. CGA shall have the option, in its sole discretion, to acquire title to the Golf Course by either (a) exercising CGA's redemption rights now existing following the Sheriff's sale, or (b) taking the City's interest under the Sheriff's Certificate by way of assignment from the City. Said option shall be exercised by CGA within fifteen (15) days of the execution date of this Agreement by written notice to the City's attorney by fax or e-mail.

In the event CGA elects to exercise its redemption rights, then the immediately following provision shall apply:

In consideration of CGA's assignment, transfer, termination and reconveyance, as applicable, of the identified D&O Agreement and related Deed of Trust as set forth above, the City, in its own right and in its trust capacity for the City's LID Guaranty Fund, hereby stipulates and agrees that CGA shall be considered to have redeemed the Golf Course real property that was the subject of the said Sheriff's sale and resulting Sheriff's Certificate. In this regard, the City agrees to sign such confirming document or affidavit (the "Redemption Stipulation") in favor of CGA as will be reasonably necessary to satisfy the said Sheriff, the Benton County Superior Court Clerk and the title company as to the City's agreement to CGA's exercise of its redemption rights in exchange for the D&O Agreement and related Deed of Trust proffered by CGA to the same extent and effectiveness as if the redemption was completed by an equivalent cash payment of such dollar amount as would otherwise be required to accomplish a redemption under the applicable statutes. The Redemption Stipulation may take the form of a deed in lieu of redemption or its equivalent. The Redemption Stipulation is a "Related Document."

In the event CGA elects instead to take an assignment of the Sheriff's Certificate from the City, then the immediately following provision shall apply:

In consideration of CGA's assignment, transfer, termination and reconveyance, as applicable, of the identified D&O Agreement and related Deed of Trust as set forth above, the City, in its own right and in its trust capacity for the City's LID Guaranty Fund, hereby fully transfers over and assigns to CGA all of the City's and LID Guaranty Fund's right, title and interest under the said Sheriff's Certificate. For the purpose of producing a document that is better suited for filing and recording purposes, the City further agrees to execute a short form of assignment (the "Assignment") of the Sheriff's Certificate in favor of CGA, contemporaneously with the execution of this Agreement. The City additionally agrees to cooperate in the filing and recording of the same. The Assignment is a "Related Document."

In either event, the City warrants to CGA that no assignments, liens, mortgages, deeds of trust, judgments or other liabilities have attached by or through the City to the real estate that is the subject of the Sheriff's Certificate during the timeframe that the City has held the Sheriff's Certificate on the same.

4. **ADJUSTMENT REQUIRED TO EQUALIZE FAIR MARKET VALUES.** After reviewing the appraisals secured by the City and evaluating the assumptions, conditions and limitations set forth therein by the respective appraisers, the City and CGA have concluded and agreed that the fair market value of the Golf Course real property which is the subject of the Sheriff's Certificate is approximately One Million Eight Hundred Thousand Dollars (\$1,800,000.00)

The City and CGA have concluded and agreed through a similar process that CTV's interest in the D&O Agreement and related Deed of Trust held now by CGA, has a fair market value of approximately Two Million Two Hundred and Twenty Thousand Dollars (\$2,220,000.00).

In order to better balance these relative fair market values for the purpose of facilitating and completing the exchange (including potentially CGA's redemption option) under this Agreement, the parties have agreed that the City will release and allow CGA to offset CGA's obligation under the Commercial Licensing Agreement, specifically Section 9 entitled "Property Taxes," to reimburse the City for certain real estate property taxes, and any associated interest and penalties, previously paid or to be paid by the City to the Benton County Treasurer's Office in the approximate combined amount of Two Hundred and Ten Thousand Dollars (\$210,000.00). In consideration of the offset of its tax reimbursement obligation, CGA waives and releases any dollar difference between the Golf Course and CTV's interest in the D&O Agreement and Deed of Trust still remaining in CGA's favor.

5. **COMPLETION OF BOUNDARY LINE ADJUSTMENT PROCESS.** The City and CGA shall complete the adjustment of certain legal boundaries between the Golf Course real estate and other, adjoining real estate owned or controlled by the City ("BLA"), as described in the Recitals. At Closing, the City and CGA will deposit into Escrow the deeds required to convey the respective portions of land being adjusted in the BLA. The parties shall submit joint

escrow instructions for the Escrow Agent to record the deeds promptly after the City approves the pending BLA application. The City and CGA shall share equally all remaining costs to complete and record the final BLA, not to exceed \$250-300.00 dollars

6. CLOSING; TITLE INSURANCE, CLOSING COSTS.

6.1 Closing. The transactions contemplated in this Agreement shall be closed on or before Aug 22 2005 ("Closing"), subject to satisfaction or waiver of all conditions to closing set forth in Section 6.2 below. Closing shall take place in the offices of Chicago Title Company located at 636 N. Colorado Street, Kennewick, Washington ("Escrow" or "Escrow Agent"). Prior to Closing, the parties shall sign and deposit in Escrow the following documents:

- 6.1.1 Abandonment and Release Agreement (signed and acknowledged by the City and CGA);
- 6.1.2 Irrigation Agreement (signed by the City and CGA);
- 6.1.3 Request for Full Reconveyance of Deed of Trust (signed by CGA);
- 6.1.4 Full Reconveyance of Deed of Trust (signed by Trustee)
- 6.1.5 Redemption Stipulation or Assignment of Sheriff's Certificate, as elected by CGA (signed by the City);
- 6.1.6 Deeds for BLA implementation (signed and acknowledged by the City and CGA, respectively);
- 6.1.7 Assignment of one-half of CGA's interest in the \$1,000,000 CTV judgment (signed by CGA);
- 6.1.8 Golf Declaration limiting use of the Golf Course real property to golf course purposes; and;
- 6.1.9 Such other documents as necessary and appropriate to complete the transactions contemplated hereby.

6.2 Conditions to Closing. Unless waived by the benefited party, the following shall be conditions to closing ("Closing Conditions"):

6.2.1 City Title Insurance. The City shall be able to obtain title insurance subject to only those exceptions and with such endorsements as determined by the City in its sole discretion.

6.2.2 CGA's Title Insurance. CGA shall be able to obtain title insurance on the Golf Course real property and the new BLA Golf Course description, subject to only those exceptions and with such endorsements as determined by CGA in its sole discretion.

6.2.3 Form of Documents. The parties shall have mutually approved the form of all the Related Documents.

6.2.4 No CTV Objection. CTV shall not have filed any claim, litigation or otherwise asserted any interest to the D&O Agreement or the Deed of Trust.

6.2.5 True Representations and Warranties. All representations and warranties of the parties, respectively, shall be true and accurate as of the date of closing.

If the above Closing Conditions have not been satisfied, or waived by the benefited party, by 5 p.m. on August 22, 2005, then either party may terminate this Agreement by delivering written notice to the other party prior to the date of Closing. Upon delivery of a termination notice, all documents shall be returned from Escrow to the parties, and the parties shall be restored to their original positions without any waiver or release of their legal positions or rights that existed prior to entering into this Agreement.

6.3 Title Insurance; Closing Costs. Each party shall be separately responsible for acquiring and paying for any title insurance which they may elect to obtain for their own benefit. Each party shall be responsible for the recording fees associated with any documents which are recorded for their particular benefit under the terms of this Agreement. As to real estate excise tax, if any is due on either transfer, the transferring party shall be responsible for payment of the same in the customary manner. The parties shall each pay one half of the costs of the Escrow.

7. DEFAULT AND ARBITRATION. In the event any party alleges any failure to agree, default or breach against the other arising out of this Agreement, or any of the Related Documents, and are unable to resolve the same by direct negotiation within fifteen (15) calendar days, then the arbitration provisions herein shall immediately apply. In the event of any such claims or disputes, the parties agree that they will submit said dispute to binding arbitration in one of the Tri-Cities, Washington, before a single arbitrator. The arbitrator shall be selected by mutual agreement by the parties. In the event the parties are unable to so agree, the said arbitrator shall be selected by the presiding Judge of the Benton County Superior Court upon petition by either party.

Any such arbitration proceeding shall proceed and be governed by the terms of RCW Chapter 7.04, as amended, or in such other manner as the parties may mutually agree by written stipulation. The parties stipulate that any resulting arbitration shall be scheduled such that the matter may be heard and decided within thirty (30) calendar days of a written demand for arbitration being submitted by one party to the other.

The arbitrator shall have the authority to make an award of reasonable attorneys' fees and expenses to the substantially prevailing party in any such arbitration proceeding and to similarly direct an award for the arbitrator's fees and charges incurred therein. In the event the arbitrator determines that neither party is the substantially prevailing party, then each party shall be responsible for their own attorney's fees and costs and each party shall pay one-half of the arbitrator's fees and charges.

8. **ATTORNEY'S FEES.** In case arbitration or litigation is instituted arising directly or indirectly out of this Agreement, the substantially prevailing party shall be entitled to an award of their reasonable attorney's fees and costs as determined by the arbitrator or the court, at hearing, trial or any appeal therefrom.

9. **ENTIRE AGREEMENT.** Except as stated otherwise herein, this Agreement is the only agreement between the parties relating in any way to the subject matter hereof. No statements, promises or representations have been made by any party to any other party, or have been relied upon, and no consideration has been given or is offered, promised, expected or held out, other than as stated in this Agreement and the Related Documents. No conditions precedent to the effectiveness of this Agreement exist other than as may be expressly provided herein. Except as provided otherwise herein, all prior discussions and negotiations have been, and are, merged and integrated into, and are superseded by, this Agreement and the Related Documents.

10. **SCRUTINY.** This Agreement has been submitted to the scrutiny of all parties and their respective legal counsel and shall be given a fair and reasonable interpretation in accordance with the words hereof without consideration or weight being given to its being drafted by or for one of the parties. If in fact one of the parties has not submitted this Agreement to the scrutiny of their legal counsel, such party stipulates that, despite having had the opportunity to do so, they waived the same and elected to proceed without the benefit of such legal review.

11. **APPLICABLE LAW.** This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Washington. This Agreement shall be binding upon each of the parties and their respective successors and assigns, except as expressly provided to the contrary elsewhere herein.

12. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect, unless the effect of the same would be to materially frustrate the purpose or benefit of either party or both parties in entering into this Agreement.

13. **WAIVER.** The delay or failure of either party to exercise any right, power or privilege hereunder, or its failure to strictly enforce any breach or default, shall not constitute a waiver with respect thereto, and no waiver of any such right, power, privilege, breach or default on any one occasion shall constitute a waiver thereof on any subsequent occasion unless clear and express written notice thereof is provided.

14. **COOPERATION.** All parties hereto agree to fully cooperate in all matters related to or arising out of this Agreement or the Related Documents.

15. **MODIFICATION.** This Agreement shall not be subject to modification except by written agreement signed by the parties.

16. **CAPTIONS.** All captions or subtitles used herein are intended solely for convenience of reference and shall in no way limit or broaden any of the provisions of this Agreement.

17. **ADDITIONAL REPRESENTATIONS AND WARRANTIES;
INDEMNIFICATION.**

FINAL AGREEMENT - 9

9

SEA 1617776v1 256x2-7

4.22.05

Deleted: 4.21.05

17.1 City's Additional Representations and Warranties. As a material inducement for CGA to enter into this Agreement, the City additionally represents and warrants as follows:

17.1.1 Power and Authority. That it is a municipality duly organized, validly existing and in good standing under the laws of the State of Washington; that it is in good standing in the State of Washington; that it has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by City of City's obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which City is a party or by which City is bound.

17.1.2 Authorization; Valid Obligation. That all actions required to be taken by or on behalf of City to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of City enforceable in accordance with its terms, except as the same may be affected by moratoriums or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

17.1.3 Executive Parties. That the persons executing this Agreement on behalf of City have full power and authority to bind the City to the terms hereof.

17.1.4 Validity of LID Foreclosure Process and Resulting Sheriff's Certificate. That the City appropriately conducted the LID foreclosure action referenced above in compliance with all legal requirements and that the resulting Sheriff's sale was appropriately obtained by the City in compliance with all legal requirements associated with the same.

17.2 CGA's Additional Representations and Warranties. As a material inducement to City to enter into this Agreement, CGA additionally represents and warrants as follows:

17.2.1 Power and Authority. That it is a partnership duly organized, validly existing and in good standing under the laws of the State of Washington; that it is duly qualified to do business and is in good standing in the State of Washington; that it has all necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by CGA of CGA's obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which CGA is a party or by which CGA is bound.

17.2.2 Authorization: Valid Obligation. That all actions required to be taken by or on behalf of CGA to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of CGA enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

17.2.3 Executing Parties. That the persons executing this Agreement on behalf of CGA have full power and authority to bind CGA to the terms hereof.

17.2.4 Validity of CGA's Execution Upon CTV's Beneficial Interest in the D&O Agreement and Related Deed of Trust. That CGA appropriately executed upon its existing monetary judgment in compliance with all legal requirements as against CTV's rights, obligations and interest in the D&O Agreement and related Deed of Trust and that CGA now lawfully holds all right, title and interest of CTV in the D&O Agreement and related Deed of Trust following the Benton County Sheriff's levy against and sale of the same to CGA pursuant to the terms of that certain Bill of Sale issued by the Benton County Sheriff to CGA and dated September 17, 2004, in Benton County Superior Court Case Number 99-2-00895-0 and Docket Number 04-1103.

17.3 Indemnifications. Each party shall indemnify and hold the other party harmless from any claims, damages or losses resulting from the inaccuracy of any representation or warranty set forth above. In satisfaction of any indemnification obligation in regard to any future claim by CTV, CGA at closing shall assign one-half of its remaining judgment (i.e., approximately \$1,000,000 remaining of which one-half assigned will be approximately \$500,000) against CTV under Case and Judgment number 99-2-00895-0.

18. BROKERS. Each party represents to the other party that they have not secured the services of any real estate broker or agent in regard to this Agreement and that neither party has engaged in any activity which could form the basis for a claim for any real estate commission, brokerage fee, finder's fee or other similar charge in connection with this Agreement.

19. NO THIRD PARTY BENEFICIARIES. This Agreement is not intended and shall not be deemed or construed to convey any rights, powers or privileges on any person, firm, partnership, corporation, or other entity not a signing party hereto, except as may be expressly provided herein to the contrary.

20. COUNTERPARTS. This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts together shall constitute one and the same Agreement.

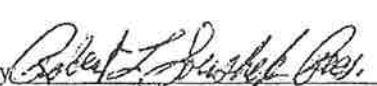
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY OF RICHLAND, WASHINGTON COLUMBIA GOLF ASSOCIATES

By its Managing Partner,
RICHLAND GOLF ASSOCIATES,
a Washington General Partnership

By: 

JOHN C. DARRINGTON

By: 

ROBERT L. SOUSHEK, Manager

FINAL AGREEMENT - 11

11

SEA 1617776v1 25682-7

4.22.05

Deleted: 4.21.05

City Manager

APPROVED AS TO FORM:

By: Thomas O. Lampson
THOMAS O. LAMPSON
City Attorney

ATTESTED BY:

By: Cynthia D. Johnson
CYNTHIA D. JOHNSON
Assistant City Manager

Exhibits:

Exhibit A - Legal Description of Golf Course Real Estate

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I CERTIFY that I know or have satisfactory evidence that JOHN DARRINGTON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument, and acknowledged it as the CITY MANAGER, of the City of Richland, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED this 3 day of May, 2005.



Jackie L. Carpenter
NOTARY PUBLIC, State of Washington
residing at: Marshall
My Commission expires: 2-11-08

FINAL AGREEMENT - 12

12

SEA 1617776v1 25682-7
4.22.05

Deleted: 4.21.05

STATE OF WASHINGTON)
K. J. P.) ss.
COUNTY OF BENTON)

I CERTIFY that I know or have satisfactory evidence that ROBERT L. SOUSHEK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument, and acknowledged it as the CITY MANAGER, of the City of Richland, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED this 22nd day of ^{April}~~February~~, 2005.

NOTARY PUBLIC
MAGGIE V. SAENZ
STATE OF WASHINGTON
My Commission Expires April 3, 2006

NOTARY PUBLIC, State of Washington
residing at: Black Diamond
My Commission expires: 4/3/06

Attachment 7

Wetlands Area - Crosswater Loop

Steve Lorence <stevelorence@hotmail.com>

Tue 4/2/2019 9:27 PM

To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Cc: Brian Blair <foz1011@hotmail.com>; Carol Libby <cdcollins@charter.net>; gailwintczak@yahoo.com <gailwintczak@yahoo.com>; John and Andrea DeMyer <ajanji@aol.com>; Justin Swanson <justinrswanson@gmail.com>; Michele Stewart <michele@casastewart.com>; Rick Stewart <rick@casastewart.com>; O'Neill, Shane <soneill@CI.RICHLAND.WA.US>; Steve Gillespie <steve.gillespie@foster.com>; hunter_2006@msn.com <hunter_2006@msn.com>; Janelle Lorence <snackag@hotmail.com>; Jerry and Louise Peters <jlpet40@msn.com>; Larry Libby <lilibby@charter.net>

 1 attachments (1 MB)

<https://www.google.com/maps/@46.3212287,-119.pdf>;

Mike:

Sorry to bug you again. I know that the new Horn Rapids Golf course owner, Brad Rew has not filed any rezoning plans, but I wanted to provide you with some information regarding the property he plans on rezoning. I know you may have met with one of our neighbors, Carol Libby regarding this rezoning and she has provided you with some valuable information as to the impacts that may occur with his rezoning request.

I have attached a google satellite map that shows the location of the wetlands pond that is located behind our homes. The pond has been there for about 30 years and is home to many different wild life. We have the following types of animals and birds that frequent the the pond year round:

- Great Blue Herons
- White Egrets
- Many types of ducks, mallards
- Owls
- Hawk
- Merganser ducks
- Yellow headed blackbirds
- Frogs
- Muskrats
- Badgers
- Quayle
- Robins
- Morning doves
- Geese

Brad Rew had a meeting with some of us last week and informed us that one option he is considering is to fill in the pond and build townhomes on top of that property. He believes that he can do this now without any rezoning request to the city. We have a hard time accepting this from Brad and believe that he may have issues with doing this because it is a wetlands area. We would expect that the City of Richland would want to be sure that he is not violating any wetlands areas.

I just wanted to pass this along to you for your information and consideration.

Also, I know you will be contacting us if you get any rezoning requests from Brad, but is it possible to provide us with any timeline? I know he will be requesting to amend the City's Comprehensive Plan, but I heard that he may have missed the March 31st deadline to do that for 2019. Can you confirm that?

He also informed us that he is planning on requesting a rezoning of the PUD, but we understand that this may not be possible due to the designation by the city that the PUD is actually golf course property. Can you confirm that? I know I sent you the Commercial Licensing Agreement and the Final Agreement that may show that the PUD zoning is not accurate and the property in question is designated as golf course property.

If you would like, I can come to your office to discuss in person. If you prefer that, please call my cell at 851-3761.

Thanks for your attention to this Mike and I look forward to hearing from you.

Steve Lorence
2858 Crosswater Loop

↓

An aerial photograph showing a residential development with winding roads, houses, and a golf course. The Google logo is visible in the lower center.

Total distance: 184.12 ft (56.12 m)

Attachment 8

Horn Rapids Golf Course/Crosswater Loop Neighbors Issue

Steve Lorence <stev lorence@hotmail.com>

Sun 4/14/2019 8:03 AM

To: creents@ci.richland.wa.us <creents@ci.richland.wa.us>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>

Cc: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; bharty@ci.richland.wa.us <bharty@ci.richland.wa.us>; Fulton, Toni <tfulton@ci.richland.wa.us>

Good Morning Cindy and Heather:

My name is Steve Lorence. I am the Chair of the City of Richland's Personnel Committee. I have served on the committee since 2017 and am proud of the support that I am able to give the city in this position. I have been involved with your Human Resources Department in improving the efficiency of your Police and Fire Departments hiring process. Most recently, I worked with you Heather on the termination appeal by your former employee Ivar Husa.

I am contacting the both of you to ask for help on an issue that the homeowners on Crosswater Loop in the Horn Rapids development are having. I have been asked by my neighbors to take the lead on this issue and represent them. We have hired an attorney from Foster Pepper to help us in this issue, but we are trying our best to resolve this without having a big legal fight.

The issue is that the new owner of the Horn Rapids Golf course, Brad Rew, is wanting to build townhouses on a portion of the golf course that is currently restricted to golf course operations only. We all purchased our golf course facing properties as homes with golf course views. Stew Stone, the developer of the Horn Rapids master plan has met with us and informed us that he developed our lots as golf course facing property and sold them to our builders as such. The county taxes us on our property at a higher rate because of this. Our lots at the time were selling for \$20,000 - \$25,000 more than non-golf course facing lots according to Stew Stone. The builders that purchased the lots from Stew Stone sold the new homes to us as golf course facing property. We have an HOA for Horn Rapids and in the current CC&R's we have additional restrictions on what we can do with our properties because the HOA considers our homes as golf course facing properties.

The property in question is a small parcel of the golf course that is zoned PUD. However, in 2005, Stew Stone worked with the previous golf course owner to change the boundaries of that parcel so Stew could develop our lots. Apparently, there was not enough property to build homes on the Crosswater area and Stew needed some additional land to make this work. At that time, according to Stew Stone, a deed restriction was put in place for this parcel and that the intent was that this parcel would never be developed and have homes placed on it.

I met with Mike Stevens, your Planning Department Director this past Friday to learn more about this and to see where the City is currently at with this issue. I do want to let you know that Mike was a complete professional and was very informative and helpful. I really appreciated him taking the time to educate me on this process.

Mike confirmed what Stew Stone has been telling us about the parcel being only available for golf course operations. He also said that Brad Rew has requested that the deed restrictions be lifted so he can pursue rezoning the parcel from PUD to R2 so he can build his town homes. Mike told us that he will be meeting with the both of you soon to determine how the City wants to proceed with the request to lift the deed restrictions. Mike said that the City Manager can make the decision on her own to lift the deed restrictions, or she can ask the full City Council to make that decision.

Mike and I discussed the status of a large pond that is on the parcel. I told Mike that we had contacted the WA Department of Fish and Wildlife and talked with their local official, Mike Ridder. The homeowners enjoy the pond and all the birds and wildlife that use the pond. Mr. Ridder told us that his department considers this a wetland and that development of the property is restricted. The pond has been there since the early 1990's. Mike Stevens indicated that he disagrees with Mike Ridder on the wetlands status due to it being man-made. Mike Ridder has told us that this does not matter, and they would consider it a wetland anyway. Mike Stevens told me that it may take the EPA to decide on this.

I told Mike Stevens that the homeowners want to see Brad Rew successful, but not at the expense of our property values and views. We all purchased our homes with the understanding that the golf course property behind us would remain golf course operations only. Mike asked me if we would be amenable to a compromise. I told him that I am sure we would. Mike then had a wonderful suggestion in my mind. His suggestion is to split the parcel just above the current waterfall and pond area and leave the deed restriction for golf course operations only in place on this part of the parcel. Then the part of the parcel just above that would have the deed restriction lifted and would allow Brad Rew to request the rezoning from PUD to R2. This would allow Brad to build a large number of town homes in that area, but the homeowners would maintain our golf course views and the pond would not be impacted and allowed to continue for the benefit of the wildlife and our enjoyment. Mike also suggested that Brad Rew be allowed to build hotel rooms on the top of his new clubhouse that he is proposing. Apparently Brad Rew at one time discussed have hotel rooms as part of his changes.

I have a meeting this coming Friday with the homeowners on Crosswater Loop to fill them in on my meeting with Mike Stevens and present the compromise that Mike has proposed. I believe they will agree with this. In the meantime, I ask that you put off any decision on lifting the deed restrictions until I get the agreement of my neighbors. I would be available to meet with the both of you to discuss in more detail.

Thank you for taking the time to listen to me on this issue. If you want to contact me, please call my cell at 851-3761 or email me back at: stevelorence@hotmail.com.

Sincerely,

Steve Lorence
2858 Crosswater Loop
851-3761

Attachment 9

Re: Any Update?

Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Fri 4/19/2019 8:29 AM

To: Steve Lorence <stev lorence@hotmail.com>

Yes, I talked to him about it and he indicated that he would need to get with his architect and engineer to see how many homes that would be lost, if any.

Mike Stevens
Planning Manager

On Apr 19, 2019, at 8:17 AM, Steve Lorence
<stev lorence@hotmail.com<mailto:stev lorence@hotmail.com>> wrote:

Thanks Mike. We have not heard from Brad. I will let you know if we do discuss a compromise with him. I still like your idea about splitting the PUD and lifting the deed restriction on part of it so he can build and not lifting it on the part around the pond. Hopefully Brad will see this is a good deal for him. Did you happen to share your idea with him and if so, what was his reaction?

Have a great weekend Mike.

Steve

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US<mailto:mstevens@CI.RICHLAND.WA.US>>
Sent: Friday, April 19, 2019 8:14 AM
To: Steve Lorence
Subject: Re: Any Update?

That was not discussed. I think it will depend on the negotiations.

Mike Stevens
Planning Manager

On Apr 19, 2019, at 8:07 AM, Steve Lorence
<stev lorence@hotmail.com<mailto:stev lorence@hotmail.com><mailto:stev lorence@hotmail.com>>
wrote:

Thanks Mike. I appreciate the update. Just wondering if the decision on who will make the decision on the deed restriction has been discussed yet? Should I contact the City Manager?

Steve

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US<mailto:mstevens@CI.RICHLAND.WA.US>
<mailto:mstevens@CI.RICHLAND.WA.US>>
Sent: Friday, April 19, 2019 8:03 AM
To: Steve Lorence

Subject: RE: Any Update?

Hi Steve:

We met with council the other night and briefed them on the situation. While they could not provide any formal direction, it was pretty clear from their comments that they expect Brad to work with all of you to come up with a compromise. Brad was also in attendance and in speaking with him after, he indicated that would be the direction he will go. I would expect to hear from him in the near future regarding some negotiation and compromise. I "think" that he was first going to work with his architect/designer to try and create a few options to present, but I could be wrong.

Thanks,

Mike Stevens, Planning Manager

City of Richland Development Services Dept.

505 Swift Blvd. MS#35

Richland, WA 99352

(509)942-7596

[https://nam04.safelinks.protection.outlook.com/?](https://nam04.safelinks.protection.outlook.com/?url=www.ci.richland.wa.us%2F&data=02%7C01%7C%7C554eb2abb621456bd37b08d6c4dbc103%7C84df9e7fe9f640afb435aaaaaaaaaaaa%7C1%7C0%7C636912845440900447&sdata=E4Ucfsu%2FDu%2F4uNyHlsyMNbvz2744tOXdKUyQ4akmA6s%3D&reserved=0)

<url=www.ci.richland.wa.us%2F&data=02%7C01%7C%7C554eb2abb621456bd37b08d6c4dbc103%7C84df9e7fe9f640afb435aaaaaaaaaaaa%7C1%7C0%7C636912845440900447&sdata=E4Ucfsu%2FDu%2F4uNyHlsyMNbvz2744tOXdKUyQ4akmA6s%3D&reserved=0>

This e-mail and your response are considered a public record and will be subject to disclosure under Washington's Public Records Act.

-----Original Message-----

From: Steve Lorence [<mailto:stevelorence@hotmail.com>]

Sent: Thursday, April 18, 2019 6:22 PM

To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US<<mailto:mstevens@CI.RICHLAND.WA.US>>

<<mailto:mstevens@CI.RICHLAND.WA.US>>>

Subject: Any Update?

Hi Mike:

TheCrosswater Loop neighbors are meeting tomorrow and I would like to share any updates on the deed restrictions issue and potential for a compromise if you have any information. How did the briefing with the City Council go on Tuesday evening? Has the city manager and city attorney decided what course of action they will take?

Thanks for any information I can share.

Steve Lorence

2858 Crosswater Loop

Attachment 10

Horn Rapids Golf Course/Crosswater Loop Compromise

Steve Lorence <stevelorence@hotmail.com>

Mon 4/22/2019 9:13 PM

To: creents@ci.richland.wa.us <creents@ci.richland.wa.us>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Cc: bharty@ci.richland.wa.us <bharty@ci.richland.wa.us>; Fulton, Toni <tfulton@ci.richland.wa.us>; Follett, Lynne <lfollett@CI.RICHLAND.WA.US>

To: Cindy Reents, Heather Kintzley and Mike Stevens:

We know that the City Council was provided an update last Tuesday with regards to the issue with the Horn Rapids golf course development of town homes. As a representative of the homeowners, I want to provide you an update as to what the Crosswater Loop homeowners are proposing as a compromise. In my meeting with Mike Stevens a couple of weeks ago, I mentioned that we would be meeting to discuss the compromise suggested by Mr. Stevens and would let all of you know what the homeowners would like to see happen.

On Friday, April 19, 2019, the following homeowners met to discuss a potential compromise with Brad Rew, new owner of the Horn Rapids Golf Course, with regards to his proposal to build town homes on the current PUD designated property now under a deed restriction allowing only golf course operations on the property:

- Larry and Carol Libby, 2840 Crosswater Loop
- Jerry Peters, 2846 Crosswater Loop
- Gail Wintczak, 2852 Crosswater Loop
- Steve and Janal Lorence, 2858 Crosswater Loop
- Jeffrey and Sandy Hunter, 2864 Crosswater Loop
- Michele Stewart, 2870 Crosswater Loop
- Anne Swanson, 2876 Crosswater Loop
- John and Andrea DeMyer, 2900 Crosswater Loop

All of the homeowners in attendance expressed the desire to see the golf course upgraded and revitalized, acknowledging that golfers, non-golfers and the City of Richland alike will benefit from the improvements. However, because of the impact the new town home development will have on our properties and views, we would like to propose the following:

- Recommend to the City of Richland that they pursue the compromise suggested by Mike Stevens, Planning Director. This suggestion had the PUD split by drawing a line across the PUD just NW of the waterfall feature. The property below that line would continue to have the deed restriction in place and no town homes would be built. The property above the line would have the deed restriction lifted and allow the golf course owner to pursue rezoning the PUD to R2, so he can build the town homes.
- The portion of the PUD that will continue to have the deed restriction in place would also have a permanent view covenant over the property, stating that it will remain undeveloped. This should ensure that this doesn't happen again in the future.
- We propose that the golf course owner repair the waterfall as currently required by the Commercial Licensing Agreement and the Final Agreement. Some of the homeowners above

would be willing to assist with the cost of repairs, and would also be agreeable to paying for the electricity to run the waterfall pump.

- We propose that the golf course owner leave the existing pond and have his landscaping crew maintain the landscape around the pond. The homeowners would be willing to assist in maintaining the landscaping also. We know Mike Stevens does not agree with the WA Fish and Wildlife Division that the pond is considered a wetland. We are represented by the law firm of Foster Pepper and our attorney has provided us with information that the impacts to the pond and associated habitat must be examined, and possibly protected, under SEPA. Our attorney advises that the SEPA review examines both the natural and built environments, and the pond is now part of the background conditions that must be studied prior to new development. If the new golf course owner agrees with leaving the pond intact as required by the Commercial Licensing Agreement and the Final Agreement, then we may not need SEPA to be involved and he can begin his development sooner.
- Since the golf course owner has indicated he will be removing the metal building currently used for private golf carts, we propose a green space, improving the appearance of that location. The homeowners believe this will be a benefit to the residents of the new development as well, making it more attractive for all.

Mr. Rew met with Larry and Carol Libby tonight to review the above compromise. According to the discussion they had tonight, Mr. Rew told the Libby's that he was encouraged by this compromise and generally agrees. He told them he would like to keep the pond and possibly extend the stream feeding the pond to another pond that he plans to build on the property. The compromise would also allow him to begin construction on his town homes sooner rather than later which assists him in his plans to improve the golf course.

All of us believe that the compromise above is reasonable and will provide Mr. Rew and the Crosswater Loop homeowners with a wonderful solution. As stated above, we want the golf course to succeed and that benefits the homeowners, the golf course and the City of Richland.

Thanks for taking the time to review this compromise solution and I am available to meet any time and discuss in more detail. My cell phone is 851-3761.

Steve Lorence

Attachment 11

Crosswater Loop/Brad Rew Compromise Update

Steve Lorence <stevelorence@hotmail.com>

Wed 5/8/2019 7:17 AM

To: creents@ci.richland.wa.us <creents@ci.richland.wa.us>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

To: Cindy Reents, Mike Stevens and Heather Kintzley:

Good morning. Here is an update after our meeting with Brad and Thera Rew on Monday.

The Crosswater Loop neighbors met with Brad and his wife, Thera, and discussed the compromise I had forwarded to you. I had sent this to Brad in advance so he had time to review. Thera told us that she had met with Mike Stevens and discussed the compromise. Brad and Thera told us that they did not believe the compromise would work for them since it took up too much of the property. We suggested that we go and look at the property and after they saw what our concerns were, they said they might be able to work with this. They agreed to keep the pond and move the waterfall more to the corner where the current golf cart barn is. We told them that would be fine and allow for the pond to continue as is. They understand our concern for a large buffer between us and the new town homes so our current golf course views remain.

There was some discussion about the entrance road to the townhouses. Where they want to put the entrance seems to us neighbors as a safety issue. We suggested to them that they move the entrance further down towards the exiting parking lot where there is already an entrance off of River Valley Drive. Where they want to put the entrance would create potential traffic accidents in our opinion. Thera indicated that she had a discussion with Mike Stevens and he suggested she move the entrance more towards the parking lot area. She said she discussed this also with the traffic department and they felt her plan was fine. If the entrance is not changed in her plan, this may be an issue for us. We see it as a public safety issue and would like the city traffic department to reconsider.

Brad agreed that if we do carve out part of the existing PUD and not lift the deed restriction on that part, he would agree to put in the permanent view covenant over the property, stating that it will remain undeveloped as we asked below. He saw no issue with that.

We agreed that the next step was for the Rew's to work with their design team and come up with a design incorporating our compromise on the PUD below. As soon as this design is done, Brad said he will forward to us so we can review and provide him with input.

I am assuming that the City will do nothing with the lifting of the deed restriction until the Crosswater neighbors and the Rews can come to an agreement. Is that correct? We would like to get some assurances from the city on this. Once we get everything agreed to in writing, then you can follow your process. OK?

Also, the Horn Rapids Home Owners Association's Board of Directors met last night. They wanted an update on this issue and I provided them with the compromise and the results of the meeting with the Rews. They indicated that they will be passing a resolution soon and forwarding it to the City of Richland that gives their support for the compromise. Stew Stone is working on the resolution and you should see it soon. They agreed that the Crosswater property was developed and sold as golf course view property and that is why the deed restriction was put in place. Stew Stone stated that he was personally involved with this at the time. He was the developer who developed the Crosswater lots and

sold them to the builders as golf course facing property. The builders sold the homes to us as golf course facing property and we are taxed at a higher rate due to this.

As soon as we get the new design plans and review them, I will let you know if we can come to a compromise with the Rew's. I sure hope so. We want them to be successful with the golf course operations, but not at the expense of us.

Cindy, since you had previously updated the City Council members on this issue, would you please provide them with this update? We don't want to bother them with a lot of emails.

Thanks and call me at 851-3761 if you have any questions or need clarification.

Steve Lorence
2858 Crosswater Loop

From: Steve Lorence <stevelorence@hotmail.com>
Sent: Wednesday, April 24, 2019 9:53 PM
To: creents@ci.richland.wa.us; Kintzley, Heather; Stevens, Mike
Subject: Fw: Suggested Compromise

To: Cindy Reents, Mike Stevens and Heather Kintzley:

Just to keep you in the loop, I contacted Brad Rew again today and provided him with the email below for a compromise. We are meeting with him on Monday, May 6th to discuss the items below. Hopefully we can work this out.

I will let you know what comes of the meeting. If you have any questions, please call me at 851-3761.

Steve Lorence
2858 Crosswater Loop

From: Steve Lorence <stevelorence@hotmail.com>
Sent: Wednesday, April 24, 2019 9:35 PM
To: Brad Rew
Subject: Suggested Compromise

Brad:

As I mentioned in my text message to you earlier today, here is the information that the homeowners on Crosswater Loop wanted to share with you prior to our meeting on May 6th.

The impacted homeowners on Crosswater Loop met the other day to discuss a potential compromise with you in with regards to your proposal to build town homes on the current PUD designated property now under a deed restriction allowing only golf course operations on the property.

All of the homeowners in attendance expressed the desire to see the golf course upgraded and revitalized, acknowledging that golfers, non-golfers and the City of Richland alike will benefit from the

improvements. However, because of the impact the new town home development will have on our properties and views, we would like to propose the following:

- Recommend to the City of Richland that they pursue the compromise suggested by Mike Stevens, Planning Director. This suggestion had the PUD split by drawing a line across the PUD just NW of the waterfall feature. The property below that line would continue to have the deed restriction in place and no town homes would be built. The property above the line would have the deed restriction lifted and allow you to pursue rezoning the PUD to R2, so you can build the town homes.
- The portion of the PUD that will continue to have the deed restriction in place would also have a permanent view covenant over the property, stating that it will remain undeveloped. This should ensure that this doesn't happen again in the future.
- We would also like you to repair the waterfall as currently required by the Commercial Licensing Agreement and the Final Agreement. Some of us homeowners would be willing to assist with the cost of repairs, and would also be agreeable to paying for the electricity to run the waterfall pump.
- We propose that you leave the existing pond and have your landscaping crew maintain the landscape around the pond. Many of the homeowners would be willing to assist in maintaining the landscaping also. We believe that the impacts to the pond and associated habitat must be examined, and possibly protected, under SEPA. We understand that the SEPA review examines both the natural and built environments, and the pond is now part of the background conditions that must be studied prior to new development. If you agree with leaving the pond intact as required by the Commercial Licensing Agreement and the Final Agreement, then we may not need SEPA to be involved and you can begin your development sooner. As you can see, the pond is a big deal for us homeowners. This is why many of us purchased our homes. The wildlife that the pond supports is very important to us.
- Since you have indicated you will be removing the metal building currently used for private golf carts in the future, we propose, when that happens, that a green space be created in the area that will improve the appearance of that location. The homeowners believe this will be a benefit to the residents of your new development as well, making it more attractive for all.
- The homeowners will support your amendments to the City of Richland's Comprehensive Plan to convert the current golf course parking lot and RV parking lot to R2 so you can build townhomes in this parcel.

We look forward to meeting with you and your wife to discuss the above and we are hopeful we can work this out. Thanks for considering our perspective on this issue.

Steve Lorence

Attachment 12

Re: Any Updates?

Steve Lorence <stevelorence@hotmail.com>

Fri 7/19/2019 3:49 PM

To: Brad Rew <brad@galerew.com>

Hi again Brad. I am checking in to see if you have anything to share with us.

Thanks.

Steve

> On Jul 10, 2019, at 4:18 PM, Steve Lorence <stevelorence@hotmail.com> wrote:

>

> Good afternoon Brad:

>

> It's been 2 months since you and Thera met with the Crosswater Loop neighbors on the proposed compromise that Mike Stevens had suggested. You and Thera promised to work with your team and send us a potential redesign. We are all wondering how this is going and if you have a potential date that we can expect to see the proposal.

>

> Please let me know and I will share the information with the neighbors.

>

> Thanks.

>

> Steve Lorence

> 851-3761

Attachment 13

Fw: PUD Updates

Steve Lorence <stevelorence@hotmail.com>

Sat 8/24/2019 8:49 AM

To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Cc: Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>; Reents, Cindy <creents@ci.richland.wa.us>

 1 attachments (918 KB)

Schematic Site Plan (2019-07-08).pdf;

Mike:

I finally received my records request information from the City of Richland yesterday with the email from Thera Rew to you with their plans for the townhomes. I do want to let you know that the plans do not represent what the Crosswater neighbors discussed with Brad and Thera when we met with them in May. We asked that they move the road entrance and not impact the existing pond. We also asked that they consider your proposal to divide the property into two parcels and leave the deed restriction in place on the parcel behind our homes. I don't see that their plans incorporate what we discussed with them.

I saw in one of the requested emails that Thera has asked Craig Walker of Walker Heye Meehan & Eisinger, PLLC - Attorneys to work on the deed restriction. Can you give me an update on where that request to lift the deed restriction currently is? As you know, the Crosswater neighbors are in support of your compromise and want to ensure that the deed restriction is not lifted without our input.

Thanks Mike.

Steve Lorence
2858 Crosswater Loop

From: thera@galerew.com <thera@galerew.com>

Sent: Monday, July 22, 2019 3:15 PM

To: Mike Stevens <mstevens@CI.RICHLAND.WA.US>

Subject: PUD Updates

Mike,

Sorry for the lack of clarification on the last email. I know we have sat down and talked about the PUD layout in the past. But I wanted to make sure you understood that this one includes the changes we had previously discussed. This is not the original plan I brought you a few months ago.

These changes include the requests of crosswater residents. Please let me know if you have any additional thoughts.

Thanks
Thera Rew

Hi Mike,

Just curious when the Council is voting on the comprehensive plan changes? Do you know when the vote will be or if it was already voted on?

Also, I have attached our layout of the PUD we are requesting. Please let me know if you see any red flags that I need to address, or if it looks good.

Thanks for you help getting to this point. If there is any other information I need to know please pass along.

Thera Rew

Gale Rew Construction

1616 Terminal Dr.

office: 509-943-5171

cell: 509-528-6092

fax: 509-943-5172

Attachment 14

Fw: [FWD: Message from KMBT_363]

Steve Lorence <stevelorence@hotmail.com>

Thu 9/5/2019 7:47 PM

To: Brad Rew <brad@galerew.com>

Bcc: anne swanson <annieswany@gmail.com>; Carol Libby <cdcollins@charter.net>; gailwintczak@yahoo.com <gailwintczak@yahoo.com>; John and Andrea DeMyer <ajanjj@aol.com>; Justin Swanson <justinrswanson@gmail.com>; Michele Stewart <michele@casastewart.com>; Rick Stewart <rick@casastewart.com>; hunter_2006@msn.com <hunter_2006@msn.com>; Janelle Lorence <snackag@hotmail.com>; Jerry and Louise Peters <jlp40@msn.com>; Larry Libby <lilbby@charter.net>; Reents, Cindy <creents@ci.richland.wa.us>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>; Steve Gillespie <steve.gillespie@foster.com>

 1 attachments (630 KB)

SKMBT_36319090511220.pdf;

Thanks Brad. I can tell you now that this design will be unacceptable to the Crosswater Loop neighbors. It does not take into consideration anything that we talked to you and your wife about when we met with you two back in May. The compromise that Mike Stevens recommended is not included. The entrance road right behind our homes and the elimination of the exiting pond is something we told you is not acceptable. You and Thera told us that you would not have these in the design.

The Crosswater Loop neighbors will be meeting to discuss this and will be in contact with you to discuss changes that will be acceptable to us.

Steve Lorence

From: brad@galerew.com <brad@galerew.com>**Sent:** Thursday, September 5, 2019 11:27 AM**To:** stevelorence@hotmail.com <stevelorence@hotmail.com>**Subject:** [FWD: Message from KMBT_363]

Hey Steve,

Here is our first draft layout. We will not be doing any editing until we know if City Council approves us to take the next steps.

Thanks,

Bradley H. Rew Sr.

President / Owner

Gale Rew Construction, Inc.

Office (509) 943-5171

Fax (509) 943-5172

Cell (509) 528-4699

<http://issuu.com/tri-citybuildersshowcase/docs/showcase-issue6-web/1>

----- Original Message -----

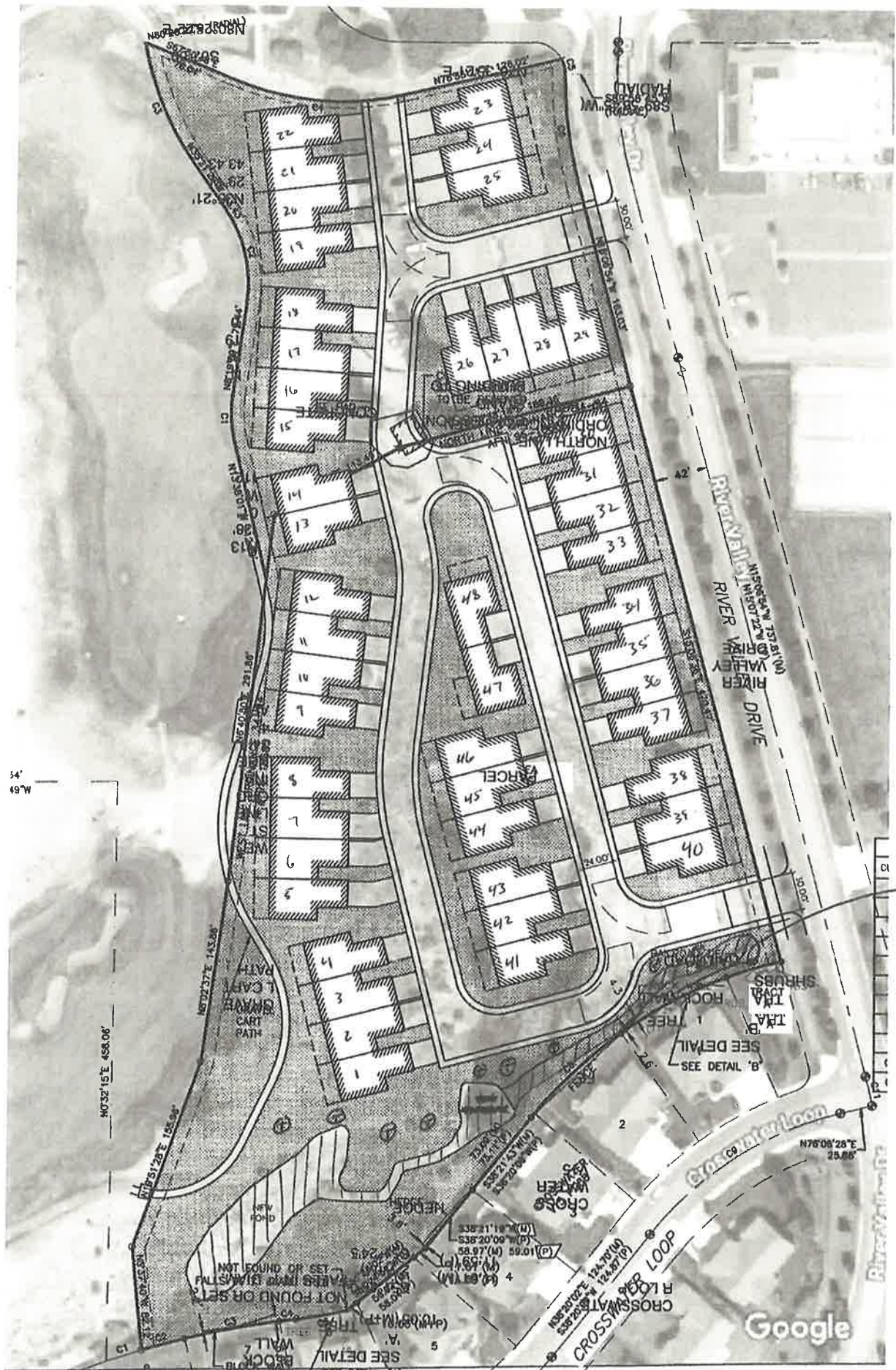
Subject: Message from KMBT_363

From: bizhubgalerev@gmail.com

Date: Thu, September 05, 2019 11:22 am

To: brad@galerev.com





New
water fall
to stream
And.

Attachment 15

Crosswater Loop Neighbors/Horn Rapids Golf Course Compromise

Steve Lorence <stevelorence@hotmail.com>

Sun 9/8/2019 1:51 PM

To: Brad Rew <brad@galerew.com>; thera@galerew.com <thera@galerew.com>; Brad Rew <brad@hornrapidsgolfcourse.com>

Cc: Reents, Cindy <creents@ci.richland.wa.us>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>; BThompson@CI.RICHLAND.WA.US <BThompson@CI.RICHLAND.WA.US>; tchristensen@CI.RICHLAND.WA.US <tchristensen@CI.RICHLAND.WA.US>; banderson@CI.RICHLAND.WA.US <banderson@CI.RICHLAND.WA.US>; rlukson@ci.richland.wa.us <rlukson@ci.richland.wa.us>; plemley@ci.richland.wa.us <plemley@ci.richland.wa.us>; skent@CI.RICHLAND.WA.US <skent@CI.RICHLAND.WA.US>; malvarez@CI.RICHLAND.WA.US <malvarez@CI.RICHLAND.WA.US>; planningcommission@ci.richland.wa.us <planningcommission@ci.richland.wa.us>

 1 attachments (894 KB)

Proposed Changes to HRGC Townhome Design Proposal 9-8-19.pdf;

Good Afternoon Brad and Thera:

Thank you for providing your design for the property adjacent to the Crosswater Loop neighbors. We know that you said this is preliminary based on the decisions that the City of Richland will be making in the future regarding the Horn Rapids golf course. However, the Crosswater Loop neighbors are concerned that you have not listened to our concerns since this preliminary design does not reflect the issues that we discussed at our May 6th meeting.

At our May 6th meeting, we told you that we are aligned with your vision to have a successful Horn Rapids golf course. We want you two to be successful but not at the expense of us and our property values. We all bought our properties as golf course view property. We paid a premium to have our views. Stu Stone developed our lots as golf course facing property and the builders sold the homes as golf course facing homes.

The design that you provided does not reflect the compromise that Mr. Mike Stevens, City of Richland's Planning Manager has proposed to all of us. When we talked on May 6th, we discussed the following:

- We did not want an entrance road right behind our property and you both agreed that the design would not contain this.
- We told you that we want the existing pond left in place.
- We told you that the existing large cottonwood tree be left in place.
- We showed you where the compromise that Mike Stevens recommended would allow townhomes to be built but would maintain an acceptable buffer.

The design you provided does not include the above.

The Crosswater Loop neighbors have reviewed your design and we have the following changes that we would like to see:

- Remove the entrance road that is behind our properties. Our research indicates that a second entrance is not needed, and one entrance is allowable.
- Leave the existing pond in place. We do want you to abide by the Commercial Licensing Agreement for the golf course where it is a requirement that you maintain the pond. We appreciate that you plan on putting in a new waterfall that can be used to feed the pond.

This should solve the broken waterline issue that has plagued the pond for the last couple of years.

- Leave the existing large cottonwood tree.
- Remove from your plans townhomes # 1, 2, 3, 4, 41 & 42. These homes are below the compromise line that Mike Stevens has proposed and are too close to our homes. This leaves you with 42 of your original 48 townhomes. We also believe that you might be able to capture a few of these by redesigning the other lots. For example, you might be able to fit a townhome between 43 & 44.
- The new pond you are proposing is not needed if you leave the existing pond in place. This should reduce your development costs.

We do appreciate you placing a line of trees between our properties and the townhomes. We would like to see these as some type of evergreen tree that will provide a visual barrier year-round.

Also, we do not want to lose track of our discussion of having the City of Richland place a permanent deed restriction on the property that would prevent any future development on the property that does not contain the townhomes. As we discussed, by having this permanent deed restriction in place, that will prevent us having to deal with this issue in the future. You told us that you would be supportive of this permanent deed restriction at our May 6th meeting. We informed Mike Stevens of this and he assured the Crosswater Loop neighbors that this was possible.

We have attached a marked-up copy of your preliminary design with the above changes for your consideration.

We look forward to continuing to work with you on a compromise that will make the golf course successful while keeping our views and property values in place.

Steve Lorence
2858 Crosswater Loop



LEAVE EXISTING
POND
&
LARGE
COTTONWOOD
TREE

ELIMINATE
THIS
ENTRANCE

New
water fall
& stream
Pool

OK WITH
NEW WATER
FALL GOIN
TO EXIST
POND

Attachment 16

RE: FYI

Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Fri 9/13/2019 3:19 PM

To: Steve Lorence <stev lorence@hotmail.com>

Yes, that is correct. The deed restriction does not prohibit the land use designation from being changed (from DOS to MDR), but would prohibit actual development.

Thank you,



Mike Stevens, Planning Manager
 City of Richland Development Services Dept.
 625 Swift Blvd. MS#35
 Richland, WA 99352
 (509)942-7596
www.ci.richland.wa.us/

****This e-mail and your response are considered a public record and will be subject to disclosure under Washington's Public Records Act.****

From: Steve Lorence [mailto:stev lorence@hotmail.com]

Sent: Friday, September 13, 2019 3:14 PM

To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Subject: Fwd: FYI

Mike:

One of the neighbors found this. I am assuming that your previous stand that the deed restriction does not allow the Rews to develop the property behind our homes is still the city's position. Is that correct?

Thanks.

Steve Lorence

Begin forwarded message:

From: Carol Libby <cdcollins@charter.net>

Date: September 13, 2019 at 2:56:50 PM PDT

To: "stev lorence@hotmail.com" <stev lorence@hotmail.com>

Subject: FYI

Steve: I found that I took a picture of Brad's proposed amendment that went to the Planning Commission or maybe the City Council. If you look at the yellow arrow section.....I really think they are going to use this as a way around the Deed Restriction. I might have already sent it to you, if so just disregard. Anyway just wanted you to have this for your files.
 Carol

5:35 PM Fri Jun 21

ci.richland.wa.us

mostly single-family homes. This will allow a for people of all income and age groups to utilize Many of Horn Rapids residents work out at the townhouses will entice and give additional home workers.

- c. Another goal this amendment furthers is
 - i. "HE GOAL 2: Improve affordable hous lower-income individuals, households buyers."
- d. Living out in Horn Rapids, close to the Hanf expensive. Allowing this amendment would bri for first time homeowners to live in a much desir
- e. We acknowledge that the City has a "Decla

Covenant for Golf Course Use" (the "Declaration to breach this agreement. When reading the Declaration, "The parties to this covenant acknowledged that the Golf Course Property is zoned as developed and, if rezoned, the Golf Course Property is a legal, non-conforming use under the zoning scheme."

We believe that this language allows us to make a designation without breaching this Declaration.

- f. We want Horn Rapids golf course to be an Asset and want to develop features around it and to enhance

would hopefully attract more patrons as well as patrons to Rapids and to Richland. We believe that a designation change on approximately 2 acres of the Declaration, since this golf course infrastructure is unchanged or enhanced. (ie. The 18 holes of the golf course are unchanged, but the cart barn will be moved and a parking lot for golf patrons will be moved/enhanced)

7. No applicable

8. Do not believe necessary.

9. No applicable.

10. Attached Maps/Documents

- a. Exhibit B-land use designation
- b. Exhibit C-land use designation request
- c. Exhibit D-legal description
- d. Attached per listing below
 - i. Exhibit B- land use map
 - ii. Exhibit C-land use designation request

Sent from my iPad

FYI

Carol Libby <cdcollins@charter.net>

Fri 9/13/2019 2:57 PM

To: stevelorence@hotmail.com <stevelorence@hotmail.com>

Steve: I found that I took a picture of Brad's proposed amendment that went to the Planning Commission or maybe the City Council. If you look at the yellow arrow section.....I really think they are going to use this as a way around the Deed Restriction. I might have already sent it to you, if so just disregard. Anyway just wanted you to have this for your files.

Carol

mostly single-family homes. This will allow another housing option for people of all income and age groups to utilize in that neighborhood. Many of Horn Rapids residents work out at the Hanford Area. These townhouses will entice and give additional home options to the Hanford workers.

- c. Another goal this amendment furthers is
 - i. "HE GOAL 2: Improve affordable housing opportunities for lower-income individuals, households and first-time home buyers."
- d. Living out in Horn Rapids, close to the Hanford area can be quite expensive. Allowing this amendment would bring in affordable living for first time homeowners to live in a much desired neighborhood.
- e. We acknowledge that the City has a "Declaration of Restrictive Covenant for Golf Course Use" (the "Declaration") and have no desire to breach this agreement. When reading the Declaration it states:
"The parties to this covenant acknowledge that the Golf Course Property is zoned as developed open space land and, if rezoned, the Golf Course Property could become a legal, non-conforming use under the said new zoning scheme."
We believe that this language allows us to change the land use designation without breaching this Declaration.
- f. We want Horn Rapids golf course to be Asset of Richland and only want to develop features around it and to enhance it. This amendment

would hopefully attract more patrons as well as homeowners to Horn Rapids and to Richland. We believe that asking for land use designation change on approximately 2 acres will not breach this Declaration, since this golf course infrastructure will be either be unchanged or enhanced. (ie. The 18 holes of the golf course will be unchanged, but the cart barn will be moved and enhanced and the parking lot for golf patrons will be moved/enhanced).

- 7. No applicable
- 8. Do not believe necessary.
- 9. No applicable.
- 10. Attached Maps/Documents
 - a. Exhibit B-land use designation
 - b. Exhibit C-land use designation request
 - c. Exhibit D-legal description
 - d. Attached per listing below
 - i. Exhibit B- land use map

Attachment 17



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 625 Swift Boulevard

Tuesday, September 17, 2019

City Council Workshop - 6:45 p.m.

Mayor Thompson called the Council workshop to order at 6:45 p.m. in the Council Chambers at City Hall.

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

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Fire & Emergency Services Director Huntington, Energy Services Director Whitney and Acting Deputy City Clerk Fulton.

Agenda Item

1. Review of the Improved Emergency Response Services Agreement with Battelle Memorial Institute - Pacific Northwest Division

Chief Huntington discussed the proposed Improved Emergency Response Services Agreement with Battelle Memorial Institute – Pacific Northwest Division. Chief Huntington discussed the benefit to both parties, notably the significant benefit to the City of Richland by receiving the funding necessary to expedite construction of a new fire station in Richland's north zone. The proposed agreement allows the City to protect what the City is already required to protect within City limits, but with improved response times to the benefit of those located in north Richland. Chief Huntington answered several questions from Council related to timing, staffing and funding.

2. Ambulance Utility Rates

Chief Huntington discussed the Utility Advisory Committee's recommendation related to increased ambulance utility rates. The UAC recommended a single increase, instead of stepping rates up over time, but acknowledged that the final decision for implementation rests with Council. The benefit to step increases is to maximize the SAFER grant funding, and to avoid carrying a large fund balance. The proposed model is predicated on a step approach. The UAC recommended approval of the 2020 ambulance utility rate increase. It also supported the notion of rate equity between residential and commercial use. The proposed 2020 ambulance utility rate increase is anticipated for first reading on October 1, 2019.

3. Discuss Meeting Agenda Items

Council was invited to share concerns related to the agenda. City Manager Reents asked Council to add a presentation item to the agenda on Atomic Frontier Day 2019. Ms. Reents also discussed the TRIDEC board membership ballot. Councilmember Alvarez shared an email received from the Confederated Tribes of the Colville Reservation with an invitation to visit. The proposed date conflicts with Council's regular meeting schedule. City Manager Reents will follow-up.

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

Mayor Thompson called the Council meeting to order at 7:30 p.m. in the Council Chambers at City Hall.

Welcome and Roll Call

Mayor Thompson welcomed those in the audience and expressed appreciation for their attendance.

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

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO EXCUSE COUNCILMEMBERS ANDERSON AND KENT. THE MOTION CARRIED 5-0.

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

Pledge of Allegiance

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

Approval of Agenda

MAYOR THOMPSON ADDED A PRESENTATION ON ATOMIC FRONTIER DAY 2019 TO THE EVENING'S AGENDA. MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE THE AGENDA AS AMENDED TO ADD A PRESENTATION REGARDING ATOMIC FRONTIER DAY 2019. THE MOTION CARRIED 5-0.

Presentations

4. Proclamations of Appreciation: Richland Police Department Reserve Officers Martin Gilley and Clem Matylinski

Mayor Thompson read proclamations in honor of Richland Police Reserve Officers Clem Matylinski and Martin Gilley, and bestowed plaques to each in honor of their contribution to the City of Richland. Chief Bruce thanked Mr. Matylinski and Mr. Gilley for their service, and also briefly introduced Chris Lee and Brigit Clary, who were both recently promoted to Captain in the Richland Police Department.

5. Atomic Frontier Day 2019 (added by Council at start of meeting)

Assistant City Manager Jon Amundson initiated a PowerPoint of images from Atomic Frontier Day 2019 while City Manager Reents provided stats about the event, which was well-received in the community.

To accommodate a scheduling conflict, Mayor Thompson invited Mr. Steve Ashby, PNNL Laboratory Director, to comment in support of proposed Resolution No. 113-19, authorizing an Improved Emergency Response Services Agreement. Mr. Ashby spoke favorably about the agreement and recommended its approval before exiting Council Chambers to meet his next commitment.

Public Hearings

Acting Deputy City Clerk Fulton read the Public Hearing and Public Comments procedures.

6. Proposed Adoption of the 2018-2019 Comprehensive Plan Amendments - Ordinance No. 38-19

Community Development Services Director Kerwin Jensen introduced Planning Manager Mike Stevens to provide a staff report on the proposed 2018-2019 Comprehensive Plan amendments. Mr. Stevens described the Planning Commission's actions related to the proposed amendments, including its recommendation of approval for all proposed amendments (private party and City-initiated). Mr. Stevens also explained the path forward for potential removal of the deed restriction at some future date.

Mayor Thompson opened the public hearing at 8:00 p.m.

William C. Stahl, 2750 Stonecreek Drive, Richland WA commented on the benefit of Brad Rew's proposed development, overall, for the Horn Rapids Golf Course.

J. Delton Peters, 2846 Crosswater Loop, Richland WA wants the golf course to succeed, but does not want to be infringed on in the property where he lives. Mr. Peters supports the comprehensive plan amendment.

Tom Ricky, 2942 Crosswater Loop, Richland WA does not want the City to vacate its responsibly related to the golf course if it affects the immediately adjacent properties.

Rich Quadrel, 2450 Harris Avenue, Richland, WA shared that he is the President of Men's Club at Horn Rapids, and has been impressed with Brad Rew's commitment to the community and to Horn Rapids. Mr. Quadrel spoke in favor of the project and the proposed comprehensive plan amendment.

John Peterson, 2980 Sedona Circle, Richland, WA has lived in Horn Rapids for seven (7) years, and has observed slow decline of the condition of the golf course. Brad Rew, and the new owner, has increased the overall quality of the golf course. Mr. Peterson supports the proposed comprehensive plan amendment.

David Haller, 2894 Crosswater Loop, Richland WA asked City Council to support the proposed comprehensive plan amendment. Mr. Haller indicated that he was drawn to the area because of the park-like community, and while the amenities in Horn Rapids have been maintained, the golf course has declined. Mr. Haller supported the proposed comprehensive plan amendment as the predicate to the possible improvements Mr. Rew can implement.

Larry Felton, 2557 Tilden Court, Richland WA shared that his house looks down at the duck pond at Hole No. 10. Mr. Felton shared his fear that the developer will be able to eliminate the golf course and develop houses. Mr. Felton also shared that there is no such thing as a "golf course view" into perpetuity, and stated that Mr. Rew should be entitled to develop the property for the benefit of the golf course, the surrounding community, and the City of Richland.

Louise Peters, 2846 Crosswater Loop, Richland WA would ask that the deed restriction be made permanent forever. Ms. Peters believes in improving the golf course and construction of a better club house, but does not want a townhouse four (4) feet from her house.

Steve Lorence, 2858 Crosswater Loop, Richland WA shared that he is one of the eight (8) homeowners affected by Brad Rew's potential development. Mr. Lorence stated that he purchased a home that was promised a golf course view due to the deed restriction, and paid a premium for it. Mr. Lorence advised that he supports improving the golf course, but does not believe Mr. Rew's efforts demonstrate compromise as suggested. Mr. Lorence shared that he and the other affected homeowners want the golf course to be successful, but not at the cost to abutting residential properties.

Roger Bauer, 2978 Redrock Ridge Loop, Richland WA shared that changes occur when development occurs. Mr. Bauer expressed understanding for the properties impacted, but shared that the bigger impact is a positive benefit to the City and the immediate Horn Rapids community. Mr. Bauer encouraged City Council to approve the proposed comprehensive plan amendment.

Jeff Riddelle, 2930 Redrock Ridge Loop, Richland WA spoke in support of the proposed comprehensive plan amendment.

Tom Harper, 2598 Tilden Court, Richland WA spoke in support of the proposed comprehensive plan amendment, and stated that, in his opinion, Brad Rew has rescued the golf course.

Denise Ciarlo, 2563 Prestwick Drive, Richland WA shared that she spoke to Brad Rew at length about his vision for golf course. Ms. Ciarlo considers Mr. Rew's plan impressive and beneficial to the community. Ms. Ciarlo also spoke in favor of the proposed comprehensive plan amendment.

Gail Wintczak, 2852 Crosswater Loop, Richland WA spoke in support of Brad Rew investing in the Horn Rapids Golf Course, but does not want the deed restriction lifted. Ms. Wintczak also objects to filling of the pond adjacent to her house as proposed by Mr. Rew.

Jeff Hunter, 2864 Crosswater Loop, Richland WA shared that he is being asked to forfeit \$20,000 to \$40,000 in property value Mr. Rew's development is allowed to go forward as potentially proposed. Mr. Hunter asked the City to stay true to the original commitments it made when Horn Rapids was first developed.

Julie Cheville, 3148 Redhawk Drive, Richland WA spoke in favor of the proposed comprehensive plan amendment.

Don Bogart, 2266 Copperleaf Street, Richland WA spoke in favor of the proposed comprehensive plan amendment.

Jon Ray, 2837 Troon Court, Richland WA spoke about the decline of the Horn Rapids Golf Course, and the benefit to the community by introduction of Brad Rew's proposed project. Mr. Ray encouraged the City Council to approve the proposed comprehensive plan amendment.

George Kyriazis, 2766 Stonecreek Drive, Richland WA spoke in favor of local ownership of the golf course (Brad Rew), and encouraged the City Council to approve the proposed comprehensive plan amendment.

Mayor Thompson closed the public hearing at 8:35 p.m.

7. Proposed Amendment to RMC Title 23: Zoning Regulations and the Official Zoning Map of the City of Richland - Ordinance No. 39-19

Planning Manager Mike Stevens provided the staff report on proposed Ordinance No. 39-19. Mr. Stevens reiterated the Planning Commission actions taken related to the zoning map amendments that marry with the proposed comprehensive plan amendments. Mr. Stevens pointed out that there is no zoning action associated with Mr. Rew's comprehensive plan amendment.

Mayor Thompson opened the public hearing at 8:36 p.m. The hearing was closed at 8:37. No public comment was taken.

Public Comments

No public comment was offered.

Consent Calendar

Acting Deputy City Clerk Fulton read the Consent Calendar.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED A MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

Minutes - Approval

8. Approve the September 3, 2019 Council Meeting Minutes

Ordinances - First Reading

9. Ordinance No. 37-19, Amending the 2019 Budget in the General Fund and General Government Construction Fund related to Atomic Frontier Day 2019 and Rural County Capital Funds

Ordinances - Second Reading/Passage

10. Ordinance No. 35-19, Amending Chapter 5.14 of the Richland Municipal Code related to Sidewalk Use Licenses
11. Ordinance No. 36-19, Establishing and Dedicating Right-of-Way for Battelle Boulevard, Logan Street, Hagen Road, Robertson Road and Snyder Street

Resolutions – Adoption

12. Resolution No. 111-19, Authorizing a Funding Agreement with the Washington State Department of Transportation for the Duportail Bridge - Phase 2 Project
13. Resolution No. 112-19, Authorizing a Joint Grant Application with the Port of Benton to the Community Economic Revitalization Board for a Joint Stormwater Study
14. Resolution No. 113-19, Authorizing an Improved Emergency Response Services Agreement with Battelle Memorial Institute - Pacific Northwest Division
15. Resolution No. 114-19, Authorizing an Agreement with RH2 Engineering, Inc. for the Wastewater Treatment Plant Digester Facility Improvements

16. Resolution No. 115-19, Authorizing a Grant Application to the Washington State Department of Transportation and the Washington Utilities and Transportation Commission to Assist in Funding Kingsgate Rail Crossing Upgrades
17. Resolution No. 116-19, Authorizing a Lease Agreement with Oscar and Iliana Suarez for Operation of the Novel Café in the Richland Public Library
18. Resolution No. 118-19, Authorizing Amendment No. 11 with UtiliWorks Consulting, LLC for Phase 2 of the Advanced Metering Infrastructure (AMI) Project, and Ratifying Amendment Nos. 6 and 9

Items for Approval

19. Appointments to the Economic Development Committee: Marc Newman, Deidre Holmberg and Brad Bricker
20. Appointments to the Americans with Disabilities Citizens Review Committee: Steve Sillers and Brenda Bradley
21. Appointment to the Library Board: Karen Buxton

Expenditures - Approval

22. Expenditures from August 26, 2019 - September 6, 2019 for \$4,612,050.81 including Check Nos. 271718-272168, Wire Nos. 7723-7745, Payroll Direct Deposit Nos. 155102-155645 & 155653, Payroll Check Nos. 155646-155652 & 155654, Pension Direct Deposit Nos. 5191-5224, and Payroll Wire/ACH Nos. 11125-11156

Items of Business

23. Ordinance No. 38-19, Adopting the 2018-2019 Comprehensive Plan Amendments into the existing 2017 Comprehensive Plan

Councilmember Lukson spoke in favor of the comprehensive plan amendments and Brad Rew's vision in Horn Rapids, but cautioned about finding balance between the affected property owners and the overall benefit to the Horn Rapids community.

Councilmember Lemely expressed support for the comprehensive plan amendments, and encouraged the parties to work together to find a compromise regarding the deed restriction.

Councilmember Alvarez echoed Councilmember Lukson's comments and stated that he wants to see the development as a win-win for all involved.

Mayor Pro Tem Christensen thanked the public for attending and sharing their comments. Mr. Christensen also reassured the audience that tonight's action does not

mean that anyone is losing their view. Instead, it simply means that the process can move forward to the next step.

MAYOR PRO TEM CHRISTENSEN MOVED AND MAYOR THOMPSON SECONDED A MOTION TO APPROVE ORDINANCE NO. 38-19 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

24. Ordinance No. 39-19, Amending RMC Title 23: Zoning Regulations and the City's Official Zoning Map to Conform to the Updated 2017 Comprehensive Plan

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE ORDINANCE NO. 39-19 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

Reports and Comments

City Manager

City Manager Reents had no comments.

City Council

Councilmember Lemley commented favorably on Atomic Frontier Day 2019.

Councilmember Lukson spoke favorably about the value of attending ECA with Mayor Thompson and thanked City Council for supporting his attendance.

Mayor Pro Tem Christensen shared that September 17 is Constitution Day, which should be honored. Mayor Pro Tem Christensen also spoke favorably about Atomic Frontier Day 2019, and encouraged City Council and staff to introduce Atomic Frontier Day as a reoccurring event since it is likely to benefit tourism and economic development.

Mayor

Mayor Thompson shared the importance of paying attention to the federal environmental issues at Hanford, and spoke favorably about the value of attending ECA with Councilmember Lukson. Mr. Thompson also spoke favorably about Atomic Frontier Day 2019 and the evening's public participation.

Adjournment

Mayor Thompson adjourned the meeting at 8:55 p.m.

APPROVED:


Robert J. Thompson, Mayor

Date Approved: October 1, 2019

Date Published: October 2, 2019

ATTESTED:


Toni Fulton, Acting Deputy City Clerk

Attachment 18

Fw: Crosswater Loop Neighbors/Horn Rapids Golf Course Compromise

Steve Lorence <stev lorence@hotmail.com>

Thu 9/19/2019 2:11 PM

To: Brad Rew <brad@galerew.com>; thera@galerew.com <thera@galerew.com>; Brad Rew <brad@hornrapidsgolfcourse.com>

Cc: Reents, Cindy <creents@ci.richland.wa.us>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>

 1 attachments (894 KB)

Proposed Changes to HRGC Townhome Design Proposal 9-8-19.pdf;

Brad and Thera:

Congratulations on getting your Comprehensive Plan Amendment approved by the City Council on Tuesday evening. As I am sure you heard, the Crosswater Loop neighbors all spoke in favor of your comprehensive plan amendment to the city council members. Hopefully we can continue our discussions about alternative site plans that could provide you with your needed cash infusion to make improvements to the golf course without unduly impacting the Crosswater Loop neighbors.

Since we had not heard back from you in response to my September 8th email below, I thought I should resend how the Crosswater Loop neighbors would like to compromise on the plans drawn up by you.

Please let me know what next steps you would like to take. We are available to meet and discuss a compromise.

Steve Lorence
2858 Crosswater Loop

From: Steve Lorence <stev lorence@hotmail.com>

Sent: Sunday, September 8, 2019 1:51 PM

To: Brad Rew <brad@galerew.com>; thera@galerew.com <thera@galerew.com>; Brad Rew <brad@hornrapidsgolfcourse.com>

Cc: Reents, Cindy <creents@ci.richland.wa.us>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>; BThompson@CI.RICHLAND.WA.US <BThompson@CI.RICHLAND.WA.US>; tchristensen@CI.RICHLAND.WA.US <tchristensen@CI.RICHLAND.WA.US>; banderson@CI.RICHLAND.WA.US <banderson@CI.RICHLAND.WA.US>; rlukson@ci.richland.wa.us <rlukson@ci.richland.wa.us>; plemley@ci.richland.wa.us <plemley@ci.richland.wa.us>; skent@CI.RICHLAND.WA.US <skent@CI.RICHLAND.WA.US>; malvarez@CI.RICHLAND.WA.US <malvarez@CI.RICHLAND.WA.US>; planningcommission@ci.richland.wa.us <planningcommission@ci.richland.wa.us>

Subject: Crosswater Loop Neighbors/Horn Rapids Golf Course Compromise

Good Afternoon Brad and Thera:

Thank you for providing your design for the property adjacent to the Crosswater Loop neighbors. We know that you said this is preliminary based on the decisions that the City of Richland will be making in the future regarding the Horn Rapids golf course. However, the Crosswater Loop neighbors are concerned that you have not listened to our concerns since this preliminary design does not reflect the issues that we discussed at our May 6th meeting.

At our May 6th meeting, we told you that we are aligned with your vision to have a successful Horn Rapids golf course. We want you two to be successful but not at the expense of us and our property values. We all bought our properties as golf course view property. We paid a premium to have our views. Stu Stone developed our lots as golf course facing property and the builders sold the homes as golf course facing homes.

The design that you provided does not reflect the compromise that Mr. Mike Stevens, City of Richland's Planning Manager has proposed to all of us. When we talked on May 6th, we discussed the following:

- We did not want an entrance road right behind our property and you both agreed that the design would not contain this.
- We told you that we want the existing pond left in place.
- We told you that the existing large cottonwood tree be left in place.
- We showed you where the compromise that Mike Stevens recommended would allow townhomes to be built but would maintain an acceptable buffer.

The design you provided does not include the above.

The Crosswater Loop neighbors have reviewed your design and we have the following changes that we would like to see:

- Remove the entrance road that is behind our properties. Our research indicates that a second entrance is not needed, and one entrance is allowable.
- Leave the existing pond in place. We do want you to abide by the Commercial Licensing Agreement for the golf course where it is a requirement that you maintain the pond. We appreciate that you plan on putting in a new waterfall that can be used to feed the pond. This should solve the broken waterline issue that has plagued the pond for the last couple of years.
- Leave the existing large cottonwood tree.
- Remove from your plans townhomes # 1, 2, 3, 4, 41 & 42. These homes are below the compromise line that Mike Stevens has proposed and are too close to our homes. This leaves you with 42 of your original 48 townhomes. We also believe that you might be able to capture a few of these by redesigning the other lots. For example, you might be able to fit a townhome between 43 & 44.
- The new pond you are proposing is not needed if you leave the existing pond in place. This should reduce your development costs.

We do appreciate you placing a line of trees between our properties and the townhomes. We would like to see these as some type of evergreen tree that will provide a visual barrier year-round.

Also, we do not want to lose track of our discussion of having the City of Richland place a permanent deed restriction on the property that would prevent any future development on the property that does not contain the townhomes. As we discussed, by having this permanent deed restriction in place, that will prevent us having to deal with this issue in the future. You told us that you would be supportive of this permanent deed restriction at our May 6th meeting. We informed Mike Stevens of this and he assured the Crosswater Loop neighbors that this was possible.

We have attached a marked-up copy of your preliminary design with the above changes for your consideration.

We look forward to continuing to work with you on a compromise that will make the golf course successful while keeping our views and property values in place.

Steve Lorence
2858 Crosswater Loop

Attachment 19

Fw: The Vision Has Not Changed!

Steve Lorence <stev lorence@hotmail.com>

Sat 10/26/2019 7:42 AM

To: planningcommission@ci.richland.wa.us <planningcommission@ci.richland.wa.us>; BThompson@CI.RICHLAND.WA.US <BThompson@CI.RICHLAND.WA.US>; tchristensen@CI.RICHLAND.WA.US <tchristensen@CI.RICHLAND.WA.US>; banderson@CI.RICHLAND.WA.US <banderson@CI.RICHLAND.WA.US>; rlukson@ci.richland.wa.us <rlukson@ci.richland.wa.us>; plemley@ci.richland.wa.us <plemley@ci.richland.wa.us>; skent@CI.RICHLAND.WA.US <skent@CI.RICHLAND.WA.US>; malvarez@CI.RICHLAND.WA.US <malvarez@CI.RICHLAND.WA.US>; Reents, Cindy <creents@ci.richland.wa.us>
Cc: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>

 2 attachments (1 MB)

9-19-19 Email to the Rews.pdf; Proposed Changes to HRGC Townhome Design Proposal 9-8-19.pdf;

Good Morning Richland City Council and Planning Commission Members:

Brad Rew sent out the email below regarding the status of the Horn Rapids Golf Course. I and the other Crosswater Loop neighbors were very surprised by his statement below about the townhouses that he plans to build. He stated that: "We are continuing the dialog with those residents and suggesting different options for townhome development." This statement is not true. There has been no dialog at all. We reached out to Brad Rew numerous times to work with him on a compromise and we have been ignored time and again. The latest attempt was on September 19th after the City Council approved his comprehensive plan amendment. See the attached email that was sent to him by me. He has not responded to that latest attempt to contact him and begin discussions on a compromise. I have attached the compromise that we had sent him.

I can only assume that Brad continues to try and paint a picture that he is continuing to work with the Crosswater Loop neighbors to gain support for his plans by others in the Horn Rapids community. As we saw at the September 17th city council meeting, there were a number of folks that made statements that the Crosswater Loop neighbors should just suck it up and let Brad develop his townhomes regardless of the impacts to our properties. This effort to divide the neighbors is not healthy.

The Crosswater Loop neighbors believe the compromise suggested by the City is workable. We just want to work with Brad on a plan that meets this compromise.

The Crosswater Loop neighbors appreciated the comments made by each of the 5 city council members in attendance at the September 17th meeting. Your public comments that Brad Rew must work out an acceptable compromise with the Crosswater Loop neighbors before you would allow the deed restriction to be overturned was appropriate in our opinion and gave us hope that it would encourage Brad to work with us.

As many of us stated at the meeting, we want Brad to be successful, but not at the expense of us. We continue to be available to work with Brad on a compromise and will continue to reach out to him.

Thanks for listening. We just wanted to give you an update on this situation.

Steve Lorence
2858 Crosswater Loop
851-3761

From: Brad Rew <salvador@hornrapidsgolfcourse.com>

Sent: Friday, October 25, 2019 7:00 PM

To: Steve Lorence <stev lorence@hotmail.com>

Subject: The Vision Has Not Changed!



– THE VISION HAS NOT CHANGED –

It's been some time since my last message to you about golf course operations, so I want to update you on our progress and share our plans as we move through the fall and winter seasons.



First, let me assure you that my vision for the Horn Rapids Golf Course has not changed. It is still my intent to make Horn Rapids the premier public course in the Tri-Cities. I want us to have the best-maintained greens and fairways, a well-equipped practice facility, a full-service sports bar and cafe, and attractive facilities to host tournaments and special events. In addition, I'm especially interested in enriching our Horn Rapids community and I realize the important social role that the golf club can play in bringing people together.

That being said, we still have a long way to go, but we have been making good progress! Let me describe what we've accomplished since my last update to you in July, and then outline our plans for the off-season.

Accomplishments Since July

After significant repairs to the irrigation systems during the summer, we have been able to put a prodigious amount of water down on the course.

We've also changed our fertilization program: we now have the same fertilizer representative as Meadow Springs Country Club and are effectively duplicating their regimen. Our budget in this area has increased from \$3,000/year to \$30,000/year, and we're seeing a tremendous improvement to the health and quality of the grass. While other courses in the Tri-Cities were drying out in September, ours remained a lush green!

We've acquired new equipment for maintaining greens and fairways. In addition, we've had some important machines rebuilt and restored, thanks to the extraordinary mechanical skills of Grayson Baker and Joe Cheville, two of our local Horn Rapids residents.

We had originally intended to punch the fairways and greens right after the Men's Club Championship in late September, however the arrival of a

stretch of cold weather caused the grass to enter an early dormancy period, and we were concerned that the greens would not heal effectively. (And we're sure that golfers would prefer not playing on sandy greens all winter!). Next week, we will be applying a fungicide to prevent possible snow mold over the winter. We will reschedule punching and sanding for mid-April 2020.

Plans for the Off-Season

We have a number of projects queued up for the off-season:

- We imported 30 yards of topdressing sand from Idaho which we'll use to level tee boxes and some of the rough transition areas (e.g., hole #3).
- We'll add new sprinklers in a few places that still need water (e.g., holes #6 and #18)
- We'll rototill cart ruts in a number of places, level those areas, and overseed.
- We will increase protection for the natural areas on the course with some additional cart traffic management solutions (signs, stakes, ropes, curbs, etc)
- We plan to improve the irrigation and launch a number of

beautification projects around the clubhouse, patio area, and pond perimeters.

Two areas that require our focused attention are the greens and the tee boxes that were damaged during the dry spell earlier in the summer. We recognize that the greens on holes #2, #3, and #12 are in dreadful condition, and there are patches on other greens that need serious work. Our plan for these is to aerate more than your typical section. If one pass of the aerator does not work then we will do it again to see if the grass comes back which we believe will. In addition, some of the tee boxes have lost most of their grass (holes #5 and #6, for example) and have been overrun by crabgrass. We plan to reseed every tee box on the golf course so that the hitting areas are as level as possible.

Townhouse Project

On September 17, the City Council voted to approve our amendment to modify the land use designation of about two acres along the 18th fairway from "Developed Open Space" to "Medium-Density Residential." During the Council meeting, a number of residents spoke – many in favor of the townhouse plan and others who voiced concerns. I want to thank everyone who attended the meeting and contributed to the discussion!

Before the Council is ready to grant permits to start construction, however, they asked us to work with the residents affected by the project to develop a plan that would address their concerns while still accomplishing the vision for the golf course. We are continuing the dialog with those residents and suggesting different options for townhome development. Our intent is to have a revised plan ready to bring back to the Planning Department and City Council in late November or early December. I will likely ask for your support once again, as I expect the City Council to provide an opportunity for another public hearing when the revised plan is put on the docket.



In case you have not already met them, please let me introduce Carin Jackson and Bonnie Cannon, our new full-time staff in the café. Carin is our head chef and general manager of the café. She and her team have introduced a new café menu over the last two months and they continue to improve the offerings, thanks to your feedback and suggestions. I've noticed that we have more people coming to the club just for lunch, which is a good sign that we're doing something right!

Finally, I want to thank all of you for your continued support of our overall vision, and your patience as we continue to take steps to achieve that vision. We've seen rapid progress in some areas, and we've faced a few hurdles in other areas. However, I remain committed to our Club and I truly value your patronage and support. The best is yet to come!

Thank you,

Brad

Brad Rew, Owner
Horn Rapids Golf Course



[Preferences](#) | [Unsubscribe](#)

Attachment 20

2005 Horn Rapids Golf Course Deed Restriction

Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Fri 5/1/2020 3:18 PM

To: Brad Rew <brad@galerew.com>; Craig Walker <cwalker@walkerheye.com>; Steve Lorence <stev lorence@hotmail.com>

📎 1 attachments (70 KB)

2005 Horn Rapids Covenant.pdf;

Brad, Craig & Steve:

Attached to this email you will find a letter addressing the 2005 Horn Rapids Golf Course Deed Restriction.

Steve: Please provide a copy to the other Crosswater Loop residents as I do not have email contacts for each of them.

Thank you,



Mike Stevens

Planning Manager

625 Swift Blvd., MS-35 | Richland, WA 99352

(509) 942-7596

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



May 1, 2020

HJBT Properties
Attn: Brad Rew
1413 Sunset St.
Richland, WA 99354

Craig Walker
Walker Heye Meehan Eisinger, PLLC
1333 Columbia Park Trail, Suite 220
Richland, WA 99352

RE: 2005 Horn Rapids Golf Course Restrictive Covenant

Dear Mr. Rew:

The City of Richland had recent occasion to evaluate the legal enforceability of the 2005 restrictive covenant encumbering the Horn Rapids Golf Course (the "Golf Course"). The City concludes that the 2005 restrictive covenant executed between the City and Columbia Golf Associates ("CGA") is unenforceable against the Golf Course's current owner because the land use agreement, although appearing in the public record, is missing a legal description, which is fatal to its enforceability and renders it void.

If you have any questions regarding this matter, please feel free to contact me at (509) 942-7596 or via email at mstevens@ci.richland.wa.us.

Sincerely,

Mike Stevens
Planning Manager
City of Richland
(509)942-7596
mstevens@ci.richland.wa.us

C: Steve Lorence
2858 Crosswater Loop
Richland, WA 99352

Attachment 21

Fw: Crosswater Loop Neighbors/Horn Rapids Golf Course Compromise

Steve Lorence <stev lorence@hotmail.com>

Fri 5/8/2020 3:23 PM

To: Brad Rew <brad@galerew.com>; thera@galerew.com <thera@galerew.com>; Brad Rew <brad@hornrapidsgolfcourse.com>

Cc: Reents, Cindy <creents@ci.richland.wa.us>; mstevens@ci.richland.wa.us <mstevens@ci.richland.wa.us>; Kintzley, Heather <hkintzley@ci.richland.wa.us>; Lukson, Ryan <rlukson@CI.RICHLAND.WA.US>

 1 attachments (894 KB)

Proposed Changes to HRGC Townhome Design Proposal 9-8-19.pdf;

Brad and Thera:

It is good to see the golf course opened up again and golfers enjoying themselves. I bet it was a relief to have the Governor allow for the reopening.

It has been quite some time since last September. I have not received any response from you two regarding the compromise that the Crosswater Loop neighbors had proposed to you. Have you had a chance to review? We are interested in your thoughts and are hopeful we can work out the compromise that the Richland City Council members are expecting.

We are available to discuss when you are ready.

Thanks and stay safe.

Steve Lorence

From: Steve Lorence <stev lorence@hotmail.com>

Sent: Thursday, September 19, 2019 2:11 PM

To: Brad Rew <brad@galerew.com>; thera@galerew.com <thera@galerew.com>; Brad Rew <brad@hornrapidsgolfcourse.com>

Cc: Reents, Cindy <creents@ci.richland.wa.us>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>

Subject: Fw: Crosswater Loop Neighbors/Horn Rapids Golf Course Compromise

Brad and Thera:

Congratulations on getting your Comprehensive Plan Amendment approved by the City Council on Tuesday evening. As I am sure you heard, the Crosswater Loop neighbors all spoke in favor of your comprehensive plan amendment to the city council members. Hopefully we can continue our discussions about alternative site plans that could provide you with your needed cash infusion to make improvements to the golf course without unduly impacting the Crosswater Loop neighbors.

Since we had not heard back from you in response to my September 8th email below, I thought I should resend how the Crosswater Loop neighbors would like to compromise on the plans drawn up by you.

Please let me know what next steps you would like to take. We are available to meet and discuss a compromise.

Steve Lorence
2858 Crosswater Loop

From: Steve Lorence <stev lorence@hotmail.com>

Sent: Sunday, September 8, 2019 1:51 PM

To: Brad Rew <brad@galerew.com>; thera@galerew.com <thera@galerew.com>; Brad Rew <brad@hornrapidsgolfcourse.com>

Cc: Reents, Cindy <creents@ci.richland.wa.us>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>; BThompson@CI.RICHLAND.WA.US <BThompson@CI.RICHLAND.WA.US>; tchristensen@CI.RICHLAND.WA.US <tchristensen@CI.RICHLAND.WA.US>; banderson@CI.RICHLAND.WA.US <banderson@CI.RICHLAND.WA.US>; rlukson@ci.richland.wa.us <rlukson@ci.richland.wa.us>; plemley@ci.richland.wa.us <plemley@ci.richland.wa.us>; skent@CI.RICHLAND.WA.US <skent@CI.RICHLAND.WA.US>; malvarez@CI.RICHLAND.WA.US <malvarez@CI.RICHLAND.WA.US>; planningcommission@ci.richland.wa.us <planningcommission@ci.richland.wa.us>

Subject: Crosswater Loop Neighbors/Horn Rapids Golf Course Compromise

Good Afternoon Brad and Thera:

Thank you for providing your design for the property adjacent to the Crosswater Loop neighbors. We know that you said this is preliminary based on the decisions that the City of Richland will be making in the future regarding the Horn Rapids golf course. However, the Crosswater Loop neighbors are concerned that you have not listened to our concerns since this preliminary design does not reflect the issues that we discussed at our May 6th meeting.

At our May 6th meeting, we told you that we are aligned with your vision to have a successful Horn Rapids golf course. We want you two to be successful but not at the expense of us and our property values. We all bought our properties as golf course view property. We paid a premium to have our views. Stu Stone developed our lots as golf course facing property and the builders sold the homes as golf course facing homes.

The design that you provided does not reflect the compromise that Mr. Mike Stevens, City of Richland's Planning Manager has proposed to all of us. When we talked on May 6th, we discussed the following:

- We did not want an entrance road right behind our property and you both agreed that the design would not contain this.
- We told you that we want the existing pond left in place.
- We told you that the existing large cottonwood tree be left in place.
- We showed you where the compromise that Mike Stevens recommended would allow townhomes to be built but would maintain an acceptable buffer.

The design you provided does not include the above.

The Crosswater Loop neighbors have reviewed your design and we have the following changes that we would like to see:

- Remove the entrance road that is behind our properties. Our research indicates that a second entrance is not needed, and one entrance is allowable.
- Leave the existing pond in place. We do want you to abide by the Commercial Licensing Agreement for the golf course where it is a requirement that you maintain the pond. We appreciate that you plan on putting in a new waterfall that can be used to feed the pond. This should solve the broken waterline issue that has plagued the pond for the last couple of years.
- Leave the existing large cottonwood tree.
- Remove from your plans townhomes # 1, 2, 3, 4, 41 & 42. These homes are below the compromise line that Mike Stevens has proposed and are too close to our homes. This leaves you with 42 of your original 48 townhomes. We also believe that you might be able to capture a few of these by redesigning the other lots. For example, you might be able to fit a townhome between 43 & 44.
- The new pond you are proposing is not needed if you leave the existing pond in place. This should reduce your development costs.

We do appreciate you placing a line of trees between our properties and the townhomes. We would like to see these as some type of evergreen tree that will provide a visual barrier year-round.

Also, we do not want to lose track of our discussion of having the City of Richland place a permanent deed restriction on the property that would prevent any future development on the property that does not contain the townhomes. As we discussed, by having this permanent deed restriction in place, that will prevent us having to deal with this issue in the future. You told us that you would be supportive of this permanent deed restriction at our May 6th meeting. We informed Mike Stevens of this and he assured the Crosswater Loop neighbors that this was possible.

We have attached a marked-up copy of your preliminary design with the above changes for your consideration.

We look forward to continuing to work with you on a compromise that will make the golf course successful while keeping our views and property values in place.

Steve Lorence
2858 Crosswater Loop

Attachment 22

Fw: Crosswater Loop Neighbors/Horn Rapids Golf Course Compromise

Steve Lorence <stev lorence@hotmail.com>

Sat 5/9/2020 8:52 AM

To: Lukson, Ryan <rlukson@CI.RICHLAND.WA.US>; plemley@ci.richland.wa.us <plemley@ci.richland.wa.us>; BThompson@CI.RICHLAND.WA.US <BThompson@CI.RICHLAND.WA.US>; skent@CI.RICHLAND.WA.US <skent@CI.RICHLAND.WA.US>; banderson@CI.RICHLAND.WA.US <banderson@CI.RICHLAND.WA.US>; tchristensen@CI.RICHLAND.WA.US <tchristensen@CI.RICHLAND.WA.US>; malvarez@CI.RICHLAND.WA.US <malvarez@CI.RICHLAND.WA.US>
Cc: Reents, Cindy <creents@ci.richland.wa.us>; mstevens@ci.richland.wa.us <mstevens@ci.richland.wa.us>; Kintzley, Heather <hkintzley@ci.richland.wa.us>

 4 attachments (1 MB)

Proposed Changes to HRGC Townhome Design Proposal 9-8-19.pdf; 2005 Horn Rapids Covenant.pdf; September 17 2019 Council Meeting Minutes.pdf; Horn_Rapids_View_Newsletter.pdf;

City Council Members:

As you know for the last year, the Crosswater Loop neighbors have been trying to reach a compromise with Brad Rew, owner of the Horn Rapids Golf Course concerning his proposed development of townhomes that will impact our golf course views and impact our property values. At the September 17, 2019 City Council meeting where you approved Rew's Comprehensive Plan changes, you all unanimously directed Rew to work with the Crosswater Loop neighbors on a compromise. As you can see in the email string below, the Crosswater Loop neighbors have suggested a compromise to Rew, but we have failed to hear from him. We will continue to reach out to him, but we are obviously disappointed in his lack of response.

We are also concerned with where Brad is going with his project. In his original design (see attached) he was going to build 48 townhomes. Our suggested compromise had him removing a few units or relocated them closer to the existing clubhouse and remove the entrance road right behind our property. We do not want a road right behind our property. In a newsletter he sent out in March 2020 (see attached) he discusses on page 2 and 3 that he is building 60 townhomes. This is a 25% increase in his original proposal, We have also heard that he is going to redesign the 18th hole to allow him to put in more townhomes that will impact more of the neighbors on Crosswater Loop. We believe this change may be a result of the action the City has taken in deciding that the deed restriction is not enforceable.

We received the attached letter from Mike Stevens on May 1st informing us of this development. As you can imagine, we are very disappointed with the City in taking this action without even giving us any chance to have input. We had been working with City Staff for over a year on this and for this decision to come out of the blue is concerning and we are disappointed. We are not in agreement with the lifting of the deed restriction and our attorney is currently reviewing this development to determine what actions we can take.

As we have always said and provided in our public comments to the City Council at the September 17th meeting, we want Brad to be successful and we want him to move forward with his townhomes, but not at the complete expense of us and our property values.

Council member Lemley met with the Crosswater Loop neighbors last year in my home to discuss this. If any of the other council members would like to meet with us, please give me a call and we can arrange a time for you to come out to put your eyes on the property and talk with us. We will be sure to employ appropriate social distancing due to COVID-19.

Thanks for listening and we are hopeful this will be resolved in a positive manner.

Steve Lorence
2858 Crosswater Loop
851-3761

From: Steve Lorence <stev lorence@hotmail.com>
Sent: Friday, May 8, 2020 3:23 PM
To: Brad Rew <brad@galerew.com>; ther a@galerew.com <ther a@galerew.com>; Brad Rew <Brad@hornrapids golfcourse.com>
Cc: Reents, Cindy <creents@ci.richland.wa.us>; mstevens@ci.richland.wa.us <mstevens@ci.richland.wa.us>; Kintzley, Heather <hkintzley@ci.richland.wa.us>; Lukson, Ryan <rlukson@CI.RICHLAND.WA.US>
Subject: Fw: Crosswater Loop Neighbors/Horn Rapids Golf Course Compromise

Brad and Thera:

It is good to see the golf course opened up again and golfers enjoying themselves. I bet it was a relief to have the Governor allow for the reopening.

It has been quite some time since last September. I have not received any response from you two regarding the compromise that the Crosswater Loop neighbors had proposed to you. Have you had a chance to review? We are interested in your thoughts and are hopeful we can work out the compromise that the Richland City Council members are expecting.

We are available to discuss when you are ready.

Thanks and stay safe.

Steve Lorence

From: Steve Lorence <stev lorence@hotmail.com>
Sent: Thursday, September 19, 2019 2:11 PM
To: Brad Rew <brad@galerew.com>; ther a@galerew.com <ther a@galerew.com>; Brad Rew <brad@hornrapids golfcourse.com>
Cc: Reents, Cindy <creents@ci.richland.wa.us>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>
Subject: Fw: Crosswater Loop Neighbors/Horn Rapids Golf Course Compromise

Brad and Thera:

Congratulations on getting your Comprehensive Plan Amendment approved by the City Council on Tuesday evening. As I am sure you heard, the Crosswater Loop neighbors all spoke in favor of your comprehensive plan amendment to the city council members. Hopefully we can continue our discussions about alternative site plans that could provide you with your needed cash infusion to make improvements to the golf course without unduly impacting the Crosswater Loop neighbors.

Since we had not heard back from you in response to my September 8th email below, I thought I should resend how the Crosswater Loop neighbors would like to compromise on the plans drawn up by you.

Please let me know what next steps you would like to take. We are available to meet and discuss a compromise.

Steve Lorence
2858 Crosswater Loop

From: Steve Lorence <stevelorence@hotmail.com>

Sent: Sunday, September 8, 2019 1:51 PM

To: Brad Rew <brad@galerew.com>; thera@galerew.com <thera@galerew.com>; Brad Rew <brad@hornrapidsgolfcourse.com>

Cc: Reents, Cindy <creents@ci.richland.wa.us>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>; BThompson@CI.RICHLAND.WA.US <BThompson@CI.RICHLAND.WA.US>; tchristensen@CI.RICHLAND.WA.US <tchristensen@CI.RICHLAND.WA.US>; banderson@CI.RICHLAND.WA.US <banderson@CI.RICHLAND.WA.US>; rlukson@ci.richland.wa.us <rlukson@ci.richland.wa.us>; plemley@ci.richland.wa.us <plemley@ci.richland.wa.us>; skent@CI.RICHLAND.WA.US <skent@CI.RICHLAND.WA.US>; malvarez@CI.RICHLAND.WA.US <malvarez@CI.RICHLAND.WA.US>; planningcommission@ci.richland.wa.us <planningcommission@ci.richland.wa.us>

Subject: Crosswater Loop Neighbors/Horn Rapids Golf Course Compromise

Good Afternoon Brad and Thera:

Thank you for providing your design for the property adjacent to the Crosswater Loop neighbors. We know that you said this is preliminary based on the decisions that the City of Richland will be making in the future regarding the Horn Rapids golf course. However, the Crosswater Loop neighbors are concerned that you have not listened to our concerns since this preliminary design does not reflect the issues that we discussed at our May 6th meeting.

At our May 6th meeting, we told you that we are aligned with your vision to have a successful Horn Rapids golf course. We want you two to be successful but not at the expense of us and our property values. We all bought our properties as golf course view property. We paid a premium to have our views. Stu Stone developed our lots as golf course facing property and the builders sold the homes as golf course facing homes.

The design that you provided does not reflect the compromise that Mr. Mike Stevens, City of Richland's Planning Manager has proposed to all of us. When we talked on May 6th, we discussed the following:

- We did not want an entrance road right behind our property and you both agreed that the design would not contain this.
- We told you that we want the existing pond left in place.
- We told you that the existing large cottonwood tree be left in place.
- We showed you where the compromise that Mike Stevens recommended would allow townhomes to be built but would maintain an acceptable buffer.

The design you provided does not include the above.

The Crosswater Loop neighbors have reviewed your design and we have the following changes that we would like to see:

- Remove the entrance road that is behind our properties. Our research indicates that a second entrance is not needed, and one entrance is allowable.
- Leave the existing pond in place. We do want you to abide by the Commercial Licensing Agreement for the golf course where it is a requirement that you maintain the pond. We appreciate that you plan on putting in a new waterfall that can be used to feed the pond. This should solve the broken waterline issue that has plagued the pond for the last couple of years.
- Leave the existing large cottonwood tree.
- Remove from your plans townhomes # 1, 2, 3, 4, 41 & 42. These homes are below the compromise line that Mike Stevens has proposed and are too close to our homes. This leaves you with 42 of your original 48 townhomes. We also believe that you might be able to capture a few of these by redesigning the other lots. For example, you might be able to fit a townhome between 43 & 44.
- The new pond you are proposing is not needed if you leave the existing pond in place. This should reduce your development costs.

We do appreciate you placing a line of trees between our properties and the townhomes. We would like to see these as some type of evergreen tree that will provide a visual barrier year-round.

Also, we do not want to lose track of our discussion of having the City of Richland place a permanent deed restriction on the property that would prevent any future development on the property that does not contain the townhomes. As we discussed, by having this permanent deed restriction in place, that will prevent us having to deal with this issue in the future. You told us that you would be supportive of this permanent deed restriction at our May 6th meeting. We informed Mike Stevens of this and he assured the Crosswater Loop neighbors that this was possible.

We have attached a marked-up copy of your preliminary design with the above changes for your consideration.

We look forward to continuing to work with you on a compromise that will make the golf course successful while keeping our views and property values in place.

Steve Lorence
2858 Crosswater Loop



LEAVE EXISTING
POND
&
LARGE
COTTONWOOD
TREE

ELIMINATE
THIS
ENTRANCE

New
water fall
to stream
and.

OK WH?
NEW WATER
FALL GOIN
TO EXIST,
POND



May 1, 2020

HJBT Properties
Attn: Brad Rew
1413 Sunset St.
Richland, WA 99354

Craig Walker
Walker Heye Meehan Eisinger, PLLC
1333 Columbia Park Trail, Suite 220
Richland, WA 99352

RE: 2005 Horn Rapids Golf Course Restrictive Covenant

Dear Mr. Rew:

The City of Richland had recent occasion to evaluate the legal enforceability of the 2005 restrictive covenant encumbering the Horn Rapids Golf Course (the "Golf Course"). The City concludes that the 2005 restrictive covenant executed between the City and Columbia Golf Associates ("CGA") is unenforceable against the Golf Course's current owner because the land use agreement, although appearing in the public record, is missing a legal description, which is fatal to its enforceability and renders it void.

If you have any questions regarding this matter, please feel free to contact me at (509) 942-7596 or via email at mstevens@ci.richland.wa.us.

Sincerely,

Mike Stevens
Planning Manager
City of Richland
(509)942-7596
mstevens@ci.richland.wa.us

C: Steve Lorence
2858 Crosswater Loop
Richland, WA 99352



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 625 Swift Boulevard
Tuesday, September 17, 2019

City Council Workshop - 6:45 p.m.

Mayor Thompson called the Council workshop to order at 6:45 p.m. in the Council Chambers at City Hall.

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

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Fire & Emergency Services Director Huntington, Energy Services Director Whitney and Acting Deputy City Clerk Fulton.

Agenda Item

1. Review of the Improved Emergency Response Services Agreement with Battelle Memorial Institute - Pacific Northwest Division

Chief Huntington discussed the proposed Improved Emergency Response Services Agreement with Battelle Memorial Institute – Pacific Northwest Division. Chief Huntington discussed the benefit to both parties, notably the significant benefit to the City of Richland by receiving the funding necessary to expedite construction of a new fire station in Richland's north zone. The proposed agreement allows the City to protect what the City is already required to product within City limits, but with improved response times to the benefit of those located in north Richland. Chief Huntington answered several questions from Council related to timing, staffing and funding.

2. Ambulance Utility Rates

Chief Huntington discussed the Utility Advisory Committee's recommendation related to increased ambulance utility rates. The UAC recommended a single increase, instead of stepping rates up over time, but acknowledged that the final decision for implementation rests with Council. The benefit to step increases is to maximize the SAFER grant funding, and to avoid carrying a large fund balance. The proposed model is predicated on a step approach. The UAC recommended approval of the 2020 ambulance utility rate increase. It also supported the notion of rate equity between residential and commercial use. The proposed 2020 ambulance utility rate increase is anticipated for first reading on October 1, 2019.

3. Discuss Meeting Agenda Items

Council was invited to share concerns related to the agenda. City Manager Reents asked Council to add a presentation item to the agenda on Atomic Frontier Day 2019. Ms. Reents also discussed the TRIDEC board membership ballot. Councilmember Alvarez shared an email received from the Confederated Tribes of the Colville Reservation with an invitation to visit. The proposed date conflicts with Council's regular meeting schedule. City Manager Reents will follow-up.

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

Mayor Thompson called the Council meeting to order at 7:30 p.m. in the Council Chambers at City Hall.

Welcome and Roll Call

Mayor Thompson welcomed those in the audience and expressed appreciation for their attendance.

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

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO EXCUSE COUNCILMEMBERS ANDERSON AND KENT. THE MOTION CARRIED 5-0.

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

Pledge of Allegiance

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

Approval of Agenda

MAYOR THOMPSON ADDED A PRESENTATION ON ATOMIC FRONTIER DAY 2019 TO THE EVENING'S AGENDA. MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE THE AGENDA AS AMENDED TO ADD A PRESENTATION REGARDING ATOMIC FRONTIER DAY 2019. THE MOTION CARRIED 5-0.

Presentations

4. Proclamations of Appreciation: Richland Police Department Reserve Officers Martin Gilley and Clem Matylinski

Mayor Thompson read proclamations in honor of Richland Police Reserve Officers Clem Matylinski and Martin Gilley, and bestowed plaques to each in honor of their contribution to the City of Richland. Chief Bruce thanked Mr. Matylinski and Mr. Gilley for their service, and also briefly introduced Chris Lee and Brigit Clary, who were both recently promoted to Captain in the Richland Police Department.

5. Atomic Frontier Day 2019 (added by Council at start of meeting)

Assistant City Manager Jon Amundson initiated a PowerPoint of images from Atomic Frontier Day 2019 while City Manager Reents provided stats about the event, which was well-received in the community.

To accommodate a scheduling conflict, Mayor Thompson invited Mr. Steve Ashby, PNNL Laboratory Director, to comment in support of proposed Resolution No. 113-19, authorizing an Improved Emergency Response Services Agreement. Mr. Ashby spoke favorably about the agreement and recommended its approval before exiting Council Chambers to meet his next commitment.

Public Hearings

Acting Deputy City Clerk Fulton read the Public Hearing and Public Comments procedures.

6. Proposed Adoption of the 2018-2019 Comprehensive Plan Amendments - Ordinance No. 38-19

Community Development Services Director Kerwin Jensen introduced Planning Manager Mike Stevens to provide a staff report on the proposed 2018-2019 Comprehensive Plan amendments. Mr. Stevens described the Planning Commission's actions related to the proposed amendments, including its recommendation of approval for all proposed amendments (private party and City-initiated). Mr. Stevens also explained the path forward for potential removal of the deed restriction at some future date.

Mayor Thompson opened the public hearing at 8:00 p.m.

William C. Stahl, 2750 Stonecreek Drive, Richland WA commented on the benefit of Brad Rew's proposed development, overall, for the Horn Rapids Golf Course.

J. Delton Peters, 2846 Crosswater Loop, Richland WA wants the golf course to succeed, but does not want to be infringed on in the property where he lives. Mr. Peters supports the comprehensive plan amendment.

Tom Ricky, 2942 Crosswater Loop, Richland WA does not want the City to vacate its responsibly related to the golf course if it affects the immediately adjacent properties.

Rich Quadrel, 2450 Harris Avenue, Richland, WA shared that he is the President of Men's Club at Horn Rapids, and has been impressed with Brad Rew's commitment to the community and to Horn Rapids. Mr. Quadrel spoke in favor of the project and the proposed comprehensive plan amendment.

John Peterson, 2980 Sedona Circle, Richland, WA has lived in Horn Rapids for seven (7) years, and has observed slow decline of the condition of the golf course. Brad Rew, and the new owner, has increased the overall quality of the golf course. Mr. Peterson supports the proposed comprehensive plan amendment.

David Haller, 2894 Crosswater Loop, Richland WA asked City Council to support the proposed comprehensive plan amendment. Mr. Haller indicated that he was drawn to the area because of the park-like community, and while the amenities in Horn Rapids have been maintained, the golf course has declined. Mr. Haller supported the proposed comprehensive plan amendment as the predicate to the possible improvements Mr. Rew can implement.

Larry Felton, 2557 Tilden Court, Richland WA shared that his house looks down at the duck pond at Hole No. 10. Mr. Felton shared his fear that the developer will be able to eliminate the golf course and develop houses. Mr. Felton also shared that there is no such thing as a "golf course view" into perpetuity, and stated that Mr. Rew should be entitled to develop the property for the benefit of the golf course, the surrounding community, and the City of Richland.

Louise Peters, 2846 Crosswater Loop, Richland WA would ask that the deed restriction be made permanent forever. Ms. Peters believes in improving the golf course and construction of a better club house, but does not want a townhouse four (4) feet from her house.

Steve Lorence, 2858 Crosswater Loop, Richland WA shared that he is one of the eight (8) homeowners affected by Brad Rew's potential development. Mr. Lorence stated that he purchased a home that was promised a golf course view due to the deed restriction, and paid a premium for it. Mr. Lorence advised that he supports improving the golf course, but does not believe Mr. Rew's efforts demonstrate compromise as suggested. Mr. Lorence shared that he and the other affected homeowners want the golf course to be successful, but not at the cost to abutting residential properties.

Roger Bauer, 2978 Redrock Ridge Loop, Richland WA shared that changes occur when development occurs. Mr. Bauer expressed understanding for the properties impacted, but shared that the bigger impact is a positive benefit to the City and the immediate Horn Rapids community. Mr. Bauer encouraged City Council to approve the proposed comprehensive plan amendment.

Jeff Riddelle, 2930 Redrock Ridge Loop, Richland WA spoke in support of the proposed comprehensive plan amendment.

Tom Harper, 2598 Tilden Court, Richland WA spoke in support of the proposed comprehensive plan amendment, and stated that, in his opinion, Brad Rew has rescued the golf course.

Denise Ciarlo, 2563 Prestwick Drive, Richland WA shared that she spoke to Brad Rew at length about his vision for golf course. Ms. Ciarlo considers Mr. Rew's plan impressive and beneficial to the community. Ms. Ciarlo also spoke in favor of the proposed comprehensive plan amendment.

Gail Wintczak, 2852 Crosswater Loop, Richland WA spoke in support of Brad Rew investing in the Horn Rapids Golf Course, but does not want the deed restriction lifted. Ms. Wintczak also objects to filling of the pond adjacent to her house as proposed by Mr. Rew.

Jeff Hunter, 2864 Crosswater Loop, Richland WA shared that he is being asked to forfeit \$20,000 to \$40,000 in property value Mr. Rew's development is allowed to go forward as potentially proposed. Mr. Hunter asked the City to stay true to the original commitments it made when Horn Rapids was first developed.

Julie Cheville, 3148 Redhawk Drive, Richland WA spoke in favor of the proposed comprehensive plan amendment.

Don Bogart, 2266 Copperleaf Street, Richland WA spoke in favor of the proposed comprehensive plan amendment.

Jon Ray, 2837 Troon Court, Richland WA spoke about the decline of the Horn Rapids Golf Course, and the benefit to the community by introduction of Brad Rew's proposed project. Mr. Ray encouraged the City Council to approve the proposed comprehensive plan amendment.

George Kyriazis, 2766 Stonecreek Drive, Richland WA spoke in favor of local ownership of the golf course (Brad Rew), and encouraged the City Council to approve the proposed comprehensive plan amendment.

Mayor Thompson closed the public hearing at 8:35 p.m.

7. Proposed Amendment to RMC Title 23: Zoning Regulations and the Official Zoning Map of the City of Richland - Ordinance No. 39-19

Planning Manager Mike Stevens provided the staff report on proposed Ordinance No. 39-19. Mr. Stevens reiterated the Planning Commission actions taken related to the zoning map amendments that marry with the proposed comprehensive plan amendments. Mr. Stevens pointed out that there is no zoning action associated with Mr. Rew's comprehensive plan amendment.

Mayor Thompson opened the public hearing at 8:36 p.m. The hearing was closed at 8:37. No public comment was taken.

Public Comments

No public comment was offered.

Consent Calendar

Acting Deputy City Clerk Fulton read the Consent Calendar.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED A MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

Minutes - Approval

8. Approve the September 3, 2019 Council Meeting Minutes

Ordinances - First Reading

9. Ordinance No. 37-19, Amending the 2019 Budget in the General Fund and General Government Construction Fund related to Atomic Frontier Day 2019 and Rural County Capital Funds

Ordinances - Second Reading/Passage

10. Ordinance No. 35-19, Amending Chapter 5.14 of the Richland Municipal Code related to Sidewalk Use Licenses
11. Ordinance No. 36-19, Establishing and Dedicating Right-of-Way for Battelle Boulevard, Logan Street, Hagen Road, Robertson Road and Snyder Street

Resolutions – Adoption

12. Resolution No. 111-19, Authorizing a Funding Agreement with the Washington State Department of Transportation for the Duportail Bridge - Phase 2 Project
13. Resolution No. 112-19, Authorizing a Joint Grant Application with the Port of Benton to the Community Economic Revitalization Board for a Joint Stormwater Study
14. Resolution No. 113-19, Authorizing an Improved Emergency Response Services Agreement with Battelle Memorial Institute - Pacific Northwest Division
15. Resolution No. 114-19, Authorizing an Agreement with RH2 Engineering, Inc. for the Wastewater Treatment Plant Digester Facility Improvements

16. Resolution No. 115-19, Authorizing a Grant Application to the Washington State Department of Transportation and the Washington Utilities and Transportation Commission to Assist in Funding Kingsgate Rail Crossing Upgrades
17. Resolution No. 116-19, Authorizing a Lease Agreement with Oscar and Iliana Suarez for Operation of the Novel Café in the Richland Public Library
18. Resolution No. 118-19, Authorizing Amendment No. 11 with UtiliWorks Consulting, LLC for Phase 2 of the Advanced Metering Infrastructure (AMI) Project, and Ratifying Amendment Nos. 6 and 9

Items for Approval

19. Appointments to the Economic Development Committee: Marc Newman, Deidre Holmberg and Brad Bricker
20. Appointments to the Americans with Disabilities Citizens Review Committee: Steve Sillers and Brenda Bradley
21. Appointment to the Library Board: Karen Buxton

Expenditures - Approval

22. Expenditures from August 26, 2019 - September 6, 2019 for \$4,612,050.81 including Check Nos. 271718-272168, Wire Nos. 7723-7745, Payroll Direct Deposit Nos. 155102-155645 & 155653, Payroll Check Nos. 155646-155652 & 155654, Pension Direct Deposit Nos. 5191-5224, and Payroll Wire/ACH Nos. 11125-11156

Items of Business

23. Ordinance No. 38-19, Adopting the 2018-2019 Comprehensive Plan Amendments into the existing 2017 Comprehensive Plan

Councilmember Lukson spoke in favor of the comprehensive plan amendments and Brad Rew's vision in Horn Rapids, but cautioned about finding balance between the affected property owners and the overall benefit to the Horn Rapids community.

Councilmember Lemely expressed support for the comprehensive plan amendments, and encouraged the parties to work together to find a compromise regarding the deed restriction.

Councilmember Alvarez echoed Councilmember Lukson's comments and stated that he wants to see the development as a win-win for all involved.

Mayor Pro Tem Christensen thanked the public for attending and sharing their comments. Mr. Christensen also reassured the audience that tonight's action does not

mean that anyone is losing their view. Instead, it simply means that the process can move forward to the next step.

MAYOR PRO TEM CHRISTENSEN MOVED AND MAYOR THOMPSON SECONDED A MOTION TO APPROVE ORDINANCE NO. 38-19 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

24. Ordinance No. 39-19, Amending RMC Title 23: Zoning Regulations and the City's Official Zoning Map to Conform to the Updated 2017 Comprehensive Plan

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE ORDINANCE NO. 39-19 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

Reports and Comments

City Manager

City Manager Reents had no comments.

City Council

Councilmember Lemley commented favorably on Atomic Frontier Day 2019.

Councilmember Lukson spoke favorably about the value of attending ECA with Mayor Thompson and thanked City Council for supporting his attendance.

Mayor Pro Tem Christensen shared that September 17 is Constitution Day, which should be honored. Mayor Pro Tem Christensen also spoke favorably about Atomic Frontier Day 2019, and encouraged City Council and staff to introduce Atomic Frontier Day as a reoccurring event since it is likely to benefit tourism and economic development.

Mayor

Mayor Thompson shared the importance of paying attention to the federal environmental issues at Hanford, and spoke favorably about the value of attending ECA with Councilmember Lukson. Mr. Thompson also spoke favorably about Atomic Frontier Day 2019 and the evening's public participation.

Adjournment

Mayor Thompson adjourned the meeting at 8:55 p.m.

APPROVED:


Robert J. Thompson, Mayor

ATTESTED:


Toni Fulton, Acting Deputy City Clerk

Date Approved: October 1, 2019

Date Published: October 2, 2019



The Horn Rapids View

Start of the 2020 season

Winter is finally coming to an end and we're looking forward to the 2020 season! We made a lot of progress during the winter but there's still more to do to improve the course. Here's an update about where we are and where we're headed.

It's our First Anniversary!

Horn Rapids changed ownership on March 14, 2019, and we're celebrating our first anniversary!

Maintenance has been busy over the winter

There has been a lot of work behind the scenes over the last several months, and we're confident that you will see significant improvements this year!

During the winter, the maintenance shed has been completely cleaned up and reorganized to make room for new workspaces, repair bays, and material bays.

Old equipment has been either refurbished or replaced. The course now has a new hydraulic seeder and rough mower. The seeder injects grass seed into the ground so the wind won't blow it away. We got rid of the gang unit with the reel mowers and replaced it with a new rough mower with "independent suspension" to give a cleaner cut to the rough.

The greens mowers have been equipped with new Verticutter reels which we expect to use on a regular basis to help promote healthy growth. The greens will also benefit from a new spreader to drop fine sand, and new rollers. For the bunkers, we have a SandPro® for better maintenance.

What about the greens?

The greens will be punched, sanded, seeded, and rolled on April 13-14. Horn Rapids will be using a state-of-the-art puncher to reduce compaction and aerate the greens. Some of the greens (especially holes #2, #3, and #12) need special attention. We plan to break up the crust that's formed on the dry spots and double-punch those greens. We'll then apply fine sand and seed and give the greens special care to heal and renew. We estimate that it will take six weeks before the greens are fully healthy again. For areas that are especially problematic, we may transplant grafts from the practice green behind the hole #1 tee box to expedite recovery. Our plan is to have beautiful, smooth greens by June 1!

Water starts flowing March 16

All three pumps are working and we have plenty of pressure to all parts of the golf course.

Fairways, rough, and tee boxes

We're prepared to drop \$15,000 worth of fertilizer and weed control on the entire course as soon as the water is turned on. This will be done in multiple applications and we expect rapid growth in the first month. During this time, clover tends to be a problem, but we plan on some special applications to control this growth.

The new rough mower will deliver a more consistent cut to the rough areas without scalping, and our new Sidewinder mower will provide a precision cut around the greens and bunkers.

Tee boxes will all be sanded, seeded, top-dressed, and rolled. Some of the tee boxes, such as those on holes #5



and #13, need special attention, and we will likely transplant sod from the driving range to those areas.

There are deep ruts on several holes where carts enter/exit the fairway. Those rutted areas will be leveled and we will use stakes and ropes to better direct traffic around the fairways to prevent future damage.

New 150-yard markers

Have you seen the new 150-yard markers? We installed white capped PVC pipes to show yardage and provide golfers with clear aiming points. If a ball lands near the markers, they can be easily removed if they obstruct stance and/or swing.

Practice area

We are implementing a new policy in an effort to protect the teeing ground on the driving range. High school teams who practice on the range from 3:00-5:00 p.m. will be required to use the mats only. We expect that this one change will make a big difference!

Irrigation

All of the sprinklers that were in the original design of the golf course are now functional. Many had become covered with sod and had to be dug out. Many more were broken and were replaced with new head units. Now, with three working pumps and plenty of pressure, we will be able to irrigate all parts of the course when the irrigation water arrives. This will allow us to seed areas that have not received water for a long time and extend the grass areas on the course. One example is the dry area left of the hole #6 green. Do you remember when there used to be grass there? It's coming back!

We've also repaired many of the irrigation access points around the course which will allow for spot watering of tees and greens.

Proper irrigation is a high priority and so we've assigned Pat LaFortune the role of Irrigation Specialist; his primary

responsibility is to ensure that all areas of the course are properly watered.

Clubhouse renovations

Renovations on the clubhouse will begin in mid-March. We plan to install new doors, lighting, and trim. Walls will be painted and some walls will be given a new façade.

The Pro Shop layout will change and will feature a larger desk with a display case and a small apparel corner. We plan to have a kiosk that allows visitors to order directly from Nike, Titleist, and Callaway.

In the café, we're planning to add new television screens and new furniture with softer seating. The snack bar counter will eventually be replaced with a full-service bar, however that installation will need to wait until the second phase of renovations, because it requires an extra round of permits and inspections.

The café will continue to serve beverages, snacks, and deli sandwiches during the renovation; however, the full café menu will not be served until the renovations are complete at the end of April.

Event Center is done!

Renovations on the Event Center are 99% complete and the facility is ready for use. Reservations are filling up quickly – there are already nine weddings booked for the Event Center in 2020!

Townhome project moving forward

Our original vision for the course remains unchanged – we intend to build a set of townhomes along the 18th fairway, modify the parking for the course, and eventually completely rebuild the clubhouse. Funding for these projects will come from sales of the townhomes.

Despite some initial obstacles, we've made great progress in clearing the path to move forward and we expect to receive final approval from the City Council when the plans come before them for the last time. The best-case scenario is that we'll be ready to break ground by mid-



June. The worst-case scenario is that we will need to wait until September. We expect that the townhomes will sell briskly – there are over 250 names on the list of people who are interested in the approximately 60 planned units.

The project will be executed in phases. Phase I will see the construction of about one-half of the townhomes on the southeastern end of the building zone. Phase II will complete the townhomes and re-establish the parking lot. A future Phase III will then focus on the demolition of the existing clubhouse and the construction of a brand new facility to include the pro shop, café, cart barn, meeting rooms, and possibly fitness and other recreation spaces.

Tournaments

We already have a number of tournaments planned for the 2020 golf season. Six of these will be organized by the Horn Rapids Players Club for its members (see schedule below). Several others will be organized by the golf course for public play, while still others will be hosted by various Tri-City organizations. Check out the Calendar page on the Horn Rapids website for more information (hornrapidsgolfcourse.com).

2020 Players Club Tournaments

April 11: Opening Scramble

May 9: Yellow Ball

July 4: Red, White, and Blue Member-Guest

August 22-23: Club Championship

September 19: Two-Player Better Ball

October 17: Closing Shamble

Not a member of the Players Club? You can join by registering at hornrapidsgolfcourse.com/players-club/

Canyon Lakes, Zintel Creek, and other clubs in a two-day stroke play competition. Each club will be guaranteed eight slots and the competition will be flighted by skill level. Dates and details are still TBD, but stay tuned for more information!

What you can do to help

As we endeavor to become the best destination course in the region, we could use some help from the players. First, be mindful of where you are driving your carts. Please keep carts out of the natural areas and away from the greens. Remember, if there isn't asphalt or grass under your wheels, you're probably in an area where you're not supposed to be. So set a good example for our visitors and feel free to politely challenge those who have wandered from the fairways and paved cart paths.

Secondly, please practice good golf course etiquette by replacing or sanding divots, repairing ball marks on greens, and picking up broken tees on the tee blocks and placing them in the green receptacles (broken tees wreak havoc with the mowers).

Lastly, we very much appreciate the volunteerism that has been a mainstay of Horn Rapids golf. Watch for the announcements for Volunteer Day on April 4 and consider, if you haven't already, participating in the Adopt-A-Hole program. Information and sign-up sheets are available in the clubhouse; there are several holes still available for adoption.

We thank you immensely for your consideration and contributions. Together we will achieve our vision of becoming the best destination golf course in the region.

The Horn Rapids View provides updates about the golf course, facilities, tournaments, and events at the Horn Rapids Golf Course. For questions or comments, contact the Horn Rapids Players Club at hornrapidsplayersclub@gmail.com

Copyright © 2020 Horn Rapids Golf Course

Yeah, but who's the best?

We're going to find out in 2020! Horn Rapids will be hosting a tournament that will crown one club as the Tri-City Champions. We will invite players from Horn Rapids, Columbia Point, Meadow Springs, Sun Willows,

Attachment 23



CITY OF RICHLAND NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING AND OPTIONAL DNS (PUD2021-101 & EA2020-133)

Notice is hereby given that HJBT Properties have filed an application for a 54-unit Planned Unit Development referred to as The Links Residence at Horn Rapids. The site is generally located at 2800 Clubhouse Lane, Richland, WA. The specific location of the proposed development is along the eastern boundary of the 18th hole of Horn Rapids Golf Course and south of the existing pro-shop.

The Richland Hearings Examiner will conduct a virtual public hearing and review of the application at 6:00 p.m., Monday, May 10, 2021. All interested parties are invited to participate in the virtual public hearing by visiting the City of Richland website (www.ci.richland.wa.us).

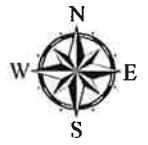
Environmental Review: The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance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

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 Boulevard, MS-35, Richland, WA 99352. Comments may also be emailed to mstevens@ci.richland.wa.us. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Written comments will be allowed to be submitted up to 6:00 p.m., Sunday, May 9, 2021. Written comments received after the cut-off time will not be accepted; however verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration, Title 23 Zoning and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Vicinity Map

Item: Planned Unit Development (Zoning)
Applicant: HJBT Properties
File #: PUD2020-101



Attachment 24

LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)
1	4,824	3,880	15	3,485	1,735	27	4,125	3,380
2	3,380	1,985	16	3,380	1,985	28	3,485	1,735
3	3,380	1,985	17	3,380	1,985	29	3,485	1,735
4	4,125	3,380	18	3,485	1,735	30	4,125	3,380
5	4,125	3,380	19	3,485	1,735	31	4,125	3,380
6	4,125	3,380	20	3,485	1,735	32	4,125	3,380
7	4,125	3,380	21	3,485	1,735	33	4,125	3,380
8	4,125	3,380	22	3,485	1,735	34	4,125	3,380
9	4,125	3,380	23	3,485	1,735	35	4,125	3,380
10	4,125	3,380	24	3,485	1,735	36	4,125	3,380
11	4,125	3,380	25	3,485	1,735	37	4,125	3,380
12	4,125	3,380	26	3,485	1,735	38	4,125	3,380
13	4,125	3,380	27	3,485	1,735	39	4,125	3,380
14	4,125	3,380	28	3,485	1,735	40	4,125	3,380
15	4,125	3,380	29	3,485	1,735	41	4,125	3,380
16	4,125	3,380	30	3,485	1,735	42	4,125	3,380
17	4,125	3,380	31	3,485	1,735	43	4,125	3,380
18	4,125	3,380	32	3,485	1,735	44	4,125	3,380
19	4,125	3,380	33	3,485	1,735	45	4,125	3,380
20	4,125	3,380	34	3,485	1,735	46	4,125	3,380
21	4,125	3,380	35	3,485	1,735	47	4,125	3,380
22	4,125	3,380	36	3,485	1,735	48	4,125	3,380
23	4,125	3,380	37	3,485	1,735	49	4,125	3,380
24	4,125	3,380	38	3,485	1,735	50	4,125	3,380
25	4,125	3,380	39	3,485	1,735	51	4,125	3,380
26	4,125	3,380	40	3,485	1,735	52	4,125	3,380
27	4,125	3,380	41	3,485	1,735	53	4,125	3,380
28	4,125	3,380	42	3,485	1,735	54	4,125	3,380
29	4,125	3,380	43	3,485	1,735	55	4,125	3,380
30	4,125	3,380	44	3,485	1,735	56	4,125	3,380
31	4,125	3,380	45	3,485	1,735	57	4,125	3,380
32	4,125	3,380	46	3,485	1,735	58	4,125	3,380
33	4,125	3,380	47	3,485	1,735	59	4,125	3,380
34	4,125	3,380	48	3,485	1,735	60	4,125	3,380
35	4,125	3,380	49	3,485	1,735	61	4,125	3,380
36	4,125	3,380	50	3,485	1,735	62	4,125	3,380
37	4,125	3,380	51	3,485	1,735	63	4,125	3,380
38	4,125	3,380	52	3,485	1,735	64	4,125	3,380
39	4,125	3,380	53	3,485	1,735	65	4,125	3,380
40	4,125	3,380	54	3,485	1,735	66	4,125	3,380
41	4,125	3,380	55	3,485	1,735	67	4,125	3,380
42	4,125	3,380	56	3,485	1,735	68	4,125	3,380
43	4,125	3,380	57	3,485	1,735	69	4,125	3,380
44	4,125	3,380	58	3,485	1,735	70	4,125	3,380
45	4,125	3,380	59	3,485	1,735	71	4,125	3,380
46	4,125	3,380	60	3,485	1,735	72	4,125	3,380
47	4,125	3,380	61	3,485	1,735	73	4,125	3,380
48	4,125	3,380	62	3,485	1,735	74	4,125	3,380
49	4,125	3,380	63	3,485	1,735	75	4,125	3,380
50	4,125	3,380	64	3,485	1,735	76	4,125	3,380
51	4,125	3,380	65	3,485	1,735	77	4,125	3,380
52	4,125	3,380	66	3,485	1,735	78	4,125	3,380
53	4,125	3,380	67	3,485	1,735	79	4,125	3,380
54	4,125	3,380	68	3,485	1,735	80	4,125	3,380
55	4,125	3,380	69	3,485	1,735	81	4,125	3,380
56	4,125	3,380	70	3,485	1,735	82	4,125	3,380
57	4,125	3,380	71	3,485	1,735	83	4,125	3,380
58	4,125	3,380	72	3,485	1,735	84	4,125	3,380
59	4,125	3,380	73	3,485	1,735	85	4,125	3,380
60	4,125	3,380	74	3,485	1,735	86	4,125	3,380
61	4,125	3,380	75	3,485	1,735	87	4,125	3,380
62	4,125	3,380	76	3,485	1,735	88	4,125	3,380
63	4,125	3,380	77	3,485	1,735	89	4,125	3,380
64	4,125	3,380	78	3,485	1,735	90	4,125	3,380
65	4,125	3,380	79	3,485	1,735	91	4,125	3,380
66	4,125	3,380	80	3,485	1,735	92	4,125	3,380
67	4,125	3,380	81	3,485	1,735	93	4,125	3,380
68	4,125	3,380	82	3,485	1,735	94	4,125	3,380
69	4,125	3,380	83	3,485	1,735	95	4,125	3,380
70	4,125	3,380	84	3,485	1,735	96	4,125	3,380
71	4,125	3,380	85	3,485	1,735	97	4,125	3,380
72	4,125	3,380	86	3,485	1,735	98	4,125	3,380
73	4,125	3,380	87	3,485	1,735	99	4,125	3,380
74	4,125	3,380	88	3,485	1,735	100	4,125	3,380

NOTES: * DENOTES MINIMUM LOT SIZE ** DENOTES LARGEST LOT SIZE LOT SIZE AVERAGE = 4,388 SQ. FT.

SITE ACREAGE & DENSITY

- TOTAL RESIDENTIAL SITE ACREAGE: 316.871 SQ. FT. (7.27 ACRES)
- TOTAL NUMBER OF DWELLING UNITS PROPOSED: 54
- PROPOSED DWELLING UNIT DENSITY: 54/7.27 ACRES = 7.43 DWELLING UNITS PER ACRE. ALSO SEE CITY NOTE 10.
- DWELLING UNIT DENSITY OF ADJACENT SUBDIVISIONS: 65.521 SQ. FT. (1.51 ACRES) 8 DWELLING UNITS / 1.51 ACRES = 5.30 DWELLING UNITS PER ACRE.

KEYED NOTES

- 20' WIDE PRIVATE DRIVE
- 20' DEEP RESIDENTIAL DRIVEWAY, TYPICAL
- RESIDENTIAL QUIET PARKING, 18' x 8' PARKING SPACES
- NEW 15'-0" WIDE ELECTRICAL EASEMENT
- EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 22' OUTSIDE AND 37' INSIDE
- 5' WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARD
- NEW 20' WIDE DRIVEWAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
- 20' DEEP MINIMUM TYPICAL DRIVEWAY
- GOLF CLUB HOUSE PARKING, 18' x 8' PARKING SPACES
- NEW RESIDENTIAL TOWN HOME: MAXIMUM LOT COVERAGE = 50% TYPICAL FOOTPRINT PER UNIT = 1,144 SQ. FT. TYPICAL LOT SIZE 100' x 32' = 3,488 SQ. FT. MAXIMUM BUILDING HEIGHT = 30'-0" MINIMUM FRONT YARD SETBACK = 15'-0" MINIMUM REAR YARD SETBACK = 20'-0" MINIMUM SIDE YARD SETBACK = 5'-0" MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE: ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
- 30' RADIUS EMERGENCY VEHICLE ACCESS AT TURNAROUND FOR DRIVEWAY PRIVATE ROADWAY
- HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STOPPING FOR REQUIREMENTS OF IAC 51-40 AND INTERNATIONAL BUILDING CODE

LANDSCAPED AREA



OVERALL ARCHITECTURAL SITE PLAN

1" = 50'-0"



ARCHIBALD & CO.
ARCHITECTS, P.S.
660 Symons Street
Richland WA 99354
p: 509. 946. 4189
f: 509. 943. 1796
www.archibald.design

P.U.D.
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

OVERALL ARCHITECTURAL
SITE PLAN

CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020 Dec 18
REVISION:

DRAWING:
A0.1

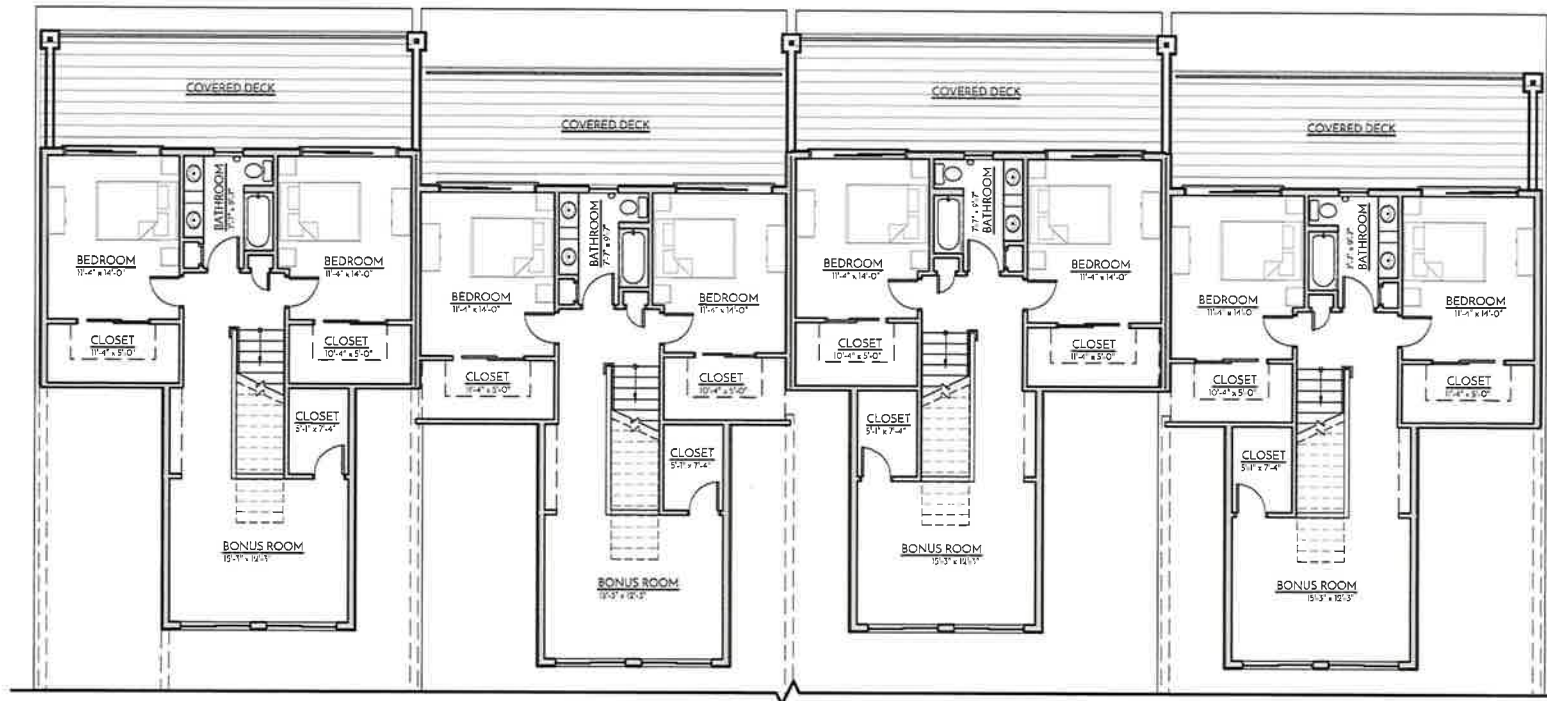


HORN RAPIDS TOWN HOMES - TYPE 'A' - FIRST FLOOR PLAN

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C²
ARCHITECTS, P.S.





SECOND FLOOR PLAN
(910 NET SQ. FT. PER UNIT)

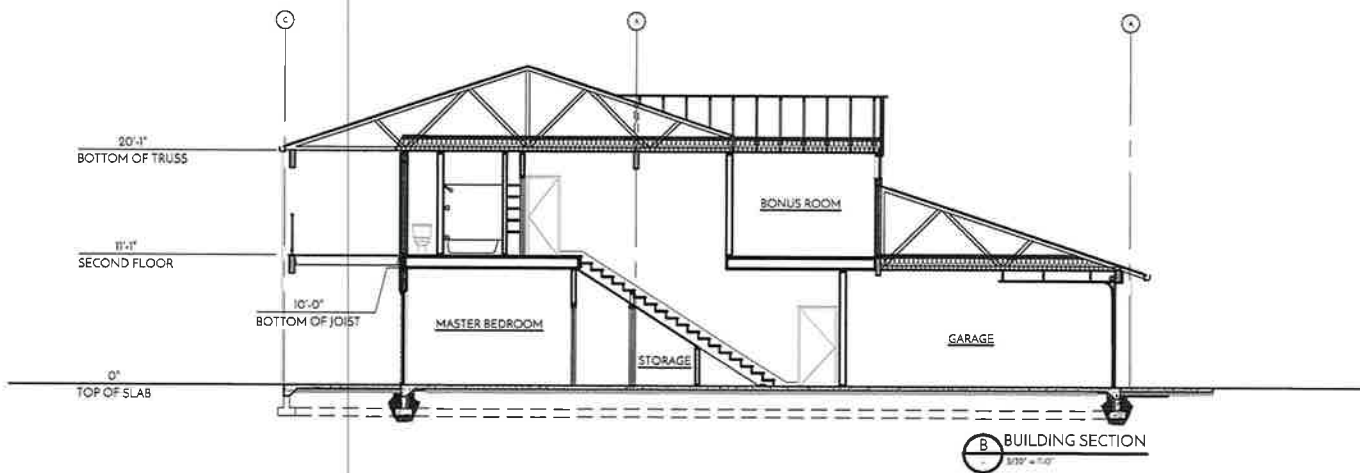
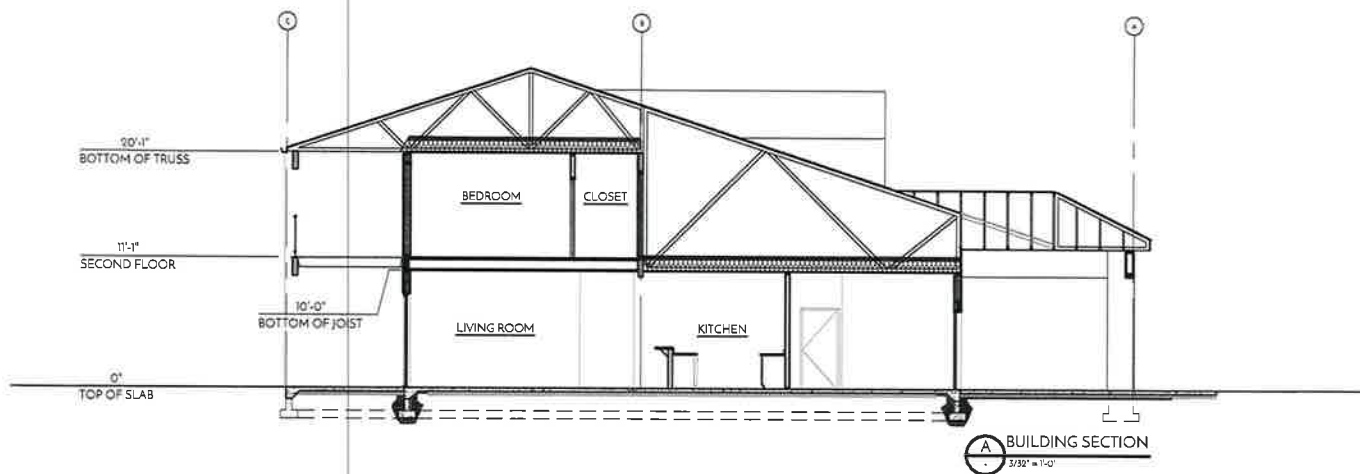
0 4' 8' 16'
SCALE: 3/32" = 1'-0"

HORN RAPIDS TOWN HOMES - TYPE 'A' - SECOND FLOOR PLAN

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C²
ARCHITECTS, P.S.





HORN RAPIDS TOWN HOMES - TYPE 'A' - BUILDING SECTIONS

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C²
ARCHITECTS, P.S.



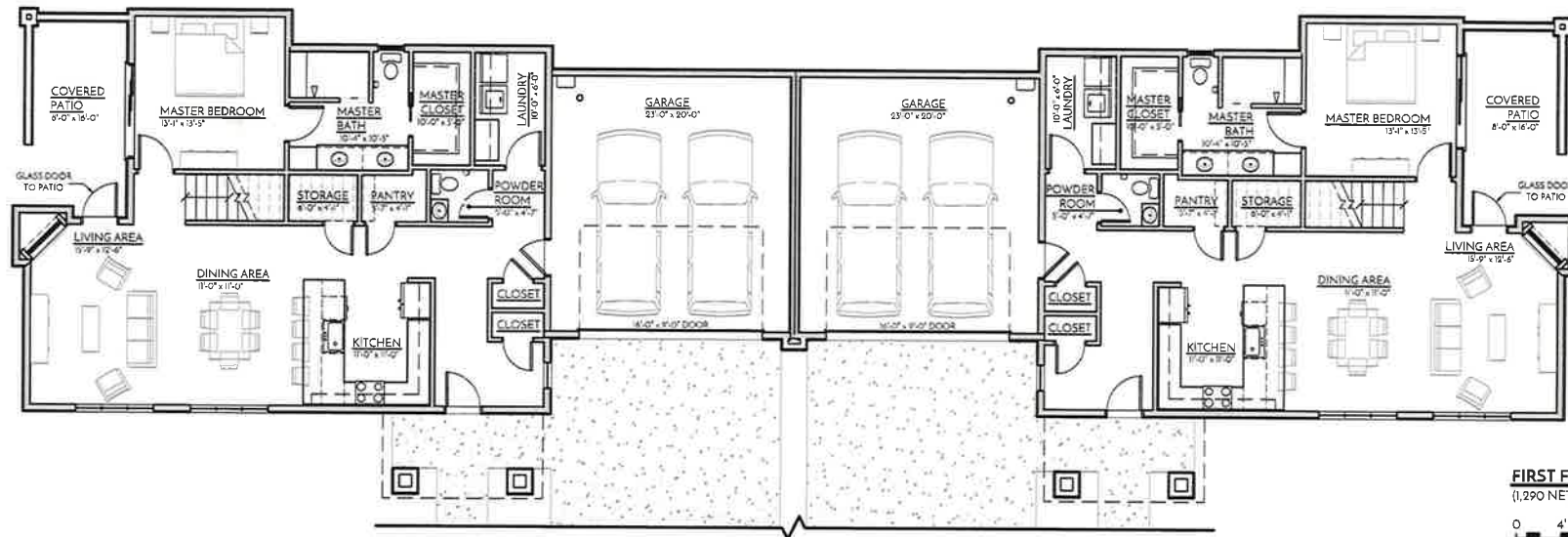
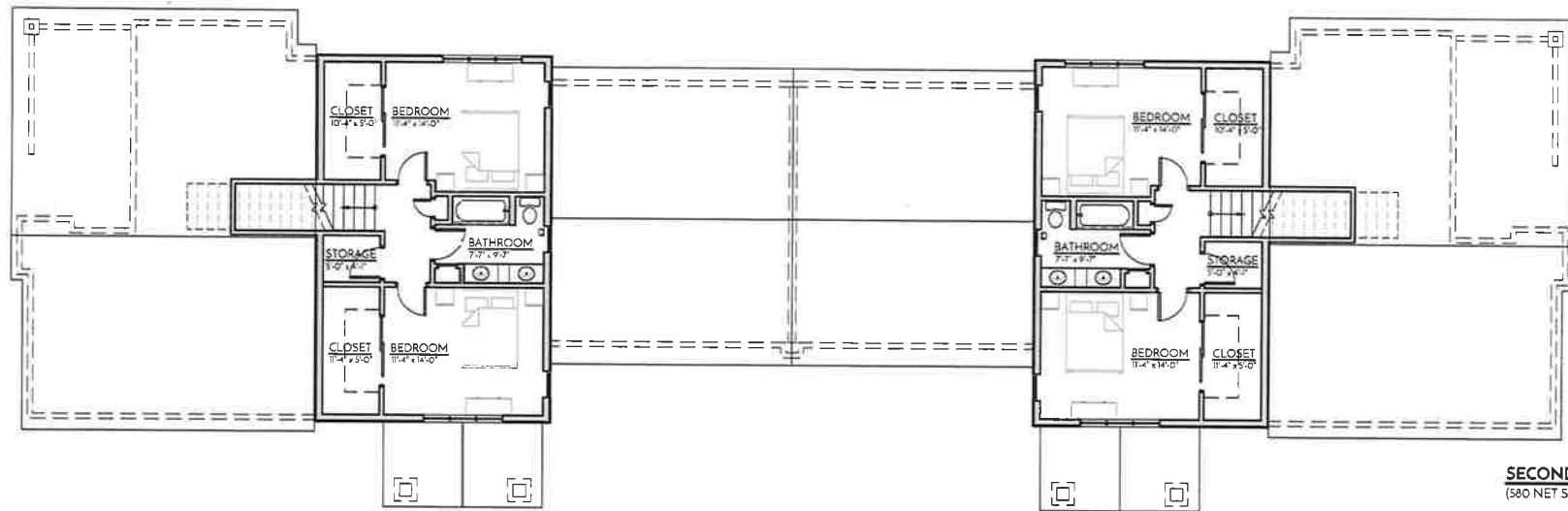
2017 JUL 04 4016



HORN RAPIDS TOWN HOMES - TYPE 'A' - RENDERINGS
HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.





HORN RAPIDS TOWN HOMES - TYPE 'B' - FIRST & SECOND FLOOR PLANS - OPTION 1

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



2019 JUL 08 - 4018

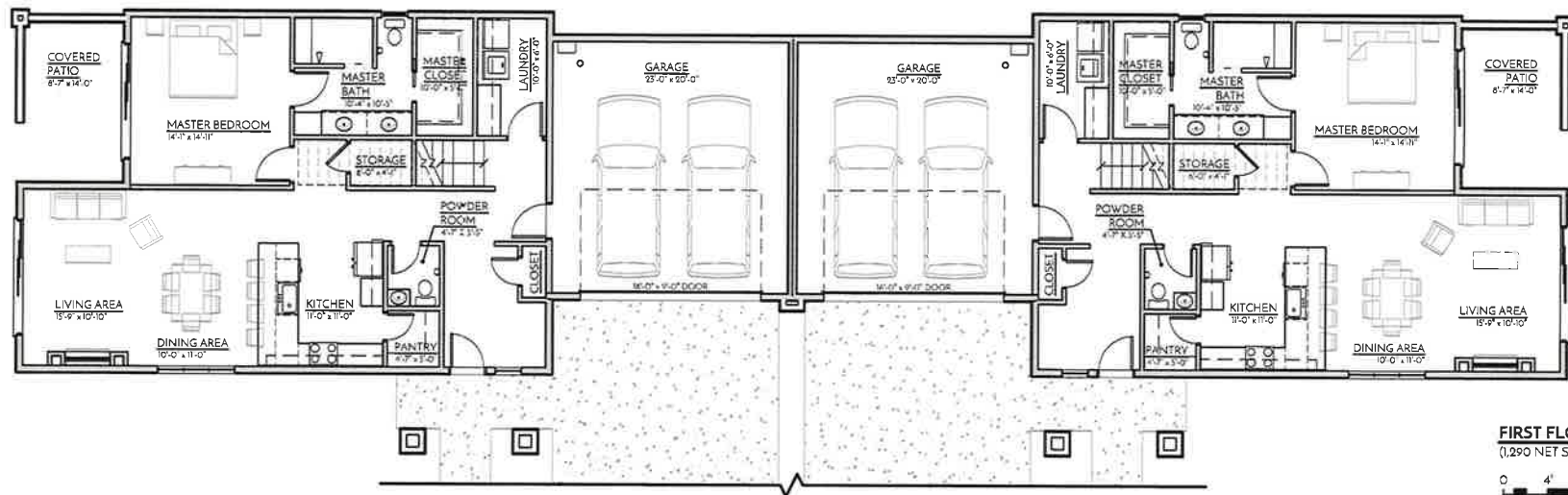
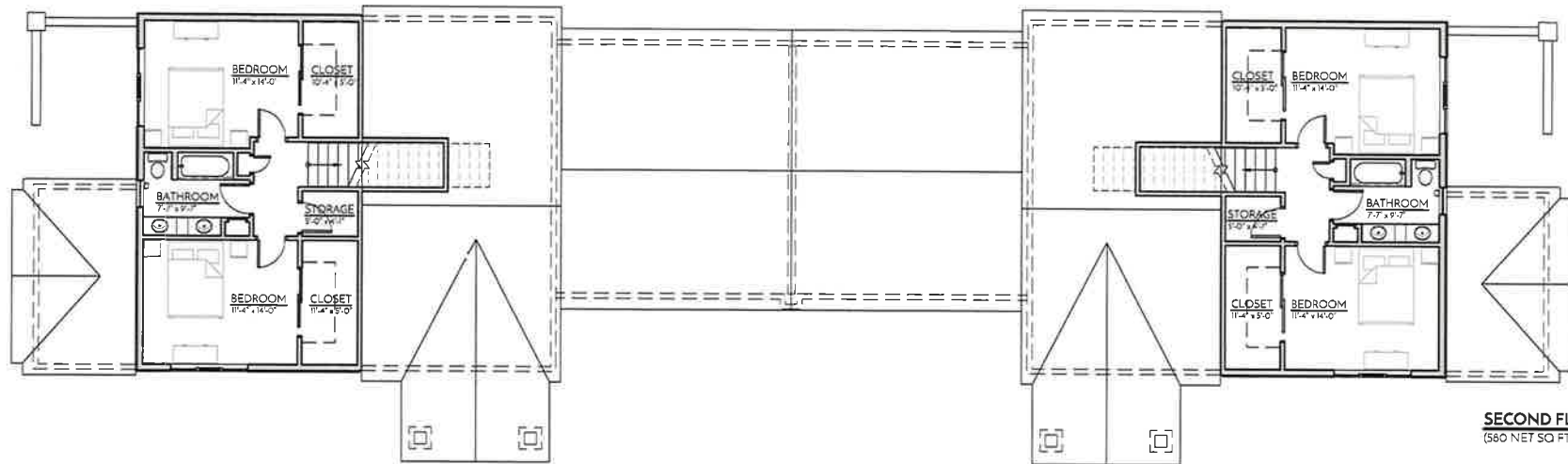


HORN RAPIDS TOWN HOMES - TYPE 'B' - RENDERING - OPTION 1
HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



TOWN / 08-10-18



HORN RAPIDS TOWN HOMES - TYPE 'B' - FIRST & SECOND FLOOR PLANS - OPTION 2

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C²
ARCHITECTS, P.S.



2019.12.18 4010



HORN RAPIDS TOWN HOMES - TYPE 'B' - RENDERING - OPTION 2

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



Attachment 25

May 5, 2021

Steve Lorence
Janal Lorence
2858 Crosswater Loop
Richland, WA 99354

Re: Current Market Analysis

Dear Steve and Janal,

I have been a licensed Real Estate Broker in the state of Washington for 12 years. All of that time my area of focus has been the Tri Cities area. We have grown tremendously in the past several years and continue to grow. Home values are definitely on the rise as the inventory is at record lows. Horn Rapids has become a very desirable area with new growth, the desire for recreation and more community development.

Taking that into consideration to help place a value on your home which on the MLS was advertised as "Home on the 18th Fairway," and "Beautiful Pahlisch Home on the golf course." I would place an approximate price range at between \$520,000. and \$540,000. This of course is a range that, includes the value of being on the golf course.

If the proposed Horn Rapids Town Homes are to be approved and built blocking you from the golf course frontage and location on the 18th fairway like the plans show, the value could be considerably less. The way I see the plans for the Town Homes, it will remove the frontage/fairway and add a turnaround directly at your backyard with lights into your private main floor master suite. The fencing that was required for a golf course frontage would not be adequate to maintain any sense of privacy and take away the enjoyment and use of your backyard.

I would be very unhappy and disappointed as I know you and your neighboring home owners are with the planned development taking away from the value and enjoyment of your homes.

Please feel free to contact me if you have any further questions or if I can be of further assistance.

Respectfully,



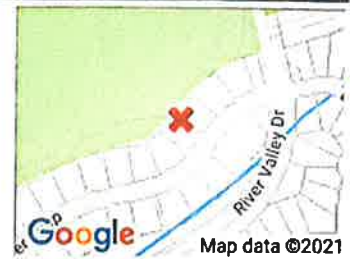
Vicki Wright
Berkshire Hathaway HomeServices Tri Cities Real Estate

ALL FIELDS DETAIL



MLS # 181174
Status Sold
Type Single Family
County Benton
Address 2858 Crosswater Loop
Headline Master on Main, Great Room, Home on 18th fairway
City Richland
State WA
Zip 99354
Class RESIDENTIAL
Asking Price \$397,500
Sale/Rent For Sale
Virtual Tour Virtual Tour

Bedrooms 4
Total Baths 3
Style 1 2 Story
Style 2 Other
Garage Capacity Three
New New Complete
Ever Occupied No



GENERAL

VOW Include	Yes	VOW Address	Yes
VOW Comment	Yes	VOW AVM	Yes
Number of Acres	0.1700	FIPS Code	53005
IMAPP Address	2858+Crosswater Loop	Agent	Robert Moon - CELL: 509-205-9157
Listing Office 1	Coldwell Banker Tomlinson - Main: 509-783-4147	Listing Agent 2	
Listing Office 2		List Team	
Compensation: SA	2.5	Comp. Variable (Y/N)	No
Listing Type	Exclusive Right	Excluded Buyer Y/N	
Owner	Pahlisch Homes, Inc	Owner Phone	
Occupant	VACANT/ NEW BUILD	Occupant Phone	509-205-9157
Listing Date	3/8/2012	Expiration Date	
Subdivision	HORN RAPIDS	Neighborhood	Richland North
Total SQFT	2,826	Finished SQFT	2,826
Below Grade SQFT	0	Lot Dimensions	IRR
School District	Richland	Living Room Size	18x13
Living Room Location	Upper	Dining Room Size	12x11
Dining Room Location	MAIN	Den/Study Size	
Den/Study Location		Family Room Size	15x18
Family Room Location	MAIN	Kitchen Size	20x13
Kitchen Location	MAIN	Utility Room Size	
Utility Room Location		Bedroom 1 Size	13x17
Bedroom 1 Location	MAIN	Bedroom 2 Size	11x13
Bedroom 2 Location	UPPER	Bedroom 3 Size	10x11
Bedroom 3 Location	UPPER	Bedroom 4 Size	12x14
Bedroom 4 Location	MAIN	Bedroom 5 Size	
Bedroom 5 Location		Bedroom 6 Size	
Bedroom 6 Location		# of Full Baths	2
# of 3/4 Baths	1	# of 1/2 Baths	0
Garage Dimensions	3+	Year Built	2012
Zoning Type	SINGLE FAMILY R	Sale Includes	Cooktop, Venthood, Walloven, M/W, D/W, G/D
Cross Street		New Construction (Y/N)	Yes
Proposed New Const. Start Date	2/1/2012	Proposed New Const. End Date	6/30/2012
Tax Parcel #	128083030000004	Directions	Horn Rapids, L River Valley, R Crosswater Loop
Off Market Date		Associated Document Count	7
Cumulative DOM	264	Lock Box	Yes
Lock Box Serial#	30077637	Latitude	
Longitude		Search By Map	
Tax ID	53005	Update Date	1/14/2018
Status Date	1/15/2013	HotSheet Date	1/15/2013
Price Date	1/15/2013	Input Date	3/8/2012 1:13 PM
Original Price	\$410,000	Agent Hit Count	
Client Hit Count		Days On MLS	264
Days On Market	264	Price Per Sqft	\$138.62

MLS #: 181174

05/06/2021 12:08 PM

Page 1 of 3

GENERAL

Lot Sq Ft		Basement	
Tax Open Spaces		Park Name	
Make/Model		Serial #/VIN	
Rules Y/N		Application Y/N	
Unit/Space #		Lock Box Location	
Distressed Property		Original MLS ID	
Originating MLS	Tri City	Space Rent	
Sellers Title Ins. Co		IDX Include	Y
Insp/Feasibility Duration		Bump Period	
Auction		Percentage of Finished Below-Grade	
Bankowned/REO		Square Footage	
Builder Name		HUD	
Picture Count	1	Geocode Quality	
Comments / Concessions	Not Disclosing Concession	Sold Price Per SQFT	\$138.62
Update Date	1/14/2018 11:02 PM	Input Date	3/8/2012 1:13 PM

FEATURES

APPLIANCES	FLOORING	POOL	STREET/ROAD INFO
Cook Top	Carpet	Community Pool	Curbs
Dishwasher	FOUNDATION/CONST	Gunite/Concrete	Paved
Garbage Disposal	Concrete	Heated Solar	Sidewalks
Microwave Oven	Crawl Space	In Ground	Street Lights
Oven	GARAGE/PARKING	Membership Included	UTILITIES
Refrigerator	Attached	PROPERTY DESCRIPTION	Appliances-Electric
AVAILABLE FINANCING	Door Opener	Building Restrictions	Appliances-Gas
Cash	Finished	Frontage - Golf Course	Cable
Conventional	See Remarks	Located in City Limits	Electric
FHA	HVAC	No Manuf Homes	Gas
VA	Forced Air	Open Space (Ag)	WATER/SEWER
CONSTR. TYPE/EXTERIOR	Gas - Heating	Plat Map - Recorded	Water - Public
Rock	Central Air	View	Sewer - Connected
Stucco	INTERIOR	ROOF	WINDOWS
Concrete Board	Ceiling - Coffered	Comp Shingle	Windows - Double
CLOSING/POSSESSION	Ceiling - Vaulted	ROOMS	Windows - Vinyl
Closing	Skylight(s)	Bath - Master	
EXTERIOR FEATURES	IRRIGATION SYSTEM	Breakfast Bar	
Patio/Covered	Entire Property	Dining - Kitchen/Combo	
Irrigation	UGS Timed	Room - Bonus	
FIREPLACE/FREESTAND STOVE	Connected	Master - Main Level	
1		Room - Great	
FP - "0" Clear		Tub - Garden	
FP - Gas		Room - Utility	
		Walk In Closet(s)	

FINANCIAL

HOA/Condo Fees	110Q	LID Amount Owed	
Irrigation Assmt	197Y	Annual Taxes	TBD
Tax Year	2012	Lease Option (Y/N)	No
Special Tax Desig. (Y/N)	No	1031 Exchange (Y/N)	No
Financing Remarks	Cash, Conv, FHA, VA		

SOLD STATUS

How Sold	Conventional	Contract Date	11/27/2012
Closing Date	1/15/2013	Sold Price	\$391,750
Selling Agent 1	Janet W Karback - CELL: 509-430-4200	Selling Office 1	Coldwell Banker Tomlinson - Main: 509-783-4147
Selling Agent 2		Selling Office 2	
Sell Team		Days Under Contract	
Closing Agent	Stewart	Appraiser	TSI Apprsl

AGENT CONF. REMARKS

Agent Conf. Remarks (CW Lot 4 "Mackenzie") Beautiful Pahlisch Home on the golf course. This home has a master on the main and a guest suite on the main floor. 2 bedrooms upstairs, a small loft/gallery area with built in desk and a large Bonus Room upstairs. This home also has an oversized garage and the 3rd bay has a 10'x10' door and is 28' deep. The 2 car bay has a 16'x8' door. "The Mackenzie Plan by Pahlisch Homes." Please use Stewart Title and Escrow Jen Clappitt. No commissions paid on cash concessions.

PUBLIC REMARKS

Public Remarks Beautiful Pahlisch Home on the golf course. This home has a master on the main and a guest suite on the main floor. 2 bedrooms upstairs, and a large bonus room upstairs, a loft/gallery area featuring built in desk . This home also has an oversized garage and the 3rd bay has a 10'x10 'door and is 28' deep. The 2 car bay has a 16'x8' door. "The Makenzie Plan by Pahlisch Homes." Refridgerator is included in the sale.

SYNDICATION REMARKS

Syndication Remarks

DISCLAIMER

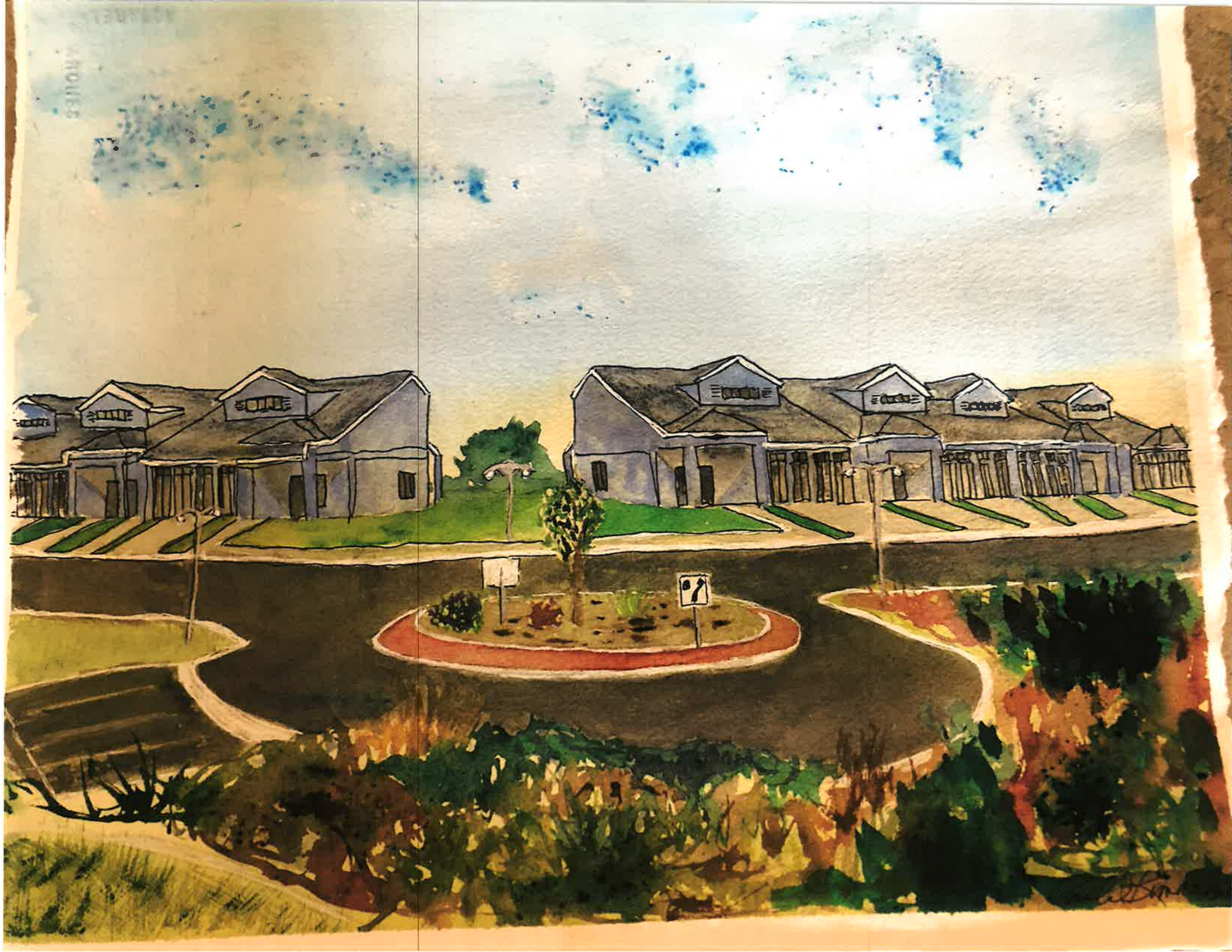
This information is deemed reliable, but not guaranteed and should be independently verified.

Attachment 26











Tim & Michele McLain

2876 Crosswater Loop
Richland, WA 99354
mclain180@me.com

May 9, 2021

Mr. Mike Stevens
625 Swift Boulevard, MS-35
Richland, WA 99352

Dear Mr. Stevens,

This letter addresses the proposed Planned Unit Development known as The Links at Horn Rapids. While we support the Applicant's stated goal of maintaining a vibrant and successful golf course, we do not support the proposed design of the development. The current plan shows two-story townhomes, driveways, and roads with their associated street lights being built within feet of our home. This will severely reduce our quality of life, eliminate the natural environment that attracts a variety of birds and other wildlife, as well as decimate the property value of our house.

We purchased our home in September of 2020. It was important to us to find a home that provided a view, did not back up to other houses, and was not encircled by a privacy fence or wall. We paid a premium for this property because of the golf course view and the quality of life that it would provide. During our house-hunting, which was done virtually because of the pandemic, we passed on multiple, less expensive houses that had similar floor plans and square footage but did not provide the openness and golf course views that we found so appealing in our current home.

Since moving in, we have greatly enjoyed watching the golfers, but even more so, the vast variety of birds that live in the natural area behind our home. It is not uncommon to see five or six different species of birds at the same time. The most entertaining are the quail that live in the sage bushes and come to our bird feeders. Without maintaining a "green belt" between our home and the proposed development, most of this will be lost.

As stated earlier, we paid a premium for our home because of the unrestricted golf course view. If allowed to move forward as currently planned, this new development

will have a major impact on the value of our home. We have seen estimates from other neighbors whose homes will also be impacted that show values could decrease by \$30,000 to \$40,000. Allowing this to happen to eight property owners who purchased their homes in good faith with the understanding that the City of Richland had designated that land as unbuildable is not right. Having just purchased our home last year, this will put us underwater on our mortgage.

Our understanding is the Applicant has stated that the profits from these townhomes will be used to upgrade the golf course. Having never met him, we will take him at his word. These profits, however, are being generated, in part, at our expense. If the City Council approves the Applicant's plan as presented, it would be the equivalent of assessing a \$30K - \$40K fee on each of the homeowners directly affected by this project to pay for upgrades to a privately owned golf course.

We want to reemphasize that we want Horn Rapids and the golf course to prosper. That is in everyone's best interest. We think that this can be achieved if the Applicant is willing to compromise or the City Council places limits on the development. To maintain our property value and quality of life, we request allowing the development to move forward with the following adjustments: reduce the number of units being built by eliminating lots 19-32, eliminate the proposed turn-around that abuts the Crosswater homes, and retain the pond that is currently on the site. By making these adjustments, the Applicant still benefits from the development, the current homeowners maintain their golf course views, there is or will be a natural "green belt" between the Crosswater homes and the new townhomes, and property values and quality of life are not sacrificed.

Thank you for considering our concerns.

Handwritten signatures of Tim and Michele McLain in black ink.

Tim & Michele McLain

COVER LETTER

TO: Mike Stevens, City of Richland

FROM: Homeowners, Prestwick Community, Horn Rapids

DATE: 5/6/21

RE: Golf Course Development

Please see attached letters from Prestwick Homeowners. Some homeowners do not have a computer or access to email so they were unable to convey their concerns directly. The list below reflects people who are against the golf course expansion as currently presented.

Steve Conway

Kathy Conway

Judith Thomas

David Newman

Barbara Aftanas

Rob Meyers

Eileen Griffin

Jonathan Ray

Phyllis Ramos

Dear Mr. Stevens and Richland City Council Members,

I am a resident of the Prestwick community within Horn Rapids, and I would like to voice my concerns about the development currently planned by the golf course owner. We very recently became aware of plans that are far too intrusive for a community like ours.

When I purchased my home, I was never told that the golf course could be used as development property. There has been a master plan in place for Horn Rapids that does not include building homes on the golf course. I do not think it should be allowed and certainly not the volume of homes proposed.

The concerns our community has are several.

- The beauty of the Prestwick community includes natural desert land, trees and the ponds. The development would eliminate most of that and replace it with buildings and parking lots. That is a huge loss to us.
- Prestwick is the first community from the entrance to Horn Rapids. With the proposed 54 additional homes, we can expect a potential of over 100 or more people coming and going through our entrance. The additional number of people would be overwhelming. Traffic will back up into Prestwick and we can anticipate that those late for work will speed through our side street to avoid the congestion on River Park. This will become extremely dangerous for those of us who live here.
- The golf course expansion plans include a large parking lot built right up to just a few yards from the back door of many of our homes. Rather than peaceful evenings, we can anticipate late nights (the restaurant stays open until 11pm) and loud noise with people leaving the restaurant to get to their cars in the parking lot, just a few yards from Prestwick homes.
- We will have no rights even to request a noise reduction or compliance with any rules or courtesy as the HOA will have no authority over the parking lot, the clubhouse, or even the homes owned by the golf course.
- The parking lot, overcrowded pool and pic-nic area and the congestion with the large number of new residents will ruin the quality of life for people in this community. Congestion, noise, traffic – all things we thought we avoided by moving to Horn Rapids.
- The lifestyle that we will be subject to will not only detract from our quality of life, but it will also detract from our home values. Who will even want to buy a home in the middle of this chaos, congestion, and crowding? Who wants to live a few yards from a large parking lot with lights?
- Some have suggested those of us impacted by the golf course should just move. For many of us, it is not that easy. We will simply have to remain in our house, watching our home values decline along with our quality of life.

I respectfully request that you **NOT** approve the golf course development plan.

David Newman
Signature

David Newman 5/5/21
Printed Name and Date

Thanks a lot - D.H.

Dear Mr. Stevens and Richland City Council Members,

I am a resident of the Prestwick community within Horn Rapids, and I would like to voice my concerns about the development currently planned by the golf course owner. We very recently became aware of plans that are far too intrusive for a community like ours.

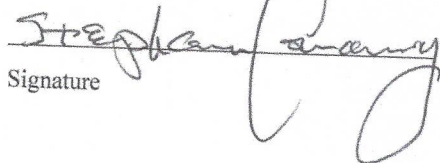
When I purchased my home, I was never told that the golf course could be used as development property. There has been a master plan in place for Horn Rapids that does not include building homes on the golf course. I do not think it should be allowed and certainly not the volume of homes proposed.

The concerns our community has are several.

- The beauty of the Prestwick community includes natural desert land, trees and the ponds. The development would eliminate most of that and replace it with buildings and parking lots. That is a huge loss to us.
- Prestwick is the first community from the entrance to Horn Rapids. With the proposed 54 additional homes, we can expect a potential of over 100 or more people coming and going through our entrance. The additional number of people would be overwhelming. Traffic will back up into Prestwick and we can anticipate that those late for work will speed through our side street to avoid the congestion on River Park. This will become extremely dangerous for those of us who live here.
- The golf course expansion plans include a large parking lot built right up to just a few yards from the back door of many of our homes. Rather than peaceful evenings, we can anticipate late nights (the restaurant stays open until 11pm) and loud noise with people leaving the restaurant to get to their cars in the parking lot, just a few yards from Prestwick homes.
- We will have no rights even to request a noise reduction or compliance with any rules or courtesy as the HOA will have no authority over the parking lot, the clubhouse, or even the homes owned by the golf course.
- The parking lot, overcrowded pool and pic-nic area and the congestion with the large number of new residents will ruin the quality of life for people in this community. Congestion, noise, traffic – all things we thought we avoided by moving to Horn Rapids.
- The lifestyle that we will be subject to will not only detract from our quality of life, but it will also detract from our home values. Who will even want to buy a home in the middle of this chaos, congestion, and crowding? Who wants to live a few yards from a large parking lot with lights?
- Some have suggested those of us impacted by the golf course should just move. For many of us, it is not that easy. We will simply have to remain in our house, watching our home values decline along with our quality of life.

I respectfully request that you **NOT** approve the golf course development plan.

2540 Prestwick Drive


Signature

Stephen Conaway May 5, 2021
Printed Name and Date

Dear Mr. Stevens and Richland City Council Members,

I am a resident of the Prestwick community within Horn Rapids, and I would like to voice my concerns about the development currently planned by the golf course owner. We very recently became aware of plans that are far too intrusive for a community like ours.

When I purchased my home, I was never told that the golf course could be used as development property. There has been a master plan in place for Horn Rapids that does not include building homes on the golf course. I do not think it should be allowed and certainly not the volume of homes proposed.

The concerns our community has are several.

- The beauty of the Prestwick community includes natural desert land, trees and the ponds. The development would eliminate most of that and replace it with buildings and parking lots. That is a huge loss to us.
- Prestwick is the first community from the entrance to Horn Rapids. With the proposed 54 additional homes, we can expect a potential of over 100 or more people coming and going through our entrance. The additional number of people would be overwhelming. Traffic will back up into Prestwick and we can anticipate that those late for work will speed through our side street to avoid the congestion on River Park. This will become extremely dangerous for those of us who live here.
- The golf course expansion plans include a large parking lot built right up to just a few yards from the back door of many of our homes. Rather than peaceful evenings, we can anticipate late nights (the restaurant stays open until 11pm) and loud noise with people leaving the restaurant to get to their cars in the parking lot, just a few yards from Prestwick homes.
- We will have no rights even to request a noise reduction or compliance with any rules or courtesy as the HOA will have no authority over the parking lot, the clubhouse, or even the homes owned by the golf course.
- The parking lot, overcrowded pool and pic-nic area and the congestion with the large number of new residents will ruin the quality of life for people in this community. Congestion, noise, traffic – all things we thought we avoided by moving to Horn Rapids.
- The lifestyle that we will be subject to will not only detract from our quality of life, but it will also detract from our home values. Who will even want to buy a home in the middle of this chaos, congestion, and crowding? Who wants to live a few yards from a large parking lot with lights?
- Some have suggested those of us impacted by the golf course should just move. For many of us, it is not that easy. We will simply have to remain in our house, watching our home values decline along with our quality of life.

I respectfully request that you **NOT** approve the golf course development plan.

2540 Prestwick Dr

Kathleen A. Conway
Signature

Kathleen A. Conway
Printed Name and Date

May 5, 2021

Dear Mr. Stevens and Richland City Council Members,

I am a resident of the Prestwick community within Horn Rapids, and I would like to voice my concerns about the development currently planned by the golf course owner. We very recently became aware of plans that are far too intrusive for a community like ours. When I purchased my home, I was never told that the golf course could be used as development property. There has been a master plan in place for Horn Rapids that does not include building homes on the golf course. I do not think it should be allowed and certainly not the volume of homes proposed. The concerns our community has are several.

- The beauty of the Prestwick community includes natural desert land, trees and the ponds. The development would eliminate most of that and replace it with buildings and parking lots. That is a huge loss to us.
- Prestwick is the first community from the entrance to Horn Rapids. With the proposed 54 additional homes, we can expect a potential of over 100 or more people coming and going through our entrance. The additional number of people would be overwhelming. Traffic will back up into Prestwick and we can anticipate that those late for work will speed through our side street to avoid the congestion on River Park. This will become extremely dangerous for those of us who live here.

- The golf course expansion plans include a large parking lot built right up to just a few yards from the back door of many of our homes. Rather than peaceful evenings, we can anticipate late nights (the restaurant stays open until 11pm) and loud noise with people leaving the restaurant to get to their cars in the parking lot, just a few yards from Prestwick homes.

- We will have no rights even to request a noise reduction or compliance with any rules or courtesy as the HOA will have no authority over the parking lot, the clubhouse, or even the homes owned by the golf course.

- The parking lot, overcrowded pool and pic-nic area and the congestion with the large number of new residents will ruin the quality of life for people in this community. Congestion, noise, traffic – all things we thought we avoided by moving to Horn Rapids.
- The lifestyle that we will be subject to will not only detract from our quality of life, but it will also detract from our home values. Who will even want to buy a home in the middle of this chaos, congestion, and crowding? Who wants to live a few yards from a large parking lot with lights?

- Some have suggested those of us impacted by the golf course should just move. For many of us, it is not that easy. We will simply have to remain in our house, watching our home values decline along with our quality of life. I respectfully request that you NOT approve the golf course development plan.

Judith Thomas _____ May 6,
2021 _____ Signature Printed Name and Dat

Dear Mr. Stevens and Richland City Council Members,

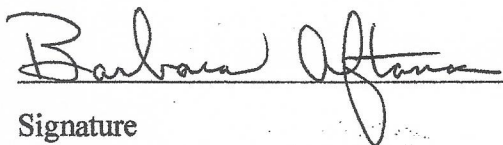
I am a resident of the Prestwick community within Horn Rapids, and I would like to voice my concerns about the development currently planned by the golf course owner. We very recently became aware of plans that are far too intrusive for a community like ours.

When I purchased my home, I was never told that the golf course could be used as development property. There has been a master plan in place for Horn Rapids that does not include building homes on the golf course. I do not think it should be allowed and certainly not the volume of homes proposed.

The concerns our community has are several.

- The beauty of the Prestwick community includes natural desert land, trees and the ponds. The development would eliminate most of that and replace it with buildings and parking lots. That is a huge loss to us.
- Prestwick is the first community from the entrance to Horn Rapids. With the proposed 54 additional homes, we can expect a potential of over 100 or more people coming and going through our entrance. The additional number of people would be overwhelming. Traffic will back up into Prestwick and we can anticipate that those late for work will speed through our side street to avoid the congestion on River Park. This will become extremely dangerous for those of us who live here.
- The golf course expansion plans include a large parking lot built right up to just a few yards from the back door of many of our homes. Rather than peaceful evenings, we can anticipate late nights (the restaurant stays open until 11pm) and loud noise with people leaving the restaurant to get to their cars in the parking lot, just a few yards from Prestwick homes.
- We will have no rights even to request a noise reduction or compliance with any rules or courtesy as the HOA will have no authority over the parking lot, the clubhouse, or even the homes owned by the golf course.
- The parking lot, overcrowded pool and pic-nic area and the congestion with the large number of new residents will ruin the quality of life for people in this community. Congestion, noise, traffic – all things we thought we avoided by moving to Horn Rapids.
- The lifestyle that we will be subject to will not only detract from our quality of life, but it will also detract from our home values. Who will even want to buy a home in the middle of this chaos, congestion, and crowding? Who wants to live a few yards from a large parking lot with lights?
- Some have suggested those of us impacted by the golf course should just move. For many of us, it is not that easy. We will simply have to remain in our house, watching our home values decline along with our quality of life.

I respectfully request that you **NOT** approve the golf course development plan.


Signature

Barbara Aftanas
Printed Name

From: [Stew Stone](#)
To: [Stevens, Mike](#)
Cc: [Stew Stone](#); [ONeill, Shane](#)
Subject: Response to PUD Application #PUD2021-101
Date: Friday, May 7, 2021 4:07:18 PM
Attachments: [HOA CC&R's Sixth Amendment 1.29.18.pdf](#)
[HOA CC&R's Legal Description Boundary Map AFN-94-18376-Parcel-Approx-Outlines.pdf](#)
[HOA Rules and Regulations Dec 2019 .pdf](#)
[Golf Course License Agreement with Legal Description 2003.pdf](#)
[Golf Course House Covenant with City Declaration Recorded on golf course.pdf](#)
[Golf Course Reconveyance with City Memo for Legal Description 2005.pdf](#)
[Golf Course Declaration of restrictive covenant missing legal description July 2005.pdf](#)
[HOA CC&R's with 6 Amendments .pdf](#)
[ICC Application page and Instructions 4 pages June 2016.pdf](#)
[ICC Builder Addendum 1 Rules & Regs & Development Standards 9.12.17.pdf](#)
[image0.jpeg](#)
[image1.jpeg](#)

May 7th, 2021

Sent Via Email
Mr. Mike Stevens
Planning Manger
City of Richland, Development Services
[625 Swift Blvd](#)
[Richland, Washington 99352](#)

RE: Public comment on proposed PUD Application No. PUD2021-101 on property commonly known as [2800 Clubhouse Ln](#), adjacent to Crosswater, Horn Rapids Master Plan Community.

Dear Mr Stevens;

Please find attached letter and exhibits regarding my statement in opposition to the proposed PUD application along with what I would propose as a reasonable compromise. I have included historical information to be placed on the record for future proceedings.

This information has been gathered from personal experience over 15 years from numerous discussions from various People involved in the development of the Horn Rapids Master Plan Community while recognized as the Horn Rapids Declarant/ Developer from 2003-2019 aka North Stone Richland LLC.

In 1993 a Master Plan was adopted by the City of Richland and the City selected Murry Franklin from Seattle, as the Developer AKA Columbia Triangle Ventures, for the housing development portion and Tenaka for the Golf Course Development. Work began in 1995 and 1995 era,.... monetary Payments to the Contractor hired to construct the Golf Course were not made and the Golf Course Developer (Tenaka) left the Country. This forced the Contractor to file for protection under his Mechanics Lien Rights. Contractor filed a Lien on the golf course property and pursued legal action (Benton County Superior Court Case number 99-2-00895-0 and docket number 04-1103) to seize the property so he could finish the work with his own private funds and recoup the losses by selling the Golf Course at a later time. At that same time a Local Improvement District (LID) Lien amount of approx \$2 million was also a Lien on the Golf Course Property.

Now the Golf Course property had a large financial burden placed on the property and the Contractor continued his legal process which lasted for Approx 7 years. Very little home

construction occurred during this 7 year period. When the Court handed down its Ruling it was 220/2003 time frame. The Contractor and the City agreed to have Contractor keep possession of the property under a License Agreement to operate & maintain the Golf Course under its present condition which had been fully developed prior to that point in time. Additional agreements were in place between the City and the Contractor which provided for the LID to be removed in the future and the Contractor to be granted the Golf Course Property as long as the Declaration of Restrictive Covenant for Use was Recorded.

In Summer of 2003, I received a call from a local Tri-Cities Real Estate Broker who I had worked with for 15 years in Oregon before he moved to Tri-Cities. He requested that I come to Tri-Cities and look at the property know as Horn Rapids Master Planned Community because it was placed on the Market to be sold. Over the next 7-10 days I met with the City, toured the Tri-Cities, drove to Seattle to discuss the purchase of Murry Franklin's Rights and Property and then drove to Puyallup to meet with the Contractor who was the actual owner operator of the golf course business. Based upon information provided to me by the City, which included the License Agreement which would be entered into with the Golf Course, until the LID would be removed, when at that time the property would be conveyed to the Contractor with the agreement that the appropriate Deed restriction be recorded on the golf course property, I entered into a purchase contract to buy the property from the City as well as a contract to buy the property from Murry Franklin.

Bill King, former Acting City Manager and Assistant City Manager had explained the existing Golf Course Improvements will define the boundaries of the golf course and the remaining property would be available for me to purchase and develop. There were residential zoned areas suspected of encroachments from golf course improvements having been constructed on them that would need to have Boundary Lines surveyed before we purchased certain sections. City stated that they had began the process of having the property boundaries correctly surveyed to provide me with accurate property boundaries that I could then design our future subdivision developments. As surveys concluded, the golf course contractor had indeed constructed & expanded the golf course improvements in the 1995 -1996 era beyond some of the golf course property lines when they constructed certain Fairway sections and the former the Mirage Miniature Putting Greens near Crosswater. The rationale to define the new property boundaries was to prevent the Golf Course encroachments of the constructed improvements of Fairways & Miniature Putting Greens from being removed and relocated, which would have been costly. There was approx 500 acres remaining to be developed for residential improvements and I began developing other subdivisions such as Sedona, Sawgrass, The Bluffs, Sedona 2, and Desert Summit before beginning the development of Crosswater, Horn Creek and Copperleaf.

The formerly operated Mirage Miniature Putting Course was approx 1-1.5 acres that is now described by the City as the left over PUD parcel and a portion of the subject PUD Application. This 1-1.5 acres was not sold to me because it had Golf Course improvements located on them, which were supposed to be operated & maintained as clearly stated under the 2003 License Agreement WHICH HAS A LEGAL DESCRIPTION ATTACHED and 2005 Restrictive Covenant that was signed by City and Golf Owner. I purchased the property from the City where Crosswater, Copperleaf and Horn Creek properties are located in 2006 & 2007. The golf course improvements (Mirage Miniature Putting Course were already constructed well before 2003 and an arrangement had been made for the operation and maintenance as per the License Agreement dated August 25, 2003, copy attached as well as the Declaration of Restriction for Golf Course Use. The Mirage Golf Course was still operating in 2007.

During the following 15 years of my development period we performed 35 Boundary Line Adjustments of which several were to correctly locate the golf course improvements onto golf course owned property by trading development property for bare undeveloped golf course property where practical. Many of the Boundary Line Adjustments were performed for the mutual benefit of both parties to utilize the areas of the entire property. The goal was to utilize as much of the property as possible.

Again, to affirm, the City and Golf Course owner had agreed, that instead of removing and reconstructing the golf course improvements onto the original legally described & zoned golf course property, it was better to create a new legal description and leave the golf course improvements where they were constructed. This included The Mirage miniature putting course, which was adjacent to Crosswater subdivision and now the subject site for a newly proposed PUD.

The City & Golf Course owner signed an Abandonment and Release agreement on or about June 5, 2005 for the Development and Option agreement of 1993/1994, in which the Golf Course ownership in turn quitclaimed its rights to all City owned property that was still encumbered by the Development and Option agreement. This was part of the process required under Benton County Superior Court Case number 99-2-00895-0, docket number 04-1103, to complete a reconveyance of Trust Deed removing LID from golf course property. One of the conditions to complete the process was to execute the Declaration of Restrictive Covenant for Golf Course Use describing the future use of the golf course property.

On July 15, 2005, as part of the Deed Transfer from the City to the Contractor, the "Declaration of Restrictive Covenant for Golf Course Use" was signed and notarized by the City and Contractor who was operating as the Golf Course owner. The intention was to have the document Recorded for the expressed purpose to define the USE and protect the development of the Community. It was specific to deny any type of residential development of the golf course property except One single home for a Caretaker or employee, Copy of exhibit attached. This is the document that has no legal description attached and no record of it being recorded which violates the very 2005 Deed Transfer agreement from the City to the Golf Course owner. We were made aware of this fact during the Golf Course Application for a Zone Change process in 2019. There is a hand written note from escrow officer, Pam Wilson of Cascade Title, on a City Memo requesting a legal description by which the message stated the golf course attorney Bruce Morgan wanted to use the new revised legal description, which again reveals the Intent of the parties.

The "Use" described in the Declaration is very specific .. it includes language that covers the operation and maintenance of the golf course including the driving range and putty greens (Mirage Putting Greens) which were later abandoned and interestingly is were the small portion of the Golf Course was zoned for PUD residential development left over from the Master Plan and Zoning Map. Also the restrictive covenant restricts that only one residence for caretaker or employee can be built on the entire golf course property and no Hotels, Casino's, Tavern or Bars allowed.

Recital C of the Declaration specifically states...

"CGA and City entered into that certain Final Agreement (including Redemption Option) dated 7-15-2005, pursuant to which the parties agree to convey the Golf Course course property to CGA conditioned on the recording of a declaration to limit the use of the golf

course property as provided herein.”

With the Declaration in place, The Zone Change should have never occurred allowing additional property to be added to the former PUD site. The PUD site should remain as golf course improvements.

The City Attorney has offered an opinion that the Declaration is not enforceable, which if that is the Cities position, then how can the Conveyance be legal or enforceable as well as subsequent Conveyances ? I submit that the applicant knew of the Declaration before the purchasing the golf course and that the Declaration should remain enforceable.

If the Declaration isn't valid, simply due to scribners error by not attaching legal description, then the conveyance could not be considered complete. Everyone involved had a clear understanding of the agreements and intent of the parties. The legal description was describing the golf course improvements on the ground, because the contractor / golf course owner constructed the golf course improvements in several areas across the property lines designated on the Zoning Map. Everyone knew where the golf course improvements were located.

The parties had agreed instead of reconstructing the golf course improvements onto the legally described golf course property it was better to create a new legal description and leave the golf course improvements where they were constructed. This included The Mirage miniature putting course, which was adjacent to Crosswater subdivision and now the subject site for a newly proposed PUD. The golf course owner cannot financially benefit from the Cities error by now claiming rights to develop residential property that was actually part of the golf course at the time the agreements were made.

This will destroy the Crosswater neighborhood that has been in existence for almost 15 years. If this is allowed, then what happens to the other 3 or 4 areas of the golf course fairways that currently have overlapping residential zoning ? (See Zone Map screen capture) refer to City Zoning Map.

Is the City going to grant permission in the future to build more homes, townhomes or Apartments on Fairways behind other neighborhoods and destroy the Horn Rapids Community again ? It has taken the better part of 15 years to recover from the first legal action taken from 1996-2003 ?

Interestingly the original Declarant assigned their Rights to North Stone Richland LLC August of 2005, One month after completing the Reconveyance and Signing of the Declaration.

Density of adjacent Neighborhoods

The applicant has failed to document the correct density of the adjoining neighborhoods on the application as well as on the Site Plan. The densities are as follows:

Horn Creek PUD is across the 96 ft Blvd with majority of dwellings constructed as single story Duplex Style Townhomes, with a density of 6.75 units per acre constructed.

Copperleaf which is across the Blvd and not visible from the subject property has a construction complete density of 3.5 units per acre.

Crosswater, which is adjacent to the subject PUD property has a density of 3.8 lots per acre

constructed.

Additionally, the proposed PUD Townhome project site listed a Square Footage of 86,844 SF on the first page of the application. That would calculate to 26 units per acre. The Site Plan map states 7.27 acres which appears larger than the site measurements calculate. Please verify and post the correct size of the actual PUD housing site and the correct density.

Master Plan and CC&R's

Legal description attached to the CC&R's covers all Horn Rapids Master Planned Property including the Golf Course. Attached as exhibit.

Exhibit Attached CC&R's and Map outlining Legal Description as exhibits.

CC&R's, attached as exhibit.

The Summary of the declaration of covenants conditions restrictions and easements for Horn Rapids master plan community state the following;

Page 1, first paragraph, States that in case of any question about a provision, please refer to the CC&R's themselves, as the actual language of the CC&R's will govern what can and cannot be done in Horn Rapids.

Page 1 Article 3 states everyone who owns a lot or dwelling unit in Horn Rapids automatically belongs to the association. The initial design of all houses and associated improvements, including fences and landscaping is subject to the approval of the initial construction controls committee.

Under description of CC&R's declaration paragraph 3,

This declaration contemplates a plan for the phased development of Horn Rapids pursuant to the clearance master plan, as hereinafter referred to and defined, in order that the Horn Rapids community may grow in an orderly fashion under a rational scheme of development.

NOTE; I submit that this PUD Application as proposed, was not considered as part of the development phasing by the Declarant and is completely out of order and certainly not in Harmony with the surrounding area.

CC&R's govern the "Property".

Section 1.26 describes the Property shall mean that the certain real property described on exhibit A attached here too and such additions there too as may be here after be brought within the terms and conditions here of in accordance with article 2 of this declaration.

The legal description defines the entire Horn Rapids master plan community including the golf course property. Legal description is attached to the recorded CC&R's and I have attached an exhibit map which illustrates the boundaries of the legal description. City needs to determine if all residential zoned property is subject to the CC&R's...?

Section 1.11 Golf Course shall mean that certain real and personal property which is contiguous to the Property and developed as an 18 hole golf course and owned and operated by Columbia golf associates, a Washington general partnership or is successors and or assigns. The golf course shall include the greens, fairways, cart paths, driving range, putting greens, designated lakes or water hazards, maintenance facilities and other improvements so designated by the Declarant as part of the golf course. Notwithstanding anything to the

contrary contained within this declaration, the golf course is not part of the Property or the common areas, and the owners of living units do not, by the nature of their ownership of property within the community, have any reserved right to use of the golf course or membership, if offered, to any golf club for the community.

NOTE; I submit, that this section 1.11 clearly defined the Declarant has the authority to designate what improvements are considered the golf course. Which in this case the former Mirage miniature putting green would fall under golf course improvements and not available for residential development. This was determined before the Declaration of 2005 was completed and executed.

Note: No one has asked the current Declarant for permission to develop these improvements on the golf course. At what point in this process will that occur ?

Furthermore, I submit that the remnant of the originally zone PUD residential property near Crosswater is within the current boundaries of the golf course must be identified and determination made as to this property being recognized as part of the master plan originally intended for residential development OR as part of the Golf Course ? If the decision is made that the residential property is part of the master plan concept and original legal description then that PUD property is subject to the CC&R's and the CC&R's shall govern.

If the PUD project is determined to be outside the the originally Zoned Residential Property established in the Master Plan, and not subject to the CC&R's, then the PUD project will not be part of the HOA, and property owners will not be allowed to use the HOA Common Areas such as the parks, Pool, Tennis, Basketball Courts, playground equipment, etc.

This of course creates another divisive situation in the Community.

Section 1.13 initial construction control committee show mean the committee created pursuant to section 3.9.

Section 1.14. Living unit, shall mean and refer to a building or structure or any portion thereof situated in Horn Rapids that is designed and intended for use and occupancy as a residence by a single family including attached or detached houses, condominiums houses and units within apartment buildings, and the appurtenant landscaping, fences, walls, decks, patios, pool, spa, garages, driveways, parking areas or similar improvements occupying any lot on which a living unit is situated.

Section 1.15 Lot shall mean and referred to any legally segmented and alienable portion of Horn Rapids created after the date of this declaration whether or not such plat is recorded after the date of this declaration, through subdivision, short division, site plan approval or any legal process for dividing land.

Section 3.8 Rules and Regulations. The association shall have the power to adopt from time to time by association action and to enforce rules and regulations governing the use of the property, in addition to the use restrictions contained in this declaration and whether or not expressly contemplated hearing, provided that such rules and regulations shall not be inconsistent with this declaration.

NOTE: Such rules and regulations have been created an adopted throughout the past 16 years.

Section 3.9 initial construction controls committee. The plans for both the initial improvement of a lot and the initial construction of living unit, common area, commercial building or accessory structure on a lot during the development. Shall require approval of a committee

consisting of two representatives of declarant pursuant to section 6.2

Article 6

Section 6 a. “.....during the development., No initial construction of a living unit, accessory building or accessory building on a lot or of common area should be commenced until written approval there in has been obtained from the initial construction controls committee.

Section 6.2 d, second half of the paragraph, sentence beginning... The initial construction controls committee or the architectural control committee as applicable shall have the authority to approve, reject or approved with conditions any application based upon the committees determination as to whether or not the proposed work is in harmony of external design and location in relation to surrounding structures, vegetation, properties and topography and is in compliance with the governing documents. Committee decisions shall be final and binding on all parties.

Section 6.2 h.

This section 6.2 shall not apply to (1) activity undertaken by the declarant in any parcel or action pursuant to the exercise of the clearance rights under section 7.1, (2) activity undertaken on the golf course by Declarant, by the Declarants assigns, or their successors in interest, or to (3) activity undertaken by Declarant, irrigation source entity or their successors in interest to maintain or improve the irrigation system for the property.

6th AMENDMENT .. Recorded the single Caretakers Home location which is recorded on entire Legal Description of Horn Rapids which includes the Golf Course. This was executed by former Golf Course owner.

Development Agreement Rationale, to protect Community for promises made and Financial Benefits received by Applicant

The reason, spoken many times by the applicant, is to use the profits from developing the Townhomes PUD is that the current golf course owner cannot afford to make the Golf Course improvements without these additional revenues. Then perhaps the investment should have been re-considered. People buy things they can't afford but why should homeowners in Crosswater be negatively affected with reduced home values and quiet enjoyment add to the benefit of the golf course.

As a developer for the past 30+ years I have analyzed this potential project and provided reasonable cost and profit calculations to assist in understanding the financial benefits to the Applicant. After developing more than 16 subdivision phases in Horn Rapids I am more than qualified to make these projections and assumptions.

The profit margin's from this project are higher than many projects of this nature due to the fact that the property benefits from all of the off site infrastructure for the completion of this development have already been installed and or constructed. This infrastructure includes Highway 240 entry / signal, paved blvds & streets, sewer, water, landscaping, parks and other common area amenities that makes Horn Rapids a very special Community.

If the applicant is genuinely committed to improving the golf course with the proceeds from this project, then let them prove it by entering a development agreement with the homeowners association and/or City that stipulates and guarantees 65% of the profits are reinvested into the golf course grounds & facilities, within a certain time frame.

It would not be difficult to determine profits by using the financial statements, construction contracts and tax returns generated from actual closing documents of developing the project, when selling the land, or Lots, or individual townhomes when completed.

Remember, things change, ... After the PUD is approved, the project could be sold to a 3rd party and no promises kept.

Pricing & Values;

City Approved PUD for the bare land property by itself is worth \$20,000 per lot (Bare Land)
 $54 \text{ units} \times \$20,000 = \$1,080,000$.

PUD Developed Lots will be worth a minimum of \$65,000 each.

Cost to develop PUD Private streets, utilities, etc. \$25,000 each max

Equates to \$3,510,000 total sales price (Value) less the cost of development (\$1,350,000)

Profit of \$2,160,000

Example where the PUD Project is constructed by Brad Rew who is one of the members of the golf course LLC ownership entity who is a homebuilder in Tri-Cities. Financing for these types of projects are readily available with many lenders in the local Tri-Cities area especially when the property is already owned by the borrower.

\$40,000 profit from Land and Development of Land improvements.

\$30,000 minimum profit from building townhomes

$\$75,000 \times 54 \text{ Townhomes} = \$4,050,000$

If 14 units next to Crosswater were removed and build only 40 Townhomes @ \$75,000 profit margin = \$3,000,000.

\$3,000,000 would go along way in improving the golf course facilities and certainly provide a large equity to assist in any financing needed.

Compromise

I am extremely disappointed in the way this process has evolved with little to no sensitivity for the homeowners that are going to be greatly impacted with this new development. Instead, the applicant has launched a successful promotional campaign to convince the majority of the homeowners that they are going to benefit greatly by having the townhomes constructed with little regard to those homeowners who are going to be negatively affected. I am hopeful there can be a compromise achieved that will protect the property owners in Crosswater and give the golf course owners the ability to generate the revenue that they have promoted for making improvements to the golf course. Also to provide protection In the future from more development projects on Fairways that will tear other neighborhoods apart. This would allow for the development to move forward, with the proceeds benefiting the golf course as well as the entire community and not completely destroy Crosswater homeowners neighborhood and values of their homes.

A compromise now, would also prevent costly and time-consuming legal battles in the future which from my experience usually do not benefit all parties.

As I mentioned previously, one of the Golf Course members/owners is a homebuilder who is very capable of constructing all of the townhomes themselves if they choose for greater profits of \$3 million as noted above. With the advantage of the robust housing market, the estimated profits are greatly increased from their original projections several years ago.

I have attached a screen capture showing in red the 14 units highlighted in red (19-32) that should be removed to provide adequate space for 40 units and some common area and buffering in the red area to separate Crosswater existing homes from the new and very unexpected Townhome project.

This recommended site plan revision would remove the 14 units that would block the views from those homeowners as well as remove the ridiculous roundabout and its traffic impacts. As the past & current appointed Initial Construction Control Committee Chairperson appointed by the Declarant I can state the current Site Plan would not be approved.

If the golf course owner needs more units to be developed for additional cash to invest, then I suggest they go thru another zone change and build the additional 10 to 12 units on the golf course fairway number 18 behind the proposed Club House and move the affected area of the fairway 18 into the driving range. This might interrupt their view from the Clubhouse, but at least it's their view to give up. This is what he had proposed to me when I first met him on site before he purchased the golf course.

A development agreement should be prepared prior to any City approval and signed by the parties to ensure no additional zone changes for residential development of any kind will occur within the boundaries of the golf course property. This would include no care taker home anywhere because the golf course can use one of the townhomes for the caretaker home if needed. Additionally the applicant should warrant and guarantee 65% of the profits are invested within a 24 month period into the improvements of golf course as promoted for several years.

ALSO; Fully execute the a new copy of the 2005 Declaration of Restrictive Covenant's for Golf Course Use and attach the correct legal description and record that document before or simultaneous with any approval of the PUD. Let's correct the error made in 2005 and not allow others to be made in the future. This will insure the Horn Rapids Community is not going thru this disruptive process again. This type of legal conflict will effect the values in a negative way for the entire Community.

This community has lived through a seven-year legal battle which benefited no one, and after spending 15 years developing the improvements to benefit the Community, I do not want to see anything resembling another legal battle occurring again. With the compromise that I have outlined above, the community can move forward and the Applicant has a clear pathway to benefit financially with potential earnings of \$3 million from the PUD Approval. Everyone gets something that will benefit the community.

Exhibits Attached and made part of the record.
Master Plan of record at the City of Richland
Zoning maps of record at the city of Richland

Covenants conditions and restrictions (CC&R's) with 6 Amendments attached

Sixth amendment separately attached

Legal description boundary map of Horn Rapids master plan community attached

Rules and regulations attached

ICC application attached

Builder addendum attached

License agreement with golf course 2003 attached

Declaration of restrictive covenant golf course 2005 attached

Reconveyance documents with memo requesting legal description attached

Declaration of restrictive covenant for caretaker\groundskeeper accommodations attached

Screen capture of zoning map showing additional residential properties within golf course defined property, attached

Screen capture of suggested compromise PUD site plan with red highlight Attached

HOA CC&R's Sixth Amendment 1.29.18.pdf, HOA CC&R's Legal Description Boundary Map AFN-94-18376-Parcel-Approx-Outlines.pdf, HOA Rules and Regulations Dec 2019 .pdf, Golf Course License Agreement with Legal Description 2003.pdf, Golf Course House Covenant with City Declaration Recorded on golf course.pdf, Golf Course Reconveyance with City Memo for Legal Description 2005.pdf, Golf Course Declaration of restrictive covenant missing legal description July 2005.pdf, HOA CC&R's with 6 Amendments .pdf, ICC Application page and Instructions 4 pages June 2016.pdf, ICC Builder Addendum 1 Rules & Regs & Development Standards 9.12.17.pdf attached

Thank you,
Stew Stone

Berkshire Hathaway Real Estate Professionals, Broker
Willamette Intermodal Group, Development Director
Oregon Port of Willamette, LLC
North Stone Richland, LLC
stewstone@bhhsnwrep.com
1220 20th Street SE
Salem, Oregon 97302

Office [\(503\) 371-1234](tel:5033711234)
Cell (503) 559-3013
Fax [\(503\) 364-1453](tel:5033641453)

This email message and all attachments transmitted with it may contain confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately and delete or destroy this message and its attachments.

Please Remember: Communication by email is not always secure or confidential.

*“Berkshire Hathaway HomeServices Northwest Real Estate and Berkshire Hathaway HomeServices Real Estate Professionals will never request that you send funds or nonpublic personal information, such as credit card or debit card numbers or bank account and/or routing numbers, by email. **If you receive an email message requesting you wire funds, do not respond and immediately notify fraud@bhhsnw.com or call [503-783-6835](tel:5037836835).**”*

**AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:**

Joel R. Comfort
MILLER, MERTENS & COMFORT, P.L.L.C.
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

**SIXTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
HORN RAPIDS: A MASTER PLANNED COMMUNITY**

Reference numbers of related documents: 94-18376, 2001-021610, 2003-061197, 2007-022828,
2011-024381, 2016-006215

Grantor: North Stone Richland, LLC

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10 North,
Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: N/A

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

SIXTH AMENDMENT TO DECLARATION
OF COVENANTS, Page 1 of 4

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 9th day of July, 2001 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of July, 2001 under Recording No. 2001-021610; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 15th day of December, 2003 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of December, 2003 under Recording No. 2003-061197; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 9th day of July, 2007 and recorded with the office of the auditor of Benton County, Washington, on the 13th day of July, 2007 under Recording No. 2007-022828. Note that no "Third Amendment" was ever recorded; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 7th day of January, 20016 and recorded with the office of the auditor of Benton County, Washington, on the 8th day of March, 2016 under Recording No. 2016-006215; and

WHEREAS, North Stone Richland, LLC is the successor in interest to Columbia Triangle Venture, L.P., and as successor in interest to Columbia Triangle Venture, L.P. has all rights of the Declarant under the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community

WHEREAS, North Stone Richland, LLC desires to amend said restrictive covenants applicable to the subject property to disclose and provide notice to future property owner of the existence of a future home site on the Horn Rapids Golf Course, which may interfere with views.

NOW, THEREFORE, North Stone Richland, LLC does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by adding the following:

1. **Notice of Future Home Site.** On or about July 15, 2005, Columbia Golf Associates, a Washington partnership ("CGA"), the owner and operator of the Horn Rapids Golf Course, was granted the right by the City of Richland to build a single family residence on the Horn Rapids Golf Course pursuant to a *Declaration of Restrictive Covenant for Golf Course Use*, a copy of which was recorded as Exhibit C to the *Declaration of Restrictive Covenant for Caretaker/Groundskeeper/Security Watchman Accommodations and Access and Utility Easement* dated August 25, 2011, and recorded under Benton County Auditor File No. 2011-024381. The covenant granting the right to build to CGA runs with the land, and may be conveyed to CGA's successors in interest.

Pursuant to the Declaration of Restrictive Covenant for Caretaker/Groundskeeper/Security Watchman Accommodations and Access and Utility Easement, CGA agreed to locate the single family residence as described in the attached Exhibit A, and depicted in the attached Exhibit B. As of the date of this Amendment it is not known if, or when, CGA or its successors in interest will exercise its right to build the single family residence.

2. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as previously amended, shall remain in full force and effect.

DATED this 17 day of JANUARY, 2018.

NORTH STONE RICHLAND, LLC

By: Stew Stone
Stew Stone, Member

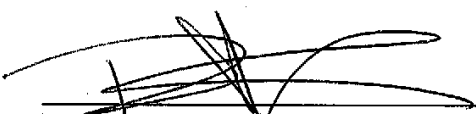
By: Ronald R. Bochsler
Ronald R. Bochsler, as Trustee of a Member of
Santiam Development Company, LLC, as a Member
of North Stone Richland, LLC

STATE OF Oregon)
) §
COUNTY OF Marion)

On this 22 day of January, 2018, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.

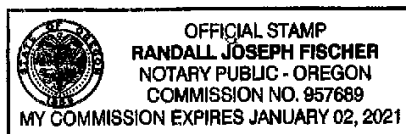



NOTARY PUBLIC in and for the State of
Oregon, residing at Salem, OR
My Commission Expires: August 15, 2020

STATE OF OREGON)
) §
COUNTY OF Linn)

On this 17th day of January, 2018, before me, the undersigned Notary Public in and for the State of OREGON duly commissioned and sworn, personally appeared RONALD R. BOCHSLER, to me known to be a Trustee of a Member of Santiam Development Company, LLC, as a Member of North Stone Richland, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



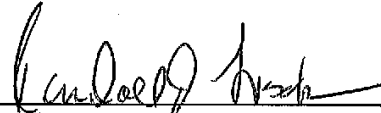

NOTARY PUBLIC in and for the State of
OREGON, residing at Silverton, OR
My Commission Expires: January 02, 2021

Exhibit A

GOLF COURSE RESIDENCE LOCATION

A parcel of land lying in a portion of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Beginning at the Northwest corner of the Southwest quarter of said Section 28 as shown in Desert Summit, according to the Plat thereof, recorded in Volume 15 of Plats, page 344, Records of Benton County, Washington;

Thence South $00^{\circ}30'06''$ West along the West line of the Southwest quarter of said Section 28 for a distance of 780.77 feet to a point on the Northerly boundary of Lot 29, Desert Summit (15-344);

Thence leaving the West line of the Southwest quarter of said Section 28, South $60^{\circ}23'33''$ East along the Northerly boundary of said Desert Summit (15-344) for a distance of 222.63 feet;

Thence leaving the Northerly boundary of said Desert Summit (15-344), North $82^{\circ}33'19''$ East, 13.10 feet to the **TRUE POINT OF BEGINNING** of the parcel to be described;

Thence continuing North $82^{\circ}33'19''$ East, 179.98 feet;

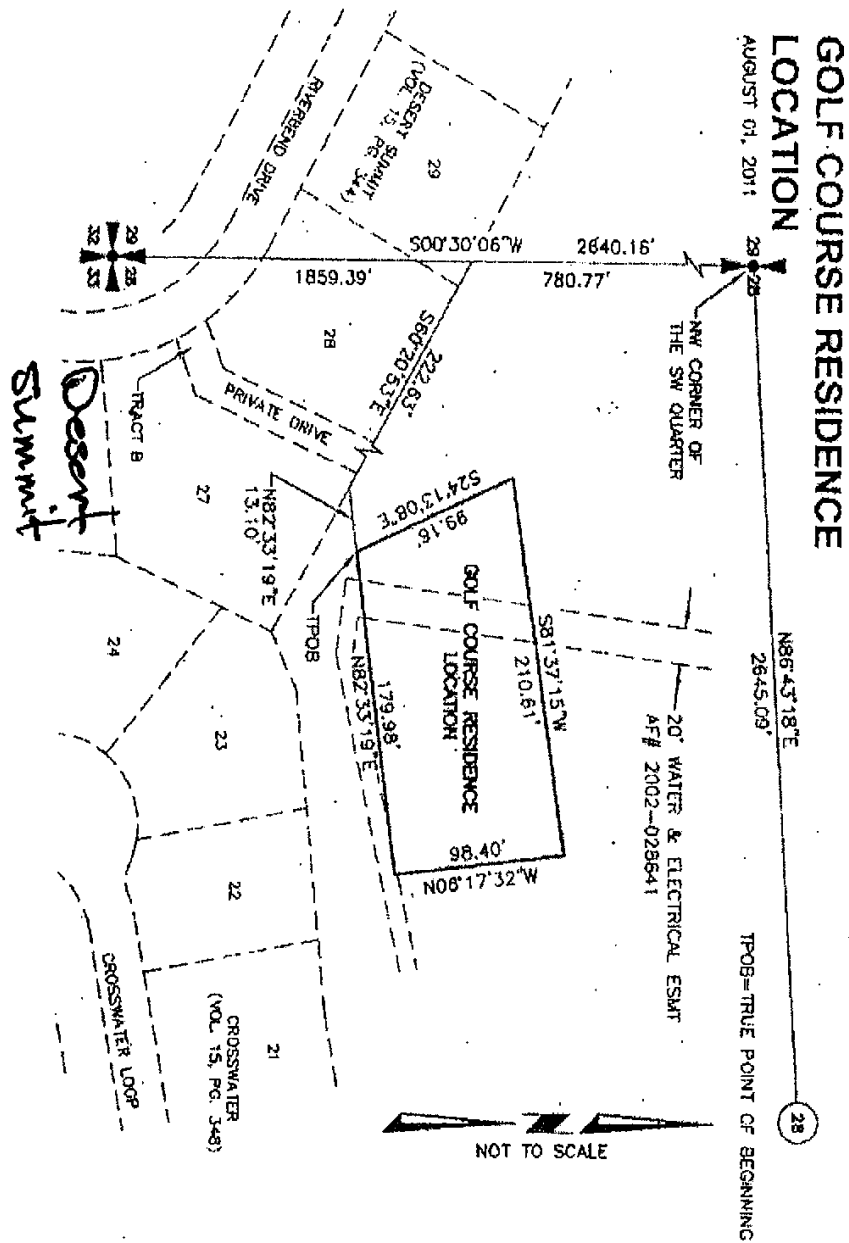
Thence North $06^{\circ}17'32''$ West, 98.40 feet;

Thence South $81^{\circ}37'15''$ West, 210.61 feet;

Thence South $24^{\circ}13'08''$ East, 99.16 feet to **TRUE POINT OF BEGINNING**.

Containing: 18,899.46 square feet, (0.43 acres), more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.



66118.002
Sectional Map for CC&R's Descriptions Sketch

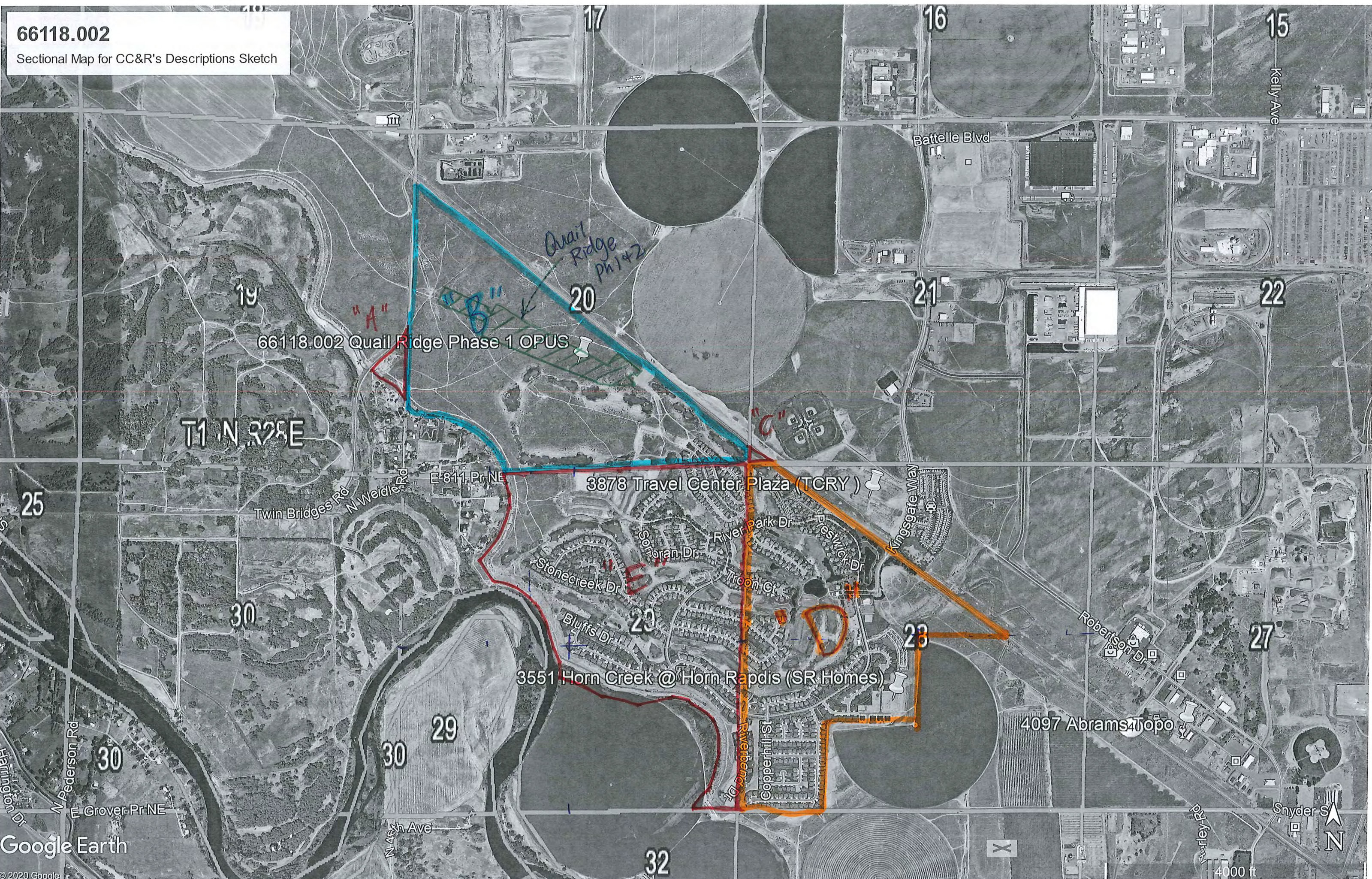


TABLE OF CONTENTS

1.0 PURPOSE AND SCOPE.....	2
2.0 GENERAL RULES AND REGULATIONS.....	2
Registration.....	2
Common Areas.....	3
Ponds and Streams.....	3
Guests.....	4
Neighborly Conduct.....	4
Animals.....	4
Trash.....	5
Burning.....	5
Dumping.....	5
Antennas.....	5
Off Road Vehicles including Golf Carts.....	5
Firearms.....	5
Business Activities.....	6
Highway 240 Wall.....	6
Vendor Solicitation.....	6
Vehicle Parking and Storage.....	6
Recreational Vehicles.....	6
Signs.....	7
Flags.....	8
Seasonal Exterior Decorations Including Lights.....	8
3.0 ARCHITECTURAL CONTROLS.....	9
4.0 ENFORCEMENT.....	10
5.0 BILLING AND COLLECTION OF ASSESSMENTS.....	11

ADDENDUMS AND ATTACHMENTS

ADDENDUM A, PROCESSING OF DUES/FINES.....	11
ADDENDUM B, ENFORCEMENT AND FINES PROCESS.....	19
ATTACHMENT 1, PROBLEM EVALUATION FORM.....	23
ATTACHMENT 2, VIOLATION NOTICE.....	24

The HRMHA is responsible to ensure that the community remains aesthetically pleasing so that everyone can enjoy the benefits of a well-managed and compliant community. There are many documents available to help educate the community on the proper ways to conduct themselves so that everyone living in the community will enjoy maximum pleasure without annoyance or interference from others.

Unfortunately, not everyone sees this vision and at times the HOA will need to help reinforce the expectations with Homeowners so that they abide by these Rules and Regulations. This document is intended to help the homeowners understand what is required of them and what to expect when the requirements are not met.

These Rules and Regulations (R&R) govern the conduct and activities of all members, lessees, residents and guests of the Horn Rapids Master Homeowner's Association (HRMHA) Community. Observance and adherence to the rules and regulations by all Horn Rapids Residence, Lessees and Guests is required by the Board of Directors (BOD).

1.0 PURPOSE AND SCOPE

The authority for the Board of Directors (the Board) to form and enforce rules and regulations is provided by Article 3, Section 3.8 of the Declaration of Covenants, Conditions and Restrictions (CC&R's). A copy of the CC&R's was given to each owner when they purchased their lot or living unit.

These Rules and Regulations are reviewed by the Rules, Regulations and Enforcement Committee (RR&EC) and issued by the Board and are supplemental to the conditions of ownership in the CC&R's. If there is any conflict among existing documents, provisions of the CC&R's will prevail.

The Board shall appoint an RR&EC and Enforcement Officer(s). The RR&EC will propose changes to the Rules and Regulations, establish administrative procedures for processing complaints, investigate violations, determine corrective actions and levy fines as appropriate.

The HRMHA Board requires compliance of all persons in the Community with the provisions of all Rules and Regulations (including Architectural Control Guidelines), the Bylaws and the CC&R's.

2.0 GENERAL RULES AND REGULATIONS

1. Registration

- a. All members and residents must be registered with the HRMHA Bookkeeper.
- b. Association members are those individuals owning a lot or living unit within the Community.
- c. Residents are defined as owners and members of their families or lessees and members of their families living in the Community.
- d. Owners leasing their home or living unit retain their voting right in the Association but assign the use of all common facilities to the lessee. The lessee

assumes the privileges and responsibilities of membership as hereinafter stated, but does not have a voting right. Non-resident owners are not permitted to use any common area facilities when so assigned to a lessee except as a guest of a resident.

- e. The lease or rental agreement must be in writing and shall state that the tenancy is subject to the CC&R's, Bylaws and adopted rules. The term of any lease or rental agreement shall not be less than 30 calendar days.

2. Common Areas

- a. Use: Common Areas are for the use and enjoyment of all members of Horn Rapids who are in good standing with "Dues" and shall not be used in any manner that will disturb other residents or their guests. No deposit of litter or open burning (excludes BBQ stand located in Gleneagle) shall be permitted within the Common Areas. No changes in landscaping or improvements are permitted without written authorization of the appropriate Board committee. No person shall use the Common Areas in such a way as to create a nuisance or interfere with the use of the Common Areas by other entitled persons.
- b. Maintenance: Maintenance of the Common Areas, including the park within Gleneagle, is the responsibility of the HRMHA and not individual owners or residents. Lighting and irrigation systems and other equipment in the Common Areas are to be adjusted and/or set by authorized personnel only. Comments regarding the condition of maintenance and equipment in the Common Areas should be directed to the Common Areas Manager. Sub-Associations are responsible for maintenance within their Common Areas.
- c. Damage: Members, lessees and residents are responsible for payment of all costs of repairs for all damage to Common Areas caused by themselves, members of their families, or their guests.

3. Ponds and Streams

Ponds and Streams were installed in various locations throughout the common areas and the Golf Course to visually enhance the aesthetic beauty of the community. No recreational or other use of the ponds, streams or waterfalls is permitted without the written approval of the owner of the golf course or the HOA depending on location. There is absolutely no fishing, swimming, wadding, and throwing rocks or debris into ponds or streams. Climbing on rock or water features or walking on ice when ponds are frozen is strictly prohibited.

The Ponds and Streams are lined with a vinyl liner to hold the water and can be punctured from fish hooks, dog paws, claws and human activity and are extremely expensive to repair or replace. Residence are liable for damages caused by negligent use of the ponds, streams, waterfalls and monuments.

Homeowners are responsible for damages to these areas as a result of negligence. All repairs to common area shall be performed and costs for repairs billed to the homeowner as a fine.

4. Guests

Guests must be accompanied by an adult resident of the HRMHA when using the Common Areas including the swimming pool. It is the right and duty of each resident to question the presence of any person who appears to be trespassing and/or advise the Board, Enforcement Officer or appropriate Board Committee Chair regarding the situation.

5. Neighborly Conduct

All activities, whether individual or group, shall be conducted at a noise level that is reasonable and not disturbing to others. Each homeowner or resident is responsible for the conduct and behavior of his/her children, and guests (Ref RMC 9.16).

6. Animals

No animals, livestock or poultry of any kind shall be raised, bred or kept within Horn Rapids, except dogs, cats or other tame, domestic household pets, provided such household pets are not kept, bred or maintained for any commercial purpose. In order to maintain a harmonious environment for all residents and guests, pet owners shall be responsible for any and all offensive actions of their pets, including barking, running loose and waste deposits:

- a. Whenever pets are outside the resident's lot or living unit, they must be on a leash or otherwise under full control of the owner. Residents must comply with City of Richland Leash Law RMC 7.03.050.
- b. Residents must clean up after any mishap performed by their pets. Pet waste deposal containers are located throughout the Common Areas.
- c. Residents shall be responsible for any personal injury or property damage caused by their pets.
- d. Pets emitting excessive noise, or in any manner unduly disturbing other residents, may be prohibited by order of the Board and RR&EC after notice and a hearing.
- e. Horses are not permitted within the Community.
- f. Pets which create and are considered a nuisance may not be kept in the Community and are subject to removal by proper authorities.

7. Trash

All trash, waste containers (e.g. recycle, garbage and yard waste) shall be stored out of sight from the street and in suitable covered containers. Containers should be clearly marked with the resident's house number for easy identification. These containers shall be placed at the curb no earlier than the night before pickup and must be removed from the curb no later than 9:00 p.m. on the day of pickup. Trash bags, which must be securely tied or double-bagged, and yard debris cannot be placed at the curb until the morning of pickup.

Trash containers have been placed for use while walking and otherwise enjoying the Common Areas. Residence may not use these trash containers as an overflow of their residential trash needs.

8. Burning

No burning or incineration of trash, refuse or scrap of any kind is permitted. City of Richland and/or Benton County authorities will be notified of all violations. Residence with camp fire style pits/rings may burn wood for recreational purposes only when air quality restrictions allow for such activity. (Ref RMC 15.12.020)

9. Dumping

No dumping of any debris (including but not limited to grass clippings) is permitted within Horn Rapids. This includes all Common Areas, trail systems, and undeveloped portions of the Community. (Ref RMC 9.12.055)

10. Antennas

All Antennas are subject to ACC review and approval prior to installation. See Architectural Controls Guidelines for specific requirements

11. Off Road Vehicles (ORV) Including Golf Carts

ORV's must not be parked on the street or driveway when being stored. ORV's must be stored in a location that is not visible from the street or adjacent neighbor(s). Golf Cart are the only ORV's allowed on paths and sidewalks (excludes maintenance vehicles). Homeowners are responsible for any damaged caused by ORV's when used on common areas.

12. Firearms

Discharging of firearms or hunting is not permitted in the community (including but not limited to rifles, hand guns, bows, and slingshots). (Ref RMC 9.26.020 and 9.26.30)

13. Business Activities

No business activities of any kind, are to be established, maintained or conducted on any lot, living unit, or Common Area without the prior written approval of the Board and must be in compliance with the City of Richland Municipal Code.

14. Highway 240 Wall

No structures, fences, or other items (e.g., screws, bolts, nails, or sticky substances) shall be attached to or lean on the wall. Painting, staining, or marking on wall surfaces, walking or playing on or against the wall or dumping items (e.g., Christmas tree, dog feces, weeds, tree limbs, rocks or other landscaping debris) over the wall are forbidden. No vegetation should be grown on, attached to or lean on the wall. Keep vegetation trimmed at least 6 inches away from the wall. Soil should not be removed or added to the base of the wall or wall columns. If there is soil erosion, the HRMHA should be notified immediately.

15. Vendor Solicitation

Vendor or Business solicitation is not allowed. This is considered by the Association to be an annoyance or a nuisance and an invasion of privacy to the Homeowner. A solicitor for this purpose is defined as one who seeks trade or a contribution by directly contacting a Homeowner. Advertising left at a Home is not considered solicitation. Refer to CC&R 6.25 and the RMC 5.12.020

16. Vehicle Parking and Storage

Parking on public streets shall comply with applicable provisions of the Richland Municipal Code, as now in effect or hereafter amended. Vehicles shall not be permitted to park along main routes (collector streets) into and out of Horn Rapids (Village Parkway, River Valley Drive or River Park Drive).

Vehicles shall not be parked on sidewalks where they obstruct pedestrian's use of sidewalks.

Inoperable vehicles (junk) may not be parked anywhere except in garages or in fenced areas (not visible from the street or by adjacent neighbors). Inoperable or junk vehicles shall be defined as any motor vehicle that is inoperable, unlicensed or in a state of disrepair. (Ref RMC 10.06.020)

17. Recreational Vehicles

Recreational vehicles, boats, boat trailers, camp trailers, campers, utility trailers, and similar machinery or equipment, shall be stored in a garage, in a fenced area (not visible from the street or by adjacent neighbors) or at a location designated for the storage of such vehicles by the Board. (Ref RMC 10.05.030)

The HOA recognizes that recreational vehicles noted above, may need to be parked at the homeowners lot for the purposes of loading, unloading or general maintenance. These

Vehicles may only be staged for 72 consecutive hours to accommodate this purpose. If additional time is needed, the homeowner must contact his/her Enforcement Officer and receive a variance. Homeowners must ensure that their recreational vehicle does not obstruct sidewalks (e.g. slides, steps or gear), mail boxes or common areas when parked for this purpose.

18. Signs

a. For Sale Signs

One temporary sign is permitted in the front yard to advertise a home for sale. Maximum area must not exceed six square feet. The sign is to be on its own post and shall not be placed higher than 36 inches from the prevailing ground plain. The sign must be approximately parallel to the center line of the nearest street. An additional temporary sign may be placed in the rear of homes adjacent to streets and the Golf Course providing it complies with 4.1.1 below and is approved by Golf Course Management.

For Sale sign wording shall be limited to "For Sale" and the name and phone number of the listing real estate agency. "Realtor" and "By Appointment" may also be used if appropriate. If being sold by the owner, the name of the owner or "By Owner" may be substituted for the listing real estate agency. Signs shall look professional, may not be hand-written (poster board, scrap wood, magic markers are unacceptable), and must be constructed in a manner that prevents weather-related degradation, etc. A hanger or flyer box may be attached to the sign post. All signs shall be removed upon occupancy by the new owner.

b. Open House Signs

Only A-boards are permitted to advertise open houses, and only during the event.

c. Garage/Yard Sale Signs

Garage/Yard Sale signage shall be limited to A-Boards and commercially printed signs. Signs may only be installed in common areas or city easements. Signs must be removed immediately following the end of the yard sale.

d. Political Campaign Signs/Posters

Up to three political signs are permitted on a lot per election. The signs must not exceed eight (6) square feet in area, must not be up until 30 calendar days prior to the election and must be removed within 48 hours of Election Day.

e. In Progress Construction Company Advertisement Signs

During home improvements, homeowners who have contracted with construction companies to work at their residence may allow such companies to install company signage to promote future business while working in Horn Rapids. These signs shall be permitted as long as they are no greater than 2 feet x 2 feet

and are placed on homeowner's property. Upon completion of the project, the company sign must be removed within 24 hours.

19. Flags

One free-standing removable, telescoping or sleeved flagpole, not exceeding 20 feet in height, is allowed per resident lot to display the American flag. Also allowable are flagpoles that are inserted in a mounting bracket secured to the house.

Permanently mounted in the ground, free-standing flagpoles are not allowed. Homeowners must get ACC approval before erecting a flagpole. The American flag must be flown at the top of the pole; a secondary flag may be flown below. No more than two flags may be displayed on a single pole at the same time. In no case may a secondary flag be flown alone. American flags displayed after dark must be lighted.

20. Seasonal Exterior Decorations including Lights

Seasonal decorations are permitted on homeowners property provided they are in good state of repair, esthetically pleasing, and are in season. Seasonal decorations must be removed from sight in a reasonable amount of time following the observance of the holiday or occasion.

3.0 ARCHITECTURAL CONTROLS

Architectural Control requirements are described in the Horn Rapids Master Homeowners Association Architectural Controls Guidelines, Criteria and Procedure as well as individual subdivision CC&R's. This process is administered by the Architectural Control Committee (ACC).

Exterior alterations, additions or modifications made to homeowner's property must have prior written approval of the ACC before work can begin. This includes landscaping, satellite dishes, solar energy systems, fences, walls, sun screens, decks, lattices, pools, spas, color changes, sheds, any sports apparatus, etc. Any alterations that do not have prior written approval of the ACC will be removed by the homeowner at their expense and the area will be restored to its original condition. Should the homeowner fail to comply, the HRMHA will pursue its legal remedies including, but not limited to having the alteration removed at the owner's expense. Please refer to the Architectural Controls Guidelines, Criteria and Procedure for the specific architectural regulations as well as the APPLICATION FORM.

Landscaping of the front yard shall be completed within 30 calendar days of construction completion and within 90 calendar days of construction and sale of the home from back and sides yards. Minimum requirements are that the soil (except in flow beds) be covered with a living ground cover (such as grass) or standard landscaping materials (bark, rock, hydroseed/tackafyer mixture) which provides weed, dust and erosion control (see Architectural Controls Guidelines).

Lots purchased for speculation or for future home construction must be covered with a living ground cover or hydroseed/tackafyer mixture within 90 calendar days to prevent blowing dust or help prevent erosion of the soil until construction begins.

4.0 ENFORCEMENT

The HRMHA is responsible to ensure that the community remains aesthetically pleasing so that everyone can enjoy the benefits of a well-managed and compliant neighborhood. There are many different documents available to help educate the community on the proper ways to conduct themselves so that everyone living in the Community will enjoy maximum pleasure without annoyance or interference from others. Unfortunately, not everyone sees this vision and at times the HOA will need to help reinforce the expectations with Homeowners so that they abide by these rules and regulations. This Enforcement policy will help the HOA and the homeowners understand what actions are to be taken in the event enforcement action is warranted.

Enforcement of all CC&Rs, Rules, Regulations (including enforcement of ACC related issues) and expectations are determined by the BOD within HRMHA. The Enforcement Officer(s) are put in place to help enforce these rules. Enforcement Officers may be a homeowner, a non-homeowner or entity appointed by the Board. The Enforcement Officer(s) shall be the primary contact between the HRMHA and the Homeowners on matters of enforcement and shall be subject to the control and direction of the Board and the RR&EC Chair.

For detailed information regarding the enforcement policy, see Addendum B of the Rules and Regulation.

5.0 BILLING AND COLLECTION OF ASSESSMENT

Billing and collection of dues and/or fines are described in Addendum A.

ADDENDUM A, PROCESSING OF DUES

1.0 PURPOSE AND SCOPE

This addendum provides information and instructions for the consistent and effective collection of Horn Rapids Master Homeowners Association (HRMHA) “Dues” otherwise known as “Assessments” which are needed to fulfill financial obligations of the community as well as capital improvements.

Assessments are to be paid on an annual or quarterly bases depending on each homeowner’s preference. If paying quarterly, the assessment shall be due on the 1st day of January, April, July and October. If paying annually, the assessment shall be due on the 1st day of January. The Board will determine the amount of assessment and the HRMHA Bookkeeper will provide the amount due to each homeowner prior to the payment due date. All homeowners are required to pay their assessments on the due date. Accounts past due by more than 90 calendar days are subject to having a lien placed on the owner's property.

2.0 RESPONSIBILITIES

1. Homeowners are responsible to submit their assessment payment on time to avoid late charge(s).
2. The President of the HRMHA will oversee the collection of Assessments performed by the Bookkeeper to ensure that this process is being properly administered.
3. Bookkeeper is responsible for:
 - o Issuing request for payment in the form of an invoice sent to each Homeowner at the appropriate time.
 - o Reconciliation and tracking of payments, fines and fees by the homeowners and report any delinquent payment issues to the President.
 - o Sending 1st Warning Letter, 2nd Warning Letter, and Notice of Intention to Create a Lien when required.
 - o Working with mortgage lenders, escrow brokers or title companies during selling or purchasing of a home in Horn Rapids.
 - o Process necessary documents for the administration of Liens on homes that are >60 calendar days past due.

3.0 BILLING PROCESS

Note – Assessments are normally billed to the homeowner quarterly. Homeowners can pay their Dues monthly, quarterly or annually. If Dues are paid monthly, the homeowner is responsible for payment without a monthly invoice.

Fines levied must be paid immediately or quarterly.

1. Prior to the first day of January, April, July or October, HR Bookkeeper will send payment invoices to all homeowners.

2. Payment is due on the first day of the quarter (January, April, July and October) for which the assessment is being levied. Payment can be mailed to 2600 Clubhouse Lane, Richland WA, 99354, delivered to the mail box located at the Pool parking lot (HOA Mailbox) or made online if available.
3. An owner's initial assessment may be for a period longer than three months if he/she becomes an Owner in the period between quarterly invoices. Normally the escrow agent at closing will prorate the assessment.

4.0 COLLECTION PROCESS

Notice to all Homeowners in Horn Rapids Master Homeowners Association

WHEREAS, "assessments," as used in this Resolution, includes all amounts validly assessed against a Lot Owner ("Owner") pursuant to the *Declaration of Protective Covenants, Conditions, Restrictions and Easements For Horn Rapids Master Homeowners Association* (hereinafter "Declaration"); *Bylaws of Horn Rapids Master Homeowners Association* (hereinafter "Bylaws"), Rules and Regulations, and any Board of Directors Resolution, including but not limited to common expenses, interest, fees, fines, attorney fees and all collection costs;

WHEREAS, the Declaration, Bylaws, and Rules and Regulations are binding upon the Owners;

WHEREAS, the Declaration, Article 4, Section 4.9 and Article 9, Section 9.1; and the Bylaws Section 4.1 and 4.1.5 authorize the Board to enforce provisions of the Declaration, bylaws and Rules and Regulations, including action to collect unpaid assessments;

WHEREAS, the Declaration, Article 4, Section 4.9 provides for interest to be charged, as set by the Board of Directors, on any delinquent assessment, the interest rate of 12% per annum will be charged;

WHEREAS, the Declaration, Article 4, Section 4.10 and Article 11, Section 11.4 provides that all assessments, together with interest, attorney fees and costs of collection shall be a continuing lien upon the Lot against which each such assessment is made;

WHEREAS, the Declaration, Article 4, Section 4.10; authorize the Board, on behalf of the Association, to bring an action to foreclose the lien against the Lot or to bring an action to obtain a money judgment against an Owner for damages and/or for unpaid assessments;

WHEREAS, the Declaration, Article 4, Section 4.10 and Article 11, Section 11.4 provide that Owners shall be obligated to pay fees and costs including, but not limited to, attorney fees incurred in connection with efforts to collect delinquent and unpaid assessments; and/or to enforce the provisions of the Declaration, Bylaws, and Rules and Regulations;

WHEREAS, from time to time Owners become delinquent in the payments of their assessments and fail to respond to the demands from the Board to bring their accounts current, and it is imperative assessment payments are timely received;

WHEREAS, the Board deems it in the Association's best interest to adopt a uniform and systematic procedure for the collection of unpaid assessments in a timely manner, and further believes it to be in the Association's best interest to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue.

NOW, BE IT RESOLVED, that the following steps be adopted to provide for the uniform and systematic procedure for the collection of unpaid assessments:

1. If any assessment remains unpaid by an Owner for more than thirty (30) calendar days from the due date for its payment, the Board or its agent shall send a notice to the Owner indicating the amount due, including notice of any late fees and interest; and demand payment thereof. If the property is vacant, the Board or its agent shall skip this step and instead send a warning of lien letter as indicated in No. 2 below.

2. If any assessment remains unpaid for more than sixty (60) calendar days from the due date, the Board or its agent shall mail a warning demanding payment and stating that if payment is not received within 30 calendar days, a lien shall be prepared and recorded against the property to protect the Association. The Owner will be assessed the cost of preparing and recording the lien.

3. If the assessment remains unpaid after 90 calendar days from the date due, the Board or its agent shall prepare a lien and a notice of lien to the Owner and record the lien with the county recorder. The notice of lien shall be mailed to the Owner with a copy of the lien within 20 calendar days of recording. The lien amount shall include all collection costs to date, including attorney's fees and the cost of preparing and/or recording the lien, any notice of lien required by law, and any notice to a first Mortgage holder, if applicable.

4. If any assessment account has a delinquent balance in excess of \$500 or remains unpaid by an Owner for more than two (2) years from the due date for its payment, the Board or its agent shall send a notice to the Owner indicating the amount due, including notice of any late fees, interest, and lien filing fees; and demand payment within 30 calendar days. The letter shall indicate that the account will be turned over to an attorney for collection if full payment is not received within that time. The Board or its agent also maintains the right to send this Intent to Create a Lien against the property to the first Mortgage holder, if applicable.

5. If the assessments remains unpaid by the Owner for more than thirty calendar days after mailing the letter, the Board shall turn over collection to the Associations' attorney ("Attorney"), who shall (a) send a written demand for payment and any notice as required by the federal Fair Debt Collection Practices Act, if applicable; and (b) may notify any first mortgage or trust deed holder of the Owner's default; if applicable. The demand for payment shall notify the Owner of the Owner's liability for payment of charges imposed by Attorney to cover fees and costs associated with all collection efforts. The demand for payment shall include all collection costs to date.

6. If any assessment remains unpaid by the Owner thirty (30) calendar days after the date of Attorney's demand, Attorney shall send Owner a ten (10) calendar day demand letter for payment notifying the Owner that if full payment is not received within 10 calendar days of the date of the letter the Association intends to file suit to either obtain a money judgment or foreclose on the lien. The demand shall include the updated amount owing, including all collection costs to date.

7. If any assessment remains unpaid by the Owner ten (10) calendar days after the attorney's ten-day demand letter/notice of intent to file suit, the Attorney shall file suit for a money judgment, unless the Board, after recommendation by Attorney, determines that lien foreclosure is advisable under the circumstances. In such cases, the attorney may file a lawsuit for a money judgment, for foreclosure, or for both a money judgment and foreclosure, as permitted by applicable law.

8. If the Association is successful in obtaining a money judgment, Attorney shall collect on the judgment in this order, unless the attorney determines other actions or another order of collection is appropriate under the circumstances: (1) file and send a ten (10) calendar day demand to pay judgment; (2) garnish accounts, wages and/or rents; (3) levy against any personal and real property; and (4) levy against the Lot. Additional steps may be necessary to determine the availability and location of the judgment debtor's assets. If the Association is successful in a lawsuit to foreclose on the lien, Attorney shall proceed as necessary to complete the foreclosure unless otherwise directed by the Board.

BE IT FURTHER RESOLVED that all legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent Owner and shall be collected as an assessment as provided in the Declaration and any applicable addendums and amendments thereto.

BE IT FURTHER RESOLVED that all contacts and/or contracts with the delinquent Owner shall be through Attorney. Neither the Board nor any of its agents shall discuss the collection of the account directly with the Owner after it has been turned over to Attorney, unless one of the attorneys is present or has consented to the contact and/or contract.

BE IT FURTHER RESOLVED, that Attorney shall have the discretion to enter into an installment payment plan with a delinquent Owner, before or after filing a lawsuit, in appropriate circumstances. In cases where a lawsuit has been filed, any such plan must be secured by a Judgment. Any payment plan providing for a down payment of less than the greater of one-third (1/3) of the delinquent balance or twice the current monthly assessment, or a duration in excess of twelve (12) months shall require approval of the Board President.

BE IT FURTHER RESOLVED that Attorney, in its initial demand notice, shall communicate to Owner that the account has been turned over to it for collection, and that all payments are to be made to Attorney until the account has been brought current. Attorney shall deposit all payments in its trust account. Attorney shall disburse all amounts collected according to the provisions of the Association and Attorney representation agreement.

BE IT FURTHER RESOLVED, that nothing in this Resolution precludes the Board from taking further action in the collection of unpaid assessments permitted by the Association's governing documents or applicable law, including, but not limited to, adopting or enforcing rules regarding the termination of utility services paid for out of assessments of the association and access to and use of recreational and service facilities available to owners and, after giving notice and an opportunity to be heard, terminate the rights of any owners to receive such benefits or services until the corrections of any violation covered by such rule has occurred.

BE IT FURTHER RESOLVED that the Board is directed to consult with Attorney and turn over for collection immediately any outstanding account where the Owner files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against the Lot.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all Owners at their last known address. The Board will review all current Owner assessment accounts and begin application of these timelines immediately.

Fee Schedule

ACTION	WHEN THE ACTION WILL BE TAKEN	CHARGE
Lien Preparation	The lien preparation fee will be levied when a lien is recorded	\$90.00
Postage	The postage fee will be levied when a certified letter is mailed to owner.	Equal to actual cost incurred.
Recording	The recording fee will be levied when a lien is filed on the property.	Equal to actual cost incurred.
Returned check (NSF)	The returned check fee will be levied when payment by owner is not honored by their bank.	\$25.00
Turnover to Attorney for collection	The turnover fee will be levied when the account is delivered to the attorney for collection at approximately 120 calendar days past due.	\$250.00

Examples of delinquent warning letters to be sent to homeowners in attempt to collect debt

FIRST WARNING LETTER

Re: «PROP. STREET ADDRESS»

Dear «OWNER'S NAME»:

According to our records, you are now thirty calendar days or more past due in payment of the Assessments owed to Horn Rapids Master Homeowners Association (HRMHA). As per the Assessment and Compliance Payment Resolution a finance charge of 1.5% of the delinquent assessment has been assessed to your account. The total due, as of the above date, is «TOT AMT DUE».

«ITEMIZED BALANCES-INCLUDING PREPAID»

If there is a reason that you are withholding payment or if you are experiencing some financial hardship, please contact our office above to discuss the matter.

We urge you to make full payment immediately or contact the President of the HRMHA at President@hornrapidshoa.com to avoid further collection charges. Payment in the form of check or money order can be mailed to 2600 Clubhouse Lane, Richland, WA 99354 or at the HOA mailbox located at the pool parking lot.

THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

2ND WARNING LETTER

Re: «PROP. STREET ADDRESS»

Dear «OWNER'S NAME»:

A review of our files indicates that you are over 60 calendar days past due. As per the Assessment and Compliance Payment Resolution a finance charge of 1.5% of the delinquent balance has been added to your account. Your total amount due is «TOT AMT DUE».

«ITEMIZED BALANCES-INCLUDING PREPAID»

Your failure to pay the balance due to the Horn Rapids Master Homeowners Association (HRMHA) not only creates problems for the Association in meeting its financial obligations but will result in additional costs to you since you are responsible for any costs incurred by the Community in order to collect your delinquent balance.

The Community's legal documents provide that legal action may be initiated to collect delinquent balances from homeowners. These actions include filing a Lien against your home and turning your account over to an attorney for collections. The Community hereby notifies you that it intends to pursue all legal actions allowed by law to collect the amount you owe. Once legal action is initiated, it will not be terminated until you pay the full amount of delinquent Assessments, late fees, interest, attorney's fees and other costs of collection.

If you would like to set up a payment plan please contact the President of HRMHA at President@hornrapidshoa.com to discuss the matter. Failure to take immediate action either by making full payment or contacting this office will force us to proceed with the collection procedure approved by the Community. Payment in the form of check or money order can be mailed to 2600 Clubhouse Lane, Richland, WA 99354 or at the HOA mailbox located at the pool parking lot.

THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF INTENTION TO CREATE A LIEN

Re: «PROP. STREET ADDRESS»

Dear «OWNER'S NAME»:

The records of Horn Rapids Master Homeowners Association (HRMHA) show that your account is more than ninety calendar days past due and you have an outstanding balance of «TOT AMT DUE».

«ITEMIZED BALANCES-INCLUDING PREPAID»

Demand is hereby made for immediate payment of the balance in full. **If payment in full is not received, Horn Rapids Master Homeowners Association, through its Agent, will file a Statement of Lien against your home and this matter may be referred to Legal Counsel in thirty (30) calendar days in accordance with the policies of the Association. All attorney's fees incurred in the collection of your balance will be added to your account.**

If you wish to dispute the Community's right to create a lien for non-payment of assessments or dispute the amount of delinquency referred to above, you have the right to a hearing before the Community's Board of Directors. If you wish such a hearing you must request it in WRITING within ten (10) calendar days of the date of this letter. You will then be advised of the hearing date, time and place.

This is the only Notice of Intention to Create a Lien you will receive before the Statement of Lien is recorded to secure delinquent assessments. Please send full payment to avoid further collection action and expense. Payment in the form of check or money order can be mailed to 2600 Clubhouse Lane, Richland, WA 99354 or at the HOA mailbox located at the pool parking lot.

The Board or its agent also maintains the right to send this Intent to Create a Lien against the property to the first Mortgage holder, if applicable.

THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

ADDENDUM B, ENFORCEMENT AND FINES PROCESS

1.0 PURPOSE AND SCOPE

This Addendum provides guidance for the Rules, Regulation and Enforcement Committee (RR&EC) as well as Enforcement Officer's (EO) when performing duties associated with enforcement of rules and regulations described in the various governing documents of the Association (e.g. CC&Rs, Rules and Regulations, Architectural Controls Guidelines, Bylaws, City and State Codes). The aforementioned rules were written and/or adopted by the Board of Directors to ensure that:

- Property values are protected
- Deter nuisance activity and promote conformity
- Homes remain aesthetically pleasing
- Amenities and Common areas are well maintained and protected from abuse

This policy is intended to provide the RR&EC and EOs, expectations on how to review and enforce policies related to HRMHA requirements. In most cases, the homeowner is not aware of the requirements or has chosen to ignore the rules and requirements of the Association. The Association will make every effort to educate before imposing notice of violation or fines. Issuing fines and penalties therefore, should be the last course of action.

2.0 RESPONSIBILITIES

1. Board of Directors (Board) are responsible to appoint the Enforcement Officer(s) and when necessary make final determination of enforcement actions which result in fines and other monetary impacts to homeowners.
2. The President of the HRMHA is responsible to oversee the conduct and behavior of the RR&EC and EOs to ensure that a fair but firm approach is being used when enforcing standards and requirements defined in HRMHA documents.
3. The Vice President (VP) of the HRMHA is responsible for the direct guidance of the RR&EC and EOs when conducting official business. This position, in most cases, will be the Chair for the RR&EC.
4. RR&EC Committee is responsible for issuing fines or suspensions of rights when evidence has shown that a homeowner is in violation of a HRMHA requirement and is not willing to correct the issue. The Committee will conduct investigations and hearings to gather additional information related to the violation before issuing the fine or suspension of rights.
5. RR&EC Chair must be a voting member of the Board of Directors and is responsible for ensuring that at least four (4) members of the committee are in attendance for all RR&EC sessions.
6. Enforcement Officer(s) are responsible to educate homeowners on the rules and requirements of the community as it relates to activities that are not conforming to the HOA standards and expectations. EO's will report issues to the RR&EC, make home

visits as necessary, issue notice of violations/Stop Works and work with homeowners to resolve issues.

7. Committee Members are responsible to understand the various documents that govern HRMHA and provide input when necessary on interpretation of the requirements. Other duties include recommending changes to this policy or higher level documents when it becomes necessary to do so. The committee is comprised of at least three members, with the Chair being a voting member of the Board.

3.0 INVESTIGATION OF POTENTIAL ISSUE/CONCERN

1. When NOTIFIED of an issue occurring at a homeowner's physical property, the EO's shall physically go to the location reported and confirm if the issue is valid and warrants correction.

- a. IF the reported issue is NOT valid or more information is needed to make a determination, take no action with homeowner.

Conduct research and if research concludes no issues, then report findings or observation to the requester of the issue.

- b. IF the reported issue is valid but is considered minor in nature, document the issue on section 1 of Attachment 1 "Problem Evaluation" form for tracking purposes. In most cases, the minor infraction can be resolved by placing a door hanger on the property or sending an email to the homeowner explaining the issue and asking for help to resolve the issue. Activation of the RR&EC is not necessary unless this issue is a reoccurring infraction that warrants a stronger approach.

- c. IF the reported issue is clearly a violation of either the CC&Rs or Rules and Regulations, issue a Notice of Violation to the homeowners (see attachment 2), document on Problem Evaluation form and report the violation to the RR&EC. The homeowner must correct the issue immediately or contact the EO to determine a path forward.

Note - If the homeowner is unresponsive or appears to be uncooperative, the EO shall vacate the property at once.

- d. IF the issue is outside the jurisdiction of the HOA, inform the requester that the HOA has no jurisdiction on the concern.
- e. The VP shall review all issues and if required, convene an RR&EC meeting to review the issue/concern.

4.0 RR&EC ISSUES REVIEW

1. The RR&EC shall convene at the request of the EO and determine the level of fine or suspension to be levied on the Homeowner.
2. If progressive enforcement is warranted by a majority vote, the RR&EC Chair shall complete section 1 of Attachment 1 and send the form to the President.
3. The President shall review and approve/reject/modify the recommended actions to be taken by the committee.
 - a. Fine amounts are to be set and revised by the RR&EC based on the facts and circumstances of each violation. A Minimum fine shall not be less than \$10.00 per calendar day. Maximum fine shall not be more than \$50.00 per calendar day. Homeowner shall forfeit their right to vote on matters affecting the community and forfeit their privileges to use facilities managed by the HOA including any common areas until the fine is paid in full.

5.0 ENFORCEMENT OF RR&EC JUDGEMENTS

1. A notice of pending fine or loss of privileges shall be sent via certified mail to the homeowner indicating the violation, amount of potential fine and/or loss of privileges unless the homeowner contacts the RR&EC requesting dispute resolution within 7 calendar days (see section 6.0, Dispute Resolution) or the matter is corrected by the homeowner within the established timeframe.
2. IF after 7 calendar days, no request for dispute resolution has been received, the fine shall become an assessment against the property and collected as an itemized amount during the next dues assessment via the bookkeeper.

6.0 DISPUTE RESOLUTION

1. If the homeowner disagrees with the notice of violation, the homeowner must submit a written notice to the RR&EC requesting a hearing no more than 7 calendar days from the date the notice of violation was given to the homeowner.
2. If the homeowner dispute is received within 7 calendar days of notice, the Chair of the RR&EC shall arrange for the homeowner and committee to meet and discuss the dispute. Once the homeowner has presented their argument, the homeowner shall be excused from the hearing to allow the committee members to review and render judgment.
3. If a resolution without monetary penalty is agreed upon by the committee, a written agreement shall be sent to the homeowner for concurrence and tracked until the homeowner is in full compliance. Failure of the homeowner to fulfill his/her agreement will result in progressive enforcement up to an including issuing fines without another hearing.

4. If the committee determines that fines or penalties should be assessed, the fine shall be assessed against the homeowner by means of adding the fine amount to their quarterly assessment notice. All fines will then be collected via the collection process in Addendum A.

ATTACHMENT 1, PROBLEM EVALUATION

FORM NUMBER: <<YEAR-____>>

PROBLEM EVALUATION FORM			
Home Owner:		Address:	
Section 1	How discovered:		
	Date of Site Visit:	Time of Site Visit:	
	Description of Issue:		
	Source Document:		
	Immediate Action(s) Taken:		
	Actions Recommended:		
	Enforcement Officer:		
	Determination by RR&EC:		
	RR&EC Chair:		
	President Review and Date:		
Section 2	Date Homeowner Resolved Issue:		
	Actions Taken:		
	Enforcement Officer:		Date:
	Board Review:		Date:

ATTACHMENT 2, VIOLATION NOTICE

Notice of Violation

Home Owner: _____

Address: _____

Pursuant to the Horn Rapids Master Homeowners Association (HRMHA) Rules and Regulations Addendum B (Enforcement and Fines Process), the property owner listed above is hereby notified he/she is in violation of the CC&R and/or HRMHA Rules and Regulations. This matter will be brought before the HRMHA Rules, Regulations and Enforcement Committee (RR&EC) for action unless the violation is corrected by the date indicated below.

Specific Violation:

The violation above must be corrected no later than (date): _____

Failure to correct this violation by the date above will result in the loss of privileges as well as fines levied against you and/or your property by the RR&EC of \$10 per calendar day (up to a maximum of \$50/calendar day) for each violation. If violation is not corrected within 30 calendar days, an additional \$10 per calendar day will be assessed against the property.

Appeals:

Before the RR&EC may impose any penalties as outlined in Addendum B of the HRMHA Rules and Regulations, you have an opportunity to bring the matter before the RR&EC Committee within 7 calendar days.

The Committee will then notify you of the hearing date and time within 7 calendar days after your request for hearing.

Mail request for hearing to;

Chair, RR&EC, Horn Rapids Master Homeowners Association
2600 Clubhouse Lane
Richland, WA 99354

Or contact the Vice President of the HOA at Vice.President@hornrapidshoa.com

Enforcement Officer _____ Date: _____

Chair, RR&EC _____ Date _____

COMMERCIAL LICENSING AGREEMENT

This Commercial Licensing Agreement is made and effective August 25, 2003 by and between The City of Richland, Washington, ("Owner" or "Licensor") and Columbia Golf Associates ("Licensee").

Licensor is the owner of land and improvements commonly known as the Horn Rapids Golf Course ("the Golf Course") in Richland, Washington, a full legal description of which is attached as Exhibit A to this Licensing Agreement ("the Premises") and incorporated herein by this reference as if set forth at length.

Licensor desires to license rights to operate a golf course on the Premises to Licensee, and Licensee desires to be licensed by Licensor to operate a golf course on the Premises for the term and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. Term

A. Licensor hereby licenses to Licensee the exclusive right to operate a golf course on the Premises, and Licensee hereby receives such license from Licensor, for an "Initial Term" beginning August 25, 2003, and ending at the date and time when the Court-Determined Local Improvement District foreclosure redemption period terminates; provided, however, that the term of this License shall end sooner if the Licensee or its designee redeems the property sooner; provided, further, that the Licensee shall in any event have the option to terminate this License earlier upon 120 days written notice to the Licensor. Licensor shall use its best efforts to give Licensee possession as nearly as possible at the beginning of the License term. If Licensor is unable to timely provide the Premises, license fees shall abate for the period of delay.

B. Licensee may seek renewal of the License for extended terms of one years by notifying Licensor not less than one hundred eighty (180) days prior to the expiration of each term of its request for renewal. Should Licensee not provide notice as provided in this subsection, Licensor will be allowed during the last five months of the license term to show the property to prospective purchasers/operators upon appropriate and reasonable notice to the on-site operator. The terms and conditions of any renewal of this License shall be subject to the later mutual agreement of the parties, and either party shall be free to refuse to consider any renewal. Licensor shall retain sole and absolute discretion in granting any additional terms for this license.

The Licensor shall have the right to review the balance sheet and profit and loss statement on the Licensee's operation at the Golf Course either during the 120-day period mentioned above following the Licensee's giving of notice of early termination of the License or during the last 120 days of the License term, assuming the parties have not agreed upon an extension of this License for a renewal term. The Licensor shall also have the right during said

120-day time periods to show the Golf Course and Premises to prospective purchasers/operators at reasonable times and upon reasonable advance notice to Licensee.

2. License Fee

A. Licensee shall pay to Licensor during the Initial Term a license fee of \$1.00 per year, payable in advance on the first day of each calendar year during the license term to Licensor at such place designated by written notice from Licensor. The license payment amount for any partial calendar years included in the license term shall be prorated on a daily basis.

B. The license fee for any renewal license term, if created as permitted under this License, shall be \$1.00 per year payable in annual installments as described above.

3. Use

Licensee shall use the Premises to continue to operate Horn Rapids Golf Course to the standards to which it has been operated since its inception but in any event to the level of the Golf Course Maintenance Specifications as provide in Exhibit B. Licensee's rights and responsibilities to operate the Golf Course shall include but not be limited to: managing the Golf Course, clubhouse, pro shop, restaurant and banquet facilities; managing the putting course and driving range; maintaining the Premises in a condition consistent with their condition at the commencement of the Initial Term of this License; hiring and firing employees and independent contractors; applying for, obtaining and maintaining in full force and effect all necessary permits and licenses; purchasing, maintaining, repairing or replacing all necessary equipment and supplies; complying with all legal requirements, including applicable environmental laws; and preparing and maintaining the Golf Course's books, accounts and records. Throughout the term of this License, including any extensions beyond the Initial Term, Licensee shall be entitled to any and all profits derived from the operation of the Golf Course and shall be responsible for any and all losses suffered by the Golf Course.

4. Property Rights

During the term of this License, Licensor and Licensee shall work together to resolve inconsistent or inaccurate legal boundaries. Prior to completing any boundary modifications, the City shall consult with and consider the position of the Licensee as that position relates to the use of the property as a golf course. However, the final determination of the extent of any boundary change shall be made by the City of Richland, holding the property in trust for the Local Improvement District Guaranty Fund, and consistent with the continued use of the property as a golf course.

Licensor hereby vests in Licensee, throughout the term of this License, full legal right and power to oppose any trespass or other infringement, intrusion or burden upon the Premises, including but not limited to allowing Licensee to proceed in Licensor's name to oppose any such trespass or other infringement.

5. Ownership Rights

Licensor hereby agrees and acknowledges that it does not own and has no claim against any of the buildings and equipment listed on Exhibit C to this Agreement or the Golf Course business itself. Upon the termination or other conclusion of this License, title to and right to possession of the buildings and equipment listed in Exhibit C shall remain Licensee's, including the right to remove the buildings and equipment from the Premises. The Licensor shall have the right but not the obligation to purchase the personal property, including facilities claimed to be personal property in Exhibit C for such amount as shall be mutually agreeable to the parties. In order to assist the negotiation of the parties, if deemed necessary, the parties may agree to have the property on Exhibit C appraised by a mutually acceptable appraiser, with the appraisal expenses split between the parties. Regardless, such appraisal shall be for information purposes only and shall not be binding upon either of the parties absent later mutual agreement.

6. Assignment

Licensee shall have the right without Licensor's consent to assign this License to a corporation with which Licensee may merge or consolidate, to any subsidiary of Licensee, to any corporation under common control with Licensee, or to a purchaser of substantially all of Licensee's assets. Except as set forth above, Licensee shall not relicense all or any part of the Premises or assign this License in whole or in part without Licensor's consent, such consent not to be unreasonably withheld or delayed. As a result of the prior relationship between the Licensor and Licensee, and in settlement of some of the issues between the parties, the City reserves the right to modify some or all of the favorable terms in this License should there be an assignment of this License to any party, unless such assignment is a related or wholly owned entity of the Licensee or its principals

7. Repairs

During the License term, Licensee shall make, at Licensee's expense, all reasonable and necessary repairs to the Premises.

8. Alterations and Improvements

Licensee, at Licensee's expense, shall have the right following Licensor's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Premises from time to time as Licensee may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Licensee shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Licensee at the commencement of the License term or placed or installed on the Premises by Licensee thereafter, shall remain Licensee's property free and clear of any claim by Licensor. Licensee shall have the right to remove the same at any time during the term of this License provided that all damage to the Premises caused by such removal shall be repaired by Licensee at Licensee's expense.

9. Property Taxes

Licensee shall pay all current, general real estate taxes (or leasehold taxes, if applicable) as they come due during the term of this License. The parties further agree that the Licensors shall pay all outstanding, delinquent real estate taxes and related interest and penalties prior to county tax foreclosure, and in consideration of the same, the Licensee agrees that in the event the Licensee redeems the property from the Local Improvement District foreclosure sale, then the Licensee shall repay the Licensors for the delinquent taxes, interest and penalties paid by the Licensors under an installment arrangement as follows: The total amount of taxes, interest and penalties paid by City to be repayable on monthly installment basis fully amortized over five years with interest at 5% per annum on the declining principal balance.

Each party shall timely pay the personal property taxes on their respective personal property situated on the Premises.

10. Insurance

Licensee agrees to maintain and pay for, throughout the term of this License, insurance on the Premises of the same type(s) and at the same coverage limits as the insurance covering the Premises as of May 1, 2003. Prior to execution of this license agreement, Licensee shall provide documentation to the Licensors of insurance coverage which names the Licensors as a named insured and permit time for the Licensors to determine that such coverage is adequate to protect the Licensors. The Licensee will provide to Licensors thirty (30) days notification prior to the termination, modification or change in provider for this insurance.

11. Utilities

Licensee shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Licensee on the Premises during the term of this License unless otherwise expressly agreed in writing by Licensors. In the event that any utility or service provided to the Premises is not separately metered, Licensors shall pay the amount due and separately invoice Licensee for Licensee's pro rata share of the charges. Licensee shall pay such amounts within fifteen (15) days of invoice.

12. Entry

Licensors shall have the right to enter upon the Premises at reasonable hours to inspect the same, provided Licensors shall not thereby unreasonably interfere with Licensee's business on the Premises.

13. Damage and Destruction

If the Premises or any part thereof or any pertinence thereto is damaged by fire or other casualty, then the parties agree that any applicable insurance proceeds shall be utilized for the repair or rebuilding of the same, unless the parties mutually agree otherwise in writing.

14. Default

If Licensor or Licensee defaults at any time on any of the covenants or conditions to be kept, observed and performed by it, respectively, and such default shall continue for thirty (30) days after notice thereof in writing to the party in default by the non-defaulting party without correction thereof then having been commenced and thereafter diligently prosecuted, the non-defaulting party may declare the term of this License ended and terminated by giving the defaulting party written notice of such intention. If Licensee is in default, Licensor gives proper notice of default and Licensee does not surrender possession of the Premises, Licensor may reenter the Premises. The non-defaulting party shall have, in addition to the remedy above provided, any other right or remedy available on account of default, either in law or equity. The non-defaulting party shall use reasonable efforts to mitigate its damages, if any.

15. Representations and Warranties

15.1 Licensor's Representations and Warranties. As a material inducement for Licensee to enter into this Agreement, Licensor represents and warrants the following:

- (1) *Power and Authority.* That it is a municipality duly organized, validly existing and in good standing under the laws of the State of Washington; that it is duly qualified to do business and is in good standing in the State of Washington; that it has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Licensor of Licensor's obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which Licensor is a party or by which Licensor is bound.
- (2) *Authorization; Valid Obligation.* That all actions required to be taken by or on behalf of Licensor to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of Licensor enforceable in accordance with its terms, except as the same may be affected by moratoriums or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.
- (3) *Executive Parties.* That the persons executing this Agreement on behalf of Licensor have full power and authority to bind Licensor to the terms hereof.
- (4) *Licensor's Understanding.* That in entering into this Agreement, Licensor has not relied on any statement as to the possibility of future success or as to any similar matters which may have been prepared by Licensee or by any of its Affiliates and understands that no guarantee is made or implied

by Licensee or by any of its Affiliates as to the future earnings or financial success of the Premises.

- (5) *Legal Requirements.* That there are no existing violations of Legal Requirements with respect to the Premises.

15.2 Licensee's Representations and Warranties. As a material inducement to Licenser to enter into this Agreement, Licensee represents and warrants the following:

- (1) *Power and Authority.* That it is a partnership duly organized, validly existing and in good standing under the laws of the State of Washington; that it is duly qualified to do business and is in good standing in the State of Washington; that it has all necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Licensee of Licensee's obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which Licensee is a party or by which Licensee is bound.
- (2) *Authorization: Valid Obligation.* That all actions required to be taken by or on behalf of Licensee to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of Licensee enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.
- (3) *Executing Parties.* That the persons executing this Agreement on behalf of Licensee have full power and authority to bind Licensee to the terms hereof.
- (4) *Licensee's Understanding.* That in entering into this Agreement, Licensee has not relied on any statement from Licenser or any representative or partner of Licenser, except for the Licenser's representations and warranties contained in this Agreement.

16. Quiet Possession

Licenser covenants and warrants that upon performance by Licensee of its obligations hereunder, Licenser will keep and maintain Licensee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the term of this License. However, during the last 120 days of the then current and final term, Licensee shall permit Licenser access at reasonable times and upon reasonable advance notification, to show and evaluate the Golf Course, and its maintenance and operations.

17. Brokers

Licensee represents that Licensee was not shown the Premises by any real estate broker or agent and that Licensee has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge in connection with this License.

18. Waiver

No waiver of any default of Licensor or Licensee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Licensor or Licensee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

19. Memorandum of License

The parties hereto contemplate that this License should not and shall not be filed for record, but in lieu thereof, at the request of either party, Licensor and Licensee shall execute a Memorandum of License to be recorded for the purpose of giving record notice of the appropriate provisions of this License.

20. Headings

The headings used in this License are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this License.

21. Successors

The provisions of this License shall extend to and be binding upon Licensor and Licensee and their respective legal representatives, successors and assigns.

22. Consent

Licensor shall not unreasonably withhold or delay its consent with respect to any matter for which Licensor's consent is required or desirable under this License.

23. Compliance with Law

Licensee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Licensee's use of the Premises. Licensor shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises.

24. Applicable Law

This Agreement and all provisions hereof, irrespective of the place of execution or performance, shall be construed and enforced in accordance with the laws of the State of Washington. Venue for all actions or claims pursuant to this Agreement shall be Seattle, Washington.

25. Savings Clause

If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be held invalid or unenforceable to any extent, the same shall not affect the validity or enforceability of the remainder of this Agreement.

26. Attorneys' Fees and Expenses

In the event of any dispute or litigation concerning the enforcement, validity or interpretation of this Agreement, or any part hereof, the prevailing party shall be entitled to all its reasonable costs, charges, fees and expenses (including reasonable attorneys' fees and costs) from the other party, regardless of whether any litigation is initiated or prosecuted to judgment. The term "attorneys' fees and costs" shall also include, without limitation, all such fees and costs incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and costs were incurred, and shall include all such fees and costs incurred or anticipated to be incurred in collecting or enforcing any judgment in connection therewith.

27. Non-Discrimination in Employment

Licensee will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex or national origin. Licensee will use reasonable and diligent efforts to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Licensee shall not discriminate with respect to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

28. No Third-Party Beneficiaries

This Agreement is not intended and shall not be deemed or construed to convey any rights, powers or privileges on any person, firm, partnership, corporation, or other entity not a party hereto except as may be expressly provided herein to the contrary.

29. Counterparts

This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts should constitute one and the same Agreement.

30. Independent Contractor

Licensor and Licensee acknowledge and agree that Licensee will act as an independent contractor in the performance of its duties and responsibilities set forth in this Agreement. No provisions hereunder shall be intended to create a partnership or joint venture between Licensor and Licensee with respect to the Premises or otherwise, and neither party shall have the power to bind or obligate the other party, except as expressly set forth in this Agreement.

31. Confidentiality

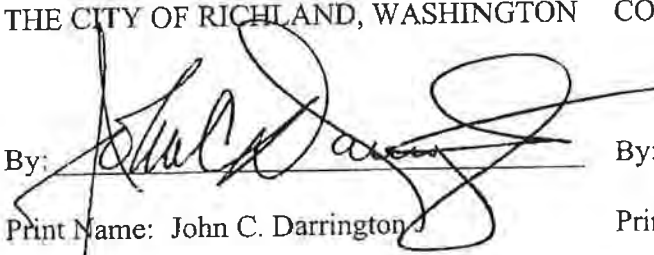
Licensor shall hold confidential any information which Licensor receives in connection with the performance of its obligations hereunder and which concerns Licensee or its operations or business and shall not disclose all or any portion of such information to any third party, except for such disclosures as are reasonably necessary to perform Licensor's obligations hereunder or are required by law or by any proposed lender or mortgagee of the Premises. During the last 120 days of this License, the Licensor shall be provided full access to course performance information for use in presenting to potential purchasers and for valuation purposes.

32. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

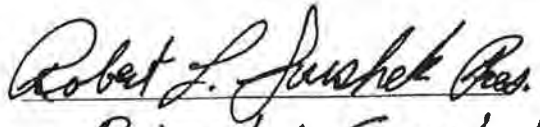
IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

THE CITY OF RICHLAND, WASHINGTON COLUMBIA GOLF ASSOCIATES

By: 

Print Name: John C. Darrington

Title: City Manager

By: 

Print Name: Robert L. Sourshek

Title: Pres.

APPROVED AS TO FORM:

By: Thomas O. Lampson

Print Name: Thomas O. Lampson

Title: City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I CERTIFY that I know or have satisfactory evidence that John Darrington and Thomas O. Lampson are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument, and acknowledged it as the City Manager and City Attorney, respectively, of the City of Richland, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED this 25th day of August, 2003.

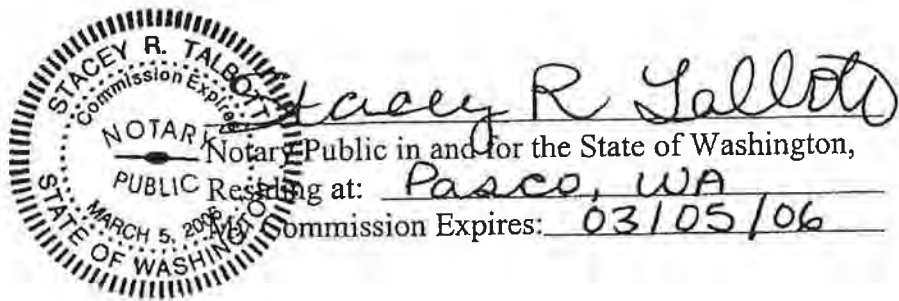


Debra Wiseman
NOTARY PUBLIC, State of Washington,
residing at West Richland
My Commission expires: 11-19-06

STATE OF WASHINGTON)
 : ss.
COUNTY OF BENTON)

I CERTIFY that I know or have satisfactory evidence that ROBERT L. SOUSHEK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument, and acknowledged it as the PRESIDENT, respectively, of COLUMBIA GOLF ASSOCIATES, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 15th day of August, 2003.



PUB981RW
CDEDMARKSP

CITY OF RICHLAND
EXTENDED LEGAL DESCRIPTION PRINTED ON 9:02:37 07/08/03

PAGE 1

PARCEL ID 1 29 0 8 100 0002 000

86.27ac.

SECTION 29 TOWNSHIP 10 NORTH RANGE 28: THAT PORTION OF THE FOLLOWING DESCRIBED LEGAL LYING WITHIN SAID SECTION 29: (AKA GOLF COURSE) THOSE PORTIONS OF SECTION 20, 21, 28 AND 29, TOWNSHIP 10, NORTH RANGE 28, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28: THENCE NORTH 89 DEGREES 22 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 210.81 FEET TO THE SOUTH-WESTERLY MARGIN OF STATE ROUTE 240 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 92.39 FEET TO A POINT OF CURVE: THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTH-WESTERLY MARGIN ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10,085.00 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 03 MINUTES 39 SECONDS A DISTANCE OF 186.73 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 06 SECONDS WEST A DISTANCE OF 255.00 FEET: THENCE SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST A DISTANCE OF 475.39 FEET: THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 77.90 FEET TO A POINT DESIGNATED AS POINT 'A' FOR THE PURPOSE OF THIS DESCRIPTION: THENCE NORTH 82 DEGREES 18 MINUTES 42 SECONDS WEST A DISTANCE OF 23.04 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 742.00 FEET THROUGH A CENTRAL ANGLE OF 29 DEGREES 43 MINUTES 31 SECONDS A DISTANCE OF 384.95 FEET: THENCE NORTH 14 DEGREES 59 MINUTES 24 SECONDS WEST A DISTANCE OF 508.70 FEET: THENCE NORTH 16 DEGREES 01 MINUTES 50 SECONDS EAST A DISTANCE OF 135.61 FEET: THENCE NORTH 51 DEGREES 17 MINUTES 48 SECONDS WEST A DISTANCE OF 1,333.37 FEET: THENCE NORTH 85 DEGREES 53 MINUTES 49 SECONDS WEST A DISTANCE OF 563.46 FEET: THENCE NORTH 61 DEGREES 58 MINUTES 50 SECONDS WEST A DISTANCE OF 358.65 FEET: THENCE NORTH 77 DEGREES 12 MINUTES 20 SECONDS WEST A DISTANCE OF 445.05 FEET: THENCE NORTH 70 DEGREES 47 MINUTES 09 SECONDS WEST A DISTANCE OF 969.21 FEET: THENCE SOUTH 43 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 430.60 FEET: THENCE SOUTH 23 DEGREES 28 MINUTES 27 SECONDS EAST A DISTANCE OF 784.05 FEET: THENCE SOUTH 80 DEGREES 22 MINUTES 52 SECONDS EAST A DISTANCE OF 179.53 FEET: THENCE NORTH 87 DEGREES 48 MINUTES 16 SECONDS EAST A DISTANCE OF 595.60 FEET: THENCE NORTH 75 DEGREES 42 MINUTES 59 SECONDS EAST A DISTANCE OF 608.25 FEET: THENCE SOUTH 78 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 837.06 FEET: THENCE SOUTH 19 DEGREES 14 MINUTES 50 SECONDS EAST A DISTANCE OF 635.28 FEET: THENCE SOUTH 46 DEGREES 54 MINUTES 14 SECONDS EAST A DISTANCE OF 393.54 FEET: THENCE SOUTH 58 DEGREES 04 MINUTES 07 SECONDS EAST A DISTANCE OF 490.37 FEET: THENCE SOUTH 67 DEGREES 09 MINUTES 40 SECONDS WEST A DISTANCE OF 199.36 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 67 DEGREES 38 MINUTES 16 SECONDS DISTANCE OF 422.62 FEET: THENCE NORTH 45 DEGREES 12 MINUTES 04 SECONDS WEST A DISTANCE OF 544.46 FEET: THENCE NORTH 15 DEGREES 41 MINUTES 24 SECONDS WEST A DISTANCE OF 428.64 FEET: THENCE SOUTH 46 DEGREES 09 MINUTES 03 SECONDS WEST A DISTANCE OF 143.94 FEET: THENCE NORTH 73 DEGREES 25 MINUTES 15 SECONDS WEST A DISTANCE OF 829.57 FEET: THENCE SOUTH 76 DEGREES 07 MINUTES 32 SECONDS WEST A DISTANCE OF 352.03 FEET: THENCE SOUTH 87 DEGREES 59 MINUTES 08 SECONDS WEST A DISTANCE OF 592.45 FEET: THENCE NORTH 78 DEGREES 30 MINUTES 24 SECONDS WEST A DISTANCE OF 487.33 FEET: THENCE NORTH 17 DEGREES 47 MINUTES 28

PARCEL ID 1 29 0 8 100 0002 000

SECONDS WEST A DISTANCE OF 448.14 FEET: THENCE NORTH 14 DEGREES 02 MINUTES 54 SECONDS WEST A DISTANCE OF 699.54 FEET: THENCE NORTH 48 DEGREES 39 MINUTES 34 SECONDS EAST A DISTANCE OF 764.06 FEET: THENCE SOUTH 68 DEGREES 42 MINUTES 46 SECONDS EAST A DISTANCE OF 791.83 FEET: THENCE SOUTH 69 DEGREES 57 MINUTES 21 SECONDS EAST A DISTANCE OF 250.95 FEET: THENCE NORTH 83 DEGREES 26 MINUTES 21 SECONDS EAST A DISTANCE OF 562.80 FEET: THENCE NORTH 68 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 273.38 FEET TO SAID SOUTHWESTERLY MARGIN OF STATE ROUTE 240: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 1,912.80 FEET: THENCE SOUTH 37 DEGREES 24 MINUTES 45 SECONDS WEST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 10.00 FEET: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 232.06 FEET TO THE TRUE POINT OF BEGINNING: TOGETHER WITH BEGINNING AT THE ABOVE DESCRIBED POINT 'A': THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 84.16 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 83.22 FEET: THENCE SOUTH 71 DEGREES 52 MINUTES 40 SECONDS EAST A DISTANCE OF 553.94 FEET: THENCE SOUTH 26 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 619.15 FEET: THENCE NORTH 86 DEGREES 21 MINUTES 24 SECONDS EAST A DISTANCE OF 303.06 FEET: THENCE SOUTH 03 DEGREES 23 MINUTES 49 SECONDS WEST A DISTANCE OF 201.19 FEET TO A POINT OF CURVE: THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 86 DEGREES 22 MINUTES 11 SECONDS A DISTANCE OF 37.69 FEET: THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 116.49 FEET TO A POINT OF CURVE: THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 235.62: THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 104.46 FEET TO A POINT OF CURVE: THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 11 MINUTES 32 SECONDS A DISTANCE OF 39.35 FEET TO A POINT OF REVERSE CURVE: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 342.00 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 04 MINUTES 54 SECONDS A DISTANCE OF 90.02 FEET: THENCE SOUTH 15 DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 401.33 FEET: THENCE SOUTH 76 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 47.80 FEET: THENCE SOUTH 00 DEGREES 06 MINUTE 53 SECONDS EAST A DISTANCE OF 396.07 FEET: THENCE SOUTH 86 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 373.35 FEET: THENCE SOUTH 65 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 1357.19 FEET: THENCE SOUTH 60 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 163.03 FEET: THENCE NORTH 48 DEGREES 12 MINUTES 13 SECONDS WEST A DISTANCE OF 944.01 FEET: THENCE NORTH 74 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 320.97 FEET: THENCE SOUTH 63 DEGREES 08 MINUTES 05 SECONDS WEST A DISTANCE OF 509.07 FEET: THENCE NORTH 36 DEGREES 43 MINUTES 28 SECONDS WEST A DISTANCE OF 565.10 FEET: THENCE NORTH 46 DEGREES 16 MINUTES 39 SECONDS WEST A DISTANCE OF 99.56 FEET: THENCE NORTH 77 DEGREES 09 MINUTES 32 SECONDS A DISTANCE OF 426.92 FEET: THENCE NORTH 64 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 1036.94 FEET: THENCE NORTH 60 DEGREES 52

PARCEL ID 1 29 0 8 100 0002 000

MINUTES 51SECONDS WEST A DISTANCE OF 721.93 FEET: THENCE NORTH 52 DEGREES 24 MINUTES 10 SECONDS EAST A DISTANCE OF 1106.57 FEET: THENCE NORTH 57 DEGREES 31 MINUTES 24 SECONDS EAST A DISTANCE OF 405.23 FEET: THENCE SOUTH 84 DEGREES 34 MINUTES 09 SECONDS EAST A DISTANCE OF 747.48 FEET: THENCE SOUTH 24 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 3.75 FEET: THENCE SOUTH 64 DEGREES 02 MINUTES 25 SECONDS WEST A DISTANCE OF 19.20 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 25 DEGREES 38 MINUTES 27 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 642.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 14 MINUTES 30 SECONDS A DISTANCE OF 114.79 FEET: THENCE SOUTH 35 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 90.59 FEET: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 569.00 FEET: THENCE SOUTH 65 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 134.00 FEET: THENCE NORTH 71 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 149.73 FEET: THENCE NORTH 86 DEGREES 38 MINUTES 39 SECONDS EAST A DISTANCE OF 494.00 FEET: THENCE SOUTH 75 DEGREES 23 MINUTES 03 SECONDS EAST A DISTANCE OF 59.34 FEET: THENCE SOUTH 81 DEGREES 05 MINUTES 30 SECONDS EAST A DISTANCE OF 124.00 FEET: THENCE SOUTH 64 DEGREES 55 MINUTES 14 SECONDS A DISTANCE OF 249.01 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 57 DEGREES 37 MINUTES 50 SECONDS WEST: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 32 DEGREES 57 MINUTES 26 SECONDS A DISTANCE OF 205.93 FEET: THENCE SOUTH 65 DEGREES 19 MINUTES 36 SECONDS WEST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE SOUTHWEST-ERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 692.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 123.42 FEET: THENCE NORTH 73 DEGREES 07 MINUTES 56 SECONDS WEST A DISTANCE OF 280.12 FEET: THENCE SOUTH 87 DEGREES 26 MINUTES 27 SECONDS WEST A DISTANCE OF 165.92 FEET: THENCE SOUTH 67 DEGREES 20 MINUTES 30 SECONDS WEST A DISTANCE OF 167.28 FEET: THENCE SOUTH 47 DEGREES 50 MINUTES 27 SECONDS WEST A DISTANCE OF 167.15 FEET: THENCE SOUTH 30 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 97.63 FEET: THENCE NORTH 51 DEGREES 42 MINUTES 21 SECONDS WEST A DISTANCE OF 247.93 FEET: THENCE NORTH 38 DEGREES 17 MINUTES 39 SECONDS EAST A DISTANCE OF 65.47 FEET: THENCE NORTH 25 DEGREES 35 MINUTES 45 SECONDS WEST A DISTANCE OF 807.46 FEET: THENCE NORTH 84 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 460.71 FEET: THENCE SOUTH 64 DEGREES 26 MINUTES 40 SECONDS WEST A DISTANCE OF 435.43 FEET: THENCE SOUTH 49 DEGREES 15 MINUTES 59 SECONDS WEST A DISTANCE OF 461.77 FEET: THENCE SOUTH 48 DEGREES 02 MINUTES 01 SECONDS EAST A DISTANCE OF 272.44 FEET: THENCE SOUTH 66 DEGREES 13 MINUTES 36 SECONDS EAST A DISTANCE OF 637.95 FEET: THENCE NORTH 85 DEGREES 38 MINUTES 52 SECONDS EAST A DISTANCE OF 231.27 FEET: THENCE SOUTH 71 DEGREES 46 MINUTES 53 SECONDS EAST A DISTANCE OF 312.27 FEET: THENCE SOUTH 33 DEGREES 08 MINUTES 15 SECONDS EAST A DISTANCE OF 69.74 FEET: THENCE SOUTH 51 DEGREES 42 MINUTES 21 SECONDS EAST A DISTANCE OF 483.58 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 28 SECONDS EAST A DISTANCE OF 229.95 FEET: THENCE SOUTH 55 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 188.08 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 78 DEGREES

PARCEL ID 1 29 0 8 100 0002 000

12 MINUTES 32 SECONDS EAST: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 462.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 18 SECONDS A DISTANCE OF 7.03 FEET: THENCE SOUTH 72 DEGREES 39 MINUTES 49 SECONDS EAST A DISTANCE OF 84.65 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 80 DEGREES 30 MINUTES 53 SECONDS EAST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 378.00 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 29 SECONDS A DISTANCE OF 20.72 FEET: THENCE NORTH 12 DEGREES 37 MINUTES 36 SECONDS EAST A DISTANCE OF 136.48 FEET: THENCE SOUTH 80 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 779.61 FEET: THENCE SOUTH 53 DEGREES 23 MINUTES 05 SECONDS EAST A DISTANCE OF 748.90 FEET: THENCE NORTH 52 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 532.40 FEET: THENCE NORTH 10 DEGREES 05 MINUTES 41 SECONDS EAST A DISTANCE OF 395.69 FEET: THENCE NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST A DISTANCE OF 70.67 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST: THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 102 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 89.85 FEET: THENCE NORTH 03 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 116.78 FEET: THENCE SOUTH 89 DEGREES 17 MINUTES 26 SECONDS WEST A DISTANCE OF 444.69 FEET: THENCE NORTH 76 DEGREES 22 MINUTES 48 SECONDS WEST A DISTANCE OF 1068.33 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 47 DEGREES 15 MINUTES 49 SECONDS EAST: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 16 SECONDS A DISTANCE OF 142.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 608.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 108.44 FEET: THENCE NORTH 65 DEGREES 19 MINUTES 36 SECONDS EAST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 20 MINUTES 28 SECONDS A DISTANCE OF 110.63 FEET: THENCE SOUTH 58 DEGREES 25 MINUTES 13 SECONDS EAST A DISTANCE OF 169.74 FEET: THENCE SOUTH 65 DEGREES 21 MINUTES 38 SECONDS EAST A DISTANCE OF 85.61 FEET: THENCE SOUTH 77 DEGREES 45 MINUTES 45 SECONDS EAST A DISTANCE OF 559.82 FEET: THENCE SOUTH 65 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 90.29 FEET: THENCE SOUTH 12 DEGREES 02 MINUTES 08 SECONDS WEST A DISTANCE OF 17.65 FEET: THENCE SOUTH 81 DEGREES 12 MINUTES 58 SECONDS EAST A DISTANCE OF 198.99 FEET: THENCE NORTH 28 DEGREES 52 MINUTES 00 SECONDS EAST A DISTANCE OF 189.93 FEET: THENCE NORTH 36 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 94.26 FEET: THENCE NORTH 38 DEGREES 03 MINUTES 16 SECONDS WEST A DISTANCE OF 83.31 FEET: THENCE NORTH 76 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 291.05 FEET: THENCE NORTH 62 DEGREES 44 MINUTES 22 SECONDS WEST A DISTANCE OF 213.55 FEET: THENCE SOUTH 81 DEGREES 00 MINUTES 01 SECONDS WEST A DISTANCE OF 77.68 FEET: THENCE NORTH 86 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 202.11 FEET: THENCE NORTH 54 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 74.38 FEET: THENCE NORTH 23 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 20.51 FEET: THENCE NORTH 57

PARCEL ID 1 29 0 8 100 0002 000

DEGREES 24 MINUTES 01 SECONDS WEST A DISTANCE OF 84.76 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 78 DEGREES 24 MINUTES 22 SECONDS WEST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 23 MINUTES 55 SECONDS A DISTANCE OF 3.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES A DISTANCE OF 326.70 FEET: THENCE NORTH 22 DEGREES 50 MINUTES 20 SECONDS WEST A DISTANCE OF 29.53 FEET TO A POINT OF CURVE: THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 39.27 FEET: THENCE NORTH 67 DEGREES 09 MINUTES 40 SECONDS EAST A DISTANCE OF 206.25 FEET: THENCE SOUTH 34 DEGREES 06 MINUTES 02 SECONDS EAST A DISTANCE OF 319.76 FEET: THENCE SOUTH 63 DEGREES 26 MINUTES 06 SECONDS EAST A DISTANCE OF 418.39 FEET: THENCE SOUTH 53 DEGREES 58 MINUTES 44 SECONDS EAST A DISTANCE OF 152.01 FEET: THENCE SOUTH 62 DEGREES 38 MINUTES 53 SECONDS EAST A DISTANCE OF 67.86 FEET: THENCE SOUTH 50 DEGREES 41 MINUTES 54 SECONDS EAST A DISTANCE OF 152.24 FEET: THENCE SOUTH 27 DEGREES 08 MINUTES 42 SECONDS EAST A DISTANCE OF 31.99 FEET: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET: THENCE NORTH 53 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 153.28 FEET: THENCE NORTH 06 DEGREES 31 MINUTES 51 SECONDS EAST A DISTANCE OF 144.52 FEET: THENCE NORTH 48 DEGREES 19 MINUTES 25 SECONDS WEST A DISTANCE OF 376.86 FEET: THENCE NORTH 61 DEGREES 23 MINUTES 27 SECONDS WEST A DISTANCE OF 508.82 FEET: THENCE NORTH 72 DEGREES 12 MINUTES 48 SECONDS WEST A DISTANCE OF 60.18 FEET: THENCE NORTH 34 DEGREES 37 MINUTES 42 SECONDS WEST A DISTANCE OF 136.13 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 17 DEGREES 47 MINUTES 59 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 29 MINUTES 17 SECONDS A DISTANCE OF 292.71 FEET: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 17.89 FEET TO THE TRUE POINT OF BEGINNING: (PER SWD 96-6256 REC'D 3/13/96 2ND CORRECTION) (AKA GOLF COURSE) LESS THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF LOT 7, BLOCK 3, PLAT OF HORN RAPIDS DIVISION 1 AS RECORDED IN VOLUME 14 OF PLATS, PAGE 171, RECORDS OF BENTON COUNTY, WASHINGTON: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 72.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT: THENCE NORTH 76 DEGREE 20 MINUTES 22 SECONDS WEST A DISTANCE OF 12.81 FEET: THENCE NORTH 24 DEGREES 59 MINUTES 57 SECONDS WEST A DISTANCE OF 56.00 FEET: THENCE NORTH 26 DEGREES 20 MINUTES 27 SECONDS EAST A DISTANCE OF 12.81 FEET TO THE POINT OF BEGINNING. (12/28/95)
END OF FILE

PARCEL ID 1 28 0 8 200 0001 000

63.54ac

SECTION 28 TOWNSHIP 10 NORTH RANGE 28: THAT PORTION OF THE FOLLOWING DESCRIBED LEGAL LYING WITHIN SAID SECTION 28: (AKA GOLF COURSE) THOSE PORTIONS OF SECTION 20, 21, 28 AND 29, TOWNSHIP 10, NORTH RANGE 28, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28: THENCE NORTH 89 DEGREES 22 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 210.81 FEET TO THE SOUTH-WESTERLY MARGIN OF STATE ROUTE 240 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 92.39 FEET TO A POINT OF CURVE: THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTH-WESTERLY MARGIN ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10,085.00 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 03 MINUTES 39 SECONDS A DISTANCE OF 186.73 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 06 SECONDS WEST A DISTANCE OF 255.00 FEET: THENCE SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST A DISTANCE OF 475.39 FEET: THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 77.90 FEET TO A POINT DESIGNATED AS POINT 'A' FOR THE PURPOSE OF THIS DESCRIPTION: THENCE NORTH 82 DEGREES 18 MINUTES 42 SECONDS WEST A DISTANCE OF 23.04 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 742.00 FEET THROUGH A CENTRAL ANGLE OF 29 DEGREES 43 MINUTES 31 SECONDS A DISTANCE OF 384.95 FEET: THENCE NORTH 14 DEGREES 59 MINUTES 24 SECONDS WEST A DISTANCE OF 508.70 FEET: THENCE NORTH 16 DEGREES 01 MINUTES 50 SECONDS EAST A DISTANCE OF 135.61 FEET: THENCE NORTH 51 DEGREES 17 MINUTES 48 SECONDS WEST A DISTANCE OF 1,333.37 FEET: THENCE NORTH 85 DEGREES 53 MINUTES 49 SECONDS WEST A DISTANCE OF 563.46 FEET: THENCE NORTH 61 DEGREES 58 MINUTES 50 SECONDS WEST A DISTANCE OF 358.65 FEET: THENCE NORTH 77 DEGREES 12 MINUTES 20 SECONDS WEST A DISTANCE OF 445.05 FEET: THENCE NORTH 70 DEGREES 47 MINUTES 09 SECONDS WEST A DISTANCE OF 969.21 FEET: THENCE SOUTH 43 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 430.60 FEET: THENCE SOUTH 23 DEGREES 28 MINUTES 27 SECONDS EAST A DISTANCE OF 784.05 FEET: THENCE SOUTH 80 DEGREES 22 MINUTES 52 SECONDS EAST A DISTANCE OF 179.53 FEET: THENCE NORTH 87 DEGREES 48 MINUTES 16 SECONDS EAST A DISTANCE OF 595.60 FEET: THENCE NORTH 75 DEGREES 42 MINUTES 59 SECONDS EAST A DISTANCE OF 608.25 FEET: THENCE SOUTH 78 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 837.06 FEET: THENCE SOUTH 19 DEGREES 14 MINUTES 50 SECONDS EAST A DISTANCE OF 635.28 FEET: THENCE SOUTH 46 DEGREES 54 MINUTES 14 SECONDS EAST A DISTANCE OF 393.54 FEET: THENCE SOUTH 58 DEGREES 04 MINUTES 07 SECONDS EAST A DISTANCE OF 490.37 FEET: THENCE SOUTH 67 DEGREES 09 MINUTES 40 SECONDS WEST A DISTANCE OF 199.36 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 67 DEGREES 38 MINUTES 16 SECONDS DISTANCE OF 422.62 FEET: THENCE NORTH 45 DEGREES 12 MINUTES 04 SECONDS WEST A DISTANCE OF 544.46 FEET: THENCE NORTH 15 DEGREES 41 MINUTES 24 SECONDS WEST A DISTANCE OF 428.64 FEET: THENCE SOUTH 46 DEGREES 09 MINUTES 03 SECONDS WEST A DISTANCE OF 143.94 FEET: THENCE NORTH 73 DEGREES 25 MINUTES 15 SECONDS WEST A DISTANCE OF 829.57 FEET: THENCE SOUTH 76 DEGREES 07 MINUTES 32 SECONDS WEST A DISTANCE OF 352.03 FEET: THENCE SOUTH 87 DEGREES 59 MINUTES 08 SECONDS WEST A DISTANCE OF 592.45 FEET: THENCE NORTH 78 DEGREES 30 MINUTES 24 SECONDS WEST A DISTANCE OF 487.33 FEET: THENCE NORTH 17 DEGREES 47 MINUTES 28

PARCEL ID 1 28 0 8 200 0001 000

SECONDS WEST A DISTANCE OF 448.14 FEET: THENCE NORTH 14 DEGREES 02 MINUTES 54 SECONDS WEST A DISTANCE OF 699.54 FEET: THENCE NORTH 48 DEGREES 39 MINUTES 34 SECONDS EAST A DISTANCE OF 764.06 FEET: THENCE SOUTH 68 DEGREES 42 MINUTES 46 SECONDS EAST A DISTANCE OF 791.83 FEET: THENCE SOUTH 69 DEGREES 57 MINUTES 21 SECONDS EAST A DISTANCE OF 250.95 FEET: THENCE NORTH 83 DEGREES 26 MINUTES 21 SECONDS EAST A DISTANCE OF 562.80 FEET: THENCE NORTH 68 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 273.38 FEET TO SAID SOUTHWESTERLY MARGIN OF STATE ROUTE 240: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 1,912.80 FEET: THENCE SOUTH 37 DEGREES 24 MINUTES 45 SECONDS WEST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 10.00 FEET: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 232.06 FEET TO THE TRUE POINT OF BEGINNING: TOGETHER WITH BEGINNING AT THE ABOVE DESCRIBED POINT 'A': THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 84.16 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 83.22 FEET: THENCE SOUTH 71 DEGREES 52 MINUTES 40 SECONDS EAST A DISTANCE OF 553.94 FEET: THENCE SOUTH 26 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 619.15 FEET: THENCE NORTH 86 DEGREES 21 MINUTES 24 SECONDS EAST A DISTANCE OF 303.06 FEET: THENCE SOUTH 03 DEGREES 23 MINUTES 49 SECONDS WEST A DISTANCE OF 201.19 FEET TO A POINT OF CURVE: THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 86 DEGREES 22 MINUTES 11 SECONDS A DISTANCE OF 37.69 FEET: THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 116.49 FEET TO A POINT OF CURVE: THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 235.62: THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 104.46 FEET TO A POINT OF CURVE: THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 11 MINUTES 32 SECONDS A DISTANCE OF 39.35 FEET TO A POINT OF REVERSE CURVE: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 342.00 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 04 MINUTES 54 SECONDS A DISTANCE OF 90.02 FEET: THENCE SOUTH 15 DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 401.33 FEET: THENCE SOUTH 76 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 47.80 FEET: THENCE SOUTH 00 DEGREES 06 MINUTE 53 SECONDS EAST A DISTANCE OF 396.07 FEET: THENCE SOUTH 86 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 373.35 FEET: THENCE SOUTH 65 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 1357.19 FEET: THENCE SOUTH 60 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 163.03 FEET: THENCE NORTH 48 DEGREES 12 MINUTES 13 SECONDS WEST A DISTANCE OF 944.01 FEET: THENCE NORTH 74 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 320.97 FEET: THENCE SOUTH 63 DEGREES 08 MINUTES 05 SECONDS WEST A DISTANCE OF 509.07 FEET: THENCE NORTH 36 DEGREES 43 MINUTES 28 SECONDS WEST A DISTANCE OF 565.10 FEET: THENCE NORTH 46 DEGREES 16 MINUTES 39 SECONDS WEST A DISTANCE OF 99.56 FEET: THENCE NORTH 77 DEGREES 09 MINUTES 32 SECONDS A DISTANCE OF 426.92 FEET: THENCE NORTH 64 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 1036.94 FEET: THENCE NORTH 60 DEGREES 52

PARCEL ID 1 28 0 8 200 0001 000

MINUTES 51SECONDS WEST A DISTANCE OF 721.93 FEET: THENCE NORTH 52 DEGREES 24 MINUTES 10 SECONDS EAST A DISTANCE OF 1106.57 FEET: THENCE NORTH 57 DEGREES 31 MINUTES 24 SECONDS EAST A DISTANCE OF 405.23 FEET: THENCE SOUTH 84 DEGREES 34 MINUTES 09 SECONDS EAST A DISTANCE OF 747.48 FEET: THENCE SOUTH 24 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 3.75 FEET: THENCE SOUTH 64 DEGREES 02 MINUTES 25 SECONDS WEST A DISTANCE OF 19.20 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 25 DEGREES 38 MINUTES 27 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 642.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 14 MINUTES 30 SECONDS A DISTANCE OF 114.79 FEET: THENCE SOUTH 35 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 90.59 FEET: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 569.00 FEET: THENCE SOUTH 65 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 134.00 FEET: THENCE NORTH 71 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 149.73 FEET: THENCE NORTH 86 DEGREES 38 MINUTES 39 SECONDS EAST A DISTANCE OF 494.00 FEET: THENCE SOUTH 75 DEGREES 23 MINUTES 03 SECONDS EAST A DISTANCE OF 59.34 FEET: THENCE SOUTH 81 DEGREES 05 MINUTES 30 SECONDS EAST A DISTANCE OF 124.00 FEET: THENCE SOUTH 64 DEGREES 55 MINUTES 14 SECONDS A DISTANCE OF 249.01 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 57 DEGREES 37 MINUTES 50 SECONDS WEST: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 32 DEGREES 57 MINUTES 26 SECONDS A DISTANCE OF 205.93 FEET: THENCE SOUTH 65 DEGREES 19 MINUTES 36 SECONDS WEST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE SOUTHWEST-ERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 692.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 123.42 FEET: THENCE NORTH 73 DEGREES 07 MINUTES 56 SECONDS WEST A DISTANCE OF 280.12 FEET: THENCE SOUTH 87 DEGREES 26 MINUTES 27 SECONDS WEST A DISTANCE OF 165.92 FEET: THENCE SOUTH 67 DEGREES 20 MINUTES 30 SECONDS WEST A DISTANCE OF 167.28 FEET: THENCE SOUTH 47 DEGREES 50 MINUTES 27 SECONDS WEST A DISTANCE OF 167.15 FEET: THENCE SOUTH 30 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 97.63 FEET: THENCE NORTH 51 DEGREES 42 MINUTES 21 SECONDS WEST A DISTANCE OF 247.93 FEET: THENCE NORTH 38 DEGREES 17 MINUTES 39 SECONDS EAST A DISTANCE OF 65.47 FEET: THENCE NORTH 25 DEGREES 35 MINUTES 45 SECONDS WEST A DISTANCE OF 807.46 FEET: THENCE NORTH 84 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 460.71 FEET: THENCE SOUTH 64 DEGREES 26 MINUTES 40 SECONDS WEST A DISTANCE OF 435.43 FEET: THENCE SOUTH 49 DEGREES 15 MINUTES 59 SECONDS WEST A DISTANCE OF 461.77 FEET: THENCE SOUTH 48 DEGREES 02 MINUTES 01 SECONDS EAST A DISTANCE OF 272.44 FEET: THENCE SOUTH 66 DEGREES 13 MINUTES 36 SECONDS EAST A DISTANCE OF 637.95 FEET: THENCE NORTH 85 DEGREES 38 MINUTES 52 SECONDS EAST A DISTANCE OF 231.27 FEET: THENCE SOUTH 71 DEGREES 46 MINUTES 53 SECONDS EAST A DISTANCE OF 312.27 FEET: THENCE SOUTH 33 DEGREES 08 MINUTES 15 SECONDS EAST A DISTANCE OF 69.74 FEET: THENCE SOUTH 51 DEGREES 42 MINUTES 21 SECONDS EAST A DISTANCE OF 483.58 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 28 SECONDS EAST A DISTANCE OF 229.95 FEET: THENCE SOUTH 55 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 188.08 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 78 DEGREES

PARCEL ID 1 28 0 8 200 0001 000

12 MINUTES 32 SECONDS EAST: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 462.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 18 SECONDS A DISTANCE OF 7.03 FEET: THENCE SOUTH 72 DEGREES 39 MINUTES 49 SECONDS EAST A DISTANCE OF 84.65 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 80 DEGREES 30 MINUTES 53 SECONDS EAST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 378.00 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 29 SECONDS A DISTANCE OF 20.72 FEET: THENCE NORTH 12 DEGREES 37 MINUTES 36 SECONDS EAST A DISTANCE OF 136.48 FEET: THENCE SOUTH 80 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 779.61 FEET: THENCE SOUTH 53 DEGREES 23 MINUTES 05 SECONDS EAST A DISTANCE OF 748.90 FEET: THENCE NORTH 52 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 532.40 FEET: THENCE NORTH 10 DEGREES 05 MINUTES 41 SECONDS EAST A DISTANCE OF 395.69 FEET: THENCE NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST A DISTANCE OF 70.67 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST: THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 102 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 89.85 FEET: THENCE NORTH 03 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 116.78 FEET: THENCE SOUTH 89 DEGREES 17 MINUTES 26 SECONDS WEST A DISTANCE OF 444.69 FEET: THENCE NORTH 76 DEGREES 22 MINUTES 48 SECONDS WEST A DISTANCE OF 1068.33 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 47 DEGREES 15 MINUTES 49 SECONDS EAST: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 16 SECONDS A DISTANCE OF 142.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 608.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 108.44 FEET: THENCE NORTH 65 DEGREES 19 MINUTES 36 SECONDS EAST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 20 MINUTES 28 SECONDS A DISTANCE OF 110.63 FEET: THENCE SOUTH 58 DEGREES 25 MINUTES 13 SECONDS EAST A DISTANCE OF 169.74 FEET: THENCE SOUTH 65 DEGREES 21 MINUTES 38 SECONDS EAST A DISTANCE OF 85.61 FEET: THENCE SOUTH 77 DEGREES 45 MINUTES 45 SECONDS EAST A DISTANCE OF 559.82 FEET: THENCE SOUTH 65 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 90.29 FEET: THENCE SOUTH 12 DEGREES 02 MINUTES 08 SECONDS WEST A DISTANCE OF 17.65 FEET: THENCE SOUTH 81 DEGREES 12 MINUTES 58 SECONDS EAST A DISTANCE OF 198.99 FEET: THENCE NORTH 28 DEGREES 52 MINUTES 00 SECONDS EAST A DISTANCE OF 189.93 FEET: THENCE NORTH 36 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 94.26 FEET: THENCE NORTH 38 DEGREES 03 MINUTES 16 SECONDS WEST A DISTANCE OF 83.31 FEET: THENCE NORTH 76 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 291.05 FEET: THENCE NORTH 62 DEGREES 44 MINUTES 22 SECONDS WEST A DISTANCE OF 213.55 FEET: THENCE SOUTH 81 DEGREES 00 MINUTES 01 SECONDS WEST A DISTANCE OF 77.68 FEET: THENCE NORTH 86 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 202.11 FEET: THENCE NORTH 54 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 74.38 FEET: THENCE NORTH 23 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 20.51 FEET: THENCE NORTH 57

PARCEL ID 1 28 0 8 200 0001 000

DEGREES 24 MINUTES 01 SECONDS WEST A DISTANCE OF 84.76 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 78 DEGREES 24 MINUTES 22 SECONDS WEST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 23 MINUTES 55 SECONDS A DISTANCE OF 3.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES A DISTANCE OF 326.70 FEET: THENCE NORTH 22 DEGREES 50 MINUTES 20 SECONDS WEST A DISTANCE OF 29.53 FEET TO A POINT OF CURVE: THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 39.27 FEET: THENCE NORTH 67 DEGREES 09 MINUTES 40 SECONDS EAST A DISTANCE OF 206.25 FEET: THENCE SOUTH 34 DEGREES 06 MINUTES 02 SECONDS EAST A DISTANCE OF 319.76 FEET: THENCE SOUTH 63 DEGREES 26 MINUTES 06 SECONDS EAST A DISTANCE OF 418.39 FEET: THENCE SOUTH 53 DEGREES 58 MINUTES 44 SECONDS EAST A DISTANCE OF 152.01 FEET: THENCE SOUTH 62 DEGREES 38 MINUTES 53 SECONDS EAST A DISTANCE OF 67.86 FEET: THENCE SOUTH 50 DEGREES 41 MINUTES 54 SECONDS EAST A DISTANCE OF 152.24 FEET: THENCE SOUTH 27 DEGREES 08 MINUTES 42 SECONDS EAST A DISTANCE OF 31.99 FEET: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET: THENCE NORTH 53 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 153.28 FEET: THENCE NORTH 06 DEGREES 31 MINUTES 51 SECONDS EAST A DISTANCE OF 144.52 FEET: THENCE NORTH 48 DEGREES 19 MINUTES 25 SECONDS WEST A DISTANCE OF 376.86 FEET: THENCE NORTH 61 DEGREES 23 MINUTES 27 SECONDS WEST A DISTANCE OF 508.82 FEET: THENCE NORTH 72 DEGREES 12 MINUTES 48 SECONDS WEST A DISTANCE OF 60.18 FEET: THENCE NORTH 34 DEGREES 37 MINUTES 42 SECONDS WEST A DISTANCE OF 136.13 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 17 DEGREES 47 MINUTES 59 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 29 MINUTES 17 SECONDS A DISTANCE OF 292.71 FEET: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 17.89 FEET TO THE TRUE POINT OF BEGINNING: (PER SWD 96-6256 REC'D 3/13/96 2ND CORRECTION) AKA GOLF COURSE LESS THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 15, BLOCK 1, PLAT OF HORN RAPIDS DIVISION 1 AS RECORDED IN VOLUME 14 OF PLATS, PAGE 171, RECORDS OF BENTON COUNTY, WASHINGTON: THENCE NORTH 71 DEGREES 13 MINUTES 59 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 145.00 FEET TO THE MOST WESTERLY CORNER THEREOF: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET TO THE POINT OF BEGINNING. (QCD 12/28/95 AF#95-29750)
END OF FILE

PARCEL ID 1 20 0 8 400 0001 000

50.73ac

SECTION 20 TOWNSHIP 10 NORTH RANGE 28 EAST: THAT PORTION OF THE FOLLOWING DESCRIBED LEGAL LYING WITHIN SAID SECTION 20:AKA GOLF COURSE THOSE PORTIONS OF SECTION 20, 21, 28 AND 29, TOWNSHIP 10, NORTH RANGE 28, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28: THENCE NORTH 89 DEGREES 22 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 210.81 FEET TO THE SOUTH-WESTERLY MARGIN OF STATE ROUTE 240 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 92.39 FEET TO A POINT OF CURVE: THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTH-WESTERLY MARGIN ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10,085.00 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 03 MINUTES 39 SECONDS A DISTANCE OF 186.73 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 06 SECONDS WEST A DISTANCE OF 255.00 FEET: THENCE SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST A DISTANCE OF 475.39 FEET: THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 77.90 FEET TO A POINT DESIGNATED AS POINT 'A' FOR THE PURPOSE OF THIS DESCRIPTION: THENCE NORTH 82 DEGREES 18 MINUTES 42 SECONDS WEST A DISTANCE OF 23.04 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 742.00 FEET THROUGH A CENTRAL ANGLE OF 29 DEGREES 43 MINUTES 31 SECONDS A DISTANCE OF 384.95 FEET: THENCE NORTH 14 DEGREES 59 MINUTES 24 SECONDS WEST A DISTANCE OF 508.70 FEET: THENCE NORTH 16 DEGREES 01 MINUTES 50 SECONDS EAST A DISTANCE OF 135.61 FEET: THENCE NORTH 51 DEGREES 17 MINUTES 48 SECONDS WEST A DISTANCE OF 1,333.37 FEET: THENCE NORTH 85 DEGREES 53 MINUTES 49 SECONDS WEST A DISTANCE OF 563.46 FEET: THENCE NORTH 61 DEGREES 58 MINUTES 50 SECONDS WEST A DISTANCE OF 358.65 FEET: THENCE NORTH 77 DEGREES 12 MINUTES 20 SECONDS WEST A DISTANCE OF 445.05 FEET: THENCE NORTH 70 DEGREES 47 MINUTES 09 SECONDS WEST A DISTANCE OF 969.21 FEET: THENCE SOUTH 43 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 430.60 FEET: THENCE SOUTH 23 DEGREES 28 MINUTES 27 SECONDS EAST A DISTANCE OF 784.05 FEET: THENCE SOUTH 80 DEGREES 22 MINUTES 52 SECONDS EAST A DISTANCE OF 179.53 FEET: THENCE NORTH 87 DEGREES 48 MINUTES 16 SECONDS EAST A DISTANCE OF 595.60 FEET: THENCE NORTH 75 DEGREES 42 MINUTES 59 SECONDS EAST A DISTANCE OF 608.25 FEET: THENCE SOUTH 78 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 837.06 FEET: THENCE SOUTH 19 DEGREES 14 MINUTES 50 SECONDS EAST A DISTANCE OF 635.28 FEET: THENCE SOUTH 46 DEGREES 54 MINUTES 14 SECONDS EAST A DISTANCE OF 393.54 FEET: THENCE SOUTH 58 DEGREES 04 MINUTES 07 SECONDS EAST A DISTANCE OF 490.37 FEET: THENCE SOUTH 67 DEGREES 09 MINUTES 40 SECONDS WEST A DISTANCE OF 199.36 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 67 DEGREES 38 MINUTES 16 SECONDS A DISTANCE OF 422.62 FEET: THENCE NORTH 45 DEGREES 12 MINUTES 04 SECONDS WEST A DISTANCE OF 544.46 FEET: THENCE NORTH 15 DEGREES 41 MINUTES 24 SECONDS WEST A DISTANCE OF 428.64 FEET: THENCE SOUTH 46 DEGREES 09 MINUTES 03 SECONDS WEST A DISTANCE OF 143.94 FEET: THENCE NORTH 73 DEGREES 25 MINUTES 15 SECONDS WEST A DISTANCE OF 829.57 FEET: THENCE SOUTH 76 DEGREES 07 MINUTES 32 SECONDS WEST A DISTANCE OF 352.03 FEET: THENCE SOUTH 87 DEGREES 59 MINUTES 08 SECONDS WEST A DISTANCE OF 592.45 FEET: THENCE NORTH 78 DEGREES 30 MINUTES 24 SECONDS WEST A DISTANCE OF 487.33 FEET: THENCE NORTH 17 DEGREES 47 MINUTES 28

ARCEL ID 1 20 0 8 400 0001 000

SECONDS WEST A DISTANCE OF 448.14 FEET: THENCE NORTH 14 DEGREES 02 MINUTES 54 SECONDS WEST A DISTANCE OF 699.54 FEET: THENCE NORTH 48 DEGREES 39 MINUTES 34 SECONDS EAST A DISTANCE OF 764.06 FEET: THENCE SOUTH 68 DEGREES 42 MINUTES 46 SECONDS EAST A DISTANCE OF 791.83 FEET: THENCE SOUTH 69 DEGREES 57 MINUTES 21 SECONDS EAST A DISTANCE OF 250.95 FEET: THENCE NORTH 83 DEGREES 26 MINUTES 21 SECONDS EAST A DISTANCE OF 562.80 FEET: THENCE NORTH 68 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 273.38 FEET TO SAID SOUTHWESTERLY MARGIN OF STATE ROUTE 240: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 1,912.80 FEET: THENCE SOUTH 37 DEGREES 24 MINUTES 45 SECONDS WEST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 10.00 FEET: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 232.06 FEET TO THE TRUE POINT OF BEGINNING: TOGETHER WITH BEGINNING AT THE ABOVE DESCRIBED POINT 'A': THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 84.16 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 83.22 FEET: THENCE SOUTH 71 DEGREES 52 MINUTES 40 SECONDS EAST A DISTANCE OF 553.94 FEET: THENCE SOUTH 26 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 619.15 FEET: THENCE NORTH 86 DEGREES 21 MINUTES 24 SECONDS EAST A DISTANCE OF 303.06 FEET: THENCE SOUTH 03 DEGREES 23 MINUTES 49 SECONDS WEST A DISTANCE OF 201.19 FEET TO A POINT OF CURVE: THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 86 DEGREES 22 MINUTES 11 SECONDS A DISTANCE OF 37.69 FEET: THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 116.49 FEET TO A POINT OF CURVE: THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 235.62: THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 104.46 FEET TO A POINT OF CURVE: THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 11 MINUTES 32 SECONDS A DISTANCE OF 39.35 FEET TO A POINT OF REVERSE CURVE: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 342.00 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 04 MINUTES 54 SECONDS A DISTANCE OF 90.02 FEET: THENCE SOUTH 15 DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 401.33 FEET: THENCE SOUTH 76 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 47.80 FEET: THENCE SOUTH 00 DEGREES 06 MINUTE 53 SECONDS EAST A DISTANCE OF 396.07 FEET: THENCE SOUTH 86 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 373.35 FEET: THENCE SOUTH 65 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 1357.19 FEET: THENCE SOUTH 60 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 163.03 FEET: THENCE NORTH 48 DEGREES 12 MINUTES 13 SECONDS WEST A DISTANCE OF 944.01 FEET: THENCE NORTH 74 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 320.97 FEET: THENCE SOUTH 63 DEGREES 08 MINUTES 05 SECONDS WEST A DISTANCE OF 509.07 FEET: THENCE NORTH 36 DEGREES 43 MINUTES 28 SECONDS WEST A DISTANCE OF 565.10 FEET: THENCE NORTH 46 DEGREES 16 MINUTES 39 SECONDS WEST A DISTANCE OF 99.56 FEET: THENCE NORTH 77 DEGREES 09 MINUTES 32 SECONDS A DISTANCE OF 426.92 FEET: THENCE NORTH 64 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 1036.94 FEET: THENCE NORTH 60 DEGREES 52

PARCEL ID 1 20 0 8 400 0001 000

MINUTES 51SECONDS WEST A DISTANCE OF 721.93 FEET: THENCE NORTH 52 DEGREES 24 MINUTES 10 SECONDS EAST A DISTANCE OF 1106.57 FEET: THENCE NORTH 57 DEGREES 31 MINUTES 24 SECONDS EAST A DISTANCE OF 405.23 FEET: THENCE SOUTH 84 DEGREES 34 MINUTES 09 SECONDS EAST A DISTANCE OF 747.48 FEET: THENCE SOUTH 24 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 3.75 FEET: THENCE SOUTH 64 DEGREES 02 MINUTES 25 SECONDS WEST A DISTANCE OF 19.20 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 25 DEGREES 38 MINUTES 27 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 642.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 14 MINUTES 30 SECONDS A DISTANCE OF 114.79 FEET: THENCE SOUTH 35 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 90.59 FEET: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 569.00 FEET: THENCE SOUTH 65 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 134.00 FEET: THENCE NORTH 71 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 149.73 FEET: THENCE NORTH 86 DEGREES 38 MINUTES 39 SECONDS EAST A DISTANCE OF 494.00 FEET: THENCE SOUTH 75 DEGREES 23 MINUTES 03 SECONDS EAST A DISTANCE OF 59.34 FEET: THENCE SOUTH 81 DEGREES 05 MINUTES 30 SECONDS EAST A DISTANCE OF 124.00 FEET: THENCE SOUTH 64 DEGREES 55 MINUTES 14 SECONDS A DISTANCE OF 249.01 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 57 DEGREES 37 MINUTES 50 SECONDS WEST: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 32 DEGREES 57 MINUTES 26 SECONDS A DISTANCE OF 205.93 FEET: THENCE SOUTH 65 DEGREES 19 MINUTES 36 SECONDS WEST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE SOUTHWEST-ERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 692.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 123.42 FEET: THENCE NORTH 73 DEGREES 07 MINUTES 56 SECONDS WEST A DISTANCE OF 280.12 FEET: THENCE SOUTH 87 DEGREES 26 MINUTES 27 SECONDS WEST A DISTANCE OF 165.92 FEET: THENCE SOUTH 67 DEGREES 20 MINUTES 30 SECONDS WEST A DISTANCE OF 167.28 FEET: THENCE SOUTH 47 DEGREES 50 MINUTES 27 SECONDS WEST A DISTANCE OF 167.15 FEET: THENCE SOUTH 30 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 97.63 FEET: THENCE NORTH 51 DEGREES 42 MINUTES 21 SECONDS WEST A DISTANCE OF 247.93 FEET: THENCE NORTH 38 DEGREES 17 MINUTES 39 SECONDS EAST A DISTANCE OF 65.47 FEET: THENCE NORTH 25 DEGREES 35 MINUTES 45 SECONDS WEST A DISTANCE OF 807.46 FEET: THENCE NORTH 84 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 460.71 FEET: THENCE SOUTH 64 DEGREES 26 MINUTES 40 SECONDS WEST A DISTANCE OF 435.43 FEET: THENCE SOUTH 49 DEGREES 15 MINUTES 59 SECONDS WEST A DISTANCE OF 461.77 FEET: THENCE SOUTH 48 DEGREES 02 MINUTES 01 SECONDS EAST A DISTANCE OF 272.44 FEET: THENCE SOUTH 66 DEGREES 13 MINUTES 36 SECONDS EAST A DISTANCE OF 637.95 FEET: THENCE NORTH 85 DEGREES 38 MINUTES 52 SECONDS EAST A DISTANCE OF 231.27 FEET: THENCE SOUTH 71 DEGREES 46 MINUTES 53 SECONDS EAST A DISTANCE OF 312.27 FEET: THENCE SOUTH 33 DEGREES 08 MINUTES 15 SECONDS EAST A DISTANCE OF 69.74 FEET: THENCE SOUTH 51 DEGREES 42 MINUTES 21 SECONDS EAST A DISTANCE OF 483.58 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 28 SECONDS EAST A DISTANCE OF 229.95 FEET: THENCE SOUTH 55 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 188.08 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 78 DEGREES

ARCEL ID 1 20 0 8 400 0001 000

12 MINUTES 32 SECONDS EAST: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 462.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 18 SECONDS A DISTANCE OF 7.03 FEET: THENCE SOUTH 72 DEGREES 39 MINUTES 49 SECONDS EAST A DISTANCE OF 84.65 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 80 DEGREES 30 MINUTES 53 SECONDS EAST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 378.00 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 29 SECONDS A DISTANCE OF 20.72 FEET: THENCE NORTH 12 DEGREES 37 MINUTES 36 SECONDS EAST A DISTANCE OF 136.48 FEET: THENCE SOUTH 80 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 779.61 FEET: THENCE SOUTH 53 DEGREES 23 MINUTES 05 SECONDS EAST A DISTANCE OF 748.90 FEET: THENCE NORTH 52 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 532.40 FEET: THENCE NORTH 10 DEGREES 05 MINUTES 41 SECONDS EAST A DISTANCE OF 395.69 FEET: THENCE NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST A DISTANCE OF 70.67 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST: THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 102 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 89.85 FEET: THENCE NORTH 03 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 116.78 FEET: THENCE SOUTH 89 DEGREES 17 MINUTES 26 SECONDS WEST A DISTANCE OF 444.69 FEET: THENCE NORTH 76 DEGREES 22 MINUTES 48 SECONDS WEST A DISTANCE OF 1068.33 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 47 DEGREES 15 MINUTES 49 SECONDS EAST: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 16 SECONDS A DISTANCE OF 142.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 608.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 108.44 FEET: THENCE NORTH 65 DEGREES 19 MINUTES 36 SECONDS EAST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 20 MINUTES 28 SECONDS A DISTANCE OF 110.63 FEET: THENCE SOUTH 58 DEGREES 25 MINUTES 13 SECONDS EAST A DISTANCE OF 169.74 FEET: THENCE SOUTH 65 DEGREES 21 MINUTES 38 SECONDS EAST A DISTANCE OF 85.61 FEET: THENCE SOUTH 77 DEGREES 45 MINUTES 45 SECONDS EAST A DISTANCE OF 559.82 FEET: THENCE SOUTH 65 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 90.29 FEET: THENCE SOUTH 12 DEGREES 02 MINUTES 08 SECONDS WEST A DISTANCE OF 17.65 FEET: THENCE SOUTH 81 DEGREES 12 MINUTES 58 SECONDS EAST A DISTANCE OF 198.99 FEET: THENCE NORTH 28 DEGREES 52 MINUTES 00 SECONDS EAST A DISTANCE OF 189.93 FEET: THENCE NORTH 36 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 94.26 FEET: THENCE NORTH 38 DEGREES 03 MINUTES 16 SECONDS WEST A DISTANCE OF 83.31 FEET: THENCE NORTH 76 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 291.05 FEET: THENCE NORTH 62 DEGREES 44 MINUTES 22 SECONDS WEST A DISTANCE OF 213.55 FEET: THENCE SOUTH 81 DEGREES 00 MINUTES 01 SECONDS WEST A DISTANCE OF 77.68 FEET: THENCE NORTH 86 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 202.11 FEET: THENCE NORTH 54 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 74.38 FEET: THENCE NORTH 23 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 20.51 FEET: THENCE NORTH 57

\RCEL ID 1 20 0 8 400 0001 000

DEGREES 24 MINUTES 01 SECONDS WEST A DISTANCE OF 84.76 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 78 DEGREES 24 MINUTES 22 SECONDS WEST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 23 MINUTES 55 SECONDS A DISTANCE OF 3.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES A DISTANCE OF 326.70 FEET: THENCE NORTH 22 DEGREES 50 MINUTES 20 SECONDS WEST A DISTANCE OF 29.53 FEET TO A POINT OF CURVE: THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 39.27 FEET: THENCE NORTH 67 DEGREES 09 MINUTES 40 SECONDS EAST A DISTANCE OF 206.25 FEET: THENCE SOUTH 34 DEGREES 06 MINUTES 02 SECONDS EAST A DISTANCE OF 319.76 FEET: THENCE SOUTH 63 DEGREES 26 MINUTES 06 SECONDS EAST A DISTANCE OF 418.39 FEET: THENCE SOUTH 53 DEGREES 58 MINUTES 44 SECONDS EAST A DISTANCE OF 152.01 FEET: THENCE SOUTH 62 DEGREES 38 MINUTES 53 SECONDS EAST A DISTANCE OF 67.86 FEET: THENCE SOUTH 50 DEGREES 41 MINUTES 54 SECONDS EAST A DISTANCE OF 152.24 FEET: THENCE SOUTH 27 DEGREES 08 MINUTES 42 SECONDS EAST A DISTANCE OF 31.99 FEET: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET: THENCE NORTH 53 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 153.28 FEET: THENCE NORTH 06 DEGREES 31 MINUTES 51 SECONDS EAST A DISTANCE OF 144.52 FEET: THENCE NORTH 48 DEGREES 19 MINUTES 25 SECONDS WEST A DISTANCE OF 376.86 FEET: THENCE NORTH 61 DEGREES 23 MINUTES 27 SECONDS WEST A DISTANCE OF 508.82 FEET: THENCE NORTH 72 DEGREES 12 MINUTES 48 SECONDS WEST A DISTANCE OF 60.18 FEET: THENCE NORTH 34 DEGREES 37 MINUTES 42 SECONDS WEST A DISTANCE OF 136.13 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 17 DEGREES 47 MINUTES 59 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 29 MINUTES 17 SECONDS A DISTANCE OF 292.71 FEET: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 17.89 FEET TO THE TRUE POINT OF BEGINNING: (PER SWD 96-6256 REC'D 3/13/96 2ND CORRECTION) AKA GOLF COURSE
END OF FILE

PARCEL ID 1 21 0 8 300 0000 000

SECTION 21 TOWNSHIP 10 NORTH RANGE 28: THAT PORTION OF THE FOLLOWING DESCRIBED LEGAL LYING WITHIN SAID SECTION 21: (AKA GOLF COURSE) THOSE PORTIONS OF SECTION 20, 21, 28 AND 29, TOWNSHIP 10, NORTH RANGE 28, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28: THENCE NORTH 89 DEGREES 22 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 210.81 FEET TO THE SOUTH-WESTERLY MARGIN OF STATE ROUTE 240 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 92.39 FEET TO A POINT OF CURVE: THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTH-WESTERLY MARGIN ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10,085.00 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 03 MINUTES 39 SECONDS A DISTANCE OF 186.73 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 06 SECONDS WEST A DISTANCE OF 255.00 FEET: THENCE SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST A DISTANCE OF 475.39 FEET: THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 77.90 FEET TO A POINT DESIGNATED AS POINT 'A' FOR THE PURPOSE OF THIS DESCRIPTION: THENCE NORTH 82 DEGREES 18 MINUTES 42 SECONDS WEST A DISTANCE OF 23.04 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 742.00 FEET THROUGH A CENTRAL ANGLE OF 29 DEGREES 43 MINUTES 31 SECONDS A DISTANCE OF 384.95 FEET: THENCE NORTH 14 DEGREES 59 MINUTES 24 SECONDS WEST A DISTANCE OF 508.70 FEET: THENCE NORTH 16 DEGREES 01 MINUTES 50 SECONDS EAST A DISTANCE OF 135.61 FEET: THENCE NORTH 51 DEGREES 17 MINUTES 48 SECONDS WEST A DISTANCE OF 1,333.37 FEET: THENCE NORTH 85 DEGREES 53 MINUTES 49 SECONDS WEST A DISTANCE OF 563.46 FEET: THENCE NORTH 61 DEGREES 58 MINUTES 50 SECONDS WEST A DISTANCE OF 358.65 FEET: THENCE NORTH 77 DEGREES 12 MINUTES 20 SECONDS WEST A DISTANCE OF 445.05 FEET: THENCE NORTH 70 DEGREES 47 MINUTES 09 SECONDS WEST A DISTANCE OF 969.21 FEET: THENCE SOUTH 43 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 430.60 FEET: THENCE SOUTH 23 DEGREES 28 MINUTES 27 SECONDS EAST A DISTANCE OF 784.05 FEET: THENCE SOUTH 80 DEGREES 22 MINUTES 52 SECONDS EAST A DISTANCE OF 179.53 FEET: THENCE NORTH 87 DEGREES 48 MINUTES 16 SECONDS EAST A DISTANCE OF 595.60 FEET: THENCE NORTH 75 DEGREES 42 MINUTES 59 SECONDS EAST A DISTANCE OF 608.25 FEET: THENCE SOUTH 78 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 837.06 FEET: THENCE SOUTH 19 DEGREES 14 MINUTES 50 SECONDS EAST A DISTANCE OF 635.28 FEET: THENCE SOUTH 46 DEGREES 54 MINUTES 14 SECONDS EAST A DISTANCE OF 393.54 FEET: THENCE SOUTH 58 DEGREES 04 MINUTES 07 SECONDS EAST A DISTANCE OF 490.37 FEET: THENCE SOUTH 67 DEGREES 09 MINUTES 40 SECONDS WEST A DISTANCE OF 199.36 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 67 DEGREES 38 MINUTES 16 SECONDS A DISTANCE OF 422.62 FEET: THENCE NORTH 45 DEGREES 12 MINUTES 04 SECONDS WEST A DISTANCE OF 544.46 FEET: THENCE NORTH 15 DEGREES 41 MINUTES 24 SECONDS WEST A DISTANCE OF 428.64 FEET: THENCE SOUTH 46 DEGREES 09 MINUTES 03 SECONDS WEST A DISTANCE OF 143.94 FEET: THENCE NORTH 73 DEGREES 25 MINUTES 15 SECONDS WEST A DISTANCE OF 829.57 FEET: THENCE SOUTH 76 DEGREES 07 MINUTES 32 SECONDS WEST A DISTANCE OF 352.03 FEET: THENCE SOUTH 87 DEGREES 59 MINUTES 08 SECONDS WEST A DISTANCE OF 592.45 FEET: THENCE NORTH 78 DEGREES 30 MINUTES 24 SECONDS WEST A DISTANCE OF 487.33 FEET: THENCE NORTH 17 DEGREES 47 MINUTES 28

PARCEL ID 1 21 0 8 300 0000 000

SECONDS WEST A DISTANCE OF 448.14 FEET: THENCE NORTH 14 DEGREES 02 MINUTES 54 SECONDS WEST A DISTANCE OF 699.54 FEET: THENCE NORTH 48 DEGREES 39 MINUTES 34 SECONDS EAST A DISTANCE OF 764.06 FEET: THENCE SOUTH 68 DEGREES 42 MINUTES 46 SECONDS EAST A DISTANCE OF 791.83 FEET: THENCE SOUTH 69 DEGREES 57 MINUTES 21 SECONDS EAST A DISTANCE OF 250.95 FEET: THENCE NORTH 83 DEGREES 26 MINUTES 21 SECONDS EAST A DISTANCE OF 562.80 FEET: THENCE NORTH 68 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 273.38 FEET TO SAID SOUTHWESTERLY MARGIN OF STATE ROUTE 240: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 1,912.80 FEET: THENCE SOUTH 37 DEGREES 24 MINUTES 45 SECONDS WEST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 10.00 FEET: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 232.06 FEET TO THE TRUE POINT OF BEGINNING: TOGETHER WITH BEGINNING AT THE ABOVE DESCRIBED POINT 'A': THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 84.16 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 83.22 FEET: THENCE SOUTH 71 DEGREES 52 MINUTES 40 SECONDS EAST A DISTANCE OF 553.94 FEET: THENCE SOUTH 26 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 619.15 FEET: THENCE NORTH 86 DEGREES 21 MINUTES 24 SECONDS EAST A DISTANCE OF 303.06 FEET: THENCE SOUTH 03 DEGREES 23 MINUTES 49 SECONDS WEST A DISTANCE OF 201.19 FEET TO A POINT OF CURVE: THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 86 DEGREES 22 MINUTES 11 SECONDS A DISTANCE OF 37.69 FEET: THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 116.49 FEET TO A POINT OF CURVE: THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 235.62: THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 104.46 FEET TO A POINT OF CURVE: THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 11 MINUTES 32 SECONDS A DISTANCE OF 39.35 FEET TO A POINT OF REVERSE CURVE: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 342.00 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 04 MINUTES 54 SECONDS A DISTANCE OF 90.02 FEET: THENCE SOUTH 15 DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 401.33 FEET: THENCE SOUTH 76 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 47.80 FEET: THENCE SOUTH 00 DEGREES 06 MINUTE 53 SECONDS EAST A DISTANCE OF 396.07 FEET: THENCE SOUTH 86 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 373.35 FEET: THENCE SOUTH 65 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 1357.19 FEET: THENCE SOUTH 60 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 163.03 FEET: THENCE NORTH 48 DEGREES 12 MINUTES 13 SECONDS WEST A DISTANCE OF 944.01 FEET: THENCE NORTH 74 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 320.97 FEET: THENCE SOUTH 63 DEGREES 08 MINUTES 05 SECONDS WEST A DISTANCE OF 509.07 FEET: THENCE NORTH 36 DEGREES 43 MINUTES 28 SECONDS WEST A DISTANCE OF 565.10 FEET: THENCE NORTH 46 DEGREES 16 MINUTES 39 SECONDS WEST A DISTANCE OF 99.56 FEET: THENCE NORTH 77 DEGREES 09 MINUTES 32 SECONDS A DISTANCE OF 426.92 FEET: THENCE NORTH 64 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 1036.94 FEET: THENCE NORTH 60 DEGREES 52

PARCEL ID 1 21 0 8 300 0000 000

MINUTES 51SECONDS WEST A DISTANCE OF 721.93 FEET: THENCE NORTH 52 DEGREES 24 MINUTES 10 SECONDS EAST A DISTANCE OF 1106.57 FEET: THENCE NORTH 57 DEGREES 31 MINUTES 24 SECONDS EAST A DISTANCE OF 405.23 FEET: THENCE SOUTH 84 DEGREES 34 MINUTES 09 SECONDS EAST A DISTANCE OF 747.48 FEET: THENCE SOUTH 24 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 3.75 FEET: THENCE SOUTH 64 DEGREES 02 MINUTES 25 SECONDS WEST A DISTANCE OF 19.20 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 25 DEGREES 38 MINUTES 27 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 642.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 14 MINUTES 30 SECONDS A DISTANCE OF 114.79 FEET: THENCE SOUTH 35 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 90.59 FEET: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 569.00 FEET: THENCE SOUTH 65 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 134.00 FEET: THENCE NORTH 71 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 149.73 FEET: THENCE NORTH 86 DEGREES 38 MINUTES 39 SECONDS EAST A DISTANCE OF 494.00 FEET: THENCE SOUTH 75 DEGREES 23 MINUTES 03 SECONDS EAST A DISTANCE OF 59.34 FEET: THENCE SOUTH 81 DEGREES 05 MINUTES 30 SECONDS EAST A DISTANCE OF 124.00 FEET: THENCE SOUTH 64 DEGREES 55 MINUTES 14 SECONDS A DISTANCE OF 249.01 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 57 DEGREES 37 MINUTES 50 SECONDS WEST: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 32 DEGREES 57 MINUTES 26 SECONDS A DISTANCE OF 205.93 FEET: THENCE SOUTH 65 DEGREES 19 MINUTES 36 SECONDS WEST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE SOUTHWEST-ERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 692.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 123.42 FEET: THENCE NORTH 73 DEGREES 07 MINUTES 56 SECONDS WEST A DISTANCE OF 280.12 FEET: THENCE SOUTH 87 DEGREES 26 MINUTES 27 SECONDS WEST A DISTANCE OF 165.92 FEET: THENCE SOUTH 67 DEGREES 20 MINUTES 30 SECONDS WEST A DISTANCE OF 167.28 FEET: THENCE SOUTH 47 DEGREES 50 MINUTES 27 SECONDS WEST A DISTANCE OF 167.15 FEET: THENCE SOUTH 30 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 97.63 FEET: THENCE NORTH 51 DEGREES 42 MINUTES 21 SECONDS WEST A DISTANCE OF 247.93 FEET: THENCE NORTH 38 DEGREES 17 MINUTES 39 SECONDS EAST A DISTANCE OF 65.47 FEET: THENCE NORTH 25 DEGREES 35 MINUTES 45 SECONDS WEST A DISTANCE OF 807.46 FEET: THENCE NORTH 84 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 460.71 FEET: THENCE SOUTH 64 DEGREES 26 MINUTES 40 SECONDS WEST A DISTANCE OF 435.43 FEET: THENCE SOUTH 49 DEGREES 15 MINUTES 59 SECONDS WEST A DISTANCE OF 461.77 FEET: THENCE SOUTH 48 DEGREES 02 MINUTES 01 SECONDS EAST A DISTANCE OF 272.44 FEET: THENCE SOUTH 66 DEGREES 13 MINUTES 36 SECONDS EAST A DISTANCE OF 637.95 FEET: THENCE NORTH 85 DEGREES 38 MINUTES 52 SECONDS EAST A DISTANCE OF 231.27 FEET: THENCE SOUTH 71 DEGREES 46 MINUTES 53 SECONDS EAST A DISTANCE OF 312.27 FEET: THENCE SOUTH 33 DEGREES 08 MINUTES 15 SECONDS EAST A DISTANCE OF 69.74 FEET: THENCE SOUTH 51 DEGREES 42 MINUTES 21 SECONDS EAST A DISTANCE OF 483.58 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 28 SECONDS EAST A DISTANCE OF 229.95 FEET: THENCE SOUTH 55 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 188.08 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 78 DEGREES

PARCEL ID 1 21 0 8 300 0000 000

12 MINUTES 32 SECONDS EAST: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 462.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 18 SECONDS A DISTANCE OF 7.03 FEET: THENCE SOUTH 72 DEGREES 39 MINUTES 49 SECONDS EAST A DISTANCE OF 84.65 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 80 DEGREES 30 MINUTES 53 SECONDS EAST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 378.00 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 29 SECONDS A DISTANCE OF 20.72 FEET: THENCE NORTH 12 DEGREES 37 MINUTES 36 SECONDS EAST A DISTANCE OF 136.48 FEET: THENCE SOUTH 80 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 779.61 FEET: THENCE SOUTH 53 DEGREES 23 MINUTES 05 SECONDS EAST A DISTANCE OF 748.90 FEET: THENCE NORTH 52 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 532.40 FEET: THENCE NORTH 10 DEGREES 05 MINUTES 41 SECONDS EAST A DISTANCE OF 395.69 FEET: THENCE NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST A DISTANCE OF 70.67 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST: THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 102 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 89.85 FEET: THENCE NORTH 03 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 116.78 FEET: THENCE SOUTH 89 DEGREES 17 MINUTES 26 SECONDS WEST A DISTANCE OF 444.69 FEET: THENCE NORTH 76 DEGREES 22 MINUTES 48 SECONDS WEST A DISTANCE OF 1068.33 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 47 DEGREES 15 MINUTES 49 SECONDS EAST: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 16 SECONDS A DISTANCE OF 142.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 608.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 108.44 FEET: THENCE NORTH 65 DEGREES 19 MINUTES 36 SECONDS EAST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 20 MINUTES 28 SECONDS A DISTANCE OF 110.63 FEET: THENCE SOUTH 58 DEGREES 25 MINUTES 13 SECONDS EAST A DISTANCE OF 169.74 FEET: THENCE SOUTH 65 DEGREES 21 MINUTES 38 SECONDS EAST A DISTANCE OF 85.61 FEET: THENCE SOUTH 77 DEGREES 45 MINUTES 45 SECONDS EAST A DISTANCE OF 559.82 FEET: THENCE SOUTH 65 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 90.29 FEET: THENCE SOUTH 12 DEGREES 02 MINUTES 08 SECONDS WEST A DISTANCE OF 17.65 FEET: THENCE SOUTH 81 DEGREES 12 MINUTES 58 SECONDS EAST A DISTANCE OF 198.99 FEET: THENCE NORTH 28 DEGREES 52 MINUTES 00 SECONDS EAST A DISTANCE OF 189.93 FEET: THENCE NORTH 36 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 94.26 FEET: THENCE NORTH 38 DEGREES 03 MINUTES 16 SECONDS WEST A DISTANCE OF 83.31 FEET: THENCE NORTH 76 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 291.05 FEET: THENCE NORTH 62 DEGREES 44 MINUTES 22 SECONDS WEST A DISTANCE OF 213.55 FEET: THENCE SOUTH 81 DEGREES 00 MINUTES 01 SECONDS WEST A DISTANCE OF 77.68 FEET: THENCE NORTH 86 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 202.11 FEET: THENCE NORTH 54 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 74.38 FEET: THENCE NORTH 23 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 20.51 FEET: THENCE NORTH 57

PARCEL ID 1 21 0 8 300 0000 000

DEGREES 24 MINUTES 01 SECONDS WEST A DISTANCE OF 84.76 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 78 DEGREES 24 MINUTES 22 SECONDS WEST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 23 MINUTES 55 SECONDS A DISTANCE OF 3.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES A DISTANCE OF 326.70 FEET: THENCE NORTH 22 DEGREES 50 MINUTES 20 SECONDS WEST A DISTANCE OF 29.53 FEET TO A POINT OF CURVE: THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 39.27 FEET: THENCE NORTH 67 DEGREES 09 MINUTES 40 SECONDS EAST A DISTANCE OF 206.25 FEET: THENCE SOUTH 34 DEGREES 06 MINUTES 02 SECONDS EAST A DISTANCE OF 319.76 FEET: THENCE SOUTH 63 DEGREES 26 MINUTES 06 SECONDS EAST A DISTANCE OF 418.39 FEET: THENCE SOUTH 53 DEGREES 58 MINUTES 44 SECONDS EAST A DISTANCE OF 152.01 FEET: THENCE SOUTH 62 DEGREES 38 MINUTES 53 SECONDS EAST A DISTANCE OF 67.86 FEET: THENCE SOUTH 50 DEGREES 41 MINUTES 54 SECONDS EAST A DISTANCE OF 152.24 FEET: THENCE SOUTH 27 DEGREES 08 MINUTES 42 SECONDS EAST A DISTANCE OF 31.99 FEET: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET: THENCE NORTH 53 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 153.28 FEET: THENCE NORTH 06 DEGREES 31 MINUTES 51 SECONDS EAST A DISTANCE OF 144.52 FEET: THENCE NORTH 48 DEGREES 19 MINUTES 25 SECONDS WEST A DISTANCE OF 376.86 FEET: THENCE NORTH 61 DEGREES 23 MINUTES 27 SECONDS WEST A DISTANCE OF 508.82 FEET: THENCE NORTH 72 DEGREES 12 MINUTES 48 SECONDS WEST A DISTANCE OF 60.18 FEET: THENCE NORTH 34 DEGREES 37 MINUTES 42 SECONDS WEST A DISTANCE OF 136.13 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 17 DEGREES 47 MINUTES 59 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 29 MINUTES 17 SECONDS A DISTANCE OF 292.71 FEET: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 17.89 FEET TO THE TRUE POINT OF BEGINNING: (PER SWD 96-6256 REC'D 3/13/96 2ND CORRECTION) AKA GOLF COURSE
END OF FILE

EXHIBIT B

GOLF COURSE MAINTENANCE SPECIFICATIONS

"Maintenance Standards" shall mean the maintenance standards for the Golf Course designed to insure maintenance of the grounds in an attractive and playable condition, which standards are set forth below, or such other similar standards that may be from time to time required by the USGA to insure a similar standard of maintenance; provided that such similar standards are (i) approved by the City, which approval shall not be unreasonably withheld, and (ii) are commensurate with the Comparable Facilities.

1. SUPERVISION OF MAINTENANCE

(a) The golf course superintendent shall be responsible for supervising the maintenance of the course. He will be a Golf Course Superintendents of America Affiliated Golf Course superintendent employed full-time at the course who will develop the maintenance program and be responsible for its implementation. At least one full-time crew member shall have a current pesticide applicator's license as required by State law.

(b) Other than during inclement weather, a full maintenance crew consisting of a minimum of seven (7) workers in season and a minimum of three (3) workers off season shall be on duty at the course, supervised by an on-duty superintendent. Regular hours will be established and maintained. The superintendent's hours shall normally be the same as those of his crew.

2. WEATHER IMPACT ON MAINTENANCE

When horticultural tasks are specified to be performed in a scheduled basis (as daily, every other day, etc.), the crew will not be expected to perform the task on the specified schedule if the performance of the task is precluded by weather conditions. The tasks shall be performed on the next available day which the weather conditions will not interfere with the reasonable performance of the task.

3. GREENS MAINTENANCE

(a) Mowing the Greens

(i) The greens shall be mowed at least five days per week (Saturday and Sunday required). Greens shall be cut at a length of 5/32" but may be adjusted, depending on the time of year

and the amount of play. A stemp meter reading of not less than seven feet is desired.

(ii) Grass clippings shall be properly disposed and at a minimum of 20 feet from all greens.

(iii) Basket devices for catching grass clippings shall be used on mowers each time a green is cut, except for the first mowing after the green has been top-dressed and two (2) days following application of granular fertilizer.

(iv) The mowing patterns shall be alternated each time a green is mowed.

(v) "Graining" or "thatch" in the greens shall be controlled as necessary by use of combs, brushes, or "verticut" attachments on greens mowers.

(b) Watering on Greens

(i) The crew shall water the greens as necessary to keep the grass in optimal growing condition.

(ii) Irrigation should produce greens that are wet evenly over the total green. Wet and dry spots are to be minimized by controller settings and by hand-watering as necessary.

(c) Top-Dressing of Greens

The crew shall top-dress each green after aeration in the spring and fall; using sand similar to that used for construction. Sand shall be applied at the rate of approximately one (1) yard of materials per green in each top-dressing process.

(d) Aeration of Greens

The crew shall aerate each green two (2) times each year, using a recognized greens aerator manufactured for that purpose.

(e) Vertical Mowing of Greens

(i) The greens shall be vertically mowed as necessary to control "graining" or "thatching".

(ii) The greens shall be vertically mowed on a 45-degree angle of difference each time they are vertically mowed to assure the most benefit from this process.

(f) Fertilizing Greens

(i) All greens shall be fertilized with nitrogen, phosphorous, potash, and other elements as needed to maintain color, growth, health, and turgidity of the turf without allowing excessive or succulent growth.

(ii) The goal of the greens fertilization program is to provide the best possible putting surface, not to produce the maximum amount of growth.

(iii) Greens shall not be closed for fertilization, unless required by State law.

(g) Pest Control on Greens

(i) Pest control management of the greens is considered to be a constant on-going responsibility of the superintendent.

(ii) The greens shall be checked daily for fungus activity, insect infestations, or any other pest problem which will adversely affect the quality of the putting surface. The appropriate controls for these pests shall be applied as soon as necessary after their detection.

(iii) Develop an Integrated Pest Management Plan for Pest Control practices.

(iv) Horn Rapids Golf Course has had nation-wide recognition due to the fact that insecticides are never used to control pests on the property. The Audubon Society, through Washington State University, has used Horn Rapids as a proven testing ground to show that golf courses can exist without doing harm to the natural environment.

(h) Weed Control on Greens

All greens shall be maintained free of undesirable grasses and weeds. Preemergent herbicides shall be used as necessary to prevent intrusion into the greens of weeds difficult to eradicate such as goose grass, crabgrass, etc.

(i) Repair of Greens

Any damage done to the greens from any source which affects the putting surface shall be repaired immediately by the crew. All such areas shall be sodded or plugged from similar base material and same species of grass.

(j) Other Greens Requirements

(i) The crew shall repair ball marks on all greens on a daily basis.

(ii) The crew shall change the pin placement on the greens every day utilizing a systematic rotation.

(iii) Cup cutting shall be done daily during the busy season. During the winter months, cup cutting shall be done on an as-needed basis due to a lack of healing.

4. MAINTENANCE OF TEES AND APRONS

(a) Mowing of Tees and Aprons

(i) The crew shall mow all tee areas and aprons around the greens not less frequently than two times per week. Tees and aprons shall be cut at a maximum height of 5/8 inch, but may be adjusted for different types of grasses.

(ii) The crew shall not use mowing implements intended for mowing fairways for the mowing of tees or aprons.

(b) Watering of Tees and Aprons

Tees and aprons are to be watered as necessary to keep the grass in optimal growing condition. Hand-watering shall be used by the crew where necessary to augment the irrigation system.

(c) Aeration and Top-Dressing of Tees and Aprons

(i) The tees shall be aerated two (2) times per year or more as needed. They shall be top-dressed two (2) times per year using 1/4 yard of sand per square foot per application.

(ii) The aprons shall be aerated two (2) times per year. Plugs shall be chopped and returned to the apron surface.

(iii) A recognized greens aerator, manufactured for that purpose, shall be used for each area.

(d) Vertical Mowing of Tees and Aprons

Tees and aprons shall be vertically mowed as necessary to prevent thatching. They shall be mowed at different angles each time to assure the most benefit from the process.

(e) Fertilizing of Tees and Aprons

All tees and aprons shall be fertilized with nitrogen, phosphorous, potash, and other elements as needed to maintain color, growth, health, and turgidity of the turf without allowing excessive or succulent growth.

(f) Pest Control of Tees and Aprons

The tees and aprons shall be checked daily for fungus activity and insect infestations or any other pest, gopher, or burrowing animal infestations which would interfere with the playing surface or the health of the turf grasses. The appropriate controls for these pests shall be put into force as soon as necessary after their discovery, utilizing Integrated Pest Management procedures.

(g) Weed Control on Tees and Aprons

Tees and aprons shall be kept weed-free to an extent of at least 90 percent of the area by the proper and timely application of preemergent and/or postemergent herbicides.

(h) Overseeding of Tees and Aprons

(i) The tees shall be overseeded in the Fall with perennial Rye at the rate of ten (10) pounds per 1,000 square feet. This process may be combined with the aeration/top-dressing process if the superintendent so desires.

(ii) All divots on tees are to be filled with seed/sand mixture weekly or as needed, using a seed mixture of Tifway 419 is used on the tee boxes.

(i) Setup

Tee markers and all tee equipment shall be moved daily for proper play and control of turf wear.

5. MAINTENANCE OF FAIRWAY/DRIVING RANGE

(a) Mowing of Fairways/Driving Range

(i) The fairways shall be mowed at a height of 5/8 inch. The mowing heights may be adjusted as needed to provide a difference in height between fairways and the rough.

(ii) The driving range shall be mowed one (1) time per week at a height of 1" or as needed.

(iii) Excess grass clippings shall be removed mechanically to prevent damage to existing grass.

(iv) During periods of rainy weather which interfere with the normal fairway mowing schedule, the crew shall be expected to use additional mowing resources to catch up on mowing requirements so as to prevent overlying long grass.

(b) Watering of Fairways/Driving Range

Fairways and the driving range are to be watered as necessary to keep the grass in optimal playing condition.

(c) Aeration of Fairways/Driving Range

The fairways and driving range shall be aerated at least one time per year and as needed, using an aerator with 5/8" diameter spoon and a minimum penetration depth of three (3) inches.

(d) Vertical Mowing of Fairways/Driving Range

Vertical mowing of fairways and the driving range is not required except in extraordinary circumstances for disease control or to reduce thatch of stoniferous weed grasses.

(e) Fertilization of Fairway/Driving Range

(i) All fairways/driving range shall be fertilized with nitrogen, phosphorous, potash or other elements as needed to maintain color, growth, health and turgidity of the turf without allowing excessive or succulent growth.

(ii) Fairways and the driving range are to be fertilized four (4) times per year.

(f) Pest Control on Fairways/Driving Range

(i) The fairways and the driving range shall be checked daily for any pest infestation, gophers, and other burrowing animals which will affect the playing surface of the ongoing health of the turf grass.

(ii) Any pest problem recognized as such shall be dealt with as soon as possible.

6. HAZARD MAINTENANCE

(a) Sand Maintenance

(i) All sand traps shall be edged as necessary to maintain an appropriate lip, raked daily, and filled with USGA trap sand of proper color as needed to maintain a minimum 3" depth on slopes and 5" depth in the bottom.

(ii) The sand shall be raked five (5) times per week Monday, Wednesday, Friday, Saturday and Sunday in each sand trap.

(iii) The sand traps shall be kept weed-free.

7. TREES, SHRUBS AND OTHER LANDSCAPING

(a) The superintendent will be responsible for the maintenance of all the landscaping at the course.

(b) All landscaped planter areas shall be kept weed-free.

(c) All trees and shrubs shall be pruned as necessary to provide ease of play on the course and to provide aesthetic value throughout. The crew shall replace trees damaged by wind, etc., and provide staking as necessary.

(d) Any pruning on larger trees that necessitates the use of the ladders and/or mechanical raising and lowering devices to carry a person about in order to prune, thin out dead wood or debris or unwanted growth is the responsibility of the crew.

(e) The crew shall irrigate all tree shrubs and other landscape plants as necessary to maintain them in the optimum condition for growth.

(f) All dead trees, for whatever cause, shall be removed as soon as reasonably possible. Replacement trees shall be planted as soon as reasonably possible with a tree of appropriate type and size.

(g) The maintenance of the landscaped slope separating the golf course from the adjacent housing shall be the responsibility of the homeowner by agreement with CGA or will otherwise be maintained by Licensee.

(h) The crew is to keep grass adjacent to trees mowed at the same frequency and to the same height as is applicable to the location of each tree (e.g., whether fairway or rough). Large area mowers shall not be used within one (1) foot of the trunk of any tree.

(i) All newly planted trees, existing specimen trees and other landscaping shall be fertilized a minimum of one (1) time each year to maintain color, growth and vigor.

8. ROUGH

(a) Mowing

All roughs shall be mowed weekly during the growing season, and as necessary during the balance of the year, at heights between 3/4" and 1 1/2". Rough height shall not exceed 2" without the direct approval of the regional superintendent, and rough mowing shall not be suspended for any tournament without such approval. Vegetation within and along drainage ditch slopes shall be mowed or weedeatered as required to maintain a suitable appearance.

(b) Aeration

(i) Fairway-to-tree-line play areas shall be aerated at least two (2) times per year.

(ii) Within wooded play areas, aeration shall be performed as necessary to establish and/or maintain turf.

(c) Fertilization

Roughs shall be fertilized as necessary to maintain turf.

(d) Weed Control

Shall be performed as necessary to prevent seed formation and to allow proper play.

9. WETLANDS

All areas that are designated wetlands shall be maintained in their natural condition. Exotic weed species such as tamarisk, pampas grass, grant reed, and castor bean shall be removed.

10. NON-HORTICULTURAL MAINTENANCE RELATED TO PLAY ON THE COURSE

(a) Lessee shall be responsible for maintenance of all tee markers, cups, flags, ball washers, trap rakes, yardage signs, and benches on the course. Maintenance shall include repairing, painting, replacing, furnishing towels, and otherwise keeping these amenities in a good condition that is conducive to player enjoyment of and respect for the course.

(b) The cups on each green and the tee markers on each tee shall be relocated every day or as dictated by weather.

(c) The ball washers located around the course shall be serviced Monday, Wednesday, Friday, Saturday and Sunday. The towels for the ball washers shall be changed on the same schedule with clean towels furnished as needed.

(d) The superintendent shall have the responsibility to mark temporary hazards, out-of-bounds areas, and other course conditions as they occur or are required by tournament play. Definition of tournament requirements will be furnished by the starter staff in the Pro Shop at the clubhouse of the course.

(e) The crew shall pick up litter throughout the course on a daily basis. Litter receptacles are to be furnished by the Lessee and maintained by the Lessee.

(f) Vertebrate pest control shall be routinely performed throughout the property on an ongoing basis in such a manner that vertebrate pest populations are steadily reduced and eventually eliminated.

(g) A soil analysis shall be performed yearly by an approved professional laboratory.

(h) Any change in the physical characteristics of any area of the golf course such as addition or removal of sand traps, addition or removal of any hazards (water, trees, or native vegetation), movement of soil

exceeding 20 cubic yards in any single area, or the modification of any portion of the golf course or the buildings shall only be undertaken with the direct approval of the City Manager or his designated representative.

11. GENERAL MAINTENANCE STATEMENT

These specifications indicate minimum practices necessary for the proper maintenance of any golf course. In no way do they limit the responsibility of the golf course superintendent for the professional care and maintenance of the property.

EXHIBIT C

CGA/RGA Personal Property & Assets

Description

1. Pro Shop Building
2. All inventory and fixtures in Pro Shop
3. All of CGA/RGA business records and point of sale system
4. All office equipment and supplies
5. All inventory and fixtures in Deli
6. Banquet Building
7. All inventory and all fixtures in Banquet Building
8. All inventory and fixtures in Cart Barn Building
9. Inventory and fixtures in Mirage Building
10. All inventory, equipment, small tools and fixtures in Maintenance Building
11. All inventory, fixtures and pump station in Pump Building
12. All outdoor amenities (furniture, water coolers, benches, ball cleaners, flower containers, etc.)



EXCISE TAX NOT REQUIRED
BENTON COUNTY EXCISE TAX DIVISION

BY B. M. M. M. DEPUTY
EASEMENT 8/30/11

AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:

CASCADE TITLE CO.

Joel R. Comfort
Miller, Mertens, Comfort,
Wagar & Kreutz, PLLC
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

MISC 11-412(1)

135

Reference numbers of related documents:

Grantors: Columbia Golf Associates, a Washington partnership;
North Stone Richland, LLC

Grantees: Columbia Golf Associates, a Washington partnership;
North Stone Richland, LLC

Abbreviated Legal Description: A portion of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington

Additional legal description: See Exhibit "A"

Assessor's Tax Parcel ID Numbers: 128082000001001; 128083000001003

***DECLARATION OF RESTRICTIVE COVENANT FOR
CARETAKER/GROUNDSKEEPER/SECURITY WATCHMAN ACCOMODATIONS and
ACCESS AND UTILITY EASEMENT***

WHEREAS, Columbia Golf Associates, a Washington partnership ("CGA") and the City of Richland executed a Declaration of Restrictive Covenant for Golf Course Use on July 15, 2005 (a true and correct copy of which is attached hereto as Exhibit C), which permitted CGA to construct a single residential unit on the Golf Course Property for caretaker/groundskeeper/security watchman accommodations; and

WHEREAS, North Stone Richland, LLC is the property developer for the residential developments surrounding the Golf Course Property, and needs to have certainty regarding the building site for the caretaker/groundskeeper/security watchman accommodations for planning purposes, and to give notice to future purchasers of the affected residential lots which may be impacted by the caretaker/groundskeeper/security watchman accommodations;

WHEREAS, North Stone Richland, LLC and CGA have conferred regarding the building site for the caretaker/groundskeeper/security watchman accommodations, and North Stone Richland has set aside land to serve as a private driveway to provide CGA with access to the building site and future residence;

NOW, THEREFORE, the parties agree, covenant, and declare as follows:

Section 1. Building Site Covenant. In addition to the covenants set forth in the Declaration of Restrictive Covenant for Golf Course Use, dated July 15, 2005, CGA agrees and covenants to locate the building site for the caretaker/groundskeeper/security watchman accommodations on the Golf Course Property in the location described in Exhibit A hereto, and depicted on Exhibit B. CGA may not relocate the building site without the express written consent of North Stone Richland, LLC.

Section 2. Access Easement. In consideration for CGA's covenant to locate the building site as described on Exhibit A, and depicted on Exhibit B, North Stone Richland, LLC hereby conveys to CGA a 20-foot easement for ingress and egress and for utilities between Lot 27 and Lot 28, as depicted on the Plat of Desert Summit, Records of Benton County, and depicted as "Tract B" on Exhibit B hereto. The cost of constructing, maintaining, and improving the easement shall be borne by CGA.

Section 3. Covenant to Run With the Land. The covenants provided for herein shall run with the land and be binding upon the parties, their successors in interest, and all persons acquiring the Golf Course Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise.

Section 3. Enforcement. The parties shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter. In the event of litigation with respect to the enforcement or interpretation of this Declaration, including appeals, the prevailing party in such litigation shall be entitled to recover from the nonprevailing party the prevailing party's reasonable attorneys fees, costs, and disbursements.

DATED this 25 day of Aug, 2011.

COLUMBIA GOLF ASSOCIATES ,
A Washington Partnership

NORTH STONE RICHLAND, LLC

See attached

By: Robert L. Soushek
Robert L. Soushek, Managing Partner

By: _____
Stew Stone, Member

By: _____
Ronald Bochler, Managing Member of
Santiam Development Company, LLC

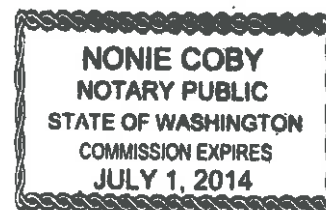
STATE OF WA)
COUNTY OF King) §

On this 25 day of Aug, 2010, before me, the undersigned Notary Public in and for the State of WA duly commissioned and sworn, personally appeared ROBERT SOUSHEK, to me known to a partner of Columbia Golf Associates, the Washington partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of partnership, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said partnership.

Witness my hand and official seal hereto affixed the day and year first above written.

Nonie Coby
NOTARY PUBLIC in and for the State of
WA, residing at Black Diamond
My Commission Expires: July 1, 2014

DECLARATION OF RESTRICTIVE COVENANT
AND ACCESS AND UTILITY EASEMENT, Page 3 of 4



DATED this 25th day of August, 2011.

COLUMBIA GOLF ASSOCIATES ,
A Washington Partnership

NORTH STONE RICHLAND, LLC

By: _____
Robert L. Soushek, Managing Partner

By: Stew Stone
Stew Stone, Member

By: Ronald Bochslers
Ronald Bochslers, Managing Member of
Santiam Development Company, LLC

STATE OF _____)
COUNTY OF _____) §

On this _____ day of _____, 2010, before me, the undersigned Notary Public in and for the State of _____ duly commissioned and sworn, personally appeared ROBERT SOUSHEK, to me known to a partner of Columbia Golf Associates, the Washington partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of partnership, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said partnership.

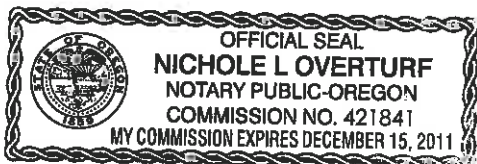
Witness my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of _____,
residing at _____
My Commission Expires: _____

STATE OF Oregon)
)
COUNTY OF Marion) §

On this 25 day of August, 2010, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.

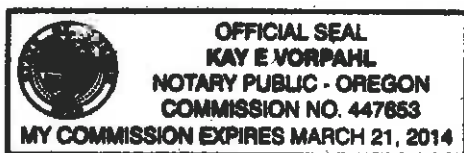


Nichole L Overturf
NOTARY PUBLIC in and for the State of
Oregon, residing at Salem
My Commission Expires: December 15, 2011

STATE OF Oregon)
)
COUNTY OF Linn) §

On this 26th day of August, 2010 ^{2011 (KV)}, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared RONALD BOCHSLER, to me known to Managing Member of Santiam Development Company, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Kay E Vorpahl
NOTARY PUBLIC in and for the State of
Oregon, residing at Silverton Oregon
My Commission Expires: 3/21/14

August 01, 2011

EXHIBIT A
GOLF COURSE RESIDENCE LOCATION

A parcel of land lying in a portion of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Beginning at the Northwest corner of the Southwest quarter of said Section 28 as shown in Desert Summit, according to the Plat thereof, recorded in Volume 15 of Plats, page 344, Records of Benton County, Washington;

Thence South $00^{\circ}30'06''$ West along the West line of the Southwest quarter of said Section 28 for a distance of 780.77 feet to a point on the Northerly boundary of Lot 29, Desert Summit (15-344);

Thence leaving the West line of the Southwest quarter of said Section 28, South $60^{\circ}23'53''$ East along the Northerly boundary of said Desert Summit (15-344) for a distance of 222.63 feet;

Thence leaving the Northerly boundary of said Desert Summit (15-344), North $82^{\circ}33'19''$ East, 13.10 feet to the **TRUE POINT OF BEGINNING** of the parcel to be described;

Thence continuing North $82^{\circ}33'19''$ East, 179.98 feet;

Thence North $06^{\circ}17'32''$ West, 98.40 feet;

Thence South $81^{\circ}37'15''$ West, 210.61 feet;

Thence South $24^{\circ}13'08''$ East, 99.16 feet to **TRUE POINT OF BEGINNING**.

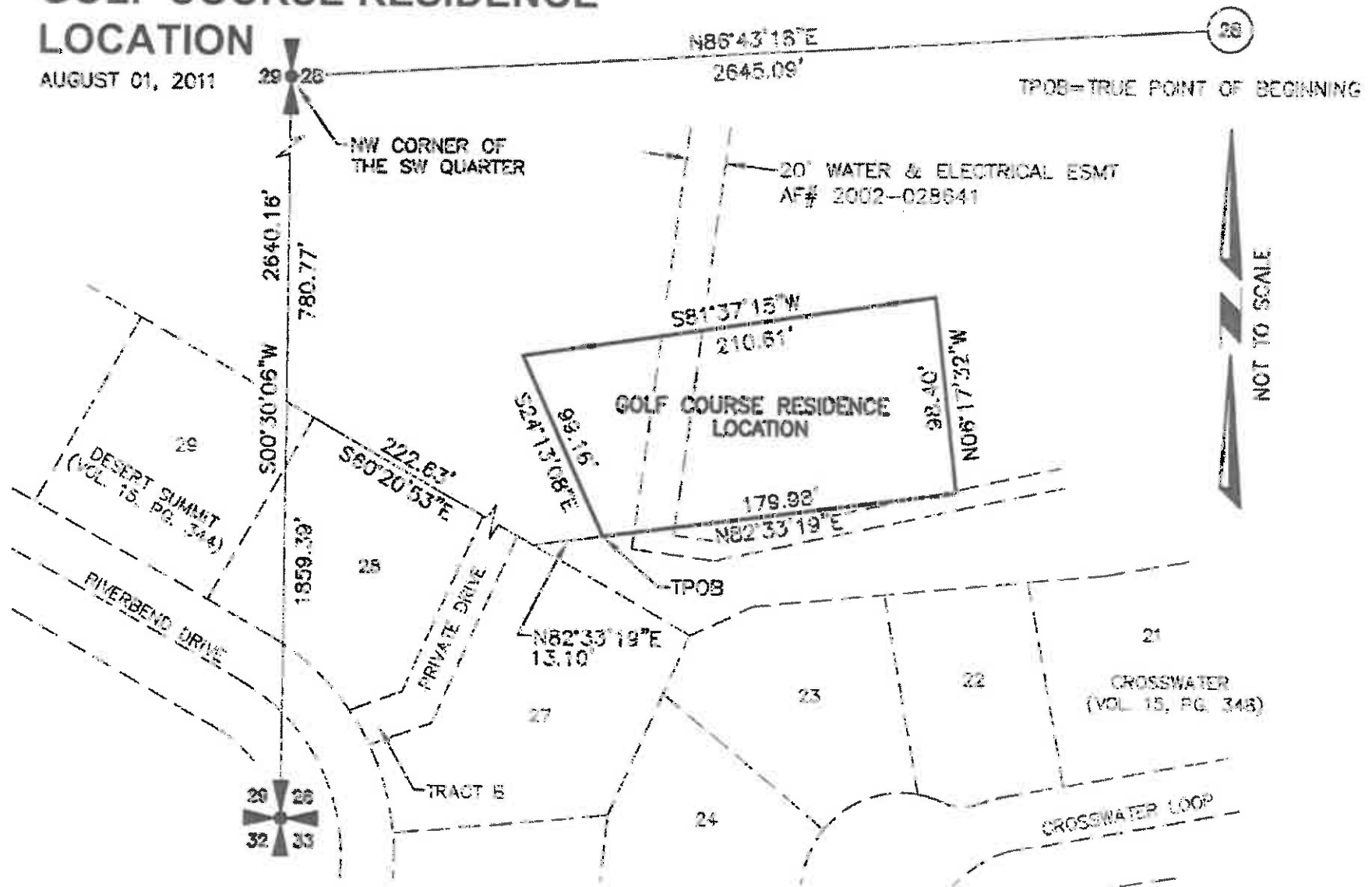
Containing: 13,399.46 square feet, (0.43 acres), more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

EXHIBIT "B"

GOLF COURSE RESIDENCE LOCATION

AUGUST 01, 2011



After Filing Return To:
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688
Attention: Thomas A. Goeltz

EXHIBIT C

DECLARATION OF RESTRICTIVE COVENANT FOR GOLF COURSE USE

Grantor(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Grantee(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Abbreviated Legal Description:	Insert
Additional legal description	See Exhibit A
Assessor's Property Tax Parcel Account Number(s):	Insert
Related Documents:	N/A

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") dated as of 7-15-05, 2005, is made by THE CITY OF RICHLAND, a Washington municipality (the "City"), and COLUMBIA GOLF ASSOCIATES, a Washington partnership ("CGA").

RECITALS

A. The City is in possession and control of that certain property commonly known as the Horn Rapids Golf Course, which is more particularly described in Exhibit A attached hereto (the "Golf Course Property"), in a trust capacity as the successful

bidder of a sheriff's sale, resulting from a local improvement district lien foreclosure proceeding.

B. The sheriff's certificate is subject to a redemption period of two years from the sale date of March 26, 2004, which redemption rights are held by CGA, the last owner of the Golf Course prior to foreclosure.

C. CGA and the City entered into that certain Final Agreement (Including Redemption Option) dated 7-15- 2005, pursuant to which the parties agreed to convey the Golf Course Property to CGA conditioned on the recording of a declaration to limit the use of the Golf Course Property, as provided herein.

DECLARATION

NOW, THEREFORE, the parties agree, covenant, and declare as follows:

1. **Golf Use Covenant.** The Golf Course Property, or any portion thereof, shall be used and operated only for a regulation length, 18 hole golf course, clubhouse and related facilities. For the purposes of this Declaration of Restrictive Covenant, "related facilities" shall include, but not necessarily be limited to, putting greens, driving ranges, satellite restrooms, cart barns, storage for golf related equipment/supplies, golf course maintenance buildings and yards, irrigation system infrastructure, caretaker/groundskeeper/security watchman accommodations, satellite food and beverage vending and service/concession facilities (fixed and mobile), conference, banquet, and food and beverage (including alcohol) service and dining facilities. No more than five overnight/short stay recreational vehicle parking and hook-ups to be used to support golf related activities (these hook-ups are not intended for commercial use unrelated to golf course activities), and complimentary accessory recreational facilities such as exercise/fitness center facilities. Permitted scope of "clubhouse" ancillary operations include, but are not limited to, providing a venue and catering for indoor and outdoor social and business functions, weddings, receptions, homeowner's association meetings, concert events, and otherwise functioning as a privately operated social club or community center. The parties also acknowledge that the Golf Course Property provides incidental easements for utilities, drainage, and access in support of residential housing in the vicinity of the Property, all as incidental permitted uses of the Property. Commercial uses expressly excluded within the intent of this covenant include, but are not limited to, providing overnight motel/hotel-type guest accommodations, ongoing gaming requiring permanent casino-type licensing, and operating as a tavern, bar, adult entertainment venue, or pool hall. The parties to this covenant acknowledge that the Golf Course Property is zoned as agricultural land and, if rezoned, the Golf Course Property could become a legal, non-conforming use under said new zoning scheme. In the event any of the uses expressly permitted by this Golf Course use covenant were legal uses when developed and should hereafter be deemed to be unpermitted uses under the agricultural zoning applicable to the property, such uses shall either be grandfathered uses if existing and legal at the time of this covenant,

or shall be uses requiring conditional use permit if proposed. Any proposed caretaker/groundskeeper/security watchman accommodations shall be classified as agricultural occupancies and expressly limited to a single residential unit or occupancy for the entire Golf Course Property, may not be segregated, platted, or conveyed separate from the Golf Course Property, and may not be offered as public accommodations or otherwise occupied except by current Golf Course employees and immediate families of current employees.

2. Covenant to Run With the Land. The covenant provided for herein shall run with the land and be binding upon the parties and all persons acquiring the Golf Course Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. The covenant provide for herein shall be for the benefit of the City, as a municipality with an interest in appropriate land uses and as the owner of adjoining or nearby property within the Horn Rapids area and development.

3. Enforcement. The City shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter.

4. Attorneys' Fees. In the event of litigation with respect to the enforcement or interpretation of this Declaration, including appeals, the prevailing party in such litigation shall be entitled to recover from the nonprevailing party the prevailing party's reasonable attorneys' fees, costs, and disbursements.

5. No Dedication or Gift; No Third Party Beneficiaries. Nothing in this Declaration shall be deemed a dedication or gift of any portion of the Golf Course Property to or for the benefit of the general public or for any public purpose whatsoever. This Declaration shall not be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto.

6. Entire Agreement. This Declaration constitutes the entire agreement of the parties as of the date hereof with respect to any matter described in this Declaration. No prior agreement, correspondence, or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof.

7. Amendment. No amendment or termination of this Declaration shall become effective until signed by the City and the owner of the Golf Course Property, acknowledged, and recorded in the real property records of Benton County, Washington.

8. Miscellaneous. The captions set forth in this Declaration are included for convenience of reference only and shall not in any way limit or affect the meaning or

interpretation of any terms or provisions of this Declaration. This Declaration shall be interpreted and construed under and governed by the laws of the State of Washington. Time is of the essence of this Declaration.

THE CITY OF RICHLAND, a Washington municipality	COLUMBIA GOLF ASSOCIATES, a Washington partnership
By: <u>William King</u>	By: Richland Golf Associates, a Washington general partnership
Its: <u>Acting City Manager</u>	Its: Managing Partner
	By: <u>Robert L. Soušek</u>
	Its: <u>Robert L. Soušek</u>

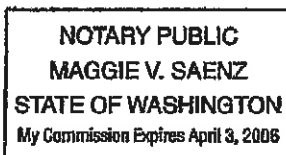
STATE OF WASHINGTON

COUNTY OF King

} ss.

On this 15th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared Robert Soušek, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as President of COLUMBIA GOLF ASSOCIATES, a Washington partnership; and acknowledged said instrument to be his/her free and voluntary act and deed of said partnership for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Maggie V. Saenz
NOTARY PUBLIC in and for the State of Washington, residing at Black Diamond
My appointment expires 4/3/06
Print Name MAGGIE V. SAENZ

STATE OF WASHINGTON

COUNTY OF BENTON

SS.

On this 18th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared William King, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as CITY MANAGER of THE CITY OF RICHLAND; and acknowledged said instrument to be the free and voluntary act and deed of the City for the uses and purposes therein mentioned.

Active

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Ellen E. Kuklinski
NOTARY PUBLIC in and for the State of
Washington, residing at Richland
My appointment expires 5-21-08
Print Name Ellen E. Kuklinski

Pam

To: Howard, Diahann

Cc: Lampson, Tom

Subject: Horn Rapids

MEMO, From City Richland Attach Legal Description

Diahann & Tom;

I just received from CGA the following documents:

- 1) Request for Full Reconveyance
- 2) Partial Assignment of Outstanding Judgement to the City of Richland (County corrected to Benton)
- 3) Memorandum of Abandonment and Release Agreement
- 4) Amended and Restated Irrigation Agreement (which still needs the legal descriptions attached)

Ok, this has been a while since I started it. Bruce just called and will mail the FULL RECONVEYANCE to me. He mentioned he thought it would be a good idea to have the NEW legal description that will be created AFTER the boundary line adjustments are done and the surveyor notes each AF# on the new Survey THEN use that legal to put on the Irrigation Agreement. I need input from you two on that call... ?????

There will be a few more items that need to be signed or caught up with once the changes are agreed to, so stay tuned folks...

Pam Wilson
Escrow Officer
Cascade Title

URGENT
This Agmt has 2 seg blocks
for CGA & 1 for Horn Rapids
MASTER HO A
① Should HEMA Sign?
② If so, who signs?

6/20/2005

After Filing Return to:
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688
Attention: Thomas A. Goeltz

MEMORANDUM OF ABANDONMENT AND RELEASE AGREEMENT

Grantor(s): City of Richland, a Washington municipality
Columbia Golf Associates, a Washington partnership

Grantee(s): City of Richland, a Washington municipality
Columbia Golf Associates, a Washington partnership

**Abbreviated Legal
Description:**

**Additional Legal See Exhibit A
Description:**

**Assessor's Property
Tax Parcel Account
Number(s):**

Related Documents: (insert recording numbers for original recordings on D&O
Agreement and 95-21658 (deed of trust))

The City of Richland, a Washington municipality, as an original contracting party, and Columbia Golf Associates, a Washington partnership, and as successor in interest to Columbia Triangle Ventures, L.P., a Washington limited partnership, the other original contracting party under that certain Horn Rapids Development and Option Agreement dated December 14, 1992, as amended by First Amendment dated March 15, 1993, and Second Amendment dated October 12, 1992 (collectively, the "D&O Agreement") hereby give record notice that they have entered into a written agreement of abandonment and release of the said D&O Agreement. Pursuant to the said agreement of abandonment Columbia Golf Associates hereby conveys, releases and quitclaims to the City of Richland any and all legal or equitable claim, right, title, or interest in or to the real property of the City of Richland which was encumbered by said D&O Agreement in favor of Columbia Triangle Ventures, L.P., or which remained encumbered thereby prior to the parties' agreement of abandonment and release of the said D&O Agreement, including but not limited to all purchase option rights thereunder, which real property is

more fully described on Exhibit A attached hereto and incorporated herein by this reference. Reference is made to the full text of the said agreement of abandonment and release of D&O Agreement for the full details of the parties written agreement.

Dated this 15 day of June, 2005.

THE CITY OF RICHLAND, a Washington
Municipality

s

COLUMBIA GOLF ASSOCIATES,
a Washington partnership

By: Richland Golf Associates

Washington partnership

Its: Managing Partner

Robert L. Soushek
By: Robert Soushek

Its: managing partner

By:

Its:

State of Washington)

)ss

County of King)

On this 15th day of June, 2005, before me, Notary Public in and for the State of Washington, personally appeared Robert Soushek, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he was authorized to execute the instrument as managing partner of Richland Golf Associates, the managing partner of Columbia Golf Associates, a Washington partnership; and acknowledged said instrument to be his free and voluntary act and deed of said partnership for the uses and purposes therein mentioned.

Jennifer L. McCurdy
Notary Public in and for the State of Washington,

Residing at Maple Valley Apt expires: 1-18-08

State of Washington)

)ss

County of Benton)

On this ____ day of June, 2005, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to be the City Manager of the City of Richland, a Washington municipal corporation, on oath stated that he was authorized to execute the instrument as City manager, and acknowledged said instrument to be his free and voluntary act and deed of said city for the uses and purposes therein mentioned.

Notary Public in and for the State of Washington,

Residing at _____ Apt. expires: _____

Filed for Record at Request of :

Morgan & McDonald, P.S.
17422 Old Highway 99 SE
Tenino, Washington 98589

FULL RECONVEYANCE

The undersigned duly appointed successor Trustee under that certain Deed of Trust, dated September 20, 1995, in which the CITY OF RICHLAND is Grantor and COLUMBIA TRIANGLE VENTURES, L.P., a Washington limited partnership ("CTV") was the original Beneficiary, recorded September 26, 1995, under Recording No. 95-21658, records of Benton County, Washington, and COLUMBIA GOLF ASSOCIATES, a Washington general partnership, is successor Beneficiary, pursuant to the Benton County Sheriff's levy against and sale of the beneficiary's interest to COLUMBIA GOLF ASSOCIATES pursuant to the terms of that certain Bill of Sale issued by the Benton County Sheriff to COLUMBIA GOLF ASSOCIATES, and dated September 17, 2004, in Benton County Superior Court Case Number 99-2-00895-0 and Docket Number 04-1103, having received under said Deed of Trust, from the successor Beneficiary, a written request to reconvey the real property described in said Deed of Trust, which request was approved by said Grantor, pursuant to a written agreement between said successor Beneficiary and Grantor pursuant to which the lien of said Deed of Trust was to be released and satisfied of record, does hereby reconvey in full, without warranty, to the person(s) entitled thereto, the right, title and interest now held by said Trustee in and to the real property described in said Deed of Trust, situated in Benton County, Washington, as follows:

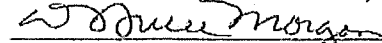
(See exhibit A attached hereto and incorporated herein by this reference for full meets & bounds description of real property.)

Benton County Tax Account ID#'s

Dated: June 9, 2005.

TRUSTEE:

MORGAN & McDONALD, P.S.



D. Bruce Morgan, an attorney, President

State of Washington) ss
County of King)

On this day personally appeared before me D. Bruce Morgan, to me known to be the President of the corporate Trustee, who executed the foregoing instrument, on behalf of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Lois Walterscheidt
Notary Public in and for the State of Washington
residing at *9 Hurst St. G.*
My appointment expires on *7/21/05*

REQUEST FOR FULL RECONVEYANCE

The undersigned, as the successor beneficiary, is the legal owner of the rights and benefits arising from that certain Horn Rapids Development and Option Agreement dated December 14, 1992, as amended by the First Amendment dated March 15, 1993, and Second Amendment dated October 12, 1992 (collectively, the "D & O Agreement"), secured by that certain Deed of Trust, dated September 20, 1995, in which the CITY OF RICHLAND is grantor, COLUMBIA TRIANGLE VENTURES, L.P., a Washington limited partnership ("CTV") was the original beneficiary, and CHICAGO TITLE COMPANY was the original trustee, filed for record on September 26, 1995, under Recording No. 95-21658, records of Benton County, Washington, and MORGAN & McDONALD, P.S. is successor trustee by reason of appointment filed for record on November 6, 2004 under Recording No. 2004-039464, records of Benton County, Washington ("Deed of Trust").

The undersigned is the current owner and holder of CTV's (a) rights, obligations and interests under the D&O Agreement and (b) beneficiary's interest under the Deed of Trust pursuant to the Benton County Sheriff's levy against and sale of the same to the undersigned pursuant to the terms of that certain Bill of Sale issued by the Benton County Sheriff to the undersigned and dated September 17, 2004, in Benton County Superior Court Case Number 99-2-00895-0 and Docket Number 04-1103 ("Bill of Sale").

All indebtedness secured by said Deed of Trust having been compromised, released, or otherwise satisfied in full by written agreement between the grantor and the successor beneficiary, the D&O Agreement, as the instrument evidencing the indebtedness secured by the Deed of Trust, is surrendered for cancellation, and the Deed of Trust is herewith surrendered to you for cancellation and reconveyance.

You are therefore requested, upon payment of all sums owing to you, to reconvey, without warranty, to the person(s) entitled thereto, the right, title and interest now held by you under the Deed of Trust.

Dated: June 9, 2005.

COLUMBIA GOLF ASSOCIATES, a Washington partnership

By: Richland Golf Associates, a Washington general partnership,
its Managing Partner


Robert Soushek, its Managing Partner

After Filing Return To:
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688
Attention: Thomas A. Goeltz

**DECLARATION OF RESTRICTIVE COVENANT
FOR GOLF COURSE USE**

Grantor(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Grantee(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Abbreviated Legal Description:	Insert
Additional legal description	See Exhibit A
Assessor's Property Tax Parcel Account Number(s):	Insert
Related Documents:	N/A

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") dated as of 7-15-05, 2005, is made by THE CITY OF RICHLAND, a Washington municipality (the "City"), and COLUMBIA GOLF ASSOCIATES, a Washington partnership ("CGA").

RECITALS

A. The City is in possession and control of that certain property commonly known as the Horn Rapids Golf Course, which is more particularly described in Exhibit A attached hereto (the "Golf Course Property"), in a trust capacity as the successful

bidder of a sheriff's sale, resulting from a local improvement district lien foreclosure proceeding.

B. The sheriff's certificate is subject to a redemption period of two years from the sale date of March 26, 2004, which redemption rights are held by CGA, the last owner of the Golf Course prior to foreclosure.

C. CGA and the City entered into that certain Final Agreement (Including Redemption Option) dated 7-15- 2005, pursuant to which the parties agreed to convey the Golf Course Property to CGA conditioned on the recording of a declaration to limit the use of the Golf Course Property, as provided herein.

DECLARATION

NOW, THEREFORE, the parties agree, covenant, and declare as follows:

1. **Golf Use Covenant.** The Golf Course Property, or any portion thereof, shall be used and operated only for a regulation length, 18 hole golf course, clubhouse and related facilities. For the purposes of this Declaration of Restrictive Covenant, "related facilities" shall include, but not necessarily be limited to, putting greens, driving ranges, satellite restrooms, cart barns, storage for golf related equipment/supplies, golf course maintenance buildings and yards, irrigation system infrastructure, caretaker/groundskeeper/security watchman accommodations, satellite food and beverage vending and service/concession facilities (fixed and mobile), conference, banquet, and food and beverage (including alcohol) service and dining facilities. No more than five overnight/short stay recreational vehicle parking and hook-ups to be used to support golf related activities (these hook-ups are not intended for commercial use unrelated to golf course activities), and complimentary accessory recreational facilities such as exercise/fitness center facilities. Permitted scope of "clubhouse" ancillary operations include, but are not limited to, providing a venue and catering for indoor and outdoor social and business functions, weddings, receptions, homeowner's association meetings, concert events, and otherwise functioning as a privately operated social club or community center. The parties also acknowledge that the Golf Course Property provides incidental easements for utilities, drainage, and access in support of residential housing in the vicinity of the Property, all as incidental permitted uses of the Property. Commercial uses expressly excluded within the intent of this covenant include, but are not limited to, providing overnight motel/hotel-type guest accommodations, ongoing gaming requiring permanent casino-type licensing, and operating as a tavern, bar, adult entertainment venue, or pool hall. The parties to this covenant acknowledge that the Golf Course Property is zoned as agricultural land and, if rezoned, the Golf Course Property could become a legal, non-conforming use under said new zoning scheme. In the event any of the uses expressly permitted by this Golf Course use covenant were legal uses when developed and should hereafter be deemed to be unpermitted uses under the agricultural zoning applicable to the property, such uses shall either be grandfathered uses if existing and legal at the time of this covenant,

or shall be uses requiring conditional use permit if proposed. Any proposed caretaker/groundskeeper/security watchman accommodations shall be classified as agricultural occupancies and expressly limited to a single residential unit or occupancy for the entire Golf Course Property, may not be segregated, platted, or conveyed separate from the Golf Course Property, and may not be offered as public accommodations or otherwise occupied except by current Golf Course employees and immediate families of current employees.

2. Covenant to Run With the Land. The covenant provided for herein shall run with the land and be binding upon the parties and all persons acquiring the Golf Course Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. The covenant provide for herein shall be for the benefit of the City, as a municipality with an interest in appropriate land uses and as the owner of adjoining or nearby property within the Horn Rapids area and development.

3. Enforcement. The City shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter.

4. Attorneys' Fees. In the event of litigation with respect to the enforcement or interpretation of this Declaration, including appeals, the prevailing party in such litigation shall be entitled to recover from the nonprevailing party the prevailing party's reasonable attorneys' fees, costs, and disbursements.

5. No Dedication or Gift; No Third Party Beneficiaries. Nothing in this Declaration shall be deemed a dedication or gift of any portion of the Golf Course Property to or for the benefit of the general public or for any public purpose whatsoever. This Declaration shall not be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto.

6. Entire Agreement. This Declaration constitutes the entire agreement of the parties as of the date hereof with respect to any matter described in this Declaration. No prior agreement, correspondence, or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof.

7. Amendment. No amendment or termination of this Declaration shall become effective until signed by the City and the owner of the Golf Course Property, acknowledged, and recorded in the real property records of Benton County, Washington.

8. Miscellaneous. The captions set forth in this Declaration are included for convenience of reference only and shall not in any way limit or affect the meaning or

interpretation of any terms or provisions of this Declaration. This Declaration shall be interpreted and construed under and governed by the laws of the State of Washington. Time is of the essence of this Declaration.

THE CITY OF RICHLAND, a Washington municipality	COLUMBIA GOLF ASSOCIATES, a Washington partnership
	By: Richland Golf Associates, a Washington general partnership Its: Managing Partner
By: <u>William King</u>	By: <u>Robert L. Soušek</u>
Its: <u>Acting City Manager</u>	Its: <u>Chair</u>

STATE OF WASHINGTON

COUNTY OF King

} ss.

On this 15th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared Robert Soušek, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as President of COLUMBIA GOLF ASSOCIATES, a Washington partnership; and acknowledged said instrument to be his/her free and voluntary act and deed of said partnership for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC
MAGGIE V. SAENZ
STATE OF WASHINGTON
My Commission Expires April 3, 2006

Maggie V. Saenz
NOTARY PUBLIC in and for the State of
Washington, residing at Black Diamond
My appointment expires 4/3/06
Print Name MAGGIE V. SAENZ

STATE OF WASHINGTON

COUNTY OF BENTON

SS

On this 18th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared William King, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as CITY MANAGER of THE CITY OF RICHLAND; and acknowledged said instrument to be the free and voluntary act and deed of the City for the uses and purposes therein mentioned.

Acting

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Ellen E. Kuklinski
NOTARY PUBLIC in and for the State of
Washington, residing at Richland
My appointment expires 5-21-08
Print Name Ellen E. Kuklinski

62
21

94 18376

FILED BY

MAY 27 10 22 AM '94

BOBBIE GAGNER
BENTON COUNTY, AUDITOR

VOL. 608 PAGE 1847

OFFICIAL RECORDS

WHEN RECORDED RETURN TO:

Horn Rapids Homeowners Association
P.O. Box 840
Richland, WA. 99352

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR HORN RAPIDS A MASTER PLANNED COMMUNITY.**

CHICAGO TITLE INSURANCE CO.

OFFICIAL RECORDS

SUMMARY OF
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR
HORN RAPIDS: A MASTER PLANNED COMMUNITY

The following is a summary of the major provisions of the Declaration of Covenants, Conditions, and Restrictions (often referred to as "the CC&R's") for Horn Rapids. This summary is provided for your convenience in order to highlight some of the major features of the CC&R's. In the case of any question about a provision, please refer to the CC&R's themselves, as the actual language of the CC&R's will govern what can and cannot be done in Horn Rapids.

The Horn Rapids Master Plan (Article 2)

Article 2 of the CC&R's specifies that Horn Rapids will be developed pursuant to a Master Plan, the current version of which is illustrated on Exhibit B of the CC&R's. Under the Master Plan, it is projected that Horn Rapids will be developed by stages eventually into a community of approximately 3,050 dwellings, while at the same time a large portion of Horn Rapids will be developed into a village center containing retail space and commercial offices and recreational areas including school sites, a golf course, trails, parks and greenbelts. The Master Plan may be refined and changed over time as the Horn Rapids community grows.

The Horn Rapids Master Homeowners Association (Article 3)

The Horn Rapids Master Homeowners Association is the homeowners' association responsible for ownership, control, and/or maintenance of the extensive Common Areas in Horn Rapids except for those Common Areas owned, managed, and/or maintained by specific Sub-Associations. Common Areas include both natural and developed areas. The Association is governed by a board of directors selected by the Declarant, the City of Richland, and the Association membership. Everyone who owns a lot or dwelling unit in Horn Rapids automatically belongs to the Association. The initial design of all houses and associated improvements including fences and landscaping is subject to the approval of the Initial Construction Controls Committee. After initial construction of improvements, Architectural Controls Committees established by the Association and Sub-Associations will regulate the appearance of houses, fences, and all other structures within their respective jurisdictions.

Horn Rapids Master Homeowners Association Assessments (Article 4)

Each owner in Horn Rapids is required to pay a general assessment levied annually by the Horn Rapids Master Homeowners Association to finance its operating expenses. The general assessment may be paid in installments as established by the Association. In addition, special assessments may be levied from time to time to pay for extraordinary expenses that arise. If an owner does not pay an assessment when due, the unpaid assessment becomes a lien against the owner's property in Horn Rapids, in the same way that a mortgage is a lien on your property. Like an unpaid mortgage, the Association's lien may be foreclosed by a lawsuit that results in the sale of the owner's property to pay off the overdue assessment.

Use Restrictions in Horn Rapids (Article 6)

Article 6 contains provisions that restrict permissible activities in Horn Rapids. For example, commercial uses in areas not specifically designated for commercial use on the Horn Rapids Master Plan are generally prohibited. The Board may prohibit mobile home or trailer storage within Horn Rapids except in areas specifically designated for the common storage of trailers or recreational vehicles. Signs are prohibited on lots, except ordinary "for sale" signs. Certain maintenance responsibilities are imposed on all owners in order to ensure that their homes are kept in good condition and their lots attractively maintained. Firearms and other dangerous weapons may not be used within Horn Rapids. No hunting is permitted.

Common Areas (Article 7)

The Association and/or neighborhood Sub-Associations are responsible for the maintenance and improvement of all Common Areas. Within these areas, the destruction or elimination of landscaping, physical improvements, or native growth is generally prohibited except in connection with specified activities approved by the Association or Declarant.

The foregoing summary is no substitute for a careful reading of the CC&R's themselves. Please take time to read them. In a way, the CC&R's are the underlying "constitution" for Horn Rapids. Together with state and local laws and ordinances, the Horn Rapids Master Homeowners Association Bylaws, and the Association's Rules and Regulations, the CC&R's are the foundation for a safe, successful, and attractive private community. Each owner has a responsibility to abide by the provisions of the CC&R's in order to make Horn Rapids the special place it is designed to be.

OFFICIAL RECORDS

TABLE OF CONTENTS

DESCRIPTION OF DECLARATION	1
ARTICLE 1 DEFINITIONS	2
Section 1.1. Apartment Building	2
Section 1.2. Association	2
Section 1.3. Association Action	2
Section 1.4. Board	2
Section 1.5. City of Richland	2
Section 1.6. Common Area	3
Section 1.7. Condominium	3
Section 1.8. Declarant	3
Section 1.9. Declaration	3
Section 1.10. Development Period	4
Section 1.11. Golf Course	4
Section 1.12. Governing Documents	4
Section 1.13. Initial Construction Control Committee	4
Section 1.14. Living Unit	4
Section 1.15. Lot	4
Section 1.16. Master Plan	5
Section 1.17. Membership Unit	5
Section 1.18. Mortgage	5
Section 1.19. Owner	6
Section 1.20. Parcel	6
Section 1.21. Participating Builder	6
Section 1.22. Phase	6
Section 1.23. Single Family	6
Section 1.24. Sub-Association	6
Section 1.25. Supplementary Declaration	6
Section 1.26. The Property	6
ARTICLE 2 MASTER PLAN AND ADDITIONS	7
Section 2.1. The Master Plan	7
Section 2.2. Additions and Amendments	7
Section 2.3. Future Road Improvement District and Future Local Improvement District	7
ARTICLE 3 HORN RAPIDS MASTER HOMEOWNERS ASSOCIATION	8
Section 3.1. Description of Association	8
Section 3.2. Association Board of Directors	8
Section 3.3. Association Membership	9
Section 3.4. Votes Appurtenant to Membership Units	9
Section 3.5. Initial Number of Votes	9
Section 3.6. Adjustment to Number of Votes	10
Section 3.7. Owner's Compliance with Governing Documents	10
Section 3.8. Rules and Regulations	10

OFFICIAL RECORDS

Section 3.9. Initial Construction Controls Committee.....	10
Section 3.10. Architectural Controls Committee.....	11
Section 3.11. Decisions of the Architectural Controls Committee	11
Section 3.12. No Warranty.....	11
Section 3.13. Immunity.....	11
Section 3.14. Indemnification.....	12
ARTICLE 4 ASSOCIATION BUDGET, ASSESSMENTS, AND LIENS	12
Section 4.1. Owner's Covenant to Pay Assessments	12
Section 4.2. Association Budget.....	12
Section 4.3. Levy of General Assessment.....	13
Section 4.4. Payment of General Assessment.....	13
Section 4.5. Non-Discriminatory Assessment	14
Section 4.6. Commencement of Assessments	14
Section 4.7. Certificates and Assessment Payment	14
Section 4.8. Special Assessments.....	14
Section 4.9. Effect of Non-Payment of Assessment	15
Section 4.10. Lien to Secure Payment of Assessments.....	15
Section 4.11. Suspension for Non-Payment of Assessment	16
Section 4.12. Reserves for Replacement	16
Section 4.13. Certain Areas Exempt.....	16
ARTICLE 5 SUBORDINATION OF LIENS	17
Section 5.1. Intent of Provisions	17
Section 5.2. Mortgagee's Non-Liability	17
Section 5.3. Mortgagee's Rights During Foreclosure	17
Section 5.4. Mortgagee as Owner	17
Section 5.5. Survival of Assessment Obligation.....	17
Section 5.6. Subordination of Assessment Liens	17
ARTICLE 6 USE COVENANTS, CONDITIONS AND RESTRICTIONS	18
Section 6.1. Authorized Uses	18
Section 6.2. Approval for Building or Clearing Plans Required	18
Section 6.3. Leasing Restrictions.....	20
Section 6.4. Animals	20
Section 6.5. Commercial Uses.....	20
Section 6.6. Mobile Homes and Modular or Prefabricated Homes.....	20
Section 6.7. Storage of Automobiles, Boats, Trailers and Campers.....	21
Section 6.8. Parking.....	21
Section 6.9. Golf Carts.....	21
Section 6.10. Garbage.....	21
Section 6.11. Utilities Underground	21
Section 6.12. Mining Prohibited.....	22
Section 6.13. Signs	22
Section 6.14. No Obstruction of Easements	22
Section 6.15. Antennae	22
Section 6.16. Swimming Pools; Spas; Outdoor Courts	22
Section 6.17. Fences; Walls; Decks	22

Section 6.18. Outdoor Lighting.....	23
Section 6.19. Water Quality and Conservation.....	23
Section 6.20. Sewage Disposal Systems.....	23
Section 6.21. Wells and Septic Tanks	23
Section 6.22. Owners' Maintenance Responsibilities.....	24
Section 6.23. Weapons.....	24
Section 6.24. Sales and Construction Facilities	24
Section 6.25. Nuisances Prohibited	24
Section 6.26. Relief from Certain Provisions.....	25
Section 6.27. Additional Restrictions on Lots Adjacent to Golf Course.....	25
ARTICLE 7 COMMON AREAS.....	26
Section 7.1. Title to Common Areas and Park Lands	26
Section 7.2. Owner's Common Rights.....	27
Section 7.3. Maintenance of Common Areas	27
Section 7.4. Relationship to Golf Course.....	27
ARTICLE 8 INSURANCE; CASUALTY LOSSES; CONDEMNATION	27
Section 8.1. Insurance Coverage	27
Section 8.2. Casualty Losses	28
Section 8.3. Condemnation.....	28
ARTICLE 9 ENFORCEMENT.....	29
Section 9.1. Right to Enforce	29
Section 9.2. Remedies Cumulative.....	29
Section 9.3. Covenants Running with the Land	29
ARTICLE 10 AMENDMENT AND REVOCATION	29
Section 10.1. Amendment by Declarant or Association.....	29
Section 10.2. Effective Date	30
ARTICLE 11 GENERAL PROVISIONS	30
Section 11.1. Taxes.....	30
Section 11.2. Transfer of Certain Utilities, Utility Repair Easement	30
Section 11.3. Non-Waiver	30
Section 11.4. Attorneys' Fees.....	30
Section 11.5. No Abandonment of Obligation.....	30
Section 11.6. Interpretation	31
Section 11.7. Severability	31
Section 11.8. Notices.....	31
Section 11.9. Applicable Law.....	31

EXHIBITS

- Exhibit A: Legal Description for Horn Rapids: A Master Planned Development
- Exhibit B: Horn Rapids Master Plan Illustrative Plan

OFFICIAL RECORDS

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR HORN RAPIDS: A MASTER PLANNED COMMUNITY

THIS DECLARATION is made on this 25th day of May, 1994, by the undersigned who is the owner of certain land situated in the State of Washington, County of Benton, known as Horn Rapids, hereafter referred to and defined and more particularly described as Exhibit A, which is attached hereto and incorporated herein by this reference as fully set forth (the "Property").

DESCRIPTION OF DECLARATION

Declarant desires to create in Horn Rapids as defined herein a planned community with residential, retail, and commercial uses, services, and facilities, as well as other public and private uses, services, and facilities. Declarant also desires to create facilities for the benefit of the Horn Rapids community, to provide for the preservation of the natural values and amenities in Horn Rapids, and to provide for the maintenance of open spaces and other common facilities.

The Horn Rapids Master Homeowners Association (hereafter referred to and defined as the "Association") shall be delegated and assigned the duties and powers of owning, maintaining and/or administering the Common Areas and related facilities, administering and enforcing covenants, conditions, and restrictions, and collecting and disbursing the assessments and charges hereinafter created, except as to certain duties and powers reserved to Declarant as hereinafter provided.

This Declaration contemplates a plan for the phased development of Horn Rapids pursuant to Declarant's Master Plan, as hereafter referred to and defined, in order that the Horn Rapids community may grow in an orderly fashion under a rational scheme of development. The Declaration further establishes the right and power of the Board to levy general and special assessments on each Owner, as hereafter referred to and defined, in order to finance the construction and maintenance of and improvements to the Common Areas and facilities, and in order to effectuate all the powers and duties of the Association, as described herein. The Declaration further establishes certain restrictions on the various uses and activities that may be permitted in Horn Rapids and further establishes the right of the Board to promulgate rules and regulations which may further define and limit permissible uses and activities consistent with the provisions of this Declaration.

The Declaration further establishes the right and power of the Declarant and/or an irrigation source entity to maintain and operate an irrigation supply system and to perform certain other activities in Horn Rapids.

This Declaration further constitutes a waiver of the right of all owners in Horn Rapids to protest the formation of any future local improvement district and/or road improvement district which includes Horn Rapids to the extent that the annual assessment for each lot in such a road improvement district is less than or equal to one hundred fifty dollars (\$150.00) for 20 years.

NOW, THEREFORE, the undersigned hereby covenants, agrees, and declares that all of Horn Rapids as defined herein and the buildings and structures hereafter constructed thereon are, and will be, held, sold, and conveyed subject to and burdened by the following covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of Horn Rapids and all for the benefit of the Owners thereof, their heirs, successors, grantees, and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in Horn Rapids or any part thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Association and are intended to be and shall in all respects be regarded as covenants running with the land.

ARTICLE 1

DEFINITIONS

Section 1.1. Apartment Building shall mean and refer to a building on one or more Lots owned by a person or entity, consisting of two or more attached residential living units under one roof, but excluding Condominium Units.

Section 1.2. Association shall mean and refer to the Horn Rapids Master Homeowners Association, a Washington non-profit corporation, its successors and assigns. The Association may be referred to herein as the "Master Association" to distinguish it from Sub-Associations.

Section 1.3. Association Action shall mean and refer to a written corporate action of the Association in the form of either a by-law or resolution duly passed by either the Board or the Owners.

Section 1.4. Board shall mean and refer to the Board of Directors of the Association.

Section 1.5. City of Richland shall refer to the City of Richland, a Washington municipal corporation, which owns portions of the planned phased areas of Horn Rapids and from whom Declarant or approved third parties will purchase those portions of Horn Rapids to construct the community in a manner generally consistent with the Master Plan in effect throughout the development of the community.

OFFICIAL RECORDS

Section 1.6. Common Area as used in this Master Declaration shall mean and refer to (i) all real property that is owned by the Association, (ii) the beneficial interest in easements or other property interests that are granted or reserved to the Association, and (iii) property or property interests that are designated by Declarant or approved third parties for future ownership by the Association or a neighborhood Sub-Association on a final plat or other recorded document, including without limitation open space areas and improvements thereon, clubhouse and neighborhood community centers, recreational and athletic facilities, pedestrian and equestrian trails, bicycle paths, lakes, ponds, parking areas, landscaping, and other areas available for common use and enjoyment by members of the Association. Common Area responsibilities and expenses of the Association shall specifically include the obligations and expenses incurred pursuant to those certain Landscape and Maintenance Agreement and Irrigation System Supervision and Planning Agreement, each dated July 29, 1993, by and between Columbia Triangle Venture, L.P. and the City of Richland, and the Association shall succeed to the rights and obligations of Columbia Triangle Venture, L.P. thereunder. Common Area owned and maintained by the Association shall further specifically include (i) the storm drainage system and (ii) the irrigation system. Unless otherwise specifically set forth herein, "Common Area" in this Master Declaration shall not include the common area owned or maintained by a Sub-Association.

Section 1.7. Condominium shall mean and refer to any Living Unit created in a declaration filed pursuant to the Horizontal Property Regimes Act, RCW Ch. 64.32, or any successor statute, including without limitation such units located in duplexes, fourplexes, and other multi-dwelling-unit buildings, and any building composed of such units if the context shall require.

Section 1.8. Declarant shall mean and refer to COLUMBIA TRIANGLE VENTURE L.P., a Washington limited partnership, its successors and assigns, if such successors or assigns should acquire all or substantially all of the then-undeveloped Parcels of Horn Rapids from Declarant for the purpose of development (excluding Participating Builders); provided, however, that no successor or assign of Declarant shall have any rights or obligations that are not specifically set forth in the instrument of succession or assignment or other recorded instrument or passed by operation of law. Certain rights and obligations of Declarant, as set forth herein, shall cease at the end of the Development Period.

Section 1.9. Declaration shall mean and refer to this instrument, as the same may be supplemented or amended from time to time. This instrument may be referred to as the "Master Declaration" to distinguish it from the Declarations for Sub-Associations.

Section 1.10. Development Period shall mean and refer to that period of time beginning on the date of initial recording of this Declaration and ending whenever any of the following first occurs: (i) 30 years from the date hereof; or (ii) 4 months after Declarant has transferred title to purchasers of Lots or Condominiums representing ninety-five percent (95%) of the total voting power of all Owners as then constituted; or (iii) written notice from Declarant to the Association in which Declarant elects to terminate the Development Period. The Development Period may be extended pursuant to Section 2.2.

Section 1.11. Golf Course shall mean that certain real and personal property which is contiguous to the Property and developed as an 18-hole golf course and owned and operated by Columbia Golf Associates, a Washington General Partnership or its successors and/or assigns. The Golf Course shall include the greens, fairways, cart paths, driving range, putting greens, designated lakes or water hazards, maintenance facilities and other improvements so-designated by Declarant as part of the Golf Course. Notwithstanding anything to the contrary contained within this Declaration, the Golf Course is not a part of the Property or the Common Areas, and the owners of Living Units do not, by the nature of their ownership of Property within the community, have any reserved right to use of the Golf Course or membership, if offered, to any golf club for the community.

Section 1.12. Governing Documents shall mean and refer to this Declaration, any Supplementary Declarations subsequently filed, and the Articles of Incorporation and Bylaws of the Association, as any of the foregoing may be amended from time to time.

Section 1.13. Initial Construction Controls Committee shall mean the committee created pursuant to Section 3.9.

Section 1.14. Living Unit shall mean and refer to a building or structure or any portion thereof situated in Horn Rapids that is designed and intended for use and occupancy as a residence by a single family, including attached or detached houses, Condominiums, and units within Apartment Buildings, and the appurtenant landscaping, fences, walls, decks, patios, pool, spa, garages, driveways, parking areas or similar improvements occupying any Lot on which a Living Unit is situated. If a Living Unit is constructed on a Lot, the definition of Living Unit shall be deemed to encompass the underlying Lot, as well, but the definition shall not include any Lot on which a Living Unit has not yet received a certificate of occupancy or analogous certificate from the applicable governmental authority.

Section 1.15. Lot shall mean and refer to any legally segmented and alienable portion of Horn Rapids created after the date of this Declaration (and including Lots in the Plat of Horn Rapids Phase 1, whether or not such plat is recorded after the date of this Declaration), through subdivision, short subdivision, site plan

OFFICIAL RECORDS

approval, or any other legal process for dividing land, with the exception of streets and other public areas, the Golf Course, the Common Areas (Master Association or Sub-Association) and any areas conveyed to the irrigation source entity for use as well or reservoir sites.

Section 1.16. Master Plan shall mean and refer to the total general scheme of intended uses of Horn Rapids as approved by the City of Richland in Resolution 38-93, the present version of which is illustrated in Exhibit B attached hereto, which exhibit is incorporated herein by this reference as if fully set forth, and as further defined in Article 2. If the Master Plan shall be amended, this definition shall refer to the most current version thereof. Horn Rapids shall mean and refer to that real property described in the Master Plan.

Section 1.17. Membership Unit. When used in reference to a Lot designated for construction of a single Living Unit, "Membership Unit" shall mean one unit. When used in reference to a Lot designated for multiple Living Units, "Membership Unit" shall mean the maximum number of Living Units authorized under the Master Plan to be built on such Lot, provided that when one-third (1/3) of the maximum authorized Living Units have been built and have received a Certificate of Occupancy, "Membership Unit" shall mean the actual number of Living Units completed on such Lot, as such number may be increased by additional construction from time to time. On Lots designed for multiple Living Units, where there are more Membership Units than Living Units, the excess Membership Units shall be deemed to be owned by the Owner of the fee interest in the unbuilt portions of the Lot, and shall be deemed transferred with transfer of ownership of the Lot. Any reference herein to ownership, sale or encumbrance of a Membership Unit shall be deemed to refer to ownership, sale, assessment or encumbrance of the Lot or Living Unit to which such Membership Unit attaches. Assessments or liens against a Membership Unit that is not appurtenant to a Living Unit shall be deemed assessments or liens against the fee interest in the Lot.

Section 1.18. Mortgage shall mean and refer to any recorded mortgage or deed of trust encumbering one or more of the Lots or Living Units. "First Mortgage" shall mean and refer to a Mortgage with priority over other Mortgages. "Mortgage" shall mean and refer to the holder or beneficiary of any Mortgage and shall not be limited to Institutional Mortgagees. As used herein, the term "Institutional Mortgagees" or "Institutional Holder" shall include banks, trust companies, insurance companies, mortgage companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations, and any agency or department of the United States Government or of any state or municipal government.

OFFICIAL RECORDS

Section 1.19. Owner shall mean and refer to the record owner (whether one or more persons or entities) of a fee interest in any Lot or Living Unit, including Participating Builders but excluding Mortgagees or other persons or entities having such interest merely as security for the performance of an obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners and their respective sellers or assignors shall not be deemed Owners, except as provided in Section 5.3, 5.4 and 5.5.

Section 1.20. Parcel shall mean and refer to any portion of the Property not yet included within a Phase.

Section 1.21. Participating Builder shall mean and refer to a person or entity that acquires a portion of the Property for the purpose of improving such portion in accordance with the Master Plan for resale to Owners or lease to tenants.

Section 1.22. Phase shall mean and refer to any portion of the Property that is segregated by Declarant's filing for recording of a final plat, short plat, binding site plan, condominium declaration, or other analogous recorded plan, map, or document, that creates Lots, Living Units, or Common Areas.

Section 1.23. Single Family shall mean and refer to a single housekeeping unit that includes not more than 4 adults who are legally unrelated.

Section 1.24. Sub-Association shall mean and refer to a neighborhood association, a Washington non-profit corporation, created by Declarant or approved third parties for the purposes of providing control and maintenance within defined portions of the Property.

Section 1.25. Supplementary Declaration shall mean and refer to any recorded declaration of covenants, conditions, and restrictions which extends the provisions of this Declaration to a Phase or which contains such complementary provisions for a Phase as are deemed appropriate by Declarant.

Section 1.26. The Property shall mean that certain real property described on Exhibit A attached hereto, and such additions thereto as may hereafter be brought within the terms and conditions hereof, in accordance with Article 2 of this Declaration.

ARTICLE 2

OFFICIAL RECORDS

MASTER PLAN AND ADDITIONS

Section 2.1. The Master Plan. The Master Plan, the present version of which has been approved by the City of Richland in Resolution 38-93 and is illustrated on Exhibit B, is Declarant's dynamic design for the staged development of the Property as a community, and may be regularly modified and amended by Declarant as provided herein during the period of years required to develop the Property. Because the Master Plan is necessarily an evolving design, it shall not bind Declarant to make any of the additions to the Property that are shown on the Master Plan or to improve any portion of such lands in accordance with the Master Plan unless and until a Supplementary Declaration is filed for record by the Declarant for a Phase of Horn Rapids subjecting it to this Declaration. As provided in Section 2.2., the Declarant has the right to add to or amend the Master Plan, subject to approval by the City of Richland and/or other government agencies.

Section 2.2. Additions and Amendments. Declarant hereby reserves the right to add to or amend the Master Plan. Such additions or amendments shall be effected by (1) giving notice of the proposed changes to the Association Board; (2) securing any necessary approval of any proposed addition or amendment from the City of Richland or any successor governmental entity with jurisdiction over the Horn Rapids Property, and (3) securing any necessary approval of any federal mortgage agency.

Declarant's right to amend the Master Plan includes the right to add additional properties to or delete properties from the Property and the right to change presently proposed uses in the Property. Such amendments may include changes in the quantity or types of residential, recreational, and commercial uses, services, and facilities. In the event additional properties are added to the Property, the Development Period may be extended a maximum of ten years at the sole option of Declarant.

Section 2.3. Future Road Improvement District and Future Local Improvement District. This Declaration constitutes a waiver of the rights of all owners in the Property and their successors in interest to protest the formation of a future local improvement district and/or road improvement district which benefits and includes all or a portion of the Property, so long as the annual assessment for a lot in such a road improvement district is less than or equal to one hundred fifty dollars (\$150.00) for 20 years.

ARTICLE 3

HORN RAPIDS MASTER HOMEOWNERS ASSOCIATION

Section 3.1. Description of Association. The Association is a non-profit corporation organized and existing under the laws of the State of Washington charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as they may be amended from time to time; provided, however, that no Governing Documents other than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this declaration.

Section 3.2. Association Board of Directors. Declarant shall within 90 days of execution of this Declaration, select an initial Board of not fewer than 3 persons who need not be Owners and one of whom must be designated by the City of Richland. The initial Board shall have the full authority and all rights, responsibilities, privileges, and duties to manage the Association under the Governing Documents and shall be subject to all provisions of the Governing Documents. The Board shall elect officers of the Association from among the Board members, which shall include a president who shall preside over meetings of the Board and meetings of the Association. The term of the initial directors of the Board shall expire at the first annual meeting of the Association following their appointment by Declarant. At the first annual meeting the number of Directors shall increase to five (5), consisting of three Directors designated by Declarant, one Director designated by the City of Richland, and one Director elected by the Association members at their annual meeting. Directors shall serve for three-year terms with staggered term expirations as may be established by the Articles of Incorporation or Bylaws of the Association. The number of Directors shall remain at five for a period of ten (10) years, after which time the number of Directors shall increase to seven (7), consisting of four (4) Directors designated by Declarant, one Director designated by the City of Richland, and two (2) Directors elected by the Association members at their annual meeting. During the Development Period, no more than one (1) of these positions may be held by any person who is an owner or operator of a rental unit or the employee, agent, representative (including, but not limited to, any occupant of a rental unit or any person receiving a benefit from an apartment owner or operator), or relative of an owner or operator of a rental unit. The City's right to designate a Director shall terminate at the time the City no longer owns any portion of the Property, or sooner by mutual written agreement between Declarant and the City of Richland, at which time Declarant shall designate the Director that would otherwise have been designated by the City of Richland. At the end of the Development Period, all Directors that would otherwise have been designated by Declarant shall be elected by the membership of the Association at their annual meeting. Any vacancy created by the incapacity, resignation or removal of a Director shall be filled by the party entitled to designate that Director, provided that if the Director holds a position elected by

the membership of the Association, such vacancy shall be filled by the Board until the next regularly scheduled meeting of the Association, at which time it shall be filled by vote of the membership of the Association.

At completion of the Development Period, no more than two (2) of the seven (7) positions may be held by any person who is an owner or operator of a rental unit or his/her employee, agent, representative or relative as defined in the preceding paragraph. If a non-member Director is elected and is an employee, agent, representative or relative of an owner or operator of a rental unit, the non-member Director shall be deemed to be filling one (1) of the two (2) positions which may be held by an owner or operator of a rental unit or his/her representative as defined in the preceding paragraph.

Section 3.3. Association Membership. Every person or entity who is an Owner shall by reason thereof be a member of the Association. Such membership shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Membership Unit to which it relates. Membership shall not be separated from ownership of the Membership Unit to which it relates; provided, however, that any Owner may delegate his rights of membership in the Association and rights of enjoyment in the Common Area to the members of his family and to his tenants occupying a Living Unit, subject to the provisions of Section 6.3.

Section 3.4. Votes Appurtenant to Membership Units. Every Owner shall be entitled to cast one vote in the Association for each Membership Unit owned. A vote shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Membership Unit to which it relates. A vote shall not be separated from ownership of the Membership Unit to which it relates; provided, however, that when more than one entity holds the beneficial fee interest in any Membership Unit, the vote therefor shall be cast as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Membership Unit; and if the several Owners of a Membership Unit are unable to agree as to the casting of their vote, such vote shall not be counted. When a single entity owns more than one Membership Unit, each vote may be cast separately.

Section 3.5. Initial Number of Votes. From the commencement of the existence of the Association, there shall be a total of 3,050 outstanding votes in the Association, representing one vote for each 3,050 Membership Units, the maximum number presently authorized by the City of Richland for the Property. During the Development Period, the Declarant shall be entitled to cast 3,050 votes provided that at the transfer by Declarant or approved third parties of the ownership of any Lot, the number of Living Units deemed authorized on such Lot in arriving at Declarant's 3,050 votes shall be deducted from such 3,050 votes.

OFFICIAL RECORDS

Section 3.6. Adjustment to Number of Votes. If other than 3,050 Living Units are authorized by the City of Richland for the Property at any time during the Development Period or additional properties are included in the Property pursuant to Section 2.2, the number of votes in the Association shall be readjusted at such time to reflect the changed number of Membership Units, and Declarant shall be entitled to cast all such votes, less the adjustments set forth in Section 3.5 above. If, after the end of the Development Period, additional Lots are platted or Living Units constructed from time to time in the Property, the number of votes in the Association shall similarly be readjusted from time to time, in order that there shall thereafter always be one vote for each Membership Unit in the Property.

Section 3.7. Owner's Compliance with Governing Documents. By acceptance of a deed to a Lot or Living Unit, execution of a contract therefor, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to observe and comply with all terms of the Governing Documents of the Association, and all rules and regulations duly promulgated pursuant to Association Action.

Section 3.8. Rules and Regulations. The Association shall have the power to adopt from time to time by Association Action and to enforce rules and regulations governing the use of the Property, in addition to the use restrictions contained in this Declaration and whether or not expressly contemplated herein, provided that such rules and regulations shall not be inconsistent with this Declaration. The rules and regulations may not discriminate among Owners except insofar as may be necessary to reflect (i) different requirements or restrictions applicable to different Lots under the Master Plan or (ii) different access rights or maintenance obligations of Owners in relation to Limited Common Areas that are the responsibility of the Association. The Board may prescribe penalties for the violation of such rules and regulations, including but not limited to suspension of the right to use the Common Areas or portions thereof. Any such rules and regulations shall become effective 30 days after promulgation or amendment and shall be mailed to all Owners within 30 days after promulgation or amendment. A copy of the rules and regulations then in force shall be retained by the secretary of the Association and shall be available for inspection by any Owner during reasonable business hours. Such rules shall have the same force and effect as if set forth herein.

Section 3.9. Initial Construction Controls Committee. The plans for both the initial improvement of a Lot and the initial construction of a Living Unit, Common Area, commercial building or accessory structure on a Lot during the Development Period shall require approval of a committee consisting of two representatives of Declarant pursuant to Section 6.2.

OFFICIAL RECORDS

Section 3.10. Architectural Controls Committee. The Board shall establish and continuously maintain an Architectural Controls Committee composed of three or more representatives, one of whom shall be designated by the City of Richland until the City no longer owns any portion of the Property, to review and approve or disapprove the details and written plans and specifications of all construction which is neither (I) subject to Section 3.9 nor (II) within the jurisdiction of a Sub-Association. The matters subject to Architectural Controls Committee review and approval include but are not limited to conversions, additions to or exterior alterations of existing Common Areas, Living Units and accessory buildings on a Lot. Within any condominium plat in the Property, the prior approval of the Architectural Controls Committee shall also be required for any changes in the landscape layout, for any changes to a bearing wall, and for any exterior additions or alterations. The Association shall have the power to adopt from time to time by Association Action and to enforce guidelines, criteria, and procedures governing the Architectural Controls Committee and the Owners' compliance with the provisions of Section 6.2 hereof. The provisions of Section 3.8 hereof shall apply to such guidelines, criteria, and procedures as if fully set forth in this Section 3.10.

Section 3.11. Decisions of the Architectural Controls Committee. The Architectural Controls Committee's approval or disapproval of plans shall be made within 45 days of submission of a complete set of plans, shall be in writing, and approval shall be evidenced by written endorsement on such plans, one copy of which shall be delivered to the Owner of the Lot upon which the construction is proposed. Except for violation of those restrictions specifically set forth in Sections 6.5, 6.6, 6.7, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 6.17, 6.18, 6.20, 6.21, and 6.25, if no suit challenging any construction has been commenced within six months after its completion, Committee approval will not be required and this Declaration shall be deemed to have been fully complied with.

Section 3.12. No Warranty. No act by the Initial Construction Controls Committee or the Architectural Controls Committee shall be deemed to be in any way a representation or warranty that the plans or actions reviewed by such committee do or do not comply with applicable governmental laws or regulations, do or do not meet the standards in the industry for such plans, or do or do not meet the needs or desires of the person submitting the plans.

Section 3.13. Immunity. So long as a Director, member of the Initial Construction Controls Committee or the Architectural Controls Committee, Association member, or Declarant, acting on behalf of the Board or the Association, has acted in good faith, without willful or intentional misconduct, upon the basis of such actual information as is then possessed by such person, then no such Person shall be personally liable to any Owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person;

OFFICIAL RECORDS

provided that this Article shall not apply to the extent the liability of such person for such act, omission, error, or negligence is covered by any insurance actually obtained by the Board.

Section 3.14. Indemnification. Each Director, each member of the Initial Construction Controls Committee, each member of the Architectural Controls Committee, and Declarant shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which such person may be a party, or in which such person may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not such person holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance actually obtained by the Board and except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of his or her duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE 4

ASSOCIATION BUDGET, ASSESSMENTS, AND LIENS

Section 4.1. Owner's Covenant to Pay Assessments. By acceptance of a deed to a Lot or Living Unit, execution of a contract therefor, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to pay the Association, in advance, all general and special assessments levied as provided herein.

Section 4.2. Association Budget. The Board shall prepare, or cause to be prepared, and approve, an operating budget for the Association at least annually, in accordance with generally accepted accounting principles. The operating budget shall set forth all sums required by the Association, as estimated by the Board, to meet its annual costs and expenses, including but in no way limited to all management and administration costs, operating and maintenance expenses of the Common Areas, and services furnished to or in connection with the Common Areas, including the amount of all taxes and assessments levied against, and the costs of liability and other insurance on, the Common Areas, and including charges for any services furnished by or to the Association; the cost of utilities and other services; and the cost of funding all reserves established by the Board, including, when appropriate, a general operating reserve and a reserve for replacements. The funds required to meet the Association's annual expenses shall be raised from a general assessment against each Owner and Living Unit as provided hereafter.

The Board may revise the operating budget after its preparation at any time and from time to time, as it deems necessary or advisable in order to take into account and defray additional costs and expenses of the Association.

Section 4.3. Levy of General Assessment. In order to meet the costs and expenses projected in its operating budget, the Board shall by Association Action determine and levy in advance on every Owner a general assessment, as follows:

4.3.1. The general assessment shall be calculated as follows. The amount of the Association's operating budget shall be divided by the number of Membership Units as of the date the general assessment is levied. The resulting quotient shall be the per-Unit assessment share. Such quotient shall then be multiplied by the sum of the number of an Owner's Membership Units as of the date the general assessment is levied. The resulting product shall be the amount of such Owner's general assessment. For purposes of calculating the general assessment only, Declarant's Membership Units shall be only that number of Membership Units created as a result of completed Living Units on Declarant's Lots.

4.3.2. The Board shall make reasonable efforts to determine the amount of the general assessment payable by each Owner for an assessment period at least 30 days in advance of the beginning of such period and shall at that time prepare a roster of the Owners and the general assessment allocated to each, which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to Association. Notice of the general assessment shall thereupon be sent to each Owner; provided, however, that notification to an Owner of the amount of an assessment shall not be necessary to the validity thereof.

4.3.3. The omission by the Board, before the expiration of any assessment period, to fix the amount of the general assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Owner from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period, but the general assessment fixed for the preceding period shall continue until a new assessment is fixed.

4.3.4. Upon any revision by the Board of the operating budget during the assessment period for which such budget was prepared, the Board shall, if necessary, revise the general assessment levied against the Owners and give notice of the same in the same manner as the initial levy of a general assessment for an assessment period.

Section 4.4. Payment of General Assessment. Upon Association Action, installments of general assessments may be collected on a monthly, quarterly,

semi-annual, or annual basis. Any Owner may prepay one or more installments on any assessment levied by the Association without premium or penalty.

Section 4.5. Non-Discriminatory Assessment. Except as authorized in Section 4.3., 4.8, and 6.22 hereof, no assessment shall be made at any time which may unreasonably discriminate against any particular Owner or group of Owners in favor of other Owners. However, a special assessment may be made against a particular Owner by a two-thirds majority vote of the Board or other Association committee to which such oversight responsibility has been delegated, in the event that, after notice from the Association of failing to maintain the same in a condition comparable to the other Lots or Living Units in the Property has been given to the Owner thereof, the Association elects to expend funds to bring such Owner's Lot or Living Unit up to such comparable standard.

Section 4.6. Commencement of Assessments. Liability of an Owner for assessments shall commence on the first day of the calendar month following the date upon which any instrument of transfer to such Owner becomes operative (such as the date of a deed, the date of a recorded real estate contract for the sale of any Lot or Living Unit, the date of death in the case of a transfer by will or intestate succession, etc.) and, if earlier, the first day of the calendar month following the first occupancy of a Living Unit by an Owner. The Board may in its rules and regulations provide for an administratively convenient date for commencement of assessments that is not more than 90 days after the effective date established above. The due dates of any special assessment payment shall be fixed by the Association Action authorizing such special assessment.

Section 4.7. Certificates and Assessment Payment. Upon request, the Board shall furnish written certificates certifying the extent to which assessment payments on a specified Membership Unit are paid and current to the date stated therein. Issuance of such certificates shall be conclusive evidence of payment of any assessments therein declared to have been paid. A reasonable charge may be made by the Board for the issuance of such certificate.

Section 4.8. Special Assessments. In addition to the general assessments authorized by this Article, the Board may, by Association Action, levy a special assessment or assessments at any time against existing Living Units only, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair, or replacement of a described capital improvement located upon or forming a part of the Common Areas, including necessary fixtures and personal property related thereto, or for such other purpose as the Board may consider appropriate; provided, however, that any such assessment must have the prior favorable vote of Owners representing two-thirds of the existing Living Units. If appropriate, the Board may levy a special assessment against a portion of the Membership Units in cases where some but not all of the Membership Units would benefit by the special

assessment. The amount of each Owner's special assessment for any year shall be the total special assessment for such year, divided by the sum of the number of Membership Units affected by the special assessment.

Section 4.9. Effect of Non-Payment of Assessment. If any assessment payment is not made in full within 30 days after it is first due and payable, the unpaid amounts shall constitute a lien against the Membership Unit assessed and shall bear interest from the date on which payment was first due and payable at the rate applicable to judgments in Washington. By acceptance of a deed to a Lot or Living Unit, execution of a contract therefor, or any other means of acquisition of an ownership interest, and whether or not it shall be so expressed in any such deed or other instrument, each Owner shall be deemed to grant thereby to the Association, its agents and employees, and to Declarant during the Development Period, the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt, and to enforce the liens created by this Declaration of such assessments as a debt, and to enforce the liens created by this Declaration in favor of the Association by foreclosure of the continuing liens in the same form of action as is then provided for the foreclosure of a mortgage on real property. The liens provided for in this Declaration shall be for the benefit of the Association as a corporate entity, and the Association shall have the power to bid in at any lien foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot or Living Unit foreclosed against.

Section 4.10. Lien to Secure Payment of Assessments. Declarant hereby creates in the Association perpetually the power to create a lien in favor of the Association against each Lot and Living Unit, to secure to the Association the payment to it of all assessments, interest, costs, and attorneys' fees; and Declarant hereby subjects all Lots and Living Units perpetually to such power of the Association. Such lien shall arise in accordance with the terms of this Declaration without the necessity of any further action by the Association, and any such lien when created, shall be a security interest in the nature of a mortgage in favor of the Association. Such lien shall become a continuing lien in the amount stated in the assessment from the time of the assessment, but expiring prorata as the assessment payments are made, and shall also be the personal obligation of the person or entity who is the Owner of the Lot or Living Unit at the time of the assessment. The personal obligation to pay a prior assessment shall not pass to successors in interest unless expressly assumed by them; provided, however, that in the case of a sale or contract for the sale of any Lot or Living Unit which is charged with the payment of an assessment, the person or entity who is the Owner immediately prior to the date of such sale shall be personally liable for the amounts of the monthly installments due prior to said date, and the new Owner shall be personally liable for monthly installments becoming due on or after such date. The foregoing limitation on the duration of the personal obligation of an Owner to pay assessments shall not, however, affect the validity or duration of

OFFICIAL RECORDS

the continuing lien for unpaid assessments against the respective Lot or Living Unit.

Section 4.11. Suspension for Non-Payment of Assessment. If an Owner shall be in arrears in the payment of any assessment due, or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of 30 days, said Owner's voting rights shall without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Owner is relieved of liability for assessments by non-use of the Common Areas or by abandonment of a Lot or Living Unit.

Section 4.12. Reserves for Replacement. As a common expense, the Board shall establish and maintain a reserve fund for replacement of the Common Areas and any improvements and community facilities thereon by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board. Such fund shall either be deposited with a banking institution, the accounts of which are insured by any state or by any agency of the United States of America or, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve fund shall be expended only for the purpose of affecting the replacement of the Common Areas and any improvements and community facilities thereon, equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature. The Board may establish such other reserves for such other purposes as it may from time to time consider to be necessary or appropriate. The proportional interest of any Owner in any such reserves shall be considered an appurtenance of his Lot or Living Unit and shall not be separately withdrawn, assigned, or transferred, or otherwise separated from the Lot or Living Unit to which it appertains and shall be deemed to be transferred with such Lot or Living Unit.

Section 4.13. Certain Areas Exempt. The Common Area, the Golf Course, all Parcels, all Membership Units owned by Declarant without Living Units appurtenant thereto, and all portions of the Property owned by or dedicated to and accepted by a charitable or non-profit organization that is exempt from federal income taxation under section 501(c) (2) or (3) of the Internal Revenue Code (as the same may hereafter be amended or under any successor statute) or that is exempt from taxation under the laws of the State of Washington, shall be exempt from assessments by the Association. All portions of the Property owned by or dedicated to and accepted by a public authority shall be exempt from the ownership of Membership Units, from the casting of votes in the Association and from assessments by the Association. Notwithstanding the above, Declarant may, during the Development Period, grant an exemption from assessments for a

OFFICIAL RECORDS

specified period of time to a Participating Builder or to an Owner of unimproved Lot(s).

ARTICLE 5

SUBORDINATION OF LIENS

Section 5.1. Intent of Provisions. The provisions of this Article 5 apply for the benefit of each Mortgagee who lends money for purposes of construction or to secure the payment of the purchase price of a Lot or Living Unit.

Section 5.2. Mortgagee's Non-Liability. The holder of a Mortgage shall not, by reason of the security interest only, be liable for the payment of any assessment or charge, nor for the observance or performance of any covenant or restriction, excepting only those enforceable by equitable relief and not requiring the payment of money, and except as hereafter provided.

Section 5.3. Mortgagee's Rights During Foreclosure. During the pendency of any proceeding to foreclose a Mortgage, including any period of redemption, the holder of the Mortgage, or the receiver, if any, may exercise any or all of the rights and privileges of the Owner of the encumbered Lot or Living Unit, including but not limited to the right to vote in the Association to the exclusion of the Owner's exercise of such rights and privileges.

Section 5.4. Mortgagee as Owner. At such time as a Mortgagee shall become the record Owner of the Lot or Living Unit previously encumbered by the Mortgage, the Mortgagee shall be subject to all of the terms and conditions of this Declaration, including the obligation to pay for all assessments and charges in the same manner as any Owner.

Section 5.5. Survival of Assessment Obligation. After the foreclosure of a security interest in a Lot or Living Unit, any unpaid assessments shall continue to exist and remain as a personal obligation of the Owner against whom the same was levied, and the Association shall use reasonable efforts to collect the same from such Owner.

Section 5.6. Subordination of Assessment Liens. The liens for assessments provided for in this Declaration shall be subordinate to the lien of any Mortgage or other security interest placed upon a Lot or Living Unit as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to confirm the particular superior security interest. The sale or transfer of any Lot or Living Unit or any interest therein shall not affect the liens provided for in this Declaration except as otherwise specifically provided for herein, and in the case of a transfer of a Lot or

Living Unit for purposes of realizing a security interest, liens shall arise against the Lot of Living Unit for any assessment payments coming due after the date of completion of foreclosure (including the expiration date of any period of redemption).

ARTICLE 6

USE COVENANTS, CONDITIONS AND RESTRICTIONS

Section 6.1. Authorized Uses. The Property shall be used solely for the uses authorized in the Master Plan, as amended from time to time. Such uses may include, but are not limited to, residential, retail, and commercial uses, active and passive recreational uses and facilities, utility stations, public uses and facilities such as schools and fire stations, and other uses and facilities normally incidental to a master planned community. During the Development Period, no Lot or Living Unit shall be further subdivided without Declarant's prior written approval. Thereafter, no Lot or Living Unit shall be further subdivided without prior approval conferred by Association Action.

Section 6.2. Approval for Building or Clearing Plans Required.

The following shall apply to all matters within the jurisdiction of the Initial Construction Controls Committee or the Architectural Controls Committee except as specifically empowered to the Architectural Controls Committee of a Sub-Association:

(a) During the Development Period, no initial construction of a Living Unit, commercial building or accessory building on a Lot or of Common Area shall be commenced until written approval thereof has been obtained from the Initial Construction Controls Committee. After the Development Period or the initial construction of a Living Unit, commercial building, or accessory building on a Lot or of Common Area, no construction shall be commenced or maintained until written approval of the Architectural Controls Committee has been obtained.

(b) No conversion, addition to or exterior alteration of all or any portion of an existing Living Unit, commercial building, accessory building on a Lot, or Common Area shall be commenced or maintained until written approval of the Architectural Controls Committee has been obtained.

(c) No clearing, no excavation, and no filling is permitted on a Lot or in a Common Area until written approval of the Architectural Controls Committee is obtained, provided that when such clearing, excavation, or filling occurs during the Development Period, such written approval shall be obtained from the Initial Construction Controls Committee.

OFFICIAL RECORDS

(d) In order to obtain approval pursuant to this section, an Owner (including a Participating Builder) shall submit to the Initial Construction Controls Committee or the Architectural Controls Committee, as applicable, written plans and specifications showing the nature, kind, shape, height, materials, colors, landscaping, location and other information relevant to the application for approval. The Initial Construction Controls Committee or the Architectural Controls Committee, as applicable, shall have the authority to approve, reject or approve with conditions any application based upon the Committee's determination as to whether or not the proposed work is in harmony of external design and location in relation to surrounding structures, vegetation, properties and topography and is in compliance with the Governing Documents. Committee decisions shall be final and binding on all parties.

(e) The initial construction of a Living Unit, commercial building or accessory structure and major alterations thereto shall be done by a licensed and bonded general contractor, unless prior written permission otherwise is obtained from the Initial Construction Controls Committee or the Architectural Controls Committee, as applicable. Proof of current contractor registration shall be submitted with the plans and specifications described above.

(f) Plans and specifications shall include a reasonable timetable for completion of any authorized construction activity and shall, in no case, exceed one year provided that an extension to complete landscaping may be granted where completion within one year is not feasible due to weather or other exceptional circumstances. The Initial Construction Controls Committee or the Architectural Controls Committee, as applicable, may, where appropriate, require completion of the exterior of any structure and landscaping within a shorter period of time.

(g) No act by the Initial Construction Controls Committee or the Architectural Controls Committee shall be deemed to be in any way a representation or warranty that the plans or actions reviewed by such committee do or do not comply with applicable governmental laws or regulations, do or do not meet the standards in the industry for such plans, or do or do not meet the needs or desires of the person submitting the plans.

(h) This Section 6.2 shall not apply to (1) activity undertaken by the Declarant in any Parcel or action pursuant to the exercise of Declarant's rights under Section 7.1., (2) activity undertaken on the Golf Course by Declarant, by Declarant's assigns, or their successors in interest, or to (3) activity undertaken by Declarant, irrigation source entity or their successors in interest to maintain or improve the irrigation system for the Property.

OFFICIAL RECORDS

Section 6.3. Leasing Restrictions. No Lot or Living Unit may be leased or rented by any party for a period of fewer than 30 days, nor shall less than the whole of any Lot or Living Unit be leased or rented. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Owners may, but are not required to delegate to their Tenants, the right to use the Common Areas in the same manner as Owners, provided that non-resident Owners of Lots who delegate their right to use Common Areas to their Tenants shall not also have the right to use the Common Areas during the period of such delegation. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot or Living Unit.

Section 6.4. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept; provided, however, that dogs, cats or other conventional household pets may be kept if they are not kept, bred, or maintained for any commercial purposes. Owners shall be responsible for the immediate cleanup and removal of all fecal matter deposited by dogs on any property other than the Lot of the Owner of the dog. Dogs shall be confined to the Owner's lot or Living Unit, unless on a leash and accompanied by a responsible person. In no case are dogs allowed on the Golf Course. The Board may prohibit Owners from allowing dogs in some or all of the Common Areas. No domestic pet may be kept if it is a source of annoyance or a nuisance. The Board shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance, and such determination shall be final and conclusive. Pets shall be attended at all times and shall be registered, licensed, and inoculated from time to time as required by law. When not confined to the Owner's Lot or Living Unit, pets within the Property must be accompanied by a responsible person.

Section 6.5. Commercial Uses. No commercial enterprise, including itinerant vendors, shall be permitted on any Lot or in any Living Unit, except as such uses are specifically designated for certain retail and commercial areas of the Property, in accordance with the approved Horn Rapids Master Plan; provided, however, that the Board may permit specified home occupations to be conducted under such regulations and restrictions as may be adopted by the Board, so long as allowed by law and if such occupation will not, in the reasonable judgment of the Board, cause traffic congestion or other disruption of the Horn Rapids community.

Section 6.6. Mobile Homes and Modular or Prefabricated Homes. The use, parking or storage of mobile homes, modular or prefabricated homes, or similar structures which are largely constructed off-site as living units is prohibited on Lots or streets in the Property, regardless of the anticipated duration of such use except for those uses approved in advance by the Initial Construction Controls Committee or after the Development Period, by the Board.

OFFICIAL RECORDS

Section 6.7. Storage of Automobiles, Boats, Trailers and Campers. The storage of all or any of the following: automobiles, vans, boats, house trailers, campers, camp trucks, boat trailers, junk vehicles, or any other similar machinery or equipment of any kind or character is prohibited, unless provided otherwise in this section. The Board shall designate a location or locations within the Property for the storage of such vehicles. The Board shall approve regulations controlling storage of a limited number of such vehicles for a specified time period indoors on a Lot or outdoors if screened from adjacent Lots, Living Units, and public or private streets, access ways or open space.

However, an Owner may keep on or in a Lot or Living Unit such equipment and machinery as may be reasonable, customary, and usual in connection with the use and maintenance of any Lot or Living Unit, provided such equipment and machinery when not in use is screened from view from adjacent streets, Lots, and Living Units. The Declarant, the Association, the Golf Course operator and the applicable irrigation source entity may keep such equipment and machinery as it may require in connection with the maintenance and operation of the Golf Course, the water system and the Common Areas. Except for bona fide emergencies, the repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out in the Property.

Section 6.8. Parking. The Board shall approve regulations concerning the parking of vehicles, including, but not limited to, automobiles, vans, trucks, campers, boats, and boat trailers on a Lot and if permitted by local regulations, on residential streets.

Section 6.9 Golf Carts. The use of golf carts on the streets within Horn Rapids must comply with all applicable local, state, and federal government regulations. The Board shall approve regulations controlling the parking and/or storage of golf carts on a Lot and on streets within the Property.

Section 6.10. Garbage. No garbage, refuse, or rubbish shall be deposited or left in the Property, unless placed in a suitable covered container. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained, and no burning of any trash, refuse, or scrap of any kind shall be permitted, provided that the Declarant, the Golf Course and the Association may burn debris during the development of a Phase or maintenance of the Golf Course and Common Areas.

Section 6.11. Utilities Underground. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone, power or television cable, or similar transmission line shall be installed or maintained above the surface of the ground.

OFFICIAL RECORDS

Section 6.12. Mining Prohibited. No portion of the Property shall be used for the purpose of boring, mining, quarrying, or exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth; provided that Declarant may engage in such activities in association with the development of parcels and in the exercise of Declarant's rights under Section 7.1.

Section 6.13. Signs. Except for entrance, street, directional, traffic control, parking, safety signs, signs necessary for the Golf Course and such promotional signs as may be maintained by Declarant and Participating Builders, or agents or contractors thereof, or the Association, no signs or advertising devices of any character shall be erected, posted, or displayed upon, in or about the Property; provided, however, that one temporary real estate sign not exceeding 6 square feet in area may be erected upon any Lot or attached to any Living Unit placed upon the market for sale or lease. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Lot or Living Unit. Three signs of a political nature regarding one or more candidates or ballot issues, not exceeding 6 square feet in area each, may be erected upon any Lot during a political campaign provided such sign shall be removed within 48 hours after the relevant election day.

Section 6.14. No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to remain upon the Property which may damage or interfere with any easement or the installation or maintenance of utilities, or which may unreasonably change, obstruct, or retard direction or flow of any drainage channels.

Section 6.15. Antennae. No external television, radio, short-wave or citizens band antennae, free-standing antenna towers, satellite reception dishes or similar equipment of any kind shall be permitted in the Property without the prior written approval of the Initial Construction Controls Committee or the Architectural Controls Committee, as applicable, and without appropriate screening from the Golf Course, adjacent Lots, Living Units, Common Areas, and public access ways.

Section 6.16. Swimming Pools; Spas; Outdoor Courts. No swimming pool, spa or outdoor court shall be constructed on any Lot without the prior written approval of the Architectural Controls Committee for the Master Association or a Sub-Association, as applicable.

Section 6.17. Fences; Walls; Decks. No fence, wall or deck shall be constructed on any Lot without the prior written approval of the Initial Construction Controls Committee or the Architectural Controls Committee for the Master Association or a Sub-Association, as applicable. All fences, walls and decks, if approved, shall be constructed in a good and workman-like manner of suitable materials, shall be artistic in design, and shall not detract from the

aesthetic quality and enjoyment of the Golf Course, a park, a Common Area or an adjacent Living Unit. All wood fences must be of a "good neighbor" style (bare framework on the owner's side of the fence), or a style which completely conceals all framework. No fence or wall higher than six (6) feet shall be permitted unless required by local planning authorities. No fence, wall or deck shall be of a height which interferes unreasonably with the view and/or privacy of any Lots or Living Units. The Initial Construction Controls Committee, the Architectural Controls Committee, or Sub-Association, as applicable, shall prepare guidelines for the construction, repair, replacement, or extension of fences, walls, and/or decks, including guidelines for acceptable locations and types of fences, walls, and/or decks.

Section 6.18. Outdoor Lighting. Outdoor lighting on residential Lots and Living Units shall be of a type and in a location to provide illumination of specific areas and not provide general lighting. All outdoor lighting shall be screened or shielded to prevent unwanted lighting or glare on the Golf Course, adjacent Lots, Living Units, Common Areas, and public spaces. No sodium vapor, quartz or metal halide lighting is permitted without the prior written approval of the Initial Construction Controls Committee, the Architectural Controls Committee, or Sub-Association Architectural Controls Committee, as applicable.

Section 6.19. Water Quality and Conservation. In order to minimize the risk of contamination of surface and ground waters, the use of pesticides and herbicides in the Property should be avoided if possible. Both the Association and any applicable irrigation source shall have the authority to prohibit or restrict the use of fertilizers, pesticides and herbicides in the Property, if deemed necessary to maintain surface and ground water quality.

To conserve irrigation water, all Owners shall follow a schedule of watering on alternating days as established by the Association or an irrigation source entity. Such schedule may be modified at the direction of the Association, the irrigation source entity, or governmental agency with jurisdiction.

Section 6.20. Sewage Disposal Systems. Each Living Unit in the Property shall be connected to the sewage disposal system for the Property owned and operated by the City of Richland Department of Public Works or its successor in interest. Owners shall be individually responsible for compliance with all rules and regulations of City of Richland associated with use and maintenance of such sewage disposal systems and shall be responsible for payment of all fees and costs assessed by City of Richland related to such systems, their use, maintenance, repair and replacement. Any easement shall be in such form as required by City of Richland.

Section 6.21. Wells and Septic Tanks. There shall be no water wells or septic tanks on Lots. Owners shall be required at all times to connect their Living Units

to the public water and sewer facilities administered by City of Richland, or its successor, and at all times to maintain such facilities in good working order and repair.

Section 6.22. Owners' Maintenance Responsibilities. The maintenance, upkeep, and repair of individual Lots and Living Units shall be the sole responsibility of the individual Owners thereof, and in no way shall it be the responsibility of the Association, its agents, subagents, officers or directors. Owners shall maintain their Lots and Living Units and any and all appurtenances thereto in good order, condition, and repair, and in a clean, sightly, and sanitary condition at all times. Without limitation as to the foregoing, each Owner shall be obligated to maintain the landscaping on his Lot in healthy and attractive state and in a manner comparable to that on the other Lots in the Property. Each Owner shall maintain the landscaping on his Lot such that it does not interfere unreasonably with the view from any adjacent Lot, Living Unit, or public or private open space. After notice to an Owner from the Association (or the applicable Sub-Association) of such Owner's failure to so maintain his landscaping, and after approval of a two-thirds majority vote by the Board or other Association committee to which such oversight responsibility shall have been delegated, the Association shall have the right, through its agents and employees, and upon not less than forty-eight (48) hours prior written notice, to enter upon any Lot which has been found to violate the foregoing standards in order to repair, maintain, and/or restore the landscaping to such standards. The cost of such work shall be a special assessment on such Owner and his Lot only, and the provisions of this Declaration regarding collection of assessments shall apply thereto.

Section 6.23. Weapons. No firearms of any kind or nature, including rifles, handguns, bows, slingshots, BB guns, slings, traps, or any other like weapon shall be used or discharged within the Property except by authorized government officials. No hunting shall be permitted within the Property.

Section 6.24. Sales and Construction Facilities. Notwithstanding any other provisions of this Declaration, it is expressly permissible during the Development Period for Declarant and Participating Builders, or agents or contractors thereof, to maintain on any portion of the Property owned by Declarant or Participating Builders such facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the construction and sale of Lots or Living Units, including without limitation business offices, storage areas, construction yards, signs, model Living Units, or sales offices.

Section 6.25. Nuisances Prohibited. No noxious or offensive trade or activity shall be conducted in any portion of the Property, nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington, City of Richland, or any other applicable governmental entity. Nothing shall be done or maintained on any portion of the Property which may be or become an

OFFICIAL RECORDS

annoyance or nuisance to the neighborhood or other Owners or detract from the value of the Property. The Association (or applicable Sub-Association) shall determine by Association Action whether any given use of a Lot or Living Unit unreasonably interferes with the rights of the other Owners to the use and enjoyment of their respective Lots or Living Units, or of the Common Areas, and such determination shall be final and conclusive.

Section 6.26. Relief from Certain Provisions. In cases where an Owner has made a factual showing that strict application of the provisions of Sections 6.4, 6.5, 6.6, 6.7, 6.11, 6.13, 6.15, 6.17 and 6.23 only of this Article (regulating animals, commercial uses, mobile homes and modular or prefabricated homes, automobiles, boats, trailers and campers, utilities, signs, antennae, fences, walls and decks, and weapons, respectively) would work a severe hardship upon him, the Board (which shall mean the Sub-Association where the Sub-Association is the governing body) by Association Action may grant the Owner relief from any of such provisions, in addition to any exceptions or provisions already contained in those sections; provided, however, that such relief shall be limited by its scope or by conditions to only that necessary to relieve the hardship; and provided further, that no such relief shall be granted if the condition thereby created would in the reasonable judgment of the Board violate the provisions of Section 6.25 of this Article. The decision of the Board in granting or denying such relief shall be final and conclusive.

Section 6.27. Additional Restrictions on Lots Adjacent to Golf Course. All lots bordering on the golf course shall be subject to the following restrictions:

(a) No construction or placement of any structure shall be allowed in a rear or side yard adjacent to the Golf Course without the prior written approval of the Initial Construction Controls Committee, or Architectural Controls Committee, as applicable. No landscaping over six (6) feet high or trees over 15 feet high, other than those already present on the site, may be planted or permitted to grow in the areas described above, unless landscaping guidelines issued by the Initial Construction Controls Committee or the Architectural Controls Committee, as applicable, permit otherwise.

(b) Owners of Lots abutting the Golf Course recognize and accept the risk that golfers will misplay balls into Lots, and do thereby grant an easement for ingress and egress to authorize Golf Course players, Golf Course operator and the Declarant to retrieve such balls without interference and without constituting a trespass. This easement shall extend only to the retrieval of the balls and does not extend to permitting play within the Lot or for players to spend an unreasonable time on the Lot while retrieving balls or committing a nuisance while on the Lot. Declarant or the Golf Course operator may place and maintain markers designating the Lot as "out of bounds." Golfers will be permitted to retrieve such balls without interference. Golfers will not be permitted to play balls which leave

the Golf Course but must retrieve their balls and "drop" it in an appropriate location on the Golf Course. The Golf Course operator will endeavor to alert all golfers to this course rule.

(c) Owners and occupants of Living Units adjacent to tees, fairways and greens, as well as their families and invitees shall be obligated to refrain from any unreasonable actions which would distract from the enjoyment of the playing qualities of the Golf Course. Examples of prohibited activity would include, but not be limited to, excessively barking dogs or noisy pets, running or walking on the Golf Course property, picking up balls in play, or interference with play.

ARTICLE 7

COMMON AREAS

Section 7.1 Title to Common Areas and Park Lands Declarant or approved third parties shall from time-to-time during the Development Period convey to the Association Common Areas designated on a final plat or other recorded map or plan. Upon its creation as a Common Area in a Phase, and whether or not it shall have been conveyed as yet to the Association, every Common Area shall be subject to an easement of common use and enjoyment in favor of the Association and every Owner, their heirs, successors, and assigns, in accordance with the terms and conditions of the Governing Documents. Such easement shall be appurtenant to and shall not be separated from ownership of any Lot or Living Unit and shall not be assigned or conveyed in any way except upon the transfer of title to such Lot or Living Unit, and then only to the transferee of such title and shall be deemed so transferred and conveyed whether or not it shall be so expressed in the deed or other instrument conveying title. Certain rights of use, ingress, egress, occupation, and management authority in the Common Areas set forth elsewhere in this Declaration shall be reserved to Declarant for the duration of the Development Period. All Common Areas when conveyed to the Association, and all park lands when conveyed to the City of Richland, shall be free and clear of financial liens and encumbrances. Assessments shall not be used to defray operating and maintenance costs of Common Areas which have not yet been conveyed to the Association.

The Declarant shall retain the right to construct one or more roads across the Common Areas (including specifically common areas owned or maintained by Sub-associations) so as to connect roads and utilities to the Property to roads and utilities on adjacent properties if such connections are authorized by City of Richland, its successor in interest, or any public or private utility. In the event such roads or utility connections are so required, the Association or Sub-Association shall dedicate to the City of Richland, its successors in interest, or to an appropriate utility any and all rights of way and/or easements so required.

OFFICIAL RECORDS

Section 7.2. Owner's Common Rights. Owners in each Phase shall have equal rights with the Owners in all other Phases to use the Common Areas in all Phases, unless certain Common Areas are specifically designated as Limited Common Areas on a recorded instrument or in an amendment to this Declaration or in a Supplementary Declaration. All easements for ingress, egress, utilities, and use of facilities, unless otherwise specifically limited, shall exist in favor of all Owners in each and all Phases.

Section 7.3. Maintenance of Common Areas. The Association shall maintain, repair, replace, improve, and otherwise manage all of the Common Areas so as to keep them in good repair and condition and shall conduct such additional maintenance, repair, replacement, construction, or reconstruction as may be determined pursuant to Association Action to promote the recreation, health, safety, and welfare of the Owners. Any action necessary or appropriate to the maintenance and upkeep of the Common Areas, the landscaping, irrigation, sewer and water systems, all buildings, gas, telephone, or electrical or television facilities applicable to the Common Areas, shall be taken by the Association or the appropriate Sub-Association only. The Association shall be responsible for compliance with any and all requirements of the City of Richland or its successor regarding maintenance of the Common Areas.

Section 7.4. Relationship to Golf Course. The Horn Rapids Golf Course is owned, operated and maintained as a stand-alone entity independent of the Declarant, the Association, and any Sub-Association or any Owners. The Association, any Sub-Association, or Owners are not required to contribute to the costs of operation and maintenance of the Golf Course. No Participating Builder has the right or power to convey any rights of use or control regarding the operation and maintenance and future existence of the Golf Course to an Owner.

ARTICLE 8

INSURANCE; CASUALTY LOSSES; CONDEMNATION

Section 8.1. Insurance Coverage. The Association shall obtain and maintain at all times as a common expense a policy or policies and bonds written by companies licensed to do business in Washington which provide:

8.1.1. Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the Common Areas, with the Association named as insured as trustee for the benefit of Owners and Mortgagees as their interests appear, or such other fire and casualty insurance as the Association shall determine will give substantially equal or greater protection insuring the Owners and their Mortgagees, as their interests may appear.

OFFICIAL RECORDS

8.1.2. General comprehensive liability insurance insuring the Association, the Owners, Declarant, and any managing agent, against any liability to the public or to the Owners and their guests, invitees, licensees, or tenants, incident to the ownership or use of the Common Areas.

8.1.3. Worker's compensation insurance to the extent required by applicable laws.

8.1.4. Fidelity coverage naming the Association as an obligee to protect against dishonest acts by the Board, Association officers, committees, managers, and employees of any of them, and all others who are responsible for handling Association funds, in an amount not less than three months' general assessments on all Membership Units, including reserves.

8.1.5. Insurance against loss of personal property of the Association by fire, theft, and other losses without deductible provisions as the Association deems advisable.

8.1.6. Such other insurance as the Association deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect casualty, flood, and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for similar projects established by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, and Veterans Administration, so long as any of them is a Mortgagee or Owner, except to the extent such coverage is not available or has been waived in writing by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, or Veterans Administration.

Section 8.2. Casualty Losses. In the event of substantial damage to or destruction of any of the Common Areas, the Association shall give prompt written notice of such damage or destruction to the Owners and to the holders of all First Mortgages who have requested such notice from the Association. Insurance proceeds for damage or destruction to any part of the Common Areas shall be paid to the Association as a trustee for the Owners, or its authorized representative, including an insurance trustee, which shall segregate such proceeds from other funds of the Association.

Section 8.3. Condemnation. In the event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, the Association shall give prompt notice of any such proceeding or proposed acquisition to the Owners and to the holders of all First Mortgages who have requested from the

OFFICIAL RECORDS

Association notification of any such proceeding or proposed acquisition. All compensation, damages, or other proceeds therefrom, shall be payable to the Association.

ARTICLE 9

ENFORCEMENT

Section 9.1. Right to Enforce. The Association, Board, Declarant, irrigation source entity, or any three (3) Owners acting in concert, shall have the right to enforce, by any appropriate proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure or forbearance by any person or entity so entitled to enforce the provisions of this Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.2. Remedies Cumulative. Remedies provided by this Declaration are in addition to, cumulative with, and are not in lieu of, other remedies provided by law. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach or attempted violation or breach of the covenants, conditions, and restrictions herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 9.3. Covenants Running with the Land. The covenants, conditions, restrictions, liens, easements, enjoyment rights, and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or otherwise occupying any portion of the Property, their heirs, executors, administrators, successors, grantees, and assigns. All instruments granting or conveying any interest in any Lot or Living Unit and all leases or subleases shall refer to this Declaration and shall recite that it is subject to the terms hereof as if fully set forth therein. However, all terms and provisions of this Declaration are binding upon all successors in interest despite an absence of reference thereto in the instrument of conveyance, lease, or sublease.

ARTICLE 10

AMENDMENT AND REVOCATION

Section 10.1. Amendment by Declarant or Association. Declarant may, during the Development Period, amend this Declaration on its sole signature. This Declaration may also be amended by an instrument executed by the Association for and on behalf of the Owners, provided, however, that such amendments shall have received the prior approval of a vote of the Owners (except Declarant) having

sixty-six (66) percent of the total outstanding votes in the Association; and provided, further, that no such amendment shall be valid during the Development Period without the prior written consent of the Declarant.

Section 10.2. Effective Date. Amendments shall take effect only upon recording with the Office of the Benton County Auditor or any successor recording office.

ARTICLE 11

GENERAL PROVISIONS

Section 11.1. Taxes. Each Owner shall pay without abatement, deduction, or offset, all real and personal property taxes, general and special assessments, including local improvement assessments, and other charges of every description levied on or assessed against his Lot or Living Unit, or personal property located on or in the Lot or Living Unit. The Association shall likewise pay without abatement, deduction, or offset, all of the foregoing taxes, assessments, and charges levied or assessed against the Common Areas.

Section 11.2. Transfer of Certain Utilities, Utility Repair Easement. Declarant, irrigation source entity, and the Association after conveyance thereto, may transfer and convey any sewer, water, storm drainage, or other general utility in the Property to a public body for ownership and maintenance, together with any necessary easements relating thereto, and each Lot and Living Unit shall become burdened thereby.

Section 11.3. Non-Waiver. No waiver of any breach of this Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition or restriction.

Section 11.4. Attorneys' Fees. In the event of a suit or action to enforce any provision of this Declaration or to collect any money due hereunder or to foreclose a lien, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorney's fees that the prevailing party has incurred in connection with the suite or action, in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses, and attorney's fees incurred in connection with any appeal from the decision of a trial court or any appellate court.

Section 11.5. No Abandonment of Obligation. No Owner, through his non-use of any Common Area, or by abandonment of his Lot or Living Unit, may avoid or diminish the burdens or obligations imposed by this Declaration.

Section 11.6. Interpretation. The captions of the various articles, sections and paragraphs of this Declaration are for convenience of use and reference only and do not define, limit, augment, or describe the scope, content or intent of this Declaration or any parts of this Declaration. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a legal entity when the context so requires. The single number includes the plural whenever the context so requires.

Section 11.7. Severability. Invalidity of any one of these covenants, conditions, restrictions, easements, or provisions by judgment or court order shall in no way affect any other of the same, all of which shall remain in full force and effect.

Section 11.8. Notices. All notices, demands, or other communications ("Notices") permitted or required to be given by this Declaration shall be in writing and, if mailed postage prepaid by certified or registered mail, return receipt requested (if a Notice to Declarant, the Association, or to fewer than all Owners), or if mailed first-class postage prepaid (if a Notice to all Owners), shall be deemed given three days after the date of mailing thereof, or on the date of actual receipt, if sooner; otherwise, Notices shall be deemed given on the date of actual receipt. Notices shall be addressed to the last known address of the addressee. Notice to any Owner may be given at any Lot or Living Unit owned by such Owner; provided, however, that an Owner may from time to time by Notice to the Association designate such other place or places or individuals for the receipt of future Notices. If there is more than one Owner of a Membership Unit, Notice to any one such Owner shall be sufficient. The address of Declarant and of the Association shall be given to each Owner at or before the time he becomes an Owner. If the address of Declarant or the Association shall be changed, Notice shall be given to all Owners.

Section 11.9. Applicable Law. This Declaration shall be construed in all respects under the laws of the State of Washington.

IN WITNESS WHEREOF, THE UNDERSIGNED DECLARANT HAS EXECUTED
THIS DECLARATION THE DAY AND YEAR FIRST ABOVE WRITTEN.

COLUMBIA TRIANGLE VENTURE, L.P.

A Washington limited partnership

By Columbia Venture Partners, Inc.

By: [Signature]

Title: President

STATE OF WASHINGTON)
) ss.
COUNTY OF Benton)

I certify that I know or have satisfactory evidence that Robert Baldwin
is the person who appeared before me, and said person acknowl-
edged that he/she signed this instrument, on oath stated that he/she was
authorized to execute the instrument and acknowledged it as the President
of COLUMBIA TRIANGLE VENTURE to be the free and voluntary act of
such party for the uses and purposes mentioned in the instrument.

Dated: 5/25/94



[Signature]
(Signature of Notary Public)

Kevin C. Simmons
(Printed Name of Notary Public)

My Appointment expires: 6-7-96

Exhibit A
Legal Description
for
Horn Rapids: A Master Planned Development

November 8, 1983

LEGAL DESCRIPTION

FOR

HORN RAPIDS: A MASTER PLANNED DEVELOPMENT

PARCEL A:

That portion of Section 19, Township 10 North, Range 28 East, W.M., in Benton County, Washington, lying Southerly of the Southwesterly right-of-way line for Highway 240, Northerly of the Richland Irrigation District main canal, and Easterly of the right-of-way for Grosscup Road.

PARCEL B:

That portion of Section 20, Township 10 North, Range 28 East, W.M., in Benton County, Washington, lying Southerly of the Southwesterly right-of-way line for Highway 240 and Easterly of the Westerly right-of-way of the former Richland Irrigation District main canal, except right-of-way for Grosscup Road.

PARCEL C:

That portion of the Southwest quarter of Section 21, Township 10 North, Range 28 East, W.M., in Benton County, Washington, lying Southerly of the Southwesterly right-of-way line for Highway 240.

PARCEL D:

That portion of the North half of Section 28, Township 10 North, Range 28 East, W.M., in Benton County, Washington, lying Southerly of the Southwesterly right-of-way line for Highway 240; and the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington.

EXCEPT the Southeast quarter of the Southwest quarter thereof,

AND ALSO EXCEPT that portion thereof conveyed to Lamb Weston, Inc. by Statutory Warranty Deed recorded under Auditor's File No. 814340.

Prepared by:

Checked by:

BZ
WBA



Hugh G. Goldsmith
& Associates, Inc.

OFFICIAL RECORDS

PARCELS:

All that portion of Section 29, Township 10 North, Range 28 East, W.M., in Benton County, Washington, lying North and East of the following described line.

Beginning on the South line of said Section 29, at a point 606.66 feet distant from the Southeast corner of said section;

Thence N 35°42'32" E a distance of 394.38 feet;

Thence N 20°37'06" E a distance of 274.75 feet;

Thence N 12°05'06" E a distance of 242.31 feet;

Thence N 03°50'47" W a distance of 238.79 feet;

Thence N 17°50'47" W a distance of 186.58 feet;

Thence N 35°40'28" W a distance of 204.00 feet;

Thence N 48°35'21" W a distance of 185.58 feet;

Thence N 63°46'01" W a distance of 216.16 feet;

Thence N 79°39'03" W a distance of 276.71 feet;

Thence S 83°49'06" W a distance of 509.84 feet;

Thence N 72°11'07" W a distance of 286.30 feet;

Thence N 86°15'16" W a distance of 144.51 feet;

Thence N 54°32'11" W a distance of 360.61 feet;

Thence N 63°15'15" W a distance of 476.57 feet to the East shore of the Yakima River;

Thence Northwest along the East shore of the Yakima River to the West line of Government Lot 1 of said Section 29;

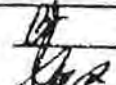
Thence North along the West line of said Lot 1 to the Northwest corner of the said Lot 1;

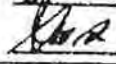
Thence East along the North line of said Lot 1 to the West right-of-way line of the former Richland Irrigation District Canal;

Thence Northerly along said West right-of-way line to the North line of said Section 29.

EXCEPT that portion of the West half of Government Lot 1 lying Southerly of the Southerly right-of-way of the canal.



Prepared by: 

Checked by: 



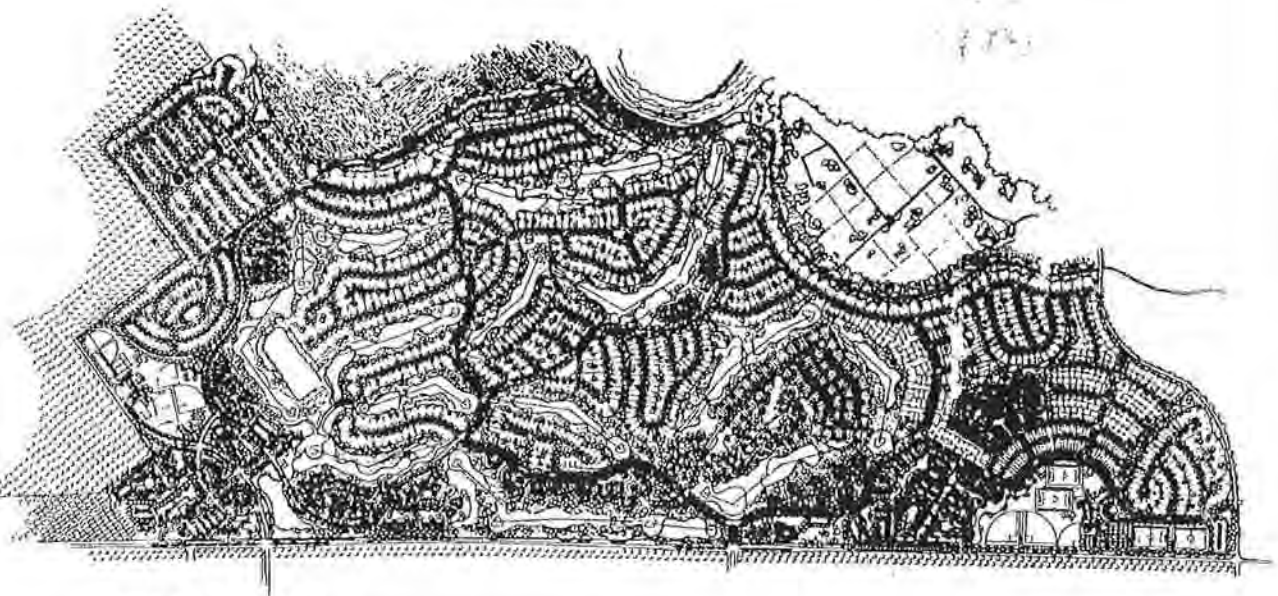
Hugh G. Goldsmith
& Associates, Inc.

Vol.

608 MAY 1988

OFFICIAL RECORDS

Exhibit B
Horn Rapids Master Plan
Illustrative Plan



HORN RAPIDS
COLUMBIA TRIANGLE VENTURES

ILLUSTRATIVE PLAN

DA IN GROUP
AS
CITY OF HOUSTON
TX 77001
11-10-80



AFTER RECORDING MAIL TO:

HORN RAPIDS HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

RECORDED AT THE REQUEST OF:

Bruce A. Spanner
MILLER, MERTENS & SPANNER, P.L.L.C.
1319 Lee Boulevard
Richland, WA 99352

***AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
HORN RAPIDS: A MASTER PLANNED COMMUNITY***

Reference numbers of related documents: Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, Recording No. 94-18376

Grantor: Columbia Triangle Venture, L.P.

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10 North, Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: N/A

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P. desires to assign to Horn Rapids Master Homeowners Association its rights, responsibilities and obligations under that certain Irrigation System Supervision and Planning Agreement entered into by and between Columbia Triangle Venture, L.P. and the City of Richland, on July 29, 1993; and

WHEREAS, in connection with said assignment, Columbia Triangle Venture, L.P. desires to amend said restrictive covenants applicable to the subject property.

NOW, THEREFORE, Columbia Triangle Venture, L.P. does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community as follows:

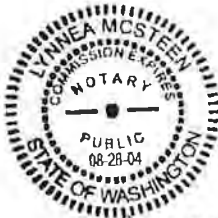
1. A new section is hereby added to Article II as follows:

Section 2.4. Horn Rapids Irrigation System. Effective on the date hereon, the Horn Rapids Master Homeowners Association covenants and agrees to accept the assignment from, and perform the obligations of, Columbia Triangle Venture, L.P. under that certain Irrigation System Supervision and Planning Agreement entered into by and between Columbia Triangle Venture, L.P. and the City of Richland dated July 29, 1993, and the same is incorporated herein by reference. The Horn Rapids Master Homeowners Association further agrees that the net obligations assumed under said Agreement are assessable against the lots as a homeowners association expense.

2. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community shall remain in full force and effect.

DATED this 9th day of July, 2001, 1999.

COLUMBIA TRIANGLE VENTURE, L.P.



By:

DONALD M JASPER, SECRETARY,
ROBERT BALDWIN, President, Columbia
Venture Partners, Inc., its General Partner

Lynnea McSTEEN



2003-061197

Pg: 1 of 3

12/19/2003 10:20A
Benton County

AFTER RECORDING MAIL TO:

HORN RAPIDS MASTER HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

RECORDED AT THE REQUEST OF:

HORN RAPIDS MASTER HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
HORN RAPIDS: A MASTER PLANNED COMMUNITY**

Reference numbers of related documents: 94-18376 and 2001-021610

Grantor: Columbia Triangle Venture, L.P.

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10 North, Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: _____N/A

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and

Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 9th day of July 2001 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of July under Recording No 2001-021610 and

WHEREAS, Columbia Triangle Venture, L.P. desires to amend said restrictive covenants applicable to the subject property to grant to the Horn Rapids Master Homeowners Association authority to impose an initial assessment against all of the Living Units within the development.

NOW, THEREFORE, Columbia Triangle Venture, L.P. does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community as follows:

1. A new section is hereby added to Article IV as follows:

Section 4.14. Initial One Time Assessment. Effective January 2, 2004 a one time initial assessment of \$100.00 shall be assessed against every Living Unit. Thereafter, the Association shall assess and collect an initial one time assessment in the amount of \$100.00 from the first person, corporation or entity that acquires by purchase, assignment, gift, inheritance or otherwise, any Living Unit. This initial one time assessment shall be in addition to any other annual or special assessments. The proceeds from this initial one time assessment shall be deposited and kept in the Association's reserve account to be used exclusively for capital improvements, major repairs and replacement expenses.

2. Section 4.5 of Article IV is hereby amended to read as follows:

Section 4.5. Non-Discriminatory Assessment. Except as authorized in Sections 4.3, 4.8, 4.14 and 6.22 hereof, no assessment shall be made at any time which may unreasonably discriminate against any particular Owner or group of Owners in

favor of other Owners. However, a special assessment may be made against a particular Owner by a two-thirds majority vote of the Board or other Association committee to which such oversight responsibility has been delegated, in the event that, after notice from the Association of failing to maintain the same in a condition comparable to other Lots or Living Units in the Property has been given to the Owner thereof, the Association elects to expend funds to bring such Owner's Lot or Living Unit up to such comparable standard.

3. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as previously amended, shall remain in full force and effect,

DATED this 15th day of December, 2003.

COLUMBIA TRIANGLE VENTURE, L.P., a
Washington Limited Partnership, by its General
Partner:

COLUMBIA VENTURE PARTNERS, INC.,
a Washington Corporation

By:


DONALD M. JASPER

Its: SECRETARY

AFTER RECORDING MAIL TO:

HORN RAPIDS HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

RECORDED AT THE REQUEST OF:

HORN RAPIDS HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
HORN RAPIDS: A MASTER PLANNED COMMUNITY**

Reference numbers of related documents: 94-18376, 2001-021610 and 2003-061197

Grantor: Columbia Triangle Venture, L.P.

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10
North, Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: N/A

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and



2005-026398
Pg: 2 of 3

MILLER MERTENS & SPA AMD

34.00

08/05/2005 10:10A
Benton County

Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 9th day of July, 2001 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of July, 2001 under Recording No. 2001-021610; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 15th day of December, 2003 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of December, 2003 under Recording No. 2003-061197; and

WHEREAS, Columbia Triangle Venture, L.P. desires to amend said restrictive covenants applicable to the subject property to grant to the Horn Rapids Homeowners Association authority to clarify the qualifications of a successor declarant.

NOW, THEREFORE, Columbia Triangle Venture, L.P. does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community as follows:

1. Section 1.8 of Article IV is hereby amended to read as follows:

Section 1.8. Declarant shall mean and refer to COLUMBIA TRIANGLE VENTURE, L.P., a Washington Limited liability partnership, it successors and assigns, if such successors or assigns should acquire all or substantially all of the then-undeveloped Parcels of Horn Rapids then owned by Declarant for the purpose of development (excluding Participating Builders), or acquire an ownership interest in, including an option to purchase, a substantial portion of the then-undeveloped Parcels from the City of Richland, its successors and assigns; provided, however, that no successor or assign of Declarant shall have any rights or obligations that are not specifically set forth in the instrument of succession or assignment or other recorded instrument or passed by operation of law. Certain rights and obligations of Declarant, as set forth herein, shall cease at the end of the Development Period.



2005-026398
Pg: 3 of 3
09/05/2005 10:10A
Benton County

2. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as previously amended, shall remain in full force and effect.

DATED this 29th day of July, 2005.

COLUMBIA TRIANGLE VENTURE, L.P.

By:

DONALD M. JASPER, Secretary, Columbia
Venture Partners, Inc., its General Partner

STATE OF WASHINGTON

COUNTY OF KING

§

On this 29th day of July, 2005, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DONALD M. JASPER, Secretary, Columbia Venture Partners, Inc., to me known to be the its General Partner of COLUMBIA TRIANGLE VENTURE, L.P., the limited partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said partnership.

Witness my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at Covington, WA
My Commission Expires: 12/06/07



AFTER RECORDING MAIL TO:

Columbia Triangle Venture, L.P.
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007



RECORDED AT THE REQUEST OF:

Bruce A. Spanner
MILLER, MERTENS & SPANNER, P.L.L.C.
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

Reference numbers of related documents: 94-18376

Grantor: Columbia Triangle Venture, L.P.

Grantee: North Stone Richland, LLC

Abbreviated Legal Description: Portions of Sections 19, 20, 21, 28 and 29, Township 10 North, Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: N/A

***ASSIGNMENT OF INTEREST OF DECLARANT
OF HORN RAPIDS MASTER PLANNED COMMUNITY***

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to assign its interests as Declarant of Horn Rapids: A Master Planned Community and the Horn Rapids Master Homeowners Association; and

WHEREAS, Columbia Triangle Venture, L.P. desires to assign to North Stone

Richland, LLC its rights, responsibilities and obligations as Declarant under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community.

NOW, THEREFORE, in consideration of the mutual covenants stated herein, the parties do hereby agree as follows:

1. Effective July 16, 2005, Columbia Triangle Venture, L.P. does hereby assign to North Stone Richland, LLC all of its rights, responsibilities and obligations as Declarant under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as amended, including all of its rights, responsibilities and obligations as Declarant to the Horn Rapids Master Homeowners Association.

2. North Stone Richland, LLC does hereby accept the assignment herein made and agrees to perform all of the covenants and obligations of Columbia Triangle Venture, L.P. as Declarant under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as amended, including all of its rights, responsibilities and obligations as Declarant to the Horn Rapids Master Homeowners Association.

3. North Stone Richland, LLC does hereby release, discharge and relieve Columbia Triangle Venture, L.P. from and against any and all obligations under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as amended, arising after the date set forth below, and does hereby agree to indemnify and hold harmless Columbia Triangle Venture, L.P., their insurers and their past and present parent, affiliated and subsidiary corporations, and the past and present partners, shareholders, officers, directors, agents, employees and attorneys of each and their successors and assigns, from and against any and all claims, demands, actions, suits, liability, loss, costs, expenditures or damages of any kind, including reasonable attorney's fees and costs, arising after the date set forth below out of or relating to conduct of North Stone Richland, LLC and Columbia Triangle Venture, L.P. as Declarant under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as amended, and as Declarant to the Horn Rapids Master Homeowners Association.

DATED this 19th day of AUGUST, 2005.

COLUMBIA TRIANGLE VENTURE, L.P.

By:

Donald M. Jasper
DONALD M. JASPER, Secretary, Columbia
Venture Partners, Inc., its General Partner



2005-030827
Pg: 3 of 4
09/09/2005 10:36A

NORTH STONE RICHLAND, LLC

By: Stew Stone
Stew Stone, ~~Managing~~ Member ~~of~~ ~~North Stone Richland, LLC~~
~~Development Company, LLC~~ North Stone Richland, LLC

By: Paul Beals
Paul Beals, Member of North Stone Richland, LLC

STATE OF WASHINGTON)
) §
COUNTY OF KING)

On this 19th day of AUGUST, 2005, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DONALD M. JASPER, Secretary, Columbia Venture Partners, Inc., to me known to be the its General Partner of COLUMBIA TRIANGLE VENTURE, L.P., the limited partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said partnership.

Witness my hand and official seal hereto affixed the day and year first above written.



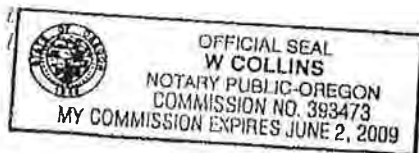
Michael J. Leonard
NOTARY PUBLIC in and for the State of
Washington, residing at Covington, WA
My Commission Expires: 12/06/07

STATE OF Oregon)
) §
COUNTY OF Marion)

On this 29th day of August, 2005, before me, the undersigned Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.

[Signature]
NOTARY PUBLIC in and for the State of
Oregon, residing at Seaside, OR
My Commission Expires: 6-2-07



STATE OF OREGON

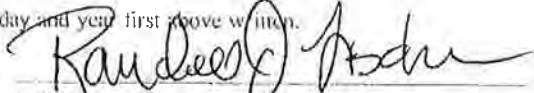
COUNTY OF Linn



2005-030827
Pg: 4 of 4
09/09/2006 10:36A
Benton County

On this 1st day of September, 2005, before me, the undersigned Notary Public in and for the State of OREGON, duly commissioned and sworn, personally appeared PAUL BEALS, to me known to Managing Member of Santiam Development Company, L.L.C. the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.


NOTARY PUBLIC in and for the State of
OREGON, residing at Silverdale, OR
My Commission Expires: JAN 13, 2009





**AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:**

Bruce A. Spanner
MILLER, MERTENS, SPANNER & COMFORT, P.L.L.C.
1319 Lee Boulevard
Richland, WA 99352

EA-MJ

FRONTIER TITLE CO.

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
HORN RAPIDS: A MASTER PLANNED COMMUNITY**

Reference numbers of related documents: 94-18376, 2001-021610 and 2003-061197

Grantor: Columbia Triangle Venture, L.P.

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10 North,
Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number:

1-1908-100-0001-001 10P
1-2008-100-0001-001 10P
N/A 1-2108-100-0001-001 10P

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

FOURTH AMENDMENT TO DECLARATION
OF COVENANTS, Page 1 of 4

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 9th day of July, 2001 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of July, 2001 under Recording No. 2001-021610; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 15th day of December, 2003 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of December, 2003 under Recording No. 2003-061197; and

WHEREAS, Columbia Triangle Venture, L.P. desires to amend said restrictive covenants applicable to the subject property to grant to the Horn Rapids Homeowners Association authority to clarify the qualifications of a successor declarant.

NOW, THEREFORE, Columbia Triangle Venture, L.P. does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community as follows:

1. Section 6.3 of Article 6 is hereby amended to read as follows:

Section 6.3. Leasing Restrictions. Except for Lots and Living Units located within Horn Creek at Horn Rapids, and except as may be authorized under the Declaration of Covenants, Conditions, Restrictions and Easements For Horn Creek At Horn Rapids: A Planned Unit Development Neighborhood, as now in effect, or hereafter adopted or amended, no Lot or Living Unit may be leased or rented by any party for a period of fewer than 30 days, nor shall less than the whole of any Lot or Living Unit be leased or rented. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Owners may, but are not required to delegate to their Tenants, the right to use the Common Areas in the same manner as Owners, provided that non-resident Owners of Lots who delegate their right to use Common Areas to their Tenants shall not also have the right to use the Common Areas during the period of such delegation. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot or Living Unit.



2007-022828
Pg: 3 of 4
07/13/2007 11:23A
Benton County

2. Section 6.5 of Article 6 is hereby amended to read as follows:

Section 6.5. Commercial Uses. No commercial enterprise, including itinerant vendors, shall be permitted on any Lot or in any Living Unit; provided, however, that the Board may permit specified home occupations to be conducted under such regulations and restrictions as may be adopted by the Board, so long as allowed by law and if such occupation will not, in the reasonable judgment of the Board, cause traffic congestion or other disruption of the Horn Creek at Horn Rapids neighborhood. This provision shall not be interpreted as prohibiting the leasing of any living unit, regardless of the term of the lease.

3. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as previously amended, shall remain in full force and effect.

DATED this 9 day of July, 2007.

NORTH STONE RICHLAND, LLC

By: Stew Stone
Stew Stone, Member

By: Paul Beals
Paul Beals, Managing Member of
Santiam Development Company, LLC

//
//
//
//
//
//
//
//
//
//

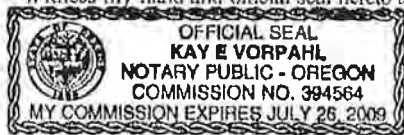
FOURTH AMENDMENT TO DECLARATION
OF COVENANTS, Page 3 of 4



STATE OF Oregon)
)
COUNTY OF Linn) §

On this 10th day of July, 2007, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Kay E. Vorpahl
NOTARY PUBLIC in and for the State of
Oregon, residing at Silverton
My Commission Expires: 7/26/09

STATE OF OREGON)
)
COUNTY OF Linn) §

On this 9th day of July, 2007, before me, the undersigned Notary Public in and for the State of OREGON duly commissioned and sworn, personally appeared PAUL BEALS, to me known to Managing Member of Santiam Development Company, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Randall J. Fischer
NOTARY PUBLIC in and for the State of
Oregon, residing at Silverton, Oregon
My Commission Expires: Jan 13, 2009

B05324/ Fourth Amendment to CCRS 070601

FOURTH AMENDMENT TO DECLARATION
OF COVENANTS, Page 4 of 4

2016-006215 AMD

03/08/2016 12:40:13 PM Page 1 of 4 Fees: \$76.00

Brenda Chilton, County Auditor, Benton County, WA

2016-006290 AMD

03/09/2016 10:03:49 AM Page 1 of 5 Fees: \$77.00

Brenda Chilton, County Auditor, Benton County, WA

**AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:**

Joel R. Comfort
MILLER, MERTENS & COMFORT, P.L.L.C.
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

RERECORD TO ADD PAGE 3
SCANNER DID NOT PICK IT UP

Misc 16-130

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
HORN RAPIDS: A MASTER PLANNED COMMUNITY**

Reference numbers of related documents: 94-18376, 2001-021610, 2003-061197, 2007-022828

Grantor: North Stone Richland, LLC

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10 North,
Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: N/A

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

FIFTH AMENDMENT TO DECLARATION
OF COVENANTS, Page 1 of 4

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 9th day of July, 2001 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of July, 2001 under Recording No. 2001-021610; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 15th day of December, 2003 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of December, 2003 under Recording No. 2003-061197; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 9th day of July, 2007 and recorded with the office of the auditor of Benton County, Washington, on the 13th day of July, 2007 under Recording No. 2007-022828; and

WHEREAS, North Stone Richland, LLC is the successor in interest to Columbia Triangle Venture, L.P., and as successor in interest to Columbia Triangle Venture, L.P. has all rights of the Declarant under the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community

WHEREAS, North Stone Richland, LLC desires to amend said restrictive covenants applicable to the subject property to grant to the Horn Rapids Homeowners Association authority to clarify the qualifications of a successor declarant.

NOW, THEREFORE, North Stone Richland, LLC does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community as follows:

1. The FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HORN RAPIDS: A MASTER PLANNED COMMUNITY, dated the 9th day of July, 2007 and recorded with the office of the auditor of Benton County, Washington, on the 13th day of July, 2007 under Recording No. 2007-022828, is hereby revoked and terminated.
2. Section 6.2(a) of Article 6 of the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, shall heretofore be amended to read as follows:

During the Development Period, no initial construction of a Living Unit, commercial building or accessory building on a Lot or of Common Area shall be commenced until written approval thereof has been obtained from: 1) the Initial

Construction Controls Committee, and 2) the Declarant. After the Development Period or the initial construction of a Living Unit, commercial building or accessory building on a Lot or of Common Area, no construction shall be commenced or maintained until writted approval of the Architectural Controls Committee has been obtained.

3. Section 6.3 of Article 6 of the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, shall heretofore be amended to read as follows:

Section 6.3. Leasing Restrictions. No Lot or Living Unit may be leased or rented by any party for a period of fewer than 30 days, nor shall less than the whole of any Lot or Living Unit be leased or rented. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Owners may, but are not required to delegate to their Tenants, the right to use the Common Areas in the same manner as Owners, provided that non-resident Owners of Lots who delegate their right to use Common Areas to their Tenants shall not also have the right to use the Common Areas during the period of such delegation. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot or Living Unit.

2. Section 6.5 of Article 6 of the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, shall heretofore be amended to read as follows:

Section 6.5. Commercial Uses. No commercial enterprise, including itinerant vendors, shall be permitted on any Lot or in any Living Unit; provided, however, that the Board may permit specified home occupations to be conducted under such regulations and restrictions as may be adopted by the Board, so long as allowed by law and if such occupation will not, in the reasonable judgment of the Board, cause traffic congestion or other disruption. This provision shall not be interpreted as prohibiting the leasing of any living unit, regardless of the term of the lease.

3. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as previously amended, shall remain in full force and effect.

DATED this 07 day of January, 2015 ^{16 KMK}

NORTH STONE RICHLAND, LLC



By:

Stew Stone
Stew Stone, Member

By:

Ronald R. Bochsler
Ronald R. Bochsler, as Trustee of a Member of
Santiam Development Company, LLC, as a
Member of North Stone Richland, LLC

STATE OF Oregon)
COUNTY OF Marion) §

On this 07 day of January, 2015 ^{16 KMK}, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.

Kristen M. Kelly
NOTARY PUBLIC in and for the State of
Oregon, residing at Marion County
My Commission Expires: 05/27/2017

STATE OF Oregon)
COUNTY OF Marion) §

FIFTH AMENDMENT TO DECLARATION
OF COVENANTS, Page 4 of 4

COUNTY OF Linn)

On this 24th day of February, 2016, before me, the undersigned Notary Public in and for the State of OREGON, duly commissioned and sworn, personally appeared RONALD R. BOCHSLER, to me known to be a Trustee of a Member of Santiam Development Company, LLC, as a Member of North Stone Richland, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Alfred Michael Aus
NOTARY PUBLIC in and for the State of
OREGON, residing at STAYTON
My Commission Expires: 3-12-2017

**AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:**

Joel R. Comfort
MILLER, MERTENS & COMFORT, P.L.L.C.
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

**SIXTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
HORN RAPIDS: A MASTER PLANNED COMMUNITY**

Reference numbers of related documents: 94-18376, 2001-021610, 2003-061197, 2007-022828,
2011-024381, 2016-006215

Grantor: North Stone Richland, LLC

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10 North,
Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: N/A

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

SIXTH AMENDMENT TO DECLARATION
OF COVENANTS, Page 1 of 4

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 9th day of July, 2001 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of July, 2001 under Recording No. 2001-021610; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 15th day of December, 2003 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of December, 2003 under Recording No. 2003-061197; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 9th day of July, 2007 and recorded with the office of the auditor of Benton County, Washington, on the 13th day of July, 2007 under Recording No. 2007-022828. Note that no "Third Amendment" was ever recorded; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 7th day of January, 2016 and recorded with the office of the auditor of Benton County, Washington, on the 8th day of March, 2016 under Recording No. 2016-006215; and

WHEREAS, North Stone Richland, LLC is the successor in interest to Columbia Triangle Venture, L.P., and as successor in interest to Columbia Triangle Venture, L.P. has all rights of the Declarant under the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community

WHEREAS, North Stone Richland, LLC desires to amend said restrictive covenants applicable to the subject property to disclose and provide notice to future property owner of the existence of a future home site on the Horn Rapids Golf Course, which may interfere with views.

NOW, THEREFORE, North Stone Richland, LLC does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by adding the following:

1. Notice of Future Home Site. On or about July 15, 2005, Columbia Golf Associates, a Washington partnership ("CGA"), the owner and operator of the Horn Rapids Golf Course, was granted the right by the City of Richland to build a single family residence on the Horn Rapids Golf Course pursuant to a *Declaration of Restrictive Covenant for Golf Course Use*, a copy of which was recorded as Exhibit C to the *Declaration of Restrictive Covenant for Caretaker/Groundskeeper/Security Watchman Accommodations and Access and Utility Easement* dated August 25, 2011, and recorded under Benton County Auditor File No. 2011-024381. The covenant granting the right to build to CGA runs with the land, and may be conveyed to CGA's successors in interest.

Pursuant to the *Declaration of Restrictive Covenant for Caretaker/Groundskeeper/Security Watchman Accommodations and Access and Utility Easement*, CGA agreed to locate the single family residence as described in the attached Exhibit A, and depicted in the attached Exhibit B. As of the date of this Amendment it is not known if, or when, CGA or its successors in interest will exercise its right to build the single family residence.

2. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as previously amended, shall remain in full force and effect.

DATED this 17 day of JANUARY, 2018.

NORTH STONE RICHLAND, LLC

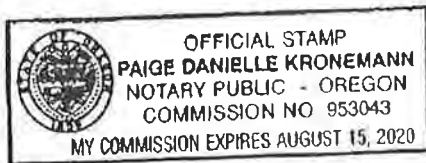
By: Stew Stone
Stew Stone, Member

By: Ronald R. Bochsler
Ronald R. Bochsler, as Trustee of a Member of
Santiam Development Company, LLC, as a Member
of North Stone Richland, LLC

STATE OF Oregon)
) §
COUNTY OF Marian)

On this 22 day of January, 2018, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.

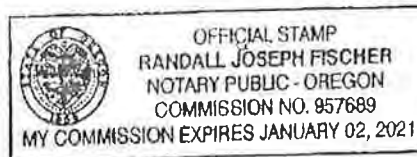



NOTARY PUBLIC in and for the State of
Oregon, residing at Salem, OR
My Commission Expires: August 15, 2020

STATE OF Oregon)
) §
COUNTY OF Linn)

On this 17th day of January, 2018, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared RONALD R. BOCHSLER, to me known to be a Trustee of a Member of Santiam Development Company, LLC, as a Member of North Stone Richland, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



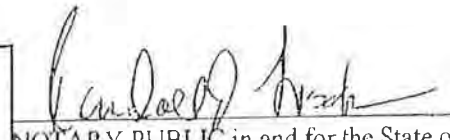

NOTARY PUBLIC in and for the State of
Oregon, residing at Salem, OR
My Commission Expires: January 02, 2021

Exhibit A

GOLF COURSE RESIDENCE LOCATION

A parcel of land lying in a portion of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Beginning at the Northwest corner of the Southwest quarter of said Section 28 as shown in Desert Summit, according to the Plat thereof, recorded in Volume 15 of Plats, page 344, Records of Benton County, Washington;

Thence South $00^{\circ}30'06''$ West along the West line of the Southwest quarter of said Section 28 for a distance of 780.77 feet to a point on the Northerly boundary of Lot 29, Desert Summit (15-344);

Thence leaving the West line of the Southwest quarter of said Section 28, South $60^{\circ}23'33''$ East along the Northerly boundary of said Desert Summit (15-344) for a distance of 222.63 feet;

Thence leaving the Northerly boundary of said Desert Summit (15-344), North $32^{\circ}33'19''$ East, 13.10 feet to the **TRUE POINT OF BEGINNING** of the parcel to be described;

Thence continuing North $82^{\circ}33'19''$ East, 179.98 feet;

Thence North $06^{\circ}17'32''$ West, 98.40 feet;

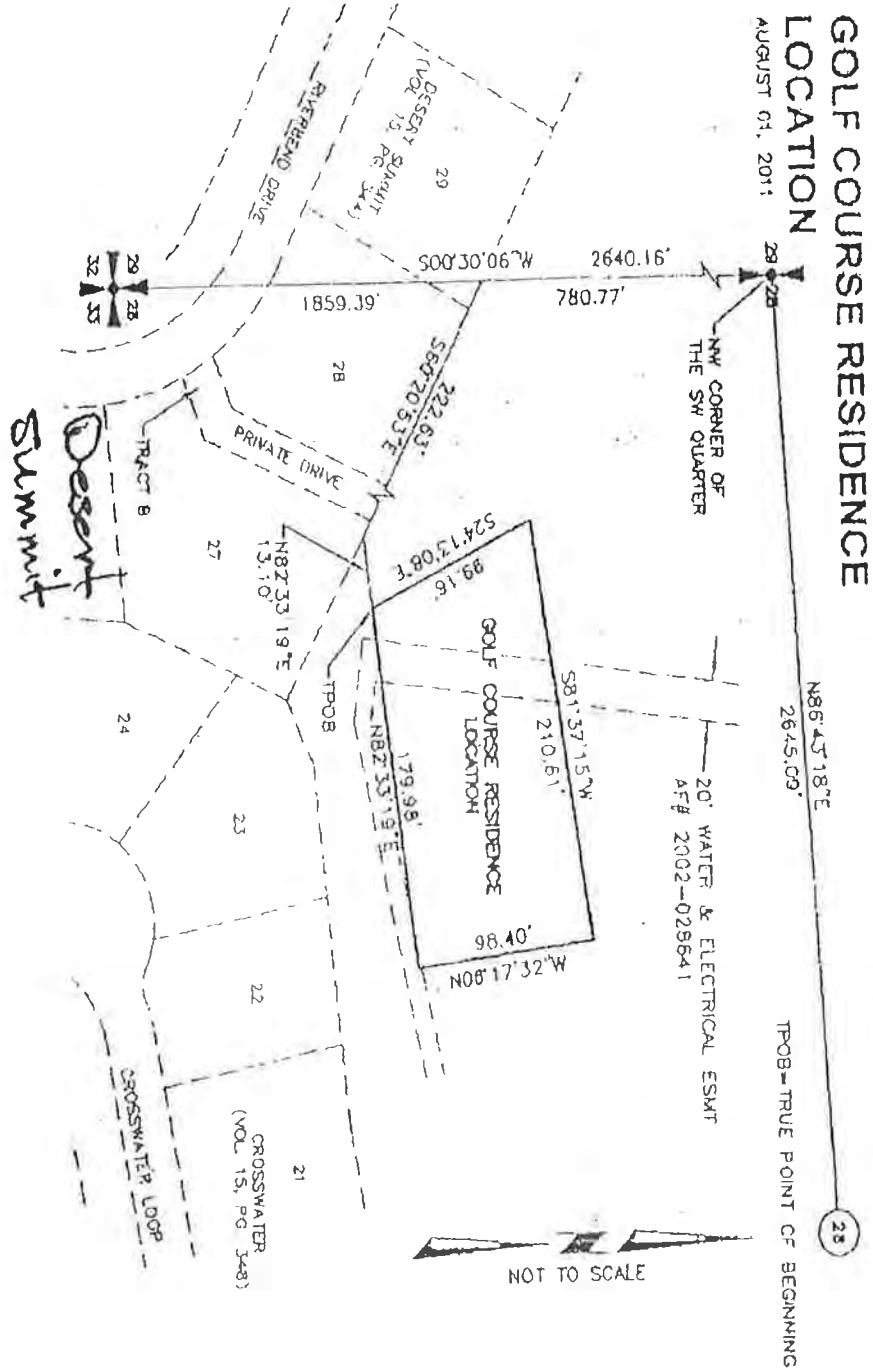
Thence South $81^{\circ}37'15''$ West, 210.61 feet;

Thence South $24^{\circ}13'08''$ East, 99.16 feet to **TRUE POINT OF BEGINNING**.

Containing: 18,899.46 square feet, (0.43 acres), more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

Exhibit B



INITIAL CONSTRUCTION CONTROL COMMITTEE
HORN RAPIDS MASTER PLANNED GOLF COURSE COMMUNITY
PLANS & SPECIFICATIONS SUBMITTAL CHECKLIST

Builder Name: _____ *Date:* _____
Lot # Neighborhood: _____ *Project Address:* _____
Plan Name or Model: _____

☐ **One complete set of plan specs. Including:**

- | | |
|---|---|
| ☐ Site Plan | ☐ Fences |
| ☐ Floor Plans | ☐ Decks/Patios |
| ☐ Exterior Elevations | ☐ Pet Houses/Runs/Enclosure |
| ☐ Roof Colors "Weather Wood" | ☐ Retaining Walls |
| Other _____ | |
| ☐ Landscape Plan | ☐ Storage Sheds |
| ☐ Exterior Materials | ☐ Sun Control Devices |
| _____ | |
| | ☐ Spas/Hot Tubs/Swimming Pools |
| ☐ Exterior Colors | |
| Body: _____ | |
| Trim: _____ | |
| Door: _____ | |
| ☐ Other Information _____ | |
| _____ | |
| _____ | |

Builder to comply with the Following:

- ☒ Horn Rapids Addendum 1
- ☐ Greyhawk CC&Rs & Building Restrictions
- ☐ Eaglewatch CC&Rs & Building Restrictions
- ☐ The Bluffs CC&Rs & Building Restrictions
- ☐ Horn Creek CC&Rs & Building Restrictions
- ☐ Sandpiper CC&Rs & Building Restrictions
- ☐ Copperleaf CC&Rs & Building Restrictions
- ☐ Eagle Ridge CC&Rs & Building Restrictions

- **BUILDER TO COMPLY WITH ALL OF CITY AND HORN RAPIDS CC&Rs ICC STANDARD & REQUIREMENTS.**
- **BUILDER/BROKER TO DELIVER TO BUYER COPIES OF ALL APPROPRIATE BUILDING RESTRICTIONS.**

Submittal Complete/Forwarded for Review

Submittal incomplete/Returned to Owner

<i>Signature</i> _____	<i>Signature</i> _____
<i>Date</i> _____	<i>Date</i> _____
_____	_____
_____	_____

ICC Approval/Conditional Approval

ICC Disapproval

<i>Signature</i> _____	<i>Signature</i> _____
<i>Date</i> _____	<i>Date</i> _____
_____	_____
<i>Signature</i> _____	<i>Signature</i> _____
<i>Date</i> _____	<i>Date</i> _____

Reason for ICC Disapproval: _____

HORN RAPIDS MASTER HOMEOWNERS ASSOCIATION
Architectural Control Procedures and Guidelines

The constructions of a new residence in Horn Rapids may not commence without the prior written approval of the Initial Construction control Committee ("ICC"). Section 3.9 of the CC&Rs.

The procedures and guidelines outlined below are intended to assist builders and others with this application and approval process. However, they are not a substitution for the requirements of the **Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Horn Rapids** which in every instance shall control. Please note that an application will not be accepted unless signed and **all** of the required plans and specifications are included in the submittal. Should the application be disapproved or should the review process be terminated by the ICC for items subsequently found to be missing or deficient, any re-submittal shall be considered a new application.

Applications are to be submitted to the ICC at the following address:

Stew Stone / Zak Stone

Telephone: **Stew Stone 503 559 3013**
Zak Stone 503 302 9862

Snail Mail: **1220 20th St SE**
Salem, Oregon 97302

Email: **Stewstone@bhhsrep.com**
Zakstone@bhhsrep.com

Application Checklist

Applications must be in writing and include the builder/owner names and address of the lot, the lot number and the following documents concerning the proposed residence, minor structure or alteration:

☐ **Complete sets of plans and specifications**, Emailed as 8.5x11 PDF pages or mailed on 8.5x11 or 11x17 sheets including:

- Site Plans. To scale minimum. Including property lines, setback lines, building footprint, overhangs, floor elevations, existing and finished grades, driveway, walkways, stairs, patios, decks, streets and sidewalks, retaining walls and rockeries. Call out exterior paving materials.
- Floor Plans. To scale. Include all exterior walls, corners and offsets, door and window size and locations, porches, decks, stairs, and any special features such as fireplaces and planters.
- Exterior Elevations. To scale. Provide all four elevations, including roof and wall configuration, door and window type and locations, all exterior materials

and trim, and any special features such as fireplaces, columns and railings. Clearly depict the locations of any materials transition.

- Roof Plan. To scale. Include exterior walls and columns, eaves, ridges, hips and valleys, parapet walls, skylights and chimneys.
- Erosion Control. There is absolutely NO Trespassing on Golf Course property. NO Dumping or pushing dirt onto the sage brush fringe area, no driving beyond your property line with Vehicles or equipment. NO storage of lumber or Materials on Golf Course of any kind. If you are building adjacent to the golf course: YOU would be well served to introduce yourself to Nick the Golf Course Manager. Nick's cell is 509-539-1752 and the Pro Shop 509-375-4714. We insist that steps are taken to train and supervise your Subcontractors to keep trash contained on your site and not allow the wind to blow it across the neighbors and onto the golf course. Wind erosion is a problem with blowing sand, especially during dig-out and back filling stages. You need to get your water meters installed and working before construction begins and sprinkler your lots before you dig out and during the framing stage (keep the piles wet/damp to keep the sand from blowing in the wind). You will be held responsible for damages. Build temporary enclosures out of metal fence post and survey fence 10x10 or plywood material in front yards to store trash in a weekly clean-up
- Landscape Plan. To scale minimum. Include building footprint, paving, plantings, existing trees, drainage and irrigation systems.
- Exterior Colors/Materials. Provide color code (Please use Sherwin Williams color code reference when possible) or paint chips for proposed exterior siding and trim colors, and color catalog samples of brick, stone or stucco. Unless cedar shakes or shingles are specified, provide color catalog samples of roofing materials.
- Spas/Hot Tubs/Swimming Pools. No swimming pool, spa, or outdoor court shall be constructed on any lot without the prior written approval of the ACC. Submit plans with manufacturer, size and dimensions, materials to be used, and exact location.
- Fences. Include all fencing plans and fencing materials list. All wood fences must be of a "good neighbor" style (bare framework on the owner's side of the fence) or a style which completely conceals all framework. No fence wall higher than six (6) feet shall be permitted unless required by local planning authorities. Please see the "Fencing Guidelines" . . . Which may be specific to each neighborhood
- Decks/Patios. Submit plans including size, building materials, and exact location.

- Pet Houses/Runs/Enclosures. Submit plans including size, building materials, and exact location.
- Retaining Walls. Submit plans including height and width, building materials, and exact location on property.
- Storage Sheds. Submit plans including size, exact location on property, and building materials including roofing, siding, doors, and windows, if applicable.
- Sun Control Devices. Submit plans for type of device or structure, including patio covers, awnings, or other permanent structures. Include height and width, building materials used, and exact location on property.
- Other Information. Additional information as may be required by the ICC in order to determine compliance with control standards.

Notice of Approval or Disapproval

Notice of the ICC's approval or disapproval will be provided to the applicant within 30 days following acceptance of the application by the Architect.

The ICC may issue a conditional approval subject to the receipt of additional information from the applicant or the making of minor revisions or corrections by the applicant to the plans and specifications. The applicant must comply with the requirements of the conditional approval within 10 days following notice of the ICC's decision or the conditional will be revoked, the application will be disapproved. Plans and specifications that are re-submitted following a conditional approval must clearly identify (or the applicant must clearly describe on an attached document) how the previous objections by the ICC have now been resolved.

HORN RAPIDS: Addendum 1

P&S # _____

Guidelines Development Standards Fence, Retaining Wall Plan, and Landscaping Outline

This addendum is made part of that Earnest Money Agreement/Owner Builder Contract for Lot(s) _____, in the subdivision of _____, within the Horn Rapids Planned Community between the Seller, _____ and Buyer(s) _____ dated, _____.

1. Horn Rapids Covenants, Conditions, Restrictions and Easements.
Purchaser has received, reviewed and approved the C.C. & R's for the Horn Rapids master Planned Golf course community.
2. Horn Rapids Community Homeowners Association Dues.
The assessment per home site will be \$110 per quarter for 2017. Purchaser is responsible for paying dues upon closing of lot(s).
3. Irrigation Water.
Purchasers acknowledge that this lot is serviced by and connected to irrigation water.
4. The Horn Rapids HOA is assessing the first time home buyer a \$100.00 per-home capital reserve fee to be collected at the closing.
5. Horn Rapids Golf Course Operations.
The Golf Course at Horn Rapids is owned, operated and maintained by an independent stand alone entity separate from the Seller and Developer of the Community. Homeowners are not required to be members of the Golf Club nor are they required to contribute anything to the maintenance of the course. The Seller and Developer can not make any representations or give any warranties as to the future operations of the course. The Seller and Developer anticipate the course will be an enjoyable amenity of the Community, but the Seller and Developer cannot convey to the Buyer any rights regarding the operation of the course.
6. Horn Rapids Golf Course Trespassing.
Homeowners are not allowed to freely enter, roam, or walk on to play golf without the permission of the golf course owner or employees of the Pro Shop. No trespassing also includes: No dumping, no landscaping beyond property line pins, no walking dogs, no biking, and extreme care to be given to buffer zone (sage brush) between fairway and back property line, such as no irrigating (too much water kills sage brush) without the approval of the golf course manager in writing.
7. Horn Rapids Fence Plan
Purchaser has, reviewed and approved the Fence Plan requirements of the Horn Rapids Master Planned Community on pages 6, 7, 8, and 9 of this

HORN RAPIDS: Addendum 1

addendum and understands that any fence design must obtain written approval of the Initial Construction Controls Committee or the Architectural Controls Committee for the Master Association or a Sub-Association, as applicable.

8. Horn Rapids Architectural Control Procedures and Guidelines.
The construction of a new residence in Horn Rapids may not commence without the prior written approval of the Initial Construction Control Committee ("ICC"). Section 3-9 of the C.C. & R's.
After homes are purchased and closed, prior approval of the Architectural Controls Committee shall be required for any changes in the landscape layout, fences, for any changes to a bearing wall, and for any exterior alterations or additions.
9. Future Development of Horn Rapids Master Planned Community.
Purchaser understands that the existing neighborhoods of Prestwick, Gleneagle, Hawkstone, Troon, the Boulders, Maidstone, Sawgrass, Sedona, The Bluffs, Sedona II, Eaglewatch, Sandpiper, Crosswater, Desert Summit, Horn Creek, Copperleaf (3 phases) Eagle Ridge, Grayhawk and Quail Ridge are all part of the Horn Rapids Master Planned Golf course Community and that there will be future developments that will contain a wide variety of housing, new neighborhoods, recreational amenities and public facilities essential for a successful community. The proposed development plan is not an assurance that the community will be built exactly as proposed and illustrated due to probable market changes during the projected build out period of Horn Rapids.
10. Disclosure for The Bluffs and Desert Summit C.C. & R's
CC & R's will be attached to all Purchase and Sales agreements for lots in The Bluffs and Desert Summit and Eagle Ridge that have additional restrictions. Builder must be particularly aware of the following items included in this document:
 - ❖ Soil Report
 - ❖ Foundation placement recommendation
 - ❖ Landscaping/Irrigation
 - ❖ View Preservation boundaries
 - ❖ No Construction, Landscaping or fill of any type is allowed beyond the crest of slope on lots 2 thru 25 without prior ICC approval
11. Earnest Money.
All Earnest Money shall be sent directly to the Title and Escrow company which is shown on the Purchase and Sale Agreements. Earnest Money is Non-Refundable and released to the Seller upon sellers request.

HORN RAPIDS: Addendum 1

12. Builder and Subcontractor Noise, language, trash, and speeding Noise. Builders and subcontractors shall not cause or permit excessive noise (including music, talking, or any other) or activities in the neighborhoods, parking areas, or common areas by themselves, their employees, agents, visitors, or licensees, nor shall builders permit anything to be done by such persons which will interfere with the rights, comfort or convenience of Horn Rapids residents. Builders shall not cause or permit any activity constituting a nuisance on or about the Premises which adversely affects the health or safety of any person regardless of the time of day or night.
13. Verbal Abuse Public disputes, shouting, or calling out to residents or visitors at Horn Rapids will not be tolerated. Repeated occurrence of the type of behavior constitutes a default under this addendum.
14. Trash. Trash or debris left at building sites will not be tolerated. At times, Horn Rapids Community experiences excessive and severe wind. Therefore, it is essential that all builders and subcontractors dispose of any trash and debris promptly and properly. If trash or debris is found in or around a building site, it will be disposed of by an outside contractor and builders will be charged a fee of \$50.00 minimum, plus \$50.00 per hour for each additional hour of clean up required.
15. Speeding. The construction speed limit at Horn Rapids is 25 MPH. The homeowners are working with the City Police to enforce this limit. You may be cited even if patrol cars are not present on site. Please inform your subcontractors about this important rule. Speeding in the Horn Rapids Community will not be tolerated.
16. Construction may not begin before 7:00 am or continue after 6:00 pm unless builders have a written variance from the City of Richland.
17. All construction activity shall be monitored and supervised by builder/owner to prevent wind blowing trash or sand from lot. Water sprinklers are required to be used to water disturbed areas and piles of sand. The use of silt fence and wood barriers 16" high shall also be used to contain sand on lots. Builders/owners are responsible for any clean-up of streets and neighbors lots, including repair or replacement of Landscape areas damaged.

HORN RAPIDS: Addendum 1

1. In all construction and development activities, Buyer shall comply with all permits, approvals, covenants, ordinances, regulations, as amended from time to time, as they may apply to the Property. Buyer shall conduct all construction activities in accordance with impact on the work of other builders, and the safety, comfort and convenience of Horn Rapids residents, all as reasonably determined by Seller.
2. Driveways shall be concrete. Under each driveway, 3 feet from back of sidewalks and 18 inches deep. Buyer shall place one 4 inch PVC pipe segment extending at least 1 foot beyond each side of the driveway, for future cabling or other use as yet undefined.
3. Roof drains shall be connected to the storm drainage system unless otherwise provided in the approved storm drainage plans.
4. All roofing materials, such as shakes, shingles, and composition or masonry tiles shall be approved by the Horn Rapids' Initial Construction Committee (ICC) or the Architectural Control Committee. All composition roofs shall have High Profile ridge caps on ridges.
5. Brick, solid wood, vinyl or product equal to innerply siding shall be used. Plywood siding or the equivalent shall not be used, except as authorized by ACC and/or ICC.
6. Building materials stored for use in construction of a Residence will be kept in a neat condition so as not to detract from the appearance of the neighborhood and so as to give the visual impression for adjacent streets of a clean and orderly work site. Scrap materials and trash shall be confined to a particular area of each lot, and will be cleaned up on a daily basis. All scrap material shall be disposed of in lawful disposal sites or recycling facilities as appropriate. Buyer shall keep the neighborhood clear of debris and shall maintain the streets in a clear and clean condition, which may require Buyer to sweep or wash down the streets. In the event of a non-compliance with the foregoing requirements, the Seller shall have the right, in addition to all other rights and remedies available under the Agreement or applicable law, to remove said material and to bill the cost directly to the Buyer.
7. After start of construction, work shall progress without interruption (except for weather, labor disputes or other matters beyond control of Buyer). Within 30 days after substantial completion of construction on each lot, the entire front yard therefore shall be landscaped, using a mix of grass, shrubs and trees selected by Buyer. Buyer must include with the landscaping of each lot a minimum of two (2) Seller specified trees, including size, and street trees as designated by Seller. The ICC shall provide a list of allowed trees and sizes to be used and street tree requirements for each subdivision. Rear yards must be completed within 90 days of substantial completion of residence (See paragraph 11 of ICC Landscape Outline attached).

HORN RAPIDS: Addendum 1

- a. Landscape Plans should be submitted to the ICC or the ACC shall control after the home is occupied. There are specific tree heights not to be exceeded for lots along the Golf Course.
8. If required, depending upon lot elevation, water pressure reduction valve shall be installed by Buyer.
9. Pursuant to the Horn Rapids Covenants, Conditions and Restrictions, Buyer shall comply with other development procedures and standards that may be imposed by the ICC and/or ACC, including review of site plans, elevations building plans, finishes and exterior color selections prior to commencement of construction upon a lot, maintenance of completed Residences, and of unimproved property.
10. Buyer shall not permit any materials, equipment or vehicles to be placed upon or parked on a neighborhood or community street for longer than 48 hours.
11. Buyer shall prior to selling the Model Home(s), make any changes which may be required to conform to the ICC and/or the ACC design standards and all city or government entities requirements. Buyer shall place prominent signs in the Model Home that the ultimate purchaser shall not be able to convert a garage to an office of living space, and that use of the garage in such a manner in the Model Home is only for the temporary convenience of Buyer during the sales period.
12. Buyer shall be responsible for the actions of all of its agents, employees, contractors, subcontractors, and suppliers (collectively, "Buyer's Personnel"). Buyer shall enforce the requirements of these Development Standards and of the Agreement of which such standards are contained. If Buyer fails to do so, Seller shall have the right, in addition to all other rights it may have under the Agreement or applicable law, to require that the offending member of Buyer's Personnel be barred from performing any further work on or about the Property.

HORN RAPIDS: Addendum 1

ICC & ACC FENCE, RETAINING WALL PLAN, and LANDSCAPE OUTLINE

1. Purpose
A plan is necessary for the orderly and consistent construction of all fences and Retaining Walls within Horn Rapids. It is the intent of the fence and Retaining Wall plan to establish and maintain continuity in the overall look and feel of Horn Rapids. The Fence and Retaining Wall plan where ever possible will be consistent with the declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids.
2. Administration
The Fence and Retaining Wall plan will be administered by the Initial Construction Controls Committee (ICC) for all initial construction during the development period. After the house is built, sold and occupied, the Architectural Controls Committee (ACC) will administer the Fence and Retaining Wall plan. The ACC Rules may be different from the ICC. All fences and retaining walls must be approved prior to start of construction of that item.
3. Fences Design – General
All Fence designs require ICC before they are installed. These designs standards are provided as a guideline. All Fence designs will be reviewed for aesthetic appeal to insure the design is harmonious with the surrounding neighborhood.
 - a. All fence posts and/or main fence supports members shall be of sufficient design to withstand the natural elements. Posts shall be set at least 18 inches (18”) into the underlying soil or be secured by a post bracket to a foundation capable of resisting winds experienced in Horn Rapids. Metal posts are required on Cedar/Redwood Fencing
 - b. Material used shall be resistive to wind, rain and sun deterioration.
 - i. Wood products used shall be of natural resistance to decay such as cedar or redwood or shall be treated to resist decay.
 - ii. All natural wood products shall also be treated or stained to resist discoloration due to sun or water exposure, with Sherwin Williams solid stain. Colors will be provided by ICC or ACC for each subdivision.
 - iii. Metal fences such as black Wrought or Tubular Iron shall be protected with paint or similar coatings to protect the material from oxidation and/or rusting.
 - c. It is the responsibility of the home owner to maintain protective coatings.
 - d. Maximum height is six feet (6’), except on Golf Course, see below.
 - e. Must be neighborhood friendly when facing the street.

HORN RAPIDS: Addendum 1

- f. Generally, fences or walls finished with cement plaster, stucco, stone or brick masonry, colored split face concrete block, cast concrete, shaped plaster, tubular steel or dimensional lumber are viewed as being in harmony with the development of the community. Exposed plain concrete walls, plain concrete block, metal siding, chain link, and unfinished wood are not deemed to be in harmony with the development of the community. If concrete block is used, the concrete block must be skim coated, similar color as home, on both sides. Wood fences (e.g. natural cedar or redwood) must be weather protected and maintained so they remain attractive.
- g. Lots adjacent to golf course, Gates must be constructed to allow access for golfers to retrieve golf balls as per CC&R's 6.27(b) Fences finished on both sides are more likely to be approved. Single sided fences must have the finished side toward the neighbors (Good Neighbor Fence). Chain link and other wire fences are not allowed except for the purpose of pet enclosures.

4. Fences adjacent the Golf Course

All Fences adjacent to property owned by the Horn Rapids Golf Course shall be of an open design as follows:

- a. Post shall at intervals of no less than six feet (6') and no greater than ten feet (10') on center except for terminations at corners, gates or structures.
- b. Post shall be no greater than six inches (6") in any directions.
- c. All fence pickets shall be vertical.
- d. Fence pickets shall be no greater than two inches (2") and no less than three quarter inch (3/4") in any dimension.
- e. Black Wrought or Tubular Iron Fencing will be required.
- f. Openings are required adjacent each vertical picket. The opening shall not exceed four inches (4") or be less than two and one half inches (2 1/2") in width.
- g. Only two horizontal support members are permitted. The horizontal support member shall not exceed four inches (4") in any direction
- h. Golf Course – Fences located on lots adjacent to The Horn Rapids Golf Course that protrudes beyond the back of homes shall have maximum heights as follows:
 - i. Fences on lots adjacent to fairways, "T" boxes and Greens shall not exceed four feet (4') in height. ACC guidelines control after home is built and occupied.
 - ii. Pool Fencing adjacent to The Golf Course may be six (6') or code, whichever is less, regardless of location on The Fairway, "T" Box or the Green.
 - iii. Fences placed Adjacent to Water Features, Sheds, Open Areas and other Features separating applicant's property from the actual Fairway, Greens and "T" Boxes may be four feet (4') in height.

HORN RAPIDS: Addendum 1

- iv. Gates shall be installed to allow golfers to retrieve their balls as per Covenants, Conditions, and Restrictions.
- 5. Fences NOT adjacent the Golf Course
Fences not adjacent to the Horn Rapids Golf Course may be of open or solid design. Back yards adjacent to the Parks may be fenced subject to Solid/Open View Fence requirements.
- 6. Fence Orientation
Fences must be installed in such a fashion that the supporting framing members face inward to the applicants property and the finished side toward the neighboring property (Good neighbor fence).
 - a. Exception – Fences adhering to the Open Fence Design standards for fences located adjacent the Golf Course may be installed with either face toward neighboring property.
- 7. Solid Fences
Support post and/or columns shall be spaced no greater than ten feet (10') on center and no less than six feet (6') on center except they may be less at corner and end terminations and except for concrete block or concrete pre-engineered architectural fences. For home sites contiguous to the Golf Course, solid fencing will not be permitted beyond the limits of the house. Fences should be constructed in order to maintain a view of the Golf Course from adjacent home sites.
 - a. Wood – See general fence requirements for finish and maintenance standards. A maximum of three (3) horizontal supports shall be used to support vertical fence slates or pickets. For home sites not contiguous to the Golf Course, a Wood Fence may be used as it conceals all frame work. – (Good Neighborhood Fence)
 - b. Masonry – Solid masonry fences shall be finished with stucco wash or similar finish to hide the masonry joints. Masonry fence columns and top caps shall be aesthetically pleasing.
 - c. Concrete – Only architectural concrete fences will be considered for placement around properties are a solid fence. Architectural concrete fences are those that have a design, such as stone, slate of wood slats, formed into the finish of the concrete.
 - d. Front Yards – May not be enclosed by fencing under any circumstances.
- 8. Fence Heights that are Not Adjacent to Golf Course
 - Height shall not exceed six feet (6'). Subject to specific subdivision phase restrictions

HORN RAPIDS: Addendum 1

9. Retaining Wall Plan Contiguous to Golf Course

The design of any retaining wall must address drainage patterns. Perimeter walls adjacent to The Golf Course must be Basalt Rock columns or stacked.

10. Retaining Walls between Homes

The design of any retaining wall must address drainage patterns. Walls between homes may be Basalt Rock, Stacked or Columns, Keystone Concrete Block; or Solid Concrete may be used if inside solid fenced yard area where there is no visibility from neighbors or streets.

11. Landscaping

- Landscaping shall be completed within 30 days of substantial completion of construction for the front yard and within 90 days after substantial completion of construction for the back yard. Due to possible wind erosion during the winter months, November thru March, all unplanted areas must be covered with sod, mulch or hydroseed/tackafyer mixture. Owners are responsible for blowing sand including cost of cleanup.
- Buyer must include with the landscaping of each property a minimum of two seller specified trees, including size, and street trees as designated by seller. Seller hereby appoints ICC to provide a list of allowed trees and sizes to be used and street tree requirements per each subdivision phase.
- For those lots adjoining golf course, all rear yards and/or side yards shall have vegetation that is less than 4 feet in height or trees with limbs that shall be over 10 feet above ground height at maturity of tree. Height of tree not to exceed 15 feet maximum on lots adjoining the Golf Course.

12. Driveways

Only hard, stabilized surfaces of concrete will be considered unless developed as part of an approved P.U.D.. No other material will be approved. Special care must exercised if changes alter drainage patterns. Runoff must be disposed of within the boundaries of your own property.

13. Disclosure

After homes are sold for the first time and the new homeowners take possession, the ACC Guidelines shall take affect. The ACC Guidelines may have additional guidelines and restrictions. The ACC Guidelines are available through the Home Owner's Association.

Buyer

Date

Seller

Date

HORN RAPIDS: Addendum 1

Attachment "B"

This is the list of approved ICC and ACC street trees for front yards in Horn Rapids.

Any other trees to be used for street trees must have ICC and ACC approval.

- | | | |
|-----|----------------------------|-------------|
| 1. | Beech, Tricolor | 1 1/2" |
| 2. | Birch, Youngii | 1 1/2" |
| 3. | Cherry, Kwanzan | 1 1/2" |
| 4. | Cherry, Weeping | 1 1/2" |
| 5. | Dogwood, Kousa | 1 1/2" |
| 6. | Dogwood, Pink Flowering | 1 1/2" |
| 7. | Maple, Japanese, Bloodgood | 1 1/2" |
| 8. | Maple, Red Sunset Summer | 1 1/2" |
| 9. | Pear, Callery, Aristocrat | 1 1/2" |
| 10. | Plum, Newport | 1 1/2" |
| 11. | Rebud, Eastern | 1 1/2" |
| 12. | Cedar, Weeping Alaska | 6-8' Height |
| 13. | Pine, Vanderwokff | 6-8' Height |
| 14. | Pine, Weeping White | 6-8' Height |
| 15. | Spruce, Hoopsi Blue | 6-8' Height |
| 16. | Mimosa | 1 1/2" |
| 17. | Honey Locust | 1 1/2" |

LOT SIZE TABLE

LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)
1	4,634	2,889	18	3,460	1,736	37	4,133	2,389
2	3,892	1,948	20	5,222	3,478	38	3,481	1,737
3	3,715	1,971	21	4,301	2,587	39	3,481	1,737
4	4,176	2,432	22	3,674	1,338	40	4,380	2,636
5	4,324	2,580	23	3,874	1,330	41	4,882	3,138
6	4,884	2,360	24	4,414	2,570	42	4,873	3,229
7	4,185	2,441	25	3,088	3,344	43	5,057	3,913
8	5,845	3,301	26	4,281	2,537	44	4,821	2,877
9	6,965	4,821	27	4,244	2,500	45	4,308	2,584
10	4,837	2,283	28	5,026	3,282	46	4,679	2,835
11	4,037	2,293	29	4,345	2,601	47	4,449	2,705
12	5,768	4,024	30	3,480	1,738	48	4,041	2,297
13	4,415	2,671	31	3,480	1,736	49	4,338	2,784
14	3,450	1,736	32	3,972	2,228	50	6,814	7,070
15	3,480	1,736	33	3,977	2,233	51	4,679	2,934
16	4,133	2,389	34	3,481	1,737	52	5,171	3,427
17	4,133	2,389	35	3,481	1,737	53	3,631	1,887
18	3,490	1,736	36	4,133	2,389	54	4,087	2,343

NOTES: * DENOTES SMALLEST LOT SIZE ** DENOTES LARGEST LOT SIZE

LOT SIZE AVERAGE = 4,355 SQ FT

SITE ACREAGE & DENSITY

1. TOTAL RESIDENTIAL SITE ACREAGE: 316,871 SQ FT (7.27 ACRES)
2. TOTAL NUMBER OF DWELLING UNITS PROPOSED: 54
3. PROPOSED DWELLING UNIT DENSITY: 54/7.27 ACRES = 7.43 DWELLING UNITS PER ACRE. ALSO SEE KEYED NOTE 10.
4. DWELLING UNIT DENSITY OF ADJACENT SUBDIVISIONS: 65,830 SQ FT (1.51 ACRES) 8 DWELLING UNITS / 1.51 ACRES = 5.30 DWELLING UNITS PER ACRE

KEYED NOTES

1. 24'-0" WIDE PRIVATE DRIVE
2. 20'-0" DEEP RESIDENTIAL DRIVEWAY, TYPICAL
3. RESIDENTIAL GUEST PARKING, 18' x 9' PARKING SPACES
4. NEW 18'-0" WIDE ELECTRICAL EASEMENT
5. EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 52' OUTSIDE AND 32' INSIDE
6. 5'-0" WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARDS
7. NEW 20'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
8. 24'-0" MINIMUM TWO-WAY DRIVEWAY
9. GOLF CLUB HOUSE PARKING: 18' x 9' PARKING SPACES
10. NEW RESIDENTIAL TOWN HOME
MAXIMUM LOT COVERAGE = 50%
TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT
TYPICAL LOT SIZE 109' x 32' = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"
MINIMUM FRONT YARD SETBACK = 18'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 8'-0"
MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE: ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
11. 50' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
12. HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-50 AND INTERNATIONAL BUILDING CODE

LANDSCAPED AREA

ARCHIBALD & CO.
ARCHITECTS, P.S.660 Symons Street
Richland WA 99354P: 509.946.4189
F: 509.943.1796

www.archibald.design

P-U-D
SUBMITTAL
REVIEWHJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WAOVERALL ARCHITECTURAL
SITE PLANCAD FILE:
4018A0001_SP.dwg

DESIGNED: JMAKAS

DRAWN: KAS

CHECKED:

DATE: 2020.Dec.18

REVISION:

DRAWING:

A0.1

40-18



OVERALL ARCHITECTURAL SITE PLAN

1" = 50'-0"



EXISTING PAVED ROADWAY

ISLAND AND EXISTING PAVED ROADWAY TO BE
REMOVED AT AREA OF WORK

100 PARKING SPACES PROVIDED (INCLUDING 4 ACCESSIBLE)

PROPOSED LOCATION OF NEW
GOLF CLUBHOUSE BUILDING.
DESIGN AND FOOTPRINT TO BE
DETERMINED

PROPOSED ZONING: PUD (R-2-S)

54 ATTACHED SINGLE-FAMILY DWELLING UNITS

MAXIMUM LOT COVERAGE = 50%

FOOTPRINT = 1,744 SQ FT

TYPICAL LOT SIZE 109' x 32' = 3,488 SQ FT

MAXIMUM BUILDING HEIGHT = 30'-0"

MATCH LINE
SEE A0.2 FOR NORTH
ENLARGED SITE PLAN
SEE A0.3 FOR SOUTH
ENLARGED SITE PLANMATCH LINE
SEE A0.2 FOR NORTH
ENLARGED SITE PLAN
SEE A0.3 FOR SOUTH
ENLARGED SITE PLAN

20' MINIMUM REAR YARD, TYPICAL

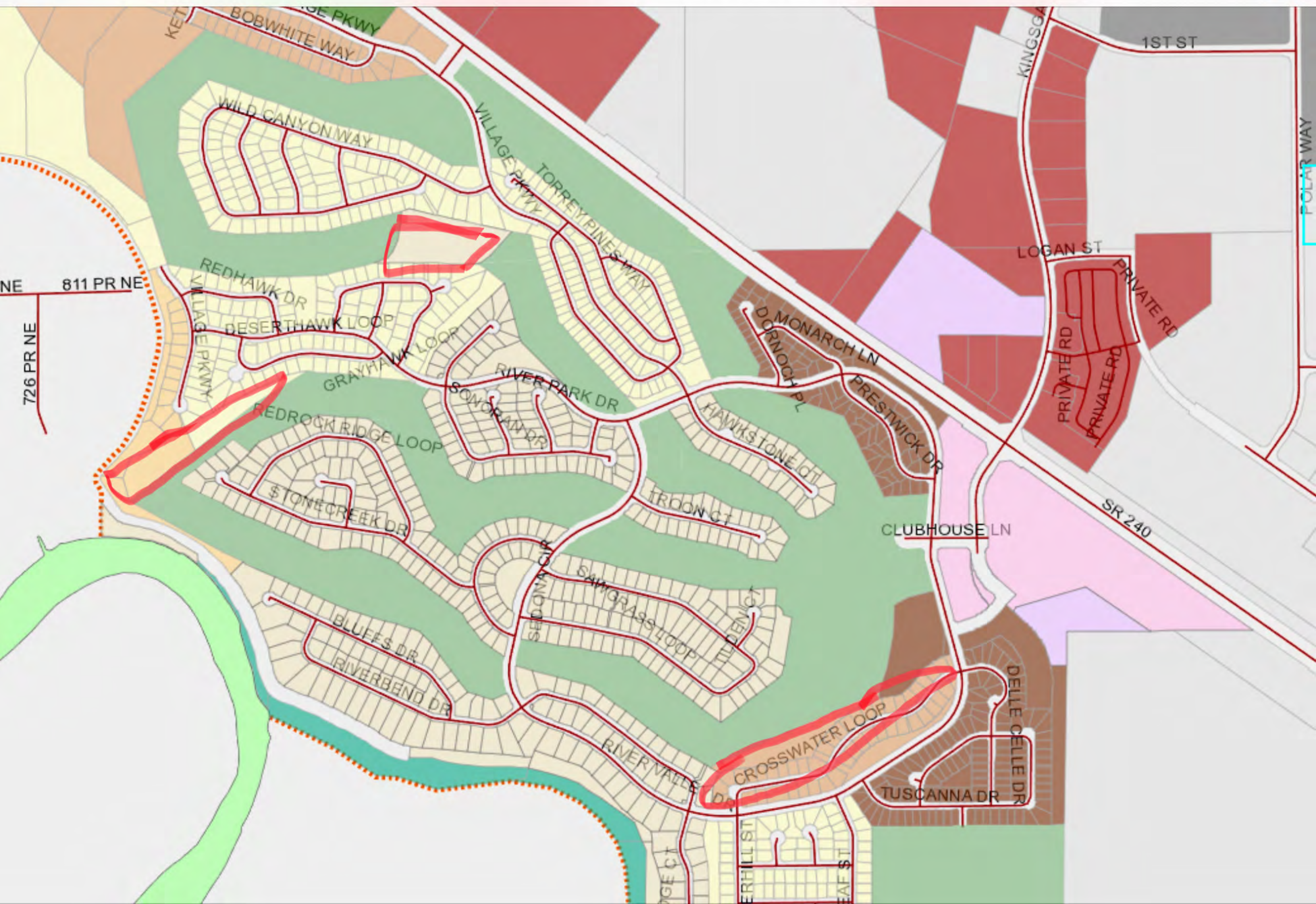
18' MINIMUM FRONT
YARD SETBACK, TYPICAL

20' MINIMUM REAR YARD, TYPICAL

8' MINIMUM SIDE YARD, TYPICAL

Done

Summary of townhome Land Use Planning-Zoning research.docx



May 9, 2021

Dear Hearing Officer:

Our names are Rick and Michele Stewart and we reside at 2870 Crosswater Loop, Richland, WA.

In 2011 we relocated to the Tri-Cities from the Seattle area with our two children. The idea of purchasing a home on a golf course was attractive to us. During our home search we asked our real estate agent specifically to show us available homes with golf course views and looked at several in Canyon Lakes and Horn Rapids, ultimately deciding to purchase 2870 Crosswater Loop because of its lot placement. My husband is a regular golfer at Horn Rapids. Our son was a member of the WJGA and a 3-year varsity golfer for Horn Rapids High School. From age 12 on, he was a regular attendee at the Horn Rapids summer camps and later a camp volunteer and helper to the Horn Rapids golf pro.

It was not temporary “luck” that we have a view of the course but, rather, there were several indications that it was the intention and agreement of all parties at the time we bought the house. We made the offer on our home in Jul/Aug of 2011 and later learned that it was part of the 2011 Parade of Homes and Chefs on Parade. Emphasis was placed on the view of the course and an outdoor living area complete with the stone fire pit and waterfall. Most homes in the parade boast an exceptional view or outdoor quality that is not “common” and our lot overlooking the 18th fairway was ours. Builders and vendors make intentional decisions about the features of a parade home and we believe the design of our backyard further supports that what was represented to us was that we were purchasing a home “on the golf course with a view” where luxury living space extends to the backyard. The home’s listing agent, Bob Moon, told us during the parade that we had made an offer just in time because he had already been told by several that they were looking for a house such as ours **on the course** and they’d be interested in making an offer. The original real estate flyer also advertised the “gorgeous golf course location”.

We paid a higher price and pay higher property taxes than comparable new homes in the tri-city area because it sits on the golf course. This was acceptable to us because of the quality of the 18th fairway and clubhouse views afforded from our backyard and we bought the house with the understanding that the deed restriction in place wouldn’t allow for anything other than golf course property behind our house.

Since the purchase of the golf course 2 years ago we have been prepared to reach a compromise. Several of the Crosswater Loop neighbors, myself included, met with the applicant at the home of Steve Lorence in May of 2019. The applicant verbally agreed to provide a drawing that preserved the pond, reconsidered road access, and reconsidered townhome placement. There was also agreement that we would meet again to discuss but neither happened. Mr. Lorence followed up several times but received no response. It is our understanding that the City Council previously instructed the applicant to reach a compromise with the Crosswater homeowners, so we are at a loss and disappointed at the lack of engagement from the applicant.

If the project proceeds under the latest set of plans, we will have a view of double 2 car garages, street parking, and additional driveways for guest parking. Our home has a balcony from the second floor, advertised to maximize the views of the golf course. Under the new plans, the view down from our

bedroom will be drastically different than what we purchased. The townhomes and the roads in, out, and around will not be covered by the Horn Rapids HOA meaning we are at the mercy of the maintenance habits of the owners with no enforcing body. It is also our understanding that the roads within will be private roads meaning no maintenance support from the city of Richland. If the city were to recommend that a fence be built between our lot and the townhomes this would leave us with a "fence view" and we would consider this to be an unacceptable solution to the loss of our golf course view.

We do not support the application made by the owner of Horn Rapids Golf Course as it stands today. We do not support changes (such as those outlined in the current plan) that result in a significant deterioration of our golf course views, the aesthetic value of our home, and likely the financial value of our property.

We do support the success of the Horn Rapids Golf Course and are ready to work with the owner on a compromise that reasonably enables revitalization efforts.

Thank you for your consideration.

Sincerely,

Rick and Michele Stewart

Stevens, Mike

From: Gail Wintczak <gailwintczak@yahoo.com>
Sent: Saturday, May 8, 2021 12:55 PM
To: Stevens, Mike
Subject: Crosswater Loop

Gail Wintczak
2852 Crosswater Loop

In 2011, looking forward to retirement and being close to family, this lot seemed quiet and peaceful with a pond and golf course view. However, the golf course view added to the cost of the lot.
My house was the second house on the street.
The Rews' proposed development of homes and roads will completely block my view and I will end up staring at a fence or wall immediately behind my house!
Not only is my view being lost, my privacy and enjoyment of the birds will be gone. I encourage the development but not at my expense.
I support the equitable compromise suggested by Mike Stevens.
We have tried to work with the Rews but they have consistently ignored our attempt to work with them. Not a good way to start with a "neighbor".

Sent from my iPhone

Dear Mr. Stevens and Richland City Council Members,

I am a resident of the Prestwick community within Horn Rapids, and I would like to voice my concerns about the development currently planned by the golf course owner. We very recently became aware of plans that are far too intrusive for a community like ours.

When I purchased my home, I was never told that the golf course could be used as development property. There has been a master plan in place for Horn Rapids that does not include building homes on the golf course. I do not think it should be allowed and certainly not the volume of homes proposed.

The concerns our community has are several.

- The beauty of the Prestwick community includes natural desert land, trees and the ponds. The development would eliminate most of that and replace it with buildings and parking lots. That is a huge loss to us.
- Prestwick is the first community from the entrance to Horn Rapids. With the proposed 54 additional homes, we can expect a potential of over 100 or more people coming and going through our entrance. The additional number of people would be overwhelming. Traffic will back up into Prestwick and we can anticipate that those late for work will speed through our side street to avoid the congestion on River Park. This will become extremely dangerous for those of us who live here.
- The golf course expansion plans include a large parking lot built right up to just a few yards from the back door of many of our homes. Rather than peaceful evenings, we can anticipate late nights (the restaurant stays open until 11pm) and loud noise with people leaving the restaurant to get to their cars in the parking lot, just a few yards from Prestwick homes.
- We will have no rights even to request a noise reduction or compliance with any rules or courtesy as the HOA will have no authority over the parking lot, the clubhouse, or even the homes owned by the golf course.
- The parking lot, overcrowded pool and pic-nic area and the congestion with the large number of new residents will ruin the quality of life for people in this community. Congestion, noise, traffic – all things we thought we avoided by moving to Horn Rapids.
- The lifestyle that we will be subject to will not only detract from our quality of life, but it will also detract from our home values. Who will even want to buy a home in the middle of this chaos, congestion, and crowding? Who wants to live a few yards from a large parking lot with lights?
- Some have suggested those of us impacted by the golf course should just move. For many of us, it is not that easy. We will simply have to remain in our house, watching our home values decline along with our quality of life.

I respectfully request that you **NOT** approve the golf course development plan.

Bruce Wyborny

Bruce Wyborny 5/7/2021

Janet Wyborny

Signature

JANET Wyborny 5-7-2021

Printed Name and Date