

**CITY OF WEST RICHLAND
RESOLUTION NO. 6-16**

**A RESOLUTION OF THE CITY OF WEST RICHLAND, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AND EXECUTE A TRANSPORTATION
IMPACT FEE MITIGATION AGREEMENT WITH THE OWNER/DEVELOPER OF
THE PLAT OF WESTWOOD ESTATES PHASE 4 SUBDIVISION**

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

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

WHEREAS, the City Council has adopted Ordinance 02-10, establishing and implementing requirements and formulas for use in mitigating development impacts on the City's transportation system; and

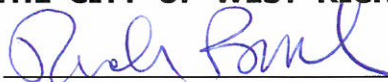
WHEREAS, Ordinance 2-10, section 7. Credits, establishes credits against the Developer's Transportation Impact Fee for the value of dedicated land and constructed roadway improvements that are included in the City's Six-Year Transportation Improvement Plan and or serve the goals and objectives of the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

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

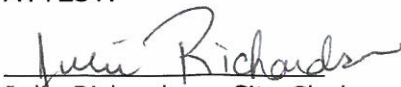
Section 1. The City Council of West Richland, Washington authorizes the Mayor to sign and execute the Transportation Impact Fee Mitigation Agreement as shown in exhibit 'A' for the Plat of Westwood Estates Phase 4.

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


PASSED BY THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON, this 16th day of February, 2016.


Rich Buel, Mayor Pro Tem

ATTEST:


Julie Richardson, City Clerk

APPROVED TO FORM:


Bronson Brown, City Attorney

**TRANSPORTATION IMPACT FEE
MITIGATION AGREEMENT
Plat of Westwood Estates Phase 4**

THIS AGREEMENT is entered into this _____ day of _____, 2016, by and between the **City of West Richland**, Hereinafter referred to as the "City", and SR Homes LLC, referred to as the "Owners / Developers" of the Plat of Westwood Estates Phase 4.

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

- 1) The Developer shall receive a credit against the developments Transportation Impact Fee, as defined by Ordinance 02-10, or as amended by Council for the following items;
 - a) Before the final plat of Westwood Estates Phase 4, the Owner / Developer shall design and construct a 6" deep by 10' wide concrete pathway/sidewalk along the east side of a portion of Belmont Blvd within Westwood Estates Phase 4.
- 2) The City and the Owner / Developer agree that the total credit value for the aforementioned items in section 1 is estimated to be \$24,058.20.
- 3) The City shall issue the Owner / Developer a \$24,058.20 credit against the Transportation Impact Fee for the 20 lots in the Westwood Estates Phase 4 Subdivision, excluding the other phases of Westwood Estates.
- 4) The City shall issue the Developer a Transportation Impact Fee credit of \$1,202.91 per lot for the 20 lots proposed in Westwood Estates Phase 4.
- 5) The remaining balance of Transportation Impact Fee for the 20 lots in Westwood Estates Phase 4 shall be collected per Ordinance 02-10, Section 3 Timing of Transportation Impact Fee Payment or as amended by Council.

City of West Richland

Brent Gerry, Mayor

ATTEST:

Julie Richardson, City Clerk

APPROVE TO FORM:

Bronson Brown, City Attorney

PLAT OF WESTWOOD ESTATES PHASE 4
DEVELOPER / LAND OWNER

_____, Owner
SR Homes, LLC

STATE OF)
):ss
County of)

On this day personally appeared before me _____, to me known to be the owner of SR Homes, LLC, Washington State limited liability company that executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

GIVEN under my hand and official seal this ____ day of _____, 2016

NOTARY PUBLIC in and for the State of Washington
residing at _____
My Commission Expires:_____