



Planning Commission MEETING Agenda

April 6, 2026 at 6:30 PM

City Hall Council Chambers - 210 W. 6th Ave - Virtual

The City of Kennewick broadcasts meetings on the City's website and Zoom. You can watch the broadcast or register to participate via Zoom on the Planning Commissions webpage at www.go2kennewick.com/PlanningCommission.

The public can also submit comments by either filling out an online form at www.go2kennewick.com/PCPublicComment, via e-mail to cedinfo@ci.kennewick.wa.us, or submitting written comments to Kennewick Planning Commission, P.O. Box 6108, Kennewick, WA 99336. Comments must be received no later than 4:00 p.m. on the day before the meeting.

1. CALL TO ORDER

Roll Call/Pledge of Allegiance

2. CONSENT AGENDA

All matters listed within the Consent Agenda have been distributed to each member of the Kennewick Planning Commission for reading and study. They are considered routine and will be enacted by the one motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed under New Business.

- a. Approval of the Minutes Dated March 16, 2026
- b. Approval of Agenda
- c. Motion to Enter Staff Report(s) into Record

3. PUBLIC HEARING

- a. Change of Zone (COZ) 2026-0002, proposing to change 0.76 acres generally located at 2918 S. Jean Street from Residential, Suburban Density (RS), to Residential, Low Density (RL). Comprehensive Plan land use designation is Low Density Residential (LDR). Applicant is Shane O'Neill, Clover Planning & Zoning, 6904 Rogue Drive, Pasco, WA 99301. Property owner is Elijah Family Homes, PO Box 2005, Richland, WA 99352.
- b. Development Code Amendment (DCA) 2025-0006, remanded back to the Planning Commission by City Council for amendment, originally proposed an amendment to KMC Section 18.12.010 B.1 that would have allowed vehicle sales, incidental repair and service as a permitted use in the Urban Mixed-Use (UMU) zone, except for Vista Field Area. Applicants Moe Nassar, 408 W. Columbia Drive, Kennewick, & Hary Mahal, 520 E. Columbia Drive, Kennewick, WA 99336.
- c. City of Kennewick and Port of Kennewick, Vista Field Development Agreement Amendment and Extension.

4. VISITORS NOT ON AGENDA

5. OLD BUSINESS

- a. City Council Action Updates

6. NEW BUSINESS

7. REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF

8. ADJOURNMENT

KENNEWICK PLANNING COMMISSION
DRAFT - MEETING MINUTES
MARCH 16, 2026

1. CALL TO ORDER:

Chair James Hempstead called the regular meeting of the Kennewick Planning Commission to order at 6:30 p.m. Seven Commissioners were present in the Council Chambers.

ATTENDANCE:

Commissioners Present:

James Hempstead, *Chair*
Tina Gregory, *Vice Chair*
Mark Barger, *Commissioner*
Michelle Morales, *Commissioner*
Christopher Arneson, *Commissioner*
Douglas Perez, *Commissioner*
Ana Rahimlou, *Commissioner (online)*

City Staff Present:

Steve Donovan, *AICP*
Development Services Manager
Joseph Laris, *Assistant Planner*
Melinda Didier, *Planning Administrative Asst.*

Ms. Didier announced a quorum was established; twelve members of the public were present in the Council Chambers.

Chair Hempstead lead the Pledge of Allegiance.

2. CONSENT AGENDA:

- a. **Approval of Minutes Dated February 2, 2026 & March 2, 2026**
- b. **Approval of Agenda**
- c. **Motion to Enter Staff Report into Record**

MOTION: Commissioner Barger moved to approve the consent agenda as presented.

SECOND: Commissioner Arneson.

DISCUSSION: None.

VOTE: The motion passed unanimously (7-0).

3. PUBLIC HEARINGS:

Chair Hempstead made the following statement:

“Good evening and welcome to the March 16, 2026, Kennewick Planning Commission meeting.

It is important that everyone who wishes to do so has an opportunity to speak. Each person who has either signed-in (in person) or registered (via Zoom) will have one, three-minute opportunity to address the Planning Commission.

If you are attending via Zoom, please confirm your microphone has been unmuted before you begin your comments.

Please state your name and address for the record; once you begin your remarks the countdown timer will start. At the end of your time, please mute your microphone.

The order of the hearings shall be as follows:

1. Planning staff shall provide a staff report; the Commission may ask questions of staff;
2. The Applicant or Applicant's Representative(s) Presentation;
3. Testimony in Favor of the Request;
4. Testimony Either Neutral or Against the Request;
5. Final Applicant Comments;
6. Final Staff Comments;
7. Close the public hearing and discuss the request."

- a. **Change of Zone (COZ) #2026-0001 – an application proposing to change the zoning district for approximately 37.67 acres located at 4501 S. Olympia Street from Residential, Suburban (RS), to Residential, Low (RL). Comprehensive Plan Land Use Map designation is Low Density Residential (LDR). Applicant is Peter Harpster, Harpster Land Development, 5804 Road 90, Suite C, Pasco, WA 99301. Property owner is Big Sky North LLC, 12406 Eagle Reach Court, Pasco, WA 99301.**

Chair Hempstead opened the public hearing at 6:34 p.m. Change of Zone (COZ) 2026-0001, proposing to change 37.67 acres located at 4501 S. Olympia Street from Residential, Suburban (RS) to Residential, Low (RL).

Assistant Planner Joseph Laris described the application and presented the staff report.

Staff recommends the Planning Commission forward a recommendation for approval of COZ-2026-0001 to City Council.

Planning Commission Questions of Staff: Chairman Hempstead asked staff to review for the Planning Commission and members of the public present describing a change of zone and land uses.

Testimony by Applicant/Applicant's Representative:

Chris Yourdan, Harpster Land Development for Big Sky North LLC, 5804 Road 90 Suite C, Pasco, WA 99301, Applicant's Representative:

Mr. Yourdan stated he is the applicant representative and said the purpose of the change of zone is for future housing development; requests Planning Commissioners to approve the request.

Testimony in Favor of the Request: None

Testimony Against the Request:

Stephanie Weyn
315 W. 47th Avenue
Kennewick

John Bussert
W. 49th Avenue
Kennewick

Testimony of Those Registered on Virtual Format: None.

Staff Final Comments: Mr. Laris and Mr. Donovan gave final comments from staff.

The Planning Commission asked clarifying questions of staff.

Public Testimony Closed at 6:48 p.m.

The Planning Commissioners asked clarifying questions of staff.

MOTION: Commissioner Arneson moved that the Planning Commission concur with the findings and conclusions in staff report COZ-2026-0001 and recommend APPROVAL of the request to City Council.

SECOND: Commissioner Rahimlou.

DISCUSSION: Statements by Planning Commissioners included residential housing is needed; what can be built under new State Middle Housing Bill.

VOTE: The motion passed 7-0 (Unanimously).

4. VISITORS NOT ON AGENDA: None.

5. OLD BUSINESS:

a. CITY COUNCIL ACTION UPDATES:

Mr. Donovan reported that last week the City Council remanded back to the Planning Commission the Development Code Amendment request in the UMU zone. The Planning Commission will consider the remanded application at their April 6th meeting.

6. NEW BUSINESS: None.

7. REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFFBOARD COMMENTS/DISCUSSION:

Planning Commissioners thanked the public for attending and staff for their work and recommended more public education on the new residential zoning requirements.

8. ADJOURNMENT: Chair Hempstead concluded the meeting at 6:58 p.m.

Melinda Didier, CPT
Administrative Assistant, Community Planning



COMMUNITY PLANNING DEPARTMENT

**STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION**

FILE NO: COZ-2026-0002

Staff Report Date: March 18, 2026

Hearing Date: April 6, 2026

Report Prepared by: Majenta Stuntebeck
Assistant Planner

Report Reviewed by: Steve Donovan, AICP
Planning Manager

Summary Recommendation: The City of Kennewick Planning Staff RECOMMENDS APPROVAL of Change of Zone 2026-0002.

Summary of Proposal: A Change of Zone from Residential, Suburban (RS) to Residential, Low Density (RL) for 0.76 acres.

Proposal Location: Parcel generally located at 2918 S Jean St.

Legal Description: Parcel # 1-1389-202-0004-009
THE HIGHLANDS, PLAT D, THE SOUTH 140 FEET OF THE EAST 306 FEET OF LOT 4 (DESCRIPTION CHANGE 5-19-58). EXCEPT THE SOUTH 36 FEET OF THE EAST 183 FEET AND EXCEPT THE NORTH 23.5 FEET OF THE SOUTH 59.5 FEET OF THE EAST 145 FEET (DESCRIPTION CHANGE, 4-17-73)

Property Owner: Elijah Family Homes
PO Box 2005
Richland, WA 99352

Applicant: Clover Planning & Zoning
c/o Shane O'Neill
6904 Rogue Dr
Pasco, WA 99301

Regulatory Controls:

1. Comprehensive Plan – Land Use
2. KMC Title 4 – Administrative Procedures
3. KMC Title 18 – Zoning

4. Washington State Environmental Policy Act

COZ Key Application Processing Dates:

Pre-Application/Feasibility Meeting	N/A
Application Submittal	February 10, 2026
Determination of Completeness Issued	February 18, 2026
Notice of Application Posted	February 18, 2026
SEPA Threshold Determination Issued	March 10, 2026
Property Posting Sign for SEPA Determination	March 10, 2026
SEPA Appeal Period	March 23, 2026
Date of Mailed Notice of Public Hearing	March 18, 2026
Property Posting Sign for Public Hearing	March 17, 2026
Date of Published Notice of Public Hearing	March 22, 2026

Exhibits:

1. Staff Report
2. Supplemental Narrative
3. Vicinity Images
4. Site Map
5. Comprehensive Plan Map
6. Zoning Map
7. Notice of Public Hearing Mailing
8. SEPA DNS
9. Benton Clean Air Agency Comment Letter
10. Bonneville Power Administration Email
11. Benton Public Utility District Email
12. Kennewick Irrigation District Email

Zoning adjacent to the site:

North: Residential, Suburban (RS)
 East: Residential, Low Density (RL)
 South: Residential, Suburban (RS)
 West: Residential, Suburban (RS)

Applicable Goals and Policies of the Comprehensive Plan:

Residential Goals and Policies

Goal 1: Provide for attractive, walkable, and well-designed residential neighborhoods, with differing densities and compatible with neighboring areas.
Policy 1: Maintain residential zoning regulations that offer a similar graduation in building scale and bulk.

Goal 3: Promote a variety of residential densities with a minimum density target of 3 units per acre as averaged throughout the urban area.
Policy 2: Residential Low Density – Place lands constrained by sensitive areas, those intended to provide transition to the rural area, or those appropriate for a larger lot housing within the Residential Low Density land use designation to allow for a range of lifestyles.

Kennewick Municipal Code Findings:

The following findings shall be met to approve a change of zone:

KMC 18.51.070(2): Findings:

Findings Required. To amend the zoning map, the City Council must find that:

- a. The proposed amendment conforms with the comprehensive plan; and
Staff Response: The proposed Change of Zone conforms to the comprehensive plan because the RL Zoning District is an implementing zoning district of the site's current Low Density Residential land use designation.
- b. Promotes the public necessity, convenience and general welfare; and
Staff Response: The proposed Change of Zone promotes public necessity, convenience and welfare by establishing a zoning district that is compatible with the surrounding properties.
- c. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and
Staff Response: The proposed Change of Zone will not impose additional burdens on public facilities. Future development will be required to meet applicable levels of service.
- d. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and
Staff Response: The proposed Change of Zone will establish a zoning district that complies with the Comprehensive Plan. The RL zone is an implementing zone of the site's Low Density Residential land use designation.
- e. Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.
Staff Response: The proposed Change of Zone abuts land currently zoned RL to the east.

Public Comments:

The public did not submit comments on the proposal.

Agency Comments:

Staff received comments from the Benton Clean Air Agency, Bonneville Power Administration, Benton Public Utility District, and Kennewick Irrigation District stated they have no comment on the proposal.

Staff Analysis of Proposal & Discussion:

The City annexed the site on February 16, 1999 by Ordinance 3848 and zoned the property RS – Residential, Suburban.

The proposed Change of Zone (COZ-2026-0002) is a request to change the zoning district for 0.76 acres. Pursuant to Table 1 of the Comprehensive Plan, the RL Zoning District is an implementing zoning district of the Low Density Residential land use designation. RCW 36.70A, Growth Management Act, requires that a city's development regulations implement its comprehensive plan.

Per KMC 18.03.040(18), the purpose of the RL zoning district is as follows:

RL – The purpose of the RL district is to establish areas for low density single-family and middle housing dwelling units, to stabilize and protect residential districts, and to promote and encourage a suitable environment for family life in an urban setting.

Per KMC 18.03.040(18), the purpose of the RS zoning district is as follows:

RS – The purpose of the RS district is to establish areas for low density single-family and middle housing dwelling units, to stabilize and protect residential districts, and to promote and encourage a suitable environment for family life in a semi-rural setting.

The RL district permits smaller lots compared to the RS district. RL requires a 5500 sq ft minimum lot size compared to RS which requires an 8000 sq ft min lot size. Both RS and RL allow for townhome lots with a minimum size of 1800 sq ft.

Future development of the site will be limited to only the permitted uses of the RL Zoning District and subject to the applicable development and design standards. Additionally, development will be subject to meeting applicable concurrency requirements, which include utility and street improvements.

The proposed findings meet the requirements of KMC 18.51.070(2).

Findings:

1. The applicant is Clover Planning & Zoning, c/o Shane O’Neill, 6904 Rogue Dr, Pasco, WA 99301.
2. The property owner is Elijah Family Homes, PO Box 2005, Richland, WA 99352.
3. The proposed Change of Zone is located at 2918 S Jean St. Parcel Number: 1-1389-202-0004-009.
4. The City’s Comprehensive Plan Land Use Designation for the subject property is Low Density Residential.
5. The request is to change the zone from Residential, Suburban to Residential, Low Density.
6. The Residential, Low Density District is an implementing zone of the Low Density Residential Comprehensive Plan Land Use Map Designation.
7. The application was submitted on February 10, 2026.
8. The application was declared complete, routed for review to City Departments and outside agencies on February 18, 2026.
9. Access to the site is via S Jean St.
10. The Environmental Determination of Non-Significance, ED-2026-058, was issued March 10, 2026.
11. The Property Posting sign for the public hearing was posted on site March 17, 2026.
12. Notice of the public hearing for this application was published in the Tri-City Herald on March 22, 2026.
13. Notices for the hearing were mailed to property owners within 300 feet of the site on March 18, 2026.
14. The proposed amendment conforms to the comprehensive plan.

15. The proposed amendment promotes the public necessity, convenience and general welfare.
16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City.
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

Conclusions:

1. Approval will implement the Comprehensive Plan Land Use Designation of Low Density Residential.
2. Approval will not result in an increase of adverse environmental impacts.
3. Approval will implement Residential Goals 1 and 3 of the City of Kennewick Comprehensive Plan.
4. Approval will result in the promotion of public necessity, convenience and/or general welfare.
5. The proposed Change of Zone complies with KMC 18.51.070(2).

Recommendation:

Staff have reviewed the application and recommend that the Planning Commission concur with the findings and conclusions contained in staff report COZ-2026-0002 and recommend approval to City Council.

Motion:

I move that the Planning Commission concur with the findings and conclusions in staff report COZ-2026-0002 and recommend approval of the request to City Council.



Clover Planning & Zoning, LLC
Land Use Services

February 10, 2026

Rezoning Application Supplemental Code Criteria Narrative

To: CITY OF KENNEWICK Planning Department Staff, Planning Commission
& City Council

Subject: Rezoning Application – Benton County Tax Parcel No. 113892020004009 (2918 S. Jean Street)
Approximately 0.76 acres, located on the west side of S. Jean Street, north of W. 29th Place, Kennewick, Washington

Zone Change: Residential Suburban (RS) to Residential Low Density (RL)

The nature and effect of the proposed change:

The nature of the proposed rezoning is residential in character. The subject parcel is currently zoned Residential Suburban (RS), which is intended to accommodate low-intensity residential development characterized by larger lot sizes and a semi-suburban development pattern. The proposed rezoning to Residential Low Density (RL) would allow for modestly increased residential density while retaining single-family residential use as the primary land use.

The effect of rezoning the site from RS to RL would be to permit more efficient utilization of the land consistent with surrounding development patterns and the County's long-range land use planning objectives. RL zoning allows for smaller lot sizes and a density range that better reflects the parcel's location within an urbanized area served by public infrastructure. The rezoning would not introduce non-residential uses or higher-intensity housing types, but rather would allow a development pattern that is more consistent with the evolving residential character of the area consistent with the Low Density Residential Comprehensive Plan Land Use Designation.

Conditions warranting the proposed rezoning

The proposed rezone from RS to RL is warranted due to changed conditions and planning considerations affecting the subject property and surrounding area, including recent statewide housing legislation that directly impacts local zoning policy.

1. Urbanization of the Surrounding Area

The subject parcel is located within an area that has transitioned away from a semi-rural character toward a more fully urban residential environment. Some of the surrounding properties are developed with suburban residential uses with access to public streets and utilities. The continuation of RS zoning on the subject parcel results in an underutilization of land that is otherwise suited for low-density urban residential development.

2. Availability of Public Infrastructure

The parcel is located along S. Jean Street and in proximity to established residential neighborhoods. The area is served by public infrastructure appropriate for RL development, including roadway access and urban utilities. These conditions reduce the need for large-lot suburban zoning and support a transition to a low-density residential designation.

3. Alignment With Washington State “Middle Housing” Statutes

Recent Washington State legislation represents a significant changed condition warranting reconsideration of legacy low-density zoning classifications. In 2023, the Legislature adopted House Bill 1110, codified at RCW 36.70A.635, which requires cities planning under the Growth Management Act to allow a broader range of “middle housing” types—including duplexes, triplexes, fourplexes, and courtyard apartments—within traditionally single-family residential areas.

The Legislature explicitly found that exclusionary zoning patterns contribute to housing shortages and rising costs, and directed cities to update development regulations to accommodate more diverse housing forms at neighborhood-compatible scales. Rezoning the subject parcel from RS to RL advances the intent of HB 1110 by allowing residential development patterns that are more consistent with state policy encouraging modest increases in density within urban areas already served by infrastructure.

In addition, HB 1337 (2023) further limits local barriers to middle housing by restricting excessive minimum parking requirements and reinforcing the Legislature’s objective of enabling infill housing on appropriately located residential parcels. Together, these statutes reflect a clear statewide policy shift away from large-lot suburban zoning in urban areas and toward more efficient use of residential land.

4. Consistency With Growth Management Objectives

The City of Kennewick Comprehensive Plan emphasizes directing residential growth to areas where public facilities and services can be provided efficiently, while reducing sprawl and encouraging infill development. Allowing RL zoning on the subject parcel supports compact development patterns, makes

better use of existing infrastructure, and aligns local zoning with state-mandated housing and growth management objectives.

5. Logical and Incremental Zoning Transition

The proposed RL designation represents a logical and incremental transition from RS zoning. The rezone does not represent a dramatic increase in intensity, but rather a refinement of zoning that reflects the parcel's location, size, surrounding development pattern, and evolving state and local housing policy. RL zoning maintains a low-density residential character while allowing flexibility to respond to current and future housing needs.

Advancement of Public Health, Safety, and General Welfare

Approval of the proposed rezone would advance the public health, safety, and general welfare in several respects:

- Encouraging development of a currently underutilized parcel will reduce unmanaged vegetation and the potential for nuisance conditions such as invasive weeds, rodents, and debris accumulation.
- Residential development under RL standards will promote orderly site design, improved drainage, and compliance with modern building and safety codes.
- Additional housing opportunities in an urbanized area support community stability and help meet ongoing residential demand without extending development into less suitable areas.
- Incremental residential growth strengthens the local tax base, supporting public services and infrastructure maintenance.

Effect on the Value and Character of Adjacent Property

The proposed rezone from RS to RL is expected to have a neutral to positive effect on surrounding properties.

1. Compatibility With Existing Residential Uses

RL zoning permits single-family residential development similar in building form, height, and setbacks to existing homes in the vicinity. No commercial or higher-density multi-family uses are introduced, preserving neighborhood compatibility.

2. Enhancement of Property Values

Allowing a modest increase in residential density can enhance the market value of the subject parcel and may have a stabilizing or positive influence on adjacent properties by encouraging investment, new construction, and improved site conditions.

3. Neighborhood Character

While RL zoning allows smaller lots than RS, it maintains a low-density residential character. The resulting development pattern will remain consistent with suburban residential expectations and will not create abrupt or incompatible changes in scale or intensity.

4. Traffic and Public Services

Any increase in residential units would result in only a modest increase in local traffic, well within the capacity of existing residential streets. Additional residents also contribute to funding public services through property and sales tax revenues.

Summary

The rezone is expected to:

- Raise adjacent property values over time through market demand and infrastructure growth,
- Encourage a gradual, compatible transition to suburban residential character,
- Maintain land use compatibility, and
- Deliver community-level benefits through improved services and connectivity.

Overall, the change supports long-term neighborhood stability and property value enhancement without disrupting the existing residential fabric.

Relationship to Kennewick's Comprehensive Plan

The proposed rezone from Residential Suburban (RS) to Residential Low Density (RL) is consistent with and advances multiple goals and policies of the City of Kennewick Comprehensive Plan, particularly those addressing urban growth management, efficient land use, housing supply, and coordinated development within the Urban Growth Area (UGA).

Urban Area Goals and Policies

Urban Area Goal 2: Encourage growth within the Urban Growth Area

The subject parcel is located within the City of Kennewick and the UGA and is served, or capable of being served, by urban infrastructure. The proposed rezone directly advances this goal by facilitating residential development at urban-appropriate densities.

- **Policy 2.1:** *Support annexation where infrastructure and services allow for urban densities.*
While the site is already within the City, rezoning from RS to RL supports the policy's broader intent by allowing densities consistent with urban service levels.
- **Policy 2.2:** *Promote new growth consistent with the Comprehensive Land Use Map, the Capital Facilities Plan and the Capital Improvement Plan.*
RL zoning allows residential growth consistent with planned infrastructure capacity and urban land use expectations.
- **Policy 2.3:** *Encourage compact development patterns within the UGA that can be efficiently served by public facilities.*
RL zoning permits a more compact development pattern than RS zoning, making more efficient use of land and existing public facilities without introducing incompatible intensity.

Urban Area Goal 5: Coordinate land uses and development regulations between the City and other jurisdictions

- **Policy 5.2:** *Pursue efforts to fully implement the City’s development regulations within the UGA.*
The proposed rezone aligns zoning with the City’s residential development standards and long-term urban planning objectives.
- **Policy 5.3:** *Discourage incompatible land uses from locating near or adjacent to each other.*
The rezone maintains residential use and ensures compatibility with surrounding residential neighborhoods by retaining low-density standards appropriate to the area.

Residential Goals and Policies

Residential Goal 1: Provide for attractive, walkable, and well-designed residential neighborhoods, with differing densities and compatible with neighboring areas

- **Policy 1.1:** *Maintain residential zoning regulations that offer a similar graduation in building scale and bulk.*
The RS-to-RL rezone represents an incremental transition in density and scale, avoiding abrupt changes while allowing flexibility appropriate to an urban neighborhood.

Residential Goal 3: Promote a variety of residential densities with a minimum density target of 3 units per acre as averaged throughout the urban area

This goal is particularly supportive of the proposed rezone.

- **Policy 3.1:** *Establish and implement maximum densities in the City’s residential zoning categories.*
RL zoning provides clear density parameters consistent with City standards.
- **Policy 3.2:** *Residential Low Density: Place lands constrained by sensitive areas, those intended to provide transition to the rural area, or those appropriate for larger lot housing within the Residential Low Density land use designation to allow for a range of lifestyles.*
The subject parcel is appropriate for Residential Low Density zoning as it provides a transition between suburban development patterns while remaining fully urban in character.

Maintaining RS zoning on the parcel limits the City’s ability to meet its minimum density objectives and underutilizes land located within the UGA. Rezoning to RL better supports the City’s policy direction to achieve an average minimum density of 3 units per acre across the urban area.

Summary

The proposed rezone from RS to RL:

- Implements **Urban Area Goal 2** by encouraging efficient residential growth within the UGA;
- Advances **Urban Area Goal 5** by aligning zoning with adopted City regulations and discouraging incompatible land uses;
- Supports **Residential Goal 1** through a compatible and incremental transition in residential scale;
- Directly advances **Residential Goal 3** by promoting a broader range of residential densities and supporting the City’s minimum density targets.

Accordingly, the proposed rezone represents a consistent, well-supported, and appropriate implementation of the City of Kennewick Comprehensive Plan.

Effect if the Proposed Rezone Is Not Granted

If the proposed rezone from RS to RL is not approved, the property owner would experience several limitations:

1. **Reduced Development Potential**

RS zoning limits residential density and requires larger lots, resulting in fewer potential dwelling units on a parcel that is otherwise suitable for low-density urban residential development.

2. **Lower Economic Utility of the Property**

The constrained development potential under RS zoning reduces the economic value and marketability of the parcel compared to similarly situated properties zoned RL.

3. **Inconsistency With Surrounding Development Trends**

Maintaining RS zoning may leave the parcel underdeveloped relative to nearby residential areas, potentially creating an isolated pocket of lower-intensity zoning inconsistent with long-term planning objectives.

4. **Missed Opportunity for Efficient Land Use**

Denial of the rezone would perpetuate an inefficient use of land within an urbanized area, contrary to the County's growth management goals.

5. **Barriers to Meeting Housing Demand**

The owner would not be able to contribute to meeting Kennewick's increasing demand for housing in a high-growth area. The effect would be a missed opportunity for the owner to capitalize on timing, when housing needs and policy goals align with upzoning.

Conclusion

The proposed rezone of Benton County Tax Parcel No. 113892020004009 from Residential Suburban (RS) to Residential Low Density (RL) is justified by changed conditions, compatibility with surrounding development, availability of public infrastructure, and consistency with the Benton County Comprehensive Plan. The rezone represents a modest, logical adjustment that supports orderly growth, protects neighborhood character, and advances the public health, safety, and general welfare.

Please reach out to Clover Planning & Zoning LLC if your review would benefit from any additional information.

Sincerely,

Shane O'Neill

Clover Planning & Zoning LLC

www.planclover.com

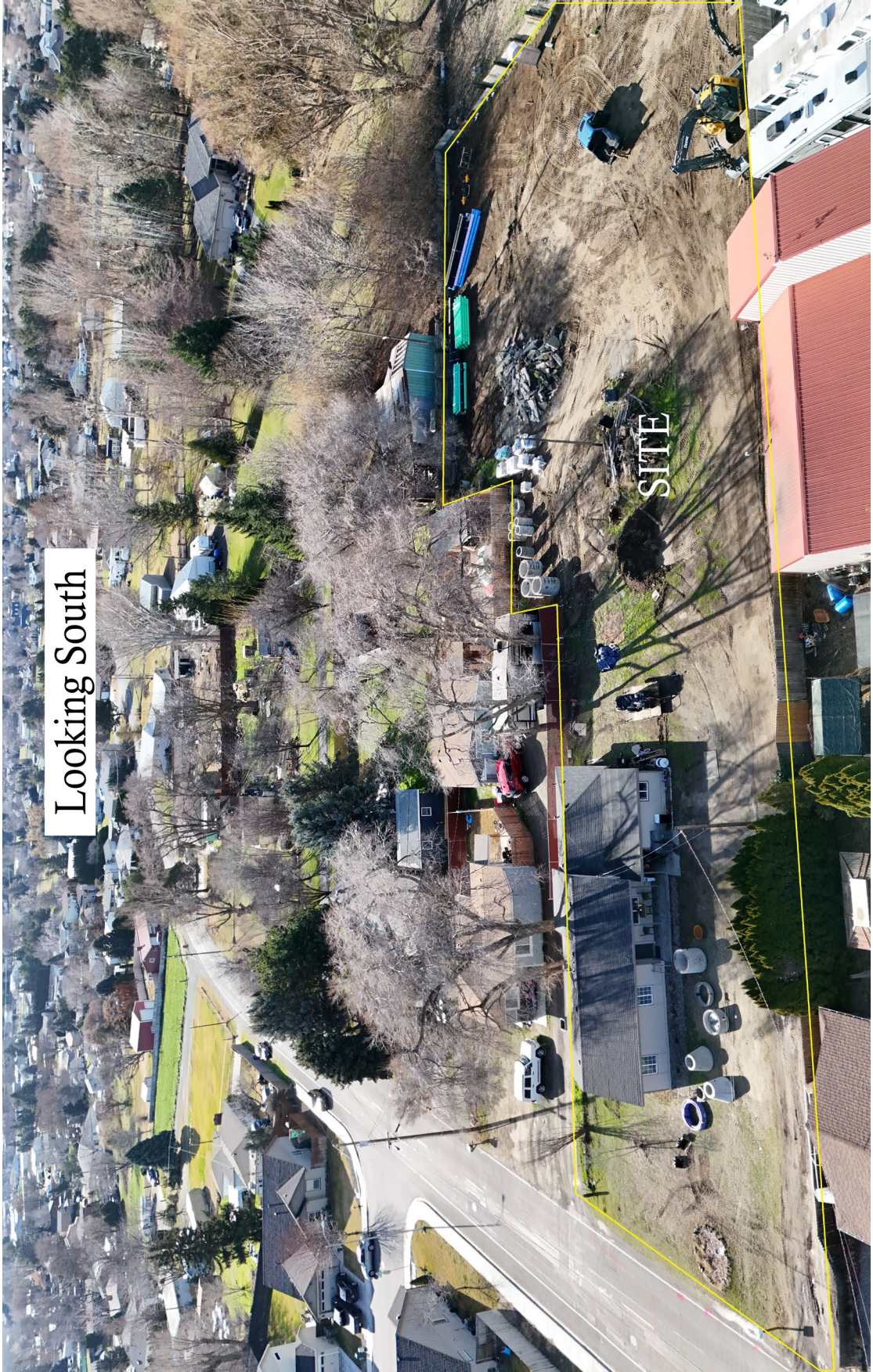
(509)713-4560
planlover@outlook.com
UBI# 604-914-810

Exhibit List

- 1) Maps
- 2) Vicinity Images



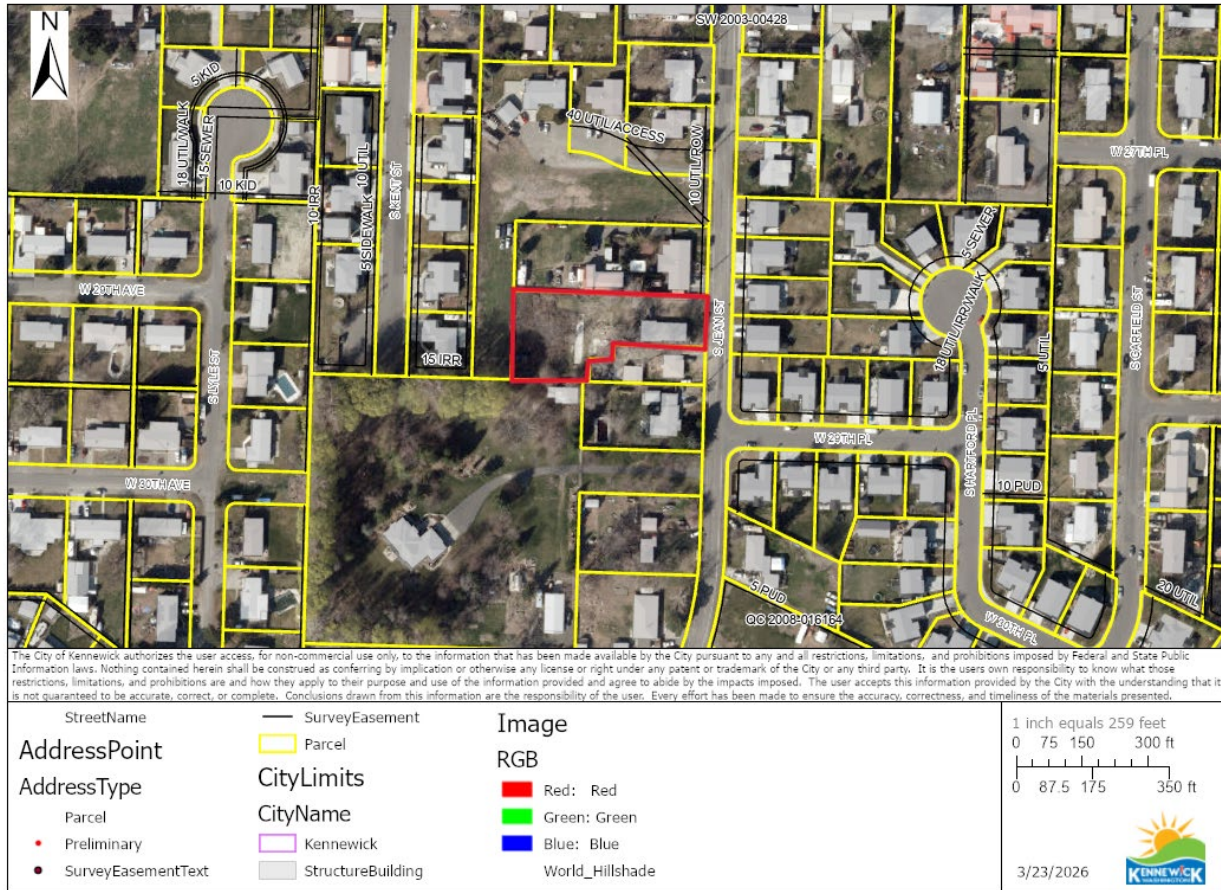








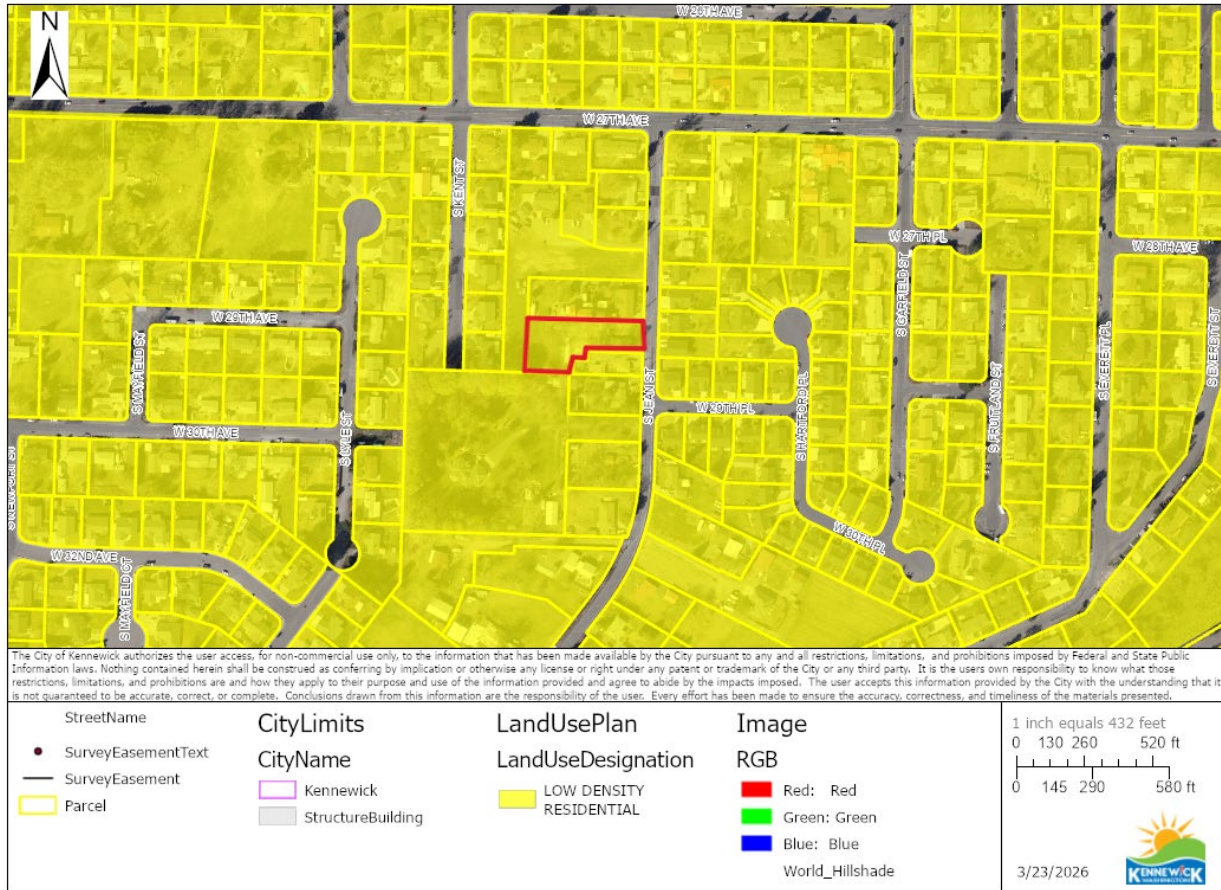
COK Permitting Map



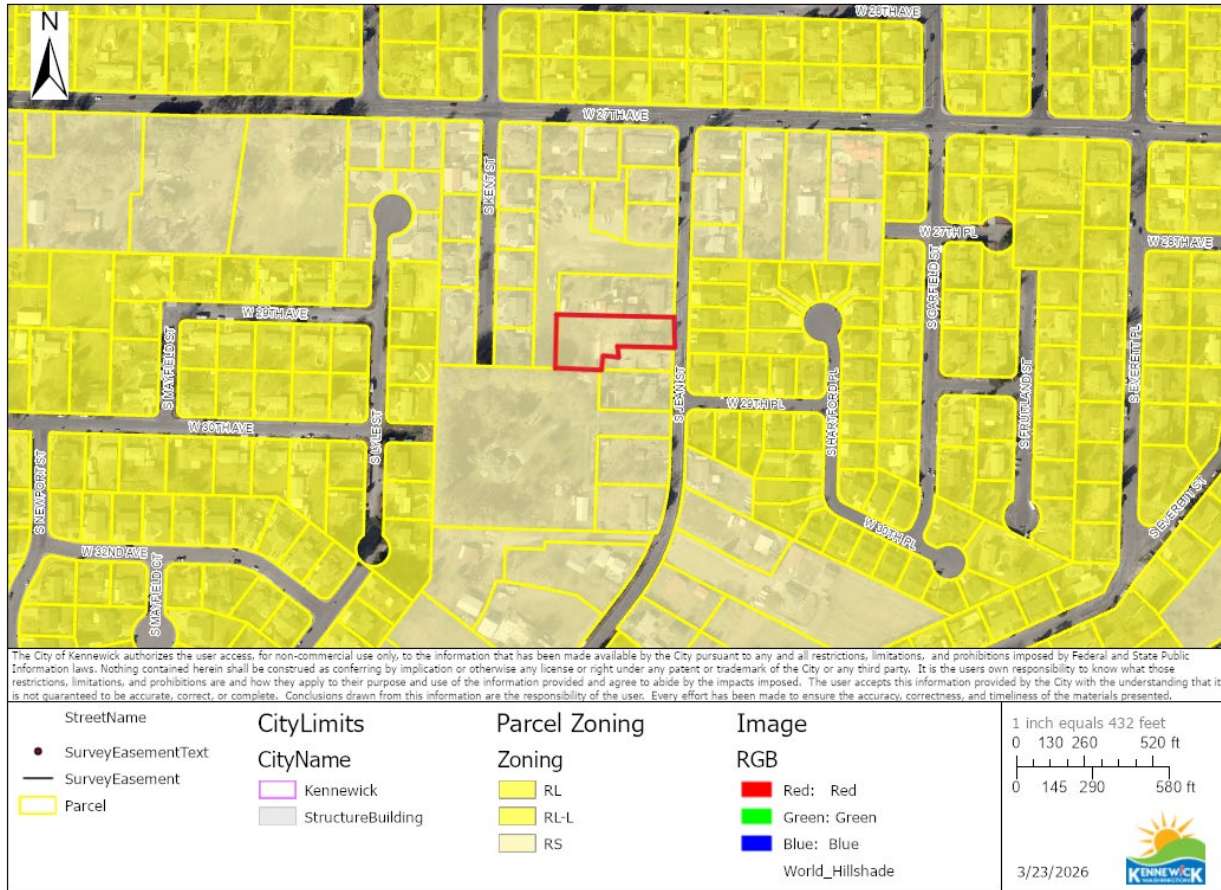
The City of Kennebec authorizes the user access, for non-commercial use only, to the information that has been made available by the City pursuant to any and all restrictions, limitations, and prohibitions imposed by Federal and State Public Information laws. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any patent or trademark of the City or any third party. It is the users own responsibility to know what those restrictions, limitations, and prohibitions are and how they apply to their purpose and use of the information provided and agree to abide by the impacts imposed. The user accepts this information provided by the City with the understanding that it is not guaranteed to be accurate, correct, or complete. Conclusions drawn from this information are the responsibility of the user. Every effort has been made to ensure the accuracy, correctness, and timeliness of the materials presented.

StreetName	— SurveyEasement	Image	1 inch equals 259 feet
AddressPoint	Parcel	RGB	0 75 150 300 ft
AddressType	CityLimits	Red: Red	0 87.5 175 350 ft
Parcel	CityName	Green: Green	
Preliminary	Kennebec	Blue: Blue	
SurveyEasementText	StructureBuilding	World_Hillshade	3/23/2026

COK Permitting Map



COK Permitting Map



KENNEWICK PLANNING COMMISSION**NOTICE OF PUBLIC HEARING**

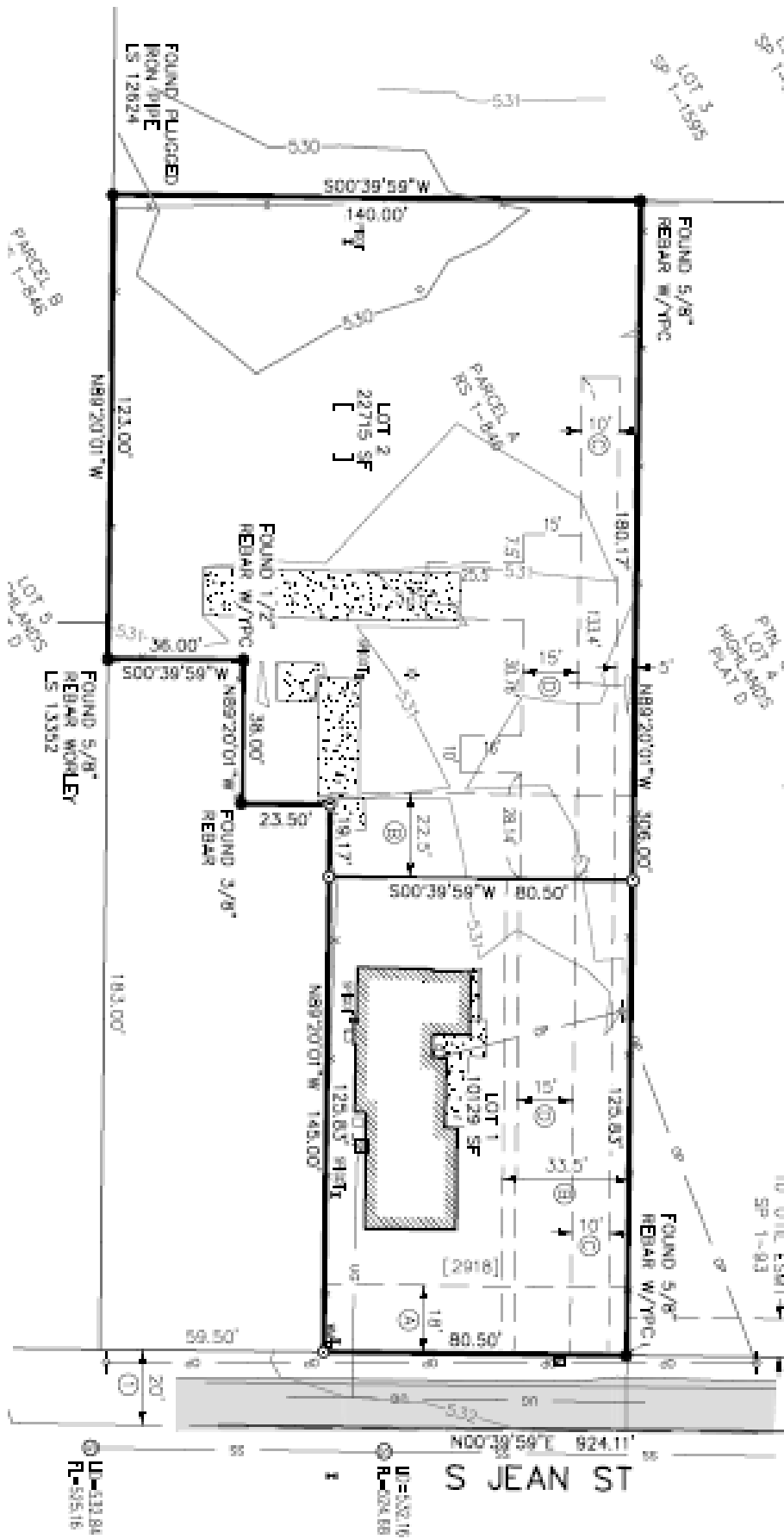
April 6, 2026 6:30 p.m.

The Kennewick Planning Commission will hold a Public Hearing on Monday, April 6, 2026, at City Hall Council Chambers, 210 West 6th Avenue, at 6:30 p.m. or as soon as possible thereafter, to receive public comment on a proposed Change of Zone. Staff will be presenting their analysis and the Planning Commission will make a recommendation to the City Council on the item. The public hearing will be conducted in a hybrid setting which will allow interested parties to participate in person or virtually. To participate virtually in the hearing, use the link found at <https://www.go2kennewick.com/598/Planning-Commission>.

Permit# COZ-2026-0002 – A Change of Zone for 0.76 acres generally located at 2918 S Jean St from Residential Suburban (RS) to Residential Low Density (RL). The site has a Land Use Designation of Low Density Residential. **Review the site map on the back of this notice.**

Submit written comments to Majenta Stuntebeck at majenta.stuntebeck@ci.kennewick.wa.us or mail to PO Box 6108, Kennewick, WA 99336. For questions about this project, please call Majenta Stuntebeck at (509) 585 – 4223.

The City of Kennewick welcomes full participation in public meeting by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact Majenta Stuntebeck at (509) 585-4223 or TDD (509) 585-4425 or through the Washington Relay Service Center TTY at #711 at least ten days prior to the date of the meeting to make arrangements for special needs.





DETERMINATION OF NON-SIGNIFICANCE

FILE/PROJECT NUMBER: ED-2026-0005

DESCRIPTION OF PROPOSAL: Rezone 0.76 acres from RS to RL.

PROPONENT: Clover Planning and Zoning, c/o Shane O'Neill 6904 Rogue Dr. Pasco, WA 99301

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: 2918 S Jean St. Kennewick, WA 99337

LEAD AGENCY: City of Kennewick

DETERMINATION: The City of Kennewick has determined that this proposal does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) will not be required under RCW 43.21C.030(2)(c). This decision was made after reviewing a complete environmental checklist and other information on file with the city. This information is available to the public on request. Application for other required permits may require further review under SEPA procedures.


- There is no comment period for this DNS.
- This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.
- This DNS is issued under 197-11-340(2); the City will not act on this proposal for fifteen days from the date below. Comments must be submitted by _____. After the review period has elapsed, all comments received will be evaluated and the DNS will be retained, modified, or withdrawn as required by SEPA regulations.

RESPONSIBLE OFFICIAL: Anthony Muai, AICP
POSITION/TITLE: Planning Director
ADDRESS: 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336
PHONE: (509) 585-4386

Changes, modifications and/or additions to the checklist have been made on the attached Environmental Checklist Review.

This DNS is subject to the attached conditions:

- No conditions.
- See attached condition(s).

Date: 3/10/2026 Signature: 

Appeal: An appeal of this determination must be submitted to the Community Planning Department within fourteen (14) calendar days after the date issued (3/9/26), no later than **4:30 p.m. on March 23, 2026**. This appeal must be written and make specific factual objections to the City's threshold determination. Appeals shall be conducted in conformance with Section 4.12.090(9) of the Kennewick Municipal Code and the required fees pursuant to the City's adopted Fee Schedule shall be paid at time of appeal.

EMAIL majenta.stuntebeck@ci.kennewick.wa.us **PHONE** (509) 585-4223
ADDRESS 210 W 6th Ave. Kennewick, WA 99336 • PO Box 6108
WEBSITE go2kennewick.com



Copies of this DNS were mailed to: Dept. of Ecology, WA Dept. of Fish & Wildlife, WSDOT, Yakama Nation, CTUIR & ED-2026-0005 File

EMAIL majenta.stuntebeck@ci.kennewick.wa.us **PHONE** (509) 585-4223
ADDRESS 210 W 6th Ave. Kennewick, WA 99336 • PO Box 6108
WEBSITE go2kennewick.com



BENTON CLEAN AIR AGENCY

February 18, 2026

Re: COZ-2026-0002 & ED-2026-0005

Majenta Stuntebeck
Assistant Planner
210 W 6th Ave
Kennewick, WA 99336

Applicant/Proponent: Clover Planning & Zoning
Attn: Shane O'Neill

Dear Ms. Stuntebeck:

It has come to our attention that you are reviewing a proposal for the above-named applicant in which a parcel or parcels will be disturbed for development. Because these activities may cause possible fugitive dust emissions, we would like to take this opportunity to provide information to ensure that the applicant takes reasonable steps to control the dust from his/her project.

The Benton Clean Air Agency (BCAA) requires the applicant submit a Proof of Contact: Soil Destabilization Notification for this project prior to any excavation/construction taking place. This will ensure that the proponent has the ability and resources to control fugitive dust emissions that may be created because of construction activities. This will also inform them of the regulations and requirements of the BCAA. Additionally, a written dust control plan must be developed and maintained for all soil destabilization projects and must be readily available upon request by the BCAA. Part of this plan is submitting the name of at least one person for the project so that the BCAA has a point of contact should we receive any dust complaints from the project. The Soil Destabilization Notification form can be found and submitted on our website, www.bentoncleanair.org.

Thank you for the opportunity to comment on this proposal. If you have any questions, or would like further information on this subject, please contact us at (509) 783-1304.

Sincerely,

Deon Steichen

Deon Steichen
Inspector

From: Rodgers, Deborah (CONTR) - TERR-TRI CITIES RMHQ <dxrodgers@bpa.gov>
Sent: Wednesday, March 4, 2026 3:39 PM
To: Majenta Stuntebeck
Subject: RE: COZ-2026-0002 & ED-2026-0005

Majenta,

Bonneville Power Administration (BPA) has had the opportunity to review COZ-2026-0002 & ED-2026-0005.

In researching our records, we have found that this proposal will not directly impact BPA facilities approximately 2,476 feet from the subject property. BPA does not have any objections to the approval of this request at this time.

If you have any questions or need additional information, please contact me at (360) 624-0566 or BPA realty specialist Valorie Connell at (509) 544-4746.

Thank you for the opportunity to review this application.

Deborah Rodgers
BONNEVILLE POWER ADMINISTRATION
 DEPARTMENT OF ENERGY
 (CONTR) Actalent
 Right-of-Way Agent | Real Property Field Services | TERR/Tri-Cities-RMHQ
dxrodgers@bpa.gov | 360-624-0566

From: Majenta Stuntebeck <Majenta.Stuntebeck@ci.kennewick.wa.us>
Sent: Wednesday, February 18, 2026 9:04 AM
To: Ashley M. Morton <AshleyMorton@ctuir.org>; BCAA <contact@bentoncleanair.org>; Ben Franklin Transit - Kevin Sliger <ksliger@bft.org>; Benton Clean Air - Deon Steichen <deon.steichen@bentoncleanair.org>; Benton Clean Air Authority - Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton Clean Air John Lyle <john.lyle@bentoncleanair.org>; Benton Franklin Health Dept. - Erin Hockaday <erint@bfhd.wa.gov>; Benton PUD - Angela Richman <richmana@bentonpud.org>; Benton PUD - engineering services <engservice@bentonpud.org>; Benton PUD - Jeff Vosahlo <vosahloj@bentonpud.org>; Benton PUD Chad Brooks <brooksc@bentonpud.org>; Benton PUD Evan Edwards <edwardse@bentonpud.org>; Benton PUD Shanna Everson <eversons@bentonpud.org>; Benton PUD Tina Glines <glinest@bentonpud.org>; Rodgers, Deborah (CONTR) - TERR-TRI CITIES RMHQ <dxrodgers@bpa.gov>; BPA - Nicole Cummings <NMCummings@bpa.gov>; Connell, Valorie L (BPA) - TERR-PASCO <VLConnell@bpa.gov>; Castle, Angela C (CONTR) - TERR-PASCO <ACCastle@BPA.gov>; Cascade Gas James Thomas <james.thomas@cngc.com>; Cascade Natural Gas <roger.johnson@cngc.com>; Cascade Natural Gas - Jody Adams <jody.adams@cngc.com>; Casey Barney <Casey_Barney@Yakama.com>; Charter - Junior Campos <junior.campos@charter.com>; Columbia Irrigation District <cid@columbiairrigation.com>; Department of Fish and Wildlife <Troy.Maikis@dfw.wa.gov>; Dept of Archaeology and Historic Preservation (<sepa@dahp.wa.gov> <sepa@dahp.wa.gov>); Dept of Natural Resources SEPA Center

<sepacenter@dnr.wa.gov>; Dustin Fisk - Kennewick School District (dustin.fisk@ksd.org)
<dustin.fisk@ksd.org>; Greg Wendt (Greg.Wendt@co.benton.wa.us) <Greg.Wendt@co.benton.wa.us>;
Homero Gonzalez <Homero.Gonzalez@ziply.com>; Jessica Lally <Jessica_Lally@Yakama.com>; Kevin
Fuerst - Waste Management <kfuerst1@wm.com>; KID Development <development@kid.org>; Mike
Beck - Spectrum <Mike.Beck@charter.com>; Mike Slack - Waste Management <MSlack1@wm.com>;
Mike Stevens - (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; Noah Oliver
<Noah_Oliver@Yakama.com>; Spectrum <Ryan.Sams@charter.com>; US Army Corps of Engineers -
Seattle <paoteam@nws02.usace.army.mil>; US Army Corps of Engineers- Walla Walla <[cenww-
re@usace.army.mil](mailto:cenww-
re@usace.army.mil)>; WDFW (R3Planning@dfw.wa.gov) <R3Planning@dfw.wa.gov>; Williams Pipeline-
Eric Smull <Eric.Smull@williams.com>; WSDOT <scplanning@wsdot.wa.gov>; Yakama Nation - Thalia
Sachtelban <enviroreview@yakama.com>; Ziplly Fiber Christy Ross <christy.ross@ziply.com>
Subject: COZ-2026-0002 & ED-2026-0005

Good Morning,

Please review the attached Change of Zone and Environmental Determination application.
The applicant info is:

Shane O'Neill
Clover Planning & Zoning
(509) 713-5460
plancllover@outlook.com

The comment period begins today and ends at 4:30pm on March 5th. Please let me know if
you have any questions.

Best,



Majenta Stuntebeck
City of Kennewick
Assistant Planner
O: 509.585.4223
Majenta.Stuntebeck@ci.kennewick.wa.us

From: [Tina Glines](#)
To: [Majenta Stuntebeck](#)
Subject: RE: [E] COZ-2026-0002 & ED-2026-0005
Date: Thursday, February 19, 2026 7:37:00 AM
Attachments: [image002.png](#)
[image004.png](#)
[image001.png](#)

No comments.

Thank you,

Tina Glines

Distribution Design Technician
(509) 582-1241



[Redbook: Customer Engineering Standards](#)

From: Majenta Stuntebeck <Majenta.Stuntebeck@ci.kennewick.wa.us>
Sent: Wednesday, February 18, 2026 9:04 AM
To: Ashley M. Morton <AshleyMorton@ctuir.org>; BCAA <contact@bentoncleanair.org>; Ben Franklin Transit - Kevin Sliger <ksliger@bft.org>; Benton Clean Air - Deon Steichen <deon.steichen@bentoncleanair.org>; Benton Clean Air Authority - Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton Clean Air John Lyle <john.lyle@bentoncleanair.org>; Benton Franklin Health Dept. - Erin Hockaday <erint@bfhd.wa.gov>; Angela Richman <richmana@bentonpud.org>; EngService <engservice@bentonpud.org>; Jeff Vosahlo <vosahloj@bentonpud.org>; Chad Brooks <brooksc@bentonpud.org>; Evan Edwards <edwardse@bentonpud.org>; Shanna Everson <eversons@bentonpud.org>; Tina Glines <glinest@bentonpud.org>; BPA - Deborah Rodgers <dxrodgers@bpa.gov>; BPA - Nicole Cummings <NMCummings@bpa.gov>; BPA - Valorie Connell <VLConnell@bpa.gov>; BPA- Angela Castle <ACCCastle@BPA.gov>; Cascade Gas James Thomas <james.thomas@cngc.com>; Cascade Natural Gas <roger.johnson@cngc.com>; Cascade Natural Gas - Jody Adams <jody.adams@cngc.com>; Casey Barney <Casey_Barney@Yakama.com>; Charter - Junior Campos <junior.campos@charter.com>; Columbia Irrigation District <cid@columbiairrigation.com>; Department of Fish and Wildlife <Troy.Maikis@dfw.wa.gov>; Dept of Arhaeology and Historic Preservation (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept of Natural Resources SEPA Center <sepacenter@dnr.wa.gov>; Dustin Fisk - Kennewick School District (dustin.fisk@ksd.org) <dustin.fisk@ksd.org>; Greg Wendt (Greg.Wendt@co.benton.wa.us) <Greg.Wendt@co.benton.wa.us>; Homero Gonzalez <Homero.Gonzalez@ziply.com>; Jessica Lally

<Jessica_Lally@Yakama.com>; Kevin Fuerst - Waste Management <kfuerst1@wm.com>; KID Development <development@kid.org>; Mike Beck - Spectrum <Mike.Beck@charter.com>; Mike Slack - Waste Management <MSlack1@wm.com>; Mike Stevens - (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; Noah Oliver <Noah_Oliver@Yakama.com>; Spectrum <Ryan.Sams@charter.com>; US Army Corps of Engineers - Seattle <paoteam@nws02.usace.army.mil>; US Army Corps of Engineers- Walla Walla <cenww-re@usace.army.mil>; WDFW (R3Planning@dfw.wa.gov) <R3Planning@dfw.wa.gov>; Williams Pipeline- Eric Smull <Eric.Smull@williams.com>; WSDOT <scplanning@wsdot.wa.gov>; Yakama Nation - Thalia Sachtleban <enviroreview@yakama.com>; Ziplly Fiber Christy Ross <christy.ross@ziplay.com>

Subject: [E] COZ-2026-0002 & ED-2026-0005

[EXTERNAL EMAIL]

Good Morning,

Please review the attached Change of Zone and Environmental Determination application. The applicant info is:

Shane O'Neill
Clover Planning & Zoning
(509) 713-5460
plancllover@outlook.com

The comment period begins today and ends at 4:30pm on March 5th. Please let me know if you have any questions.

Best,

Majenta Stuntebeck
City of Kennewick
Assistant Planner
O: 509.585.4223
Majenta.Stuntebeck@ci.kennewick.wa.us

From: [Chris Sittman](#)
To: [Majenta Stuntebeck](#)
Cc: [Wendy Durado](#)
Subject: RE: COZ-2026-0002 & ED-2026-0005
Date: Thursday, February 26, 2026 8:30:35 AM
Attachments: [image001.png](#)
[image002.png](#)

KID has no comments.

Chris D. Sittman
 Engineering Dept./CAD Specialist
 Kennewick Irrigation District
 2015 S. Ely St.
 Kennewick, WA 99337
 Desk: 509-460-5435
 Cell: 509-873-1123

From: Majenta Stuntebeck <Majenta.Stuntebeck@ci.kennewick.wa.us>
Sent: Wednesday, February 18, 2026 9:04 AM
To: Ashley M. Morton <AshleyMorton@ctuir.org>; BCAA <contact@bentoncleanair.org>; Ben Franklin Transit - Kevin Sliger <ksliger@bft.org>; Benton Clean Air - Deon Steichen <deon.steichen@bentoncleanair.org>; Benton Clean Air Authority - Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton Clean Air John Lyle <john.lyle@bentoncleanair.org>; Benton Franklin Health Dept. - Erin Hockaday <erint@bfhd.wa.gov>; Benton PUD - Angela Richman <richmana@bentonpud.org>; Benton PUD - engineering services <engservice@bentonpud.org>; Benton PUD - Jeff Vosahlo <vosahloj@bentonpud.org>; Benton PUD Chad Brooks <brooksc@bentonpud.org>; Benton PUD Evan Edwards <edwardse@bentonpud.org>; Benton PUD Shanna Everson <eversons@bentonpud.org>; Benton PUD Tina Glines <glinest@bentonpud.org>; BPA - Deborah Rodgers <dxrogers@bpa.gov>; BPA - Nicole Commings <NMCummings@bpa.gov>; BPA - Valorie Connell <VLConnell@bpa.gov>; BPA- Angela Castle <ACCastle@BPA.gov>; Cascade Gas James Thomas <james.thomas@cngc.com>; Cascade Natural Gas <roger.johnson@cngc.com>; Cascade Natural Gas - Jody Adams <jody.adams@cngc.com>; Casey Barney <Casey_Barney@Yakama.com>; Charter - Junior Campos <junior.campos@charter.com>; Columbia Irrigation District <cid@columbiairrigation.com>; Department of Fish and Wildlife <Troy.Maikis@dfw.wa.gov>; Dept of Archaeology and Historic Preservation (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept of Natural Resources SEPA Center <sepacenter@dnr.wa.gov>; Dustin Fisk - Kennewick School District (dustin.fisk@ksd.org) <dustin.fisk@ksd.org>; Greg Wendt (Greg.Wendt@co.benton.wa.us) <Greg.Wendt@co.benton.wa.us>; Homero Gonzalez <Homero.Gonzalez@zipl.com>; Jessica Lally <Jessica_Lally@Yakama.com>; Kevin Fuerst - Waste Management <kfuerst1@wm.com>; Development <development@kid.org>; Mike Beck - Spectrum <Mike.Beck@charter.com>; Mike Slack - Waste Management <MSlack1@wm.com>; Mike Stevens - (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; Noah Oliver

<Noah_Oliver@Yakama.com>; Spectrum <Ryan.Sams@charter.com>; US Army Corps of Engineers - Seattle <paoteam@hws02.usace.army.mil>; US Army Corps of Engineers- Walla Walla <cenww-re@usace.army.mil>; WDFW (R3Planning@dfw.wa.gov) <R3Planning@dfw.wa.gov>; Williams Pipeline- Eric Smull <Eric.Smull@williams.com>; WSDOT <scplanning@wsdot.wa.gov>; Yakama Nation - Thalia Sachtleban <enviroreview@yakama.com>; Ziplly Fiber Christy Ross <christy.ross@ziplay.com>

Subject: COZ-2026-0002 & ED-2026-0005

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

Please review the attached Change of Zone and Environmental Determination application. The applicant info is:

Shane O'Neill
Clover Planning & Zoning
(509) 713-5460
plancllover@outlook.com

The comment period begins today and ends at 4:30pm on March 5th. Please let me know if you have any questions.

Best,

Majenta Stuntebeck
City of Kennewick
Assistant Planner
O: 509.585.4223
Majenta.Stuntebeck@ci.kennewick.wa.us



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION

FILE No: DCA-2025-0006

Public Hearing Date: April 6, 2026

Proposal: Amend Kennewick Municipal Code (KMC) by creating new Section 18.15.065, to allow the expansion of nonconforming uses if certain criteria are met.

Applicants: Moe Nassar and Hary Mahal

Staff Contact: Steve Donovan, Planning Manager

Background:

Mr. Nassar and Mr. Mahal originally proposed an amendment to KMC Section 18.12.010 B.1 that would have allowed vehicle sales, incidental repair and service as a permitted use in the Urban Mixed-Use (UMU) Zone. Additionally, the amendment would have added a footnote to prohibit the use in the Vista Field Area.

Staff recommended denial of the proposed amendment to the Planning Commission at the February 2, 2026 public hearing. The Planning Commission reviewed the record and recommended approval of the amendment to the City Council.

At the March 3, 2026 City Council meeting, staff presented the Planning Commission's recommendation and staff's alternative to the proposed amendment. The City Council remanded the amendment back to the Planning Commission for further review. At the direction of the City Council, staff are proposing a new section for KMC Chapter 18.15 - Structures and Lots for the expansion of nonconforming uses.

Proposal and Analysis:

Staff propose the following amendment as an alternative to the amendment that was originally proposed by Mr. Nassar and Mr. Mahal:

Proposal

KMC 18.15.065: - Expansion of Use

- (1) A nonconforming use, in zones other than the Urban Mixed-Use Zone, may be expanded up to 25 percent in land area, and/or parking area, using the applicable review process.
 - a. Under no circumstances shall the expansion result in the following:
 - i. Increasing the number of dwelling units above the maximum allowed by the zoning code; or
 - ii. Decreasing the number of off-street parking spaces below the minimum required by the zoning code; or
 - iii. Decreasing the amount of open space, landscaping and/or other required open areas below the minimum required by the zoning code.

- (2) A conditional use permit may be approved allowing a nonconforming use in the Urban Mixed-Use Zone to expand beyond 25%, using the applicable review process found in KMC 18.42.100.
- a. Expansions in the Urban Mixed-Use Zone are subject to the following:
 - i. This provision does not apply to area within the Vista Field Master Plan; and
 - ii. KMC 18.15.065(1)(a)(i-iii); and
 - iii. The area of proposed expansion must be contiguous to the site of the existing use. For the purpose of this section, contiguous does not include land located across an alley, street or other rights of way.

Staff Analysis

The proposed amendment will allow nonconforming uses to expand up to 25% in all zones if certain criteria are met. Expansion of a nonconforming use beyond 25% will be allowed in the UMU Zone through the conditional use permit process. Expansions beyond 25% in the UMU Zone will be subject to applicable standards contained in KMC Chapter 18.80 - Urban Mixed Use.

The proposed amendments are not specific to one type of nonconforming use in one location but are applicable to all nonconforming uses throughout the city. The conditional use permit process is proposed for expansions beyond 25% in the UMU Zone so that impacts from uses not contemplated in the UMU Zone can be mitigated in a way that aligns with the purpose and intent of the UMU Zone as best as possible.

Regulatory Controls and Policies:

- Kennewick Municipal Code Title 18
- Kennewick Comprehensive Plan, 2017-2037
- Bridge-to-Bridge River-to-Railroad Plan.

Applicable City of Kennewick Comprehensive Plan Goals and Policies

URBAN DESIGN GOALS + POLICIES

Goal 1 Create an attractive, lively, pedestrian friendly and visually cohesive urban environment for Kennewick.

Policies

1. Provide a strong role for good design, addressing streetscape, landscape and building design in new and redevelopment projects through design guidelines and code.

Goal 5 Strengthen residential neighborhoods, downtown, commercial and industrial districts.

Policies

1. Promote strong and diverse neighborhoods that offer a mix of various uses, and linkages with other neighborhoods, shopping areas and public facilities.
2. Support sub-area plans to achieve planned and quality development including the Bridge-to-Bridge River-to-Railroad area.

ECONOMIC DEVELOPMENT GOAL

Goal 1 Improve the business climate in Kennewick.

Findings of Fact:

1. The applicants are Moe Nassar and Hary Mahal.
2. The application was submitted on December 2, 2025.
3. Notice of the proposed code revision was sent to the Washington State Department of Commerce on December 4, 2025, consistent with the requirements of RCW 36.70A.106.

4. The City received confirmation of starting the 60-day/Expedited review period and notice that the City has met the Growth Management Act notice to state agency requirements from the Washington State Department of Commerce on December 4, 2025.
5. The Department of Commerce granted expedited review on December 17, 2025.
6. A Determination of Non-Significance was issued on December 30, 2025.
7. The Notice of Public Hearing was published in the Tri City Herald on January 18, 2026.
8. The Planning Commission held a public hearing on February 2, 2026, and recommended approval of the original amendment.
9. City Council held a meeting on March 2, 2026, and remanded the amendment back to the Planning Commission for further review.
10. The Notice of Public Hearing was published in the Tri City Herald on March 22, 2026.
11. The Notice of Public Hearing was mailed to the applicants and parties of record on March 20, 2026.

Conclusions of Law:

1. The proposed amendment complies with the City of Kennewick Comprehensive Plan 2017-2037.
2. The proposed amendment complies with the Bridge-to-Bridge River-to-Railroad Revitalization Plan.

Staff Recommendation:

Based on the above analysis, staff recommend the Planning Commission forward a recommendation of APPROVAL to City Council for the following motion.

Motion:

I move that the Planning Commission concur with the findings and conclusions in the staff report DCA-2025-0006 and recommend approval of the amendment to establish KMC Section 18.15.065.

Exhibits:

1. Staff Report



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION

CITY OF KENNEWICK AND PORT OF KENNEWICK
VISTA FIELD DEVELOPMENT AGREEMENT
AMENDMENT AND EXTENSION

Public Hearing Date: April 6, 2026

Proposal: The City of Kennewick and Port of Kennewick Vista Field Development Agreement Amendment and Extension.

Agreement Parties: City of Kennewick and Port of Kennewick

Staff Contact: Steve Donovan, Planning Manager, AICP

Background:

The City of Kennewick and Port of Kennewick executed the original development agreement on December 5, 2017. The development agreement is valid for 10 years, or until December 5, 2027.

The reason for the development agreement is to develop the Vista Field Area pursuant to the agreement and vest to applicable laws/standards in effect at the time of adoption of the agreement. The term of the agreement shall be 10 years from the effective date.

The Port of Kennewick has requested an extension of the development agreement for an additional 10 years. Both the Port and the City of Kennewick have also proposed minor amendments to the agreement that provide updates to obligations that have been fulfilled and to provide clarity to specific design guidelines for certain infrastructure improvements. If approved the agreement will be valid until December 5, 2037.

Discussion and Analysis:

City staff reviewed the development agreement and determined that in addition to the requested extension, minor modifications needed to be made, based on completed infrastructure improvements and revised City Standards. Amendments are proposed in the following Sections:

- 5 – Transportation:
 - Subsection 5.2 changes ensure that allocated payment percentage for improvements is based on the actual construction costs at the time of construction.
 - Subsection 5.2.2, adding “the” at the beginning of the section.
- 7 – City of Kennewick Design Standards and Park and Fire Protection Facilities Impact Fees:
 - Subsection 7.1.1 changes establish the design vehicles for the modeling of the street designs.
 - Subsection 7.1.5 is a new section to establish design requirements for aerial fire apparatus roads.

The renumbering of Subsections 7.1.6-7.1.8, due to the added section.

Subsection 7.1.8 changes establish new signage requirements for fire apparatus access roads.

Subsection 7.3 change discusses the applicability of fire impact fees to the Vista Field Area.

Modifications can be made to the agreement if the City believes there is a threat to public health, safety, environmental impacts or requirements of state or federal regulations.

Any of the parties can apply for amendments to the agreement.

Regulatory Controls and Policies

- Kennewick Municipal Code Chapter 18.48 – Development Agreements

Findings of Fact:

1. The development agreement is between the City of Kennewick and the Port of Kennewick.
2. The development agreement shall be valid for an additional 10 years, until December 5, 2037.
3. The development agreement is needed to ensure that applicable development regulations and improvements agreed upon are met.
4. Amendment to subsection 5.2 will ensure proper payment for traffic mitigation.
5. Amendment to subsection 5.2.2 is a grammatical correction.
6. Amendment to subsection 7.1.1 is to ensure that proper street design modeling is used.
7. Amendment to subsection 7.1.5 establishes design requirements for aerial fire apparatus roads.
8. Amendment to subsection 7.1.8 establishes signage for fire apparatus access roads.
9. Amendment to subsection 7.3 allows for the creation of a fire impact fee for the Vista Field Area if necessary.
10. Any of the parties may apply for amendments to the agreement.

Conclusions of Law:

1. The City of Kennewick can enter into a development agreement pursuant to KMC Section 18.48.020.
2. The Planning Commission has the authority to make a recommendation to the City Council pursuant to KMC Section 18.48.050.

Staff Recommendation:

Based on the above analysis of this request, staff recommend the Planning Commission forward a recommendation of APPROVAL to City Council for the following motion.

Motion:

I move that the Planning Commission concur with the findings and conclusions in the staff report and recommend to City Council approval of the request to amend and extend the City of Kennewick and Port of Kennewick Vista Field Development Agreement.

Exhibits:

1. Staff Report

2. Proposed Development Agreement

AFTER RECORDING RETURN TO:
City of Kennewick
210 W. 6th Avenue
Kennewick WA 99336
Attn: City Clerk

CITY OF KENNEWICK AND PORT OF KENNEWICK
VISTA FIELD DEVELOPMENT AGREEMENT

Abbreviated Legal Description:

Parcel 1: REAL PROPERTY LOCATED IN SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN;

Parcel 2: LOT 2, SHORT PLAT NO. 1333, in VOL. 1 OF SHORT PLATS, PAGE 1333;

Parcel 3: LOT 3, SHORT PLAT 3336, in VOLUME 1 OF SHORT PLATS, PAGE 3336;

Parcel 4: LOT 2, SHORT PLAT 3336, in VOLUME 1 OF SHORT PLATS, PAGE 3336;

Parcel 5: A PORTION OF PARCEL 3 OF RECORD SURVEY NO. 1-521;

Parcel 6: TRACT B OF RECORD SURVEY No. 2339; AND

Parcel 7: A PORTION OF PARCEL 7 OF RECORD SURVEY 1-522;

RECORDS OF BENTON COUNTY WASHINGTON; ALL LOCATED WITHIN THE CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.

Tax Parcel Identification Numbers:

Benton County Assessor's Tax Parcels:

1-3299-100-0003-013

1-3299-101-1333-002

1-3299-101-3336-003

1-3299-101-3336-002

1-3299-100-0003-014

1-3299-300-0009-002

1-3299-300-0005-004

FULL LEGAL DESCRIPTION ATTACHED AT EXHIBIT A

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EXHIBITS TO THIS AGREEMENT

- Exhibit A: Vista Field Property Legal Description
- Exhibit B: Vista Field Property Parcel Map
- Exhibit C: Vista Field Master Plan 2017
- Exhibit D: Vista Field Master Plan - Layout
- Exhibit E: Vista Field Roadway Design Criteria Elements
- Exhibit F: Vista Field Redevelopment Project Transportation System Impact Evaluation (Part)
- Exhibit G: Fire Lane Access Intersection Triangle Example

**City of Kennewick and Port of Kennewick
VISTA FIELD DEVELOPMENT AGREEMENT**

1. DEVELOPMENT AGREEMENT. THIS VISTA FIELD DEVELOPMENT AGREEMENT (“Agreement”) is entered between the City of Kennewick, Washington, a Washington municipal corporation (“City”) and the Port of Kennewick, a Washington municipal corporation (“Port”). The City and Port are each a “Party,” and collectively the “Parties” to this Agreement. The Parties agree as follows.

2. VISTA FIELD PROPERTY. This Agreement applies to the Vista Field Redevelopment Area (the, “Property”). The Property is described in attached Exhibit A. A parcel map of the Property is attached as Exhibit B. All Exhibits to this Agreement are attached hereto and incorporated herein by this reference.

3. RECITALS AND FINDINGS.

3.1 The Port has approved a Master Plan to guide the redevelopment of Vista Field.

3.2 The City and the community has participated in development of Vista Field Master Plan including key elements related to land use planning, development standards, infrastructure and other improvements.

3.3 The Port and the City are authorized by law, including Chapter 36.70B RCW, to enter into a development agreement setting forth the development standards and other provisions to apply to development of the Property, all as set forth in this Agreement.

3.4 The Port enters this Agreement to provide certainty for the development community in the planning and redevelopment of the Property, including the funding and consideration received for meeting the development standards incident to the Vista Field Master Plan which are in excess of those necessary to facilitate Vista Field redevelopment alone.

3.5 The City and Port determine that this Agreement is appropriate to establish planning principles, development standards, and procedures in order to eliminate uncertainty in the redevelopment of Vista Field and to guide the orderly development of the Property, including the funding of improvements identified herein.

3.6 The City and Port each conducted public hearings in advance of approval of this Agreement as required by RCW 36.70B.200. And the City Council by ordinance and Port Commission by resolution each approved the Agreement and the associated Preliminary Plat.

4. VISTA FIELD MASTER PLAN AND ZONING.

4.1 **Approval of Vista Field Master Plan and Map.** The Vista Field Master Plan at Exhibit C and Vista Field Redevelopment Master Plan-Layout at Exhibit D are hereby adopted and approved and shall remain in effect and applicable to the Property during the Agreement Term.

4.2 **Urban Mixed Use Zoning Ordinance.** Kennewick Municipal Code 18.80, 18.12.010A.1, 18.12.010A.2, 18.12.010B.1, 18.12.010B.2, 18.12.030, 18.12.040, 18.12.250, 18.12.270, 18.12.280, 18.24.030, and 18.36.067 are incorporated by this reference and shall remain applicable to the Property during the Agreement Term.

5. TRANSPORTATION.

5.1 **Vista Field Roadway Design Criteria Element.** Exhibit E identifying the street plan and profile for roadways in Vista Field is hereby adopted and approved and shall remain applicable to the Property during the Agreement Term.

5.2 **Transportation System Impacts and Mitigation.** The Vista Field Redevelopment Project Transportation System Impact Evaluation (part) is attached as Exhibit F and incorporated herein by reference. The cost allocation table contained within Exhibit F outlining percentage impacts from Vista Field Development shall be applicable during the term of this agreement. Allocated percentage shall be based on actual construction costs at time of construction. Timing of improvements discussed herein shall be determined by those intersections which are close to exceeding the Level of Service (LOS) thresholds identified in Exhibit F. The following responsibilities and actions are deemed both necessary and appropriate to assure proper function of the transportation network within the Vista Field vicinity.

5.2.1 The City of Kennewick shall perform/collect bi-annual vehicle counts and other data at the locations identified in Exhibit F to determine intersection operation-levels of service to identify timing for transportation system improvements set out in Exhibit F for identified LOS.

5.2.2 The City may review and consider additional intersections within the TIF zone that includes the Vista Field Property as TIF eligible, that are not already identified in Exhibit F if consistent with standard engineering practices. However, TIF collected from development of the Vista Field Property shall be first applied to improvements identified in Exhibit F and then to subsequently identified TIF eligible projects within the Vista Field TIF zone.

5.2.3 The City will be responsible for the design and implementation of all offsite intersection improvements identified in Exhibit F. The City will notify the Port upon determination that an intersection is close to exceeding the LOS standards, and upon initiation of design work provide the Port with the Engineers' Cost Estimate prior to advertising the project for bid. The Parties acknowledge that assuming a given intersection listed in Exhibit F is on the City's TIF eligible project list for that zone, any TIF collected from the Vista Field Development will be utilized to offset the Port's proportionate share of the project costs as shown in the allocation table of Exhibit F. All TIF collected outside of the Vista Field Property but within that zone may be utilized to offset the City's proportionate share of the project costs. The remaining balance will be split between the Port and the City based upon the allocation table found in Exhibit F. The Port agrees to pay to the City a 3% construction management fee to manage each capital project. The Parties agree the 3% will be calculated against the successful bid for each project. Upon City acceptance of project at substantial completion and written notification by the City to the Port, the Port shall reimburse the City for the Port's percentage (identified in Exhibit F) of the total project costs plus the administrative fee within forty-five (45) days.

5.2.4 The Port shall plan, design and implement all onsite transportation system improvements that are the Port's sole responsibility as shown in Exhibit F ("100%" in column 14), and such other transportation improvement's as may be required for which the City does not have responsibility to participate in funding under this Agreement.

5.2.5 The Port will be responsible for the design and implementation for all four (4) major entrances to Vista Field noted in the Vista Field Master Plan, to wit: (1) the North East entrance at Kellogg Street and Quinault Avenue; (2) the South West entrance at Deschutes Avenue and Young

Street; (3) the Southern entrance at Deschutes Avenue; and (4) the Northern entrance at Grandridge Boulevard.

6. UTILITIES

6.1 **Stormwater System Improvements.** The storm water drainage systems shall be designed to locate all infiltration elements outside of roadway sections. Drywells and infiltration systems shall be located behind curb and gutter lines.

6.2 **Sewer System Improvements.** The City analyzed the existing City sewer system and determined the system within the vicinity of the Vista Field development is adequate to accommodate buildout of Vista Field as identified in the Master Plan.

6.3 **Water System Improvements.** The City analyzed the existing City water system and determined the system within the vicinity of the Vista Field development requires improvements to accommodate fire flows to support build out of Vista Field as identified in the Master Plan.

6.3.1 The Port agrees to design and install a 12 inch diameter waterline along the main East West road connecting the water systems in Young Street to Kellogg Street.

7. CITY OF KENNEWICK DESIGN STANDARDS AND PARK AND FIRE PROTECTION FACILITIES_ IMPACT FEES.

7.1 **Street and Access Design.** The City acknowledges the Vista Field Street Design Criteria found in Exhibit E, deviates from the City's standard specifications, the City consents to the design criteria listed in Exhibit E, all other City standard specifications for streets not in conflict with this subsection shall apply. The following additional design standards apply.

7.1.1 The Port agrees to use a WB40 and fire apparatus auto-turn modeling as the Design Vehicles for the design of the streets and intersections within Vista Field except as provided for in Section 7.1.2, below:

7.1.2 The Port agrees to use a WB50 as the Design Vehicle to design the streets and intersections around the primary routes to accommodate the "errant truck." The primary routes are considered to be the main East West road connecting Young Street to Kellogg Street, and the North South road connecting Deschutes to Grandridge.

7.1.3 All buildings shall be maximum 150 feet from a "fire truck staging location" as measured along streets, pedestrian passages, or other publicly accessible open space to the farthest corner of the building.

7.1.4 Fire truck staging areas shall be minimum 20 feet wide in order to allow sufficient room for emergency workers to move around the fire truck with hoses, and other emergency response equipment.

7.1.5 Where the vertical distance between the grade plane and the highest roof


surface exceeds 30 feet, approved aerial fire apparatus access roads shall be provided. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof. One or more of the required access routes meeting this condition shall be located not less than 15 feet and not greater than 30 feet from the building, and shall be positioned parallel to one entire side of the building.

7.1.65 Turning radii into side streets shall meet City design standards as measured from the driving lane of one street into the side street (not the actual radius of the street curb).

7.1.76 Intersection of 20-foot fire lane access routes in alley locations shall require dedication of additional 10-foot by 10-foot triangle rights-of-way areas to assure safe and efficient circulation of emergency vehicles. See attached Exhibit G for an example of this requirement.

7.1.87 The non-City alleys function as fire apparatus access roads ~~lane access routes~~ with 20-foot minimum clearance requirements and signage at the intersection of the non-City alleys and City rights-of-way shall provide clear notice of this fire apparatus access road requirement. “No Parking Fire Lane” signs shall be placed on alternating sides of the alleys spaced at a maximum distance of 75 feet between signs. “No Parking Fire Lane” signs shall be designed in accordance with COK Standard Detail DWG. NO. 7-5. Signage at the point of connection with City rights of way is deemed sufficient signage at the time of initial approval, however the City Fire Department reserves the rights to revisit the fire lane access route signage if parking within the alley has been demonstrated to pose ongoing emergency vehicle circulation concerns.

7.2 **Park Impact Fees.** The Parties acknowledge the City adopted a Park Impact Fee in 2018 and the property is in Service Area #1. The Port and their successors in interest agree to pay the Park Impact fee determined by the City at the time a complete application for a development permit is submitted to the City.

7.3 **Fire Protection Facilities Department Impact Fees.** The Parties acknowledge the City adopted a Fire Protection Facilities Impact Fee in 2025 and further acknowledge the Fire Protection Facilities Impact Fee currently only applies to the Southridge area of the city. If the City duly enacts an ordinance enlarging Fire Protection Facilities Impact Fee area to encompass the entire City, or creating another standalone zone that encompasses the Vista Field development area, then the Port and their successors in interest agree to pay the Fire Protection Facilities Impact fee determined by the City at the time a complete application for a development permit is submitted to the City. 

8. VESTING.

8.1 **Effect of Development Agreement on Subsequent Development Regulations.** Development regulations adopted subsequent to the Agreement Effective Date, shall not be applicable to Vista Field Property, except as otherwise provided in this Agreement or as may be required by subsequently adopted state or federal statutes.

8.2 **Vested Rights.** All regulations in existence on Agreement Effective Date shall be applicable to the development of the Property, including: those provisions of Chapters 36.70A (Growth Management) and 58.17 RCW (Plats, Subdivisions and Dedications), as supplemented by the design standards contained in Kennewick Municipal Code (KMC), including but not limited to KMC 18.80, and the sections KMC 18.12, 18.24 and 18.36 as referenced in Section 4.2, the Final Vista Field Redevelopment Master Plan, and other provisions of this Agreement attached hereto as Exhibits C, D, E,

F and G; all applicable KMC sections, the City Comprehensive Plan, as well as all other City rules, regulations, standards and specifications applicable to Vista Field and in effect on the Agreement Effective Date. Unless otherwise stated herein with respect to Traffic Impact Fees and Park Impact Fees and Fire Protection Facilities Impact Fees, this Agreement vests for the Port, its successors and assigns, and the Property to the regulations in effect on the Agreement Effective Date and as set forth herein for the term of this Agreement, and for the reasonable build-out period for improvements with building permits issued prior to the termination of the Agreement.

8.3 **Exception to Vesting/Serious Threat to Public Health.** In the event the City is faced with an unforeseen serious and immediate threat to public health, safety and welfare directly effecting Vista Field Property, the City may, upon notice to the Port, adopt new or different regulations applicable to the property than those established in this Agreement.

9. **AGREEMENT TERM AND EFFECTIVE DATE.** This Agreement shall take effect and be in force upon the last date of the signature of each Party to this Agreement, following the effective date of the City Ordinance approving this Agreement (the "Effective Date"). The Agreement term shall commence on the Effective Date and extend for ten (10) years (the "Agreement Term"). The Agreement Term may be extended by ten-year extensions upon application by the Port and approval by City Council per KMC 18.48, until the Agreement is deemed no longer necessary by both parties.

10. **MINOR PLAN MODIFICATIONS.** The Parties acknowledge that refinement and further development of the Vista Field Master Plan and associated improvements may require modification during the Agreement Term. The Parties shall review and consider requests for minor modifications. Minor modifications require the consent of the City and the Port, which consent shall not be unreasonably withheld. For purposes of this Agreement Section 10, a "minor modification" is a modification in the Master Plan or applicable development regulations that do not require SEPA review.

11. GENERAL PROVISIONS.

11.1 **Default.** In the event either Party fails to perform the terms and provisions of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other Party (unless the Parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within the sixty (60) day period. Upon a default of this Agreement that is not cured as provided above, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default exists, and the noticing Party shall take no further action.

11.2 **Extension of Time for Performance.** Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be deemed to be in default where delays and performance or failures to perform are due to war, terrorism, insurrection, strikes or other labor disturbances, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, extended appeals by third parties or similar basis for excused performance which are not within the reasonable control of the party to be excused. Upon the request of either Party, an extension of time for

such cause shall be granted in writing for the period of the forced delay, or longer, as may be mutually agreed upon.

11.3 **Governing Law, Remedies and Venue.** This Agreement shall be governed by the laws of the State of Washington. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure correct, or remedy any default; enforce any covenant or agreement set forth herein; enjoin any threatened or attempted violation of the Agreement; enforce by specific performance the obligations and rights of the parties to this Agreement, or obtain any remedies consistent with the foregoing and the purpose and intent of this Agreement; provided, however, in no event shall either Party be entitled to recover from the other Party, either directly or indirectly "damages" in any legal or equitable action. Notwithstanding the foregoing, in the event of a dispute arising out of or relating to this Agreement, whether or not suit or other proceedings are commenced and whether in mediation, arbitration, at trial, on appeal or in administrative proceedings, the substantially prevailing Party shall be entitled to its costs and expenses incurred, including reasonable attorney's fees. Venue for any action shall be in the Superior Court for Benton County, Washington.

11.4 **Dispute Resolution.** The Parties shall attempt to resolve disputes through informal good faith negotiations. Either Party may declare an impasse in an informal negotiation, but only after thirty (30) days following commencement of negotiations.

11.4.1 **Mediation.** Either Party may request mediation before neutral mediator acceptable to both Parties. If a mediator cannot be selected by the Parties, any Party may apply to the Presiding Judge of the Benton County Superior Court for appointment of a mediator. The costs of the mediator shall be borne equally by each Party. Any mediation process shall not delay or preclude commencement of an action in Superior Court for emergency or temporary relief.

11.4.2 **Arbitration.** Disputes not resolved through negotiation or mediation may be resolved by arbitration upon mutual agreement of the Parties. Arbitration shall be before a single arbitrator. The decision of the arbitrator will bind all Parties. If an arbitrator cannot be selected by the Parties, any Party may apply to the Presiding Judge of the Benton County Superior Court for appointment of the arbitrator. The Parties shall share equally the fees and expenses of the arbitrator. The arbitration will be conducted under Chapter 7.06 RCW, and the Superior Court Rules for Mandatory Arbitration (MAR). Any matter not submitted to arbitration may be brought in Superior Court.

11.4.3 This Agreement Section 11.4 shall survive the Agreement Term and shall also apply to resolve any disputes between the Parties arising out of or relating to this Agreement or the transactions contemplated thereby.

11.5 **Construction.** This Agreement has been freely and fairly negotiated by the Parties hereto and has been reviewed and discussed by legal counsel for each of the Parties, each of whom has had the full opportunity to modify the draftsmanship hereof and, therefore, the terms of this Agreement shall be construed and interpreted without any presumption or other rule requiring constructional interpretation against the Party causing the drafting of the Agreement.

11.6 **Complete Agreement and Conflicts.** This Agreement sets forth the entire agreement of the Parties. This Agreement shall be construed as a whole. No amendment, change or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both Parties. To the extent of any conflict with any City development regulations which may otherwise govern the

Property, the terms and conditions of the development regulations in effect on the Effective Date and this Development Agreement shall prevail.

11.7 **Waiver and Severability.** The failure of either Party to insist upon or enforce strict performance by the other Party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment of any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

11.8 **Binding Effect.** This Agreement shall be recorded against the Property and shall run with the land. Subject only to the express conditions or limitations of this Agreement, the Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. Upon assignment of this Agreement or the conveyance of any parcel of the Property to which this Agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations and liabilities set forth in this Agreement as they relate to such parcel.

11.9 **Cooperation.** Each Party shall take such action (including, but not limited to the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement. In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, or any subsequent action taken consistent with this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each party shall select its own legal counsel and retain such counsel at its own expense.

11.10 **Transfer or Assignment.**

11.10.1 The Port may assign or transfer all or any portion of its interests, rights, obligations or responsibilities under this Agreement, including all development approvals and all subsequent actions, to third parties acquiring an interest in the Property or any portion thereof, including, without limitation, purchasers, or long-term ground lessees of individual lots, tracts, parcels or any lots, homes or facilities comprising a portion of the Property.

11.10.2 Any such transfer shall not release Port from its obligations and responsibilities under this Agreement unless the City has consented to such transfer in writing. In the event of a request for consent to a transfer, the City's consent shall not be unreasonably withheld, conditioned or delayed. Provided, in the event City consent is obtained for a transfer, any transfer agreement or document may (i) release Port from obligations under this Agreement, including development approvals and any subsequent actions, that pertain to the portion of the Property being transferred, provided the transferee expressly assumes Port's obligations and responsibilities; (ii) transfer to the transferee all vested rights to improve that portion of the Property being transferred; and, (iii) may address any other matter deemed by Port or the City to be necessary or appropriate in connection with the transfer or assignment. Written notice of any proposed transfer or assignment for which consent from the City is sought shall be mailed to the City in the manner set forth in this Agreement at least thirty (30) days in advance of the proposed date of transfer. Failure of the City to respond within the thirty (30)-day period after receipt of a request by Port for such consent shall be

deemed to be the City's approval of the transfer in question. All benefits and burdens to the Property are intended to and shall run with the land and shall be enforceable upon and for the benefit of subsequent owners and successors in interest to all or any portion of the Property.

11.11 **Effect of Development Agreement on City Rates and Fees.** Nothing in this Agreement shall prevent the City from modifying standard City-wide rates and fees applied equally throughout the City, and also applicable to Vista Field, during the term of this Agreement, unless specifically set forth in this Agreement.

11.12 **No Public Official Liability.** No provision of this Agreement and any authority granted by this Agreement is intended to create or result in any personal liability for any public official or employee or agent of the City or Port, nor shall any provision or provisions of this Agreement be construed to create any such liability.

11.13 **Notices.** Notices under this Agreement shall be in writing and, unless otherwise required by law, may be delivered (1) personally; (2) by U.S. mail, certified or registered; or (3) by a nationally recognized overnight courier service. Mailed notices shall be deemed effective on the third day after deposited as registered or certified mail, postage prepaid, directed to the other party at the address shown below.

Port: Chief Executive Officer
350 Clover Island Drive, Suite 200
Kennewick WA 99336

City: City Manager
210 W. 6th Avenue
Kennewick WA 99336

Couriered notices shall be deemed delivered when the courier's records indicate that delivery has occurred. Either party may change its address for notices by written notice to the other.

11.14 **Warranty of Authority.**

11.14.1 The Port hereby warrants to the City that the undersigned is authorized to execute this Agreement and to bind the port and the Property.

11.14.2 The City has authority under Chapter 36.70B RCW to enter this as a proper exercise of municipal police power and contract authority. This Agreement is entered into pursuant to such authority. The city warrants that the undersigned Mayor has authority and is authorized to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the below dates.

CITY OF KENNEWICK

Jason McShane, Mayor

DATE: _____

Attest:

City Clerk
Approved as to form:

City Attorney

PORT OF KENNEWICK

Ken Hohenberg, Port Commission President

DATE: _____

EXHIBIT A – VISTA FIELD PROPERTY LEGAL DESCRIPTION

PARCEL 1

REAL PROPERTY LOCATED IN SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH $00^{\circ}05'15''$ EAST, 891.82 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH $89^{\circ}54'25''$ WEST, 162.33 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SHORT PLAT NO. 1333 AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1333, RECORDS OF BENTON COUNTY, SAID POINT IS ALSO AN ANGLE POINT IN THE NORTHERLY LINE OF BLOCK 1 OF THE PLAT OF VISTA INDUSTRIAL PARK AS RECORDED IN VOLUME 14 OF PLATS, PAGE 56, RECORDS OF BENTON COUNTY AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH $45^{\circ}11'01''$ WEST, 2042.89 FEET ALONG THE NORTHWESTERLY LINE OF SAID BLOCK 1 TO THE NORTHWEST CORNER OF THAT PARCEL SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2320, RECORDS OF BENTON COUNTY; THENCE SOUTH $44^{\circ}48'56''$ EAST, 200.00 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL TO THE NORTHWESTERLY LINE OF OKANOGAN AVENUE; THENCE SOUTH $45^{\circ}11'04''$ WEST, 30.00 FEET ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF PARCEL "A" AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 1611, RECORDS OF BENTON COUNTY; THENCE NORTH $44^{\circ}48'56''$ WEST, 255.75 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL "A"; THENCE SOUTH $45^{\circ}11'04''$ WEST, 670.00 FEET ALONG THE NORTHWESTERLY LINES OF PARCEL "A" AND PARCEL "B" OF SAID SURVEY TO THE NORTHWEST CORNER OF SAID PARCEL "B"; THENCE SOUTH $44^{\circ}48'56''$ EAST, 55.75 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL "B" TO THE NORTHWESTERLY LINE OF WEST DESCHUTES AVENUE; THENCE SOUTH $45^{\circ}11'04''$ WEST, 494.70 FEET ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2094, RECORDS OF BENTON COUNTY; THENCE NORTH $44^{\circ}48'56''$ WEST, 139.19 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE SOUTH $45^{\circ}11'04''$ WEST, 323.30 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE SOUTH $44^{\circ}48'56''$ EAST, 139.19 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE NORTHWESTERLY LINE OF WEST DESCHUTES AVENUE; THENCE SOUTH $45^{\circ}11'04''$ WEST, 739.11 FEET ALONG SAID NORTHWESTERLY LINE TO A POINT IN THE EASTERLY LINE OF PARCEL 7 AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 522, RECORDS OF BENTON COUNTY; THENCE NORTH $44^{\circ}48'56''$ WEST, 700.00 FEET ALONG SAID EASTERLY LINE TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 4 OF THE PLAT OF WESTHAVEN BLOCK TWO ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 75, RECORDS OF BENTON COUNTY; THENCE NORTH $45^{\circ}11'04''$ EAST, 700.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PLAT TO THE SOUTHEAST CORNER OF LOT 12 OF SAID PLAT; THENCE NORTH $44^{\circ}48'56''$ WEST, 508.22 FEET ALONG THE EASTERLY LINE OF SAID PLAT TO THE NORTHEAST CORNER OF LOT 10 OF SAID PLAT, SAID POINT BEING ON THE

SOUTHEASTERLY LINE OF GRANDRIDGE BLVD.; THENCE NORTH 45°11'04" EAST, 60.00 FEET ALONG SAID SOUTHEASTERLY LINE TO THE NORTHWEST CORNER OF TRACT "A" AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2339, RECORDS OF BENTON COUNTY; THENCE SOUTH 44°48'56" EAST, 407.01 FEET ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "A" AND TRACT "B" OF SAID SURVEY TO THE MOST SOUTHERLY CORNER OF SAID TRACT "B"; THENCE NORTH 45°11'04" EAST, 797.11 FEET ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "B" TO THE MOST EASTERLY CORNER THEREOF; THENCE SOUTH 44°48'56" EAST, 101.21 FEET; THENCE NORTH 45°11'04" EAST, 700.00 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 3 AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 521, RECORDS OF BENTON COUNTY; THENCE CONTINUING NORTH 45°11'04" EAST, 2042.89 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3 AND THE SOUTHEASTERLY LINES OF SHORT PLAT NO. 1333 AND SHORT PLAT NO. 1644 AS RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGES, 1333 AND 1644, RECORDS OF BENTON COUNTY TO THE MOST WESTERLY CORNER OF LOT 2 OF SAID SHORT PLAT NO. 1333; THENCE SOUTH 44°48'56" EAST, 700.00 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 TO THE TRUE POINT OF BEGINNING.

CONTAINS 69.90 ACRES.

PARCEL 2

LOT 2, SHORT PLAT NO. 1333, RECORDED IN THE OFFICE OF THE COUNTY AUDITOR IN VOL. 1 OF SHORT PLATS, PAGE 1333. CONTAINS 5.58 ACRES.

PARCEL 3

LOT 3, SHORT PLAT 3336, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3336, RECORDS OF BENTON COUNTY, WASHINGTON
CONTAINS 2.85 ACRES

PARCEL 4

LOT 2, SHORT PLAT 3336, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3336, RECORDS OF BENTON COUNTY, WASHINGTON
CONTAINS 3.14 ACRES

PARCEL 5

THAT PORTION OF PARCEL 3 OF RECORD SURVEY NO. 1-521 DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3; THENCE NORTH 45°11'04" EAST ALONG THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL FOR 193.31 FEET; THENCE NORTH 77°09'37" WEST 361.22 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL 3; THENCE SOUTH 44°48'56" EAST ALONG SAID SOUTHWESTERLY BOUNDARY 305.40 FEET TO THE POINT OF BEGINNING.
TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3; THENCE SOUTH 45°11'04" WEST, 700.00 FEET; THENCE NORTH 44°48'56" WEST, 101.21 FEET TO THE MOST EASTERLY CORNER OF TRACT "B" AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2339, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48'56" WEST, 406.52 FEET ALONG THE NORTHEASTERLY LINE OF SAID TRACT "B" AND TRACT "A" OF SAID SURVEY TO A POINT ON THE SOUTHEASTERLY LINE OF GRANDRIDGE BLVD., SAID POINT ALSO BEING ON THE ARC OF A 1031.00 FEET RADIUS CURVE (RADIUS POINT BEARS NORTH 44°49'51" WEST); THENCE NORTHERLY, 513.53 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE SAID SOUTHEASTERLY LINE OF GRANDRIDGE BLVD. THROUGH A CENTRAL ANGLE OF 28°32'17" TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 3 COLONNADE BUSINESS PARK AS SHOWN ON BINDING SITE PLAN NO. 3386 AS RECORDED IN VOLUME 1 OF SURVEYS, PAGE 3386, RECORDS OF BENTON COUNTY; THENCE SOUTH 77°09'13" EAST (SOUTH 77°09'37" EAST, RECORD), 387.50 FEET ALONG THE SOUTHERLY LINE OF SAID RECORD OF SURVEY AND THE SOUTHWESTERLY LINE OF A PARCEL AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 3785, RECORDS OF BENTON COUNTY TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 3 OF SAID RECORD SURVEY NO. 1-521; THENCE SOUTH 44°48'56" EAST, 305.72 FEET (305.40 FEET RECORD) TO THE POINT OF BEGINNING. CONTAINS 9.12 ACRES.

PARCEL 6

TRACT B OF RECORD SURVEY #2339 DESCRIBED AS FOLLOWS: THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF A 10 ACRE PARCEL AS DEPICTED ON A SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 838693 AND FILED IN VOLUME ONE OF SURVEYS, AT PAGE 662, RECORDS OF SAID COUNTY. THENCE NORTH 45°11'04" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF A CITY STREET KNOWN AS GRANDRIDGE BLVD. 60.00 FEET. THENCE SOUTH 44°48'56" EAST 307.01 FEET TO THE TRUE POINT OF BEGINNING. THENCE NORTH 45°11'04" EAST 797.11 FEET. THENCE SOUTH 44°48'56" EAST ALONG THE NORTHEASTERLY LINE OF SAID 10 ACRE PARCEL 100.00 FEET. THENCE SOUTH 45°11'04" WEST 797.11 FEET. THENCE NORTH 44°48'56" WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING.

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

CONTAINS 1.83 ACRES.

PARCEL 7

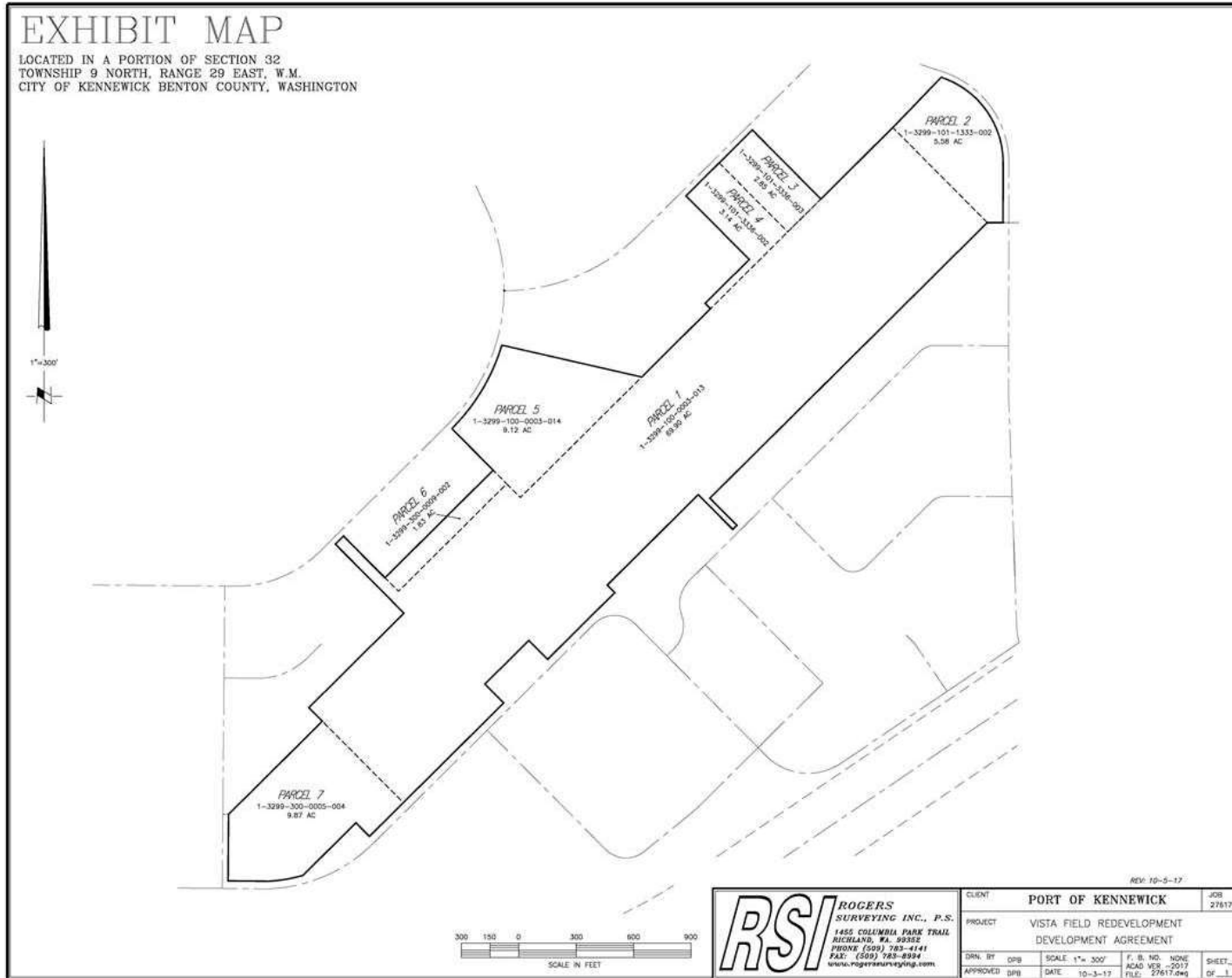
THAT PORTION OF PARCEL 7 OF RECORD SURVEY 1-522, AS ON FILE WITH THE BENTON COUNTY AUDITOR, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENTED INTERSECTION OF THE CITY STREETS KNOWN AS NORTH YOUNG STREET AND WEST

DESCHUTES AVENUE, SAID POINT BEING THE SOUTHWEST CORNER OF SAID PARCEL 7; THENCE SOUTH 89°16'47" EAST 30.00 FEET; THENCE NORTH 0°28'48" EAST 40.00 FEET TO THE INTERSECTION OF THE EASTERLY AND NORTHERLY RIGHTS-OF-WAY OF SAID STREETS RESPECTIVELY, AND THE TRUE POINT OF BEGINNING;

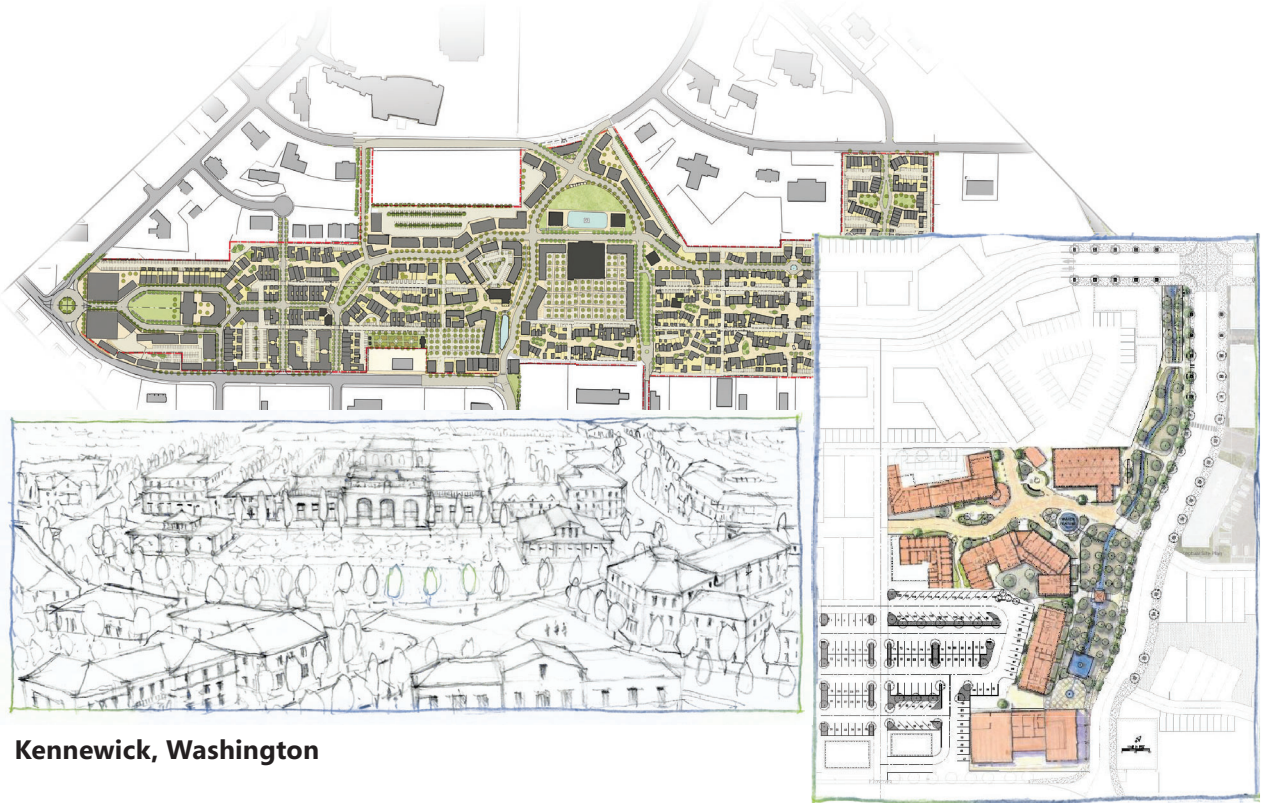
THENCE CONTINUING NORTH 0°28'48" EAST ALONG SAID EASTERLY RIGHT OF WAY 347.50 FEET; THENCE NORTH 45°11'04" EAST 690.98 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PARCEL 7; THENCE SOUTH 44°48'56" EAST ALONG SAID EASTERLY BOUNDARY 600.00 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY OF DESCHUTES AVENUE, SAID POINT IS NORTH 44°48'56" WEST 40.00 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL 7; THENCE SOUTH 45°11'04" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY 250.00 FEET; THENCE NORTH 44°48'56" WEST 100.00 FEET; THENCE SOUTH 45°11'04" WEST 393.74 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY, SAID POINT BEING ON A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 15°29'00" WEST 780.00 FEET; THENCE WESTERLY ALONG SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY 220.59 FEET; THENCE NORTH 89°16'47" WEST ALONG SAID NORTHERLY RIGHT OF WAY 170.82 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINS 9.87 ACRES.

EXHIBIT B – VISTA FIELD PROPERTY PARCEL MAP



VISTA FIELD REDEVELOPMENT MASTER PLAN 2017

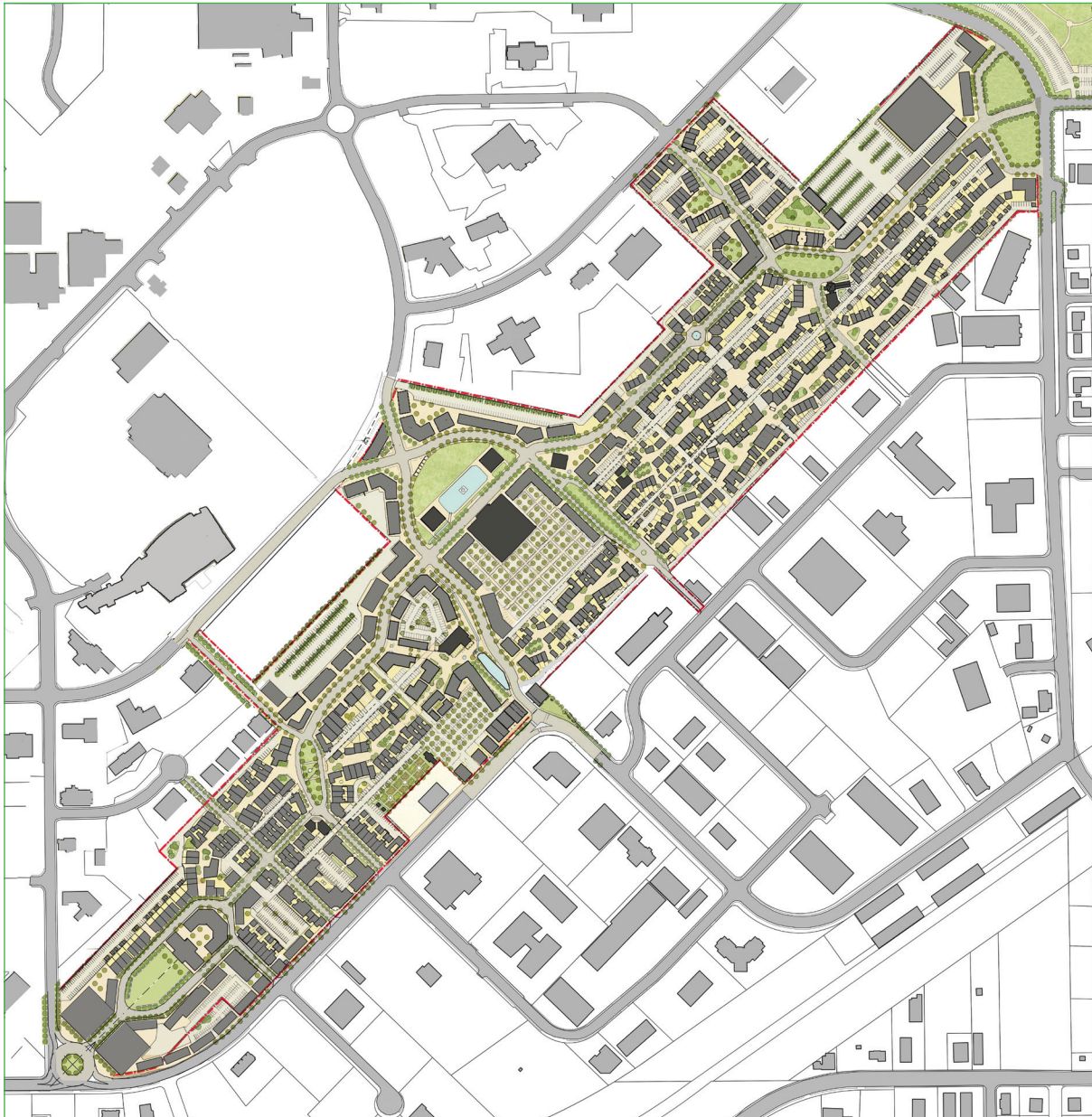
An opportunity initiated by the Port of Kennewick in collaboration with the City of Kennewick and guided by the citizens of the Tri-Cities.



Kennewick, Washington

Prepared in partnership with
Duany Plater-Zyberk & Company
(Architects and Town Planners)

ARTIST'S RENDERINGS OF PROPOSED VISTA FIELD REDEVELOPMENT

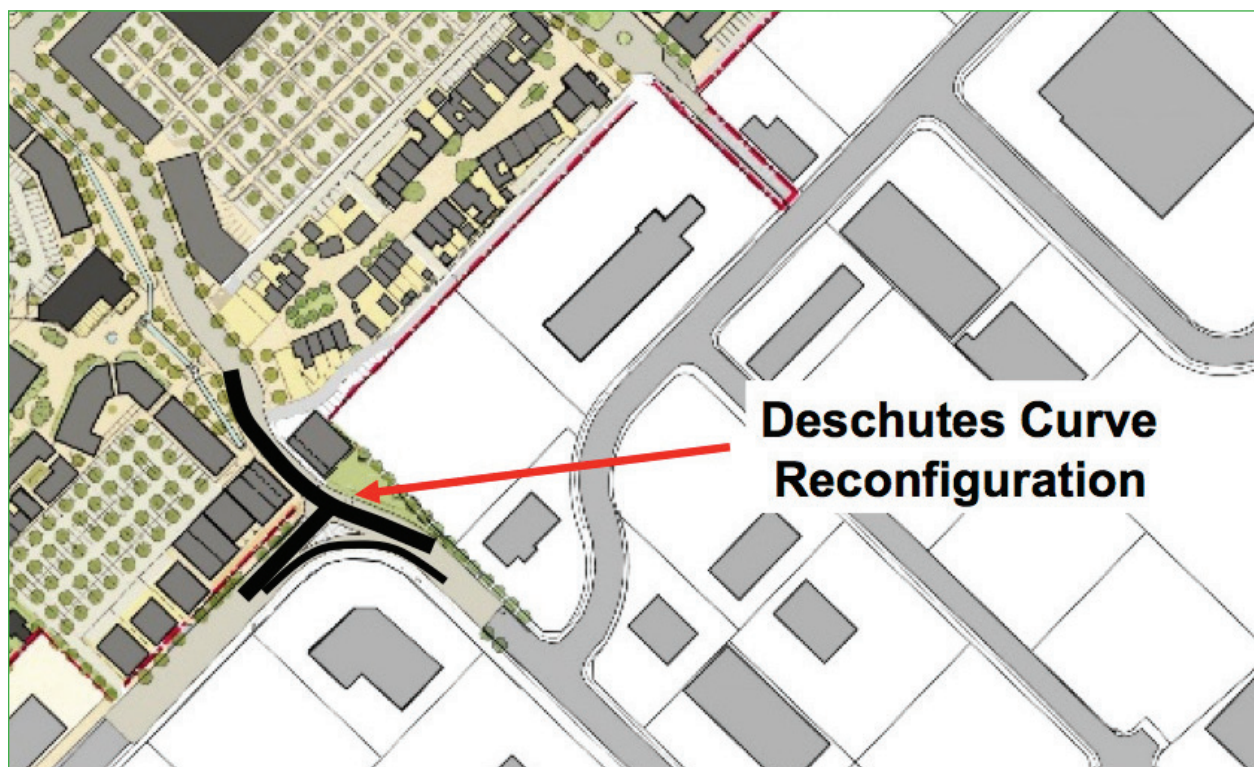


Vista Field Full-Site Redevelopment Plan

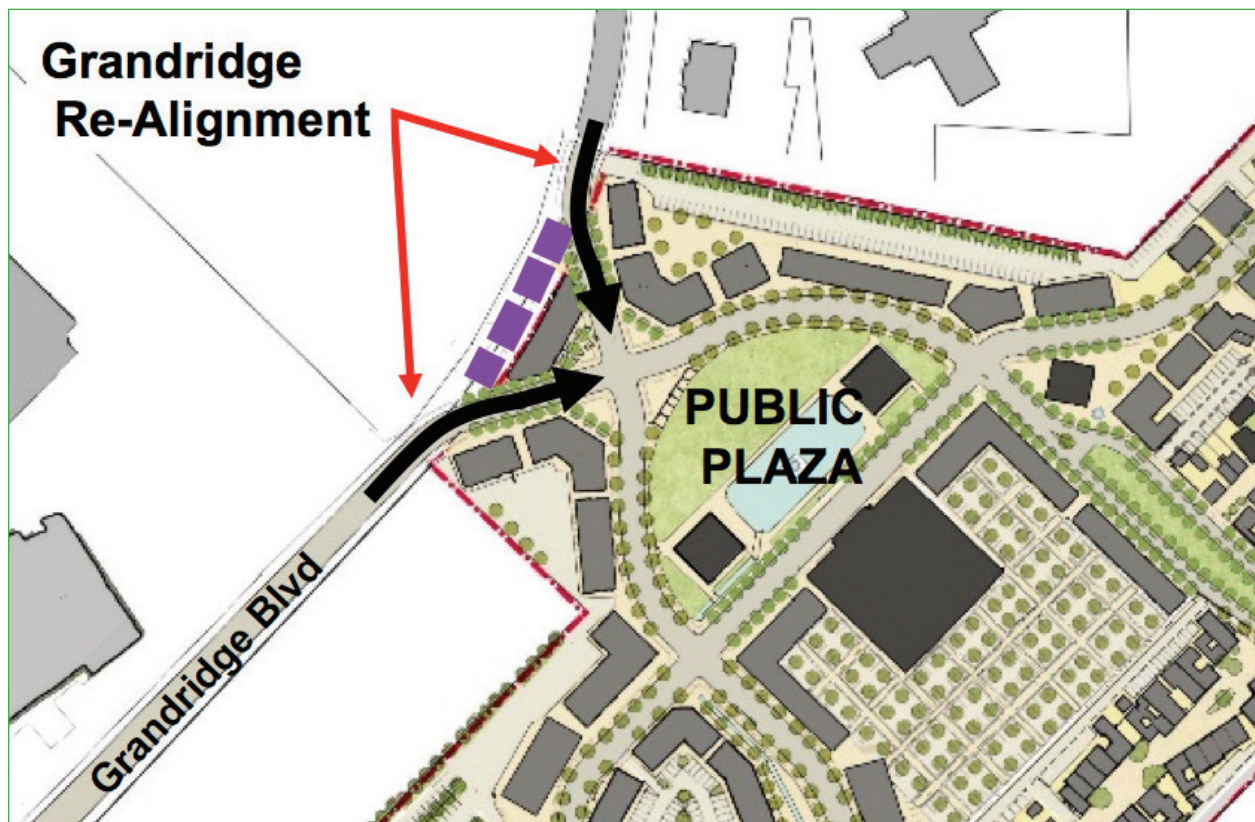
Notable connections to the abutting City streets include converting the 90-degree curve on Deschutes Avenue into a T intersection, installation of a large radius roundabout at the intersection of Deschutes Avenue and Young Street, establishing a four-way signalized intersection at Kellogg Street and Quinault Avenue, and connection to and reconfiguration of Grandridge Boulevard. Each proposed revision differs from the other, however, each has a specific purpose beyond simply allowing vehicle, bicycle, pedestrian and transit vehicle movement.

The remaining connections to the existing street network along Okanagan Avenue, Deschutes Avenue, Rio Grande Avenue, and the former Vista Field Airport office drive aisle from Grandridge Boulevard are still essential to the overall project, however the design of each connection is a typical street intersection.

The proposed Deschutes Avenue T intersection design is both a cost-conscious design solution and a way to incorporate a sense of arrival into Vista Field. The new leg extending into Vista Field from the current curve will route vehicles and pedestrians between two existing aircraft hangar buildings, immediately giving a sense that something is different. This design serves to slow traffic transitioning from the standard 35-miles-per-hour street into Vista Field, and conversely provides a transition from the intentionally slower moving Vista Field street network back onto the traditional street system.



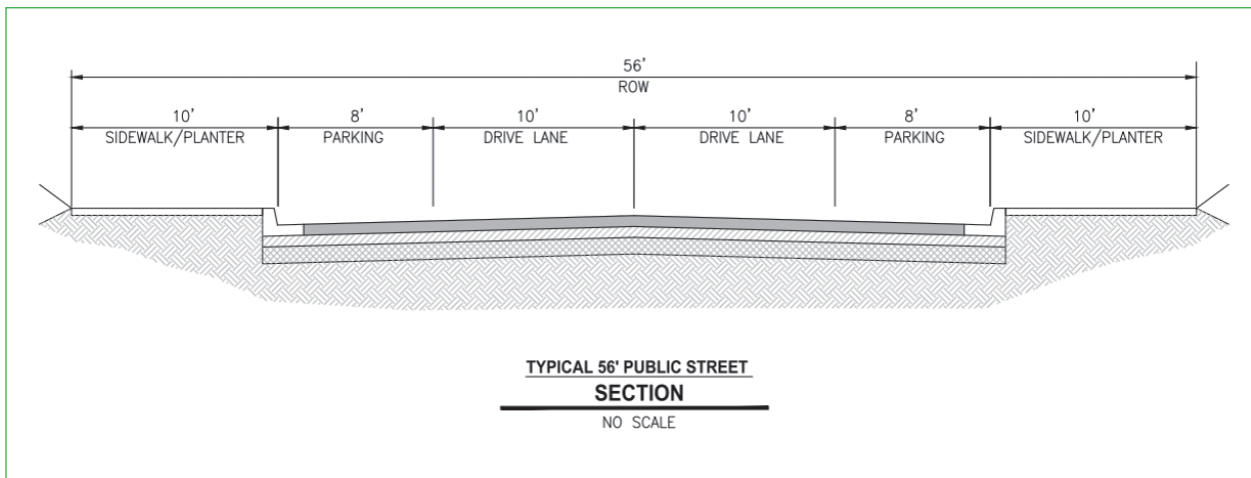
The connection to Grandridge Boulevard might appear simpler in nature than the three other site entrances, however this revision has the most intricate connection. Presently Grandridge Boulevard separates Vista Field from the City's Public Facilities District campus (Three Rivers Convention Center & Toyota Center) with a 30 mile per hour roadway. The new connection into Vista Field is more than just a driveway from Grandridge into the site. Grandridge Boulevard will be realigned and "pulled" into Vista Field, which is beneficial from a traffic movement standpoint and creates a linkage between the Public Facilities District and the urban district at Vista Field.



STREET DESIGN STANDARDS

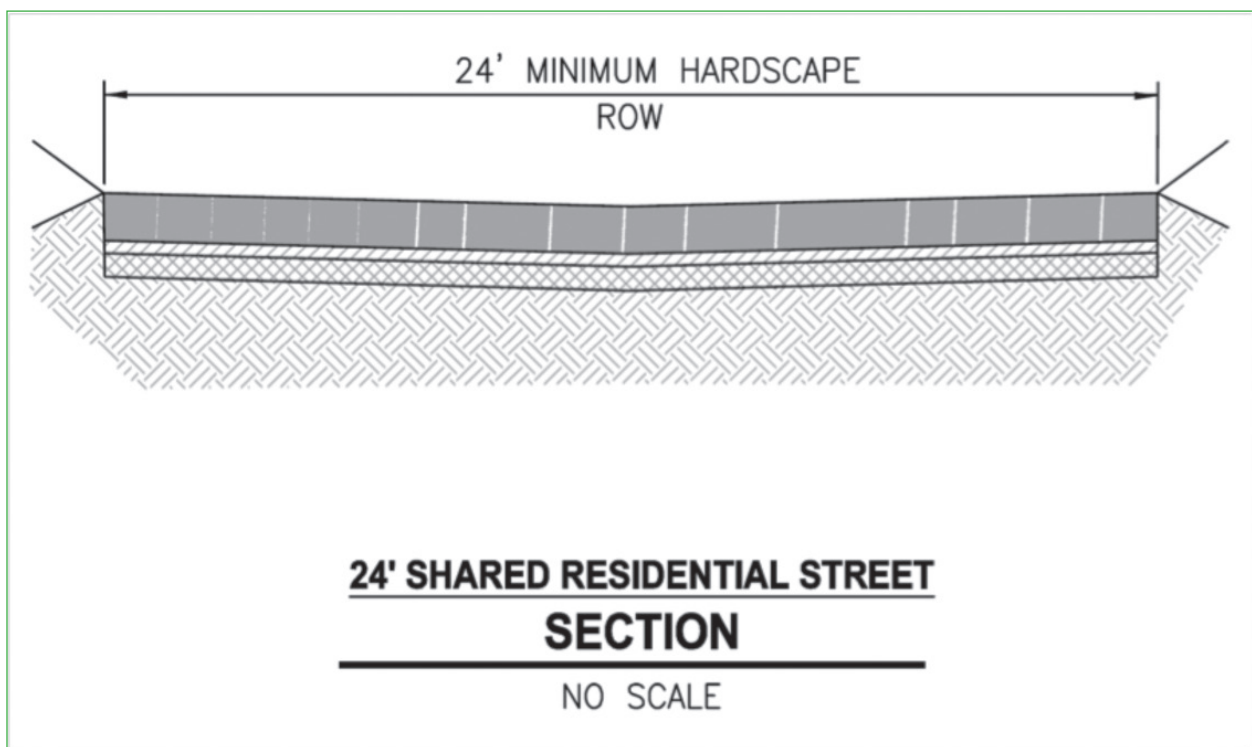
A and B streets consist of one, 10-foot travel lane in each direction; 8-foot parallel parking spaces adjacent each lane; and sidewalks ranging from 8-feet to 10-feet in width with street trees spaced at no more than 50-foot intervals. Basic intersection design elements such as 10-foot turning radii effectively slow traffic throughout the entire site.

Street lighting along the A and B streets is designed to provide adequate lighting for the roadway width and speed limits, yet differentiate Vista Field from other areas in the City. These light standards need not be elaborate (a quality which makes blending with abutting buildings less challenging). However, the scale must differ from the standard 35-foot cobra head pole typically used to light streets. Vista Field streetlights should be at heights between 16- to 20-feet and of such a design to further distinguish Vista Field as a special place.

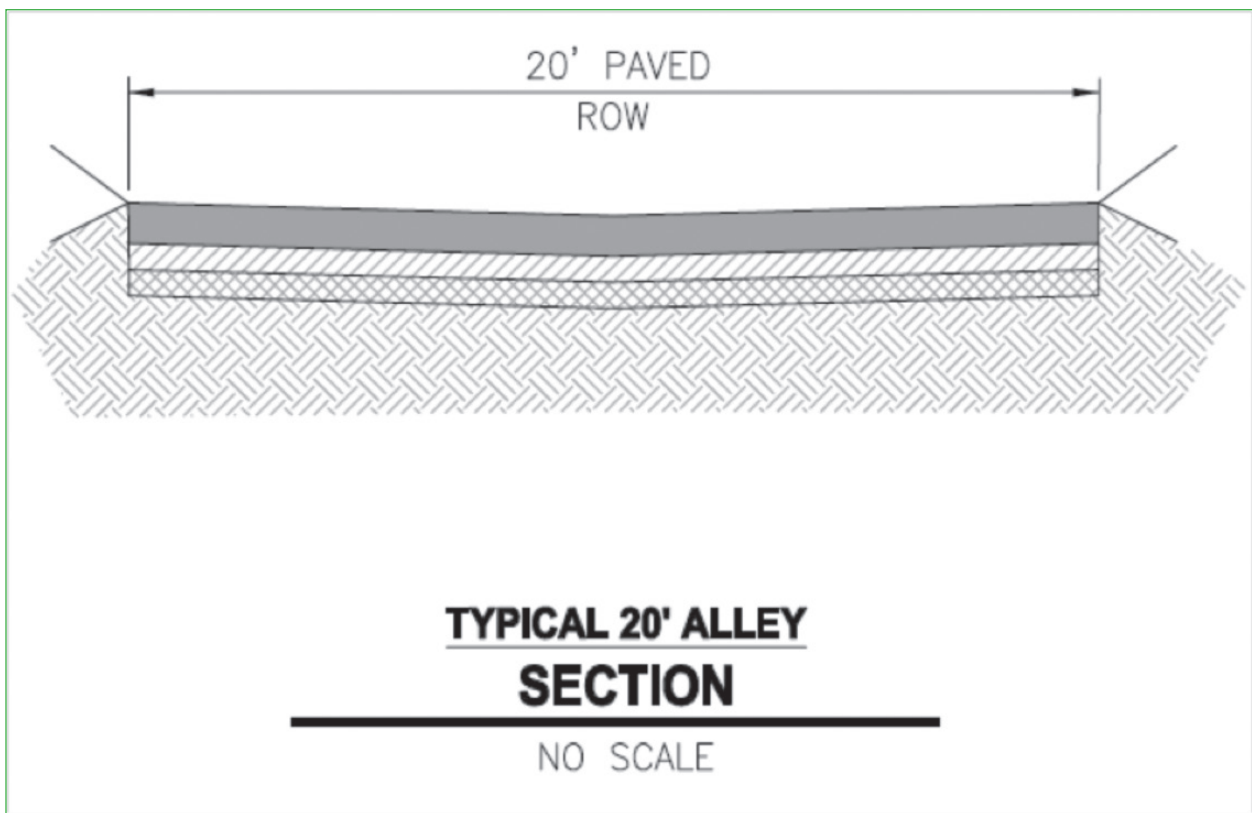


Shared residential streets are designed as informal meandering routes equally shared by all modes of transportation (vehicle, bicycle and pedestrian). The meandering design is best suited to the pedestrian, which forces vehicles to move very slowly through this atypical street. Although seemingly random in design, a minimum travel clearance of 20-feet is maintained to allow passage of emergency service vehicles.

The name, shared residential streets, was adopted for the Vista Field project and used predominately in residential areas in the master plan. However, a few enclaves of intermixed commercial and higher density residential uses are also served by this type of street. The surface treatment will include standard asphalt, concrete, pavers and stone, and lighting will be 6- to 10-feet in height. Additional lighting will be provided by the front lights on all structures abutting this type of street. Due to the varied nature of these shared residential streets they will be developed and maintained as private streets.



Alleyways are included within each block in the Vista Field Redevelopment Master Plan layout and serve a crucial, yet underappreciated role as both utility corridors and off-street parking lot access points. The alleys are essential to the overall layout; for without the alleys the prohibition of driveway access from the A streets would be impractical. The general design of the alley is a 20-foot-wide inverted asphalt section capturing all storm drainage thereby foregoing the need for curb and gutter improvements. Due to their unique nature, alleyways will be developed and maintained as private streets.

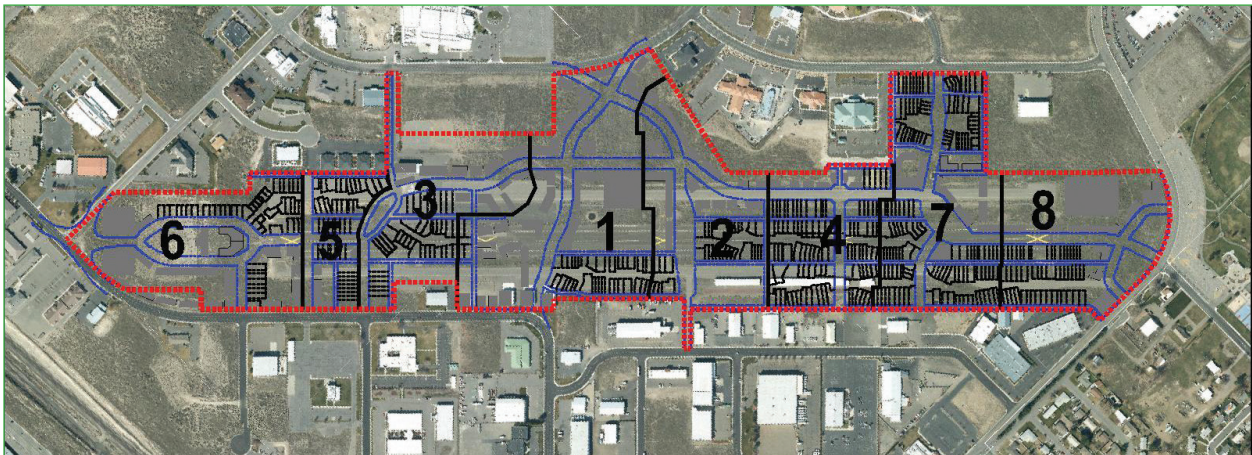


IMPLEMENTATION STRATEGIES

PHASING

Economic analysis of this project indicated full build-out of the site would occur over a 20-year period. Phasing of the project is necessary from both a capital availability and market demand perspective. And phasing is just as important from a vibrancy standpoint. Developing compact phases allows concentrating activities to a central area upon which the urban feel can be established. Opening up a large segment of the site could result in individual developments occurring sporadically throughout Vista Field without yielding an initial, interconnected urban feel.

The 103-acre site is envisioned as eight phases, with Phase 1 identified as being the core of the site. Rather than work towards the best piece over time, it was determined that building an urban place in a presently vacant area required selecting and investing in the segment that provides the best opportunity for vibrancy from the onset. The simple principle being that each and every subsequent development adds vibrancy to the neighborhood and builds momentum for the next development.



Vista Field Redevelopment Proposed Phasing

LAND USE & BUILDING SIZE BY TYPE & PHASE

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	TOTAL	
Residential Single Attached (small lots)	45	60	55	105	40	50	85	55	495	Units 1
Residential Condo	50	20	10	15	25	50	50	30	250	Units 2
Residential Apartments (low-rise)	75	40	50	0	0	85	50	50	350	Units 2
Single Family Building	90,000	120,000	110,000	210,000	80,000	100,000	170,000	110,000	990,000	SF 1
Residential Condo Units	50,000	20,000	10,000	15,000	25,000	50,000	50,000	30,000	250,000	SF 2
Residential Apartment (low-rise)	75,000	40,000	50,000	0	0	85,000	50,000	50,000	350,000	SF 2
Dwelling Units	170	120	115	120	65	185	185	135	1,095	Units
TOTAL Multi-Family Building (SF)	125,000	60,000	60,000	15,000	25,000	135,000	100,000	80,000	600,000	SF
Commercial – Retail	35,000	15,000	10,000	0	5,000	40,000	10,000	40,000	155,000	SF
Commercial – Restaurant	20,000	15,000	10,000	0	0	15,000	5,000	10,000	75,000	SF 3
Commercial – Grocery	5,000	0	0	0	0	35,000	0	20,000	60,000	SF
Commercial – Office	100,000	75,000	20,000	5,000	5,000	65,000	30,000	20,000	320,000	SF
Performing Arts Center	45,000	0	0	0	0	0	0	0	45,000	SF 4
Neighborhood Civic	10,000	5,000	5,000	5,000	0	5,000	5,000	5,000	40,000	SF
Educational	25,000	0	0	0	0	20,000	0	0	45,000	SF
TOTAL Commercial/Institutional Building (SF)	240,000	110,000	45,000	10,000	10,000	180,000	50,000	95,000	740,000	SF
TOTAL Building (SF)	455,000	290,000	215,000	235,000	115,000	415,000	320,000	285,000	2,330,000	SF
Park/Open Space by Phase (SF)	100,000	30,000	41,000	3,000	1,000	24,000	22,000	52,000	273,000	SF

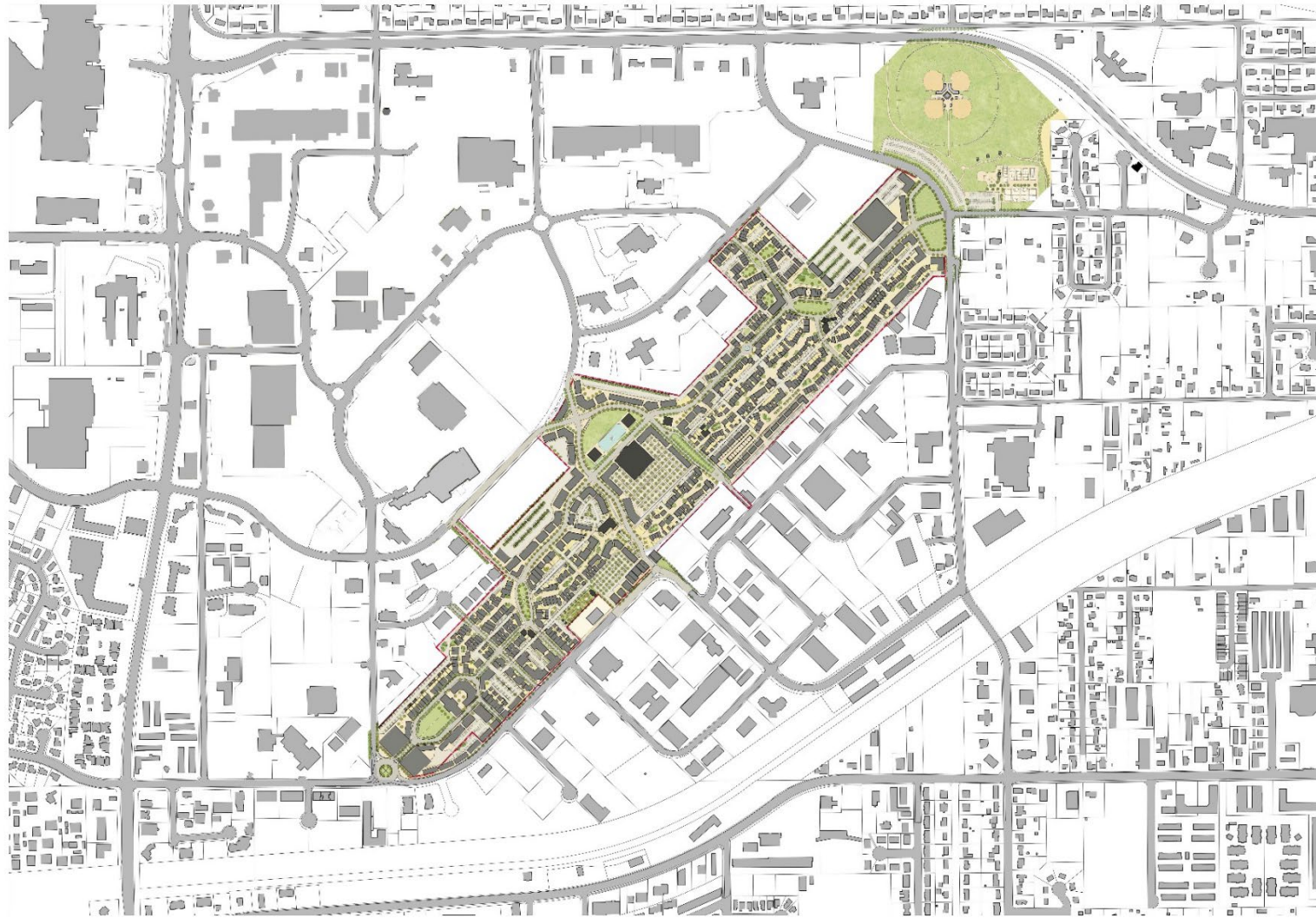
SUMMARY

Total Residential Units 1,095 Dwelling Units of which 495 are Single Family Dwelling Units
Total Multi-Family Buildings 600,000 sq.ft. 600 Multi-Family Dwelling Units
Total Commercial/Institutional (SF) 740,000 sq.ft.
Total Mixed Use Buildings 1,340,000 sq.ft.
Total Park 273,000 sq.ft. or 6.3 Acres (does not include other open space plazas, community gardens, etc.)

Notes:

- 1 Average 2,000 sq. ft.
- 2 Average 1,000 sq. ft.
- 3 Average 3,000 sq. ft.
- 4 30,000 sq. ft. footprint plus mezzanine

EXHIBIT D – VISTA FIELD MASTER PLAN - LAYOUT



VISTA FIELD
KENNEWICK, WASHINGTON
DUNKY PLATTEN - ZIDLER & COMPANY
NOVEMBER 2014
UPDATED MARCH 2016

MAP
BASE MAP
SCALE: 1" = 100'
1408

EXHIBIT E

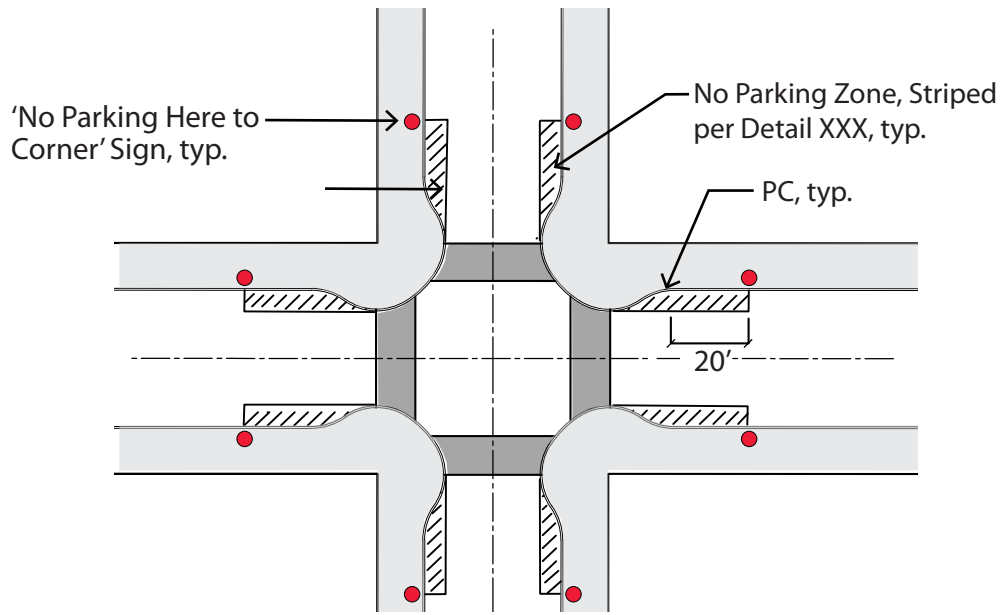
Vista Field Roadway Design Criteria Elements

Street Types	
Commercial Street	36' curb to curb, (2) 10' lanes, (2) 8' parking lanes, Sharrows
Private Shared Residential Street/Woonerf	20' minimum
Private Alley	20' minimum.
Variants – i.e. one-way and median	2' minimum width, 12' lanes/8' parking/8' Grasscrete, bike lanes to be Sharrows
Lane Widths	10' minimum, 11' minimum adjacent to a curb
Parking Lane width	8' typical, 7' minimum
Bike Lanes	Sharrows and limited signage as appropriate
Bike Racks & Other Street Furniture	As needed between tree wells
Sidewalks	Typically 10' minimum width scored concrete patterns
Right-of-Way	Back of Sidewalk
Street Trees	Columnar trees 4.5' from face of curb with 4' square tree wells space accordingly (approximately 30' on center) to avoid impacting street light throw
Crosswalk Treatments	Signing, striping marks, Medians, Raised X-walk or Intersection, Curb Extensions, and Beacons all acceptable
Street Lighting	Decorative Lighting similar to Phase #1 lighting installed on Crosswind & Vista Field boulevards in 2019-2021.
Type	LED
Wattage	84 watts at key intersections and pedestrian crossings, 27 watts all other locations
Color Temperature	3,000K
Mounting Heights	16.5' total pole height
Spacing	120' (60' staggered across the street)
Baskets and/or Banners	Poles are designed to accommodate but not planned to install
Curb Returns	15' typical, 5' minimum
Driveway Types Allowed	Special design details encompassing the 10' sidewalk coupled with City of Kennewick Std. Detail 2-9 (sheet 8 of 10) "Curb Tight Sidewalk Dropback Driveway"
Intersection & Commercial D/W Spacing	155' typical, 105' minimum. Propose using 75' spacing (center to center for areas with private alley/shared residential street/private alley
Intersections	NACTO raised intersections at key intersections including curb extensions, concrete paving, and bollards. Curb Extensions to be used on busiest intersections when possible after AutoTurn is run. Provide for future signal at Grandridge Intersection and South Deschutes entry by providing junction boxes and conduit.
Intersection Visibility & Restrictions	Intersection of (2) City rights of way – Parking restricted with 20' of bulb-out point of curvature (identified in Exhibit E-1) to ensure adequate visibility and enhance KFD apparatus circulation. Intersection of (1) City right of way and alley or shared residential street (Woonerf) – Parking restricted based upon 115' vision triangle to ensure adequate visibility and enhance KFD apparatus circulation. (identified in Exhibit E-2)
Speed Limits	20 MPH. Set sight distance and spacing accordingly.

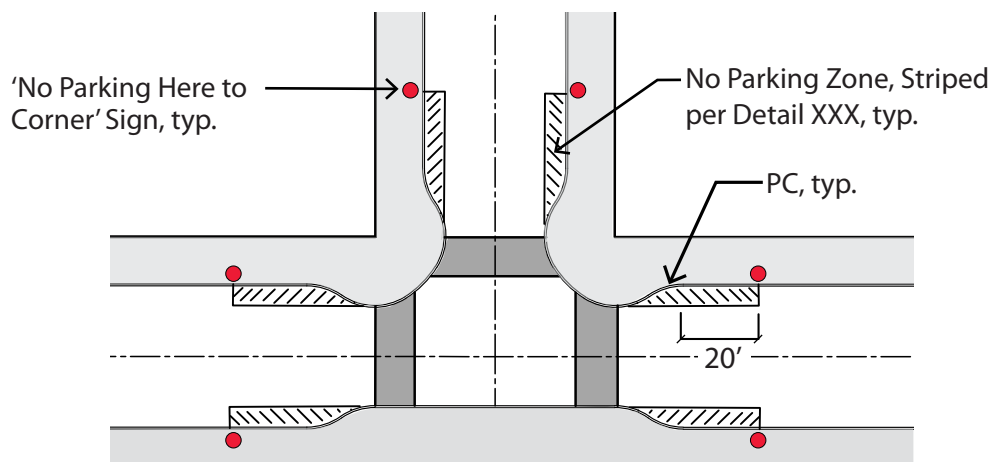
EXHIBIT E

Vista Field Roadway Design Criteria Elements

Parking	Parallel. If diagonal then consider use of back-in, Plan for pay parking and signage but try to avoid excess signage.
Minimum Horizontal Curve Radii	Probable is 175' - Should be based on design vehicle using 10' lanes. Smaller radii when proven to work using AutoTurn with WB 40 design vehicle.
Types of traffic control	AWSC, TWSC, Yield, No signage
Special Signage District	Street signage deviation for typical City standard allowed, provided compliance with NACTO/MUTCD standards
Traffic Calming Features Allowed	NACTO raised intersections, Traffic Circles, Chicanes, Curb Extensions, Neckdowns, Special Paving/Marking treatments
Turnarounds	Cul-de-sac and other designs as approved by PW & Fire Marshall



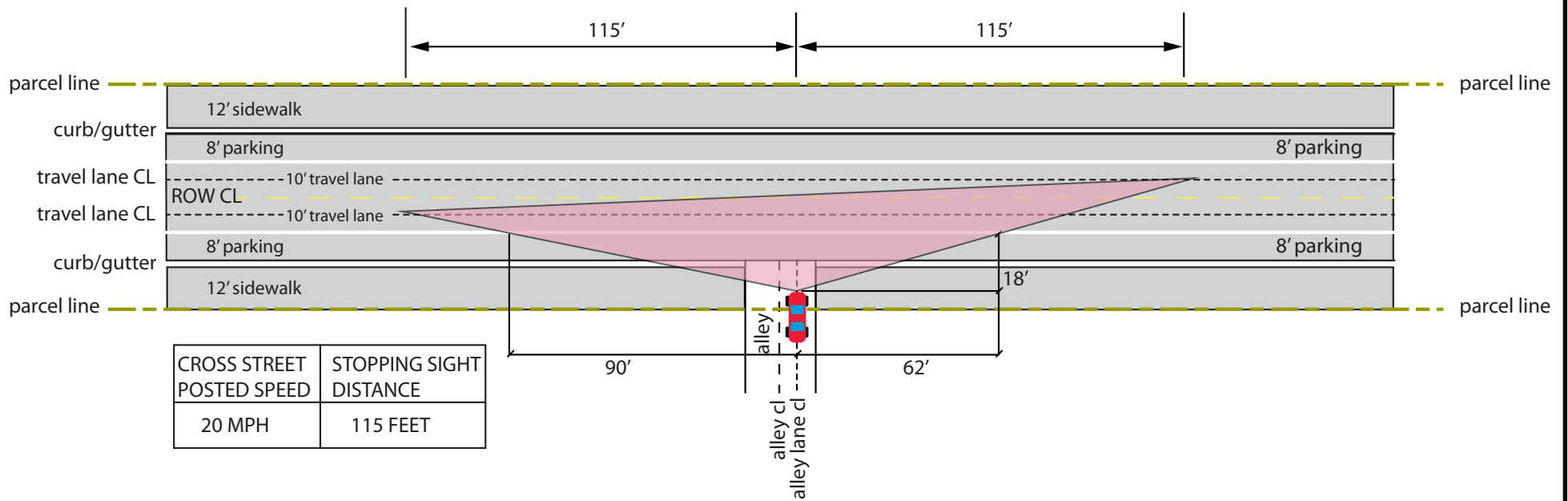
**20' No Parking Setback
from PC per COK**



VISTA FIELD
CURB BULB WITH NO PARKING SETBACK
ENGINEERING DEPARTMENT

DATE 10/25
 DWN DCS
 REV X/XX
 CHK LWP
 SCALE NTS

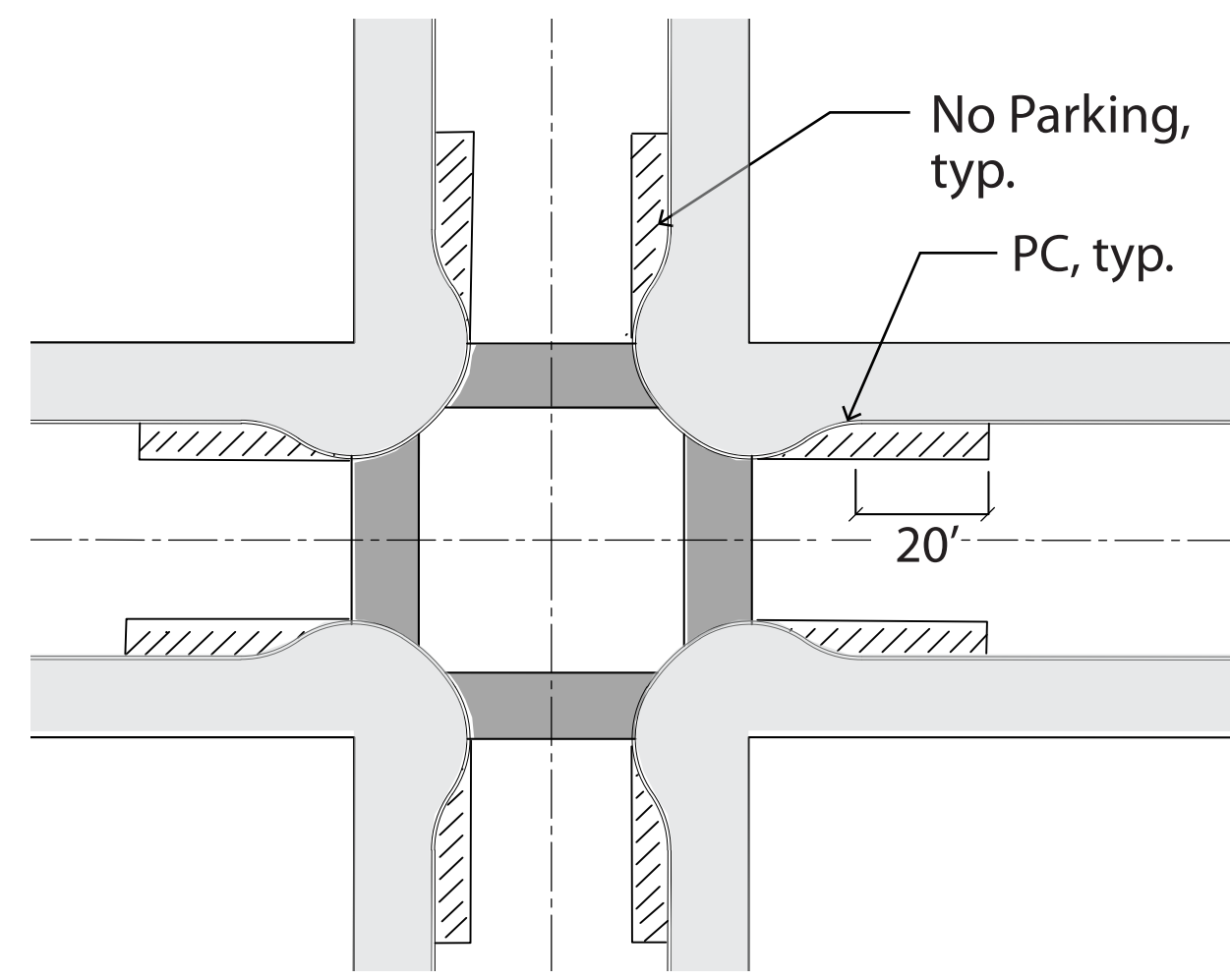
DWG. NO.
FIG
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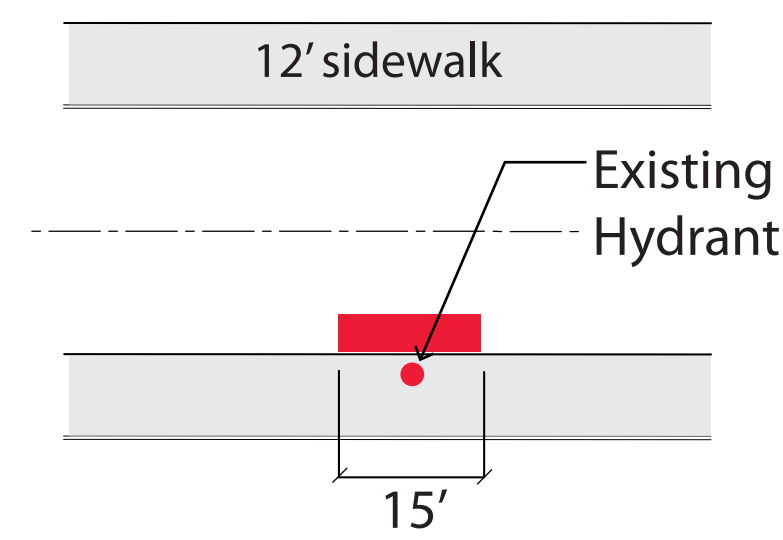
**VISTA FIELD
CLEAR SIGHT TRIANGLE
ENGINEERING DEPARTMENT**

DATE 10/25
DWN DCS
REV X/XX
CHK LWP
SCALE NTS

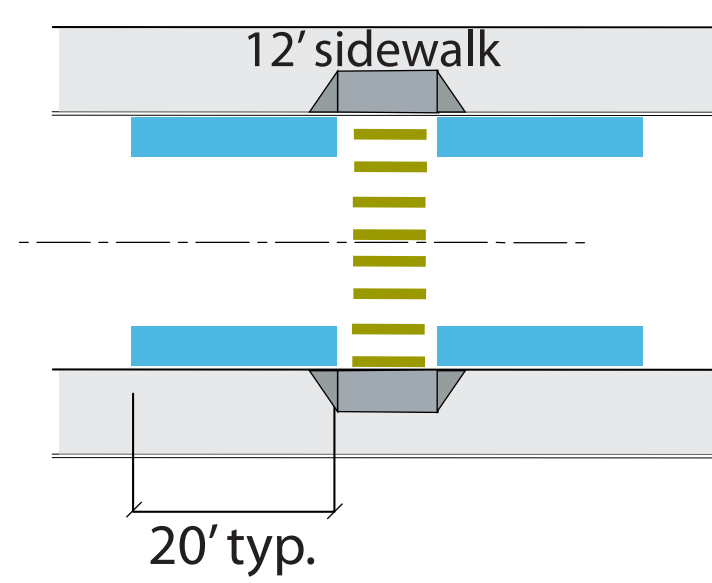
DWG. NO.
**FIG
2**



20' No Parking Setback from PC per COK



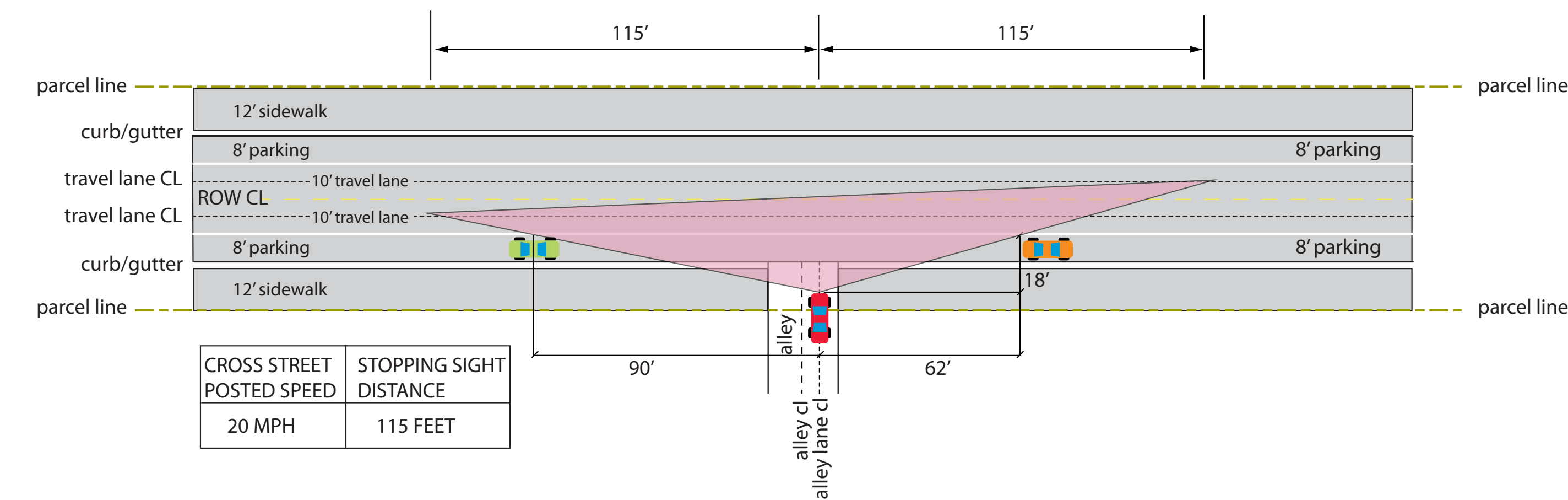
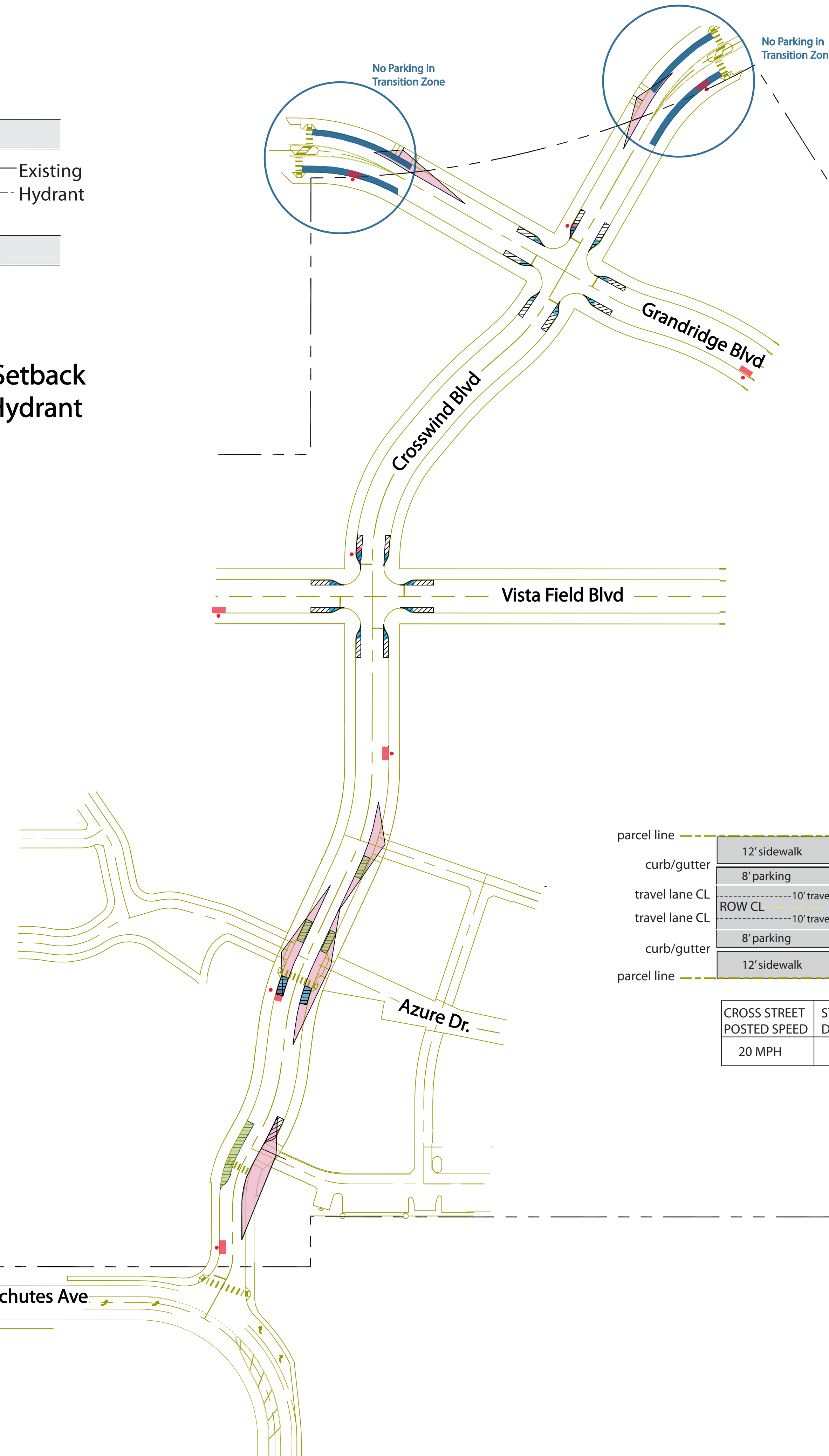
15' No Parking Setback from Existing Hydrant per IFC



20' No Parking Setback from Crosswalk per MUTCD

Legend

- No Parking per Sight Triangle - See Detail
- Existing Hydrant Location
- No Parking per IFC 15' Clear Along Curbline
- No Parking Setback from Crosswalk - See Detail
- No Parking per COK Offset from PC - See Detail
- No Parking in Transition Zone (Multiple Regulations)
- No Parking per Autoturn - See Exhibit

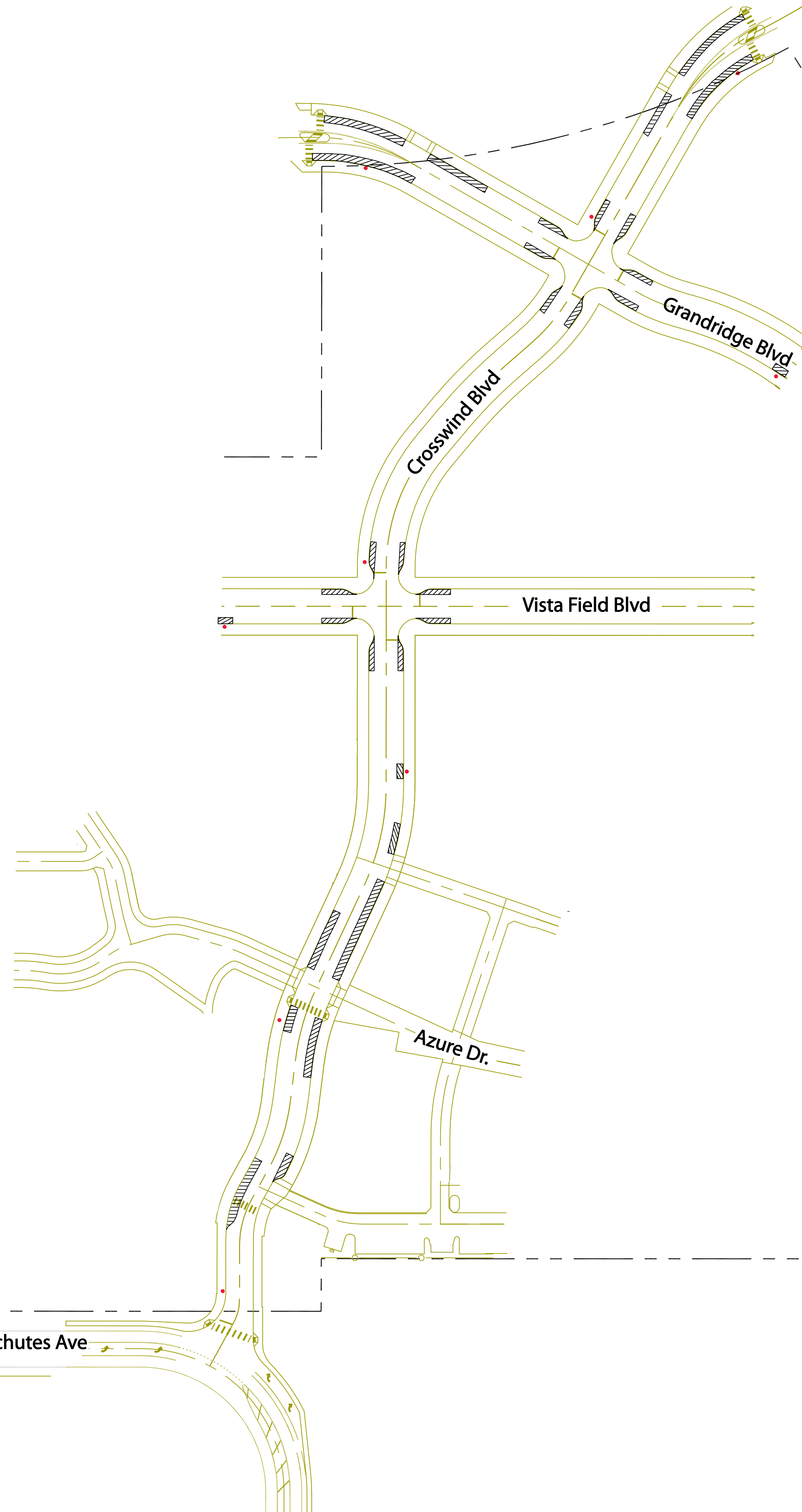


Sight Triangle
City ROW to Private Intersection

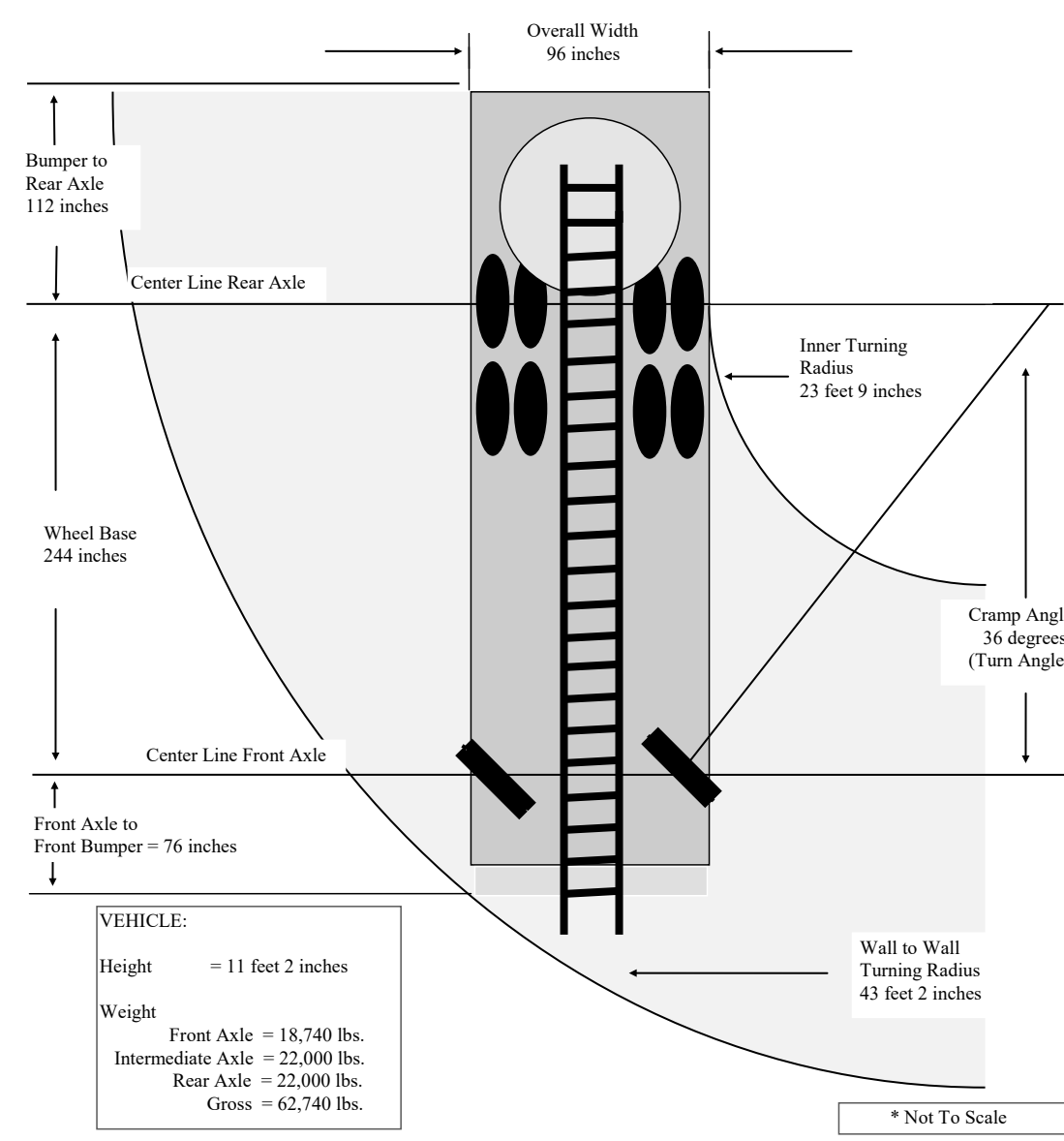
Vista Field No Parking Exhibit
Regulatory Restrictions

Legend

- Existing Fire Hydrant
- ▨ No Parking per Regulatory Overlays



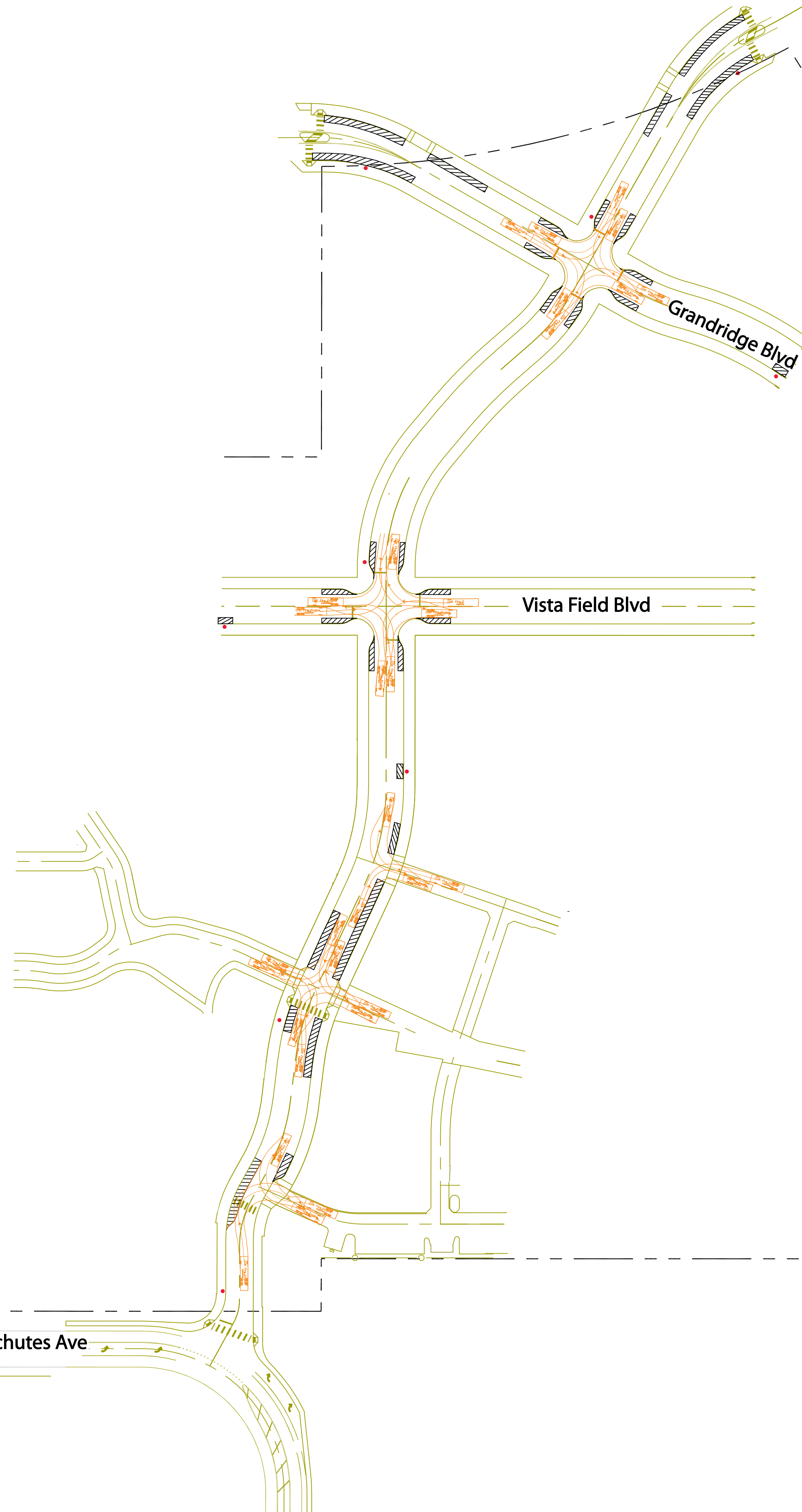
Vista Field No Parking Exhibit
No Parking Areas



**Kennewick Fire Apparatus
Turning Radius Specifications**

Legend

- Existing Fire Hydrant
- No Parking per Regulatory Overlays
- COK Fire Truck Turning Movement



**Vista Field No Parking Exhibit
Fire Truck Turning Movements**

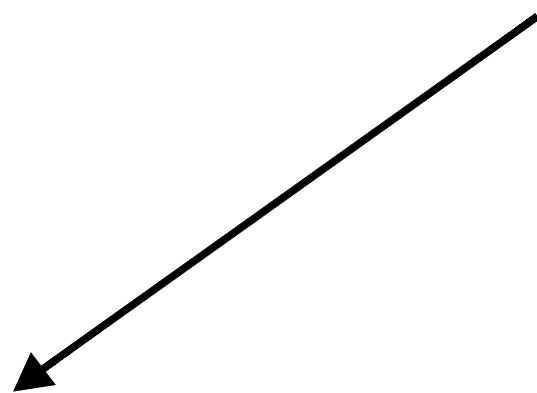
VISTA FIELD REDEVELOPMENT PROJECT - TRANSPORTATION MITIGATION (February 5, 2026)

Cost Allocation Percentages & ROM Cost Estimates

(ALL PARTIES UNDERSTAND - Percentages are the AGREED Factor; Cost Estimates are "PLANNING LEVEL" ONLY)

	2035 Volumes			2035 Operations				Mitigation		Estimated Total Mitigation Cost (\$)	AGREED MITIGATION FACTORS		Currently (2016) TIF Eligible		
	No Build	Build	% Difference	No Build	Build	Mitigation	2035 Operations	Port of Kennewick (%)	Port of Kennewick (\$)						
Phase 1															
6	Columbia Center Boulevard & Grandridge Boulevard														
IMPROVEMENTS COMPLETED 2024 (POK shared Paid)															
10	Colorado Street & Grandridge Boulevard														
	Eastbound	325	527	38.3%	A	8	A	9	-Restrict north-south movements to right-in/right-out only but allow east-west left and right-turns by placing curb along Grandridge Blvd. -Striping/C-curb	A	9	\$65,000	55%	\$35,750	Yes
	Westbound	234	496	52.8%	A	8	A	8		A	8				
	Northbound	216	216	0.0%	E	44	F	>300		B	11				
	Southbound	126	126	0.0%	C	15	E	38		B	13				
23	Edison Street & Canal Drive														
	Eastbound	1143	1328	13.9%	C	34	E	57	-Add a second eastbound left-turn lane -Add a southbound right-turn lane -Signal modification	D	40	\$1,708,000	25%	\$427,000	No
	Westbound	787	834	5.6%	C	25	D	36		C	34				
	Northbound	920	981	6.2%	E	61	E	76		D	45				
	Southbound	1731	1872	7.5%	E	61	E	58		D	38				
New Intersection - Deschutes & Hangar area															
	Eastbound	Intersection was not included as a study area intersection so volumes were not developed.			Intersection was not included as a study area intersection so operations results were not calculated.				-New intersection with all-way stop control and eastbound right-turn bypass lane.			\$780,000	100.0%	\$780,000	No
Note: Movements highlighted in yellow with text in red and bold exceed City LOS thresholds										Subtotal Costs - Teir 1 (TIF Eligible)		\$1,773,000		\$462,750	
										Subtotal Costs - Teir 1 (Non-TIF Eligible)		\$780,000		\$780,000	
										Subtotal Costs - Teir 1 (Total)		\$2,553,000		\$1,242,750	

FIRE LANE ACCESS EASEMENT



20'-0"

20'-0"

ALLEY (Fire Lane)

10'-0"

10'-0"

ALLEY (Fire Lane)

**Proposed
Requirement**

2017

**FIRE LANE
ACCESS
EASEMENT**

20'

20'

ALLEY (Fire Lane)

5'

**Existing
Requirement**

ALLEY (Fire Lane)

Exhibit F

	2035 Volumes			2035 Operations			Mitigation		Estimated Total Mitigation Cost (\$)	AGREED MITIGATION FACTORS				
	No Build	Build	% Difference	No Build	Build	Mitigation	2035 Operations	Port of Kennewick (%)		Port of Kennewick (\$)	Currently (2016) TIF Eligible			
Phase 2														
4	Columbia Center Boulevard & Quinault Avenue			5124	5669	9.6%	D	47	E	57				
	Eastbound	892	940	5.1%	E	74	E	74	-No mitigation proposed because the overall intersection and each individual approach are forecast to meet City LOS thresholds.		\$1,794,000	0%	\$0	Yes
	Westbound	626	756	17.2%	D	46	E	58						
	Northbound	1693	1872	9.6%	D	40	D	49						
	Southbound	1913	2101	8.9%	D	42	E	57						
7	Columbia Center Boulevard & Deschutes Avenue			4395	4840	9.2%	C	30	D	40				
	Eastbound	526	564	6.7%	C	34	D	49	-Add a second WB left-turn lane -Add a WB right-turn lane		\$1,696,000	25%	\$424,000	Yes
	Westbound	653	853	23.4%	E	69	F	92						
	Northbound	1568	1691	7.3%	C	21	C	20						
	Southbound	1648	1732	4.8%	C	23	C	30						
14	Young Street & Deschutes Avenue			901	1349	33.2%			A	7				
	Eastbound	288	443	35.0%	A	8	A	7	-Install a roundabout		\$650,000	100%	\$650,000	No
	Westbound	376	386	2.6%	na	na	A	6						
	Southbound	237	310	23.5%	C	17	A	10						
	Southwestbound	0	210	100.0%	na	na	A	7						
18	Kellogg Street & Quinault Avenue			1479	1821	18.8%			B	13				
	Eastbound	0	273	100.0%	na	na	C	28	-Install a signal		\$390,000	75%	\$292,500	No
	Westbound	162	303	46.5%	F	87	C	27						
	Northbound	674	643	-4.8%	na	na	A	6						
	Southbound	643	602	-6.8%	A	10	A	6						
19	Kellogg Street & Metaline Avenue			1240	1519	18.4%								
	Eastbound	41	41	0.0%	D	29	F	75	-Install a signal		\$390,000	75%	\$292,500	No
	Westbound	105	199	47.2%	D	26	F	80						
	Northbound	534	572	6.6%	A	9	A	9						
	Southbound	560	707	20.8%	A	9	A	10						
20	Kellogg Street & Deschutes Avenue			1684	2141	21.3%								
	Eastbound	410	529	22.5%	F	52	F	242	-Install a signal		\$1,125,000	75%	\$843,750	No
	Northbound	569	771	26.2%	B	10	B	12						
	Southbound	705	841	16.2%	na	na	na	na						
21	Kellogg Street & Clearwater Avenue			3678	4092	10.1%	C	33	D	44				
	Eastbound	1048	1066	1.7%	B	18	C	29	-Add a second southbound left-turn lane -Signal modification		\$848,000	20%	\$169,600	Yes
	Westbound	1233	1318	6.4%	C	32	D	37						
	Northbound	348	404	13.9%	D	40	E	68						
	Southbound	1049	1304	19.6%	D	46	E	55						
24	Edison Street & Metaline Avenue			1806	2023	10.7%								
	Eastbound	100	223	55.2%	D	26	F	114	-Add a refuge area for left-turns from Edison St.		\$26,000	55%	\$14,300	No
	Northbound	725	772	6.1%	B	11	B	12						
	Southbound	981	1028	4.6%	na	na	na	na						

- NOTES**
- #1) Movements highlighted in yellow with text in red and bold exceed City LOS thresholds;
 - #2) Mitigation cost share calculations used critical approach volume difference (cells highlighted in bold and blue) as the basis for all intersection except roundabouts which used the overall intersection volume difference. Instances of increased Port share due to impacts identified only in the "Build" scenario and/or when LOS failure in No-Build" scenario involved simple, less expensive solution;
 - #3) Port Request Intersection indentified with pink hatch be Reclassified as TIF Eligible AND City agreed to consider this request during upcoming TIF update.
 - #4) Tier 1 and Teir 2 project listed by interesction mitigation priority;

- COST ASSUMPTIONS (All costs estimates in 2016 dollars)**
- ❖ Right-of-Way acquisition costs are included and assumed at \$20/SF
 - ❖ Design costs are included and assumed to be 15% of construction costs
 - ❖ Construction costs & construction management (including survey) asumed to be 15% of construction cost
 - ◆ One Lane Roundabout Construction Cost - \$700,000
 - ◆ New Signal Construction Cost - \$600,000
 - ◆ Adding New Approach Lanes Cost - \$500,000
 - ◆ Signal Modification Cost Per Lane - \$150,000

Subtotal Costs - Teir 2 (TIF Eligible)	\$4,338,000	\$593,600
Subtotal Costs - Teir 2 (Non-TIF Eligible)	\$2,581,000	\$2,093,050
Subtotal Costs - Teir 2 (Total)	\$6,919,000	\$2,686,650

TOTAL PROJECT COSTS (TIF Eligible)	\$6,111,000
TOTAL PROJECT COSTS (Non-TIF Eligible)	\$3,361,000
TOTAL PROJECT COSTS	\$9,472,000

\$1,056,350
\$2,873,050
\$3,929,400
PORT Total Mitigation Cost Estimate