1. MEETING CALLED TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PRESENTATIONS

6. CONSENT AGENDA
   a. Approve Payment of Bills
   b. Approve Minutes of City Council Retreat of February 28, 2020 and Regular Meeting of March 3, 2020
   c. ORD - Accepting and Declining Offers of Dedication of Rights of Way Contained in Certain Land Patents for Section 6 and Section 8
   d. Approve Shoreline Master Program (SMP) Periodic Update- Public Participation Plan
   e. Motion to Amend Cash Management Services Agreement with Bank of the West
   f. RES - Setting Public Hearing Date to Consider Utility Easement Relinquishment
   g. ORD - Amending Ordinance No. 28–98, Vehicle Expense for City Councilmembers and Mayor
   h. Approve Agricultural Lease with Derek Alexander Farms, Inc.

7. ORDINANCES, RESOLUTIONS, MOTIONS AND PUBLIC HEARINGS
   a. Public Hearing - 2020 Comprehensive Plan Amendment Docket
   b. Motion to Approve 2020 Comprehensive Plan Amendment Docket
   c. Public Hearing – ORD – Amending WRMC Title 17, Zoning
   c. ORD – Amending WRMC Title 17, Zoning

8. UNFINISHED BUSINESS

9. NEW BUSINESS

10. CITIZENS PUBLIC COMMENT

11. STAFF AND COUNCIL ANNOUNCEMENTS, REPORTS AND COMMENTS
    a. Staff Reports
    b. Council Reports

12. EXECUTIVE SESSION

13. ADJOURNMENT

*The first ordinance passed will be Ord. 20-20 the first resolution will be Res. 17-20*
We, the undersigned City Council of West Richland, Benton County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the following are approved for payment this 17th day of March 2020:

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COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

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<th>Fund Number</th>
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The retreat began at 8:00 a.m.

Mayor Brent Gerry and Mayor Pro Tem Fred Brink were present. Council Members Richard Bloom, Gail Brown, Rich Buel, David Fetto, Kate Moran and John Smart were also present. Staff members present were Community Development Manager Eric Mendenhall, Police Chief Ben Majetich, Finance Director Jessica Platt, Public Works Director Roscoe Slade, Human Resources Analyst Selena Smathers, and City Clerk Julie Richardson.

1. **Introduction** – Mayor Gerry provided an overview of the agenda.

2. **City Departments - Overview and Workload 2020** – Staff gave presentations on the functions of their department and their workload.

3. **Preliminary 2021-2022 Budget Calendar** – Finance Director Platt provided an overview of the 2021-2022 budget calendar.

4. **Review 2019/2020 Strategic Plan and Accomplishments** – Staff gave presentations on the current strategic plan and city accomplishments.

5. **Miscellaneous Budget Requests** - The top three City Council miscellaneous budget requests were: 1) iPads and cell phones for Council Members; 2) Increase social media presence and live stream City Council meetings; 3) Council can choose to take their standard mileage allowance or track actual mileage on an expense form.

6. **2021/2022 Strategic Plan Development/Council Priorities and Requests** – There was discussion regarding council’s priorities and requests and Council Members placed stickers on their top priorities.

7. **Library Operations and MCL Contract Background** – Finance Director Platt provided a background on the Mid-Columbia Library contract. A workshop on the topic is scheduled on March 10. Mid-Columbia Library Executive Director Kyle Cox will be in attendance.

8. **Future Anticipated Workshops** – Some possible future workshops that were placed in a “parking lot” included: Racetrack property development; Zoning and Mixed Use; Ethics, Council rules of Procedure; Update on City transportation and infrastructure projects; Joint meeting with Planning Commission and Park Board; Review of Public Works staffing history; Arena Road property annexation; Groundwater issue; and Review of events.

9. **Adjournment** – The meeting was adjourned at 5:05 p.m.

______________________________  ________________________
Brent Gerry, Mayor                  Julie Richardson, City Clerk
CITY OF WEST RICHLAND
CITY COUNCIL MEETING
TUESDAY, MARCH 3, 2019

1. Call to Order – Mayor Gerry called the meeting to order at 6:00 p.m.

2. Roll Call – Mayor Brent Gerry was present. Councilors Richard Bloom, Gail Brown, David Fetto, Kate Moran and John Smart were also present. Staff members present were Police Chief Ben Majetich, Community Development Manager Eric Mendenhall, Public Works Director Roscoe Slade, Senior Planner Emily Weimer, Finance Director Jessica Platt, City Attorney Bronson Brown and City Clerk Julie Richardson.

Upon motion by Councilor Smart, seconded by Councilor Brown, Council unanimously excused Mayor Pro Tem Fred Brink from the meeting.

3. Pledge of Allegiance – Councilor Fetto led the council, staff, and audience in the recitation of the Pledge of Allegiance.

4. Approval of Agenda – Upon motion by Councilor Moran, seconded by Councilor Brown, Council unanimously approved the agenda.

5. Presentations
   b. Brent Gerry read a proclamation declaring the week of March 9 2020 Census Week.

6. Consent Agenda – Upon motion by Councilor Bloom, seconded by Councilor Buel, Council unanimously approved the consent agenda.

   a. Approve Minutes of City Council Meeting of February 18, 2020
   b. RES – Amending 2019-2020 Salary Schedule

      RESOLUTION 12-20 – A RESOLUTION OF THE CITY OF WEST RICHLAND, WASHINGTON, AMENDING THE SALARY SCHEDULE FOR THE 2019-2020 BIENNIIUM AND REPEALING RESOLUTION 29-19

   c. RES – Relating to Surplus Property

      RESOLUTION 13-20 – A RESOLUTION OF THE CITY OF WEST RICHLAND, WASHINGTON, RELATING TO SURPLUS PROPERTY

   d. RES – Amending Scheduled Use of Athletic Fields and Park Reservations Policy and Repealing Resolution 1-19

      RESOLUTION 14-20 – A RESOLUTION OF THE CITY OF WEST RICHLAND, WASHINGTON, ADOPTING SCHEDULED USE OF ATHLETIC FIELDS AND PARK RESERVATIONS POLICY AND REPEALING RESOLUTION 1-19

   e. RES – Amending the Master Fee Schedule
RESOLUTION 15-20 – A RESOLUTION OF THE CITY OF WEST RICHLAND, WASHINGTON, AMENDING THE MASTER FEE SCHEDULE

f. Approve Agreement with Open Edge for Merchant Services

7. Ordinances, Resolutions, Motions, and Public Hearings – a. ORD – Amending the 2019-2020 Biennial Budget and RES – Establishing an Interfund Loan from 401 Water/Sewer Fund to 355 Transportation Improvement Fund – Finance Director Platt presented a recommendation to approve an ordinance amending the 2019-2020 biennial budget and a resolution establishing an interfund loan from 401 water/sewer fund to 355 Transportation Improvement Fund. She provided an overview of the amendments.

RESOLUTION 16-20 – A RESOLUTION OF THE CITY OF WEST RICHLAND, WASHINGTON, RELATING TO AN INTERFUND LOAN FROM THE WATER/SEWER OPERATING FUND TO THE TRANSPORTATION IMPROVEMENT FUND

ORDINANCE 7-20 – AN ORDINANCE OF THE CITY OF WEST RICHLAND, WASHINGTON, AMENDING THE BUDGET FOR THE CITY FOR THE BIENNIUM ENDING DECEMBER 31, 2020

Councilor Fetto moved to approve ordinance 7-20 and resolution 16-20, seconded by Councilor Buel. The motion carried unanimously.

b. Closed Record Hearing – ORD – Amending Title 17, Zoning

City Attorney Brown stated, “The purpose of this closed record hearing is for the City Council to consider the pertinent facts, applicable law and to make a final decision on proposed amendments to Title 17, Zoning.

The Appearance of Fairness Doctrine applies to this hearing. That document requires that this hearing be fair, in form, substance and appearance. The hearing must not only be fair, it also must appear to be fair. Therefore, at this time I would like to ask a few questions of the Council.”

Has any member of the Council engaged in communication with opponents or proponents regarding this issue outside of the public hearing process?” There were none.

“Will any member of the Council obtain any financial benefit or suffer a financial loss as a result of the outcome of this hearing? There were none.

Is there any member of the Council who believes that he or she cannot hear and consider this application in a fair and objective manner? There were none.

Is there any member of the public, either proponent or opponent of this matter, who objects to the participation of any of the Council Members in hearing this matter?” There were none.

Mayor Gerry opened the closed record hearing at 6:31 p.m.

Senior Planner Mendenhall presented a recommendation from Staff and the Planning Commission to adopt an ordinance amending the West Richland Municipal Code as follows: (1) Amending
Section 17.09.070 “F definitions” to add a definition for Food and beverage product manufacturing, small scale; (2) Amending Section 17.51.020, adding vehicle and vessel body shops as a permitted use in the Combined Commercial / Light Industrial Use District (CLI); (3) Amending Section 17.48.030, adding small-scale food and beverage product manufacturing in the Commercial General Use District (C-G); (4) Amending Section 17.48.050, adding “Lumber or building material storage yards, secondary to an on-site retail use” as a conditional use in the Commercial General Use District (C-G); and (5) Repealing Section 17.54.430 “Garage and filling stations – Plan approval required.”

Mayor Gerry closed the hearing at 6:51 p.m.

c. ORD – Amending Title 17, Zoning - Senior Planner Mendenhall presented a recommendation from Staff and the Planning Commission to adopt an ordinance amending West Richland Municipal Code Title 17 as delineated in item 7b.

ORDINANCE 8-20 – AN ORDINANCE OF THE CITY OF WEST RICHLAND, WASHINGTON, AMENDING THE WEST RICHLAND MUNICIPAL CODE TO INCLUDE (1) SECTION 17.09.070, “F DEFINITIONS” TO ADD A DEFINITION FOR FOOD AND BEVERAGE PRODUCT MANUFACTURING, SMALL SCALE; (2) AMENDING SECTION 17.51.020, ADDING VEHICLE AND VESSEL BODY SHOPS AS A PERMITTED USE IN THE COMBINED COMMERCIAL / LIGHT INDUSTRIAL USE DISTRICT (CLI); (3) AMENDING SECTION 17.48.030, ADDING SMALL-SCALE FOOD AND BEVERAGE PRODUCT MANUFACTURING IN THE COMMERCIAL GENERAL USE DISTRICT (C-G); AND (4) AMENDING SECTION 17.48.050, ADDING “LUMBER OR BUILDING MATERIAL STORAGE YARDS, SECONDARY TO AN ON-SITE RETAIL USE” AS A CONDITIONAL USE IN THE COMMERCIAL GENERAL USE DISTRICT (C-G) AND (5) REPEALING SECTION 17.54.430 “GARAGE AND FILLING STATIONS – PLAN APPROVAL REQUIRED.”

Councilor Brown moved to adopt the Findings of Fact and Conclusions of Law as outlined in the staff report and approve Ordinance Number 8-20 amending the West Richland Municipal Code, seconded by Councilor Smart. The motion carried unanimously.

d. Closed Record Hearing – ORD – Rezone Parcel #1-0197-300-0007 from Combined Light Industrial to Commercial General

City Attorney Brown stated, “The purpose of this closed record hearing is for the City Council to consider the pertinent facts, applicable law and to make a final decision on rezoning parcel 1-0197-300-00-7 from combined light industrial to commercial general.

The Appearance of Fairness Doctrine applies to this hearing. That document requires that this hearing be fair, in form, substance and appearance. The hearing must not only be fair, it also must appear to be fair. Therefore, at this time I would like to ask a few questions of the Council.”

Has any member of the Council engaged in communication with opponents or proponents regarding this issue outside of the public hearing process?” There were none.

“Will any member of the Council obtain any financial benefit or suffer a financial loss as a result of the outcome of this hearing? There were none.
Is there any member of the Council who believes that he or she cannot hear and consider this application in a fair and objective manner? There were none. Is there any member of the public, either proponent or opponent of this matter, who objects to the participation of any of the Council Members in hearing this matter?” There were none.

Mayor Gerry opened the closed record hearing at 6:47 p.m.

Senior Planner Weimer presented a recommendation from Staff and the Planning Commission to approve an ordinance rezoning parcel #0197-300-0007 from combined light industrial to commercial general. She noted that both zones will implement the Comprehensive Plan, and the likely outcome of the zoning change at the time of development is difficult to gauge. However, any commercial development will provide economic growth and would likely be less intrusive than light industrial uses. Given the proximity to new high-density residential development, a rezone to commercial is likely a better use of the land. A rezone to commercial may serve as a buffer or transition between the residential development and the possibly more intensive CLI zoned.

There was some concern expressed about what potential uses there could be in the new zoning and the impact it would have on all the new residential around that area.

e. ORD – Rezone Parcel #1-0197-300-0007 from Combined Light Industrial to Commercial General - Senior Planner Weimer presented a recommendation from Staff and the Planning Commission to approve an ordinance rezoning parcel #0197-300-0007 from combined light industrial to commercial general as delineated in item 7d.

ORDINANCE 9-20 – AN ORDINANCE OF THE CITY OF WEST RICHLAND, WASHINGTON, REZONING ASSESSOR’S PARCEL NUMBER 1-0197-300-0007-000, SECTION 1, TOWNSHIP 9 NORTH, RANGE 27 EAST, W.M., CITY OF WEST RICHLAND, BENTON COUNTY, WASHINGTON

Councilor Buel moved to approve file No. RZ 2019-04, to rezone Parcel Number 1-0197-300-0007-000 from Combined Light Industrial (CLI) to Commercial General (CG) based upon the conclusions and findings contained within the staff report, seconded by Councilor Fetto. The motion carried by 5-1 vote:

Yes: Councilors Bloom, Buel, Fetto, Moran, Smart
No: Councilor Brown

8. Unfinished Business – There was no unfinished business.

9. New Business – There was no new business.

10. Citizens Public Comment

Jessica Wadsworth, member of Local Union 348 commented that it is important to hire local contractors and workers from the community. She recommends a Community Workforce Agreement (CWA). These agreements result in stipulations in the contracts stating work will be done with local worker and have a percentage of veterans, apprentices and local contractors with good safety records. She also recommends Apprenticeship Utilization Requirements (AUR) which require a certain percentage of apprentices.
Mike Bosse’, Business Manager for Operating Engineers agreed with Ms. Wadsworth regarding the Apprenticeship Utilization Requirements and Community Workforce Agreement. These would allow the city to put the specific language in Public Works Requests for Bids.

Darrin Perna said his property taxes have been rising and this year they increased by over $7,000. He can’t afford this and is concerned about the large increase. He also commented on the high ground water issue and said he doesn’t agree it is caused by over irrigating. He said there hasn’t been any irrigating since October and 58th still has water on the surface. He said the city should test their water mains.

Tamara Escamilla also commented on the increase in property taxes and the way properties are assessed. She has two identical rental properties in the same area and one was assessed higher than the other.

11. Announcements, Reports & Comments

a. Council Reports

Councilor Fetto appreciated the City Council retreat that was held on February 28.

Councilor Bloom, responding to Mr. Perna’s comment regarding water on 58th, said that street is 40 feet lower than where the high water problem is and it is an irrigation probably with people uphill irrigating and it runs down. He responded to the property tax comment and said the reason the assessments went up is because the lots in that area are selling for a lot more and the housing market in general has increased in prices.

Councilor Smart agreed that the economy and how much properties are selling for have created the high assessments. He also urged everyone to get involved and pay attention to what the city is doing and what they are spending money on because those sometimes affect the property taxes.

Councilor Moran agreed that everyone should get involved with elected officials, including county commissioners, etc. She attend the BFCOG meeting and they approved a letter asking the governor to expand the BFCOG boundary area. She announced a Joint Transportation Joint Committee meeting on June 23.

b. Staff Reports

Finance Director Platt reminded council of a workshop being held on Tuesday, March 10 which will include a presentation by Mid-Columbia Library Executive Director Kyle Cox.

Public Works Director Slade commented on the Public Hearing on Section 6 and 8 Offers of Dedication held on November 18, 2019. Staff compiled a summary of the comments received that evening and those received via email. The summary also includes staff’s responses. The comments will be emailed to council and put on the city website on Wednesday, March 4. He will also provide notice to all those he received comments from that the information is on the website. An ordinance on the Section 6 and 8 Offers of Dedication will be presented to council for action at
the March 17 City Council meeting. He also reported on the meetings held with legislators during a lobbying trip he attended with Mayor Gerry and Benton REA.

Community Development Manager Mendenhall attended and presented on the growth in West Richland at the TRIDEC Economic Outlook event.

Chief Majetich commented on the Metro report the Mayor provided to Council Members.

12. Executive Session – Council adjourned to a 30 minute executive session on real estate per RCW 42.30.110(b)(c) at 7:42 p.m. with no action to follow.

The executive session was extended 10 minutes.

The meeting reconvened at 8:25 p.m.

13. Adjournment – The meeting was adjourned at 8:25 p.m.

______________________________________________
Brent Gerry, Mayor

______________________________________________
Julie Richardson, City Clerk
### WEST RICHLAND AGENDA ACTION ITEMS

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<th>SUBJECT:</th>
<th>ORD 6-20 Accepting and Declining Offers of Dedication of Rights of Way Contained in Certain Land Patents for Section 6 and Section 8</th>
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<tr>
<td>ACTION NEED</td>
<td>Execute Contract</td>
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<tr>
<td>Pass Resolution</td>
<td>Pass Ordinance</td>
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<td>Pass Motion</td>
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<th>ATTACHMENTS:</th>
<th>Ordinance 6-20 Accepting and Declining Offers of Dedication of Rights of Way Contained in Certain Land Patents for Section 6 and Section 8 (with Exhibits A &amp; B)</th>
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Exhibits available at: https://www.westrichland.org/section-6-and-section-8-offers-of-dedication/

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<tr>
<th>BACKGROUND INFORMATION:</th>
<th>In the mid 1950s, the Federal Government created lots in Section 6 and Section 8. These lots were established via federal land patents with 33’ roadway and utility right of way reservations typically around the boundaries of each lot. The City construes these right of way reservations as offers of public dedication.</th>
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In early 2018, the City embarked on a public process to formally accept portions of the offers of dedication contained in the BLM federal land patents for lots located in Willamette Heights Section 6 and for Section 8 within the city limits. Portions of the offers of dedication that are not formally accepted, or that have not been previously accepted by the City, will be declined. If declined, the City will no longer deem these portions to be valid offers of dedication for future public use.

The City’s staff has drafted exhibits for each lot in Willamette Heights Section 6 and Section 8 within the city limits showing the portions of the BLM offers of dedication the City formally plans on accepting for the City’s existing and planned roadways and infrastructure.

October 8, 2019, City staff conducted a public information open house meeting on this subject. Owners of affected lots were provided an opportunity to raise questions of both a general nature and also regarding how the City’s proposed action would affect specific individual lots.

The City Council held a public hearing on November 19, 2019 so that interested residents may provide comments and input on this subject and may also seek information from the City on its process of analyzing the BLM offers of dedication prior to formal action of the City Council on this issue.

<table>
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<th>SUMMARY:</th>
<th>Following the November 19, 2019 public hearing, staff reviewed and summarized comments received. A summary of the comments received along with staff’s responses was posted on the City’s website on March 4, 2020. Also posted on the City’s website was a summary of any changes made to the exhibits for the individual lots. This was mentioned during staff reports during the March 3, 2020 City Council meeting by PW/CD Director Slade. City staff also provided notice, via email or mail notice, to those parties that provide comments during the November 19, 2019 public hearing of the aforementioned information being placed on the City’s website.</th>
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The City’s adoption of the attached ordinance with exhibits A and B is the best way to respond to the offers of dedication to promote orderly future development of the City, as well as accommodate public infrastructure, the needs of the City’s franchise holders, and other purposes in support of the general public health, safety, and welfare.
RECOMMENDATION:
Staff recommends Council adopt Ordinance __-20 accepting and declining offers of dedication of federal land patents for Section 6 and Section 8.

ALTERNATIVES:
As amended by Council.

FISCAL IMPACT (Indicate amount, fund and impact on budget):
None

MOTION:
I move to adopt Ordinance __-20 accepting and declining offers of dedication of federal land patents for Section 6 & 8.
CITY OF WEST RICHLAND
ORDINANCE NO. ___-20

AN ORDINANCE OF THE CITY OF WEST RICHLAND, WASHINGTON, RELATING TO RIGHTS OF WAY; RECOGNIZING RESERVED RIGHTS OF WAY CONTAINED IN LAND PATENTS ISSUED BY THE UNITED STATES OF AMERICA; AND ACCEPTING AND DECLINING OFFERS OF DEDICATION OF CERTAIN OF SAID RIGHTS OF WAY.

WHEREAS, the City of West Richland, Washington, (the "City") was incorporated on June 17, 1955. At or about the time of incorporation the City encompassed lands identified as Section 6 and a portion of Section 8, Township 9 North, Range 28 East, Willamette Meridian, or has subsequently annexed said lands after the date of incorporation, which lands are commonly referred to as "Willamette Heights" and are referred to hereinafter as "Section 6" or "Section 8" as the context may require; and

WHEREAS, many if not all of the lots contained in said Section 6 and Section 8 were acquired by their present owners, or the predecessors in interest of the present owners, by patents issued by the United States of America. These patents were authorized by several Acts of Congress, including as approved on June 1, 1938, (52 Stat. 609) which is commonly referred to as the "Small Tract Act"; and

WHEREAS, Section 6 was formally platted into lots and access roads, which plat contained on its face a dedication of roads and public utilities easements and which plat was accepted by Benton County on or about August 22, 1955, and filed for record as AFN 354587; and

WHEREAS, the City identified and adopted local roadway plans for Section 6 and Section 8 as early as 1993, which plans have subsequently been amended in 1999, August 2006, April 2014, April 2018 and on November 5, 2019 (as to Section 6) and in 1999, December 2006, July 2011, August 2012, January 2013, January 2018, April 2018 and on July 17, 2018 (as to Section 8); and

WHEREAS, on July 17, 2018, the City Council passed Ord. No. 19-18, formally adopting local roadway plans for Section 8, in order to further confirm a logical unified road system that utilizes previously established travel routes, respects topography, and prevents unnecessary roads from being created; and

WHEREAS, on November 5, 2019, the City Council passed Ord. No. 33-19, formally adopting local roadway plans for Section 6, in order to further confirm a logical unified road system that utilizes previously established travel routes, respects topography, and prevents unnecessary roads from being created; and
WHEREAS, from time to time the City has been asked by persons who own or who have an interest in real property in Section 6 or Section 8 to identify a process for vacating rights of way created by the Small Tract Act, particularly in circumstances where the rights of way are not integral to the City's roadway plans and also are unlikely to have any purpose for the City's future needs for roadway or public utilities. Because of uncertainty regarding the technical legal nature of the right of way reservations in the patents for Section 6 and Section 8, and the lack of a comprehensive assessment of the City's needs for the right of way reservations in the patents for Section 6 and Section 8, the City has usually taken the position that no mechanism exists for vacating said rights of way; and

WHEREAS, an offer of dedication for roadway and public utilities purposes, after acceptance by the City, constitutes a valid easement interest which may then be abandoned or vacated by the City pursuant to RCW 35A.11.020 and other applicable state and local law; and

WHEREAS, the City construes the right of way reservations in the patents for Section 6 and Section 8 as offers of public dedication, some of which have heretofore been accepted pursuant to various actions in reliance thereon constituting common law acceptance of said offers of dedication; and

WHEREAS, the City has undertaken a lengthy process of identifying offers of dedication in Section 6 and Section 8 in addition to the aforementioned local roadway plans that should be formally accepted because of their importance to orderly future development of the City, as well as accommodation of public infrastructure, the needs of the City's franchise holders, and other purposes in support of the general public health, safety, and welfare; and

WHEREAS, the City’s determination herein to not accept offers of dedication regarding certain right of way reservations in the patents for Section 6 and Section 8 will help achieve benefits for the public interest by clarifying the City’s interests in said rights of way. As a result, this action will promote opportunities to use the areas of said rights of way for other purposes; and

WHEREAS, this ordinance does not contain any provision that is intended to, or will, affect the terms of any United States patent or otherwise affect title to any lands in Section 6 or Section 8, including any prior dedications based on the platting of Section 6, offers of dedication in the patents for Section 6 and Section 8 previously accepted pursuant to various actions in reliance thereon constituting common law acceptance of said offers of dedication, and any vacations formally approved by the City in either Section 6 or Section 8, except to the extent specifically stated herein as a matter of local action accepting or rejecting certain offers of dedication affecting the patents for Section 6 and Section 8; and

WHEREAS, the City proposed adoption of an ordinance to accept and reject certain offers of dedication in Section 6 and Section 8 as an action of the City pursuant
to the State Environmental Policy Act, Ch. 43.21C RCW ("SEPA"). The City’s Public Works Department prepared a SEPA checklist for said action dated August 26, 2019. After reviewing the SEPA checklist, the City’s Community Development Department issued a determination of non-significance dated August 29, 2019, which also gave public notice of a 14-day comment period. The comment period closed on September 12, 2019; and

WHEREAS, the City conducted a public open house informational meeting on October 8, 2019, during which time City staff were available to answer questions about this process and its intended effects; and

WHEREAS, the Council on November 5, 2019 adopted resolution 38-19 establishing a public hearing date of November 19, 2019 for acceptance of offers of dedication for Section 6 and Section 8; and

WHEREAS, the Council conducted a public hearing to consider the actions set forth herein on November 19, 2019, at which public comment was accepted; and

WHEREAS, the City Council has determined that the actions set forth herein are consistent with the goals and policies of the City’s comprehensive plan; and

WHEREAS, the City Council has determined that the actions set forth herein are in the best interests of the general public health, safety, and welfare;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON, do hereby ordain as follows:

Section 1: Recognition of reserved easements: The City hereby recognizes and ratifies all rights of way set forth in the land patents issued by the United States of America for roadway and public utilities purposes to the full width stated in said patents for Section 6 and Section 8, Township 9 North, Range 28 East, Willamette Meridian; provided, however, that nothing in this ordinance is intended to affect, or in any way does affect, any lands in said Section 8 outside of the territorial limits of the City on the date hereof.

Section 2: Nondisturbance of plat dedications for Section 6: By Benton County’s acceptance of the plat for Section 6 in 1955, a completed dedication occurred in accordance with the terms on the face of said plat. The City does not hereby disturb or alter in any way the status of any dedications set forth on the face of the plat for Section 6, Township 9 North, Range 28 East, Willamette Meridian.

Section 3: Accepted offers of dedication for Section 6 and Section 8: The City hereby accepts the offers of dedication set forth in the patents issued by the United States of America for rights of way for roadway and public utilities purposes to the full width stated in said patents for Section 6, Township 9 North, Range 28 East, Willamette Meridian as more fully set forth in the attached Exhibit A. The City hereby accepts the
offers of dedication set forth in the patents issued by the United States of America for rights of way for roadway and public utilities purposes to the full width stated in said patents for Section 8, Township 9 North, Range 28 East, Willamette Meridian as more fully set forth in the attached Exhibit B.

Section 4: Declined offers of dedication for Section 6 and Section 8: Provided, however, the City declines the offers of dedication set forth in the land patents issued by the United States of America for rights of way for roadway and public utilities purposes in said patents for Section 6 and Section 8, Township 9 North, Range 28 East, Willamette Meridian, which are not specifically identified as set forth in the attached Exhibits A and B.

Section 5: Severability: If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6: Effective date: This ordinance shall take effect and be in force five days after publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON, at a regular meeting thereof this 17th day of March, 2020.

________________________
Brent Gerry, Mayor

ATTEST:

________________________
Julie Richardson, City Clerk

APPROVED AS TO FORM:

________________________
Bronson Brown, City Attorney

Publication Date: ____________

Ordinance ___-20
## WEST RICHLAND AGENDA ACTION ITEMS

<table>
<thead>
<tr>
<th>AGENDA ITEM:</th>
<th>TYPE OF ACTION NEEDED</th>
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<tr>
<td><strong>MEETING DATE:</strong> March 17, 2020</td>
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<tr>
<td><strong>SUBJECT:</strong> Adoption of the City’s Public Participation Plan for the 2020-2021 Shoreline Master Program (SMP) Periodic Update</td>
<td></td>
</tr>
<tr>
<td>Execute Contract</td>
<td>Consent Agenda</td>
</tr>
<tr>
<td>Pass Resolution</td>
<td>X</td>
</tr>
<tr>
<td>Pass Ordinance</td>
<td>1st Discussion</td>
</tr>
<tr>
<td>Prepared by: Eric Mendenhall, CD Manager</td>
<td></td>
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<tr>
<td>Pass Motion</td>
<td>X</td>
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<tr>
<td>Reviewed by: Roscoe C. Slade III, PW/CD Director Brent Gerry, Mayor</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Other</td>
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</tbody>
</table>

**ATTACHMENTS:**
A resolution and the proposed Public Participation Plan are attached to this staff report.

**BACKGROUND INFORMATION:**
The City of West Richland (City) is reviewing and updating its Shoreline Master Program (SMP) to be consistent with the state Shoreline Management Act (SMA) and related SMP Guidelines (RCW 90.58 and WAC 173-26, respectively). The City’s Shoreline Master Program was last adopted (following amendments) on March 1, 2016. The SMA requires any jurisdiction that contains “shorelines of the state” within its boundaries to review and revise its SMP if needed, on an eight-year schedule established by the Legislature. The schedule directs Benton County and all of its Cities to complete periodic reviews by June 30, 2021.

The SMA and SMP guidelines require local governments to encourage active and early participation in the SMP review and update by all persons, private groups, public agencies, and tribes that have an interest or responsibility related to shorelines of the state.

The SMP update is being funded by an Ecology grant in the amount of $16,800.00. The City has selected AHBL (the consultant who worked on the previous SMP update) to assist with this update.

**SUMMARY:**
AHBL has prepared a draft Public Participation Plan, ready for the City to consider for adoption for the SMP update.

**RECOMMENDATION:**
Staff recommends that Council pass the resolution adopting the Public Participation Plan, and announcing that the update process has begun.

**ALTERNATIVES:**
As amended by City Council.

**FISCAL IMPACT (Indicate amount, fund and impact on budget):**
The City has received a grant from Ecology that will fund the update.

**MOTION:**
I move to adopt Resolution ____-20, adopting the SMP Public Participation Plan.
CITY OF WEST RICHLAND
RESOLUTION NO. ___-20

A RESOLUTION OF THE CITY OF WEST RICHLAND, WASHINGTON, BEGINNING THE PERIODIC UPDATE TO THE CITY'S SHORELINE MASTER PROGRAM, AND ADOPTING A PUBLIC PARTICIPATION PLAN FOR THE UPDATE

WHEREAS, the City of West Richland (City) is reviewing and updating its Shoreline Master Program (SMP) to be consistent with the state Shoreline Management Act (SMA) and related SMP Guidelines (RCW 90.58 and WAC 173-26, respectively); and

WHEREAS, the City's Shoreline Master Program was last adopted on March 1, 2016; and

WHEREAS, The SMA requires any jurisdiction that contains "shorelines of the state" within its boundaries to review and revise its SMP if needed, on an eight-year schedule established by the Legislature; the schedule directs Cities in Benton County to complete periodic reviews by June 30, 2021; and

WHEREAS, the SMA and SMP guidelines require local governments to encourage active and early participation in the SMP review and update by all persons, private groups, public agencies, and tribes that have an interest or responsibility related to shorelines of the state; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON, does hereby resolve that the City is officially commencing an update to the City's adopted SMP, and adopts the attached Public Participation Plan, to be used for the update process.

PASSED by the City Council for the City of West Richland, Washington, this 17th day of March, 2020.

ATTEST:

________________________
Brent Gerry, Mayor

________________________
Julie Richardson, City Clerk

APPROVED AS TO FORM:

________________________
Bronson Brown, City Attorney
City of West Richland Shoreline Master Program Update

Public Participation Plan

DRAFT
REVISED MARCH 10, 2020
I. Introduction

The City of West Richland (City) is reviewing and updating its Shoreline Master Program (SMP) to be consistent with the state Shoreline Management Act (SMA) and related SMP Guidelines (RCW 90.58 and WAC 173-26, respectively). The City's Shoreline Master Program was last adopted (following amendments) on March 1, 2016. The SMA requires any jurisdiction that contains “shorelines of the state” within its boundaries to review and revise its SMP if needed, on an eight-year schedule established by the Legislature. The schedule directs Benton County and all of its Cities to complete periodic reviews by June 30, 2021.

The SMA and SMP guidelines require local governments to encourage active and early participation in the SMP review and update by all persons, private groups, public agencies, and tribes that have an interest or responsibility related to shorelines of the state. The City has developed this Public Participation Plan to meet State requirements for public involvement in the update process, and to address the priorities and issues specific to the City.

II. Public Participation Goals and Objectives

The overall goal of this Public Participation Plan is to build support for timely adoption of a quality SMP amendment. The Public Participation Plan will support the overall objectives of SMA by achieving specific desired outcomes, which include:

- A public involvement process that provides timely information to the public on the purpose of the SMP update and how the update process works;
- Public meetings designed to provide opportunities for all interested parties to be heard, and for people to listen and learn from one another;
- Broad participation of all interested groups and individuals regardless of point of view;
- Consideration of recommendations from neighboring jurisdictions, federal and state agencies, and Native American tribes;
- A transparent process which clearly documents all public input and makes it available for any and all to review; and
- Consideration of all participant viewpoints, even if views are not reflected in the outcomes.

III. Public Participation Plan Themes

The following project themes will guide the overall outreach program and be promoted through communication materials and opportunities facilitated by City staff, Planning Commission, City Council members, and AHBL.
- **Required by State Laws and Rules:** The SMA requires the SMP update. It is subject to the SMA and Ecology Administrative Rules (SMP Guidelines WAC 173-26). The City must undertake this effort or the State will do so in its stead.

- **State and Local Partnership:** The SMP is a partnership between local governments and Ecology. The City develops the SMP, but both the local government and Ecology must approve it. The City received state grant funding to do this work and it must adhere to the requirements of the grant agreement.

- **Promoting the Local Vision:** State law and rules dictate what shoreline elements are required, provide direction for local policies and regulations, and the minimum standards for most areas. However, there are varying degrees of latitude in several elements that allows particular attention to be paid to the vision the City has for its shorelines.

- **The Benefits of the SMP:** The SMP emphasizes not only the protection of shoreline functions, but also the development of public access and water-oriented uses. As such, the SMP must promote both human needs and environmental conservation. By requiring no net loss of current function and promoting restoration through non-regulatory means, the SMP will ensure future generations can also benefit from shoreline resources.

- **Balanced Plan, Honest Broker:** The goal of the SMP Update is to create a balanced plan for shoreline utilization and protection. City staff and AHBL will inform the community what is required under the SMA and SMP Guidelines, identify those areas where the community has greater latitude for promoting the local vision, clarify erroneous information, and create collaborative solutions that respond to community needs, and balance the interests of stakeholders.

- **Convenient Access and Participation by All:** Easy, convenient, and equal access to information for all interested parties is essential to the process. City staff and AHBL will ensure that information, both background and substantive regulatory proposals, is easy to obtain, timely, pertinent, and available in both electronic and paper formats.

- **Transparent Decision Making Process:** Public input on the Draft SMP will be documented and considered. The rationale behind decisions will be communicated. Decision-making will be open, transparent, and public.

### IV. Guiding Principles

The following is a list of guiding principles that will direct the public participation process for updating the SMP:

1. Communicate the purpose, scope, and objectives of the SMP throughout the duration of the update process (i.e.: schedule, decision milestones, progress, and involvement opportunities).
2. Conduct public involvement consistent with the goals and policies of the City’s Comprehensive Plan, the SMA, and the principles of transparent and open government.
3. Seek out and use input from local stakeholders about opportunities and problems, rather than solely relying on the opinions of technical experts.
4. Define and effectively communicate the roles and interests of all participants.
5. Keep all written communication clear, concise, objective, and free of technical jargon.
6. Use the City's website, mailings and newsletters, and other media to provide and distribute general information to the public.
7. Communicate and distribute information/feedback regularly to participants, and at intervals to interested/affected parties. Follow-up would occur by:
   • Informing affected/interested parties of outcomes;
   • Continuously evaluating the process to identify successes and shortcomings, and communicate results to participants; and
   • Evaluating the public participation process for effectiveness with community relationships and on perceptions of effectiveness of the process.
8. Use community resources and energies effectively and efficiently, and consider the relative cost-effectiveness of alternative techniques to achieve objectives.

V. Stakeholders

The Public Participation Plan establishes a process designed to reach all audiences that may have an interest in the update process as well as other groups and individuals, including those who may not yet have an interest or feel compelled to participate. It is important to engage an array of stakeholders in order to encourage awareness, understanding, and involvement in the process. The City has identified the following broad groups of stakeholders that are important to contact and engage:

- **General public:**
  - City residents
  - Local businesses and employees
  - Park users
  - Local boaters and recreationists
  - Other citizens of the State

- **Property owners:**
  - Residential property owners
  - Businesses
  - Farmers
  - Governmental agencies

- **Business organizations, environmental groups, and other non-governmental organizations:**
  - Home Builders Association of Tri-Cities
  - West Richland Area Chamber of Commerce
  - Futurewise

- **Tribes that own property and/or have rights to usual and accustomed places and natural resources:**
  - Confederated Tribes and Bands of the Yakama Nation
  - Confederated Tribes of the Umatilla Indian Reservation

- **Government Agencies:**
  - Yakima Basin Clean Water Partnership
  - US Bureau of Reclamation
o Washington State Department of Fish and Wildlife
o Washington State Department of Transportation
o Washington State Department of Natural Resources
o Washington State Department of Ecology
o Army Corps of Engineers
o Federal Emergency Management Agency
o United States Forest Service
o National Oceanic and Atmospheric Administration Fisheries Service
o Neighboring jurisdictions (e.g., City of Richland and Benton County, especially their shoreline planners)

- Utilities and Transportation:
  o City of West Richland Public Works Department
  o Columbia Irrigation District
  o Kennewick Irrigation District
  o Benton Rural Electric Association
  o Bonneville Power Administration
  o Cascade Natural Gas
  o Port of Kennewick

- Media:
  o Tri-City Herald Newspaper (Kennewick)
  o KFAE 89.1 FM, KONA 610 AM, and KFLD 870 AM
  o KVEW ABC (Kennewick), KNDO NBC (Yakima), and KEPR CBS (Pasco)

Outreach activities are designed to keep these groups informed and updated on key meetings, decision-making milestones, and overall project progress. The public involvement process is designed to prevent last minute surprises and to avoid the inaccurate perception that specific groups have been discouraged from participating or have not been adequately informed. City staff will contact all of the groups listed above, but will engage certain stakeholder groups to greater or lesser degrees based on their demonstrated level of interest and involvement.

VI. Public Participation Opportunities

A. Communication Program

The City will communicate with the public continuously throughout the process to ensure that the broader population is informed and has meaningful opportunities to participate. Some key elements of this program include:

**Website:** The City will use their website, [www.westrichland.org](http://www.westrichland.org), to allow for interested citizens to access draft documents and maps, view the project schedule, check for meeting notices and materials, see submitted public comments, obtain contact information, and submit comments.

**Direct Mailings and Public Notices:** At the beginning of the project, postcards will be send to all residents owning property within or near shoreline jurisdiction, providing notice of the project’s launch and giving instructions on how to sign up for the mailing list that will be
used through the update. Notices of workshops, public hearings, and milestones will be placed on the project website, local jurisdiction websites, and published in the local newspaper (Tri-City Herald). A mailing list (email addresses) of interested parties will be maintained and updated to keep the public informed throughout the SMP update process. Email notices will be sent to all parties on the mailing list. State agencies and affected governments will be notified of key milestones in writing via US Mail.

**Comment Forms:** Comment forms will be made available at public facilities, such as City Hall and the West Richland library, as well as on the City’s website. All comments will be recorded, and responses will be made available to the public.

**Media Releases:** Media releases will be issued at key points during the process, e.g. when Draft SMP documents are available for review, to keep the public informed of events and progress.

**Meetings with Interest Groups:** To the extent feasible, the City will make staff available to meet with interest groups to discuss the project.

A log of public involvement activities will be created and updated by AHBL with input from the City as communications occur over the course of the SMP update process.

**B. Formal Public Meetings: Planning Commission and City Council**

The City Planning Commission will hold an Open House to provide initial public education and solicit input on high-priority issues and concerns regarding the SMP Update. The Open House will be held prior to development of draft SMP policies and it will offer specific education on the following topics:

- SMA/SMP Updated Requirements and the degree of local control
- Property rights and guidance from the Washington State Attorney General
- Shoreline ecology and human impacts

The City will invite representatives from city agencies; regional organizations; state agencies, including Ecology and the Attorney General’s Office; Federal agencies; and Tribal staff who will provide technical and scientific advice on shoreline management issues. The City may also consider collaborating with local institutions (public libraries, churches, and community clubs) and regional organizations to distribute educational materials to local constituents.

If necessary, one additional public open house could occur to receive input on the Draft SMP. These meetings will be scheduled and located to provide all residents an opportunity to provide their input.

The Planning Commission will also hold a public hearing to discuss the complete draft of the SMP and make a recommendation to the City Council. City staff, as well as Consultant staff, as needed, will attend, and all comments from the public will be documented.
The City Council will hold a joint public hearing with Ecology using the optional joint review process authorized under WAC 173-26-104.

VII. Roles and Responsibilities

This section identifies key parties involved in the public participation process, and their roles and responsibilities. It also identifies how public input will be used and the decision making process that will be followed during the SMP Update preparation and adoption process.

A. City Staff

City staff will manage the SMP Update process, and review draft policies, and regulations developed by the AHBL team. The work of City staff also includes, but is not limited to the following:

- Project management;
- Documenting and keeping records;
- Fulfilling SMP process requirements;
- Coordinating with Ecology;
- Directing the work of consultants; and
- Apprising the Planning Commission, City Council, and interested parties of project progress and key policy and regulatory decisions.

The primary staff contact for the City is:

Eric Mendenhall, Planning Manager  
City of West Richland  
3100 Belmont Blvd.  
West Richland, WA 99353  
emendenhall@westrichland.org  
(509) 967-5902

B. Consultant

AHBL will develop the SMP according to the Ecology Guidelines and direction provided by City staff. Under the oversight of City staff, AHBL will design and execute the public participation plan, including facilitating, as necessary, with City staff, and open houses. AHBL will assist with communication materials, develop presentations, and lead the open house with the help of City staff. In addition, AHBL will develop all of the major documents comprising the SMP Update deliverables, including preparing a SEPA checklist.

C. Planning Commission

The Planning Commission will review proposed SMP policies and regulations and provide feedback. Staff and AHBL will consider this input, and AHBL will revise the SMP as necessary to address identified concerns, where appropriate. As established in state law and local enabling legislation,
the Planning Commission will review the draft SMP, take and consider public input, and make formal recommendations to the City Council. Recommendations are not binding.

D. City Council

As established in state law, the City Council will review the draft SMP, solicit public input, make changes as desired, consider the recommendation of the Planning Commission, and locally adopt the final SMP. The City Council is the legislative body with the final local decision making authority for the local adoption of the SMP.

E. Department of Ecology and the State of Washington

State law establishes a cooperative program of shoreline management between local government and the state. Ecology provides financial assistance, guidance to local governments in preparing the SMP, and provides written comments on draft SMP components. The local government approves its program after a public review and comment period. The local government then sends the SMP to Ecology, which reviews it for consistency with the Guidelines. Ecology must approve the locally approved and submitted master program before it can take effect. To ensure respect for private property rights, local and state legal authorities are required to review a shoreline program before formal adoption.

VIII. Project Timeline (Approximate)

All future dates in the following timeline are tentative and subject to change.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>May 7, 2020</td>
<td>Open House #1, Hosted by the Planning Commission (Note: This may be combined with other topics for discussion with the public)</td>
</tr>
<tr>
<td>May 15, 2020</td>
<td>Complete Draft SMP Text/Map Amendments</td>
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<tr>
<td>May 21, 2020</td>
<td>Planning Commission Briefing (Optional/If Needed)</td>
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<tr>
<td>May 22, 2020</td>
<td>Transmittal of SMP Amendments to Departments of Commerce and Ecology with 60-day Notice of Intent to Adopt</td>
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<tr>
<td>May 22, 2020</td>
<td>Issue SEPA Threshold Determination</td>
</tr>
<tr>
<td>June 11, 2020</td>
<td>Planning Commission Public Hearing*</td>
</tr>
<tr>
<td>June 19, 2020</td>
<td>Complete Final SMP Text/Map Amendments</td>
</tr>
<tr>
<td>July 7, 2020</td>
<td>City Council Briefing (Optional/If Needed)</td>
</tr>
<tr>
<td>July 10, 2020</td>
<td>Issue 30-day Joint Public Notice</td>
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<tr>
<td>July 14, 2020</td>
<td>Submit Application for Initial Determination from Ecology</td>
</tr>
<tr>
<td>August 18, 2020</td>
<td>Joint City Council / Ecology Public Hearing*</td>
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<td>Date</td>
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<tr>
<td>September 11, 2020</td>
<td>Submit Application for Final Determination from Ecology</td>
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<tr>
<td>October 2, 2020</td>
<td>Final Ecology Approval and SMP Adoption</td>
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* Requires Noticing
WEST RICHLAND AGENDA ACTION ITEMS

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<th>AGENDA ITEM:</th>
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<th>TYPE OF ACTION NEEDED</th>
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<tr>
<td>MEETING</td>
<td>March 17, 2020</td>
<td>Execute Contract X Consent Agenda X</td>
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<tr>
<td>SUBJECT:</td>
<td>Amend Cash Management Services Agreement with Bank of the West</td>
<td>Pass Resolution Public Hearing</td>
</tr>
<tr>
<td></td>
<td>Pass Ordinance 1st Discussion</td>
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<tr>
<td>Prepared by:</td>
<td>Jessica Platt, Finance Director</td>
<td>Pass Motion 2nd Discussion</td>
</tr>
<tr>
<td>Reviewed by:</td>
<td>Brent Gerry, Mayor</td>
<td>Other Other</td>
</tr>
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</table>

SFA 3 – Financial & Operational Effectiveness, Stability, and Accountability
Goal 2 – Adopt and maintain a long-term financial plan and supporting policies to ensure financial effectiveness, stability, and accountability

BACKGROUND INFORMATION: The City processes hundreds of check payments each month, mostly for payment of utility bills. Currently, these are all manually entered into the City’s financial software system. To increase efficiency, staff recommends using a check scanning system and image clearing services through Bank of the West. With this new check scanning system, staff anticipates eliminating lock box services in the future with Retail Lock Box. Utility payments that are mailed are sent to the City’s lock box service administered by Retail Lock Box located in Seattle. The City pays approximately $20,000 a year for this service. The City is charged a monthly fee no matter how many payments Retail Lock Box receives. Due to increased mailing time and other payment options, the number of utility payments mailed to Retail Lock Box has declined.

SUMMARY: City staff recommends Council approve an amendment to the Cash Management Services Agreement with Bank of the West.

RECOMMENDATION: Passage of agreement.

ALTERNATIVES: As amended by Council.

FISCAL IMPACT (Indicate amount, fund and impact on budget): The bank fees associated with the scanning system should be a wash, as the City is already paying the bank for check processing services through their cash vault system. The City would no longer utilize the cash vault services for checks and instead use image clearing services. When the City eliminates lock box services with Retail Lock Box, this will be an annual savings of $20,000.

MOTION: I move to amend the Cash Management Services Agreement with Bank of the West.
AUTHORIZATION AND AGREEMENT FOR CASH MANAGEMENT SERVICES

This Authorization and Agreement for Cash Management Services (this "Agreement") is executed by each of the business organizations named below (collectively, the "Business Entities"). Each Business Entity acknowledges that it has received from Bank of the West ("Bank") the Cash Management Terms and Conditions ("Terms and Conditions"), Deposit Account Disclosure for Business Accounts ("Disclosure Booklet"), applicable Schedules of Fees and Charges, applicable User Materials, related documents and disclosures (collectively, the "Disclosure Agreement") pertaining to the provision of one or more Cash Management Services (collectively "Services") by Bank to the Business Entities. Each Business Entity agrees that the Services obtained from Bank are subject to this Agreement, the Terms and Conditions, and the Disclosure Agreement, as those documents currently exist and may be added to, deleted from or otherwise changed from time to time in the future. Each Business Entity expressly acknowledges and agrees that if it has any electronic services, amendments to the Terms and Conditions and the Disclosure Agreement may be delivered or posted electronically, as is further disclosed in the Terms and Conditions. Capitalized terms used in this Agreement, not otherwise defined, have the meanings given to them in the Terms and Conditions.

Multiple Entity Cash Management Services Linking - Check if applicable [ ]

Each of the undersigned Business Entities hereby authorizes the linking of its accounts with all of the below-named Business Entities for the selected Services. Each of the undersigned Business Entities hereby appoints the Business Entity first listed below ("Principal Business Entity") to act as the attorney in fact for such Business Entity with respect to all matters concerning Services with Bank, such authority specifically, but without limitation, including the right to: (1) establish, continue, modify, and terminate an account, Service or other banking arrangement made by or on behalf of Business Entity; (2) contract to procure other such Services available from Bank as Principal Business Entity considers desirable; (3) receive bank statements, vouchers, notices, and similar documents from a financial institution and act with respect to them; and (4) designate a person(s) ("Designee(s)") to act with respect to the Services. This power of attorney is coupled with an interest.

The undersigned intend that Bank treat all Business Entities as one entity for purposes of the Services provided pursuant to this Agreement. Specifically and without any limitation intended, each Business Entity specifically authorizes all deposit [and other] accounts of each Business Entity to be linked together for Account Analysis purposes, linked in the Deposit Concentration Service, linked in the Zero Balance Accounting Service, linked in access via our Online Banking Service through any website owned, operated, controlled, or maintained by Bank or any of its affiliates, without restriction. The accounts so linked may include, without limitation, deposit accounts (for example and without limitation, savings, checking, money market, certificates of deposit), credit accounts (for example and without limitation, lines of credit, credit cards, loans, leases), investment and brokerage accounts (for example and without limitation, mutual funds, stocks, securities, annuities) and any and all other accounts that we may now or in the future hold for or on behalf of any named Business Entity.

Each Business Entity represents with respect to the individual who executes this Agreement on its behalf ("Designee") that the Designee is an authorized signer for the Business Entity. Each Business Entity agrees that:

- Any Designee is authorized to access any account of any Business Entity named in this Agreement when such access is accomplished electronically via any Service provided in accordance with this Agreement.

- Each Designee shall further be entitled to access and control all such accounts singly via the Service without regard to any multiple signer designations, requirements, or restrictions that might otherwise be applicable to a specific account but for this Agreement. Such access includes, without limitation, the ability to: (1) control such accounts electronically; (2) view or initiate transactions including, without limitation, withdrawals; (3) deposit and transfer money; (4) generally perform all types of electronic transactions to and from each account of each Business Entity; and (5) further authorize other users to access the accounts to perform similar functions (under the control of such persons authorized hereunder).

Each Business Entity acknowledges and agrees that the linking of its business account(s) through the designated Services as contemplated in this Agreement could subject each of the Business Entities (individually or collectively) to claims involving or arising out of the commingling of funds, and each
Business Entity hereby assumes all of the risks involved. Each Business Entity further acknowledges and agrees that, for purposes of Online Banking, the granting of access to the deposit accounts of each Business Entity by way of a single identification number and password is provided by Bank only at the request and for the convenience of each Business Entity. Each Business Entity, individually and collectively, agrees to indemnify, protect, hold harmless and defend Bank from and against any and all claims, demands, damages, expenses, liabilities or costs (including attorneys' fees, professional fees and court costs), of whatever kind or nature whatsoever, in connection with or arising from allowing any of the accounts belonging to each Business Entity to be linked to one another for access via the Services or from the provision of the Services.

There are no additional pages attached to this Agreement, which contain additional Business Entities whose accounts and services may also be linked to the accounts of the Business Entities reflected on this page.

**Cash Management Service(s) Requested**

- Account Analysis Service
- Account Reconciliation Services
- ACH Blocked Service
- Assured Access Card TM Services
- Cash Vault Services
- Controlled Disbursement
- Deposit Concentration Service
- Direct Delivery of Checks Service
- DirectPay Manager
- Electronic Commerce Service
- Electronic Deposit Service
- Image Clearing Services
- ImageExpress Services
- Online Banking Services
- Payment Orders ACH
- Payment Orders Wires
- Positive Pay Services
- RemittanceBanking Services (LockBox)
- Remote Cashier's Check Service
- SecureDirect Banking Integration
- Sweep Services
- Tax Direct Services
- Third Party Depository Services
- Zero Balance Accounting Services

Each Business Entity understands that use of any Service is subject to: (1) Bank’s receipt of any required information and documentation; (2) Bank’s approval; and (3) each Business Entity’s completion of any testing or training requirements.

The undersigned Designee, and each of them, is an officer, owner, principal or other authorized individual of the Business Entity on whose behalf the Designee is acting. The undersigned Business Entity and Designee represent and warrant that the Business Entity on whose behalf the Designee is acting has taken all action required by its organizational or constituent documents to authorize the undersigned Designee to execute and deliver this Agreement and any other documents Bank may require with respect to a Service, and to provide to Bank instructions, and to designate employees and agents to act in the name of and on behalf of the Business Entity regarding the Services and any and all accounts affected by any Service obtained on behalf of the Business Entity.

**BUSINESS ENTITIES JOINING IN CASH MANAGEMENT SERVICES**

**PRINCIPAL BUSINESS ENTITY**

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<td>Printed Signer’s Name</td>
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<tr>
<td>City of West Richland</td>
<td>Jessica Platt</td>
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<tr>
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<td>Title</td>
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| Authorized Signature | Finance Director |

**Tax Identification Number:**

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<th>Printed Signer’s Name</th>
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</thead>
</table>

| Authorized Signature | Title |

---

**BANK OF WEST**

Page 2 of 3  Revision Date 05/01/13
CORPORATE/ASSOCIATION RESOLUTION

RESOLVED: The (Title) (Name) (Title) (Name) or (Title) (Name) of this Corporation is authorized to enter into any cash management services agreements with Bank of the West, to designate from time to time persons, in such number as may be directed, to manage any cash management service and otherwise give instructions regarding this organization’s cash management service(s).

RESOLVED further that the authority conferred is in addition to any other authorizations in effect and shall remain in force until Bank receives written notice of its revocation at the office where the account is maintained or at such other location as Bank may direct.

CERTIFICATION

I certify that this resolution was adopted by this organization in accordance with law and its charter documents at a meeting duly held by this organization’s governing body, and is now in effect. I certify that all of the signatures on the reverse are genuine and are those of person(s) who are authorized to execute the form who has such title as is listed above. I further certify that I have full authority to execute this certification. Bank of the West is entitled to rely upon this certification until written notice of its revocation is delivered to Bank of the West.

Dated

Signature

PRINT NAME/TITLE (Must be Secretary or Assistant Secretary)

For Bank Use Only

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<tr>
<td>Name:</td>
<td>Name: Madelyn Stasko</td>
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<tr>
<td>Title:</td>
<td>Title: Sr. Cash Mgmt Sales Consultant, VP</td>
</tr>
<tr>
<td>Office/Unit:</td>
<td>Date:</td>
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## WEST RICHLAND AGENDA ACTION ITEMS

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<td>TYPE OF ACTION NEEDED</td>
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<td>SUBJECt:</td>
<td>RES - Setting public hearing date to consider a utility easement relinquishment (EV 2019-14 Jensen)</td>
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<tr>
<td>Prepared by:</td>
<td>Emily Weimer, Senior Planner</td>
</tr>
<tr>
<td>Reviewed by:</td>
<td>Brent Gerry, Mayor</td>
</tr>
<tr>
<td></td>
<td>Eric Mendenhall, Community Development Manager</td>
</tr>
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<td>Other</td>
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### COUNCIL STRATEGIC FOCUS AREA:
- SFA 1 – Community Economic Vitality, Competitiveness, & Diversity
  - Goal 2: Improve economic vitality and competitiveness through implementation of the economic development strategic plan.
- SFA 3 – Financial & Operational Effectiveness, Stability and Accountability.
  - Goal 1: Conduct City Operations using best management practices.

Attachments: (1) Resolution #20 Setting public hearing date; (2) Application Materials.

### SUMMARY:
The City Council is required to hold a public hearing to consider an easement relinquishment request per RCW 35.94.040. The enclosed resolution establishes the April 21, 2020 City Council meeting as the time for a public hearing on the public utility easement relinquishment application EV 2019-14 (Jensen).

Patrick Jensen submitted an application for a utility easement relinquishment, along with the applicable fee. The easement is located at 3522 Eastlake Dr., a portion of Lots 16, 17, and 18 of the Lakes (Parcel No.: 1-1798-102-0001-017). The lot contains a 10’ utility easement per the plat of The Lakes. The legal description and exhibit are included the Resolution (Attachment 1).

Per WRMC 12.60, each city department, as well as Benton County Fire District No. 4, the city attorney, and the mayor have approved the relinquishment request.

### RECOMMENDATION:
Staff recommends that City Council pass a resolution setting the date of a public hearing to consider Mr.
Jensen’s utility easement relinquishment request on April 21, 2020.

**RECOMMENDED MOTION:**
I move to pass Resolution ___-20 setting April 21, 2020 as the date for a public hearing on easement relinquishment request File EV 2019-14.
ATTACHMENT 1
Draft Resolution

3/17/20 City Council Packet
EV 2020-14 Jensen
CITY OF WEST RICHLAND
RESOLUTION NO. ___-20

A RESOLUTION OF THE CITY OF WEST RICHLAND, WASHINGTON, SETTING THE PUBLIC HEARING DATE TO CONSIDER A UTILITY EASEMENT RELINQUISHMENT

WHEREAS, Mr. Jensen has submitted an application for a utility easement relinquishment / vacation for a public utility easement on Parcel Number 1-1798-102-0001-017;

WHEREAS, the RCW 35.94.040 states that a legislative authority may cause for lands, property, or equipment originally acquired for public utility purposes that is found to be surplus to the city's needs and is not required for providing continued public utility service may be conveyed; and

WHEREAS, the RCW 35.94.040 further states that the legislative authority must take such action via resolution following a public hearing; and

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

Section 1. There shall be a public hearing to consider the easement relinquishment application before the City Council of the City of West Richland, Washington, at its regularly scheduled meeting to be held on April 21, 2020 at 6:00pm.

Section 2. The easement sought to be relinquished / vacated is a portion of a 10’ in width utility easement per Plat of the Lakes, as set forth in exhibit A, attached hereto.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON, this _____ day of ______________, 2020.

____________________________
Brent Gerry, Mayor

ATTEST:

____________________________
Julie Richardson, City Clerk

APPROVED AS TO FORM:

____________________________
Bronson Brown, City Attorney
LEGAL DESCRIPTION
UTILITY EASEMENT VACATION
PORTION OF LOT 17 AND LOT 18, BLOCK 1 PLAT OF THE LAKES

THAT PORTION OF A 10.00 FEET WIDE UTILITY EASEMENT CREATED UNDER AUDITOR’S FILE NUMBER 894883, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATE IN LOTS 17 AND 18, BLOCK 1, PLAT OF THE LAKES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 66, RECORDS OF BENTON COUNTY, WASHINGTON, LYING IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., THE CENTERLINE OF WHICH DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 18; THENCE SOUTH 89°56’55” WEST 10.00 FEET ALONG THE NORTH LINE OF SAID LOT 18 TO THE WEST LINE OF AN EXISTING 10.00 WIDE UTILITY EASEMENT AND TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°56’55” WEST 102.14 FEET ALONG SAID NORTH LINE TO AN ANGLE POINT IN SAID NORTH LINE; THENCE SOUTH 33°26’08” WEST 149.88 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 18 TO AN ANGLE POINT IN SAID NORTHWESTERLY LINE AND THE TERMINUS OF SAID DESCRIBED LINE.

THE SOUTHERLY SIDELINE OF WHICH TO BE SHORTENED TO TERMINATE AT THE SOUTHERLY BOUNDARY OF THAT PARCEL CONVEYED TO PATRICK AND TIA JENSEN IN QUIT CLAIM DEED RECORDED UNDER AUDITOR’S FILE NO. 2016-013114.

THE NORTHERLY SIDELINE OF WHICH TO TERMINATE AT THE WEST LINE OF THE EAST 10.00 FEET OF LOT 17, BLOCK 1 OF SAID PLAT OF THE LAKES, AND AT RIGHT ANGLES TO THE TERMINUS OF THE HEREINABOVE DESCRIBED CENTERLINE.

11/05/19
ATTACHMENT 2
Application Materials

3/17/20 City Council Packet
EV 2020-14 Jensen
Utility Easement
Relinquishment Application
Community Development Department
3100 Belmont Blvd. Suite 104, West Richland, WA 99353
509-967-5902 Fax 509-967-2419 Inspection Line 967-3518

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<td>Owner:</td>
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<tr>
<td>Patrick Jensen</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>3522 Eastlake Dr, West Richland 99353</td>
</tr>
<tr>
<td>Phone:</td>
<td>425-241-6582</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:PatrickJensen@hotmail.com">PatrickJensen@hotmail.com</a></td>
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APPICATION MUST INCLUDE

1. Completed Application (Including Utility Sign-Off Sheet)
2. Title Insurance Certificate, issued not more than 30 days prior to application, showing ownership of the property and all lien holders.
3. Map of property with location of easements and any existing lines.

I authorize employees and officials of the City of West 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 West 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.

Printed Name: Patrick Jensen
Signature: [Signature]
Date: 9/27/2019
<table>
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<tr>
<th>Company</th>
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<tr>
<td>BENTON REA</td>
<td>402 7th St P O Box 1150 Prosser, WA 99350</td>
<td>(800) 221-6987 (509) 786-8252 (509) 786-2231</td>
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<td>Derek L. Miller ENGMGR</td>
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<td>FRONTIER</td>
<td>4916 W Clearwater Ave Kennewick, WA 99336</td>
<td>(509) 736-3720 (509) 736-6689</td>
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<tr>
<td>CASCADE NATURAL GAS</td>
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Name and Title: [Signature]

Approve: [ ] Rejected: [ ]
# Utility Easement to Be Relinquished

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<td><strong>Frontier</strong></td>
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<td>Phone: (509) 736-3720</td>
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<td>Phone: (509) 586-6118</td>
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<td><strong>Cascade Natural Gas</strong></td>
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### Utility Easement to Be Relinquished

#### Description:
- **North**: 89° 55' 53"E
- **Parcel #**: 117981020001017
- **See Attachment**

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<td>10 E Kennewick Ave, Kennewick, WA 99336</td>
<td>(509) 586-6118, (509) 586-0485</td>
<td>│</td>
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</tr>
<tr>
<td><strong>Cascade Natural Gas</strong></td>
<td>200 N Union, Kennewick, WA 99336</td>
<td>(509) 735-5564, (509) 735-9141</td>
<td>│</td>
<td>│</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
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</tr>
</tbody>
</table>

**Approve** and **Reject** columns are marked with checkmarks and blank spaces for signatures.

- **Name and Title**:
- **Signature**:

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**Patrick Jensen**
3522 Eastlake Dr.
West Richland, WA 99353
<table>
<thead>
<tr>
<th>Company</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
<th>Approve</th>
<th>Reject</th>
<th>Name and Title</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>BENTON REA</td>
<td>402 7th St, P O Box 1150, Prosser, WA 99350</td>
<td>(800) 221-6987</td>
<td>(509) 786-2231</td>
<td>❌</td>
<td>⬜</td>
<td></td>
<td></td>
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<tr>
<td>FRONTIER</td>
<td>4916 W Clearwater Ave, Kennewick, WA 99336</td>
<td>(509) 736-3720</td>
<td>(509) 736-6689</td>
<td>❌</td>
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</tr>
<tr>
<td>CHARTER COMMUNICATIONS</td>
<td>639 N Kellogg St, Kennewick, WA 99336</td>
<td>(509) 222-2665</td>
<td>(509) 735-3795</td>
<td>❌</td>
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</tr>
<tr>
<td>KENNEWICK IRRIG DIST (KID)</td>
<td>12 W Kennewick Ave, P O Box 6900, Kennewick, WA 99336</td>
<td>(509) 586-9111</td>
<td>(509) 586-7663</td>
<td>❌</td>
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<td></td>
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</tr>
<tr>
<td>COLUMBIA IRRIG DIST (CID)</td>
<td>10 E Kennewick Ave, Kennewick, WA 99336</td>
<td>(509) 586-6118</td>
<td>(509) 586-0485</td>
<td>❌</td>
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</tr>
<tr>
<td>CASCADE NATURAL GAS</td>
<td>200 N Union, Kennewick, WA 99336</td>
<td>(509) 735-5564</td>
<td>(509) 735-9141</td>
<td>✅</td>
<td>⬜</td>
<td>Clayton Morcan operations Manager</td>
<td>5/2/19</td>
</tr>
<tr>
<td>Other:</td>
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BACKGROUND INFORMATION:

Currently, councilmembers receive a flat $50 per month vehicle allowance. This flat rate has not been increased since November of 1998. Staff recommends giving councilmembers the ability to choose between the flat $50 monthly rate or turning in mileage reimbursement forms to be compensated based on miles driven to events related to city business. Councilmembers would be able to change how they choose to be compensated annually, on January 1st of each year.

The Mayor receives a flat $100 per month vehicle allowance. The Mayor would be offered the same option as councilmembers, to continue receiving the flat amount or to be reimbursed based on miles driven to events related to city business.

SUMMARY: Amend ordinance 28–98 to give councilmembers and the Mayor the option of getting reimbursed for miles driven to City related events or getting reimbursed with the flat rate vehicle allowance.

RECOMMENDATION: Amend ordinance 28 – 98 to give councilmembers to option of getting reimbursed for miles driven to City related events or getting reimbursed with a flat rate vehicle allowance.

FISCAL IMPACT (Indicate amount, fund, and impact on budget): None. This will not impact the 2019/2020 budget.

MOTION: I move to amend Ordinance 28-98 allowing councilmembers to choose between getting reimbursed for miles driven to City related events or getting reimbursed through the $50 per month vehicle allowance.
CITY OF WEST RICHLAND
ORDINANCE NO. __-20

AN ORDINANCE OF THE CITY OF WEST RICHLAND, WASHINGTON
AMENDING ORDINANCE NO 28–98, SECTION 2.28.020: VEHICLE
EXPENSE FOR CITY COUNCILMEMBERS AND SECTION 2.28.040:
VEHICLE EXPENSE FOR THE MAYOR.

THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON, do
hereby ordain as follows:

Section 2.28.020: Councilmembers will have the option to continue receiving a $50
per month vehicle allowance or to be reimbursed based on miles driven to City related events
by turning in a travel reimbursement form.

Section 2.28.040: The Mayor will have the option to continue receiving a $100 per
month vehicle allowance or to be reimbursed based on miles driven to City related events by
turning in a travel reimbursement form.

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST RICHLAND,
WASHINGTON, this 17th day of March 2020.

ATTEST:

Brent Gerry, Mayor

Julie Richardson, City Clerk

APPROVED AS TO FORM:

Bronson Brown, City Attorney
BACKGROUND INFORMATION:
In December of 2019 the City of West Richland purchased from the Port of Kennewick the former Tri-City Raceway property for West Richland’s new police facility and for economic development purposes. Derek Alexander Farms, Inc. held a lease with the Port of Kennewick to use part of the property agricultural purposes.

SUMMARY:
The proposed lease agreement with Derek Alexander Farms, Inc. is for use of a portion of the raceway property of about 45 acres for farming and agricultural purposes. The lease agreement is similar to the agreement Derek Alexander Farms, Inc. had with the Port of Kennewick. The lease expires on December 31, 2020. There is also a clause to allow the City to terminate the lease early if deemed necessary. This lease will allow the property to be maintained and for the City to collect some additional revenue until such time as the City moves to develop the property. The rental fees in the agreement are $6,952.50 per year plus 12.84% leasehold excise tax. Derek Alexander Farms, Inc. will also be responsible for any utility charges incurred on the property.

Per the agreement Derek Alexander Farms, Inc. is required to have general liability insurance with policy limits of at least $1,000,000 per occurrence and $2,000,000 aggregate.

RECOMMENDATION:
Staff recommends approving an Agricultural lease agreement with Derek Alexander Farms, Inc. for use of 45 acres of the former racetrack property for farming and general agricultural purposes.

ALTERNATIVES:
As amended by Council.

FISCAL IMPACT (Indicate amount, fund, and impact on budget):
Annual rent is $6,952.50 per year.

MOTION: I move to authorize the Mayor to sign an Agricultural lease Agreement with Derek Alexander Farms, Inc. for use of 45 acres of the former Tri-City Raceway property.
AGRICULTURAL PROPERTY LEASE AGREEMENT

BETWEEN
CITY OF WEST RICHLAND
LANDLORD

AND

DEREK ALEXANDER FARMS INC.
TENANT
CITY OF WEST RICHLAND LEASE AGREEMENT
(Agricultural Land)

Landlord hereby leases to Tenant and Tenant hereby leases and accepts from Landlord the premises hereinafter described on the terms and conditions set forth in this Lease Agreement, hereinafter called "this Lease".

BASIC LEASE PROVISIONS

The following Basic Lease Provisions are hereby incorporated herewith as part of this Lease:

A. Lease Date: March 18, 2020.

B. Landlord: City of West Richland, a Washington municipal corporation

C. Tenant: DEREK ALEXANDER FARMS, INC.

D. Land: The real property located at PN: 111971012751002, Benton City, County of Benton (known as Tri-City Raceway), as more particularly described on Exhibit A attached hereto.

E. Premises: The Premises shall mean the Land, as defined above, and any improvements located thereon (including but not limited to any irrigation and/or sprinkler system(s) installed thereon by Landlord).

F. Permitted Use: Farming and general agricultural purposes.

G. Term: Commencing on the Lease Commencement Date and terminating on the Expiration Date.

H. Lease Commencement Date: The date which is the earlier of (a) March 18, 2020, or (b) the date Tenant begins using the Premises for any reason.

I. Expiration Date: December 31, 2020.

J. Base Rent Calculation: $154.50 / ac / yr. 45 farmable acres (45.87 total acres) K.

Base Rent (not including LET): $ 6,952.50 / yr.

L. Leasehold Tax (LET): Current Washington State Leasehold Tax shall be added to Base Rent. Current effective rate is 12.84%.

M. Total Rent for Term (includes LET) $ 7,845.20 / yr.

N. Rent Payment Schedule: $ 3,922.60 Due First (1st) day of June of each year $ 3,922.60 Due First (1st) day of December of each year
O. Rent Due Date: The Lease Commencement Date and the first of each month.

O. Utilities: See Article 7

P. Financial Security: Check all that apply:

- $__________ deposit;
- Corporate surety bond;
- Personal Guaranty as set forth in Exhibit B.
- Other financial security: (Describe) _______________________

Q. Landlord's Address for Notices and Rent Payments:

City of West Richland
City Clerk's Office
3100 Belmont Blvd
West Richland, WA 99353

R. Tenant's Address or Notices:

Derek Alexander Farms Inc.
2090 Kingston Road
Richland, WA 99354

S. Exhibits:

Exhibit "A" Legal Description of Premises

Exhibit "B" Personal Guaranty Form
ARTICLE 1 - PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Premises, which Premises are more particularly described in the Basic Lease provisions.

ARTICLE 2 - USE OF PREMISES

Tenant shall occupy and use the premises for farming and general agricultural purposes during the lease term and for no other business purpose without the written consent of landlord, which landlord may give or withhold in landlord's sole discretion.

ARTICLE 3 - TERM

3.1 Duration

The Term hereof shall commence on the Lease Commencement Date defined in the Basic Lease Provisions and shall terminate on the Expiration Date defined in the Basic Lease Provisions, unless earlier terminated.

ARTICLE 4 - RENT

On or before the first day of June or December each month of this Lease, Tenant shall pay to Landlord the Total Rent and all other assessment, charges, and fees as provided in this Article 4 and as otherwise set forth in this Lease, at the Landlords address set forth in the Basic Lease Provisions. Rent and leasehold tax will be prorated for the lease commencement date of March 18, 2020 through June 30, 2020.

4.1 Late Fee

If any sums payable by Tenant to Landlord under this Lease are not received by the fifteenth (15th) day of the month in which they are due, Tenant shall pay Landlord an additional amount for the cost of collecting and handling such late payment as a late fee in an amount equal to the greater of (i) Fifty Twenty Dollars ($520.00), or (ii) five percent (5%) of the overdue amount.

4.2 Interest

In addition to any applicable late fees, 12% APR interest (1% per month), shall be applied to the total unpaid balances calculated from the original due date to the date of payment.

4.3 Non-Sufficient Funds (NSF).

If a Tenant check is returned by the bank for any reason, Tenant shall pay a NSF fee of Fifty Forty Dollars ($540.00) for administrative costs related to collecting and handling such returned check. The Tenant shall also pay any associated bank fees charged to the City related to the returned check. Landlord may require, at Landlord's sole discretion that Tenant's future payments be made by cash, cashier's check or money order.
Landlord and Tenant hereby agree that these charges represent a fair and reasonable estimate of what the Landlord might incur by reason of Tenant's late or NSF payment. These fees are due and payable with the current rent payment. Landlord's acceptance of any late charge, interest or NSF fee shall not be deemed an extension of the date rent is due or prevent Landlord from exercising any other rights or remedies under this Lease.

The Landlord reserves the right to revise its policy regarding late payment, interest and NSF check charges without notice to Tenant.

4.4 Landlord's Lien

Landlord shall have a lien upon all crops to secure payment of any unpaid Rent or other obligations under this Lease.

ARTICLE 5 - FINANCIAL SECURITY

In compliance with the requirements of the state law, Tenant agrees that it will secure the performance of the rental portion of this Lease by providing a Personal Guaranty in the form as set forth in Exhibit "B" or more of the following for a lease of more than one year: 1) a deposit in the amount set forth in the Basic Lease Provisions, or 2) procuring and maintaining, during the term of this Lease, a corporate surety bond ("Bond"), or 3) by providing other financial security satisfactory to Landlord.

The Bond shall be in a form and issued by a surety company acceptable to Landlord and shall comply with the requirements of Washington law. Tenant shall obtain such Bond and forward evidence thereof to Landlord within fourteen (14) days of execution of this Lease, but in no event later than the Commencement Date of this Lease. Failure to comply with this requirement shall be grounds for termination of this Lease without notice by Landlord. Such Bond shall be kept always in effect during the term of this Lease; failure to comply with this requirement shall render Tenant in default. The Bond shall be increased annually to reflect any adjustments in annual Rent.

Upon any default by Tenant in its obligations under this Lease, Tenant may collect on the Bond to offset the liability to Landlord. Collection on the Bond shall not relieve Tenant of liability, shall not limit any of Tenant's other remedies, and shall not reinstate or cure the default or prevent termination of the Lease because of the default.

ARTICLE 6 - TAXES & ASSESSMENTS

6.1 Property Taxes

Landlord will pay property tax on Premise's real property and any building or structure that is permanently attached to the real property.

6.2 Personal Property Taxes

Tenant shall pay before delinquency all license fees, public charges, taxes and assessments on the furniture, fixtures, equipment, inventory and other personal property of or being used by Tenant in the Premises, whether or not owned by Tenant.
6.3 Additional Taxes/Assessments; Leasehold Excise Tax (LET)

Tenant shall also pay: (a) all special taxes and assessments (including irrigation assessments) or license fees now or hereafter levied, assessed or imposed by law or ordinance, by reason of Tenant’s use of the Premises; (b) all business and occupation tax and any tax, assessment, levy or charge assessed on the Rent paid under this Lease; (c) the statutory leasehold excise tax imposed in connection with the Rent due hereunder or otherwise due as a consequence of this Lease; and (d) any excise, transaction, sales, privilege, or other tax (other than net income and/or estate taxes) now or in the future imposed by the city, county, state or any other government or governmental agency upon Landlord and attributable to or measured by the Rent or other charges or prorations payable by Tenant pursuant to this Lease.

ARTICLE 7 - UTILITIES

Tenant acknowledges that Landlord shall have no obligation to provide any utilities or services to the Premises. Tenant shall be solely responsible for the payment of all impositions pertaining to the Premises, including, but not limited to, water assessments, charges for public utilities, license and permit fees or other charges which shall or may during the Lease Term be assessed, levied, charged, confirmed or imposed by any public authority upon or accrue or become due or payable out of or on account of or become a lien on the Premises or any part thereof or improvements now or hereafter comprising a part thereof or the use or occupancy of the Premises. Tenant shall pay all such impositions when due.

Interruptions: There shall be no abatement of rent and Landlord shall not be liable for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Landlord’s reasonable control or in cooperation with governmental request or directions.

Electricity for 50 HP pump to Benton REA - meter #: 12787750EL

ARTICLE 8 - INSURANCE

8.1 Insurance

Tenant, at its own expense, shall provide and keep in force all insurance deemed appropriate for the purposes that the Premises are to be used and with companies reasonably acceptable to Landlord, including but not limited to the following:

(a) Commercial General Liability Insurance

Commercial General Liability (CGL) insurance for the benefit of Landlord and Tenant jointly against liability for bodily injury and property damage for a combined single limit of not less than One Million Dollars ($1,000,000) for any one occurrence for this location, including coverage for contractual liability and personal injury, with a $2,000,000 aggregate limit. Landlord reserves the right to require higher liability limits and/or to change insurance requirements at any time during the term of the lease with thirty (30) days’ notice to Tenant.

(b) Statutory Workers’ Compensation
Statutory Workers' Compensation, including at least $250,000 Employer's Contingent Liability (Stop Gap) coverage in Tenant's commercial general liability insurance;

(c) **Automobile Liability Insurance**

Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000, including all owned, non-owned and hired vehicles and covering claims for damages because of bodily injury or death of any person or property damage arising out of ownership, maintenance or use of any motor vehicle; and

(d) **Property Insurance**

Property insurance covering all leasehold improvements to the Premises, furniture, fixtures, equipment, inventory and other personal property located on the Premises (and, at Landlord's election, on all buildings and other improvements now or hereafter existing at the Premises) in an amount of not less than one hundred percent (100%) insurable replacement value minimum co-insurance of 80%, "Special Form-Causes of Loss", with Flood Insurance if Landlord reasonably deems such insurance to be necessary or desirable, and replacement cost coverage to protect against loss of owned or rented equipment and tools brought onto or used at the Property by Tenant.

8.2 **Requirements**

The foregoing insurance requirements shall be placed with an insurance company or companies admitted to do business in the State of Washington and shall have an A.M. Best's rating of A- or better. Tenant shall furnish Landlord with a copy of the certificate of such policies before the Commencement Date of this Lease and, upon request by Landlord, shall provide proof satisfactory to Landlord that all such policies are in full force and effect. Tenant's liability insurance policies shall list Landlord as an additional insured and Tenant's property insurance policies shall reflect Landlord as a loss-payee as its interests may appear, and all of Tenant's insurance policies shall be primary and non-contributing with any insurance carried by Landlord. Such policies shall not be cancelable or materially altered without forty-five (45) days' prior written notice to Landlord. In addition, the policies shall provide for ten (10) days' written notice to Landlord in the event of cancellation for non-payment of premium. Tenant's failure to deliver the policies or certificates to Landlord as required above shall constitute an event of default pursuant to Article 23 hereof.

8.3 **Mutual Waiver of Subrogation**

Each party hereby waives, and each party shall cause their respective property insurance policy or policies to include a waiver of such carrier's entire right of recovery (i.e., subrogation) against the other party, and the officers, directors, agents, representatives, employees, successors and assigns of the other party, for all claims which are covered or would be covered by the property insurance required to be carried hereunder or which is actually carried by the waiving party.

8.4 **Destruction or Condemnation.**

8.4.1 **Damage and Repair.**

If the Premises are partially damaged but not rendered untenantable, by fire or other insured casualty, then Landlord shall diligently restore the Premises and this lease shall not terminate. The Premises shall not be deemed untenantable if less than twenty-five percent (25%) of the
Premises are damaged. Landlord shall have no obligation to restore the Premises if insurance proceeds are not available to pay the entire cost of such restoration. If insurance proceeds are available to Landlord but are not sufficient to pay the entire cost of restoring the Premises, then Landlord may elect to terminate this Lease and keep the insurance proceeds, by notifying Tenant within sixty (60) days of the date of such casualty.

If the Premises are entirely destroyed, or partially damaged and rendered tenantable, by fire or other casualty, Landlord may, at its option: (a) terminate this Lease as provided herein, or (b) restore the Premises to their previous condition. If, within 60 days after receipt by Landlord from Tenant of written notice that Tenant deems the Premises untenable, Landlord fails to notify Tenant of its election to restore the Premises, or if Landlord is unable to restore the Premises within six (6) months of the date of the casualty event, then Tenant may elect to terminate the Lease.

If Landlord restores the Premises under this Article 8.4.1, Landlord shall proceed with reasonable diligence to complete the work, and the base monthly rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole Premises, provided that there shall be a rent abatement only if the damage or destruction of the Premises did not result from, or was not contributed to directly or indirectly by the act, fault or neglect of Tenant, or Tenant's officers, contractors, licensees, subtenants, agents, servants, employees, guests, invitees or visitors. Provided, Landlord complies with its obligations under this Article, no damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance directly, incidentally or consequentially arising from any repair or restoration of any portion of the Premises. Landlord will not carry insurance of any kind for the protection of Tenant or any improvements paid for by Tenant or on Tenant's furniture or on any fixtures, equipment, improvements or appurtenances of Tenant under this Lease, and Landlord shall not be obligated to repair any damage thereto or replace the same unless the damage is caused by Landlord's negligence or willful misconduct.

If the Premises are made untenable by eminent domain, or conveyed under a threat of condemnation, this Lease shall automatically terminate as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises and all Rents and other payments shall be paid to that date. In case of taking of a part of the Premises that does not render the Premises untenable, then this Lease shall continue in full force and effect and the base monthly rental shall be equitably reduced based on the proportion by which the floor area of any structures is reduced, such reduction in Rent to be effective as of the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses or damages resulting from interruption in its business, provided that in no event shall Tenant's claim reduce Landlord's award.

8.5 Waiver of Subrogation

Each party hereby waives, and each party shall cause their respective property insurance policy or policies to include a waiver of such carrier’s, entire right of recovery (i.e., subrogation) against the other party, and the officers, directors, agents, representatives, employees, successors and assigns of the other party, for all claims which are covered or would be covered by the property insurance required to be carried hereunder or which is actually carried by the waiving party.
ARTICLE 9 - ACCEPTANCE AND CARE OF PREMISES

Tenant has inspected the Premises and accepts the Premises "AS IS" in its present condition and acknowledges that Landlord is not responsible to provide, and has made no representations or warranties that it will provide, any improvements to the Premises whatsoever. Tenant shall, at its sole cost, keep in good working order and condition, in a condition at least equal to that which existed when Tenant initially began operating at the Premises, and otherwise in good order, cleanliness and repair, the exterior and interior of any building, equipment, land or other improvement situated on the Premises and every other part thereof. In the event that Tenant fails to comply with the obligations set forth in this Article 9, Landlord may, but shall not be obligated to, perform any such obligation on behalf of, and for the account of Tenant, and Tenant shall reimburse Landlord for all costs and expenses paid or incurred on behalf of Tenant in connection with performing the obligations set forth herein. Tenant expressly waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

Throughout the term of the lease, Tenant shall be solely responsible for the maintenance, repair, and replacement of the irrigation system and sprinklers, if any, together with all of their working parts.

ARTICLE 10 - ALTERATIONS AND IMPROVEMENTS

Tenant shall not make any alterations, additions, renovations or improvements to the Premises without first obtaining the written consent of Landlord. All alterations, additions, renovations and improvements made shall be at the sole cost and expense of Tenant and shall become a part of the real property and belong to Landlord and shall remain in and be surrendered with the Premises as a part thereof at the termination of this Lease, or be removed from the Premises at Tenant's sole cost at the sole discretion of Landlord by written notice given by Landlord not later than thirty (30) days after expiration or earlier termination of this Lease. Tenant further agrees to indemnify, defend, and hold Landlord and the Premises free and harmless from, and against, any and all damages, injuries, losses, liens, costs or expenses (including attorneys' fees) incurred, claimed or arising out of said work.

ARTICLE 11 - ACCIDENTS AND INDEMNIFICATION

Tenant shall indemnify Landlord and save it harmless from and against, and shall defend with counsel acceptable to Landlord, any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees, or concessionaires; provided that Tenant shall not be liable to Landlord to the extent such damages, liability, claims or expenses are caused by or result from the negligence or intentional misconduct of Landlord.

Tenant hereby expressly waives claims against Landlord, and Landlord shall not be responsible or liable at any time, for any loss or damage to Tenant's personal property or to Tenant's business, including any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining property, unless and only to the extent due to Landlord's gross negligence or intentional misconduct, and in no event shall Landlord be liable for Tenant's consequential damages. Tenant shall store its property in and shall use and enjoy the Premises and improvements at its own risk, and hereby releases Landlord, to the full extent permitted by law and except as expressly provided above, from all claims of every kind resulting in loss of life, personal or bodily injury, or property damage.

Solely for the purpose of effectuating the indemnification obligations under this Lease, and not for the benefit of any third parties (including but not limited to employees of Tenant), Tenant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Furthermore, the indemnification obligations under this Lease shall not be limited in any way by any limitation on
the amount or type of damages, compensation or benefits payable to or for any third party under Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts. Tenant shall cause Contractors and their subcontractors and material suppliers to execute similar waivers of industrial insurance immunity. The parties, by their execution hereof, acknowledge that the foregoing provisions of this Article 11 have been specifically and mutually negotiated between the parties.

**ARTICLE 12 - COMPLIANCE WITH LAWS**

Tenant shall comply fully at its sole expense with all federal and state statutes and local or city ordinances (including any zoning ordinances) now or hereafter in force in respect to the Premises and Tenant's activities therein. Tenant warrants and represents to Landlord that Tenant shall use the Premises only for lawful purposes.

**ARTICLE 13 - GOOD FARMING PRACTICES**

Tenant shall exercise good farming practices at all times, and shall not commit nor suffer any waste or stripping of the Premises.

The Tenant shall irrigate and water said premises in such a manner as to prevent excessive erosion, washing away of the soil, and to use and manage said premises in accordance with accepted prevailing local irrigation practices.

Throughout the term of the Lease, Tenant shall be solely responsible for the maintenance, repair and replacement of the irrigation system and sprinklers, if any, together with all of their working parts. Tenant agrees to surrender any Landlord provided pumps and irrigation system equipment at the termination of this Lease in a good state of repair assuming reasonable wear and tear.

The Tenant shall provide and furnish all farming equipment or irrigation equipment used on or about the premises, excepting the installed irrigation system and sprinklers now on the property, if any, that the Tenant may purchase from a former tenant, and the Landlord shall have no duty or expense in any manner in regard to the farming operation of the premises. Tenant covenants and agrees that at the termination of this Lease, or any extension thereof, he will immediately return to Landlord all of the installed irrigation systems and sprinklers, if any, in as good condition as the same are now at the beginning of the Lease. Landlord's Access

Landlord shall have the right to inspect the Premises at all reasonable times and enter the same for purposes of cleaning, repairing, inspecting, altering, exhibiting, or improving the Premises, but nothing contained in this Lease shall be construed so as to impose any obligation on Landlord to make any repairs, alterations or improvements not otherwise expressly set forth elsewhere herein.

The Landlord reserves the right to grant easements and other land uses on the Premises to others when the easement or other land uses will not unduly interfere with the farming and general agricultural of the Premises by Tenant.

**ARTICLE 14 - SIGNS AND ADVERTISING**

Tenant will not inscribe, post, place, or in any manner display any sign, notice, picture, poster or any advertising matter whatsoever anywhere in or about the Premises, without first obtaining Landlord's written consent thereto.

**ARTICLE 15 - WASTE AND UNLAWFUL USE**

Tenant will not commit or suffer any waste upon the Premises, or make or suffer any nuisance, undue or unseemly noise, or otherwise, and will not do or permit to be done in or about the Premises anything which is illegal or unlawful, or which will be dangerous to life or limb, or which will increase any
insurance rate upon the Premises.

ARTICLE 16 - SUCCESSORS

All the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors, marital communities and assigns. Any assignment or subletting of the Premises or any interest in this Lease shall not relieve Tenant of primary responsibility for the performance of the terms and payment of the sums to be performed or paid by Tenant hereunder.

ARTICLE 17 - HAZARDOUS MATERIALS

Tenant shall not dispose of or otherwise allow the release of any hazardous waste or materials in, on, or under the Premises, or any adjacent property. Tenant represents and warrants to Landlord that Tenant's intended use of the Premises does not involve the use, production, or disposal of any hazardous waste or materials. As used herein, "hazardous waste or materials" includes any substance, waste or material defined or designated as hazardous, toxic or dangerous (or any similar term) by any federal, state, or local statute, regulation, rule or ordinance now or hereafter in effect; except fertilizers and pesticides approved by the U.S. Environmental Protection Agency or the U. S. Department of Agriculture, which are applied in accordance with applicable laws, regulations, and manufacturers' instructions. In the event Tenant brings or uses hazardous waste or materials on the Premises, Tenant shall, at its sole cost, properly dispose of all such hazardous waste or materials. Tenant shall be responsible for complying with all federal, state and local laws and regulations in regard to the handling of and disposing of hazardous waste or materials, and agrees to indemnify, defend, and hold Landlord harmless from and against all losses, costs, and expenses (including but not limited to site cleanup, investigation, and remediation costs and attorney's fees and costs related thereto) arising from a breach by Tenant of its obligations under this Article 17.

ARTICLE 18 - ASSIGNMENT AND SUBLETTING

Tenant shall not transfer, dispose, assign, mortgage, or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Tenant, or sublet the Premises, or any part thereof (any of which, a "Transfer") without the prior written consent of Landlord in each instance, which may be given, withheld, or conditioned in Landlord's sole discretion. In no event shall Tenant be released or relieved of any liability hereunder due to any Transfer whether or not consented to by Landlord.

Landlord shall have the right to transfer, dispose, assign, mortgage, or hypothecate this Lease, in whole or in party without the prior written consent of the Tenant. See also Landlord rights to terminate this Lease as set forth in Article 23 below.

ARTICLE 19 - SURRENDER OF POSSESSION

19.1 Surrender

At the expiration of the tenancy created hereunder, whether by lapse of time or otherwise, Tenant shall surrender the Premises in substantially the same condition as when tenant first took possession and in good condition and repair, and shall remove all of its personal property, furniture, fixtures, and equipment, and all cabling and wiring installed by or for Tenant. Tenant's obligations shall include the repair of any damage occasioned by the installation, maintenance or removal of Tenant's personal property, furniture, fixtures, equipment, and the removal of any generators or storage tanks installed by or for Tenant (whether or not the installation was consented to by Landlord), and the removal, replacement, or
remediation of any soil, material or ground water contaminated by Tenant, its agents, contractors, employees, servants, invitees, licensees, or concessionaires, all as may then be required by applicable Laws.

Additionally, Tenant agrees to surrender peaceful possession of said premises at the termination of this Lease and in the condition as follows:

1. Landlord owned pump, sprinklers and mainline will be in proper working order.

2. Premises will be left in the crop last planted as a cover crop.

19.2 Removal of Property

In the event of any entry in, or taking possession of, the Premises or upon the termination of this Lease, Landlord shall have the right, but not the obligation, to remove from the Premises all personal property located therein, and may store the same in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, as per applicable statutory requirement. The proceeds of such sale shall be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof, with the balance, if any, to be paid to Tenant.

19.3 Holding Over

If Tenant fails to surrender the Premises at the expiration or earlier termination of this Lease, occupancy of the Premises after the termination or expiration shall be that of a tenancy at sufferance. Tenant's occupancy of the Premises during the holdover shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount due on the first of each month of the holdover period, without reduction for partial months during the holdover, equal to 150% of the greater of: (1) the monthly Rent, Leashold Tax, and any other charge due, for the monthly period immediately preceding the holdover; or (2) the fair market value for gross monthly rental for the Premises as reasonably determined by Landlord. No holdover by Tenant or payment by Tenant after the expiration or early termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Landlord is unable to deliver possession of the Premises to a new tenant, or to perform improvements for a new tenant, as a result of Tenant's holdover, Tenant shall be liable to Landlord for all damages, including, without limitation, consequential damages, that Landlord suffers from the holdover. Nothing herein shall be construed as Landlord's consent to such holding over.

ARTICLE 20 - NOTICES

All notices, requests and demands to be made hereunder shall be in writing at the address set forth in the Basic Lease Provisions, as applicable, by any of the following means: (a) personal service (including service by recognized overnight delivery/courier service, such as UPS or FEDEX); or (b) registered or certified first class mail, return receipt requested. Such addresses may be changed by written notice to the other party given in the same manner provided above. Any notice, request, or demand sent pursuant to clause (a) of this Article 20 shall be deemed received upon such personal delivery or service (or the date of refusal, if personal service or delivery is refused), and if sent pursuant to clause (b), shall be deemed received three (3) days following deposit in the mails.
ARTICLE 21 - LIENS AND ENCUMBRANCES

Tenant shall keep the Premises free and clear of any liens and encumbrances arising out of the use and occupancy of the Premises by Tenant. Should Tenant fail to discharge any lien of the nature described in this Article 21 Landlord may, at Landlord's election, pay such claim or post a bond or otherwise provide security to eliminate the lien as a claim against title and the cost thereof shall be immediately due from Tenant as rent under this Lease.

ARTICLE 22 - LANDLORD'S TERMINATION RIGHT

Notwithstanding anything to the contrary elsewhere in the Lease, in the event that Landlord elects to use the Land and/or Premises for industrial development or other public or city-related purposes, Landlord shall have the right to terminate this Lease by providing the lesser of 1) sixty (60) days' written notice, or 2) the completion of harvest of any crop growing at the time of notice. In the event, Tenant has crops growing upon the premises at said time, Landlord will cooperate with the Tenant insofar as possible in allowing him to harvest the crops then growing. If Landlord elects to terminate the Lease early as provided herein, the Early Termination Date chosen by Landlord shall operate as if that date were the time originally fixed for the termination or expiration of the Term of the Lease, and the Lease shall come to an end with the same force and effect as if such Early Termination Date were the date originally provided for the normal expiration of the Term. The parties recognize that the foregoing early termination right is important to Landlord and that any delay caused by the failure of Tenant to vacate the Premises pursuant to this paragraph when required can cause irreparable harm to the Landlord and future tenants. Therefore, Landlord and Tenant agree that time is of the essence of this paragraph and that if any dispute arises between Landlord and Tenant with respect to the provisions of this paragraph, any other provisions of this Lease notwithstanding, Tenant will vacate the Premises upon early termination of the Lease as provided above, and Tenant shall be deemed to have waived any rights in law or equity to possession of the Premises.

In the event of the insolvency or bankruptcy of the Tenant, Landlord may, at Landlord's option, immediately take full possession of the premises to the exclusion of all persons. Exercising such option shall not alleviate Tenant's obligations under this Lease and Landlord shall have the right to seek all remedies set forth in this Lease.

ARTICLE 23 - DEFAULT

23.1 Default

The occurrence of any one or more of the following events shall constitute a material breach and default of this Lease (each, an "Event of Default"):

(a) Any failure by Tenant to pay Rent and Leasehold Tax on the 1st of the month when due, or any other charge when due;
(b) Any failure by Tenant to obtain and keep in full force and effect the insurance coverage(s) required hereunder to be carried by Tenant;
(c) Any failure to immediately remedy an emergency condition that poses a significant risk of injury or damage; or
(d) Any failure by Tenant to observe or perform any other provision, covenant or condition of this.

23.2 Remedies.

(a) Re-entry and Termination
Upon and during the continuance of an Event of Default, Landlord, in addition to any other remedies available to Landlord at law or in equity, at Landlord's option, may without further notice or demand of any kind to Tenant or any other person:

1. Declare the Lease Term ended and reenter the Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim to the Premises; or

2. Without declaring this Lease ended, reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and collect any unpaid Rent, Leasehold Tax, and other charges, which have become payable, or which may thereafter become payable; or

3. Even though Landlord may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

(b) Express Termination Required

If Landlord reenters the Premises under the provisions of this Article, Landlord shall not be deemed to have terminated this Lease, or the liability of Tenant to pay any Rent, Leasehold Tax, or other charges thereafter accruing, or to have terminated Tenant's liability for damages under any of the provisions of this Lease, by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that Landlord had elected to terminate this Lease. Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer statutes of Washington state and surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary at the time of or at any time subsequent to the serving of such notices and such election is evidenced by a written notice to Tenant) be deemed to be a termination of this Lease.

(c) Damages

If Landlord elects to terminate this Lease pursuant to the provisions of this Article, Landlord may recover from Tenant as damages, the following:

1. The worth at the time of award of any unpaid Rent, Leasehold Tax, and other charges which had been earned at the time of such termination; plus

2. The worth at the time of award of the amount by which the unpaid Rent, Leasehold Tax, and other charges which would have been earned after termination until the time of award exceeds the amount of such loss Tenant proves could have been reasonably avoided; plus

3. The worth at the time of award of the amount by which the unpaid Rent, Leasehold Tax, and other charges for the balance of the Lease Term after the time of award exceeds the amount of such loss that Tenant proves could be reasonably avoided; plus

4. Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to any costs or expenses incurred by Landlord in (i) retaking possession of the Premises, including reasonable attorneys' fees, (ii) maintaining or preserving the Premises after the occurrence of an Event of Default, (iii) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises for such reletting, (iv) leasing commissions, and (v) any other costs necessary or appropriate to relet the Premises; plus

5. At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of Washington State.
(d) Definitions

As used in Paragraphs 23.2(c)1 and 23.2(c)2 above, the "worth at the time of award" is computed by allowing interest at the rate of twelve percent (12%) per annum compounded monthly. As used in Paragraph 23.2(c)3 above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank situated nearest to the location of the Property at the time of award plus one (1) percentage point.

(e) No Waiver

The waiver by Landlord of any breach of any term, covenant or condition herein contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition of this Lease. The subsequent acceptance of Rent, Leasehold Tax, and other charges due hereunder shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular amount so accepted regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such amount. No covenant, term, or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing and signed by Landlord.

23.3 Interest

Any sum accruing to Landlord under the terms and provisions of this Lease which shall not be paid when due shall bear interest at the interest rate provided herein from the date the same becomes due and payable by the terms and provisions of this Lease until paid, unless otherwise specifically provided in this Lease. The interest rate which shall apply shall be the lesser of (i) twelve percent (12%) per annum, compounded monthly or (ii) the highest rate allowed by applicable law.

ARTICLE 24 - ATTORNEYS' FEES AND COSTS

If either party hereto shall file any action or bring any proceeding against the other party arising out of this Lease or for the declaration of any rights hereunder, the prevailing party therein shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party as determined by the court. If either party ("secondary party") without its fault is made a party to litigation instituted by or against the other party (the "primary party"), the primary party shall pay to the secondary party all costs and expenses, including reasonable attorneys' fees, incurred by the secondary party in connection therewith.

ARTICLE 25 - MISCELLANEOUS

25.1 Miscellaneous Provisions

The following miscellaneous provisions shall apply to this Lease:

(a) Time is of the essence hereof.

(b) If any portion of this Lease shall be deemed void, illegal or unenforceable, the balance of this Lease shall not be affected thereby.

(c) This Lease shall be interpreted according to the laws of the State of Washington. The parties agree that the Superior Court of the State of Washington for Benton County shall have sole jurisdiction over any question, claim, loss or injury arising hereunder.
(d) Tenant acknowledges that, except as expressly set forth in this Lease, neither Landlord nor any other person has made any representation or warranty with respect to the Premises.

(e) This Lease shall be binding upon the heirs, executors, administrators, successors, and assigns of both parties hereto, except as otherwise provided for herein;

(f) Landlord does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise.

(g) The paragraph and section headings hereof are for convenience only and shall not be used to expand or interpret the meaning of any part of this Lease.

(h) Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord’s control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or service, or acts of God.

(i) This Lease and the Exhibits, Riders, and/or Addenda, if any, attached hereto, constitute the entire agreement between the parties. This Lease covers in full each and every agreement of every kind or nature whatsoever between the parties hereto concerning this Lease and all preliminary negotiations, inducements, representations, and agreements of whatsoever kind or nature are merged herein, and there are not oral agreements or implied covenants. Both parties represent they have had the opportunity to seek legal counsel prior to signing this Lease. All Exhibits, Riders, or Addenda mentioned in this Lease are incorporated herein by reference. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any section.

Tenant shall comply with all applicable federal, state and local requirements prohibiting discrimination based on age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. Tenant and Landlord hereby represent and warrant that they have not employed any broker with regard to this Lease and that they have no knowledge of any broker being instrumental in bringing about this Lease transaction. Each party shall indemnify the other against any expense as a result of any claim for brokerage or other commissions made by any broker, finder, or agent, whether or not meritorious, employed by them or claiming by, through or under them. Tenant acknowledges that Landlord shall not be liable for any representations of Landlord’s leasing agent or other agents of Landlord regarding this Lease transaction except for the representations and covenants of Landlord expressly set forth in this Lease.
IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

City of West Richland

By: 
Title: Brent Gerry, Mayor

DEREK ALEXANDER FARMS

By: 
Title: Derek Alexander, President

Reviewed:

By: 
Title: Jessica Platt, Finance Director

Approved as to form:

By: 
Title: Bronson Brown, City Attorney
STATE OF WASHINGTON
COUNTY OF BENTON

I certify that I know or have satisfactory evidence that Derek Alexander is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of Derek Alexander Farms Inc. to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of____________________, 20____

________________________
(Signature of Notary)

________________________
(Legible Print or Stamp Name of Notary)
Notary public in and for the State of Washington, residing at

My appointment expires ______________________

STATE OF WASHINGTON
COUNTY OF BENTON

I certify that I know or have satisfactory evidence that Brent Gerry is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Mayor/CEO of the City of West Richland to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of____________________, 20____

________________________
(Signature of Notary)

________________________
(Legible Print or Stamp Name of Notary)
Notary public in and for the State/Commonwealth of __________, residing at _______________________.

My appointment expires ______________________
EXHIBIT "B"

PERSONAL GUARANTY TO THE CITY OF WEST RICHLAND

TO GUARANTEE PERFORMANCE OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as personal guarantor, is firmly bound unto the City of West Richland, a municipal corporation, in the sum of all monthly rent, plus leasehold tax, and any other charges due as per Lease Agreement dated March 18, 2020.

The conditions of this obligation are as follows:

WHEREAS, DEREK ALEXANDER entered into a lease with the CITY OF WEST RICHLAND for agricultural land as described in Exhibit "A", located in Benton County, Washington, which lease provides for the payment of monthly semi-annual rent, leasehold tax, and other charges; and

WHEREAS, the laws of the State of Washington require a bond to the City of West Richland in accordance with the terms of RCW 53.08.085, for a minimum of one year's rent; and

WHEREAS, this guaranty incorporates the lease hereinabove referred to;

NOW THEREFORE, the undersigned agrees that in place of such bond called for under RCW 53.08.085, he/she/they agree to be personally liable and guarantee the payment of all sums due from him/her/them to the City of West Richland,

DATED this ____ day of _________________, 20__.

GUARANTORS:

__________________________________
Name: Derek Alexander
### WEST RICHLAND AGENDA ACTION ITEMS

<table>
<thead>
<tr>
<th>AGENDA ITEM:</th>
<th>TYPE OF ACTION NEEDED</th>
</tr>
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<tbody>
<tr>
<td>7a&amp;b</td>
<td>Execute Contract</td>
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<td></td>
<td>Consent Agenda</td>
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<td>MEETING DATE:</td>
<td>April 16, 2019</td>
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<td>SUBJECT:</td>
<td>Pass Resolution</td>
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<td>Public Hearing</td>
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<td>Pass Motion</td>
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<td></td>
<td>2nd Discussion</td>
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<tr>
<td>Prepared by:</td>
<td>Emily Weimer, Senior Planner</td>
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<td>Reviewed by:</td>
<td>Brent Gerry, Mayor</td>
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<tr>
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<td>Eric Mendenhall, Community Development Manager</td>
</tr>
<tr>
<td></td>
<td>Other</td>
</tr>
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<td></td>
<td>Establish Planning Commission Docket</td>
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### CITY COUNCIL STRATEGIC FOCUS AREAS:

1. Community Economic Vitality, Competitiveness, & Diversity
2. Provide and Maintain High Quality and Cost-Effective Infrastructure
3. Financial & Operational Effectiveness, Stability, & Accountability
4. Recreational, Cultural, and Educational Opportunities
5. Neighborhoods, Business Districts, and Parks
6. Healthy and Safe City

The proposed 2020 Comprehensive Plan amendment will help implement various aspects of the goals and objectives set forth by the City Council’s Strategic Plan Focus Areas outlined above.

The **Mission of the Community Development Department** is to proactively manage and facilitate enhanced vitality of the city’s Neighborhoods, Business Districts, and Parks. We are committed to attracting and incentivizing high-quality development, creation of new jobs, diversity of housing opportunities, city financial growth to support quality services, and to the prevention of decay & degradation of neighborhoods, business districts, and parks.

**AMENDMENTS TO THE WEST RICHLAND COMPREHENSIVE PLAN ARE SUBJECT TO THE CITY’S TYPE VII REVIEW PROCESS (LEGISLATIVE ACTION) AND WRMC 14.09.**

**BACKGROUND INFORMATION:**

Comprehensive planning is the process of identifying community development goals and aspirations to guide future actions. The outcome of comprehensive planning is the Comprehensive Plan which dictates public policy on transportation, utilities, land use, recreation, and housing. The Comprehensive plan encompasses a broad range of issues and spans 20 years. Development regulations, such as the Zoning, Critical Areas, Shoreline Master Program and Subdivision all help to effectuate the goals and policies set forth by the City’s Comprehensive Plan.

The current City of West Richland Comprehensive Plan was adopted in 2017 and developed pursuant to the provisions of the State of Washington Growth Management Act (WAC Chapter 365-196). Washington State
law allows for the Comprehensive Plan to be amended on a yearly basis with a major update occurring every 10 years. The next ‘full’ update is expected by 2025. Yearly amendments typically consist of minor text amendments and the processing of private party applications; however, depending upon the City’s vision, large-scale amendments can also occur during the yearly amendment process.

**PROPOSED COMPREHENSIVE PLAN AMENDMENTS FOR THE 2020 DOCKET (CPA 2020-03) AND ASSOCIATED REZONE:**

There is one private party map amendment application, which consists of three areas under the same ownership, and one City initiated text amendment application for docketing in 2020.

**CPA 2020-01 (Frank Tiegs LLC) -- Map Amendment Application:**

Frank Tiegs LLC, property owner, with PBS Engineering and Environmental, has applied for a map amendment for three areas.

<table>
<thead>
<tr>
<th>Site</th>
<th>Parcel #</th>
<th>Size (Acres)</th>
<th>Current Land Use (LU) Designation</th>
<th>Requested LU Designation</th>
<th>Current Zoning</th>
<th>Requested Zoning</th>
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<tbody>
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<td>Area 1</td>
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<td>High Density Residential</td>
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<td>Area 3</td>
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<td>4.36</td>
<td>Industrial</td>
<td>High Intensity Commercial</td>
<td>Light Industrial</td>
<td>Commercial General</td>
</tr>
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</table>

*A portion of the parcel*
The City is proposing to update the text of the Comprehensive Plan as follows:

1. **Chapter Nine CAPITAL FACILITIES.** Since the adoption in 2017, the City’s Buildings and Facilities have changed, including the new City Hall and the purchase of the former Raceway property and plans for the Police Station. Additionally, the Fire District #4 station is under construction, the Richland School District has finished construction of an elementary school and the Teaching Learning and Administration Center (TLAC) is under construction.

2. **Chapter One INTRODUCTION.** Update of port-owned properties and the Red Mountain Center.

3. **Chapter Six PARKS AND RECREATION.** Update the section to be consistent with the Parks and Recreation Master Plan that is expected to be adopted in 2020.

4. **Chapter Seven TRANSPORTATION.** Adopt into reference plans, documents, and ordinances.

5. **Appendix 2 CAPITAL IMPROVEMENT PLAN.** Update the Capital Improvement Plan.

**DECISION FOR DOCKETING:**
Per WRMC 14.09.120, “Before rendering a decision whether the individual comprehensive plan amendment proposal may be processed during any year, the city council shall consider all relevant facts, including the application materials, as well as the following items:

A. Whether circumstances related to the proposed amendment and/or the area in which it is located have substantially changed since the adoption of the comprehensive plan.
B. Whether the assumptions upon which the comprehensive plan is based are no longer valid, or whether new information is available which was not considered during the initial comprehensive plan adoption process or during previous annual amendments.”

Staff contends that items A and B, as listed above, are both satisfied in this case. Later, the proposed changes will be analyzed for conformance to the approval criteria, contained in WRMC 14.09.160.

PROCESS:
The next steps in the process are:
– Staff to initiate 60-day Review of proposed Comprehensive Plan and zoning amendments by Washington State Department of Commerce.
– Staff to issue SEPA threshold determination.
– Planning Commission – Public Hearing(s).
– Amendments presented to City Council for decision – Public Hearing(s).

RECOMMENDATION:
Staff recommends that City Council establish the 2020 Comprehensive Plan Amendments Docket and forward the Comprehensive Plan proposed changes, associated rezones, and related information to the Planning Commission for review and processing in accordance with WRMC 14.09.

ALTERNATIVES:
1. Forward only certain items and/or additional items that are approved by Council majority; and adopt a resolution with findings and conclusions addressing the applications / proposed changes not forwarded.
2. Take no action and make no changes to the existing Comprehensive Plan.

FISCAL IMPACT:
Amendments to the Comprehensive Plan are required by state law and therefore considered a basic service of the department.

RECOMMENDED MOTION:
I move to approve forwarding the Comprehensive Plan proposed amendments as the 2020 Docket in File Number CPA 2020-03 to the Planning Commission for review and processing, together with the associated area-wide rezone.
### WEST RICHLAND AGENDA ACTION ITEMS

<table>
<thead>
<tr>
<th>AGENDA</th>
<th>7c&amp;d</th>
<th>TYPE OF ACTION NEEDED</th>
<th>EXECUTED ON</th>
<th>CONSENT AGENDA</th>
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<td><strong>Prepared by:</strong></td>
<td>Eric Mendenhall, Community Development Manager</td>
<td>Pass Ordinance</td>
<td>x</td>
<td>1st Discussion X</td>
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<td><strong>Reviewed by:</strong></td>
<td>Roscoe Slade, Community Development Director Brent Gerry, Mayor</td>
<td>Pass Motion</td>
<td></td>
<td>2nd Discussion</td>
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### CITY COUNCIL STRATEGIC FOCUS AREAS:
1. Community Economic Vitality, Competitiveness, & Diversity
   - **Goal 4:** Create development policy codes appropriate to achieve city vision relative to commercial and residential development.

### ATTACHMENTS
1. Draft Ordinance;

### DESCRIPTION OF PROPOSAL:
The City is proposing to adopt an ordinance amending the West Richland Municipal Code as follows:

1. Amending Section 17.46.050 to prohibit ministorage units in the Commercial Limited Zone, Commercial General Zone, Downtown Mixed Use District, and Light Industrial Use District;

The proposal is an interim development regulation (aka moratorium) that will place a hold on this type of development and allow staff, Council and the Planning Commission time to review this use in these zones and to allow public process and input.

### FUTURE PROCESSING
The following are dates and milestones of the staff, Planning Commission, City Council, and other action and processing related to this code amendment:
- March 31, 2020: Notice of Public Hearing to establish finding of fact on the proposed amendments published in newspaper, posted at the three official posting sites, and on the City’s website.
- April 21, 2020: Public Hearing at Council to allow public input and adopt findings of fact;
- April 22, 2020: Notice of Intent to Adopt 60-day review sent to Department of Commerce with a request for expedited review (*Expedited review will be requested*)
- April 22, 2020: It is anticipated a SEPA DNS will be issued and noticed of the proposed amendments and will be transmitted to interested agencies;
- May 14, 2020: Planning Commission will hold a Public Hearing on the proposed amendments and likely take action;
- June 2, 2020: Council will hold a Public Hearing and likely take action;

**RECOMMENDED MOTION**

I move to adopt Ordinance Number ##-20 Interim Development Regulation that prohibits Ministorage use and amends the West Richland Municipal Code.
DRAFT
CITY OF WEST RICHLAND
ORDINANCE NO. ____-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON, ADOPTING INTERIM DEVELOPMENT REGULATIONS AMENDING TITLE 17 OF THE WEST RICHLAND MUNICIPAL CODE, TO SPECIFY THAT STORAGE UNITS/mini STORAGE ARE NOT PERMITTED AS A PERMITTED OR CONDITIONAL USE IN THE COMMERCIAL LIMITED USE DISTRICT, COMMERCIAL GENERAL DISTRICT, DOWNTOWN MIXED USE DISTRICT, OR THE LIGHT INDUSTRIAL USE DISTRICT, WHICH AMENDS CHAPTER 17 OF THE WEST RICHLAND MUNICIPAL CODE REGULATION;

WHEREAS, the interim development regulation will allow staff and the City Council to have additional time to review and understand the potential impacts of storage units/mini-storage facilities in all zones within the City; and

WHEREAS, pursuant to RCW 35A.63.220, the City Council will conduct a public hearing on the interim development regulation contained within this Ordinance within 60 days and shall adopt findings of fact justifying this action immediately after said public hearing.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON, does hereby ordain as follows:

SECTION 1: Interim Development Regulation: The following section is hereby adopted in the West Richland Municipal Code, Commercial Limited Use District, as interim development regulations for six months following the effective date of this ordinance or until otherwise amended.

“17.46.050 Conditional uses.
The following uses are permitted in the C-L district, subject to review in accordance with Chapter 17.66 WRMC and other applicable provisions of this code, and the issuance of a conditional use permit:

A. Outdoor display in excess of 25 percent of the primary building footprint;
B. Restaurants, service stations, or convenience stores laid out, equipped or constructed as to allow, enable, or permit:
   1. Patrons to be served or accommodated in their vehicle; or
   2. The consumption of food, drink or refreshments by patrons while in their vehicles; or
   3. The consumption or sales of alcoholic beverages or other alcoholic refreshments;
C. Garage, filling station or service stations, or any sales of gasoline; provided they meet all requirements of Chapter 17.54 WRMC;
D. Car washes, automatic, full-service, and self-service;
E. Hotels and motels;
F. Garden nurseries and landscape garden centers with storage area for equipment and materials;
G. Movie theaters;
H. Undertaking establishments;
I. Residential use secondary to a business enterprise provided:
   1. Dwelling units are constructed in compliance with the Uniform Fire Code and Uniform Building Code and all applicable laws and ordinances;
   2. Shall be within the same building as the principal use and not less than 750 square feet per unit;
   3. If the dwelling units are located on the ground floor, the dwelling units shall not exceed 40 percent of the gross floor area of the structure and shall have bathroom and kitchen facilities separate from the businesses;
   4. Dwelling located on the second floor or above, the dwelling units must meet the building and fire code requirements for combined use structures;
J. Art studios;
K. Public or private nursery schools;
L. Public or private museums and libraries;
M. Storage units/mini-storage; except parcels bordering and/or fronting on arterial roadways as identified in the transportation element of the comprehensive plan;
N. Adult use business; provided they comply with all of the conditions set forth in WRMC 17.54.450;
O. On-site hazardous waste treatment and storage facilities as a subordinate use to a permitted or other conditional use; provided, that such facilities comply with the Washington State criteria adopted in accordance with Chapter 70.105 RCW;
P. Processing or handling of hazardous substances; provided, that such facilities comply with the Washington State criteria adopted in accordance with Chapter 70.105 RCW;
Q. Major utility facilities, subject to WRMC 17.54.452;
R. Family day care home, when within a residential use secondary to a business enterprise (subsection I of this section);
S. Wireless communication facilities subject to Chapter 17.16 WRMC.”

**Section 2. Interim Development Regulation:**
The following section is hereby adopted in the West Richland Municipal Code, Commercial General Use District, as interim development regulations for six months following the effective date of this ordinance or until otherwise amended.
"17.48.050 Conditional uses.

The following uses are permitted in the C-G district, subject to review in accordance with Chapter 17.66 WRMC and other applicable provisions of this code, and the issuance of a conditional use permit:

A. Landscape gardening and storage area for equipment and materials;
B. Car washes, automatic, full-service, and self-service;
C. New and used car sales lots, mobile home sales, and recreational vehicle sales;
D. Precision development machine shops;
E. Massage parlors or sauna baths;
F. Heavy machinery sales and service;
G. Residential use secondary to a business enterprise provided:
   1. Dwelling units are constructed in compliance with the Uniform Fire Code and Uniform Building Code and all applicable laws and ordinances;
   2. Shall be within the same building as the principal use and not less than 750 square feet per unit;
   3. If the dwelling units are located on the ground floor, the dwelling units shall not exceed 40 percent of the gross floor area of the structure and shall have bathroom and kitchen facilities separate from the businesses;
   4. Dwelling located on the second floor or above, the dwelling units must meet the building and fire code requirements for combined use structures;
H. On-site hazardous waste treatment and storage facilities as a subordinate use to a permitted or other conditional use; provided, that such facilities comply with the Washington State criteria adopted in accordance with Chapter 70.105 RCW;
I. Processing or handling of hazardous substances provided such facilities comply with the Washington State criteria adopted in accordance with Chapter 70.105 RCW;
J. Storage units/mini-storage; except parcels bordering and/or fronting on arterial roadways as identified in the transportation element of the comprehensive plan;
K. Adult use businesses, provided they meet all of the special location conditions as set forth in WRMC 17.54.450;
L. Major utility facilities, subject to WRMC 17.54.452;
M. Family day care home when within a residential use secondary to a business enterprise (subsection G of this section);
N. Amusement parks;
O. Animal control facilities (indoor);
P. Accessory buildings (including, but not limited to: shops, garages, gazebos, pergolas, cabanas, patio covers, decks 30 inches or more above grade, and similar structures) for
personal use upon properties that contain existing single-family residences. The review authority shall have the discretion to regulate such items as setbacks from property lines or other structures, building height and architectural design (siding material, color, 12-inch eaves, etc.) to ensure that the proposal is consistent with the overall purpose of the commercial general zoning district. Along with the application materials required under Chapter 17.66 WRMC, applications for accessory building conditional use permits shall also include, at minimum, elevation drawings that clearly indicate building height and architectural design;
Q. Care facilities for small animals, such as veterinary clinics, grooming parlors, training and boarding;
R. Wireless communication facilities subject to Chapter 17.16 WRMC."

**Section 3. Interim Development Regulation:**
The following section is hereby adopted in the West Richland Municipal Code, Downtown Mixed Use District, as interim development regulations for six months following the effective date of this ordinance or until otherwise amended.

"17.49.050 Conditional uses.
The following uses are permitted in the D-MU district, subject to review in accordance with Chapter 17.66 WRMC and other applicable provisions of this code, and the issuance of a conditional use permit:
A. Animal clinics and veterinary hospitals;
B. Commercial parking lots;
C. Commercial recreational uses (entertainment-related uses and event facilities, such as stadiums, auditoriums, exhibition halls and other similar facilities);
D. Large-scale home occupations;
E. Major utility facilities, subject to WRMC 17.54.452;
F. Public uses and uses related to the welfare of the community;
G. Recreation building or area operated by membership clubs for the benefit of members and not for gain;
H. Temporary/seasonal outdoor public markets;
I. Expansion of existing mini-storage facilities subject to the following:
   1. Vertical and/or horizontal expansion is allowed upon an existing parcel or an immediate adjacent (contiguous) parcel.
   2. Expansion of a mini-storage facility shall not occur within 100 feet of the Van Giesen/SR 224 right-of-way."
Section 4. Interim Development Regulation:
The following section is hereby adopted in the West Richland Municipal Code, Light Industrial Use District, as interim development regulations for six months following the effective date of this ordinance or until otherwise amended.

"17.52.030 Conditional uses.
Uses permitted upon issuance of a special permit, as provided in Chapter 17.66 WRMC, are:
A. Junkyards, automobile wrecking yards, scrap paper or rag storage, sorting or bailing, provided they are conducted within a building or where entirely enclosed with a solid fence as required by WRMC 17.54.480;
B. All uses of land, buildings, and structures or industrial processes that are noxious or injurious by reason of production or emission of dust, smoke, or refuse matter, odor, gas fumes, noise, vibration or substances, subject to securing a permit from the planning commission allowing such conditions, and providing such restrictions and safeguards as may be deemed necessary by the planning commission for the purpose of protecting the health, safety and general welfare of the community;
C. Automobile, motorcycle, horse and dog racing tracks;
D. Private athletic stadiums;
E. On-site hazardous waste treatment and storage facilities as a subordinate use to a permitted or other conditional use; provided, that such facilities comply with the state siting criteria adopted in accordance with RCW 70.105.210; and provided further, however, that a public hearing before the city council may be required before the granting of a permit for such a facility;
F. Off-site hazardous waste treatment and storage facilities; provided, that such facilities comply with the state siting criteria adopted in accordance with RCW 70.105.210; provided, however, that a public hearing before the city council may be required before the granting of a permit for such facilities;
G. Storage units/mini-storage; except parcels bordering and/or fronting on arterial roadways as identified in the transportation element of the comprehensive plan;
H. Major utility facilities, subject to WRMC 17.54.452;
I. Jails and secure community transition facilities subject to WRMC 17.54.452 and conforming to the standards of WRMC 17.54.453;
J. Landfills, subject to WRMC 17.54.452;
K. Waste transfer stations;
L. Airports and heliports;
M. Race tracks, drag strips, motocross tracks, and similar racing facilities;
N. Animal control facilities (outdoor);
O. Wireless communication facilities subject to Chapter 17.16 WRMC."
Section 5. Duration. This interim development regulation shall be in effect for six (6) months following the effective date of this ordinance, unless otherwise extended pursuant to RCW 35A.63.220 or earlier repealed by the City Council.

Section 6. Public Hearing Required. As required by RCW 35A.63.220 and RCW 36.70A.390, within sixty (60) days of the passage of this ordinance, the City Council shall hold a public hearing on this ordinance and shall adopt findings of fact justifying this action immediately after said public hearing. Said hearing shall be 6:00 p.m., Tuesday, April 21, 2020 in the City Council Chambers at 3100 Belmont Blvd, West Richland, WA. The City Clerk is directed to provide notice of such public hearing as required by law.

Section 7. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum (RCW 35A.12.130). Without an immediate moratorium on the City’s acceptance of non-exempt development applications for property, such applications could become vested, leading to development that could be incompatible with the codes eventually adopted by the City, specifically in the Commercial Limited, Commercial General, Downtown Mixed Use District and Light Industrial zones. Therefore, the moratorium must be imposed as an emergency measure to protect the public health, safety and welfare, and to prevent the submission of applications for Storage Units/Mini Storage use to the City in an attempt to vest rights for an indefinite period of time. This Ordinance does not affect any existing vested rights, nor will it prohibit all development in the City, because those property owners with exempt applications/permits, those with previously obtained approvals for development or redevelopment of the type identified as “exempt” may proceed with processing and development, as the case may be.

Section 8. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the Code Reviser are authorized to make the necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section, or subsection numbering; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 9. Severability / Validity. The provisions of this ordinance are declared separate and severable. If any section, paragraph, subsection, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 10. Effective Date. This emergency ordinance, passed by a majority plus one of Council, shall be in full force and effect immediately upon passage.

Section 11. Transmittal to State. Pursuant to RCW 36.70A.106, a complete and accurate copy of this ordinance shall be transmitted to the Department of Commerce within ten (10) days of adoption.

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON, this 17th day of March, 2020.
ATTEST:

Julie Richardson, City Clerk

APPROVED AS TO FORM:

Bronson Brown, City Attorney