

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 2024-20

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
ESTABLISHING A LATECOMER ASSESSMENT AREA AND
AUTHORIZING A SANITARY SEWER LATECOMER AGREEMENT
WITH PAHLISCH HOMES AT WESTCLIFFE HEIGHTS, LLC.**

WHEREAS, Pahlisch Homes at Westcliffe Heights, LLC, the developer of the Westcliffe Heights subdivision (hereinafter "Developer"), constructed a sanitary sewer lift station and associated force main to serve the development; and

WHEREAS, the City's planning for sewer service in the area of the Westcliffe Heights development indicated that the sewer facilities installed will serve several properties near the Westcliffe Heights development; and

WHEREAS, an assessment reimbursement area has been formulated based on the feasible service area of the sewer lift station and associated sanitary sewer force main; and

WHEREAS, Chapter 35.91 RCW and Chapters 3.10 and 17.70 RMC allow developers to be reimbursed for a portion of the costs required to construct and extend off-site utilities; and

WHEREAS, Developer wishes to be reimbursed for a portion of the costs of constructing the sanitary sewer lift station and force main that will benefit future adjacent developments; and

WHEREAS, on April 15, 2024, affected property owners were sent notice that a public hearing would be held on May 7, 2024 to take public testimony regarding the proposed assessment area and latecomer agreement; and

WHEREAS, providing reimbursement as sought by Developer supports the City’s strategy to promote the construction of cost-effective infrastructure necessary to service development.

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

Section 1. An assessment area and sewer latecomer program is hereby established as follows and as depicted on **Exhibit A** hereto:

Affected Parcels:

- 1-3498-400-0002-002 = 40.01 Acres
- 1-3498-401-1576-001 = 16.53 Acres
- 1-3498-401-2275-002 = 16.97 Acres
- 1-3498-401-2275-001 = 1.03 Acres
- 1-3498-401-1406-001 = 1.02 Acres
- Westcliffe Heights subdivision phases 3 – 7 = 69.5 acres

Calculation of Latercomer Assessment:

- Total number of acres serviceable by sanitary sewer lift station: 145.06 acres
- Cost of Sanitary Sewer Force Main and Sewer Lift Station: \$682,434.06
 - **\$682,434.06 / 145.06 acres = \$4,704.50 per acre**

Note: Westcliffe Heights Phases 3 - 7 are included in the assessment area (as P6 on Exhibit A) for purposes of determining cost per acre but no funds will be paid by properties in P6 since that expense has already been realized.

Section 2. The Public Works Director is authorized to sign and execute a Sanitary Sewer Latecomer Agreement with Pahlisch Homes at Westcliffe Heights, LLC for construction of the sanitary sewer lift station and associated pipeline in substantially the form provided in **Exhibit B** (the “Agreement”).

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

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

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

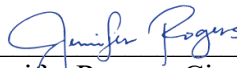
Section 6. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener’s errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of May, 2024.

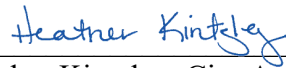


Theresa Richardson, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:


Heather Kintzley, City Attorney

First Reading: May 7, 2024
Second Reading: May 21, 2024
Date Published: May 26, 2024

Exhibit A to Ordinance No. 2024-20

WESTCLIFFE HEIGHTS LATECOMER MAP



Assessment Area in bold outline.

Westcliffe Heights Phases 3 - 7 are included in the assessment area (as P6) for purposes of determining cost per acre but no funds will be paid by properties in P6 since that expense has already been realized.

MAP ID	PARCEL NUMBER	SIZE (ACRES)
P1	1-3498-400-0002-002	40.01
P2	1-3498-401-1576-001	16.53
P3	1-3498-401-2275-002	16.97
P4	1-3498-401-2275-001	1.03
P5	1-3498-401-1406-001	1.02
P6	*N/A	69.5

N.T.S.

*WESTCLIFFE HEIGHTS SUBDIVISION

Exhibit B to Ordinance No. 2024-20

WHEN RECORDED RETURN TO:

**City of Richland
City Clerk
625 Swift Blvd. MS-07
Richland, WA 99352**

SANITARY SEWER LATECOMER AGREEMENT

AFFECTED PARCEL I.D. NUMBERS:

1. 1-3498-400-0002-002 = 40.01 Acres
2. 1-3498-401-1576-001 = 16.53 Acres
3. 1-3498-401-2275-002 = 16.97 Acres
4. 1-3498-401-2275-001 = 1.03 Acres
5. 1-3498-401-1406-001 = 1.02 Acres

This Agreement is made this ___ day of _____, 2024 (the “Effective Date”) between the **City of Richland**, a Washington municipal corporation with service at 625 Swift Blvd., Richland, WA 99352 (the “City”), and **Pahlisch Homes at Westcliffe Heights, LLC**, an Oregon limited liability company (the “Developer”). City and Developer are herein referred to individually as a “Party” and collectively as the “Parties.”

I. Recitals

WHEREAS, Developer, as part of the Westcliffe Heights development, constructed a sanitary sewer lift station and associated force main in the Epic Street and Rachel Road alignments, as depicted on **Exhibit A**, that will serve the Westcliffe Heights development and additional properties that are not owned by Developer; and

WHEREAS, Chapter 35.91 RCW and Chapters 3.10 and 17.70 RMC allow developers to be reimbursed for a portion of the costs required to construct and extend off-site utilities; and

WHEREAS, an assessment reimbursement area has been formulated based on the feasible service area of the sewer lift station; and

WHEREAS, the assessment reimbursement area is comprised of the following parcels: 1-3498-400-0002-002; 1-3498-401-1576-001; 1-3498-401-2275-002; 1-3498-401-2275-001; and 1-3498-401-1406-001; and

WHEREAS, Developer has presented sufficient documentation to the City Engineer proving the engineering and construction costs of said sanitary sewer lift station and force main; and

WHEREAS, the Parties agree that the cost of said sanitary sewer lift station and sewer force main is \$682,434.06; and

WHEREAS, Developer wishes to be reimbursed for a portion of the costs of constructing the sanitary sewer lift station and force main that benefits both his development and future adjacent developments; and

WHEREAS, the City is willing to reimburse Developer as part of the City's strategy to promote cost-effective infrastructure construction necessary to service development.

NOW THEREFORE, in consideration of Developer's constructing and dedicating a sewer lift station and force main as part of the City's sanitary sewer system, along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

II. Agreement

1. Connection to Sewer Facility

City agrees that none of the above-referenced properties will be authorized to connect into or use said sanitary sewer lift station and sewer force main without first paying to the City, in addition to any and all other costs and charges made and assessed for such tap or use, their fair prorated share of the cost for the construction of the sewer facilities as determined herein. At the time of the initial connection to this sewer pipeline intended to serve an assessed parcel, the entire amount owed by the parcel shall be assessed.

2. Determination of Fair Share

The total cost of the sewer lift station and associated force main shall be divided on a per acre basis between the above-referenced parcels and the Westcliffe Heights subdivision phases 3 – 7 (69.5 acres; Westcliffe Heights subdivision phases 1 – 2 are not connected to the sewer lift station that is the subject of this Agreement). These parcels comprise the assessment reimbursement area for the sanitary sewer lift station as described in RMC 3.10.040. Since Developer's project will also receive sewer service from this lift station and force main, the cost of said sewer system will be divided amongst all benefitting properties. Repayment will be collected from those properties in

the assessment reimbursement area. The assignment of costs under this Agreement shall be as follows:

- Total number of acres serviceable by sanitary sewer lift station: 145.06 acres
- Cost of Sanitary Sewer Force Main and Sewer Lift Station: \$682,434.06
 - **\$682,434.06 / 145.06 acres = \$4,704.50 per acre**

The unpaid amounts of these assessments shall be subject to inflation, applied on January 1 of each year and based on the consumer price index – Seattle urban wage and clerical workers (CPI-W) July through June.

3. Repayment

The City agrees to pay Developer quarterly after receipt, any sums received from others during the term of this Agreement as their pro rata share of the cost of said sanitary sewer system. The quarterly periods shall end on March 31, June 30, September 30, and December 31. Payments will be due thirty (30) days after the close of each quarter. No transfer or assignment of the right to receive any such payments shall be binding upon the City unless it has received notice in writing of such transfer or assignment, and any such payment to Developer or other persons shown in the City records as entitled to receive such payment before receipt of such notice shall discharge the City of its obligation under this paragraph to the extent of such payment.

4. Term

This Agreement shall continue in force and effect for a maximum of twenty (20) years from the date this Agreement is executed, or until the balance owed is paid in full, whichever occurs first. Nothing in this Agreement shall be construed to guarantee payment in full to Developer.

5. Recording

This Agreement shall not be enforceable against any party unless Developer has caused the same to be filed and recorded with the Benton County Auditor pursuant to RCW 35.91.020. This Agreement shall also be recorded against each parcel number listed at the beginning of this Agreement.

6. Notifications

Pursuant to RCW 35.91.020(6), every two (2) years from the date of execution of this Agreement, the Developer entitled to reimbursement under this Agreement shall provide the City with information, in writing, regarding the current name, address, and telephone number of the person, company, or partnership that originally entered into this Agreement. If the Developer fails to comply with the notification requirements within sixty (60) days of the specified time, then the City may collect any reimbursement funds owed to the Developer under this Agreement. Such latecomer fees collected will be deposited in the City's capital fund.

7. Governing Law/Forum Selection

The interpretation and enforcement of this Agreement shall be governed by the laws of the state of Washington. The Parties agree that Benton County is the appropriate venue for the filing of any civil action arising out of this Agreement. Developer expressly consents to personal jurisdiction in Benton County Superior Court.

8. Severability

In the event that any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect any other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

[Signature page to follow]

DRAFT

STATE OF _____)
: ss.
County of _____)

I certify that I know or have satisfactory evidence that **JEFF VANDERDOSSEN** is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he is authorized to execute the instrument and acknowledged it, as an authorized agent of **PAHLISCH HOMES AT WESTCLIFFE HEIGHTS, LLC**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2024.

←print name
Notary Public in and for the State of Oregon.
Residing at: _____, Oregon
My appointment expires _____.

DRAFT