

**CITY OF WEST RICHLAND  
RESOLUTION NO. 27-21**

**A RESOLUTION OF THE CITY OF WEST RICHLAND, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN AND EXECUTE A TRANSPORTATION  
IMPACT FEE MITIGATION AGREEMENT WITH THE OWNER / DEVELOPER OF  
A COMMERCIAL DEVELOPMENT LOCATED AT THE SOUTHEAST CORNER  
OF BELMONT BLVD AND KEENE ROAD.**

**WHEREAS**, the City Council has adopted Ordinance No. 12-92 codified as West Richland Municipal Code Chapter 16.14 to insure that impacts on the City's transportation system will be mitigated as development occurs so that the citizens of the City, both those present and those moving into the City, will continue to enjoy the high quality of life and living environment which currently exists, and

**WHEREAS**, the expansion and improvement of the City's transportation system are necessary to meet demands prompted by development; and

**WHEREAS**, the City Council has adopted Ordinance 2-10, establishing and implementing requirements and formulas for use in mitigating development impacts on the City's transportation system; and

**WHEREAS**, Ordinance 2-10, section 7. Credits, establishes credits against the Developer's Transportation Impact Fee for the value of dedicated land and constructed roadway improvements that are included in the City's Six-Year Transportation Improvement Plan and or transportation element of the Capital Improvement Plan; and

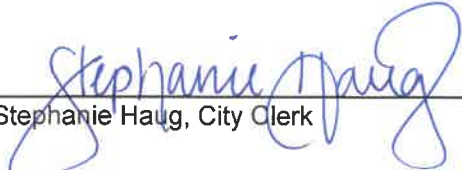
**NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF WEST RICHLAND, WASHINGTON**, does hereby resolve as follows:


**Section 1.** The City Council of West Richland, Washington authorizes the Mayor to sign and execute the Transportation Impact Fee Mitigation Agreement as shown in exhibit 'A' for the commercial development located at the southeast corner of Belmont Blvd and Keene Road.

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


**PASSED BY THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON**, this 20th day of July, 2021.

ATTEST:

  
\_\_\_\_\_  
Stephanie Haug, City Clerk

  
\_\_\_\_\_  
~~Brent Gerry, Mayor~~  
Fred Brink, Mayor Pro Tem

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bronson Brown, City Attorney

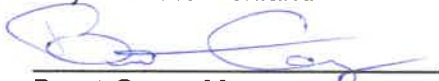
**TRANSPORTATION IMPACT FEE  
MITIGATION AGREEMENT  
Parcel No. 1-1297-402-0000-012**

THIS AGREEMENT is entered into this 3 day of August, 2021, by and between the **City of West Richland**, Hereinafter referred to as the "City", and Belmont Group LLC, referred to as the "Owners / Developers" of the lot 4 of Belmont Business District located in the SW ¼ of Section 12, T 9 N, R 27 E, W.M.

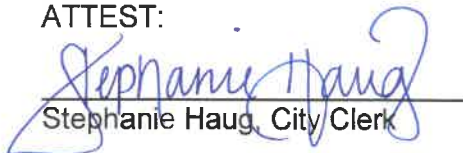
Under the terms of this agreement, the parties do hereby agree as follows:

- 1) The Developer shall receive a credit against the developments Transportation Impact Fee, as defined by Ordinance 2-10, or as amended by Council for the following items; Concurrent with the construction of the development, the following improvements are to be completed:
  - a) Keene Road shall be widened beyond a standard city roadway along the entire lot frontage to measure 46 feet from face of curb to face of curb. Roadway to be constructed with 3" asphalt pavement and 10" crushed surface top/base course.
  - 2) The City and the Developer agree that the total credit value for the aforementioned improvements is estimated to be approximately \$38,037.
  - 3) The City shall issue the Developer a \$38,037 credit against the Transportation Impact Fee for the development
  - 4) The remaining balance of Transportation Impact Fee for the Development shall be collected per Ordinance 2-10, or as amended by Council.

City of West Richland

  
Brent Gerry, Mayor

ATTEST:

  
Stephanie Haug, City Clerk

APPROVE TO FORM:

  
Bronson Brown, City Attorney

DEVELOPER / LAND OWNER

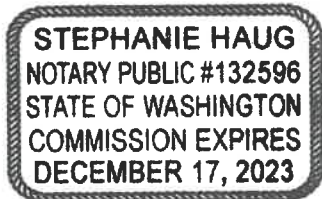
*Craig Eerkkes*

CRAIG EERKES

STATE OF *Washington* )  
:ss  
County of *Benton* )

On this 3 day of August, 2021, before me personally appeared CRAIG EERKES, to me known to be the President of Belmont Group LLC., that executed the foregoing instrument, and said person acknowledged that he signed this instrument, on oath, to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this 3 day of August, 2021



*Stephanie Haug*  
NOTARY PUBLIC in and for the State of Washington residing at  
*Kennewick*  
My Commission Expires: *12/17/23*