



Agenda
City Council Regular Meeting
Tuesday, November 7, 2023
Richland City Hall Council Chambers
625 Swift Boulevard

City Council Regular Meeting - 6:00 p.m.

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

- I. New Hires and Retirements
 - Lacey Paulsen, Human Resources Director

Public Hearing: Please limit public hearing comments to 3 minutes. Comments must speak only to the item for which the hearing is convened. Records intended for Council consideration must be given to the City Clerk for distribution.

2. Proposed 2024 Budget and 2024-2029 Capital Improvement Plan, Ordinance No. 2023-29

Public Comments: Please limit public comments to 2 minutes. The public comment period is not an opportunity for dialogue with councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. Records intended for Council consideration must be given to the City Clerk for distribution.

Consent Calendar: Items on the Consent Calendar have been distributed to the City Council in advance for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no discussion. Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes:

3. Approval of the October 17, 2023 City Council Regular Meeting Minutes and the October 24, 2023 City Council Workshop Meeting Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

4. Ordinance No. 2023-28, Amending Chapters 5.50, 13.06, 14.24, 15.03, 16.08, 17.56, 18.24 and 18.37 of the Richland Municipal Code to Establish Daily Utility Rates
 - Brandon Allen, Finance Director

Ordinances - Second Reading & Passage:

5. Ordinance No. 2023-25, Amending the 2023 Budget in the General Fund, City Streets Fund, Industrial Development Fund, Hotel/Motel Fund, Streets Capital Construction Fund, Parks Construction Fund, Electric Utility Fund, Medical Services Fund, Public Safety Facility 75 Construction Fund, and Public Safety Facility 73 Replacement Fund
 - Brandon Allen, Finance Director

6. Ordinance No. 2023-26, Approving the 2024 Ad Valorem Tax and Property Tax Levies
 - Brandon Allen, Finance Director
7. Ordinance No. 2023-27, Approving a Change to the 2024 Ad Valorem Tax over the Prior Year
 - Brandon Allen, Finance Director

Resolutions - Adoption:

8. Resolution No. 2023-135, Authorizing a Purchase and Sale Agreement with Cenate
 - Kerwin Jensen, Development Services Director
9. Resolution No. 2023-158, Authorizing a Consultant Agreement with PBS Engineering and Environmental Inc. for the Safe Routes to School Study
 - Pete Rogalsky, Public Works Director
10. Resolution No. 2023-164, Establishing Richland City Council Meeting Dates for Calendar Year 2024
 - Jon Amundson, City Manager
11. Resolution No. 2023-165, Authorizing a Master License Agreement with USCOC of Richland, Inc. d/b/a U.S. Cellular for Wireless Small Cell Facilities
 - Heather Kintzley, City Attorney
12. Resolution 2023-166, Authorizing a Change Order Threshold for Contract No. 210-22 with Virginia Transformer Corporation for the Purchase of Two Power Transformers
 - Clint Whitney, Energy Services Director
13. Resolution No. 2023-167, Authorizing an Extension of Contract No. 447-19 with the Bonneville Environmental Foundation for the Green Power Program
 - Clint Whitney, Energy Services Director
14. Resolution No. 2023-168, Authorizing a Construction Contract with Paramount Communications, Inc. for the Fire Station No. 76 Fiber Build Project
 - Clint Whitney, Energy Services Director
15. Resolution No. 2023-169, Authorizing Application and Acceptance for Professional Development Grants from the Washington State Library
 - Christopher Nulph, Library Manager
16. Resolution No. 2023-170, Authorizing Award of Bid to Sharpe & Preszler Construction Co., Inc. for the Sunset Street and Montana Avenue Watermain Replacement Project
 - Pete Rogalsky, Public Works Director

Items - Approval:

17. Appointment to the Richland Public Library Board of Trustees: Linda Isakson
 - Jennifer Rogers, City Clerk

Items of Business:

18. Ordinance No. 2023-29, Approving the 2024 Budget and the 2024-2029 Capital Improvement Plan
 - Brandon Allen, Finance Director

19. Resolution No. 2023-171, Authorizing Application to the Drinking Water State Revolving Fund Program for the Tri-City Estates Water System Consolidation
- Pete Rogalsky, Public Works Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

This meeting will be broadcast live on [CityView Channel 192](#) on the City's website and on the [City's YouTube Channel](#).

Richland City Hall is ADA accessible. Any individual who has difficulty attending the meeting in-person may request to provide comments remotely. (Ch. 42.30 RCW) Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 509-942-7389.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/7/2023

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the October 17, 2023 City Council Regular Meeting Minutes and the October 24, 2023 City Council Workshop Meeting Minutes

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the meeting minutes from the City Council regular meeting held on October 17, 2023 and the City Council workshop meeting held on October 24, 2023.

Summary:

Draft minutes from the October 17, 2023 City Council regular meeting and the October 24, 2023 City Council workshop meeting are presented for Council's consideration and approval.

Fiscal Impact: None.

Attachments:

1. Draft October 17, 2023 City Council Meeting Minutes
2. Draft October 24, 2023 City Council Workshop Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, October 17, 2023

Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Regular Meeting - 6:00 p.m.

Mayor Christensen called the Council meeting to order at 6:00 p.m.

Welcome and Roll Call

Mayor Christensen welcomed those in the audience and expressed appreciation for their attendance.

Attendance: Mayor Christensen	Present
Mayor Pro Tem Richardson	Present
Councilmembers Jones	Present (via Zoom)
Councilmember Kent	Absent
Councilmember Lukson	Present
Councilmember VanDyke	Absent
Councilmember Whitten	Present

COUNCILMEMBER LUKSON MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO EXCUSE COUNCILMEMBERS KENT AND VANDYKE. MOTION CARRIED 5-0.

Also present were City Manager Amundson, Assistant City Manager Florence, City Attorney Kintzley, Chief of Police Clary, Fire Chief Huntington, Development Services Director Jensen, Public Works Director Rogalsky, Energy Services Director Whitney, Finance Director Allen, Human Resources Director Paulsen, and Acting Deputy City Clerk Fulton.

Pledge of Allegiance

Mayor Christensen led the Council and audience in the Pledge of Allegiance.

Approval of Agenda

MAYOR CHRISTENSEN MOVED AND MAYOR PRO TEM RICHARDSON SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 5-0.

Presentations

1. National Community Planning Month Proclamation

Mayor Christensen presented the National Community Planning Month proclamation to Planning Manager Mike Stevens and Planning staff members Matthew Howie, Kyle Hendricks and Jodie Hogan. Staff was recognized for the great work they do on behalf

of the City of Richland. Planning Manager Stevens shared some words of appreciation with the audience.

2. National Disability Employment Awareness Month Proclamation

Mayor Christensen presented the National Disability Employment Awareness Month proclamation to Responding to Autism Director Christine Lindgren. Ms. Lindgren thanked Mayor Christensen for the proclamation and shared a few words with the audience, to include the fact that Washington is one of the leading states for employing individuals of all abilities.

3. Tri-Cities Regional Hotel-Motel Commission Annual Budget and Tourism Promotion Area Marketing Plan

Kevin Lewis, President & CEO of Visit Tri-Cities, presented the 2023 Tri-Cities Regional Hotel-Motel Commission Annual Budget and Marketing Plan. Mr. Lewis gave a high level review of the purpose of Visit Tri-Cities, including its different funding sources (Hotel/Motel and TPA funding). Details of the presentation are available in the materials provided by Mr. Lewis.

Mr. Lewis closed his presentation with a description of the IRONMAN event coming to Richland in late 2024.

Councilmember Lukson asked about using social media influencers to drive events. Mr. Lewis reported that the use of social media and influencers is working well.

Mayor Pro Tem Richardson thanked Mr. Lewis for his presentation, and shared that her assignment as council liaison to Visit Tri-Cities is one of her favorites. Mayor Pro Tem Richardson also shared her excitement about the IRONMAN event.

Councilmember Jones thanked Mr. Lewis for the presentation and asked about sales teams, occupancy of hotels, and changes in market strategy.

Public Hearing

Acting Deputy City Clerk Fulton read the Public Hearing and Public Comments procedures.

4. Proposed Amendment to the 2023 Budget in the General Fund, City Streets Fund, Industrial Development Fund, Hotel/Motel Fund, Streets Capital Construction Fund, Parks Construction Fund, Electric Utility Fund, Medical Services Fund, Public Safety Facility 75 Construction Fund, and Public Safety Facility 73 Replacement Fund, Ordinance No. 2023-25

Mayor Christensen opened and closed the public hearing at 6:40 p.m. No testimony was provided.

5. Proposed 2024 Revenue Sources Including Property Tax, Ordinance Nos. 2023- 26 and 2023-27

Mayor Christensen opened and closed the public hearing at 6:40 p.m. No testimony was provided.

6. Proposed Adoption of the 2023 Conservation Potential Assessment and Demand Response Potential Assessment, Resolution No. 2023-162

Mayor Christensen opened and closed the public hearing at 6:41 p.m. No testimony was provided.

Public Comments

Quinn Smith - 334 Seattle Street, Richland, WA: Mr. Smith provided comments about the draft Leslie Groves Park Plan. See Mr. Smith's written statement submitted to the record.

Diane Moeller - 1918 Harris Avenue, Richland, WA: Ms. Moeller provided comments about the draft Leslie Groves Park Plan focused on Monarch butterflies. See Ms. Moeller's written statement submitted to the record.

Laila Krowiak - 1523 Hains, Richland, WA: Ms. Krowiak provided comments about the draft Leslie Groves Park Plan focused on parking, traffic calming and speed in the area. See Ms. Krowiak's written statement submitted to the record.

Renee Smith, 334 Seattle Street, Richland, WA: Ms. Smith provided comments about the draft Leslie Groves Park Plan focused on pickleball. See Ms. Smith's written statement submitted to the record.

Alex Corsten, 153 Spengler Street, Richland, WA: Mr. Corsten provided comments about the draft Leslie Groves Park Plan focused on vegetation management. See Mr. Corsten's written statement submitted to the record.

Karen Albers, 2513 Harris Avenue, Richland, WA: Ms. Albers provided comments about the draft Leslie Groves Park Plan focused on the proposed Nature Education Center. See Ms. Albers' written statement submitted to the record.

Jennifer Rodriguez, 2330 Harris, Richland, WA: Ms. Rodriguez provided comments about the draft Leslie Groves Park Plan focused on safety and maintenance. See Ms. Rodriguez's written statement submitted to the record.

Anna King, 1912 Davidson Street, Richland, WA: Ms. King summarized the request of the previous speakers related to the draft Leslie Groves Park Plan. See Ms. King's written statement submitted to the record.

Consent Calendar

Acting Deputy City Clerk Fulton read the Consent Calendar.

MAYOR CHRISTENSEN MOVED AND MAYOR PRO TEM RICHARDSON SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THOSE IN FAVOR: MAYOR CHRISTENSEN, MAYOR PRO TEM RICHARDSON, AND COUNCILMEMBERS JONES, LUKSON AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 5-0.

Minutes

7. Approval of the October 3, 2023 City Council Regular Meeting Minutes and the October 10, 2023 City Council Special Workshop Meeting Minutes

Ordinances - First Reading

None.

Ordinances - Second Reading & Passage

8. Ordinance No. 2023-24, Establishing and Dedicating the Right-of-Way for a Segment of Southgate Way

Resolutions - Adoption

9. Resolution No. 2023-159, Authorizing the Award of Bid to DJ's Electrical, Inc. for the View Ridge Estates Boring and Cable Replacement Project
10. Resolution No. 2023-160, Authorizing \$225,000 from the Tourism Promotion Area Reserve Account for Supplemental Tourism-Related Projects in 2023
11. Resolution No. 2023-161, Awarding Hotel/Motel Funds to the Badger Mountain Park Parking Lot Improvements Project
12. Resolution No. 2023-163, Authorizing Submission of a Grant Application to the Department of Commerce for Climate Planning

Items - Approval

None.

Expenditures - Approval

13. Expenditures from September 1, 2023 to September 30, 2023 in the amount of \$24,128,298.22 including Travel Check Nos. 20373-20412, Accounts Payable

Check Nos. 315116-316043, Accounts Payable Wire Nos. 9720-9753, Payroll Wires & ACH Nos. 13574-13622, Payroll Direct Deposit & Check Nos. 213315-214466 and Pension Check Nos. 6563-6586.

Items of Business

14. Ordinance No. 2023-25, Amending the 2023 Budget in the General Fund, City Streets Fund, Industrial Development Fund, Hotel/Motel Fund, Streets Capital Construction Fund, Parks Construction Fund, Electric Utility Fund, Medical Services Fund, Public Safety Facility 75 Construction Fund, and Public Safety Facility 73 Replacement Fund

Finance Director Allen briefly described the budget adjustments effectuated through approval of Ordinance No. 2023-25 as listed in the staff report. Total value of the adjustments is approximately \$2.9M.

Councilmember Whitten asked whether the overtime for EMS was directly related to the Standards of Cover study. Finance Director Allen said it was not directly related to the study, but occurs due to vacancies in positions affecting the EMS Fund who are contributing to the study.

COUNCILMEMBER WHITTEN MOVED AND MAYOR PRO TEM RICHARDSON SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2023-25 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: MAYOR CHRISTENSEN, MAYOR PRO TEM RICHARDSON, AND COUNCILMEMBERS JONES, LUKSON AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 5-0.

15. Ordinance No. 2023-26, Approving the 2024 Ad Valorem Tax and Property Tax Levies

Finance Director Allen advised that three public hearings are necessary for budget adoption, including the hearing held tonight related to this Ordinance No. 2023-26. Finance Director Allen provided an overview of the estimated revenue for 2024 in all funds. Total estimated revenues is \$291,332,456. More detailed information was provided specific to the General Fund, including an overview of projected 2024 property tax, sales tax and utility tax. See Finance Director Allen's PowerPoint presentation for more detail.

Councilmember Whitten questioned the 1% increase option and how it impacts homeowners with increased assessed value. Finance Director Allen agreed with Councilmember Whitten's understanding of the impact of increased assessed valuation, and pointed out that the examples provided are set under the circumstance of all things remaining equal.

COUNCILMEMBER LUKSON MOVED AND MAYOR CHRISTENSEN SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2023-26 FOR FIRST READING, BY

TITLE ONLY. THOSE IN FAVOR: MAYOR CHRISTENSEN, MAYOR PRO TEM RICHARDSON, AND COUNCILMEMBERS JONES, LUKSON AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 5-0.

16. Ordinance No. 2023-27, Approving a Change to the 2024 Ad Valorem Tax over the Prior Year

Finance Director Allen's presentation for Ordinance No. 2023-26 also addressed Ordinance No. 2023-27. No additional presentation was provided.

COUNCILMEMBER LUKSON MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2023-27 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: MAYOR CHRISTENSEN, MAYOR PRO TEM RICHARDSON, AND COUNCILMEMBERS JONES, LUKSON AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 5-0.

17. Resolution No. 2023-162, Adopting the 2023 Conservation Potential Assessment and Demand Response Potential Assessment

Energy Services Director Clint Whitney provided a high-level overview of the 2023 Conservation Potential Assessment and the 2023 Demand Response Potential Assessment, both of which were previously vetted and recommended by the Utility Advisory Committee.

COUNCILMEMBER LUKSON MOVED AND MAYOR PRO TEM RICHARDSON SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2023-162. THOSE IN FAVOR: MAYOR CHRISTENSEN, MAYOR PRO TEM RICHARDSON, AND COUNCILMEMBERS JONES, LUKSON AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 5-0.

Reports and Comments

City Manager

City Manager Amundson reminded Council of the Center Parkway grand opening on October 18, 2023. The Center Parkway extension has been years in the making, and the grand opening is a capstone event. City Manager Amundson also shared that Richland is in a friendly competition with Kennewick and Pasco to raise funds for the United Way, and encouraged Council to participate.

City Council

Councilmember Lukson congratulated staff on the Center Parkway grand opening, and thanked Mr. Lewis for his presentation and the exciting news about signature sports events like IRONMAN. Lastly, Councilmember Lukson thanked the public for sharing comments about the draft Leslie Groves Park Plan.

Councilmember Whitten also thanked the public for comments concerning the Leslie Groves Park planning process. Councilmember Whitten echoed Councilmember Lukson's comments about the IRONMAN event coming to Richland, and hopes to see more events of that caliber come to the area.

Councilmember Jones and Mayor Pro Tem Richardson had no comments.

Mayor

Mayor Christensen was pleased to see so many citizens come forward to speak about the Leslie Groves Park planning process. Mayor Christensen cautioned against trying so hard to build something new that you destroy what you already have. Mayor Christensen also shared his excitement about the IRONMAN event coming to Richland. In closing comments, Mayor Christensen spoke about code enforcement, including a desire to do more to address the blight that appears to be spreading through Richland. Mayor Christensen suggested that City Manager Amundson ask code enforcement staff develop an equitable approach.

Councilmember Lukson suggested the item come back to Council at a workshop after resources are evaluated.

Mayor Pro Tem Richardson asked whether this was driven by a specific issue, or was based on Mayor Christensen's general sense of the community. Mayor Christensen advised that his comments were not centered on any specific item.

Councilmember Whitten advised that he would be interested to explore the issue further based on his understanding of the extensive code enforcement process.

Adjournment

Mayor Christensen adjourned the meeting at 7:44 p.m.

APPROVED:

ATTEST:

Terry Christensen, Mayor

Toni Fulton, Acting Deputy City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Tuesday, October 24, 2023

Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Workshop - 6:00 p.m.

Mayor Christensen called the workshop meeting to order at 6:00 p.m.

Attendance:

Mayor Christensen	Present
Mayor Pro Tem Richardson	Present
Councilmember Jones	Absent
Councilmember Kent	Present
Councilmember Lukson	Present
Councilmember VanDyke	Present
Councilmember Whitten	Present

Visiting Officials:

April Connors, Washington State Representative, 8th District
Stephanie Bernard, Washington State Representative, 8th District

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, Chief of Police Clary, Fire Chief Huntington, Energy Services Director Whitney, Public Works Director Rogalsky, Finance Director Allen, and Development Services Director Jensen.

Also in attendance was Richland's contracted lobbyist, David Arbaugh.

Agenda Items

1. 2024 Legislative Priorities Discussion with State Representatives

Deputy City Manager Joe Schiessl began the discussion by describing the City's efforts to develop Richland's 2024 legislative priorities, which are still in draft form but close to completion. DCM Schiessl also explained the purpose of the workshop discussion, which was to share Richland's specific asks and requested legislative amendments with the City's state representatives in hopes of generating a more effective voice for Richland during the upcoming legislative session.

City Council engaged in a discussion with Representatives Connors and Bernard, which included topics such as collaboration with other regional cities, BFCOG, Walla Walla Good Roads, etc. to create one voice, testimony and appearances at bill hearings, communication, affordable housing, and assigning a champion for each priority.

2. Columbia Point Tracts D & E Request for Qualifications Update

With the assistance of a PowerPoint presentation, Economic Development Manager Mandy Wallner described Tracts D & E and the Request for Qualifications effort to find a developer who can bring project to the property that aligns with Council's vision. Economic Development Manager Wallner then introduced David Copenhaver, President of Cascadia Development Partners, a real-estate development company that successfully qualified to bid on Tracts D & E. Mr. Copenhaver introduced the team who accompanied him to the meeting and shared information about Cascadia. Mr. Copenhaver also shared images of a number of projects Cascadia has successfully completed. Additional information about the firm can be found at <https://cascadiadevelopmentpartners.com>.

Council engaged in a question and answer session with Mr. Copenhaver.

Adjournment

Mayor Christensen adjourned the meeting at 7:46 p.m.

APPROVED:

ATTEST:

Terry Christensen, Mayor

Toni Fulton, Acting Deputy City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/7/2023

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2023-28, Amending Chapters 5.50, 13.06, 14.24, 15.03, 16.08, 17.56, 18.24 and 18.37 of the Richland Municipal Code to Establish Daily Utility Rates

Department/Office
Finance

Ordinance/Resolution Number:
2023-28

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2023-28, amending Chapters 5.50, 13.06, 14.24, 15.03, 16.08, 17.56, 18.24 and 18.37 of the Richland Municipal Code to establish daily utility rates.

Summary:

The City has need, from time to time, to update the Richland Municipal Code to increase accuracy and efficiency.

In late 2015, through Ordinance No. 39-15, the City's electric utility moved from a monthly rate to a daily rate for billing purposes. Utilizing daily rate billing eliminates the need to prorate monthly bills when customers move in or out of Richland, and simplifies the billing process for both the city and utility customers.

In addition, because one bill is sent for all city utilities, adjusting the remainder of the City's utilities (water, sewer, stormwater, ambulance, and solid waste) to daily rate billing will ensure consistency and assist in eliminating customer confusion.

Proposed Ordinance No. 2023-28 is intended to adjust the structure of the City's billing rate for its respective utilities from monthly to daily for all the reasons identified above. This action will not increase the rates paid by customers.

Staff recommends approval of Ordinance No. 2023-28 for first reading, by title only.

Fiscal Impact:

There is no fiscal impact on either the City or the utility customers. The adjustments proposed are strictly a structural change to daily rates, and do not represent a rate increase or decrease.

Attachments:

- I. Ordinance No. 2023-28

ORDINANCE NO. 2023-28

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING CHAPTERS 5.50, 13.06, 14.24, 15.03, 16.08, 17.56, 18.24, AND 18.37 OF THE RICHLAND MUNICIPAL CODE TO ESTABLISH DAILY UTILITY RATES.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to increase accuracy and efficiency; and

WHEREAS, in late 2015, through Ordinance No. 39-15, the City's electric utility moved from a monthly rate to a daily rate for billing purposes; and

WHEREAS, daily rate billing eliminates the need to prorate monthly bills when customers move in or out of Richland; and

WHEREAS, because one bill is sent for all city utilities, adjusting the remainder of the City's utilities (water, sewer, stormwater, ambulance, and solid waste) to daily rate billing will ensure consistency and assist in eliminating customer confusion; and

WHEREAS, adjusting the structure of the City's billing rate for its respective utilities through this Ordinance No. 2023-28 will not increase the rates paid by customers.

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

Section 1. Chapter 5.50 of the Richland Municipal Code, entitled Street Utility Charges, as first enacted by Ordinance No. 01-93, and last amended by Ordinance No. 2022-29, is hereby amended as follows:

CHAPTER 5.50 STREET UTILITY CHARGES

Sections:

- 5.50.010 Definitions.**
- 5.50.020 Creation of street – Utility – Authority.**
- 5.50.030 Governing body and management of street utility.**
- 5.50.040 Ownership of street facilities.**
- 5.50.050 System of charges.**
- 5.50.060 Credit against utility charges.**
- 5.50.070 Billing and collection.**
- 5.50.080 Use of street utility funds.**
- 5.50.090 Use of other proceeds by street utility.**
- 5.50.100 Violations – Penalties – Lien – Enforcement.**
- 5.50.110 Severability.**
- 5.50.120 Expiration.**

5.50.010 Definitions.

For the purposes of this chapter, the following definitions apply:

“City” shall mean the city of Richland, Washington, a municipal corporation.

“Full-time equivalent” refers to the calculation made to determine the number of employees, both part and full-time, employed by a particular business. The sum of this calculation is stated in a manner that treats part-time employees, in the aggregate, as a whole or a fraction of a full-time employee. Thus, a business which employs one full-time employee and one half-time employee, employs the full-time equivalent of one and one-half employees.

“Permanent employee” refers to a person who is employed full or part-time in a regular, nonseasonal position, for a period of at least six months during a calendar year.

“Qualification as low income senior citizen or low income disabled citizen” refers to person who shows satisfactory proof that he or she:

A. Is 62 years of age or over; or

B. Is a citizen qualifying for special parking privileges under RCW 46.16.381(1)(a) through (f) or a blind citizen as defined in RCW 74.18.020(4), or developmentally disabled as defined in RCW 71A.10.020(2) or a mentally ill person as defined in RCW 71.05.020(1); and

C. Has a maximum annual income of not more than 125 percent of the poverty level established by the federal Office of Management and Budget; and

D. Is the sole occupant or the head of a household; and

E. Resides in a dwelling unit served directly by the city’s water utility; and

F. Is billed in his or her name by the city’s water utility.

All information presented in support of such application shall be verified by the applicant who shall provide such other data as deemed appropriate upon forms and in a manner determined by the finance director or designee.

“Utility” shall mean the city street utility, a utility authorized to own, maintain, operate and preserve all city streets and related facilities.

5.50.020 Creation of street – Utility – Authority.

There is hereby created and established a street utility, a separate enterprise and facility. The utility is authorized to own, construct, maintain, operate and preserve all city streets as now exist and as may be added to in the future by the addition of other existing or construction of new streets. In addition to its authority over streets, the utility is authorized to own, construct, maintain, operate and preserve street lighting, traffic control devices, sidewalks, curbs, gutters, parking facilities and drainage facilities.

5.50.030 Governing body and management of street utility.

The city council shall be the governing body of the street utility. Management of the utility shall be provided by the city manager or his or her designee.

5.50.040 Ownership of street facilities.

Title and all other incidents of ownership of the following assets are hereby vested in the utility: all properties, interest and physical and intangible rights of every nature, owned or held by the city, however acquired, insofar as they relate to:

- A. Streets and alleys;
- B. Street lighting;
- C. Traffic control devices;
- D. Sidewalks;
- E. Curbs;
- F. Gutters;
- G. Parking facilities; and
- H. Drainage facilities.

5.50.050 System of charges.

There is hereby imposed a system of ~~monthly~~ daily charges on businesses located within the boundaries of the city. The charges are necessary to assist in the funding of the construction, maintenance, operation and preservation of facilities under the jurisdiction of the street utility.

A. Businesses. Effective for utility bills generated on or after December 1, 2023, tThere shall be a ~~monthly~~ daily charge of \$~~0.0299~~0.91 per ~~month~~ day imposed on each business, measured according to the number of full-time equivalent permanent employees employed by that business, unless the business is exempt under subsection (B)(3) of this section.

B. Exempt Properties. The owners of the following properties are exempt from the charges imposed by this section:

1. Properties exempt from the property tax under RCW 84.36.010.
2. Properties exempt from the leasehold tax under Chapter 82.29A RCW.
3. Properties used for nonprofit or sectarian purposes, which if the property were owned by such organization would be exempt from the property tax under Chapter 84.36 RCW.

5.50.060 Credit against utility charges.

Any business required to pay a commuter or employer tax for transportation purposes under RCW 81.100.030 or 81.104.150 is granted a credit against the utility charges imposed by this chapter. The credit shall be for the full amount of the tax paid, but in no event for an amount more than the utility charge.

5.50.070 Billing and collection.

Street utility charges, as imposed by RMC 5.50.050, shall be computed on a ~~monthly~~ daily basis. The amount billed shall be included as a separate charge listed on the city utility bill. The city finance director, or his or her designee, is hereby authorized to administer the billing and collection

of street utility fees. In the event a property does not have utility service but is subject to charges imposed by this chapter, a new account shall be established and that property shall be billed separately for the street utility charges. The finance director is directed to compile a list of all businesses, as is necessary for determining utility charge liability under this chapter. The finance director is further directed to develop any rules and regulations which are consistent with this chapter and which are necessary for its proper administration.

5.50.080 Use of street utility funds.

The proceeds from the charges imposed by RMC 5.50.050 shall be used for transportation purposes only including but not limited to: operation and preservation of streets and other transportation improvements; new construction, reconstruction, and expansion of city streets and other transportation improvements; development and implementation of public transportation and high-capacity transit improvements and programs; and planning, design, and acquisition of right-of-way and sites from such purposes. Use of the proceeds from street utility charges shall be consistent with the requirements of RCW 82.80.070.

5.50.090 Use of other proceeds by street utility.

The street utility may finance the construction, operation, maintenance, and preservation of streets and related facilities through local improvement districts and utility local improvement districts, or with the proceeds of general obligation or revenue bonds, or any combination thereof. In addition, the utility, through appropriation by the city council, may use funds from general taxation, money received for the federal, state, or other local governments and other funds made available to it.

5.50.100 Violations – Penalties – Lien – Enforcement.

A. Civil. Any person who has violated any provision of this chapter shall have committed a civil infraction subject to a civil penalty as set forth in RMC 10.02.050(E).

Provided, if the same violator has been found to have committed an infraction violation for the same or similar conduct two separate times, with the violations occurring at the same location and involving the same or similar sections of the Richland Municipal Code or other similar codes, the third or subsequent violation shall constitute a misdemeanor, punishable as provided in RMC 1.30.010 for criminal offenses.

B. Lien. The charges imposed by RMC 5.50.050 are charges against the property and the use thereof. The charges become liens against the property which may be enforced in the same manner as sewerage liens are enforced under Chapter 35.67 RCW.

5.50.110 Severability.

If any portion of this chapter as now or hereafter amended, or its application to any person or circumstances, is held invalid or unconstitutional, such adjudication shall not affect the validity of the chapter as a whole, or any section, provision or part thereof not adjudged to be invalid or unconstitutional and its application to other persons or circumstances shall not be affected.

5.50.120 Expiration.

This chapter shall expire of its own volition upon the retirement of any bonds used to finance the street utility.

Section 2. Chapter 13.06 of the Richland Municipal Code, entitled Medical and Ambulance Service Utility, as first enacted by Ordinance No. 28-06, and last amended by Ordinance No. 2022-29, is hereby amended as follows:

**CHAPTER 13.06
MEDICAL AND AMBULANCE SERVICE UTILITY**

Article I. Regulations Applicable to All Ambulance Service

- 13.06.010 Utility continued.**
- 13.06.020 Definitions.**
- 13.06.030 Purpose.**
- 13.06.040 Utility authorization.**
- 13.06.050 Regulations.**
- 13.06.060 Business license and ambulance service permit – Required.**
- 13.06.070 Term of ambulance service permit.**
- 13.06.080 Annual ambulance permit fee.**
- 13.06.090 Conditions of ambulance service.**
- 13.06.100 License – Exhibition required.**

Article II. Emergency Medical Service (EMS) Program

- 13.06.200 Purpose.**
- 13.06.210 EMS program.**

Article III. Fees

- 13.06.300 Utility rate setting.**
- 13.06.310 Payment.**
- 13.06.320 Medical services fund.**
- 13.06.330 Billing for ambulance transports.**
- 13.06.340 Allocation of direct billing revenue.**
- 13.06.350 General fund contribution.**
- 13.06.360 Review by utility advisory committee.**

Article IV. Charges Established

- 13.06.400 Charges established.**
- 13.06.410 Compliance with Medicare and Medicaid requirements.**

Article I. Regulations Applicable to All Ambulance Service

13.06.010 Utility continued.

Consistent with the authority granted by state law, including RCW 35.21.766 and 35.27.370(15), as now existing or hereafter amended, the medical and ambulance public utility established by the city in 1976 as Chapter 2.60 RMC, subsequently amended to be Chapter 13.04 RMC, and as amended, is hereby reauthorized, ratified and continued as a public utility of the city to be known hereafter as the medical and ambulance service utility. The regulation of emergency medical and ambulance services is established as an exercise of the police power of the city of Richland to

protect and preserve the public health, safety and welfare. The emergency medical services program is accordingly amended, reauthorized, ratified and continued, and for purposes of this chapter, shall be referred to as the “EMS program.”

13.06.020 Definitions.

For purposes of this chapter, the following terms shall have the following meanings:

“Advanced life support” or “ALS” means invasive emergency medical services requiring advanced medical treatment skills as defined in WAC 388-546-0001.

“Ambulance” means a ground vehicle designed and used to transport the ill and injured and to provide personnel, facilities, and equipment to treat patients before and during transportation.

“Ambulance service” or “ambulance operator” means an agency, public or private, that operates one or more ambulances, responding to a 911 or aid call for service within the city, including advanced life support, basic life support and transport services.

“Availability costs” means those costs attributable to the basic infrastructure needed to respond to a single call for service within the utility’s response criteria, including costs for dispatch, labor, training of personnel, equipment, patient care supplies, and maintenance of equipment.

“Basic life support” or “BLS” means noninvasive emergency medical services requiring basic medical treatment skills as defined in WAC 388-546-0001.

“Demand costs” means those costs attributable to the burden placed on the ambulance service by individual calls for ambulance service, including costs related to frequency of calls, distances from hospitals, and other factors identified in a cost-of-service study conducted to assess burdens imposed on the utility.

“Emergency medical care” or “emergency medical service,” collectively “EMS,” means medical treatment and care that may be rendered at the scene of any medical emergency or while transporting any patient in an ambulance to an appropriate medical facility, including ALS and BLS.

“Emergency medical technician” or “EMT” means a person who is authorized by the Secretary of the Department of Health to render emergency medical care pursuant to RCW 18.73.081.

“Emergency prehospital care personnel” means personnel certified to provide emergency medical care under Chapters 18.71 and 18.73 RCW.

“EMS personnel” means any person who is acting on behalf of the Richland fire department and who has been certified as a paramedic or emergency medical technician.

“EMS program” means the provision of emergency medical services by the Richland fire and emergency services department.

“First responder” means a person who is authorized by the Secretary of the Department of Health to render emergency medical care pursuant to RCW 18.73.081.

“Occupant” means a person who is employed by a Richland business at a Richland business location or is a tenant of a Richland property or business.

“Operating an ambulance” means the use of an ambulance in any of the following manners:

A. An ambulance stationed within the city.

B. An ambulance dispatched from within or without the Richland city limits which repeatedly or customarily makes trips for hire to pick up the sick or injured from within the city.

“Paramedic” means a person who is authorized by the Secretary of the Department of Health to render emergency medical care pursuant to RCW 18.71.205.

“Patient” means an individual who is sick, injured, wounded, or otherwise incapacitated or helpless.

“Person” means any individual, firm, partnership, association, corporation, company, group of individuals acting together for a common purpose, or organization of any kind, including a government agency.

“Place of business” means a business located and operating within the city and paying a service fee under this chapter.

“Resident” means a person who utilizes a dwelling unit inside the city as a fixed abode, and is not a guest, visitor, or other temporary inhabitant. A student who is regularly enrolled in an educational institution outside the city but who would normally and regularly be a city resident but for attendance at such educational institution, shall be deemed to reside within the city.

“Response time” means the time from the ambulance service being notified by dispatch to arrival of the ambulance on scene.

“Secretary” means the Secretary of the Washington State Department of Social and Health Services.

“Service fee” means the service fee levied by the utility upon residents and occupants within the boundaries of the city.

“Southeast Communications” or “SECOMM” means the police/fire/EMS dispatch center located within the city of Richland.

“System” means the entire system of ambulance services provided by the utility or over which the utility has regulatory control by virtue of contract, franchise, or other service agreement or arrangement legally recognized by the city.

“Utility” means the city of Richland, Washington, emergency medical and ambulance service utility, including without limitation all equipment, employees, agents, supplies, overhead and other associated costs incurred to deliver all regulatory and ambulance services.

13.06.030 Purpose.

A. The purpose of the utility is to regulate users and providers of all ambulance services within the city, including:

1. The monitoring and enforcement of industry standards as set forth in applicable chapters of the Revised Code of Washington (and the Washington Administrative Code);
2. The establishment and management of protocols relating to emergency and nonemergency medical services originating in the city of Richland, inclusive of response and transport protocols;
3. Ensuring a planned, cooperative effort between medical and transport services to benefit citizens and patients in the city of Richland; and
4. The provision of 24-hour ALS service within the city.

B. Incidental to the regulation of EMS, the utility is to:

1. Collect the fees imposed to assist in paying for the regulatory scheme authorized by this chapter;
2. Assist in paying for the particular benefits conferred upon residents and other occupants within the city; and
3. Mitigate the burdens on the EMS system by the different users of the system.

13.06.040 Utility authorization.

The utility shall have the authority, by and through the city manager or his/her designee, to collect and spend fee revenue authorized in this chapter in amounts sufficient to regulate, operate, and maintain the utility.

13.06.050 Regulations.

The city manager, or his/her designee, is hereby authorized to promulgate any and all regulations necessary to implement the provisions of this chapter for all public and private ambulance providers. Each ambulance service shall comply with all applicable federal, state and local laws, rules, regulations, procedures, and protocols, including but not limited to those that are specific to ambulances, ambulance service, ambulance equipment, and ambulance personnel. These regulations are filed with the office of the Richland city clerk and are as may be amended from time to time.

13.06.060 Business license and ambulance service permit – Required.

A person may not conduct or operate an ambulance service within the corporate limits of the city without first obtaining from the city both a business license under Chapter 5.04 RMC and an ambulance service permit pursuant to this chapter. Applications for an ambulance service permit must be made in writing to the fire chief on forms specified by the department. The fire chief shall not issue an ambulance service permit unless the applicant has fulfilled all requirements of this chapter and any applicable provisions of state law relating to ambulance service personnel, equipment and operations, including but not limited to the provisions of Chapter 18.73 RCW and Chapter 246-976 WAC as now or hereafter amended.

13.06.070 Term of ambulance service permit.

Any ambulance service permit issued hereunder shall be for the calendar year, unless suspended or revoked pursuant to this chapter. Such ambulance service permit may be renewed for each

calendar year upon filing and approval of permit application in accordance with RMC 13.06.060 and payment of the annual permit fee required by RMC 13.06.080.

13.06.080 Annual ambulance permit fee.

At the time the ambulance service permit application and any subsequent permit renewal application is filed with the fire chief, the applicant shall pay a fee to the city to cover the cost of processing the application. The permit fee shall be \$25.00.

13.06.090 Conditions of ambulance service.

An initial application and any subsequent renewal application for an ambulance service permit shall be filed with the fire chief and shall be made on forms provided by the department and shall contain the following information and documents:

A. Name, address and telephone number of the applicant. The agency administrator's name and contact number(s) must be kept current. Any change(s) must be conveyed to the department within five working days.

B. Business name under which the ambulance service shall operate within the city.

C. The number of ambulances to be initially placed in service within the city.

D. The number of certified EMTs initially to be employed.

E. A roster of all ambulances to be used in the city with proof that each ambulance is currently licensed as an ambulance by the state of Washington.

F. A roster of all certified EMTs with proof that each EMT is currently certified by the state of Washington, including the certification level and expiration date.

G. Proof that ambulances and personnel are verified trauma providers as provided in Chapter 246-976 WAC as now or hereafter amended, as applicable.

H. A schedule of rates.

I. Proof of insurance.

Prior to the issuance of the ambulance service permit, the application and all necessary records and documents shall be reviewed and all equipment proposed for use shall be inspected by the fire chief, or his/her designee, who shall determine whether said records, documents, and equipment conform to the requirements of this chapter, and any rules or regulations referenced herein or issued hereunder. Upon approval of the application, the fire chief shall issue an ambulance service permit to the applicant.

13.06.100 License – Exhibition required.

For each ambulance provider permitted pursuant to the terms of this chapter, a business license or a reasonable facsimile thereof shall be prominently displayed at the place of business, and produced upon request.

Article II. Emergency Medical Service (EMS) Program

13.06.200 Purpose.

The purpose of this article is to benefit the public health and welfare by providing emergency medical and emergency transport services.

13.06.210 EMS program.

The city of Richland shall operate through the fire and emergency services department an EMS program to provide emergency medical and emergency transport services. It shall be one part of the utility.

Article III. Fees

13.06.300 Utility rate setting.

A. Fee Formula. A ~~daily~~ ~~monthly~~ service fee for the operation of the utility shall be established from time to time by ordinance of the city council in conformity with RCW 35.21.766. The amount of the fee shall be based upon cost of regulating ambulance services and the cost of providing the EMS program as determined by a cost-of-service study done pursuant to RCW 35.21.766(3). Those costs, after transport charges and the general fund contribution, shall be divided among Richland residents and other occupants based on a calculation of demand costs and availability costs, consistent with accepted principles of utility rate setting.

1. The rate attributable to availability costs of the utility shall be uniformly applied across all user classifications within the utility.
2. The rate attributable to demand costs shall be established and billed to each utility user classification based on each user classification's burden on the utility.

The fee charged by the utility shall reflect a combination of the rates attributable to both the availability cost and the demand cost. The resulting fees shall be assessed to identifiable use classifications. Fees shall not exceed the revenue requirements to cover the costs of the utility, as authorized by the city council by adoption of an annual budget and subsequent amendments.

B. Classifications. The ~~daily~~ ~~monthly~~ service fee shall be assessed on each of the following utility user classifications:

1. Family residential.
2. Multifamily residential.
3. Adult family homes.
4. Assisted living facilities.
5. Twenty-four-hour nursing facilities.
6. Group homes.
7. Physician's clinics.
8. Schools.

9. Commercial/business.

10. City public areas.

C. Collection of Fees. The fee shall be collected on a monthly basis in accordance with RMC 13.06.310 from each owner of a residential unit (for the family residential classification and the multifamily classifications to the extent that each unit is separately billed for utilities) and from each owner of a facility (for classifications other than family residential and separately billed multifamily residential units). The occupant of each unit within the above classifications, as applicable, shall be responsible for payment of this service fee for the availability and use of ambulance services. Multifamily residential units or other multi-unit properties that are billed for other utilities through a single utility connection shall be charged a service fee for each active or occupied unit. No service fee shall be charged with respect to any vacant building or unoccupied unit or parcel.

D. Service Fee Exemptions/Reductions.

1. Any change in the occupancy or use of a parcel, or any other change in circumstance that eliminates application of an exemption from the service fee, shall immediately make the affected property subject to the applicable service fee. The service fee shall become due and payable as of the date of the change in use and shall continue until the parcel again meets exemption requirements.

~~2. Monthly rates shall not be prorated. Initial and final charges may be prorated in accordance with the city's standard utility proration practices.~~

~~3~~2. Any customer seeking an exemption from payment of the service fee and/or conversion from covered to exempt status, must file a written petition with the finance director seeking a determination as to whether a specific parcel satisfies the exemption requirements set forth in this section.

~~4~~3. The combined rates charged shall reflect an exemption for persons who are Medicaid eligible and who reside in a nursing facility, boarding home, adult family home, or receive in-home services.

~~5~~4. The combined rates charged may reflect an exemption or reduction for designated classes consistent with Article VIII, Section 7 of the State Constitution, and the amounts of any such exemption or reduction shall be a general expense of the utility, and designated as an availability cost, to be spread uniformly across the utility user classifications.

E. Periodic Service Fee Review. The city manager or designee will periodically perform financial review and analysis of the utility's revenues, expenses, indebtedness, fees and accounting, and recommend budgets, fee adjustments and financial policy. Based on such review, the city manager or designee shall recommend changes, amendments or additions for adoption by the city council. The total revenue generated by the rates and charges shall not exceed the total costs necessary to regulate, operate, and maintain an ambulance utility.

13.06.310 Payment.

The service fee shall be collected in accordance with the utility fee collection procedures as provided for in Chapter 3.30 RMC, Utility Billing and Collection.

13.06.320 Medical services fund.

There is established and created a utility revenue fund to be known as the medical services fund to be held separate and apart from all other funds of the city. Any and all revenues received by the utility, including but not limited to all service fees and all other rates, fees and charges relating to the EMS program, shall be credited to the medical services fund, along with all appropriations from the general fund for the utility. All expenditures for the regulation, operation, and maintenance of the utility shall be paid out of the medical services fund. Money in the medical services fund shall not be transferred to the general fund or to any other fund of the city, except as payment for services rendered by the utility. Capital costs of the utility shall be paid only from a separately established account within the medical services fund and shall not be paid from the service fee.

13.06.330 Billing for ambulance transports.

A. Each person who is transported by the city's EMS program shall be billed by the city at a rate of \$1,042.00, provided the patient is a city resident or is employed at (and transported from) a place of business within the city and the patient:

1. Supplies the city with all requested information and documentation, including, but not limited to, insurance information and medical records relative to billing for the ambulance service; and
2. Assigns to the city the patient's right to receive payment from all applicable third-party payers.

B. A patient who is not a city resident and is not employed at and transported from a place of business within the city shall be subject to a 50 percent surcharge on such transport services.

C. A mileage rate of \$14.00 per mile will also be charged, regardless of resident or nonresident status.

D. Reciprocity. The ambulance service shall be provided within the city's ambulance response and mutual aid areas at no additional cost to any resident of the cities of Pasco and Kennewick who resides:

1. In a household that pays a charge similar to the utility charge; and
2. In a city that provides medical and ambulance services within its ambulance response and mutual aid areas to Richland residents at no additional cost.

E. The city shall have reciprocity with each of these cities unless they cease to have an ambulance utility or withdraw from the reciprocal agreement.

13.06.340 Allocation of direct billing revenue.

All revenue received from direct billing for transport shall be allocable to demand costs.

13.06.350 General fund contribution.

For the calendar year 2006, the general fund contribution shall be in the amount of \$550,000. The city shall annually appropriate from the general fund and transfer to the medical services fund an amount not less than 70 percent of the annual general fund revenue expended to regulate, operate and maintain the utility during the fiscal year that included May 6, 2004, and as previously appropriated.

13.06.360 Review by utility advisory committee.

Before any charge, rate or fee is added or modified, it shall be reviewed by the utility advisory committee. In connection with such review the committee shall solicit and consider public comment regarding the fee.

Article IV. Charges Established

13.06.400 Charges established.

The ~~daily~~ ~~monthly~~ ambulance utility fee shall be as follows effective ~~January 1, 2023~~ for utility bills generated on or after December 1, 2023:

User Classification	Rate
Residential	\$0.3288 10.00 per day month / \$120.00 per year – per unit
Multifamily Residences	\$0.3288 10.00 per day month / \$120.00 per year – per unit
Adult Family Homes*	\$0.3288 10.00 per day month / \$120.00 per year – per facility
Assisted Living Facilities*	\$0.3288 10.00 per day month / \$120.00 per year – per facility
24-Hour Nursing Facilities*	\$0.3288 10.00 per day month / \$120.00 per year – per facility
Group Homes*	\$0.3288 10.00 per day month / \$120.00 per year – per facility
Physicians Clinics*	\$0.3288 10.00 per day month / \$120.00 per year – per facility
Schools*	\$0.3288 10.00 per day month / \$120.00 per year – per facility
Commercial/Business	\$0.3288 10.00 per day month / \$120.00 per year – per unit
City Public Areas	\$0.3288 10.00 per day month / \$120.00 per year – per parcel or area

* The annual demand allocation is based upon the overall utilization percentage of each individual unit within the same classification.

13.06.410 Compliance with Medicare and Medicaid requirements.

As provided in RMC 13.06.300, the base rate established shall be adjusted for persons who are Medicaid eligible and who reside in a nursing facility, boarding home, adult family home, or receive in-home services. The method and amount of such adjustments are shown in Exhibit A attached to the ordinance codified in this chapter, which is hereby adopted and approved.

The service fees and other fees, rates and charges for the ambulance service authorized by this chapter shall be construed and implemented to be consistent with applicable Medicare and Medicaid requirements. If any method or procedure authorized by this chapter for the purposes of establishing, implementing, imposing or collection of charges for ambulance service is found or determined to be in conflict with Medicare or Medicaid requirements, the conflicting part of this chapter shall be inoperative to the extent of the conflict and such finding or determination shall not affect the operation of the remainder of this chapter.

Section 3. Chapter 14.24 of the Richland Municipal Code, entitled Rates and Charges, as first enacted by Ordinance No. 90, and last amended by Ordinance No. 2022-32, is hereby amended as follows:

CHAPTER 14.24 **ELECTRIC RATES AND CHARGES**

Sections:

- 14.24.020 Termination of contract by customer.**
- 14.24.030 Service charges – Temporary service.**
- 14.24.035 Service charges – Permanent or altered service.**
- 14.24.040 Trouble calls.**
- 14.24.050 Nonstandard service.**
- 14.24.060 Retail electrical rates.**
- 14.24.070 Character of certain special uses.**
- 14.24.100 Special rules if premises used for both residential and commercial purposes.**
- 14.24.120 Street lighting.**
- 14.24.130 Rental lighting.**
- 14.24.140 De minimis unmetered loads.**
- 14.24.150 School and municipal building rate.**
- 14.24.180 Athletic field floodlighting.**
- 14.24.190 Special charges and billing rules.**
- 14.24.200 *Repealed.***
- 14.24.210 Renewable energy system incentive.**
- 14.24.220 Net metering.**

14.24.020 Termination of contract by customer.

A customer who has fulfilled his contract terms and wishes to discontinue service must give at least three days' notice to that effect, unless his contract specifies otherwise. Notice to discontinue service prior to expiration of the contract term will not relieve the customer from any minimum or guaranteed payment required by the contract or rate.

14.24.030 Service charges – Temporary service.

Customers requiring temporary electrical service, at premises where electric utility facilities are available, shall pay to the department an amount equal to the estimated cost of all labor, equipment and all nonrecoverable materials required to install and remove the temporary service, less the estimated salvage value. In cases where temporary service can be provided from an existing power source using light duty service wire the charge shall not be less than the temporary service fee published in the city's user fees and charges schedule. Where electric utility facilities are not adequate or available to provide temporary electrical service, the department will extend service in accordance with the policies in Chapter 14.30 RMC.

The rate for electricity used from the temporary service shall be at the rate schedule applicable to the class of service. At the discretion of the chief electrical engineer, unmetered temporary services will be allowed when the service provides temporary construction power to a single-family dwelling lot and the term of the service is less than three months. In the event an unmetered temporary service extends beyond three months the customer shall pay an additional three-month temporary service fee for each three-month period beyond the initial three-month term.

14.24.035 Service charges – Permanent or altered service.

Customers requiring permanent electrical service rated at 600 volts or less, at premises where electric utility facilities are available at the property, shall pay to the department an amount equal to the estimated cost of all labor, equipment and materials, including metering, required to install the service. In cases where permanent services are of a capacity of 400 amps or less the charge shall not be less than the new service charges published in the city's user fees and charges schedule. The charge assumes the department shall install up to 100 feet of service wire, as measured on the premises. Any additional service wire over 100 feet shall be charged at the estimated cost of additional wire.

Customers requiring alteration of existing electric utility facilities, including but not limited to rewires, relocations, conversions or upgrades, shall pay the department an amount equal to the estimated cost of all labor, equipment and materials, including metering, required to alter the utility facilities serving such services.

Where electric utility facilities are not adequate or available to provide permanent service or accommodate the required customer service alterations the department will extend service in accordance with the policies of Chapter 14.30 RMC.

14.24.040 Trouble calls.

The customer shall notify the department immediately should service be unsatisfactory for any reason or should there be any defects, trouble or accidents affecting the supply of electricity.

The department will be responsible for promptly making repairs to damage occurring to city equipment, which impairs service to its customers or results in a hazardous condition. When a trouble call is made at a customer's request, and the trouble is due to the customer's acts, negligence, or to failure of his equipment or wiring, the minimum charge shall be actual cost, plus overhead costs. Billing costs shall be as determined by the chief electrical engineer.

14.24.050 Nonstandard service.

Customers shall pay the cost of any special installation necessary to meet particular requirements for service at other than standard voltages or for the supply of closer voltage regulation than required by standard practice.

When it is necessary to construct additional lines and install facilities for furnishing three-phase service or a nonstandard voltage or phase, the service will be provided in accordance with the policies of Chapter 14.30 RMC.

14.24.060 Retail electrical rates.

Rates for electricity are summarized by class of service as listed below. Rates are effective with the first bill received in June 2019 and apply to all usage during the billing period.

SCHEDULE 10: General Residential

- A. Availability: In all territory serviced by the city's electrical utility.
- B. Applicability: To domestic uses of electric energy by all residential customers not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Delivery Point: The following rates are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same customer at other points of consumption shall be separately metered and billed.
- E. Rates:
 - Daily Service Charge:
 - Single-phase service: \$0.69/day
 - Multiphase service: \$0.98/day
 - ~~Monthly~~ Energy Charge: \$0.0741/kWh
- F. For electrical service supplied to residential customers qualifying as low income senior or low income disabled citizens, the service charge shall be waived and the energy charge shall be discounted 15 percent of Schedule 10. Qualifications and other information regarding low income senior or low income disabled citizens can be found in Chapter 3.29 RMC (finance).

SCHEDULE 20: Small General Service

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter where anticipated monthly maximum demand does not exceed 50 kilowatts and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
 - Daily Service Charge:

Single-phase service:	\$0.86/day
Multiphase service:	\$1.16/day
Monthly Energy Charge:	\$0.0667/kWh
Monthly <u>Billing</u> Demand Charge:	No Charge

SCHEDULE 22: Medium General Service

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter, where anticipated monthly maximum demand is greater than 50 kilowatts, but less than or equal to 300 kilowatts, and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Daily Service Charge:	
Single-phase service:	\$1.38/day
Multiphase service:	\$1.66/day
Monthly Energy Charge:	\$0.0428/kWh
Monthly <u>Billing</u> Demand Charge:	\$5.17/kW

SCHEDULE 24: Large General Service

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter, where anticipated monthly maximum demand is greater than 300 kilowatts, but less than or equal to 1,000 kilowatts, and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Daily Service Charge:	
Multiphase service:	\$2.01/day
Monthly Energy Charge:	\$0.0428/kWh
Monthly <u>Billing</u> Demand Charge:	\$5.58/kW

SCHEDULE 30: Small Industrial

- A. Availability: In all territory served by the city's electric utility.

- B. Applicability: To all nonresidential uses supplied through a single meter where anticipated monthly maximum demand is greater than 1,000 kilowatts but less than or equal to 5,000 kilowatts and the load is not eligible under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
 - Daily Service Charge:
 - Multiphase service: \$8.34/day
 - ~~Monthly~~ Energy Charge: \$0.0428/kWh
 - ~~Monthly~~ Billing Demand Charge: \$5.92/kW

SCHEDULE 31: Large Industrial

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To all nonresidential uses supplied through a single meter where anticipated monthly maximum demand is greater than 5,000 kilowatts and the load is not eligible for service under other rate schedules.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
 - Daily Service Charge: \$8.34/day
 - ~~Monthly~~ Energy Charge: \$0.0423/kWh
 - ~~Monthly~~ Billing Demand Charge: \$5.52/kW

SCHEDULE 33: Economic Development Rate

- A. Terms and conditions of negotiated rate will be by contract.
- B. Will be based upon the benefits derived from the new load and/or employment opportunities that expand the local economy.
- C. Will utilize marginal costing concept.

SCHEDULE 40: Small Irrigation 0 – 60 Horsepower

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To uses of electrical power on a continuous basis for seasonal agricultural irrigation pumping or agricultural drainage pumping.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

~~Monthly~~ Energy Charge: \$0.0650/kWh

~~Monthly~~ Billing Demand Charge: No Charge

Annual Service Charge:

To be billed at beginning of irrigation season.

(1) \$194.10 single-phase service.

(2) \$258.80 multiphase service.

SCHEDULE 45: Large Irrigation Over 60 Horsepower

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To uses of electrical power on a continuous basis for seasonal agricultural irrigation pumping or agricultural drainage pumping.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

~~Monthly~~ Energy Charge: \$0.0428/kWh

~~Monthly~~ Billing Demand Charge: \$7.30/kW

Annual Service Charge:

To be billed at beginning of irrigation season.

\$0.57/horsepower all horsepower greater than 60, plus:

(1) \$194.10 single-phase service.

(2) \$258.80 multiphase service.

SCHEDULE 60: Traffic Lighting

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To municipally owned traffic-regulating signal systems on public streets and highways.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:

Daily Service Charge: \$0.69/day

~~Monthly~~ Energy Charge: \$0.0653/kWh

SCHEDULE 90: Cable Television Amplifier/Small Cell

- A. Availability: In all territory served by the city's electric utility.

- B. Applicability: To owners of cable television amplifiers or small cell installed on facilities owned by the city's electric utility.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates:
~~Monthly~~ Energy Charge: \$0.0667/kWh

SCHEDULE 100: New Large Single Load

- A. Availability: In all territory served by the city's electric utility.
- B. Applicability: To new large single load customers defined in Public Law 96-501 and as such constitute electrical loads greater than or equal to 10 average megawatts during any consecutive 12-month period and which cause the utility to incur wholesale power costs in excess of normal rates.
- C. Character of Service: Sixty hertz alternating current of such phase and voltage as the electric utility may have available.
- D. Rates: Terms and conditions of negotiated rate will be by contract.

14.24.070 Character of certain special uses.

Motors with individually rated capacities of more than seven and one-half horsepower must be served at commercial rates. Christmas or other temporary decorative residential lighting may be served at residential rates. Where additional facilities are required to serve decorative lighting, the distributor will charge the customer actual costs, including overhead costs, for the installation and removal of the facilities.

14.24.100 Special rules if premises used for both residential and commercial purposes.

The residential rate is not applicable to any space in a residential dwelling which is regularly used for commercial purposes or for other gainful activities. In such cases, if a separately metered circuit is provided at no cost to the city for the commercial portion of the dwelling, the appropriate commercial rate shall be applied to the power requirements. If a separately metered circuit is not provided, the entire power requirements of the premises must be billed under the commercial rate.

If the premises are used primarily as a private dwelling and space in the dwelling is only occasionally used for commercial purposes, the residential rate shall be applied to the entire power requirements.

14.24.120 Street lighting.

For all municipally owned lighting systems for public streets, publicly owned parking areas, and parks, service shall be provided pursuant to the applicable street lighting rates published in the city's user fees and charges schedule. Such service shall include maintenance of and replacement of lamps for overhead lighting systems of such areas. The provisions of this fee schedule shall not apply to rates for energy supplied under specific contracts negotiated for such purpose.

14.24.130 Rental lighting.

For municipally owned legacy rental lighting facilities consisting of overhead construction with mast arms and luminaires mounted on poles, service shall be provided at the request of property owners or long-term lessees of property pursuant to the applicable rental lighting rates published in the city's user fees and charges schedule. Lighting facilities supplied under this provision shall remain the property of the city and shall be supplied only pursuant to a contract with the customer, the term of which shall be a period of not less than three years. Current lighting practice is for new lighting to be owned and maintained by customer on customer property without city infrastructure or maintenance support.

14.24.140 De minimis unmetered loads.

For loads determined by the chief electrical engineer to be of a de minimis nature, service shall, with the authorization of the director, be provided pursuant to the applicable de minimis unmetered loads rate published in the city's user fees and charges schedule.

14.24.150 School and municipal building rate.

There are no rate discounts for electricity supplied at schools or municipal buildings.

14.24.180 Athletic field floodlighting.

For athletic field lighting, an investment charge may be made based upon the city's investment in furnishing and installing the equipment devoted to supplying the athletic field lighting service. Energy will be billed in accordance with the appropriate rate schedule and each installation will be considered a separate customer for billing purposes. Customers' bills rendered in accordance with this provision shall be subject to any surcharge and amortization charge applied by the director.

14.24.190 Special charges and billing rules.

Charges for energy supplied under the provisions of RMC 14.24.180 shall be computed as follows:

A. Energy. When the energy supplied is metered, the meter shall be installed in or connected to the lighting circuit and the billing shall include the energy delivered to and consumed in all circuits and equipment used exclusively for lighting purposes. When the energy supplied is not metered, the ~~monthly~~ energy charge shall be computed from the lamp wattage plus five percent for losses, multiplied by the number of hours of use, multiplied by the applicable energy rate as determined by the chief electrical engineer.

B. Capital Investment Computation. The department's capital investment costs, used as a basis for computing charges, shall consist of the cost of all labor, material and equipment, plus appropriate overhead costs, used to construct the lighting system.

C. Annual Operation and Maintenance Computation. The department's annual operation and maintenance costs, used as a basis for computing charges, shall be eight percent of the capital investment cost and shall provide for all routine maintenance, including lamp replacement, performed on the lighting system.

D. Computation of Charges. Computation of monthly charges shall be one percent of the capital investment cost plus one-twelfth of the annual operation and maintenance cost plus the charge for energy consumed by the lighting system.

14.24.200 Investment cost recovery incentive.

Repealed by Ord. 13-19.

14.24.210 Renewable energy system incentive.

The department may offer a renewable energy system incentive program that shall be governed by RCW 82.16.160, 82.16.165, 82.16.170 and 82.16.175 and Chapter 504-49 WAC as written or hereafter amended.

Customers participating in the renewable energy system incentive program with systems approved and installed after November 1, 2018, shall be assessed a program and production meter fee as listed in the city fee schedule.

14.24.220 Net metering.

A net metering customer shall be billed according to the applicable retail electric rate in RMC 14.24.060. Each net metering customer shall be charged the daily service charge and the energy charge for all energy delivered to the customer from the utility for the applicable billing period. Each net metering customer shall be credited the energy charge for all real energy received by the utility from the net metering system. This shall occur until the earlier of June 30, 2029, or the first date the electric utility's cumulative generating capacity of net metering systems equals four percent of the utility's 1996 peak demand as specified in Chapter 80.60 RCW, at which time the customer shall be credited the avoided cost of energy per kWh. The electric utility's 1996 peak demand was 204,768 kilowatts.

Any received real energy (kWh) accumulated from the customer as of March 31st each calendar year shall be granted to the utility without any compensation to the customer-generator.

Each net metering customer shall be assessed a net metering application fee as listed in the city fee schedule.

Section 4. Chapter 15.03 of the Richland Municipal Code, entitled Collection Services, as first enacted by Ordinance No. 38-21, is hereby amended as follows:

**CHAPTER 15.03
COLLECTION SERVICES**

Sections:

15.03.010 Collection service.

15.03.020 Container use.

15.03.030 Container requirements.

15.03.040 Sanitation service – Billings, delinquencies, penalties and liens.

15.03.050 Service description – Residential.

15.03.060 Service charges – Residential.

15.03.070 Service description – Commercial.

15.03.080 Service charges – Commercial.

15.03.090 Service description – Roll-off container service.

15.03.100 Services charges – Roll-off container service.

15.03.010 Collection service.

It is unlawful for anyone except the city to collect solid waste within the city for compensation without the approval of the city.

15.03.020 Container use.

A. Refuse containers for residential and commercial use shall be furnished by the city. The city retains ownership of all containers.

B. No person shall place any garbage, rubbish, refuse or recycling materials in any city-owned container other than in the container which was assigned by the city to such person and as directed by the city.

C. No person other than a city-approved, authorized collector or city employee charged with that responsibility shall tamper with or remove any solid waste or recyclables from a city-owned container other than the owner or occupant of the property served by such container.

D. The gray household waste container shall only contain garbage, refuse, rubbish and trash as defined herein.

E. Hot ashes, clinkers and lithium-ion batteries shall not be placed in containers for disposal.

F. All garbage shall be drained of liquids before being placed in the container and secured in such manner as to prevent, to the extent possible, moisture gathering in refuse containers. The city may decline to collect undrained garbage which is in a liquid state, unwrapped, or improperly placed.

G. Refuse containing hypodermic needles or other sharp objects should be disposed of in proper disposal containers, or at a minimum, a solid-wall container such as a plastic beverage or milk container.

H. Dead animals shall not be placed in any city-owned container unless approved by the city. Any animal or any part of an animal from slaughterhouses or similar places, regardless of size, shall be regarded as industrial refuse and shall not be collected by the city. All persons seeking to remove or dispose of any dead animal may do so at the Horn Rapids Landfill at a rate described in RMC 15.04.020.

I. The green yard waste containers shall only contain vegetation material such as grass clippings and plant trimmings including woody material equal or less than four inches in diameter. Refuse, dirt, construction and demolition debris, packaging or bags, tree branches of more than four inches in diameter, or rubble is not allowed in the yard waste containers. Failure to use this container as described is a violation subject to the provisions of RMC 15.05.010.

J. The blue recycling container shall only contain cardboard, plastic, newspaper, aluminum and tin. No glass is allowed in the recycling containers. Contamination of the recycle container with glass or other materials is a violation subject to the provisions of RMC 15.05.010.

K. No residential refuse container set out for removal by city personnel shall weigh more than the maximum container-rated weight as specified by the director or 40 pounds per unit of extra refuse.

L. All persons setting out refuse for collection shall take adequate precautions to prevent the escape thereof. Materials susceptible to escaping shall be bagged.

M. No person shall place household or commercial dangerous or hazardous waste in any city-owned containers.

15.03.030 Container requirements.

A. It is the duty of every person in possession, charge or control of any structure or dwelling within the city where waste is created or accumulated at all times to use city-owned containers or other containers as approved by the city, in accordance with this chapter, and to deposit or cause to be deposited refuse therein.

B. Refuse containers shall be kept in a sanitary condition with the outside thereof clean and free from grease and decomposing material. Lids shall be kept on containers except while refuse is being put in or removed from such containers. When any person puts refuse in or removes refuse from a refuse container, the lid shall be placed in the closed position.

C. Location. No container shall be kept or stored within the confines of any street or public alley in the city, except as otherwise allowed by the city. Containers placed on private property which have been approved for pickup by the city shall be placed in a preapproved, readily accessible location.

D. Curbside. By 6:00 a.m. on the day of collection, containers to be picked up curbside shall be placed in a location accessible by the traveled roadway and positioned with the lid opening toward the collection vehicle when the container is dumped. Containers and any extra refuse shall maintain a minimum of three feet from all obstructions, including other containers. Any container placed out for curbside pickup shall be removed from public right-of-way by the person in possession, charge or control of said container within 24 hours after collection unless otherwise allowed by the city. Residents located in cul-de-sacs, courts, or set back from the main travel way of a city street shall locate their containers at a location adjacent to the main traveled way established by the director for safe and efficient pickup.

E. No enclosure or other structure may be placed around any city-owned container in its accessible location for pickup without the review and approval of the city.

F. Special Containers. Suitable containers, such as compactor units and drop boxes, may, with the permission of the city, be used by establishments which dispose of refuse in such quantity that containers, as defined in this title, would be impractical or inefficient. These containers shall be kept in good condition with close-fitting lids and watertight construction. The city, after proper notification to the person in possession, charge or control of said container, may require the replacement or repair of any container which deteriorates to an unsatisfactory condition. Disposal of refuse from these containers shall be as authorized by the city.

G. Prohibited Materials. The rules and regulations authorized by this title shall identify the materials that can and cannot be placed in any city-owned container. The city may decline to pick up any container which has unauthorized materials placed in it.

H. Container Damage and Replacement. If any container owned by the city is damaged or lost through the abuse or neglect of any person in possession, charge or control of said container, the person in possession, charge or control of said container shall be held responsible for the cost of repair or replacement of the container.

15.03.040 Sanitation service – Billings, delinquencies, penalties and liens.

The sanitation service charges shall be billed on the basis of the rates established herein, and delinquencies and penalties charged, and liens placed as provided for in RMC 3.30.040 – Delinquency and utility collection charges.

A. A residence shall be considered occupied until the owner or owner's authorized agent notifies the city's utility billing department that the unit is vacant. Vacancy status starts the date the owner or authorized agent gives proper notice, or at a future date specified by the owner or authorized agent. A residence is considered occupied until it no longer contains personal property. Upon notification to the city, the account can be placed in abeyance for a fee of \$40.00, which will suspend the ~~monthly~~ daily refuse charge until the utility billing departments receives notice of occupancy.

B. All multifamily housing units will have commercial containers appropriately sized for the refuse demand placed at the housing complexes. Refuse services will be billed to the landlord/owner account. If shared container service is not practical, the landlord/owner account will be charged the individual service rate per this code and individual residential containers will be provided.

C. Any customer who believes that an assessed sanitation charge, billing or notice of delinquency is out of compliance with this chapter may appeal such charges, billing or notice of delinquency pursuant to the appeal process defined in Chapter 5.55 RMC related to appeal procedures.

15.03.050 Service description – Residential.

A. All residential account holders will receive basic service consisting of one gray container for household waste and one green container for yard waste. Additional containers may be provided upon request. All containers shall be placed at the curb by 6:00 a.m. on the customer's assigned collection day and will be picked up weekly, except that recycling containers will be collected every other week. Collection service may be suspended when street conditions make it impracticable to safely access containers. Yard waste container service may be suspended during extended freezing periods.

B. A residence may be considered exempt from having a yard waste container and fee if all landscape space is commonly owned, such as is found at condominiums with a homeowners' association. Residences meeting this criterion will only be billed the refuse – no yard waste fee once they have contacted the director and the exemption has been verified.

C. Extra curbside garbage service is available. Extra waste shall be placed at the curb by 6:00 a.m. on the customer's normal collection day. Extra curbside garbage bags placed out for collection shall not exceed 32-gallon capacity, and shall be of sufficient strength to hold refuse not exceeding 40 pounds and withstand ripping or tearing when lifted by the top of the bag. Boxes placed out for collection shall not weigh more than 40 pounds, and shall be of a size that can be safely and reasonably handled by one person so that they can be placed by the refuse collector in the container for dumping at an additional charge.

D. Recycling collection service will be available to all Richland residential customers upon request. If requested, a blue recycling container will be delivered to the customer, and recycling will be collected on an every-other-week basis on a designated collection day.

E. A request for container replacement or an additional gray, green or blue container is subject to a container delivery fee per the city's fee schedule and a ~~monthly~~ daily service charge as specified in this chapter.

15.03.060 Service charges – Residential.

A. The sanitation service charge for residential collection and removal of normal accumulations of refuse placed in city-provided residential container(s) for disposal shall be as according to the table below. This does not include the removal of refuse resulting from major renovations or new construction, nor does it include earth, rocks, sod, dead animals, animal wastes, or household hazardous wastes.

~~Monthly~~ Daily Sanitation Service Charge for Residential Service

All residential customers shall be charged the following ~~monthly~~ daily service rates effective for utility bills generated on or after December 1, 2023, with the billings in the month indicated:

	Monthly <u>Daily</u> Rate	Residential Call Back
Basic Refuse Service	\$0.5753 <u>\$0.5753</u> 17.50	\$12.00
Refuse – No Yard Waste	\$0.5474 <u>\$0.5474</u> 16.65	\$12.00
Recycling – Optional Additional Fee	\$0.2532 <u>\$0.2532</u> 7.70	\$12.00
Additional Refuse Container Fee	\$0.2679 <u>\$0.2679</u> 8.15	N/A
Additional Yard Waste or Recycling Container	\$0.0657 <u>\$0.0657</u> 2.00	N/A

B. Extra curbside garbage placed out for collection shall generate a charge of \$3.00 for each additional garbage can load.

C. When residential collection services by private corporations are authorized by contract, the service provider shall collect from each residential account a Richland landfill self-haul surcharge in the amount of \$0.80 per month. The surcharge is equivalent to the component of the residential collection rate listed in this section that subsidizes reduced disposal fees at the Richland landfill for Richland residents. The Richland landfill self-haul surcharge shall be collected by the contract service provider and be paid to the city on or before the twenty-fifth day of each month.

D. There shall be a 60 percent discount applied to rates specified in this section for solid waste collection services provided to residential customers qualifying as low-income senior citizens or low-income disabled citizens. Additional rate information regarding low-income senior citizens and low-income disabled citizens can be found in Chapter 3.29 RMC.

E. Residential requests for call back or returns by solid waste personnel to empty containers which were obstructed; were not at curbside and in street by 6:00 a.m.; were packed in such a way that refuse would not exit the container when tipped; or to pick up additional refuse will be charged a call-back fee.

F. Commingled residential recycling is an optional service at the rates described in the table found in this section. The recycling container is serviced every other week and allows for a mix of recyclable materials which include cardboard, plastic, newspaper, aluminum and tin. No glass is allowed in the recycling containers. Failure to use this container as described will result in an additional refuse container fee added to the utility bill.

15.03.070 Service description – Commercial.

Commercial customers are provided containers and are serviced based on commercial classification. The director may make special arrangements with owners or operators of public food establishments, multifamily residences, and commercial establishments permitting the use of containers of greater capacity than 100 gallons. Container size and/or location may be changed to accommodate space limitations as determined by the director. In these situations, customers will be charged based on the container size and frequency of pickup. Shared refuse services will be billed to the property owner or similar shared user billing account. Businesses in the Uptown and Parkway shopping centers are classified into one of the options listed in the table below.

Business Classifications – Uptown and Parkway Shopping Centers

Classification	Service Type
Office/Service	100 gallon
Small Retail	1 yard
Medium Retail	2 yard – twice a week
Large Retail	6 yard
Small Restaurant	2 yard
Medium Restaurant	2 yard – twice a week
Large Restaurant	8 yard

15.03.080 Service charges – Commercial.

A. The sanitation service charge for commercial service shall be according to the table below. In the Uptown and Parkway shopping centers, the commercial refuse charge will be billed according to the table below based on the classification of business occupying the parcel/rental space. The owner of record per the Benton County auditor's office will be billed when multiple tenants occupy one parcel. On parcels with one tenant, refuse will be billed to the active utility account for that tenant. When these parcels are vacant, the utility charges will revert to the owner/landlord account. Suspension of service and fee abeyance is not allowed when a building is vacant. Review and adjustment of charges will be available annually to keep the customer accounts current with the classification of business.

Commercial Collection Rates

Container Size	Collection Frequency Per Week					Unscheduled/Additional Pickup
	1X	2X	3X	4X	5X	
100-gallon	\$19.60	\$39.20	\$58.85	\$78.45	\$98.05	\$18.85

Container Size	Collection Frequency Per Week					Unscheduled/Additional Pickup
	1X	2X	3X	4X	5X	
1 yard — 300 gallon	\$54.10	\$108.10	\$162.15	\$216.05	\$270.15	\$50.90
2 yard	\$82.80	\$165.65	\$248.45	\$331.25	\$414.05	\$50.90
4 yard	\$145.00	\$290.00	\$435.00	\$579.90	\$724.90	\$48.10
5 yard	\$168.80	\$337.70	\$506.60	\$675.40	\$844.25	\$58.30
6 yard	\$192.75	\$385.50	\$578.15	\$770.85	\$963.55	\$68.35
8 yard	\$221.75	\$443.50	\$665.25	\$887.00	\$1,108.75	\$88.40

<u>Container Size</u>	<u>Daily Rate for Each Collection Day per Week</u>	<u>Unscheduled/Additional Pickup</u>
<u>100 gallon</u>	<u>\$ 0.6444</u>	<u>\$18.85</u>
<u>1 yard – 300 gallon</u>	<u>\$ 1.7786</u>	<u>\$50.90</u>
<u>2 yard</u>	<u>\$ 2.7222</u>	<u>\$50.90</u>
<u>4 yard</u>	<u>\$ 4.7671</u>	<u>\$48.10</u>
<u>5 yard</u>	<u>\$ 5.5496</u>	<u>\$58.30</u>
<u>6 yard</u>	<u>\$ 6.3370</u>	<u>\$68.35</u>
<u>8 yard</u>	<u>\$ 7.2904</u>	<u>\$88.40</u>

B. Commercial customers who prohibit access for scheduled container pickup shall be charged a call-back fee of \$26.00 per occurrence. Examples of prohibited access include, but are not limited to, locked or blocked container enclosures.

C. Commercial customers who overload the provided refuse container will be charged a \$15.00 per yard charge for the extra refuse, as estimated by the collections staff. Repeated incidents will subject the customer's account to a review of their service by the director. The fee to change the container size is \$50.00.

D. Commingled commercial recycling is an optional service at the rates described in the table below. The recycling container is serviced every other week and allows for a mix of recyclable materials in one 96- or 300-gallon container. The allowed recyclables include cardboard, plastic, newspaper, aluminum and tin. No glass is allowed in the recycling containers. Failure to use this container as described will result in an additional refuse container fee added to the utility bill. Requests for service to pick up material not available on the scheduled date are subject to a call-back fee.

Commercial Recycling Rates

Container Size	Monthly <u>Daily</u> Charge for EOW* Service
96 Gallon	\$0.2532 <u>7.70</u>
300 Gallon	\$0.7792 <u>23.70</u>
96 and 300 Gallon – Call Back	\$12.00

*EOW = Every Other Week (frequency container is picked up).

E. Cardboard-only commercial recycling is also an optional service at the rates described in table below. These containers are serviced every week and allow cardboard only. Failure to use this container as described will result in an additional refuse container fee added to the utility bill. Unscheduled, additional pick-ups beyond the weekly service are subject to the fees described in the same table.

Commercial Cardboard-Only Recycling

	Collection Frequency Per Week – <u>Daily Rates</u>		Call Back	Unscheduled/Additional Pickup
	1X	2X		
Commercial cardboard recycling	\$1.7030 <u>51.80</u>	\$3.4027 <u>103.50</u>	\$26.00	\$50.90

15.03.090 Service description – Roll-off container service.

There is established a voluntary system for provision of larger “roll-off” container services as requested by customers of the city of Richland solid waste utility.

15.03.100 Service charges – Roll-off container service.

Roll-off container services will be considered temporary for the first two months of service and charged per day rent charges accordingly. After two consecutive months of service, users will be considered permanent. Disposal fees are subject to a one-ton minimum. Roll-off containers not picked up at least monthly will be charged a minimum monthly fee of \$348.00. Charges for city of Richland roll-off service are outlined in the table below:

Roll-Off Service Rates

Container Type/Descriptor	Hauling Fee	Disposal Charge per Ton	Per Day Rent Charge	Delivery Charge
Drop Box – Temporary	\$150.00	\$48.00	\$5.00	\$45.00
Drop Box – Permanent	\$150.00	\$48.00	N/A	\$45.00

All roll-off containers that are overloaded, blocked or not ready to haul when the scheduled service arrives will be charged \$45.00 call-back fee for the additional service attempt.

Section 5. Chapter 16.08 of the Richland Municipal Code, entitled Rates and Charges, as first enacted by Ordinance No. 05-98, and last amended by Ordinance No. 2022-29, is hereby amended as follows:

CHAPTER 16.08 **STORMWATER RATES AND CHARGES**

Sections:

16.08.010 System of charges.

16.08.030 Billing and collection.

16.08.035 Special residential rates – Low income senior citizens and low income disabled citizens.

16.08.040 Use of stormwater utility funds.

16.08.050 Use of other proceeds by stormwater utility.

16.08.060 Latecomer agreements.

16.08.010 System of charges.

A. There is hereby imposed a system of ~~monthly~~ daily charges on residential and commercial properties located within the boundaries of the city. The ~~monthly~~ daily charge includes applicable taxes and is based on an equivalent residential unit or ERU. One ERU is equal to 3,000 square feet of impervious area. All residential properties are deemed to contain one ERU. Townhouses, condominiums, duplexes, tri-plexes and four-plexes are subject to the residential charge for each living unit.

B. Commercial properties containing more than 1,000 square feet of impervious area shall be subject to a minimum charge of one ERU. Commercial properties containing more than 3,000 square feet of impervious area shall be subject to a charge equal to the following formula:

C. ~~Monthly~~ Daily Commercial Stormwater Charge = (Property Impervious Area/3,000) * ERU Charge (effective for utility bills generated on or after December 1, 2023):

RATE

Equivalent Residential Unit (ERU) ~~\$0.1266~~ 3.85

D. Exempt Properties. The owners of the following properties are exempt from the charges imposed by this section:

1. All property defined “floodplain” by the FEMA Flood Insurance Rate Map within the Yakima River floodplain zone.
2. All vacant property.
3. All city streets, state highways, and railroads.
4. Airport runways, taxiways, hangars, and other buildings used primarily by airplanes.

5. Public streets owned by the Port of Benton.

16.08.030 Billing and collection.

Stormwater utility charges, as imposed by RMC 16.08.010, shall be computed on a ~~monthly~~ daily basis and shall be included as a separate charge listed on the city utility bill. Stormwater charges will be billed as follows:

- A. To the active utility customer on commercial or residential rented or leased property, excluding apartments; or
- B. To the owner when owner occupies a commercial or residential property; or
- C. To the owner where stormwater is billed on an annual basis; or
- D. To the owner when no other utility services are provided at a specific location or property; or
- E. For apartments, to the active utility account for the property manager or the property owner.

Commercial stormwater charges not included in a monthly city utility bill and that are less than \$40.00 per month will be billed on an annual basis.

The stormwater charge for the city-owned parking lots serving the Uptown Shopping Center and the parkway district shall be the obligation of the property owners located in those areas. The stormwater charges associated with these parking lots shall be divided amongst the property owners according to the proportion of each owner's square footage to the total privately owned square footage in the area.

The finance director, or his or her designee, is hereby authorized to administer the billing and collection of stormwater utility fees. In the event a property does not have utility service but is subject to charges imposed by this chapter, a new account shall be established and that property shall be billed separately for the stormwater utility charges. The finance director is directed to compile a list of all residential property owners or occupiers, commercial property owners and vacant land owners, as is necessary for determining utility charge liability under this chapter. The finance director is further directed to develop any rules and regulations which are consistent with this chapter and which are necessary for its administration. Collection and enforcement shall be as provided in the statutes of the state of Washington, Chapter 35.67 RCW et seq. as they currently exist or may hereafter be modified and construed.

16.08.035 Special residential rates – Low income senior citizens and low income disabled citizens.

There shall be a 33 percent discount applied to rates specified in RMC 16.08.010 for stormwater charges to residential customers qualifying as low income senior citizens or low income disabled citizens.

16.08.040 Use of stormwater utility funds.

The proceeds from the charges imposed by RMC 16.08.010 shall be used for stormwater conveyance system operation and maintenance, street sweeping, regulatory compliance, and planning, designing, and constructing drainage system improvements.

16.08.050 Use of other proceeds by stormwater utility.

The stormwater utility may finance the construction, operation, maintenance, and preservation of stormwater infrastructure and related facilities through local improvement districts and utility local improvement district, or with the proceeds of revenue bonds, or any combination thereof. In addition, the utility, through appropriation by the city council, may use funds from general taxation, money received from the federal, state, or other local governments and other funds made available to it.

16.08.060 Latecomer agreements.

Any developer using private funds to construct utility system improvements in the city or within the city's utility service area may request to enter into a latecomer agreement with the city in order to recover a pro rata share of the costs of construction from other property owners that will later derive a benefit from the utility system improvements made by the developer. The procedure for entering into such an agreement is administered by the city and provided in Chapter 3.10 RMC.

Section 6. Chapter 17.56 of the Richland Municipal Code, entitled Rates and Charges, as first enacted by Ordinance No. 77, and last amended by Ordinance No. 2022-10, is hereby amended as follows:

CHAPTER 17.56 SEWER RATES AND CHARGES

Sections:

17.56.010 Schedule I – Residences and multifamily residences.

17.56.020 Schedule II – Commercial, etc.

17.56.025 Economic development rate.

17.56.028 Special residential rates – Low income senior citizens and low income disabled citizens.

17.56.030 Applicability.

17.56.040 Sewer facilities assessment.

17.56.050 Latecomer agreements.

17.56.060 Imposition of adjusted facilities assessment.

17.56.010 Schedule I – Residences and multifamily residences.

A. Billings shall be monthly, to the building owner and/or the tenant on the basis of one month in arrears and include applicable taxes.

B. Residences and condominiums will be billed the ~~monthly~~ daily residential charge.

C. The city may furnish sewer to customers at locations outside the corporate limits of the city. The ~~monthly~~ daily rates for sewer furnished to out-of-city customers shall be the rates set forth in this title for the applicable class of service plus 50 percent of such rates.

D. Residences with less than three living units shall be billed the ~~monthly~~ daily residential charge per ~~month~~ day per living unit. These ~~monthly~~ daily charges are due whether the living unit is occupied or not. Multifamily residences will be billed a per unit charge for each living unit, whether occupied or not, plus consumption charges based on water usage. Sewer charges will be billed on the owner's/manager's monthly bill along with the associated water charges.

For multifamily facilities served by a water meter for each unit, sewer will be billed at the residential charge to each unit regardless of whether the living unit is occupied.

E. Rates shall be charged according to the following table ([effective for all utility bills generated on or after December 1, 2023](#)):

	Rate
Monthly <u>Daily</u> residential charge:	\$0.8416 <u>25.60</u>
Monthly <u>Daily</u> multifamily per unit charge:	\$0.4077 <u>12.40</u>
Monthly <u>m</u> ultifamily consumption charge:	\$2.15

17.56.020 Schedule II – Commercial, etc.

A. All commercial customers, including recreational vehicle parks, mixed-use and other customers not specifically included in Schedule I, shall be included in this schedule, except for industries which discharge chemical waste, food processing waste, other unusual waste, or unusual amounts of water. Industries discharging such wastes, if their waste is accepted for treatment by the city, shall be subject to individually negotiated contracts. Water usage will be used as the basis for computing ~~monthly~~ daily sewer charge. Sewer charges will be billed on the customer's monthly bill along with the associated water charges.

B. Billing shall be monthly to the owner or the tenant of the commercial establishment on the basis of one month in arrears and include applicable taxes. For the purposes of this section, "billing month" means the month which includes the last day of the period of water consumption for which the customer will be billed.

C. Rates shall be charged according to the following table ([effective for all utility bills generated on or after December 1, 2023](#)):

	Rate
Minimum monthly <u>daily</u> charge:	\$2.0219 <u>61.50</u>
Additional charge – per 100 cubic feet:	\$2.15

D. Users billed under this schedule who use large volumes of water that is not returned to the sewer shall have the option of installing a separate water meter for the irrigation system or installing an effluent meter in a control manhole as specified in RMC 17.44.010. Separate water meters or effluent meters shall be installed at the owner's expense and in compliance with city standards. All meters shall be dedicated to the city for operation and maintenance.

17.56.025 Economic development rate.

A. Terms and conditions of negotiated rate will be by contract.

B. Will be based upon the benefits derived from the new load and/or employment opportunities that expand the local economy.

C. Will utilize marginal costing concept.

17.56.028 Special residential rates – Low income senior citizens and low income disabled citizens.

There shall be a 60 percent discount applied to rates specified in RMC 17.56.010(E) for sewer service supplied to residential customers qualifying as low income senior citizens or low income disabled citizens.

17.56.030 Applicability.

The ~~monthly~~ daily sewer service charge shall be charged to all residences and commercial establishments within the city having a sewer on the premises or within 300 feet of the property line, regardless of whether connection to the sewer system has been made.

17.56.040 Sewer facilities assessment.

Sewer treatment, lift station, interceptor facilities and frontage charges shall be assessed and collected as a condition precedent to providing sewer service connections by the city of Richland according to the following table:

Size of Water Meter	Facilities Assessment	Frontage Charge
3/4"	\$2,995	\$30/ft.
1"	\$2,995	\$30/ft.
1 1/2"	\$9,973	\$30/ft.
2"	\$15,963	\$30/ft.
3"	\$29,950	\$30/ft.
4"	By Contract	\$30/ft.
6"	By Contract	By Contract

Duplexes, tri-plexes and four-plexes shall be assessed facility assessments for each residential unit regardless of the number of water meters installed.

The frontage fee shall apply to all connections to the public sewer system except:

A. When the existing main crosses the entire property frontage and was installed by the property owner or developer of the property; or

B. When the existing main crosses the entire property frontage and was included in an approved latecomer agreement pursuant to the Municipal Water and Sewer Facilities Act (Chapter 35.91 RCW).

For a corner lot, the frontage fee shall be calculated on the longest side of the lot.

The sewer facilities assessment may be waived by the Richland city council when providing a sewer service connection, or connections, to previously existing residences where the cost of providing a sewer service connection, or connections, is paid in whole or in part by a state or federal grant in aid of community rehabilitation, or to newly constructed residences where the cost of providing a sewer service connection, or connections, is paid in whole or in part by a state or federal grant to provide housing for low income families or handicapped persons and may likewise be waived by the Richland city council when providing a sewer service connection or connections for new publicly funded facilities built for public use.

The charges set forth in this section assume normal chemical composition and biochemical oxygen demand based on residential sewage. The public works director may negotiate facilities assessment charges for waste with significantly different characteristics.

17.56.050 Latecomer agreements.

Any developer using private funds to construct utility system improvements in the city or within the city's utility service area may request to enter into a latecomer agreement with the city in order to recover a pro rata share of the costs of construction from other property owners that will later derive a benefit from the utility system improvements made by the developer. The procedure for entering into such an agreement is administered by the city and provided in Chapter 3.10 RMC.

17.56.060 Imposition of adjusted facilities assessment.

All existing customers, notwithstanding their exemption from the imposition of a facilities assessment by virtue of having received a side sewer connection prior to the effective date of the ordinance codified in RMC 17.56.040 and this section shall be required to pay an adjusted facilities assessment where an increased capacity sewer service connection permit is requested after March 15, 1994; provided, however, that in no event shall such an assessment be made where a side sewer inspection has been made prior to the effective date of the ordinance codified in RMC 17.56.040 and this section. The amount to be assessed in such instances shall be the difference between the facilities charge that would have been required for the earlier installed service and that charge imposed upon the size water service installed.

A customer having paid an initial sewer facilities assessment shall also be required to pay an adjusted facilities assessment where an increased capacity sewer service connection permit is obtained after the effective date of the ordinance codified in RMC 17.56.040 and this section. The adjusted facilities charge shall be determined as provided in this section.

Section 7. Chapter 18.24 of the Richland Municipal Code, entitled Domestic Water Rates and Charges, as first enacted by Ordinance No. 80, and last amended by Ordinance No. 2022-11, is hereby amended as follows:

**CHAPTER 18.24
DOMESTIC WATER RATES AND CHARGES**

Sections:

18.24.010 Delinquency.

18.24.020 Water rate schedule (metered).

18.24.030 Water – Economic development rate.

18.24.040 Users outside of city limits – Contracts authorized.

- 18.24.050 Water facilities assessment.**
18.24.060 Effective date of assessment.
18.24.070 Imposition of adjusted facilities assessment.
18.24.075 Latecomer agreements.
18.24.080 Severability.

18.24.010 Delinquency.

Bills are due and payable upon receipt, and are delinquent after 20 days from date of billing. Late fees and interest will be charged on all delinquent accounts according to RMC 3.30.040. Failure to receive bill will not release customer from payment of the obligation due.

18.24.020 Water rate schedule (metered).

A. Residential, multifamily, commercial and large user customers serviced through a water meter will be charged ~~monthly~~ daily for metered water consumption on the basis of Table 1 below, which includes applicable taxes (effective for all utility bills generated on or after December 1, 2023):

TABLE 1

Water Rates (Metered)

**RESIDENTIAL, MULTIFAMILY AND
COMMERCIAL RATES**

Meter Size	Rate
1" or less	\$0.8071 <u>24.55</u>
1 1/2"	\$2.6893 <u>81.80</u>
2"	\$4.3003 <u>130.80</u>
3"	\$8.0630 <u>245.25</u>
4"	\$13.4384 <u>408.75</u>
6"	\$26.8767 <u>817.50</u>
8" or larger	\$43.0027 <u>1,308.00</u>
Fire hydrant meter monthly rent charge	<u>\$30.00</u>

Additional Charge per 100 cf	Rate
Residential and fire hydrant meter	\$0.85
Multifamily and irrigation	<u>\$0.75</u>
Commercial/municipal	<u>\$0.65</u>

LARGE USER RATES

Meter Size	Rate
1" or less	\$7.0948 <u>215.80</u>
1 1/2"	\$23.6515 <u>719.40</u>
2"	\$49.8099 <u>1,515.05</u>
3"	\$70.9545 <u>2,158.20</u>
4"	\$118.2575 <u>3,597.00</u>
6"	\$236.5151 <u>7,194.00</u>
8" or larger	\$378.4241 <u>11,510.40</u>
Additional charge per 100 cf:	0.60

B. The city may furnish water to customers at locations outside the corporate limits of the city. The ~~monthly~~ daily rates for water furnished to out-of-city customers shall be the rates set forth in this title for the applicable class of service plus 50 percent of such rates.

C. Residential customers serviced through a single meter will be billed at the one-inch or less base rate per living unit, plus consumption charges. Consumption charges will be billed to the account to which the meter is addressed.

D. Commercial and mixed-use customers serviced through a single meter, where multiple units are served, will be billed the appropriate commercial rate, plus consumption charges. This utility charge, including all consumption charges, will be billed to the one account where the meter is addressed.

E. Condominiums and townhouses, which share a single meter, will be billed at the multifamily rate with the bill going to a homeowners' association or like account. Condos and townhouses which are individually metered will be billed at the residential rate with charges based on the meter size.

F. The rates for water supplied to the residential customers qualifying as low income senior citizens or low income disabled citizens shall be discounted by 60 percent. Additional rate information regarding low income senior citizens and low income disabled citizens can be found in Chapter 3.29 RMC (Utility Low Income Program).

G. Commercial customers utilizing the domestic water system for irrigation purposes as described in RMC 18.12.086 will be charged the appropriate commercial rates for usage during the months of April through October of each year. The appropriate commercial rates will be charged if consumption is detected outside of this time period.

18.24.030 Water – Economic development rate.

A. Terms and conditions of negotiated rate will be by contract.

B. Will be based upon the benefits derived from the new load and/or employment opportunities that expand the local economy.

C. Will utilize marginal costing concept.

18.24.040 Users outside of city limits – Contracts authorized.

The city manager may, with the approval of the city council, enter into contracts with customers at locations outside the corporate limits of the city, at a rate lower than those prescribed in RMC 18.24.020, but not less than those prescribed for the users of the same class located in the city, when the extraordinarily high volume of use warrants such a lower rate.

18.24.050 Water facilities assessment.

Water transmission, storage, source of supply and frontage facilities charges shall be assessed and collected as a condition precedent to providing water service connection by the city of Richland according to the following table:

Size of Water Meter	Facilities Assessment for Indoor and Nonirrigation Uses Only¹	Facilities Assessment for Uses That Include Outdoor Landscape Irrigation and Car Washes²	Facilities Assessment for Badger South^{3,4}	Frontage Charge⁵
3/4"	\$2,100.00	\$2,990.00	\$2,235.00	\$15/ft.
1"	2,100.00	2,990.00	2,235.00	15/ft.
1 1/2"	6,993.00	9,957.00	7,443.00	15/ft.
2"	11,193.00	15,937.00	11,913.00	15/ft.
3"	21,000.00	29,900.00	22,350.00	15/ft.
4"	By Contract	By Contract	By Contract	15/ft.
6"	By Contract	By Contract	By Contract	By Contract

1. This charge is for residential and commercial lots which have a separate irrigation source and typically do not have a high demand water usage season.

2. This charge is for residential and commercial lots which do not have a separate irrigation source or do have a high demand water usage season (i.e., a car wash).

3. The Badger South facilities assessments will be collected by the city as part of the building permit approval process. The city will reimburse the Badger Mountain Irrigation District \$300.00 per ERU (ERU is an equivalent residential unit or a service provided by up to one-inch meter size) on the first 350 ERUs collected and reimburse \$192.00 per ERU thereafter.

4. The Badger South area is defined as shown in Exhibit A attached to the ordinance codified in this section.

5. The frontage fee shall apply to all connections to the public water system except:

A. When the existing main crosses the entire property frontage and was installed by the property owner or developer of the property; or

B. When the existing main crosses the entire property frontage and was included in an approved latecomer agreement. For a corner lot, the frontage fee shall be calculated on the longest side of the lot.

The city, as part of the Tri-Cities Estates Local Improvement District (LID) No. 190, constructed water main lines in Oxford Avenue and Oregon Street. Three residences did not participate in the water portion of the LID. The following three properties are required to pay a lump sum frontage

charge of \$3,166.45, in addition to the applicable meter charge and facility assessment, at the time of connection to the city water system. These three properties are: 1366 Baywood, 1381 Baywood, and 1391 Baywood. On January 1st of each year, beginning in 2009, the lump sum amount shall be adjusted to compensate for inflation as documented in the Consumer Price Index – Urban (CPI-U) using the Pacific Cities, West – B/C data for July of the previous year. As of January 1, 2022, the rate has been updated to \$4,150.09.

*Editor's note: The Tri-Cities Estates water latecomer rates in RMC 18.24.050 were updated on January 1, 2022.

The water facilities assessment may be waived by the Richland city council when providing a water service connection, or connections, to any municipally owned public park, where the cost of constructing such municipally owned public park, or a portion of such cost, has been borne by the property owners specially benefitted thereby and may likewise be waived by the Richland city council when providing water service connection, or connections, to previously existing residences where the cost of providing a water service connection, or connections, is paid in whole or in part by a state or federal grant-in-aid community rehabilitation, or to newly constructed residences where the cost of providing a water service connection, or connections, is paid in whole or in part by a state or federal grant to provide housing for low income families or handicapped persons and may likewise be waived by Richland city council when providing a water service connection or connections for new publicly funded facilities built for public use.

18.24.060 Effective date of assessment.

The water transmission, storage and source of supply facilities assessment as described in RMC 18.24.050 is imposed upon all property owners who have requested a new water service connection or increased capacity water service by their purchase of a water services connection permit on or after December 9, 1975; provided, however, that in no event shall such assessment be charged where the actual connection was made prior to the effective date of the ordinance codified in RMC 18.24.050 through 18.24.070. Such assessment shall become due and owing at the time the water services connection permit is obtained; provided further, that in those instances where the permit was obtained prior to the effective date of the ordinance codified in RMC 18.24.050 through 18.24.070, such fee shall become due at the time the actual connection is made.

18.24.070 Imposition of adjusted facilities assessment.

All existing customers, notwithstanding their exemption from the imposition of a facilities assessment by virtue of having received a meter connection prior to the effective date of the ordinance codified in RMC 18.24.050 through 18.24.070, shall be required to pay an adjusted facilities assessment where an increased capacity water service connection permit is requested after December 9, 1975; provided, however, that in no event shall such an assessment be made where the actual increased capacity connection is made prior to the effective date of the ordinance codified in RMC 18.24.050 through 18.24.070. The amount to be assessed in such instances shall be the difference between the facilities charge that would have been required for the earlier installed service and that charge imposed upon the size water service connection installed.

A customer having paid an initial water facilities assessment shall also be required to pay an adjusted facilities assessment where an increased capacity water service connection permit is obtained after the effective date of the ordinance codified in RMC 18.24.050 through 18.24.070. The adjusted facilities charge shall be determined as provided in this section.

18.24.075 Latecomer agreements.

Any developer using private funds to construct utility system improvements in the city or within the city's utility service area may request to enter into a latecomer agreement with the city in order to recover a pro rata share of the costs of construction from other property owners that will later derive a benefit from the utility system improvements made by the developer. The procedure for entering into such an agreement is administered by the city and provided in Chapter 3.10 RMC.

18.24.080 Severability.

The invalidity of any section, subsection, provision, clause or portion thereof, or the invalidity of the application thereof to any person or circumstances, shall not affect the validity of the remainder of this chapter or the validity of its application to other persons or circumstances.

Section 8. Chapter 18.37 of the Richland Municipal Code, entitled Irrigation Water Rates and Charges, as first enacted by Ordinance No. 06-05, and last amended by Ordinance No. 55-16, is hereby amended as follows:

Chapter 18.37 IRRIGATION WATER RATES AND CHARGES

Sections:

18.37.010 Delinquency.

18.37.020 Irrigation service rates.

18.37.040 *Repealed.*

18.37.010 Delinquency.

Bills are due and payable upon receipt and are delinquent after 20 days from the date of billing. Late fees and interest will be charged on all delinquent accounts according to RMC 3.30.040. Failure to receive a bill does not release the customer from payment of the obligation due.

18.37.020 Irrigation service rates.

These rates apply to all city serviced irrigation customers in the following service areas: Horn Rapids, Columbia Point, Meadow Springs/Willowbrook and Smartpark. The annual irrigation rate for irrigation customers shall be as follows:

Customer Type	1 Acre or Less	Each Additional Irrigated Acre
Residential	\$318.00	N/A
Commercial, Industrial, Golf Courses, etc.	\$318.00	\$130.00

Effective for all utility bills generated on or after December 1, 2023, Irrigation will be assessed on the customer's monthly ~~master~~ utility account at a daily rate of 1/365 per day ~~one-twelfth of the annual rate.~~

18.37.040 Meadow Springs irrigation rates.

Repealed by Ord. 26-12.

Section 9. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 10. 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 11. 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 ____ day of _____, 2023.

Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/07/2023

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2023-25, Amending the 2023 Budget in the General Fund, City Streets Fund, Industrial Development Fund, Hotel/Motel Fund, Streets Capital Construction Fund, Parks Construction Fund, Electric Utility Fund, Medical Services Fund, Public Safety Facility 75 Construction Fund, and Public Safety Facility 73 Replacement Fund

Department/Office
Finance

Ordinance/Resolution Number:
2023-25

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2023-25, amending the 2023 Budget in multiple funds as provided therein.

Summary: Ordinance 2023-25 includes amendments to the adopted 2023 Budget as follows:

- \$10,000 in insurance proceeds were received in the City Streets Fund in 2023 as reimbursement for costs incurred in 2022 to repair damage to traffic control devices, and traffic damage repairs in 2023 have been higher than anticipated, resulting in a need to appropriate the insurance proceeds for use in the current year
- The Richland Public Library was awarded three grants in 2023 that need to be appropriated for spending.
- The Seattle Police Department awarded the Richland Police Department \$55,000 for investigation and prosecution of ICAC crimes which needs to be appropriated for spending.
- The 2022 adopted budget included an expanded program in the General Fund for \$70,000 for public art which remained unspent and was intended to be carried forward into 2023.
- Overtime costs, the Standards of Coverage Study, and the emergency response for the Batman Island fire were not anticipated or exceeded the budget in Fire & Emergency Services.
- Overtime costs and the Standards of Coverage Study exceeded the anticipated budget in the Medical Services Fund.
- \$200,000 of Hotel/Motel funds are being awarded for improvements at Badger Mountain Park.
- The Street Capital Construction Fund will transfer to the Industrial Development Fund past cash transfers in the amount of \$742,126 for road projects that have been completed for less than anticipated.
- The Bonneville Power Administration made available to Richland Energy Services an additional \$111,135 for the industrial Energy Efficiency Incentive program.
- Proceeds from surplus property sold in February 2023 were received into the Industrial Development Fund. These proceeds are intended to be used to support affordable housing in Richland, and will be transferred to the HOME Fund.
- The Public Safety Facility 75 Construction Fund contains approximately \$600,000 in funding which should be transferred to a debt service fund for paying principal and interest on the construction debt.
- The Public Safety Facility 73 Replacement Fund contains approximately \$60,000 in General Fund contributions which should be transferred back to the General Fund.
- The roof on Fire Station 74 is in need of unanticipated repairs in an estimated amount of \$200,000 to cure leaks to be paid out of the General Fund's facilities repair budget.

Fiscal Impact:

Ordinance No. 2023-25 will add \$2,908,153 in appropriations to the 2023 Budget. Of this amount, \$488,430 is from new revenue sources and \$2,419,723 is from fund balance.

Attachments:

- I. Ordinance No. 2023-25

ORDINANCE NO. 2023-25

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING THE 2023 BUDGET TO PROVIDE FOR ADDITIONAL APPROPRIATIONS IN THE CITY'S GENERAL FUND, CITY STREETS FUND, INDUSTRIAL DEVELOPMENT FUND, HOTEL/MOTEL FUND, STREETS CAPITAL CONSTRUCTION FUND, PARKS CONSTRUCTION FUND, ELECTRIC UTILITY FUND, MEDICAL SERVICES FUND, PUBLIC SAFETY FACILITY 75 CONSTRUCTION FUND, AND PUBLIC SAFETY FACILITY 73 REPLACEMENT FUND, AND DECLARING THAT A PUBLIC EMERGENCY EXISTS IN THE CITY'S GENERAL FUND, HOTEL/MOTEL FUND, STREETS CAPITAL CONSTRUCTION FUND, MEDICAL SERVICES FUND, PUBLIC SAFETY FACILITY 75 CONSTRUCTION FUND AND PUBLIC SAFETY FACILITY 73 REPLACEMENT FUND.

WHEREAS, on November 15, 2022, Richland City Council passed Ordinance No. 2022-39, approving the 2023 Budget; and

WHEREAS, this Ordinance No. 2023-25 will accomplish several budget adjustments in the 2023 Budget necessary for the effective delivery of services to the public; and

WHEREAS, insurance proceeds in the amount of \$10,000 were received in the City Streets Fund in 2023 as reimbursement for costs incurred in 2022 to repair damage to traffic control devices; and

WHEREAS, traffic damage repairs in 2023 have been higher than anticipated, resulting in a need to appropriate the insurance proceeds for use in the current year; and

WHEREAS, the Richland Public Library was awarded a Library Humanities Grant for \$8,300, and a previous budget amendment only appropriated 90% of this amount, leaving \$830 unappropriated; and

WHEREAS, the Richland Public Library was awarded a Washington State Library Online Tracking Service grant for \$2,000, to be used to pay for online reading services; and

WHEREAS, the Richland Public Library was awarded a Washington State Library grant to support staff professional development training that funded \$1,765 in travel expenditures; and

WHEREAS, the Seattle Police Department awarded the Richland Police Department \$55,000 for investigation and prosecution of ICAC crimes; and

WHEREAS, the 2022 adopted budget included an expanded program in the General Fund for \$70,000 for public art which remained unspent and was intended to be carried forward into 2023; and

WHEREAS, overtime costs for Fire & Emergency Services personnel are \$258,600 higher than budgeted, resulting in a need to appropriate additional overtime funding; and

WHEREAS, expert services costs associated with a Standards of Coverage Study commissioned by Fire & Emergency Services are \$7,421 higher than budgeted, resulting in a need to appropriate additional funding; and

WHEREAS, expert services costs associated with Fire & Emergency Services' response to the 2023 Bateman Island Fire in the amount of \$19,155 were not anticipated or budgeted, resulting in the need to appropriate additional funding; and

WHEREAS, overtime costs affecting the Medical Services Fund are \$255,000 higher than budgeted, resulting in a need to appropriate additional overtime funding; and

WHEREAS, overtime costs necessary to support Fire & Emergency Services' development of a Standards of Coverage Study are \$14,842 higher than budgeted, resulting in a need to appropriate additional funding; and

WHEREAS, Richland City Council is awarding \$200,000 of Hotel/Motel funds for improvements at Badger Mountain Park on the recommendation of the Lodging Tax Advisory Committee; and

WHEREAS, the Street Capital Construction Fund has received cash transfers in the years 2017-2019 from the Industrial Development Fund to be used for construction of street projects in the Horn Rapids Industrial Park; and

WHEREAS, these transfers exceeded the amount necessary for the construction projects by \$742,126, and the unspent funds need to be transferred back to the Industrial Development Fund; and

WHEREAS, the Bonneville Power Administration has made available to Richland Energy Services an additional \$111,135 for the industrial Energy Efficiency Incentive program; and

WHEREAS, proceeds from surplus property sold in February 2023 pursuant to Resolution No. 2022-121 were received into the Industrial Development Fund. These proceeds are intended to be used to support affordable housing in Richland, and will be transferred to the HOME Fund for such purpose; and

WHEREAS, on January 3, 2023, Richland City Council passed Ordinance No. 2022-43, eliminating the Public Safety Facility 75 Construction Fund and the Public Safety Facility 73 Replacement Fund by repealing RMC 3.24.831 and RMC 3.24.832; and

WHEREAS, the Public Safety Facility 75 Construction Fund contains approximately \$600,000 in funding which should be transferred to a debt service fund for paying principal and interest on the construction debt; and

WHEREAS, the Public Safety Facility 73 Replacement Fund contains approximately \$60,000 in General Fund contributions which should be transferred back to the General Fund; and

WHEREAS, the roof on Fire Station 74 is in need of unanticipated repairs in an estimated amount of \$200,000 to cure leaks to be paid out of the General Fund's facilities repair budget; and

WHEREAS, no funds were appropriated in the listed city funds for these expenditures; and

WHEREAS, sufficient unappropriated funds are available in the funds referred to in Section 2, below, to support the required budget adjustment; and

WHEREAS, pursuant to RCW 35.33.091, a duly advertised public hearing was held on October 17, 2023 regarding the increase in appropriations from beginning fund balance.

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

Section 1. Facts Constituting Emergency. The expenses contained within this Ordinance were not anticipated when the 2023 Budget was approved.

Section 2. Declaration of Public Emergency. Due to circumstances described above, the City Council declares that a public emergency exists in the General Fund, Hotel/Motel Fund, Streets Capital Construction Fund, Medical Services Fund, Public Safety Facility 75 Construction Fund and the Public Safety Facility 73 Replacement Fund.

Section 3. Amendment of the 2023 Budget. The 2023 Budget is hereby amended to provide additional appropriations in the following funds, and from the following sources, as indicated:

Fund	Fund Title	Current Appropriations	Change In Appropriations	Amended Appropriations	Source	
					Fund Balance	New Revenue
001	GENERAL FUND	\$ 80,001,456	\$ 622,192	\$ 80,623,648	\$ 562,597	\$ 59,595
101	CITY STREETS FUND	4,103,695	10,000	4,113,695	-	10,000
112	INDUSTRIAL DEVELOPMENT FUND	9,346,717	107,700	9,454,417	-	107,700
150	HOTEL/MOTEL FUND	1,550,000	200,000	1,750,000	200,000	
301	STREETS CAPITAL CONSTRUCTION FUND	26,511,341	742,126	27,253,467	742,126	-
380	PARKS CONSTRUCTION FUND	14,251,971	200,000	14,451,971		200,000
401	ELECTRIC UTILITY FUND	87,018,800	111,135	87,129,935	-	111,135
407	MEDICAL SERVICES FUND	8,511,184	255,000	8,766,184	255,000	-
317	FIRE STATION 75 CONSTRUCTION FUND	14,051,493	600,000	14,651,493	600,000	-
318	FIRE STATION 73 REPLACEMENT FUND	840,724	60,000	900,724	60,000	-
TOTAL		\$ 246,187,381	\$ 2,908,153	\$ 249,095,534	\$ 2,419,723	\$ 488,430

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of November, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Toni Fulton, Acting Deputy City Clerk

Heather Kintzley, City Attorney

First Reading: October 17, 2023

Second Reading: November 7, 2023

Date Published: November 12, 2023



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/7/2023

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2023-26, Approving the 2024 Ad Valorem Tax and Property Tax Levies

Department/Office
Finance

Ordinance/Resolution Number:
2023-26

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2023-26, approving the 2024 ad valorem tax and property tax levies.

Summary:

City Council sets the property tax levy during the annual budget process. Ordinance No. 2023-26 establishes the estimated dollar amount of the regular levy, the refund levy, and the voted library construction bond levy. Ordinance No. 2022-26 also authorizes the levies to be certified to the Benton County Board of Commissioners and the Benton County Assessor.

The amounts in the Ordinance are based on preliminary numbers received from the Benton County Assessor. Amounts certified to Benton County limit the final calculated levy, so care must be taken to avoid locking in a levy amount that is too low before the values for all add-ons are known. Attached is an analysis of three options for the levy: a 1% increase, a 0% increase, and the maximum lawful levy.

For 2024, Ordinance No. 2023-26 includes an increase in the regular levy by 1%. This increase is in addition to any increases arising from new construction values, annexations, refunds, and increases in state-assessed property ("add-ons").

Staff recommends approval of Ordinance No. 2023-26 for second reading and passage.

Fiscal Impact:

At this time, the state-assessed property values and new construction values are still preliminary. As such, the estimated 2024 levy is still subject to change. However, any changes at this point should be relatively minor.

Attachments:

I. Ordinance No. 2023-26

ORDINANCE NO. 2023-26

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
RELATING TO THE AD VALOREM PROPERTY TAX LEVIED
FOR THE CALENDAR YEAR 2024.**

WHEREAS, pursuant to RCW 84.55.120, the City of Richland duly noticed the public hearing held on October 17, 2023 to consider the City of Richland's revenue sources for the City's following year current expense budget; and

WHEREAS, the Richland City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Richland requires an increase in property tax revenue from the previous year, in addition to increases resulting from the addition of new construction, annexation, any refunds, improvements to property and any increase in the value of state-assessed property in order to discharge, in its best interests, the expected expenses and obligations of the City of Richland.

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

Section 1. In accordance with RCW 84.52.020, the City Clerk is hereby directed to certify to the Benton County Board of Commissioners and the Benton County Assessor that the Richland City Council requests the following levy amounts be collected in 2024 as provided in the City's budget, which was adopted after the October 17, 2023 public hearing:

Regular Levy:

General Fund and RAISE Area Debt Service Fund	\$20,915,000
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Refund Levy:	\$38,624
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Library Debt Service Fund	\$1,600,000
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TOTAL	\$22,553,624
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Section 2. The taxes shall be collected and paid to the City Treasurer at the same time and in the same manner as provided by the laws of the State of Washington relating to collection of taxes in the cities of the first class.

Section 3. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

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PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of November, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Toni Fulton, Acting Deputy City Clerk

Heather Kintzley, City Attorney

First Reading: October 17, 2023

Second Reading: November 7, 2023

Date Published: November 12, 2023



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/7/2023

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2023-27, Approving a Change to the 2024 Ad Valorem Tax over the Prior Year

Department/Office
Finance

Ordinance/Resolution Number:
2023-27

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2023-27, approving the 2023 ad valorem tax increase over the prior year.

Summary:

Richland City Council sets the property tax levy during the annual budget process. For 2024, it is proposed that the City approve an increase of 1% to the regular levy. The 1% increase is prior to changes arising from new construction values, annexations, refunds, and increases in state-assessed property ("add-ons").

Ordinance No. 2023-27 authorizes, as required by statute, the increase of the regular levy over the prior year in terms of dollar amount and percentage. Upon approval, the City Clerk is directed to certify the increase to the Benton County Board of Commissioners and the Benton County Assessor by providing a certified copy of the Ordinance.

Staff recommends approval of Ordinance No. 2023-27 for second reading and passage.

Fiscal Impact:

Approval of Ordinance No. 2023-27 will increase the base regular levy for 2024 by \$200,998 before new construction, annexations, refunds and increases in state-assessed property.

Attachments:

- I. Ordinance No. 2023-27

ORDINANCE NO. 2023-27

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
RELATING TO THE INCREASE IN THE CALENDAR YEAR 2024
AD VALOREM PROPERTY TAX LEVY OVER THE AMOUNT
LEVIED IN THE PREVIOUS YEAR.**

WHEREAS, the Richland City Council has met and considered its budget for the calendar year 2024; and

WHEREAS, the Richland City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Richland requires an increase in property tax revenue from the previous year, in addition to increases resulting from the addition of new construction, annexation, refunds and improvements to property and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of the City of Richland and in its best interest; and

WHEREAS, the City of Richland's actual regular levy amount from the previous year was \$20,099,838; and

WHEREAS, the population of the City of Richland is more than 10,000.

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

Section 1. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2024 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be two hundred thousand, nine hundred and eight dollars (\$200,998) which is a percentage increase of one percent (1%) from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state-assessed property, any annexations that have occurred and refunds made.

Section 2. The City Clerk is hereby directed to provide a certified copy of this Ordinance to the Benton County Board of Commissioners and the Benton County Assessor.

Section 3. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of November, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Toni Fulton, Acting Deputy City Clerk

Heather Kintzley, City Attorney

First Reading: October 17, 2023

Second Reading: November 7, 2023

Date Published: November 12, 2023



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2023-135, Authorizing a Purchase and Sale Agreement with Cenate

Department/Office
Development Services

Ordinance/Resolution Number:
2023-135

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-135, authorizing the City Manager to sign and execute a purchase and sale agreement with Cenate for the purchase of 50 acres in the Northwest Advanced Clean Energy Park.

Summary:

Cenate, a Norwegian company that produces and develops silicon-containing anode materials used for lithium-ion batteries, is proposing to purchase a 50-acre property in the southwest corner of the Northwest Advanced Clean Energy Park (NACEP) for the development of a 40,000 square-foot industrial production facility.

Cenate started business in 1904 in the hydropower industry, and has developed a stronghold in the silicon production sector worldwide. The utilization of silicon in lithium battery anodes allows the batteries to survive for more than ten years in extremely challenging applications in the industrial and scientific fields. Cenate's silicon-containing materials are used in a variety of products, including cell phones, laptops, tablets, digital cameras, drones, electric vehicles, electric bicycles, and power plants utilizing industrial and marine batteries.

The purchase price for the 50-acre property is \$75,000 per acre for a total price of \$3,750,000. At its June 19, 2023 meeting, the Economic Development Committee favorably recommended the sale of the 50-acre property. The City will retain a repurchase right as detailed in the purchase and sale agreement. Cenate projects a minimum of 50 jobs will be created at the facility. In addition to this subject property, Cenate may have need for additional adjacent land in support of its production facility.

Land development in the NACEP is subject to deed restrictions managed by the U.S. Department of Energy. These restrictions affect emissions, cultural resources, and vibratory impacts. Accordingly, the purchase and sale agreement includes a feasibility period for the buyer to complete necessary project evaluations, and provides an opportunity for the buyer to withdraw from the purchase if the site does not suit Cenate's needs.

Staff recommends adoption of Resolution No. 2023-135.

Fiscal Impact: This land sale will generate \$3,750,000 in gross proceeds. Net proceeds will be deposited into the City's Industrial Development Fund.

Attachments:

1. Resolution No. 2023-135
2. Draft Purchase & Sale Agreement - Cenate
3. Cenate Vicinity Map

RESOLUTION NO. 2023-135

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A PURCHASE AND SALE AGREEMENT BY AND
BETWEEN THE CITY OF RICHLAND AND CENATE.**

WHEREAS, the City of Richland is the owner of 50 acres of industrial property located along the north side of Horn Rapids Road and within the Northwest Advanced Clean Energy Park as depicted in the attached **Exhibit A**; and

WHEREAS, pursuant to Chapter 3.06 of the Richland Municipal Code, the City of Richland has full authority to negotiate the sale of the property in the best interests of the City; and

WHEREAS, the aforesaid City-owned property is available for sale; and

WHEREAS, the City has negotiated a land price that is in its best interests; and

WHEREAS, the property was transferred to the City of Richland from the Department of Energy for the purpose of economic development; and

WHEREAS, Cenate, a Norwegian company that produces and develops silicon-containing anode materials used for lithium-ion batteries, is proposing to develop a forty thousand (40,000) square foot production facility, and has agreed to purchase the property for the negotiated price of \$75,000 per acre for a total purchase price of \$3,750,000; and

WHEREAS, to ensure timely development, the City will retain a repurchase right under the Purchase and Sale Agreement with identified timeframes and deadlines as provided therein; and

WHEREAS, in addition to the 50-acre parcel that is the subject of this transaction, Cenate may have need for additional land adjacent to the intended production facility, thereby increasing its anticipated economic development impact on Richland; and

WHEREAS, at its June 19, 2023 meeting, the Economic Development Committee (EDC) favorably recommended sale of the 50-acre property in the Northwest Advanced Clean Energy Park to Cenate for a total purchase price of \$3,750,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Purchase and Sale Agreement and all related documents necessary for the sale of the property to Cenate, as described herein.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of November, 2023.

Terry Christensen, Mayor

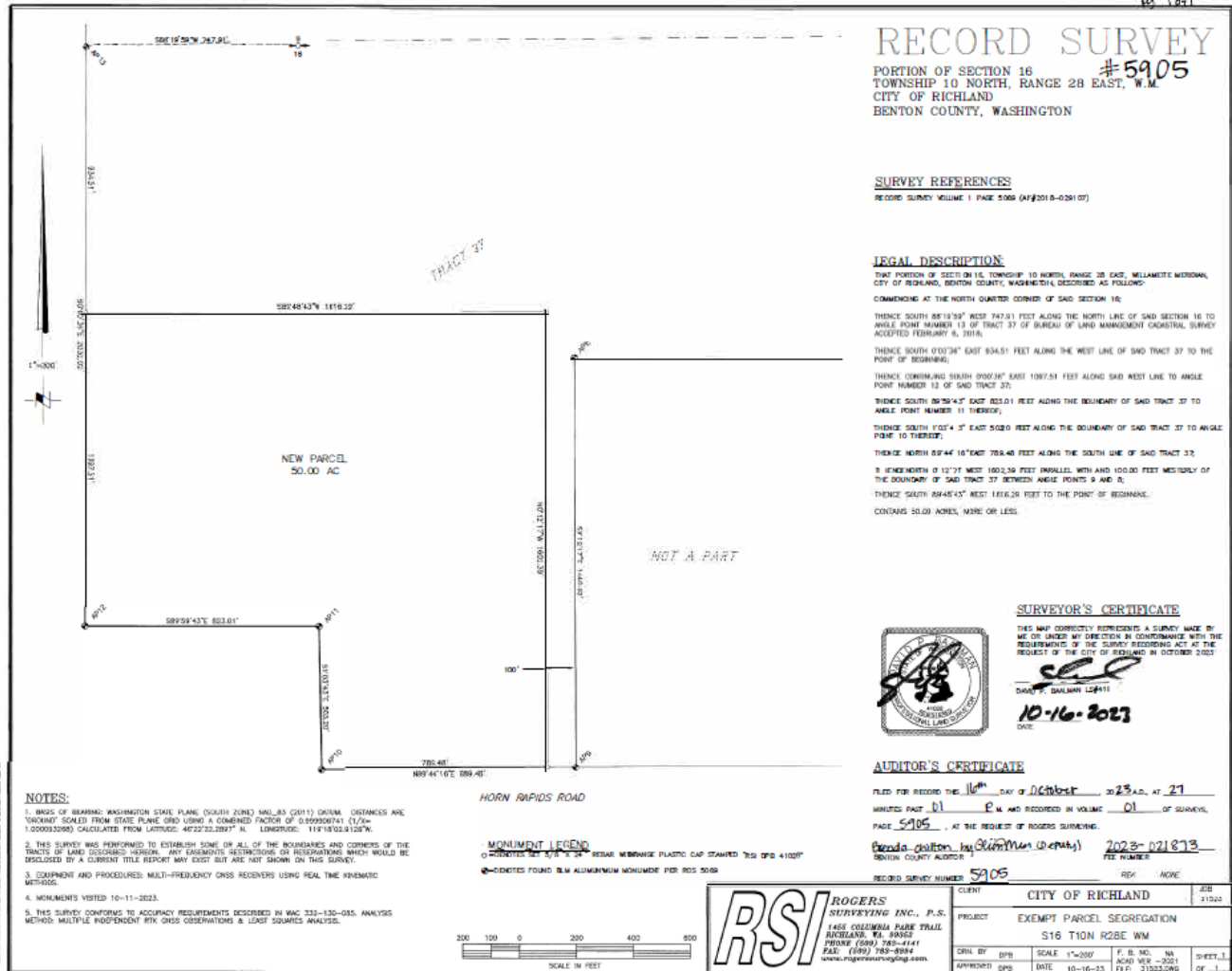
Attest:

Approved as to Form:

Toni Fulton, Acting Deputy City Clerk

Heather Kintzley, City Attorney

Exhibit A
Legal Description and Survey



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: 2694 Horn Rapids Road

This Agreement for Purchase and Sale of Real Property (the “Agreement”) is made and entered into between the **CITY OF RICHLAND**, a Washington municipal corporation (“Seller”), and **CENATE**, a foreign for-profit corporation (“Purchaser”). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.1 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property located at 2694 Horn Rapids Road, City of Richland, Benton County, Washington which is legally described in **Exhibit A** attached hereto (hereinafter referred to as the “Property”).

1.1. Laws and Rights. Purchaser acknowledges and agrees that the sale and conveyance of the Property to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

1.2. Timing of Conveyance. The Property shall be conveyed to Purchaser at Closing by a Statutory Warranty Deed (“Deed”) subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below and the Repurchase Right set forth in Section 11.15 below.

1.3. Submission of Property to Quitclaim Deed, Terms, Conditions, Covenants and Restrictions for the U.S. Department of Energy Conveyance of Land to the Tri-City Development Council (TRIDEC). Purchaser acknowledges that the Property, and all buildings and structures hereafter constructed thereon, will be held, used, sold, encumbered, leased, improved and conveyed subject to and burdened by the covenants, conditions, restrictions, easements, assessments and liens set forth in the Quitclaim Deed, Terms, Conditions, Covenants and Restrictions for the U.S. Department of Energy Conveyance of Land to the Tri-City Development Council (Quitclaim Deed), as recorded under Benton County Auditor’s File Number 2015-029457, as amended. All provisions of the Quitclaim Deed shall be binding upon all parties having or acquiring any right, title, or interest in the Property or any part thereof and their heirs, successors, grantees and assigns, and shall in all respects be covenants running with the land.

(a) Purchaser acknowledges that the Quitclaim Deed has been fully examined, including all Exhibits therein (Exhibits A, B, C, D, E, F, G and H).

(b) Purchaser acknowledges that, at Closing, Purchaser will take title to the Property subject to the covenants, conditions, restrictions, easements, assessments, and liens set forth in the Quitclaim Deed, which shall be incorporated by reference in the Statutory Warranty Deed.

2. Purchase Price. The total purchase price for the Property shall be **Three Million Seven Hundred Fifty Thousand Dollars and No Cents (\$3,750,000.00)** (the “Purchase Price”). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in

an escrow account with **Cascade Title Company** (the “Title Company”) at Closing (as defined in Section 6 below).

2.1. Earnest Money Deposit. As consideration for Seller’s execution and delivery of this Agreement, Purchaser will deposit with the Title Company a certified or cashier’s check or wire transfer in the amount of **One Hundred Twelve Thousand Five Hundred Dollars and No Cents (\$112,500.00)** within five (5) business days of the Effective Date (as defined in Section 3.1 below) (the “Earnest Money Deposit”). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest-bearing account of Purchaser’s choice. The Earnest Money Deposit will be returned if Purchaser terminates this Agreement during the Due Diligence Period (as defined in Section 5 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default or terminate this Agreement at any time following the expiration or waiver of the Due Diligence Period, (a) the Earnest Money Deposit shall be disbursed to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

3.1. City Approval. The execution and delivery of this Agreement by Seller is contingent upon approval of this Agreement by the City Council of the City of Richland in its sole discretion. In the event the Richland City Council does not approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Executed Contract. The “Effective Date” of this Agreement is the date upon which both parties have signed this Agreement. If this Agreement is signed on different days, the “Effective Date” of this Agreement is the date of the last signing party. Notwithstanding the foregoing, Purchaser and Seller must sign this Agreement within fifteen (15) business days of approval from the City Council of the City of Richland. If signatures are not obtained from both parties within fifteen (15) business days, this Agreement shall automatically terminate and be without any further force and effect, and without further obligation of either party to the other.

4. Title Matters.

4.1. Preliminary Title Report; Survey; Title Review. Within five (5) business days after the Effective Date, Purchaser, at its sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the “Preliminary Commitment”), and upon receipt, furnish same to Seller. In addition, Seller shall deliver to Purchaser copies of any existing survey(s) of the Property in Seller’s possession (the “Existing Survey”). Thereafter, Purchaser may, at Purchaser’s sole cost and expense, order (i) a new ALTA/ACSM Land Survey of the Property, or (ii) an update of the Existing Survey (any new survey and any update to the Existing Survey, collectively, the “Survey”).

(a) Purchaser shall have fifteen (15) days after receipt of the Preliminary Commitment and the Survey to advise Seller in writing of any encumbrances, restrictions, easements or other matters contained in the Preliminary Commitment or on the Survey (the "Exceptions") to which Purchaser objects. All Exceptions to which Purchaser does not object in writing within the fifteen (15) day period shall be deemed accepted by Purchaser.

(b) If Purchaser objects to any Exceptions within the fifteen (15) day period, Seller shall advise Purchaser in writing within five (5) days of receipt of Purchaser's written objections (i) which Exceptions Seller will remove at Closing, (ii) which Exceptions the Title Company has agreed to insure around in the Title Policy (as defined below) to be issued at Closing (together with the proposed form of endorsement) and (iii) which Exceptions will not be removed or insured around.

(c) Within ten (10) days of receipt of Seller's response to Purchaser's written objections, and assuming Seller has not agreed to remove all exceptions to which Purchaser objects, Purchaser shall notify Seller in writing of Purchaser's election to either (i) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser, or (ii) waive its objections to the Exceptions the Title Company has agreed to insure around and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Purchaser.

4.2. Title Insurance. Seller shall cause the Title Company to be prepared to deliver to Purchaser at Closing an Owner's ALTA Extended Coverage policy of title insurance (the "Title Policy") issued by Title Company in the face amount of the Purchase Price, dated the date of Closing, insuring Purchaser's title subject to no exceptions other than the standard printed exceptions and the Exceptions deemed accepted by Purchaser pursuant to Section 4.1 above. The Title Policy shall also include such endorsements as Purchaser or Purchaser's Lender may reasonably request.

5. Due Diligence. Purchaser is granted a due diligence period until and including one hundred twenty (120) days after receipt of the Preliminary Commitment described in Section 4.1 above (the "Due Diligence Period"). Said Due Diligence Period may be extended an additional thirty (30) days upon written mutual agreement by both Purchaser and Seller.

5.1 If the Parties agree to extend the Due Diligence Period beyond the initial thirty (30) day extension set forth above in Section 5, then Purchaser shall deposit with the Title Company prior to Closing an Extension Fee in an amount of Five Hundred Dollars and no cents (\$500.00) for every thirty (30) days the Due Diligence Period is extended beyond the initial thirty (30) extension. The Due Diligence Period may be extended for up to five (5) additional thirty (30) day periods from the initial thirty (30) day extension period.

5.2. Seller's Due Diligence Materials. To the extent not previously delivered to Purchaser, within ten (10) business days after the Effective Date, Seller shall deliver to Purchaser copies of all documents, reports, and other non-confidential diligence materials in Seller's possession relating to the Property. In addition, Seller shall deliver to Purchaser, promptly upon

request by Purchaser, such additional due diligence materials in Seller's possession relating to the Property which are reasonably requested by Purchaser.

5.3. Purchaser's Due Diligence. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues subject to the terms of this Section 5. If the results of said review are unsatisfactory in Purchaser's sole discretion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the Due Diligence Period (the "Due Diligence Termination Notice"). In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, the Earnest Money Deposit shall be returned to Purchaser pursuant to Section 2.1; and neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein. If Purchaser fails to provide a Due Diligence Termination Notice to Seller on or before the expiration of the Due Diligence Period, the due diligence contingency set forth under this Section 5 shall be deemed waived by Purchaser, and this Agreement shall continue in full force and effect.

5.4. Reasonableness Required. All inspections of the Property shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller. Purchaser shall not do any invasive testing, sampling or drilling at the Property without first obtaining Seller's prior written consent (which may be conditioned or denied in Seller's sole and absolute discretion). Purchaser shall promptly restore the Property to substantially the same condition which existed prior to any such investigations, tests, surveys and other analyses, at Purchaser's sole cost and expense. Seller shall be entitled to have a representative present at all times while Purchaser or its representatives or agents are physically on the Property. Purchaser hereby agrees that it shall carry, and shall cause all representatives and agents of Purchaser entering the Property on behalf of Purchaser in furtherance of the right of access granted under this Agreement to carry, commercial general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000) combined single limit and providing that such coverages are primary and naming Seller as an additional insured. Prior to any entry onto the Property by Purchaser or its agents, employees, consultants or representatives, Purchaser shall provide to Seller certificates evidencing such insurance coverage. Purchaser agrees to indemnify and hold Seller harmless of and from any claim for damages or injuries arising from Purchaser's inspections of the Property; such obligations shall survive Closing or any termination of this Agreement.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is sixty (60) days after the expiration or waiver of the Due Diligence Period. Purchaser and Seller shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including, but not limited to, the Deed. As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Seller shall pay (i) the premium for the standard coverage portion of the Title Policy and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, (ii)

deed or real property transfer taxes, and (iii) one-half of Title Company's escrow fees and charges. Purchaser shall pay (i) the costs of the extended coverage portion of the Title Policy and any title insurance endorsements required by Purchaser (other than the costs of the title insurance endorsements to be provided by Seller pursuant to the first sentence of this Section 6.1), and (ii) one-half of Title Company's escrow fees and charges. Real property taxes, assessments, surface water management charges, utilities and other expenses of the Property shall be prorated as of the date of Closing with Purchaser bearing the costs of the date of Closing. All other closing costs shall be paid and allocated in accordance with the custom in the county in which the Property is located. Each party shall be responsible for its own legal, accounting and consultant fees.

7. Covenants, Representations and Warranties.

7.1. Seller's Covenants. Seller hereby covenants and agrees as follows:

(a) From the Effective Date through the Closing Date, Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property which are not terminable, without penalty, on 30 days' notice, without Purchaser's prior written consent.

(b) From the Effective Date through the Closing Date, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, or easement against the title to the Property without Purchaser's prior consent.

(c) From the Effective Date through the Closing Date, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

7.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the Effective Date and on the date of Closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below materially incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either part to the other. If this Agreement is terminated under this section, the Earnest Money Deposit shall be returned to Purchaser.

(a) Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Agreement and such other documents will have been, or will be, taken.

(b) Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

(c) Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

(d) Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

(e) To Seller's knowledge, no special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

(f) Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

(g) Seller is a Washington municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

(h) There are no Environmental Claims (as defined herein) or violations of any Environmental Laws (as defined herein) with respect to the Property. "Environmental Claims" means all claims for reimbursement or remediation expense, contribution, personal injury, property damage or damage to natural resources arising from or in connection with the presence or release of any hazardous materials over, on, in or under the Property, or the violation of any Environmental Laws with respect to the Property. "Environmental Laws" means any applicable laws regulating or relating to any hazardous materials, including, without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., (ii) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., (iii) the Federal Water Pollution Control Act, 33 U.S.C. § 2601 et seq., (iv) the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., (v) the Clean Water Act, 33 U.S.C. § 1251 et seq., (vi) the Clean Air Act, 42 U.S.C. § 7401 et seq., (vii) the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., (viii) the Safe Drinking Water Act, 42 U.S.C. § 803 et seq., (ix) the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq., (x) the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11001 et seq., (xi) the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq. (to the extent it regulates exposure to hazardous materials), and similar state and local applicable law, as amended from time to time, and all regulations, rules and guidance issued pursuant thereto.

7.3. Purchaser Covenant. Purchaser acknowledges that pole buildings are prohibited in the Northwest Advanced Clean Energy Park (formerly the North Horn Rapids Industrial Park) and agrees that Purchaser will not build pole buildings on the Property.

7.4. Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the Effective Date hereof and on the date of Closing.

(a) Purchaser has full power and authority to enter into and carry out the terms and provisions of this Agreement, and to execute and deliver all documents which are

contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken.

(b) As of the Effective Date and as of the date of Closing, neither Purchaser nor, to Purchaser's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representative or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action ("OFAC").

(c) Purchaser represents that it has sufficient funds to close this transaction.

(d) Purchaser further represents that the Property will be developed with an industrial production facility at a minimum of 40,000 square feet. Any deviation from this intended use must be authorized by the Seller in writing or be subject to Seller's Right to Repurchase as set forth in Section 11.15 below. This Agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for development of the Property for said use, nor shall this Agreement be construed as granting such approval.

8. Casualty and Condemnation.

8.1. Material Casualty or Condemnation. If prior to the Closing Date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by written notice to the other party given within two (2) business days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2) business day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchaser at Closing of all Seller's interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

8.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 8.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 8.1, neither Purchaser nor Seller shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to (i) the cost to repair that portion of the Property so damaged by insured casualty, or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

9. Purchaser's Remedies. If Seller fails without legal excuse to complete the sale of the Property in accordance with the terms of this Agreement, Purchaser may elect one of the following remedies (Purchaser hereby waiving any and all other remedies): (a) specific performance of this Agreement (provided an action thereon is commenced with thirty (30) days of Seller's failure to perform), or (b) terminate this Agreement and receive a refund of the Earnest Money Deposit.

10. Liquidated Damages. IN THE EVENT OF DEFAULT BY PURCHASER IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, SELLER SHALL HAVE THE RIGHT, AS ITS SOLE AND EXCLUSIVE REMEDY FOR SUCH PURCHASER DEFAULT, TO TERMINATE THIS AGREEMENT FORTHWITH AND WITHOUT FURTHER OBLIGATION TO PURCHASER, AND TO KEEP THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES, AT WHICH POINT SELLER AND PURCHASER SHALL HAVE NO FURTHER RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT EXCEPT THOSE WHICH EXPRESSLY SURVIVE SUCH TERMINATION. PURCHASER AGREES THAT IT IS DIFFICULT TO ASSESS THE AMOUNT OF DAMAGES INCURRED BY THE SELLER IN THE EVENT OF A DEFAULT BY THE PURCHASER. AS OF THE ENTRY OF THIS CONTRACT, THE AMOUNT OF THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES.

11. Miscellaneous.

11.1. WAIVER OF FORM 17. PURCHASER AND SELLER AGREE AND ACKNOWLEDGE THAT THE PROPERTY CONSTITUTES "COMMERCIAL REAL ESTATE" AS DEFINED IN REVISED CODE OF WASHINGTON ("RCW") SECTION 64.06.005. PURCHASER HEREBY WAIVES RECEIPT OF A SELLER DISCLOSURE STATEMENT REQUIRED UNDER RCW 64.06 FOR TRANSACTIONS INVOLVING THE SALE OF COMMERCIAL REAL ESTATE EXCEPT FOR THE SECTION OF THE STATEMENT ENTITLED "ENVIRONMENTAL". THE DISCLOSURE STATEMENT WITH THE "ENVIRONMENTAL" SECTION COMPLETED BY SELLER IS ATTACHED HERETO AS EXHIBIT B (THE "DISCLOSURE STATEMENT"). NOTHING CONTAINED IN THIS SECTION SHALL BE DEEMED OR CONSTRUED AS PURCHASER HAVING WAIVED ANY RIGHTS OR REMEDIES (OR TERMINATION OR OTHERWISE) PROVIDED IN THIS AGREEMENT.

11.2. Further Assurances. From the date of this Agreement until the Closing or termination of this Agreement, Seller and Purchaser shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate the transaction contemplated in this Agreement, including, without limitation: (a) obtaining all necessary consents, approvals and authorizations required to be obtained from any governmental authority (including Seller) or other person under this Agreement or applicable law; and (b) effecting all registrations and filings required under this Agreement or applicable law. After the Closing, Seller and Purchaser shall use commercially reasonable efforts (at no cost or expense to such party, other than any de minimis cost or expense or any cost or expense which the requesting party agrees in writing to reimburse) to further effect the transaction contemplated in this Agreement; provided, however, that this Section 11.2 shall not apply to any

permit approval issued by Seller in its regulatory capacity. This Section 11.2 shall survive the Closing.

11.3. Finder's Fee. Purchaser and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this section shall survive the closing.

11.4. Time of the Essence. Time is of the essence of every provision of this Agreement.

11.5. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

If to Seller: City of Richland
Attn: Economic Development Office
625 Swift Blvd., MS-18
Richland, Washington 99352
Phone: (509) 942-7583

If to Purchaser: Cenate
Attn: Pedro Garcia Cruz, Senior Project Manager
(+47) 901 62 301
pc@cenate.com

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

11.6. Assignments and Successors. Purchaser may not assign this Agreement without Seller's written consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

11.7. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

11.8. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

11.9. Binding Effect. Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between Purchaser and Seller only upon its execution by an authorized representative of each such party.

11.10. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase and Sale Agreement or any amendment or exhibits hereto.

11.11. Counterparts. Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, including by portable document format (.pdf), each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

11.12. Time. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, "business day" refers to any day which is not a Saturday, Sunday or a holiday in the State of Washington. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

11.13. Merger. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the Closing.

11.14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

11.15. Right to Repurchase. This Property is being sold to Purchaser in anticipation of a development of an industrial production facility at a minimum of 40,000 square feet, subject to the following:

(a) If Purchaser fails to submit an application to Seller for approval of building plans within eight (8) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

(b) If Purchaser fails to initiate construction of structures, as authorized by the issuance of a building permit, within eighteen (18) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

(c) The rights of Seller set forth in Sections 11.15(a) and (b) are referred to in this Agreement as the "Right to Repurchase."

(d) Seller shall reclaim the Property by refunding, without interest, the original Purchase Price identified herein for the Property.

(e) Purchaser and Seller shall each pay for one half of the closing costs related to Seller's repurchase of the Property. Other than closing costs, Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey fee title to Seller within sixty (60) days of receipt of notification of Seller's election to exercise its Right to Repurchase.

(f) This Right to Repurchase is exclusive to Seller and shall be exercised at Seller's sole discretion. This Right to Repurchase shall survive thirty-sixty months (36) months after Closing or until such time as vertical construction commences, whichever is earlier.

(g) Seller shall be under no obligation to exercise this Right to Repurchase. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchaser to any third party within the thirty-six (36) month Right to Repurchase period, which shall be given in Seller's sole discretion. This Right to Repurchase right shall survive Closing and the delivery of the Deed.

(h) Seller and Purchaser agree to execute a Memorandum of Repurchase Right to evidence Seller's Right to Repurchase, which Memorandum of Repurchase Right may be recorded by Seller in the real property records of Benton County, Washington. If the Memorandum of Repurchase Right is recorded, Seller and Purchaser agree to execute a Termination of Repurchase Right upon the expiration of the Repurchase Right Survival Period.

[Signature Page to Follow]

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the date shown below its signature, and Seller has accepted on the date shown below its signature.

CITY OF RICHLAND – SELLER

CENATE – PURCHASER

By: Jon Amundson, ICMA-CM
City Manager

By:
Its:

Date

Date

APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

[illegible]

**LEGAL DESCRIPTION
PARCEL SEGREGATION**

THAT PORTION OF SECTION 16, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 16;

THENCE SOUTH 88°19'59" WEST 747.91 FEET ALONG THE NORTH LINE OF SAID SECTION 16 TO ANGLE POINT NUMBER 13 OF TRACT 37 OF BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY ACCEPTED FEBRUARY 6, 2018;

THENCE SOUTH 0°00'36" EAST 934.51 FEET ALONG THE WEST LINE OF SAID TRACT 37 TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 0°00'36" EAST 1097.51 FEET ALONG SAID WEST LINE TO ANGLE POINT NUMBER 12 OF SAID TRACT 37;

THENCE SOUTH 89°59'43" EAST 823.01 FEET ALONG THE BOUNDARY OF SAID TRACT 37 TO ANGLE POINT NUMBER 11 THEREOF;

THENCE SOUTH 1°03'43" EAST 503.20 FEET ALONG THE BOUNDARY OF SAID TRACT 37 TO ANGLE POINT 10 THEREOF;

THENCE NORTH 89°44'16" EAST 789.48 FEET ALONG THE SOUTH LINE OF SAID TRACT 37;

THENCE NORTH 0°12'17" WEST 1602.39 FEET PARALLEL WITH AND 100.00 FEET WESTERLY OF THE BOUNDARY OF SAID TRACT 37 BETWEEN ANGLE POINTS 9 AND 8;

THENCE SOUTH 89°48'43" WEST 1616.29 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 50.00 ACRES, MORE OR LESS.



8-22-23

Exhibit B
Statutory Disclosure Statement (Environmental)

☐ ☐	☐ Don't know	*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
Yes No		
☐ ☐	☐ Don't know	*B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
Yes No		
☐ ☐	☐ Don't know	*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
Yes No		
☐ ☐	☐ Don't know	*D. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
Yes No		
☐ ☐	☐ Don't know	*E. Is there any soil or groundwater contamination?
Yes No		
☐ ☐	☐ Don't know	*F. Has the property been used as a legal or illegal dumping site?
Yes No		
☐ ☐	☐ Don't know	*G. Has the property been used as an illegal drug manufacturing site?
Yes No		

DRAFT

SITE MAP: CENATE



USDOE HAMMER TRAINING FACILITY

NORTHWEST ADVANCED
CLEAN ENERGY PARK

CENATE
50 ACRES
(2694 HORN RAPIDS ROAD)

HORN RAPIDS ROAD

KINGSGATE WAY

FRAMATOME

ATI

Logston

Battelle

Private

rapids





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Resolution No. 2023-158, Authorizing a Consultant Agreement with PBS Engineering and Environmental Inc. for the Safe Routes to School Study

Department/Office
Public Works

Ordinance/Resolution Number:
2023-158

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-158, authorizing the City Manager to sign and execute a consultant agreement with PBS Engineering and Environmental Inc. to perform the Safe Routes to School Study.

Summary:

The City owns and operates a public street system over which the Richland School District operates its transportation program. In addition, the Richland School District has a school walk route and transportation program within Richland city limits.

The Richland School District and the City have executed an interlocal agreement, authorized by Resolution No. 2023-152, to jointly share in the completion of a Safe Routes to School Study. The Richland Safe Routes to School Study (the "Study") will create a prioritized list of pedestrian and bicycle safety improvement projects that, when implemented, will contribute toward achievement of the City's goals to reduce traffic-related injuries and fatalities, and the Richland School District's objectives for student health and safety. The City and the Richland School District will use the Study to guide development of future capital improvement budgets and grant applications.

Staff recommends that the best means to complete the Study is by retaining a consulting firm with experience in this type of study. A competitive Request for Qualifications (RFQ) process was conducted in accordance with the City's purchasing policies to solicit the services of a qualified engineering firm to conduct the Study. PBS Engineering and Environmental Inc. was selected as the most qualified consultant to complete the Study by a team consisting of City and Richland School District staff. A scope of work and budget have been negotiated with PBS Engineering and Environmental Inc. that provides the City and the Richland School District with the needed services at a good value.

The City's best interests are served by executing a consultant agreement with PBS Engineering and Environmental Inc. to procure planning and engineering services for the Safe Routes to School Study.

Staff recommends adoption of Resolution No. 2023-158.

Fiscal Impact:

The proposed consultant agreement has a maximum compensation of \$100,000. Pursuant to Contract No. 402-23 between the City and the Richland School District, each party will pay 50% of the cost of the Study. The 2023 Streets Administration Operating Budget has adequate funding for the City's 50% share through an approved expanded program allotting \$50,000.

Attachments:

1. Resolution No. 2023-158
2. Proposed Agreement with PBS Engineering for Safe Routes School Study

RESOLUTION NO. 2023-158

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING A CONSULTANT AGREEMENT WITH PBS ENGINEERING AND ENVIRONMENTAL INC. FOR THE SAFE ROUTES TO SCHOOL STUDY.

WHEREAS, the Richland School District (“School District”) has a school walk route and transportation program within Richland city limits; and

WHEREAS, the City owns and operates a public street system over which the School District operates its transportation program; and

WHEREAS, on October 3, 2023, Richland City Council approved Resolution No. 2023-152, authorizing an interlocal agreement between the Richland School District and the City of Richland to jointly share in the evaluation, planning, and cost of a Safe Routes to School Study (the “Study”); and

WHEREAS, the Study will aid in future capital project development and grant-seeking opportunities to achieve the goals of the City’s commitment to Vision Zero and the School District’s objectives for student health and safety; and

WHEREAS, the City’s 2023-2028 budget includes funding for the Study; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted in accordance with the City’s purchasing policies to solicit the services of a qualified engineering firm to conduct the Study; and

WHEREAS, the City received four (4) responses to the RFQ; and

WHEREAS, PBS Engineering and Environmental Inc. was selected by a team consisting of City and School District staff as the most qualified consultant to complete the Study; and

WHEREAS, a scope of work and budget have been negotiated with PBS Engineering and Environmental Inc. that provides the City and School District with the needed services at a good value; and

WHEREAS, the City’s best interests are served by executing a consultant agreement with PBS Engineering and Environmental Inc. to procure planning and engineering services for the Safe Routes to School Study.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with PBS Engineering and Environmental Inc. to perform the Safe Routes to School Study.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of November, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Toni Fulton, Acting Deputy City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Richland Safe Routes to School Study

This Agreement is entered into this _____ day of November, 2023 (“Effective Date”) by and between the **City of Richland** (“**City**”), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **PBS Engineering and Environmental, Inc.** (“**Consultant**”), a Washington for-profit corporation with service at 400 Bradley Boulevard, Suite 106, Richland, WA 99352. **City** and **Consultant** are referred to individually herein as a “Party” and collectively herein as the “Parties.”

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. RFQ 23-0086
 4. ☒ Exhibit B: Solicitation No. RFQ 23-0086 proposal response submitted by Consultant dated September 6, 2023.
 5. ☐ Additional Documents – N/A.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by August 31, 2024.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on August 31, 2024.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **One hundred thousand dollars and no cents (\$100,000.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are

independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.

- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs" which can be found at:

www.sam.gov and <https://secure.lni.wa.gov/verify/>

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be

primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION / HOLD HARMLESS

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland

625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710

Contact Name: Jason Mattox, PE
Name of Firm: PBS Engineering and Environmental,
Inc.

Address: 400 Bradley Blvd, Suite 106
Address: Richland, WA 99352
Email: Jason.mattox@pbsusa.com
Phone Number: (509) 942-1600

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. CHANGE IN LAW

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after

commencing negotiation, then this Agreement may be terminated by either Party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

The City may desire to have Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

26. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity or party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

27. COUNTERPART ORIGINALS

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

(Signature page to follow)

Draft

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

Draft

EXHIBIT A: Detailed Scope of Work

Exhibit A to follow

Draft



City of Richland, Washington

Scope of Work: Safe Routes to School Study

Transportation Planning

City of Richland RFQ #23-0086

PBS Engineering and Environmental Inc. (PBS) and KTUA consultant team (Consultant) have been selected by the City of Richland (City) to perform transportation planning, conceptual design, cost estimating, public involvement, and grant application preparation for the Richland Safe Routes to School Study (SRTS). Concurrently, the Benton Franklin Council of Government (BFCOG) is developing SRTS maps for cities in the Tri-Cities area, including Richland, Washington. Professional services will include project management, data collection, stakeholder meetings, community outreach, data analysis, school walking audits, recommendations of implementation, preparation of a SRTS plan, and preparation of grant applications.

The project team currently includes:

- PBS Engineering and Environmental
- KTUA – transportation planning and geographic information system (GIS)

The SRTS will take the planning process through the submission of Washington Safe Routes to School grant applications. Preliminary design services can be provided for projects that receive funding but are excluded in the scope of work.

I. Project Description and Background

The Richland School District (District) has 11 elementary schools, 4 middle schools, 2 high schools, and 5 choice schools. All the elementary schools have an SRTS plan (maps) as required by state law.

The City and District have partnered together to fund the SRTS study. The primary goal of the study is to produce a prioritized list of solutions and projects that will improve the safety and mobility of children that walk and/or bike to school. This work will be used in support of future budget development and grant-seeking efforts of both agencies, including the 2024 SRTS call for projects conducted by the Washington State Department of Transportation (WSDOT).

BFCOG's development of SRTS maps is well underway, and it has maps prepared for all schools in the City. It is preparing to distribute the maps to each school for comments. After consultation with the BFCOG staff, the scope of work will utilize its efforts to make best use of the budget and schedule.

II. Project Assumptions

- The project will start in November 2023.
- The BFCOG SRTS efforts will be used for the following information:
 - Initial stakeholder engagement
 - Community outreach via a public survey, attending community events (Richland Farmers Market), Walk and Roll event
 - School comments on the draft SRTS maps sent to each school
 - Level of stress calculations on SRTS roadways
- The SRTS grants are due June 6, 2024.

- All schools in the District have draft SRTS maps.
- SRTS maps are not required for middle or high schools.
- City will convene meeting(s) with stakeholders that possibly include representatives of the City Fire, Police, Public Works departments and the District.
- All meetings are virtual via Microsoft Teams software. Any in-person meetings will be expensed at current government travel reimbursement rates.
- Other impromptu, 30-minute meetings, including preparation and follow-up, will be needed, for a total of 15 hours.
- Technical memos are assumed to be two to four pages of narrative with supporting documentation and analysis. The format of the memos are background/introduction, evaluation/data, and findings. Five technical memo's will be prepared.
- Only one round of review will be necessary for each technical memo. The memos will be submitted as a draft for stakeholder review and revised and submitted as final.
- Data collection and analysis will primarily focus on the collector and arterial roadways used as SRTS.
- The data collection, analysis, recommendations and reports will be for eleven roadways no more than 1,000 feet long each.
- The report will result in five projects no longer than 1,000 feet and three systemic projects.
- The SRTS plan is intended for a five to ten year plan of improvements.

III. Quality Control Plan

The quality control plan throughout the project will include multiple reviews of the deliverables. The project manager will review all documents to ensure they are technically correct and meet the scope of work. The Consultant's editors will review documents to eliminate writing errors. The stakeholders will be given an opportunity to review draft documents and comment both in writing and at a meeting prior to the Consultant submitting the final document.

IV. Scope of Work

Task 1: Project Management and Administration

PBS shall oversee project tasks and coordinate with City representatives to manage the scope, schedule, and budget for the scope of work through June 2024. The project is assumed to take up to nine months to complete.

Subtask 1.1: Contract Administration, Invoicing, and Progress Reports

- PBS will prepare and submit 10 monthly invoices. Each invoice will include a Contract Summary Report with the date period covered by invoice and number of hours worked during the billing period with billing rates shown; percent complete for fixed fee distribution and expenses; total cost for labor, fee, and expenses for the billing period; subconsultants fees for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
- PBS will supplement invoices to meet the City's invoice requirements as needed.
- PBS will maintain required contract documentation for 12 months of project delivery and provide copies of project files and records to the City for audits and public information requests. Final documents shall be provided in electronic format as requested.

Subtask 1.2: Meetings

This item includes the coordination and meetings necessary to successfully complete the project.

- Five 60-minute coordination meetings with the project teams. The following topics will be covered in the nine meetings:
 - One kick-off meeting with City, District staff and two Consultant team staff in November 2023 and stakeholders
 - One meeting with a parent group with up to two Consultant team staff to review the goals methods, and seek input on the proposed walk routes in January 2024 .
 - One meet with City staff and two Consultant team staff to review the draft recommendations in March 2024.
 - One meeting with a parent group and Consultant team staff after submitting the draft recommendations for implementation in March 2024.
 - One meeting with City staff and two Consultant team staff after preparing the grant applications in May 2024
- Throughout the life of the project, team meetings will be needed for questions and answers with City staff and the Consultant (team). Approximately 10 team meetings will be kept to 30 minutes, with 30 minutes of preparation and 30 minutes of follow-up, for a total of 15 hours.

Subtask 1.3: Management, Coordination, and Direction

- The Consultant shall provide management, coordination, and direction to the project team to complete the project on time and within budget. The City and District shall foster a partnership approach with all stakeholders in the project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products.
- PBS will prepare and provide one study schedule update as circumstances require or as requested by City. The schedule update shall identify Consultant tasks and items provided by the City.
- The Consultant shall coordinate Consultant subtasks and activities with the City.

Assumptions

Task 1 is based upon the following assumptions:

- The work will be complete with the submission of the SRTS grant applications in June 2024.
- Five coordination virtual meetings will be necessary.
- Ten impromptu team meeting time.

Deliverables

- Monthly invoices, contract summary reports, and Richland invoice supplement information as needed
- Project documentation, upon request
- Meeting agendas and meeting summaries
- Study submittal comment review and response log
- Project schedule and one update

- Summary notes submitted via email, as needed, based on coordination efforts

Task 2: Data Collection

The Consultant will review proposed school walk routes, crossings, pedestrian and bicycle use data, and other relevant safety data within 1 mile of elementary schools and 1.5 miles of middle schools and high schools.

Subtask 2.1: Review of Proposed SRTS Maps

The BFCOG has developed SRTS maps for elementary schools in Richland. The Consultant will review each with an eye toward applying best practices and identifying possible improvements. The review will be done via aerial photography.

Subtask 2.2: Collision Data Analysis and GIS Mapping

The Consultant will use the City of Richland Comprehensive Safety Action Plan 2023 (City Safety Plan) to evaluate the proposed SRTS maps for pedestrian and bicycle risk. If budget allows, additional crash data will be used as needed, but we assume the 2023 City Safety Plan has identified the pedestrian and bicycle risk factors with no recent changes.

GIS will be used to evaluate proposed SRTS maps and available transportation data such as roadway classification, speed limits, crash data, and roadway volume.

Subtask 2.3: Big Data Output of Walking/Biking Activity Using Replica

The Consultant proposes to make use of technology by using big data. Big data refers to data sets that are too large or complex to be analyzed using traditional software. Activity-based travel models allow transportation professionals to explore new questions about how a city's infrastructure is used and how it could be used better.

Subtask 2.4: Technical Memo

PBS will prepare a draft technical memo, circulate it for City review, and update and finalize the technical memo.

Assumptions

Task 2 is based upon the following assumptions:

- Data will be collected and analyzed within 1 mile of each elementary school
- The City's Safety Plan will be used to establish crash risk within the walking distance to each school.
- Desktop data is readily available. No new data will be necessary.
- A request for Replica data will be necessary two times.
- Replica data will be used to assess pedestrian activity on walking routes.
- No pedestrian counts will be collected.
- The City will supply traffic counts and speed survey data.
-

Deliverables

- Draft and final technical memos summarizing the data set.
- Technical appendices supporting the technical memo's findings and recommendations

Task 3: Stakeholder Outreach

The Stakeholder Outreach includes the City's Comprehensive Safety Action Committee (CSAC) and District staff. The City will convene the kick-off meeting with the stakeholders.

CSAC Meetings

To supplement the City and District's feedback on safety and accessibility concerns, the Consultant proposes involving the CSAC formally used for the City Safety Plan.

Assumptions

Task 3 is based upon the following assumptions:

- Consultant can use the BFCOG regional parent and student survey.
- The City will convene meetings with CSAC and District.
- One-hour meeting (one of five meetings) with the stakeholders to provide input SRTS plan.

Deliverables

- Agendas, meeting notifications, and meeting summaries

Task 4: Community Outreach

BFCOG has completed comprehensive community outreach. This has included a community survey of school transportation alternatives and barriers, attending Richland Farmers Market over the summer, and facilitating a school walk and roll event. It received over 200 comments from the regional community with many from Richland. Further outreach should be used to inform the school community of recommended SRTS improvements.

Subtask 4.1: Parent Group Outreach

Working with BFCG, establish a connection with Richland Parent-Teacher Association (PTA) Council. This would include:

- Presenting project goals and reviewing proposed SRTS maps
- Sharing recommendations for public improvements

Subtask 4.2: Technical Memo

PBS will prepare a draft technical memo, circulate it to stakeholders for review, and update and finalize the technical memo.

Assumptions

Task 4 is based upon the following assumptions:

- One-hour meetings (two of five meetings) with the stakeholders to review community outreach results.

Deliverables

- Prepare project information related to public improvements on the SRTS and recommendations for review by parent groups..
- PBS will prepare technical memo summarizing the community comments.

Task 5: Data Analysis

The Consultant will analyze relevant data collected in Task 2 to understand the existing conditions around the schools in the study area. Any infrastructure data, such as existing and previously proposed bikeways, sidewalks, and intersection improvements, will be reviewed. Eleven roadways will be analyzed with no more than 1,000 feet each

Subtask 5.1: Identify Gaps

The Consultant will analyze all safety and risk issues around five elementary schools in the study area, utilizing data and studies from Richland's safety plan. The Consultant will use aerial imagery to identify gaps in existing school walk routes. Our proposal includes the area within 1 mile of the elementary schools.

Subtask 5.2: Risk Factors

The traditional style of data analysis was limited to a reactive approach. The new approach looks at potential risk factors. It carefully studies the existing infrastructure to not only identify where crashes are occurring, but to also identify what types of infrastructure and built environment (such as, but not limited to, land use, intersection traffic control device, and number of travel lanes) increase the risk of crashes. Much of this work has been done in the City Safety Plan, and the most current pedestrian and bicycle crash data may be included to verify risk factors. The Consultant will build up this report with additional data including big data from Replica. Replica software can help build an understanding of the relationship between risk factors, pedestrian and bike activity, and existing infrastructure.

Subtask 5.3: Systemic Issues

Identification of risk factors leads into evaluation of low-cost, near-term safety improvement solutions that can be implemented over a wide area of Richland. Other systemic safety improvements to consider include standardizing school zone signing and striping, school speed limit zoning limit and hardware, as well as street lighting on analyzed streets in school zones.

Subtask 5.4: Spot Location Issues

The BFCOG prepared level of traffic stress (LTS) analysis will be reviewed on analyzed street and roadway crossing will be reviewed based on City guidance.

Crossing enhancements will be evaluated at uncontrolled collector and arterial roadways to verify a crosswalk is not putting pedestrians at higher risk.

Subtask 5.5: Technical Memo

PBS will prepare a draft technical memo, circulate it to the City for review, and update and finalize the technical memo.

Assumptions

Task 5 is based upon the following assumptions:

- There will be one-hour meetings (one of five meetings) with the City to review the data analysis results.
- The data necessary for the BFCOG LTS analysis is readily available.
- The City accepts the analysis process.
- Spot location analysis is limited to collectors and arterials.
- The analysis will be prepared for a maximum of eleven roadways, each no more than 1,000 feet long.

Deliverables

- Draft and final technical memos summarizing the data analysis.
- Technical appendices supporting the tech memo's findings and recommendations.

Task 6: Perform School Walk Audits

The Consultant proposes conducting walk and bike audits based on the risk assessment, available budget, and stakeholders' input. Two levels of walk audit are proposed. BFCOG will circulate the proposed SRTS maps to each school for principals and their para-educators (paras) to evaluate. The Consultant will prepare an engineering walk audit.

Subtask 6.1: Engineering Walk Audit

Engineering walking audits include a Consultant staff field review of high-priority locations to collect existing conditions such as sight distance, Americans with Disabilities Act (ADA) compliance, missing sidewalk segments, street lighting, school zone signing, school speed limit zones, and roadway crossing conditions. The walk routes will be evaluated first by aerial photograph. Walk audits will be conducted on arterial roadways and high-pedestrian volume locations.

Subtask 6.2: Technical Memo

PBS will prepare a draft technical memo that will summarize information collected via the walk audits from both the schools and Consultant. The draft memo will be circulated to staff for review.

Assumptions

Task 6 is based upon the following assumptions:

- The schools will be enabled and encouraged by BFCOG to prepare their own audit.
- BFCOG is responsible for the school's walk audit.
- Engineering walking audits will only be conducted for high-priority locations.
- The SRTS will be evaluated by aerials and followed up with site visits.
- Walking audits conducted on a maximum of eleven roadways, each no more than 1,000 feet long.

Deliverables

- Draft and final technical memos summarizing the audit
- Technical appendices supporting the tech memo's findings and recommendations.

Task 7: Recommendations for Implementation

Based on input from stakeholder and community outreach efforts, data collection and analysis, and roadway audits, the Consultant will provide a set of ranked and prioritized recommendations to implement safety improvements while increasing pedestrian and bicycle activity traveling to and from school.

Subtask 7.1: Recommendations

Recommendations will use an objective, data-driven process to both prioritize and rank projects based on the previously completed analysis and community goals. To maintain trust with the community, the ranking will start with data analysis to build a project list and be refined based grant funding ranking criteria used for funding SRTS improvements. The intent is to maximize the City's success in grant approval to build meaningful public improvements.

We recommend an inclusive process that puts a higher priority on locations on Washington Environmental Health Disparity Maps prepared by the Washington Department of Health. Improvements near schools that serve higher risk students should rank higher and be prioritized due to higher likelihood of unsupervised pedestrian activity.

Subtask 7.2: Scoping

Recommendations will be further broken down into systemwide improvements (systemic), roadway improvements, and crossing improvements. In some cases, the recommendations may include additional planning efforts, such as more in-depth analysis of reoccurring problems that need to be tracked over time.

- Systemic improvements may include upgrading and school zone speed sign assembly in the vicinity of many schools. These improvements typically are low cost and can be implemented on a short schedule.
- Roadway improvements may involve sidewalk infill or protected bike lanes. Often these improvements can be more expensive based on the length of the improvements or the conditions of the roadway.
- Pedestrian crossing enhancements such as rectangular rapid flashing beacons (RRFB) are typical spot improvements that would be included in the scoping of a project.

The scoping will be illustrated in an approximate 10% design format with a figure showing the roadway with the location and description of the improvements. See attached example of a 10% design.

Subtask 7.3: Estimating

Each recommendation will need a cost estimate for a 10% design.

Subtask 7.4: Technical Memo

Prepare a draft technical memo, circulate it for parent group to review, and update and finalize the technical memo.

Assumptions

Task 7 is based upon the following assumptions:

- One-hour meetings (one of five meetings) with the parent group to review the recommendations.
- Scoping will be based on an 10%, conceptual design.
- Estimates will be based on an 10%, conceptual design.
- Recommended improvements will be based on five roadways.
- Three systemic improvements will be recommended.

Deliverables

- Draft and final technical memos summarizing the recommendations.
- Technical appendices supporting the tech memo's findings and recommendations.

Task 8: Safe Routes to School Plan

Subtask 8.1: Draft Routes to School Plan

The Consultant will prepare a draft SRTS Plan that will provide clear direction forward. We propose a short document (10 to 20 pages) without long narratives that will utilize graphics and tables that provide understandable and accessible information for both the technical staff and nontechnical stakeholders. The SRTS Plan will summarize each technical memo and provide them as an appendix. The primary focus of the

plan is the project list with recommendations on implementations. The SRTS Plan is intended as five to ten year plan.

Subtask 8.2: Final Routes to School Plan

After review by stakeholders, the Consultant will revise and finalize SRTS Plan documents.

Assumptions

Task 8 is based upon the following assumptions:

- The SRTS Plan document will include an introduction, summary of the technical memos, and recommendations for SRTS improvements.

Deliverables

- Draft and final SRTS Plan documents with recommended SRTS projects.

Task 9: Grant Applications

Subtask 9.1: Draft Grant Applications

The Consultant will prepare draft grant applications for the WSDOT 2024 SRTS call projects. The applications will be competitive based the data-driven analysis, community input, and PBS' success on past applications. Not all high-ranking projects will be good candidates for the WSDOT 2024 SRTS grants. Many will need to be funded in other ways, such as larger capital improvement projects, development improvements, or City funding, but the Consultant will utilize the grant ranking criteria to make sure it is covered in depth throughout the entire process.

Subtask 9.2: Final Grant Applications

After review by staff, the Consultant will revise and finalize the grant applications.

Assumptions

Task 9 is based upon the following assumptions:

- Five 2024 grant applications suitable for submittal will be prepared.
- Staff will provide supporting vicinity maps and cross-section exhibits as needed.

Deliverables

- Five draft and final grant applications with supporting information.

Corridor Concept B

De La Cruz Boulevard and Coleman Avenue Bike Planning Project



City of
Santa Clara



September 2023

Kimley»Horn

Concept B

Richland Washington Safe Route To School
Propoal Budget

Richland Washington Safe Route To School Propoal Budget						PBS Engineering and Environmental																					KTUA				SUBs Total	Total Budget Amount				
						(Engineering/Management)																					Principal I	Sr Associate II	Sr Drsigner II	Planner/ Designer						
						Eng-Prncpl	Eng- VIII	Eng-VI	Eng-V	Eng-IV	Eng-III	Eng-II	Eng I	Eng Intern	Des Tech	Survey VII	Survey VI	Survey IV	Survey III	Survey 2-	OAS Opera	PL VII	LS/PL V	OAS Opera	PI Manager								PI II	Graphic Artist	GIS Analysis II	Proje ct
Task and Description	Eng-Prncpl	Eng- VIII	Eng-VI	Eng-V	Eng-IV	Eng-III	Eng-II	Eng I	Eng Intern	Des Tech	Survey VII	Survey VI	Survey IV	Survey III	Survey 2-	OAS Opera	PL VII	LS/PL V	OAS Opera	PI Manager	PI II	Graphic Artist	GIS Analysis II	Proje ct	CAD I	Writer /	Admin II	Expen se	Total	\$ 190.00	\$ 175.00	\$ 125.00	\$ 105.00	Total		
Task 1 - Project Management and Administration																												\$20,436.00						\$9,015.00	\$29,451.00	
Subtask 1.1 Contract Administration, Invoicing, and Progress Reports					18.00																					12.00		4,464.00						0.00	\$4,464.00	
Subtask 1.2 Meetings					30.00		15.00													8.00								8,980.00	3.00	30.00			5,820.00	\$14,800.00		
Subtask 1.3 Management, Coordination and Direction	2.00		28.00		4.00																							6,992.00	3.00	15.00			3,195.00	\$10,187.00		
																																	0.00			
Task 2 -Data Collection																												\$6,772.00						\$6,730.00	\$13,502.00	
Subtask 2.1: Review of proposed SRTS Maps					2.00		8.00																					1,572.00						0.00	\$1,572.00	
Subtask 2.2: Collision Data Analysis and GIS Mapping					2.00		2.00																8.00					1,700.00						0.00	\$1,700.00	
Subtask 2.3: Desktop Evaluation of Roadway Conditions					2.00		8.00																					1,572.00						0.00	\$1,572.00	
Subtask 2.4: Big Data Output of Walking/Biking Activity Using Replica					2.00																							356.00	3.00	18.00	14.00	12.00	6,730.00	\$7,086.00		
Subtask 2.5: Technical Memo					2.00		8.00																					1,572.00						0.00	\$1,572.00	
																												0.00						0.00	\$0.00	
Task 3: Stakeholder Outreach																												\$0.00						\$0.00	\$0.00	
Subtask 3.1: Public Involvement Plan																												0.00						0.00	\$0.00	
Subtask 3.2: Stakeholder outreach																												0.00						0.00	\$0.00	
																												0.00						0.00	\$0.00	
Task 4: Community Outreach																												\$6,246.00						\$0.00	\$6,246.00	
Subtask 4.1: Parent Group Outreach					2.00															8.00	8.00	8.00						3,556.00						0.00	\$3,556.00	
					2.00																							356.00						0.00	\$356.00	
Subtask 4.2: Technical Memo					2.00		4.00													4.00	2.00	4.00						2,334.00						0.00	\$2,334.00	
																												0.00						0.00	\$0.00	
Task 5: Data Analysis																												1,750.00						\$11,340.00	\$13,090.00	
Subtask 5.1: Identify Gaps					1.00																							178.00	1.00	4.00	8.00	8.00	2,730.00	\$2,908.00		
Subtask 5.2: Risk Factors																												0.00	1.00	4.00	8.00	8.00	2,730.00	\$2,730.00		
Subtask 5.3: Systemic Issues																												0.00	1.00	4.00	8.00	8.00	2,730.00	\$2,730.00		
Subtask 5.4: Spot Location Issues																												0.00	1.00	4.00	8.00	12.00	3,150.00	\$3,150.00		
Subtask 5.5: Technical Memo					2.00		8.00																					1,572.00						0.00	\$1,572.00	
																												0.00						0.00	\$0.00	
Task 6: Perform School Walk Audits																												6,644.00						\$1,050.00	\$7,694.00	
Subtask 6.1: Engineering Walk Audit					8.00		24.00																					5,072.00		6.00			1,050.00	\$6,122.00		
Subtask 6.2: Technical Memo					2.00		8.00																					1,572.00						0.00	\$1,572.00	
																												0.00						0.00	\$0.00	
Task 7 Recommendations for Implementation																												\$10,708.00						\$4,920.00	\$15,628.00	
Subtask 7.1: Recommendations					8.00																								1,424.00	4.00	8.00	12.00	12.00	4,920.00	\$6,344.00	
Subtask 7.2: Scoping					8.00		16.00																						3,856.00						0.00	\$3,856.00
Subtask 7.3: Estimating					8.00		16.00																						3,856.00						0.00	\$3,856.00
Subtask 7.4: Technical Memo					2.00		8.00																					1,572.00						0.00	\$1,572.00	
																												0.00						0.00	\$0.00	
Task 8: Safe Routes to School Plan																												\$5,324.00						\$1,940.00	\$7,264.00	
Subtask 8.1: Draft Routes to School Plan					4.00		20.00																						3,752.00		2.00			350.00	\$4,102.00	
Subtask 8.2: Final Routes to School Plan					2.00		8.00																					1,572.00	1.00	8.00			1,590.00	\$3,162.00		
																												0.00						0.00	\$0.00	
Task 9: Grant Applications																												\$7,000.00						\$0.00	\$7,000.00	
Subtask 9.1: Draft Grant Applications					8.00		24.00																						5,072.00						0.00	\$5,072.00
Subtask 9.2: Final Grant Applications					4.00		8.00																						1,928.00						0.00	\$1,928.00
																																		0.00	\$0.00	
Reimbursable Expenses																												\$0.00						\$0.00	\$0.00	

\$ 99,875.00



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2023-164, Establishing Richland City Council Meeting Dates for Calendar Year 2024

Department/Office
City Manager

Ordinance/Resolution Number:
2023-164

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-164, establishing Richland City Council meeting dates for calendar year 2024.

Summary:

Pursuant to RMC 1.01.011, the regular meetings of the city council shall be held the first and third Tuesday evenings of the month, commencing at the hour of 6:00 p.m., in the council chamber at Richland City Hall. In the event that the regular meeting falls on a legal holiday, then the regular meeting shall be held on the next succeeding day; provided, however, that the council, by affirmative vote of at least four members thereof, may, upon good cause being shown, not less than seven days prior thereto, reschedule a regular meeting with appropriate notice as may be provided by law.

In reviewing the anticipated council meeting dates for 2024, a conflict exists with National Night Out/City Fair that is best addressed in advance.

An affirmative vote of at least four (4) councilmembers is necessary to adopt the Richland City Council meeting dates identified in Resolution No. 2023-164 for calendar year 2024.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2023-164

RESOLUTION NO. 2023-164

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
ESTABLISHING RICHLAND CITY COUNCIL MEETING DATES
FOR CALENDAR YEAR 2024.**

WHEREAS, pursuant to RMC 1.01.011, the regular meetings of the Richland City Council shall be held on the first and third Tuesday evenings of the month, commencing at the hour of 6:00 p.m., in the Council Chamber at Richland City Hall; and

WHEREAS, RMC 1.01.011 authorizes the City Council, by affirmative vote of at least four (4) members thereof, and upon good cause being shown, to reschedule a regular meeting not less than seven days prior to with appropriate notice; and

WHEREAS, in reviewing the anticipated meeting dates in 2024, a conflict exists with National Night Out/City Fair that is best addressed in advance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the dates listed in the attached **Exhibit A** are hereby adopted as the meeting dates of the Richland City Council for calendar year 2024.

BE IT FURTHER RESOLVED that this Resolution No. 2023-164 does not limit the City Council's ability to call special meetings as authorized by Chapter 42.30 RCW or to reschedule any of the regular meetings established hereby pursuant to RMC 1.01.011.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of November, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Toni Fulton, Acting Deputy City Clerk

Heather Kintzley, City Attorney

Exhibit A to Resolution No. 2023-164

<i>Month</i>	<i>Date</i>	<i>Day of Week</i>	<i>Meeting Type</i>
January	2	Tuesday	Regular
January	16	Tuesday	Regular
January	23	Tuesday	Workshop
February	6	Tuesday	Regular
February	20	Tuesday	Regular
February	27	Tuesday	Workshop
March	5	Tuesday	Regular
March	19	Tuesday	Regular
March	26	Tuesday	Workshop
April	2	Tuesday	Regular
April	16	Tuesday	Regular
April	23	Tuesday	Workshop
May	7	Tuesday	Regular
May	21	Tuesday	Regular
May	28	Tuesday	Workshop
June	4	Tuesday	Regular
June	18	Tuesday	Regular
June	25	Tuesday	Workshop
July	2	Tuesday	Regular
July	16	Tuesday	Regular
July	23	Tuesday	Workshop
August	7	Wednesday*	Regular
August	20	Tuesday	Regular
August	27	Tuesday	Workshop
September	3	Tuesday	Regular
September	17	Tuesday	Regular
September	24	Tuesday	Workshop
October	1	Tuesday	Regular
October	15	Tuesday	Regular
October	22	Tuesday	Workshop
November	5	Tuesday	Regular
November	19	Tuesday	Regular
December	3	Tuesday	Regular
December	17	Tuesday	Regular

*NNO will be Tuesday, August 6, 2024



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-165, Authorizing a Master License Agreement with USCOC of Richland, Inc. d/b/a U.S. Cellular for Wireless Small Cell Facilities

Department/Office
City Attorney

Ordinance/Resolution Number:
2023-165

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-165, authorizing the City Manager to sign and execute a Master License Agreement with USCOC of Richland, Inc. d/b/a U.S. Cellular for wireless small cell facilities in the City of Richland.

Summary:

The City is authorized through state and federal statutes to grant and renew telecommunications franchises for the installation, operation, and maintenance of telecommunication systems. The City's authority to grant franchises for the use of its streets and other public properties is found in RCW 35A.47.040, the Richland City Charter, and Title 28 RMC, specifically Chapter 28.14. The franchise enables the City to govern usage by telecommunications operators of the City's rights-of-way.

On October 19, 2021, Richland City Council granted to USCOC of Richland, Inc. d/b/a U.S. Cellular ("U.S. Cellular") a non-exclusive telecommunications franchise small wireless facilities. U.S. Cellular desires to provide telecommunications services, and to construct, operate and maintain small wireless facilities within the City's rights-of-way, which requires a telecommunications franchise.

U.S. Cellular will install and operate small wireless facilities in city rights-of-way pursuant to the terms of its franchise agreement with the City. However, in order for U.S. Cellular to attach to City-owned poles or use the City's infrastructure (including fiber or conduit), a separate license agreement with the City is necessary. Resolution No. 2023-165 will authorize execution of a Master License Agreement to allow U.S. Cellular to utilize City-owned poles for small cell deployment. The agreement has been extensively negotiated between the parties with input from Energy Services and Public Works.

Staff recommends adoption of Resolution No. 2023-165.

Fiscal Impact:

The Master License Agreement allows the City to recover the maximum rental amount for placement on city poles, which is currently capped by federal law at \$270.00.

Attachments:

1. Resolution No. 2023-165
2. Draft Small Cell Master License - USCOC of Richland, Inc. d/b/a U.S. Cellular

RESOLUTION NO. 2023-165

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A MASTER LICENSE AGREEMENT WITH
USCOC OF RICHLAND, INC.**

WHEREAS, the City is authorized through state and federal statutes to grant and renew telecommunications franchises for the installation, operation, and maintenance of telecommunication systems; and

WHEREAS, on October 19, 2021, Richland City Council granted to USCOC of Richland, Inc. d/b/a U.S. Cellular (“U.S. Cellular”) a non-exclusive telecommunications franchise for fiber-optic cable, small wireless facilities, and other related facilities (see Ordinance No. 33-21); and

WHEREAS, U.S. Cellular desires to provide telecommunications services, and to construct, operate and maintain a telecommunications system within the City’s rights-of-way, which requires both a telecommunications franchise and separate authority to commence construction and/or locate on City-owned infrastructure; and

WHEREAS, in order for U.S. Cellular to attach to City-owned poles or use the City’s infrastructure (including fiber or conduit), a separate license agreement with the City is necessary; and

WHEREAS, the parties have extensively negotiated a Master License Agreement, with input from Energy Services and Public Works, that will allow U.S. Cellular to utilize City-owned poles for small cell deployment; and

WHEREAS, the Master License Agreement allows the City to recover the maximum rental amount for placement on City-owned poles, which is currently capped by federal law at \$270 per year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Master License Agreement with USCOC of Richland, Inc. d/b/a U.S. Cellular.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of November, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

SMALL WIRELESS COMMUNICATION FACILITIES

MASTER LICENSE AGREEMENT

between

THE CITY OF RICHLAND

and

USCOC of Richland Inc., a Washington corporation

DRAFT

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This WIRELESS COMMUNICATION FACILITIES MASTER LEASE AGREEMENT hereinafter ("Agreement") is entered into by and between the City of Richland, a municipal corporation of the state of Washington, hereinafter referred to as (the "City"), and USCOC of Richland Inc., hereinafter referred to as (the "Company").

RECITALS

WHEREAS, the City owns certain improved real property and structures, described in Exhibit A, attached hereto and incorporated herein (the "City Poles"), and

WHEREAS, the Company is engaged in the operation of small cell facilities ("Small Cell" as further defined below) and desires to license from the City, and the City is willing to license the City Poles, described in Exhibit A; and

NOW THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, and in consideration of the terms, conditions, covenants and performances contained herein, it is mutually agreed as follows.

TERMS OF LICENSE

1. Definitions.

1.1. "City Poles" means poles owned by the City in public right-of-way or public utility easements and approved for Company's Site Equipment as further described on Exhibit A. The term "City Poles" does not include real property owned by City or the fixtures located thereon or improvements there to, including but not limited to, buildings, water towers and parks.

1.2. "Governmental Approvals" includes all federal (e.g. FCC and FAA requirements), state and local permits and approvals, including the franchise and compliance with the Richland Municipal Code (RMC).

1.3. "Make-Ready Work" means the work required on or in a City Pole to create space for the Site Equipment, which may include but is not limited to replacing and/or reinforcing the existing City Pole to accommodate the Site Equipment, or rearrangement or transfer of existing Site Equipment and the facilities of other entities, including any necessary fiber connections and electrical power, as further described in Section 13.

1.4. "Site Equipment" means antennas and any associated utility or equipment box, and transmitters, receivers, radios, amplifiers, ancillary fiber-optic cables and wiring, and ancillary equipment for the transmission and reception of radio communication signals for voice and other data transmission, including the means and devices used to attach Site Equipment to City Poles, peripherals, and wiring, cabling, power feeds, and any approved signage attached or connected to the City Poles, together with ground based, pad mounted equipment cabinets and/or pedestals needed for the operation of the Site Equipment if such equipment is permitted by the RMC, and as further depicted on Exhibit B.

1.5. "Site License Addendum" means the document in the form substantially similar to Exhibit C that, when fully executed, incorporates the provisions of this Agreement and authorizes the Company to install, operate, repair, replace, and maintain the Site Equipment on City Poles identified in the specific Site License Addendum. The form of Exhibit C is for illustrative purposes only and may be modified by the City as necessary to ascertain the appropriate information to evaluate the Site Equipment on a City Pole. A Site License Addendum is required in addition to a small cell permit as required by the RMC.

1.6. "Small Cell Facility" or "Small Cell Facilities" means a "small wireless facility" as defined in 47 CFR 1.6002.

2. City Poles.

2.1. The City represents as follows:

2.1.1. it owns the City Poles and all appurtenances;

2.1.2. it is fully authorized to enter into this Agreement; and

2.1.3. the individual executing this Agreement is authorized to bind the City to the provisions contained herein.

2.1.4. The City hereby licenses to Company a portion of the City Poles, identified on Exhibit A and as approved on the Site License Addenda, the form of which is attached hereto and incorporated herein by reference, together with non-exclusive access rights to and from the City Poles, sufficient for Company's use of the City Poles as outlined in Section 11 herein. This Agreement allows Company to utilize City Poles within the present limits of the City, and as such limits may be hereafter extended through annexation.

2.2. Company's use of an individual City Pole is subject to the City's prior approval of a Site License Addendum for each City Pole.

2.3. The authority granted by this Agreement is a limited, non-exclusive authorization to occupy and use certain City Poles as approved by a Site License Addendum. Such use must also follow the Richland Municipal Code (RMC) and all other federal, state, and local laws and regulations. The provisions of this Agreement are expressly contingent upon the approval by the Richland City Council of a valid telecommunications franchise which expressly authorizes the deployment of Small Cell Facilities in the public right-of-way.

2.4. Nothing contained within this Agreement shall be construed to grant or convey any right, title, or interest in the City Poles to the Company other than for the purpose of placing and operating the Site Equipment. Further, nothing in this Agreement shall be interpreted to create or vest in Company any easement or other ownership or property interest to any City Poles, property, or rights-of-way. This Agreement shall not constitute an assignment of any of the City's ownership of or other rights to City Poles, property, or rights-of-way.

3. Allowed Use.

3.1. Company may install, operate, maintain, remove, repair and replace, at Company's sole responsibility and expense, Small Cell Facilities that are consistent with the fully executed Site License Addendum. Company shall not use the City Poles for any other purpose whatsoever without the prior written consent of the City, which consent may be withheld for any lawful reason. This Agreement does not grant Company the right or license to utilize City Poles for facilities other than Small Cell Facilities.

3.2. Company in the performance and exercise of its rights and obligations under this Agreement shall not materially or harmfully interfere in any manner with the existence and operation of any and all existing and future public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities owned by the City, cable television, location monitoring services, public safety and other existing

telecommunications equipment, utility, or municipal property, without the express written approval of the City or owners of the affected property or properties, except as permitted by applicable laws or this Agreement. However, the City agrees that to the extent it permits any other tenants, licensees, or users, to use the City Poles such third party will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with the existing industry standards to the then existing equipment of Company; provided, however that this exception shall not apply to the extent such equipment is deployed for the purpose of public health and safety. The parties acknowledge that the City does not have the expertise to determine if there is harmful interference, and that the City can rely on documentation provided by the third party that its equipment does not interfere with Company's Small Cell Facilities. Further, Company agrees that in the event of interference, the only recourse Company shall have is to request that such third party resolve the interference in a timely manner, and if such interference cannot be remedied, then request that such third party remove the interfering equipment from the City Pole.

3.3. All Site License Addenda are subject to the terms and conditions of this Agreement. Further, the Company acknowledges and agrees that as a result of the City's review of the Site License Addenda, the City may deny the installation of Site Equipment or require additional terms and/or conditions which will be stated in each Site License Addendum. The City is under no obligation to accept the installation of the Site Equipment on the City Poles if it determines, in its reasonable judgment, that the installation will interfere in any way with the City's primary use of the City Poles, or of the public right-of-way for transportation purposes, including transportation signalization or public safety, city utility, communication facilities or electrical facilities and their maintenance and operations, or the City determines that such installation would conflict with City policy as expressed by law, ordinance or regulation.

3.4. Company represents, warrants and covenants that its Site Equipment installed pursuant to this Agreement and each Site License Addendum will be utilized solely for providing the following services: the provision of any purpose or use reasonably related to operate a Small Cell Facility. Company is not authorized to and shall not use its Site Equipment to offer or provide any other services not specified herein without prior written permission from the City, and without first obtaining any other necessary permits and approvals, including but not limited to installation and operation of wires and facilities to provide backhaul transmission service to a third party or the expansion of the facility to include additional antenna, radios and other infrastructure that would eliminate concealment or transform the City Poles into a macro cell site as such terms are defined by state and federal law.

4. Effective Date.

All references in this Agreement to the "Effective Date", "the date hereof", or similar references shall refer to _____. If no date, then date of last signature.

5. Term.

The term of this Agreement shall commence as of the Effective Date and shall expire ten (10) years from effective date ("Initial Term"). This Agreement will automatically renew for up to two (2) successive five (5) year periods (each a "Renewal Term"), unless either party provides at least ninety (90) days' written notice of its intent not to renew prior to the end of the Initial Term or any Renewal Term thereafter. The Initial Term and each Renewal Term are hereinafter collectively referred to as "Term." A Site License Addendum shall not extend this Agreement; each Site License Addendum shall terminate with the expiration or termination of this Agreement, unless this Agreement is extended by mutual agreement of the parties.

6. Compensation.

6.1. Prior to execution of this Agreement, Company shall pay a one-time fee in the amount of Twenty-Five Hundred Dollars (\$2,500.00) for the administrative costs associated with preparing and processing this Agreement.

6.2. Company shall be responsible for paying an administrative fee for the processing and review of Site License Addenda by City equal to Five Hundred Dollars (\$500.00) ("Administrative Fee") to City for each City Pole requested in a Site License Addendum submitted for review and approval. The Administrative Fee shall be submitted with every Site License Addendum as a prerequisite to begin review of the Site License Addendum. Company shall have the right to amend the Site License Addendum to correct errors or provide additional information without having to pay a second Administrative Fee. Any additional costs incurred by the City in excess of the Administrative Fee shall be paid by the Company within thirty (30) days of an invoice by the City, and the City will refund any portion of the Administrative Fee to the Company within thirty (30) days of issuing or denying the Site License Addendum if the costs incurred are less than the Administrative Fee. The Administrative Fee shall increase as of January 1st of each successive year by adding an adjustment equal to three percent (3%) over the Administrative Fee paid for the immediately preceding year.

6.3. Company shall pay to the City the Rent for each Site License Addendum, in advance, on the first day of January through the Term of the Agreement, without any prior notice or demand therefor, and without deduction, offset, abatement, or setoff; provided, however, the initial Rent payment for each Site License Addendum will be paid to City within thirty (30) days after full execution of the Site License Addendum. Unless Section 6.4 applies, "Rent" shall be \$270 per year (adjusted by three percent (3%) over the Rent paid in the immediately preceding year); Rent shall be due regardless of whether Company has installed the Site Equipment on the City Pole, provided that the City has approved the Site License Addendum for the City Pole.

6.4. If the Federal Communications Commission's Declaratory Ruling published in the federal register on October 15, 2018 ("Declaratory Ruling") as it pertains to fees for the usage of City Poles is repealed, modified or overturned, in a manner which allows the City to charge additional fees beyond actual costs to the City, and there are no state or federal regulations that otherwise preempt the City's pole attachment fees, the parties agree that Rent shall increase to five hundred dollars (\$500.00) per year per Site License Addendum, adjusted annually by the increase by three percent (3%). The increase in Rent shall be due sixty (60) days after the effective date of such repeal, modification or overturning of the Declaratory Ruling, and upon notice from the City. Rent shall be due upon issuance of the Site License Addendum without proration for any partial year. Thereafter, Rent shall be due on the first day of January through the Term of the Agreement, regardless of whether Company has installed the Site Equipment. If after implementation of the New Rent, applicable federal and state laws, rules, regulations, orders or similar (collectively, "Applicable Law") are modified so that the New Rent is no longer consistent with requirements of Applicable Law ("Change of Law"), then the Parties agree to amend the Agreement to revise the New Rent consistent with such Change of Law effective as of the date the Change of Law occurred. All other terms and provisions of this Section 6 shall remain in full force and effect.

6.5. Company is responsible for acquiring and maintaining electrical service for the Site Equipment through the City's electric utility.

6.6. Rent shall be delivered or mailed to the City of Richland, 625 Swift Blvd, Richland WA 99352, unless electronic funds transfer is used. Rent payment must reference the pole location and assigned site identification number.

6.7. Receipt of any Rent or other fees by the City, with knowledge of any breach of this Agreement by Company, or of any default on the part of Company in the observance or performance of any of the conditions or covenants of this Agreement, shall not be deemed a waiver of any provision of this Agreement nor limit the City's remedies to address such breach or default.

6.8. If after the end of the Initial Term or any Renewal Term, as the case may be, Company continues to maintain of Site Equipment on the City Poles without entering into a new license with City, and/or City has not provided written notice to Company that the Agreement will not be renewed, Company shall become a tenant whose occupancy may be terminated upon thirty (30) days written notice. Company shall pay Rent during the hold over period for all Site License Addenda in the amount of One Hundred-Fifty percent (150%) of the annual Rent (the "Holdover Rate").

6.9. If any sums payable to City under this Agreement are not received by the City on or before the fifteenth (15th) day following its due date, Company agrees to pay interest compounded at the rate of one percent (1%) per month from the due. Where a check is returned to the City by a bank or other financial institution with the indication that the check cannot be honored, there shall be a fee assessed to Company based on the current statutory maximum allowed. City and Company agree that such charges represent a fair and reasonable estimate of the costs incurred by City by reason of late payments and uncollectible checks, and the failure by Company to pay any such charges by no later than thirty (30) days after Company's receipt of written demand therefore by City shall be a default under this Agreement. City's acceptance of less than the full amount of any payment due from Company shall not be deemed an accord and satisfaction, waiver, or compromise of such payment unless specifically agreed to in writing by City.

6.10. City hereby agrees to provide to Company certain documentation (the "Rental Documentation") evidencing City's interest in, and right to receive payments under this Agreement, including a complete and fully executed Internal Revenue Service Form W-9, or equivalent, for any party to whom rental payments are to be made pursuant to this Agreement. From time to time during the Term of this Agreement, and within thirty (30) days of a written request from Company, City agrees to provide updated Rental Documentation in a form reasonably acceptable to Company.

7. Taxes, Assessments & Utilities.

Company is centrally assessed by the State of Washington and shall provide documentation that is acceptable to the City, of its central assessment, which evidence shall then be attached to this Agreement as Exhibit D. For any and all periods that Company reports the property as operating property, as defined in RCW 84.12.200, Company will not be required to pay leasehold excise tax to the City.

8. Permits.

8.1. Prior to performing any construction, maintenance or repair work on the City Poles, the Company shall secure all necessary federal Governmental Approvals at its sole expense. The City hereby authorizes Company to make any and all applications and/or submissions necessary to obtain all Government Approvals from all applicable governmental and/or regulatory entities required for construction, maintenance, or operation of the Site Equipment on the City Poles. Notwithstanding the above, the City has certain obligations and procedures as a municipality, including but not limited to permitting procedures, zoning requirements and Council approval requirements, and nothing in this Agreement shall be interpreted or applied to deprive the City of the exercise of its administrative or quasi-judicial discretion in any Governmental Approval process, or prevent it from otherwise adhering to its procedures or exercising its obligations under the RMC.

8.2. Company must obtain Governmental Approvals for each Site License Addendum prior to the commencement of any build-out of the Site Equipment and within nine (9) months after the effective date of the Site License Addendum. The Site License Addendum shall automatically terminate on the expiration of such nine (9) month period if the necessary Government Approvals are not obtained; provided, however that such nine (9) month period may be extended by the City upon written request of Company, which approval shall not be unreasonably withheld, delayed or condition. No Site Equipment shall be permitted on the City Poles prior to the granting of Governmental Approvals. The Company may terminate a Site License Addendum at any time for convenience shall it be unable to acquire required Governmental Approvals.

8.3. Company shall complete installation of its Site Equipment approved by the City pursuant to a Site License Addendum no later than twelve (12) months after the receipt of Governmental Approvals and shall commence operation no later than six (6) months after installation, which such dates shall be delayed due to any force majeure event or as mutually agreed in writing by the parties. Company shall provide notice to the City of the completion of its installation. Failure of Company to complete installation, commence operation of the applicable Site Equipment, or apply for Governmental Approvals, as provided above, shall allow the City to terminate the affected Site License Addendum upon ten (10) days' written notice to Company. Company may request, in writing, an extension of the timelines listed in this Section 8.3 for up to an additional six (6) months, which extension shall not be unreasonably withheld, delayed or conditioned.

9. Non-Interference with City Poles.

9.1. The City shall not be responsible for interference with the Company's Site Equipment caused by the electronics equipment of the City or any senior lessee or licensee on the City Poles. If such interference occurs and cannot be remedied within thirty (30) days after notice, then the Company may cancel the Site License Addendum pursuant to Section 29.2.1, without penalty.

9.2. Company has an obligation to cooperate with other users of the City Poles to remedy interference. Further, Company may not cause physical or radio frequency interference (as defined in 47 C.F.R. Section 90.7, 47 C.F.R. Section 101.3, and the radio frequency regulations for any other equipment or technology which is present at the subject City Pole) with the equipment of the City or of senior lessees or licensees. City usage may include operation of wireless transceivers attached to City Poles. Within forty-eight (48) hours after notice, Company shall remedy interference caused by Company's Site Equipment, unless additional time is provided by the City. Failure of Company to remedy such interference shall be cause for the City to either disconnect power to the Site Equipment on the specific City Pole or terminate the Site License Addendum consistent with Section 28.1.

9.3. Outside of the historic and/or primary use, which includes but is not limited to traffic control infrastructure, emergency management, street lighting, and decorative features such as planters and banners, including future planned primary use of the City Poles, the City shall not use, nor shall the City permit its tenants, employees, or agents to use any portion of the City Poles that are the subject of a Site License Addendum in any way which materially interferes with the operations of Company authorized by this Agreement. Such new interference shall be terminated within forty-eight (48) hours after written notice to the City, unless additional time is provided by the City. Notwithstanding the foregoing, nothing in this Section shall be construed to imply that Company is seeking or entitled to an exclusive license with the City which will interfere with the historic, and/or primary use, including future primary use of the City Poles by the City.

9.4. The City agrees that it will require any other subsequent occupants outside of the historical uses of the City Poles, to provide to Company and the City the same assurances against interference, and

any subsequent occupants outside the historical uses of the City Poles shall have the same obligation to eliminate any harmful or unreasonable interference with the operations of Company caused by the subsequent occupants.

9.5. To the extent any Company Site Equipment interferes or disturbs equipment owned by any third party, Company shall notify such third party directly and shall make good faith efforts to resolve the matter with such third party prior to involving the City.

10. Radio Frequency Interference Study.

10.1. Company must comply with all laws, including all laws relating to the allowable presence of or human exposure to Radiofrequency Radiation (“RFs”) or Electromagnetic Fields (“EMFs”) on or off the City Poles, including all applicable FCC standards, whether such RF or EMF presence or exposure results from the Site Equipment alone or from the cumulative effect of the Site Equipment added to all other sources on or near the City Poles. Company must provide to the City a copy of the report, required for Company’s Site License Addendum, of an independent engineering consultant analyzing whether RF and EMF emissions at the proposed City Poles would comply with FCC standards, taking into consideration the Site Equipment installation specifications and distance to residential windows (the “NIER Report”). Further, Company shall, at its own cost and expense, and consistent with its permit requirements, perform an RF emissions test following installation to validate that the Site Equipment, once installed, complies with the FCC standards.

10.2. Company shall not affix or mount any antennas, devices, equipment or related material, in any manner or in any location which would cause degradation in the operation or use of communications systems at the City Poles which serve the City or other users. This would include but not be limited to adversely impacting the received or transmitted signal strength or patterns of any systems at the site serving the needs of the City. If at any time the operation of Company’s Site Equipment interferes with the reception or transmission of public safety, utility or traffic signalization communications, Company shall immediately cease operation of the site or the specific portion of the Site Equipment causing the interference until such time as the interference is corrected.

11. City Poles Access & Security.

Company shall comply with the following:

11.1. Company is hereby granted a non-exclusive right to access the City Poles for maintenance, operation and/or repair of the Site Equipment. Company is required to pull all applicable permits for maintenance, operation, and/or repair (for example, right of way use permits).

11.2. Except in an emergency situation, Company shall use commercially reasonable efforts to perform such repairs during such hours as will minimally interfere with the City’s primary use of the City Poles. Company is required to give forty-eight (48) hours advance notice to the City before accessing the City Poles to perform normal/regular maintenance of the Site Equipment.

11.3. Company shall be permitted access to the Site Equipment without being required to give notice in the event of an emergency, provided that the Company shall submit to the City, no later than forty-eight (48) hours after the emergency, or if such 48-hour period falls on a Saturday or Sunday, the following business day, a written report describing the emergency and the reason(s) why immediate access to the City Poles was required. In the event of (i) a public emergency, such as, but not limited to, road failure, evacuation, natural disasters, hazardous substance spills, fatal or serious injury accidents, and/or (ii) during City use at the City Poles, Company’s access may, at the reasonable discretion of the City, be temporarily

limited or restricted; provided, that any temporary limitation or restriction in Company's access shall be restored as soon as the circumstances shall allow, as determined by the City, in its sole discretion.

11.4. Company shall designate a Site Equipment Manager or a Local Government Affairs Designee, and a secondary contact person to serve as the primary point of contact for the City with regard to Site Equipment located on City Poles. The contact information for such contacts is attached hereto as Exhibit G. Company may designate a new Site Equipment Manager or Local Government Affairs Designee by providing notice to the City pursuant to Section 34.6. Company shall communicate and provide notice to the City staff designated on Exhibit G for all maintenance and access requirements.

11.5. Company shall meet with the City, and other telecommunications operators if necessary, upon request, to schedule and coordinate construction and maintenance of the City Poles, Site Equipment and use of the right-of-way.

11.6. Outside the City's regular business hours, Company shall be required to contact the on-call staff detailed on Exhibit G to make arrangements for City staff to provide access. Company shall be responsible for any reasonable costs incurred for the on-call time to respond to the after-hours access. Payment is due thirty (30) days after receipt of invoice.

12. Hazardous Materials.

12.1. Company shall not cause or permit any Hazardous Materials to be brought upon, stored, used, released or disposed of on the City Poles which would cause the City Poles to be in violation of any applicable laws or which would require remediation or correction to the City Poles. "Hazardous Materials" means any dangerous, toxic or harmful substance, material or waste that is or becomes regulated by any local government authority, the State of Washington, or the United States Government due to its potential harm to the health, safety or welfare of humans or the environment. Company shall be responsible for all spills or other releases of any Hazardous Materials that may occur on the City Poles to the extent arising out of Company's activities or caused by the Company, its employees, contractors, subcontractors, or invitees. At Company's sole cost, Company shall promptly conduct any investigation and remediation as required by any applicable laws.

13. Pole Replacement and Make Ready.

13.1. Upon adoption of a city standard small cell facility pole design(s) within the published City standards, the Company shall utilize such pole design or may request modifications to the standard pole design to accommodate its small cell facility without substantially changing the outward visual and aesthetic character of the design. The Company, upon a showing that use or modification of the standard pole design is either technically or physically infeasible, or that the modified pole design will not comply with the city's ADA, sidewalk clearance requirements and/or would violate electrical or other safety standards, may deviate from the adopted standard pole design and propose a different pole design that is consistent with the requirements of the RMC.

13.2. Company shall bear all costs for all Make-Ready work, including installing Site Equipment, replacing or retrofitting existing City Poles. Such costs shall include, but are not limited to, costs for dismantling, removal and disposal of the existing City Poles and appurtenances in compliance with the RMC, removal and replacement of foundation, replacement streetlight, placement and/or replacement of junction boxes to non-skid boxes, placement of additional conduit if needed, and geotechnical analysis (as appropriate for soil and foundation stability, etc.), applicable restoration of the right-of-way, replacement of hardscape, vegetation or other existing urban design features impacted by the work. Any such replacement shall be subject to prior approval by the City and approved as part of the Site

License Addendum. If Company or a third party, other than City or Company, acting on Company's behalf would have to rearrange or adjust any of its facilities in order to accommodate the Site Equipment, Company shall be responsible, at Company's sole expense, to coordinate such activity and to pay any such third party for any related expenses. If Company is requested by a third party, in comparable circumstances, to relocate or adjust any Site Equipment to accommodate that third party's facilities, subject to City's written approval of such relocation, Company shall reasonably cooperate with such request at such third party's sole cost and expense and provided that any such relocation or removal does not compromise Company's use of its Site Equipment for the purposes granted herein, as determined by the Company in its sole discretion.

13.3. The design and appearance of any such replacement poles will need to be approved by City through a Site License Addendum prior to installation. The approval of the Site License Addendum shall be conditioned on the completion of all Make-Ready Work needed to establish full compliance with the latest edition of the National Electric Safety Code, and with City's regulatory rules and published City's standards and any applicable ADA requirements.

13.4. Upon inspection and acceptance by the City, the Company agrees to assign ownership of any replacement pole (together with the foundation and related access conduits, handholds, etc.) to the City, and prepare any ancillary documentation or agreement. City may require Company to deliver written evidence (reasonably acceptable to the City) of the deed of dedication of the replacement pole (together with the foundation and related access conduits, handholds, etc.), along with the assignment of any warranties applicable to the replacement pole, including, without limitation, manufacturer's, installation, and other service provider warranties.

13.5. Where City approves the installation of a replacement pole, the pre-existing pole and foundation must be removed, to the extent required by the City, by Company within ten (10) business days after the installation of the replacement pole and restored to a condition equal to or better than existed prior to such removal.

13.6. Company shall not place any advertising or lighting devices in, on or about the City Poles, unless such advertising or lighting devices are a part of the design of the pole and provide a public benefit as approved by the City. Examples of installations providing a public benefit include way signage and civic banners. However, Company is required to place a sticker with the contact name and number so that the City can contact the Company as necessary for repairs and in emergency situations.

13.7. Any replacement pole must include a method by which the City may install a City-standard pole on the replacement pole foundation, in order to ensure that the City can continue to provide street lighting if such replacement pole were ever removed. This can be achieved by either following the same bolt pattern as the existing City Poles, by providing adapter plates to the City, or through another mutually agreeable method, in order to ensure that the City may install a standard Richland street light pole on the same foundation in case of knock-down, abandonment, or other reason in which the pole needs to be replaced.

13.8. The parties acknowledge that some of the Make-Ready Work pertaining to preparing underground infrastructure may be City Pole and surrounding vicinity dependent. The parties agree to work in good faith and cooperatively to evaluate solutions to enable the Make-Ready Work in a cost-effective manner. Upon identification of an alternative method for the performance of the Make-Ready Work and request by the Company, the City will give full consideration to such alternative methods for Make-Ready Work. This provision in no way requires the City to pay for any of the Make-Ready Work, or alter its regulations or standards to accommodate such solution.

14. Maintenance/Stewardship.

14.1. Company shall, at its own expense and at all times, keep the Site Equipment in good order, repair and condition, and keep and use the City Poles in accordance with all laws. Company shall permit or cause no waste, damage or injury to the City Poles. Company is responsible for any damage caused to City Poles by Company and shall coordinate with City an appropriate schedule and plans for repairs to any damaged City Poles. City acknowledges and agrees that Company shall not be responsible for ongoing maintenance of lighting on any City Poles.

14.2. City shall have no obligation to the Company to maintain or safeguard the City Poles, except that City shall not intentionally permit access to the Site Equipment to any third party without the prior approval of Company, except as otherwise provided herein or in an emergency situation.

15. Repairs by City; Increased Maintenance Costs; Emergency Situations.

15.1. City reserves the right to make alterations, repairs, maintenance, additions, removals, improvements, and all other similar work to all or any part of the City Poles for any purpose. City shall make a good faith effort to give Company thirty (30) days prior notice of any City work if such work will impair the operation of the Site Equipment except in the case of an emergency, in which case, City will provide as much advance notice as is feasible under the circumstances. Such notice shall be given to Company or the Company's Site Equipment Manager, if one is available. Further, City shall allow a representative of Company to observe the work, and City shall take reasonable steps not to disturb Company's normal use of the Site Equipment. Company's use of the City Poles may not impede or delay City's authority and ability to make any changes to the City Poles. If repair or maintenance work will cause Company's Site Equipment to be non-operational for longer than twenty-four (24) hours, City shall work with Company in good faith to allow a temporary alternative location for the Site Equipment until the repair or maintenance work is complete.

15.2. Pursuant to the design requirements agreed to between the City and Company, Company shall install a power disconnect mechanism to enable the City to temporarily disconnect Company's Site Equipment in order to safely work on the City Poles or in case of an emergency. The City at its sole discretion may disconnect the Site Equipment if it determines that there is an immediate danger to public safety. Except in an emergency situation, if the disconnect mechanism is utilized by the City, the City shall return the disconnect mechanism to the on position to return power to the Site Equipment when the work is complete.

15.3. City shall keep and maintain their Poles in a good and reasonable condition, as City does in its normal course of business. City is not responsible for any third-party damage to Site Equipment or the City Pole. Further, upon a pole knock-down the City has the right to replace the City Pole as necessary for public safety.

15.4. In the event that the presence of Company's Site Equipment on the City Poles results in increased maintenance or repair costs to the City, Company shall, within thirty (30) days of receipt of written notification by the City, which shall include documentation evidencing such increase is the result of Company's use, pay the City for the incremental maintenance or repair costs incurred by the City.

15.5. In the event of any emergency in which any of Company's Site Equipment endangers the property, life, health or safety of any person, entity or the City Poles, or if Company's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any person, entity or the City, Company shall immediately take the proper emergency measures to repair its Site Equipment and to cure or eliminate the dangerous conditions for the protection of property, life, health or

safety of any person, entity or the City. Company shall notify the City, orally or in writing, as soon as practicable following the onset of the emergency. The City retains the right and privilege to take proper emergency measures, as the City may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. If the City becomes aware of an emergency before the Company, then the City shall notify Company by telephone promptly upon learning of the emergency and shall exercise reasonable efforts to avoid an interruption of Company's operations.

15.6. The City will not be liable in any manner, and Company hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the City's access to the Site Equipment, including the removal of Company's Site Equipment from a City Pole in an emergency.

15.7. City shall not be liable for any damages to any person or property, nor shall Company be relieved from any of its obligations under this Agreement, as a direct or indirect result of temporary interruption in the electrical power provided to the City Poles. Under no circumstance shall City be liable for indirect, special, incidental, or consequential damages resulting from such an interruption.

16. Sub-license & Assignment by Company.

16.1. Company may not sublicense or co-locate any other broadcast equipment on the City Poles, without express written consent by City, which consent will not be unreasonably withheld, delayed or conditioned.

16.2. Neither this Agreement, nor any rights created by it, may be assigned, or transferred without the express written permission from the City. Any such assignment shall be in writing on a form approved by the City and shall include an assumption of this Agreement and Company's obligations hereunder by the assignee.

16.3. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. Further, no assignment or transfer of this Agreement shall be deemed to occur based on the public trading of Company's stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Agreement.

16.4. Notwithstanding the foregoing, Company may assign its interest in this Agreement, without the City's consent, to any entity which controls, is controlled by, or is under common control with Company, or to any entity resulting from any merger or consolidation with Company, or to any partner or member of Company, or to any partnership in which Company is a general partner, or to any person or entity which acquires fifty-one percent (51%) or more the ownership of Company or fifty-one percent (51%) or more of the assets of Company, or to any entity which obtains a security interest in a substantial portion of Company's assets. Further, Company may assign this Agreement and/or any Site License Addendum to any entity which acquires all or substantially all of Company's assets within the State of Washington by reason of a merger, acquisition or other business reorganization without approval or consent of City. Any assignment as provided in this Section 16.4 shall be conditioned upon an assumption of all obligations of Company under this Agreement by the assignee; and provided further, that Company shall provide the City with a copy of said written assignment, acceptable to the City, and a copy of the additional insured endorsement and Certificate of Insurance in a and any applicable bonds, all on forms acceptable to the City, prior to the effective date of the assignment.

16.5. The City's consent to one assignment shall not waive the requirement of obtaining the City's consent to any subsequent assignment.

16.6. Except for a permitted assignment as provided in Sections 16.3 and 16.4, Company shall reimburse the City on demand for any reasonable costs that the City incurs in connection with any proposed assignment, including the costs of investigating the acceptability of the proposed assignee and legal costs incurred in connection with considering any requested consent.

17. Sub-license & Assignment by City.

17.1. Should the City sell, lease, license, transfer, or otherwise convey all or any part of the City Poles that are the subject of this Agreement to any transferee other than Company, such transfer shall be subject to this Agreement.

17.2. The City retains the right to sublicense or enter into any type of agreement for any portion of the City Poles for any reason, including but not limited to, co-locating wireless facilities, if it will not harmfully or unreasonably interfere with the Company's use of the City Poles.

17.3. The City may transfer and assign its rights and obligations hereunder, and no further liability or obligation shall thereafter accrue against the City hereunder, provided that the assignee or transferee assumes, in writing, all of the City's obligations under this Agreement, which shall remain in full force and effect.

18. Improvements, Fixtures and Personal Property; Inspection by City.

18.1. The City agrees that, notwithstanding any provision of statutory or common law, the Site Equipment and any other Company improvements to the City Poles, including but not limited to personal property, shall remain the exclusive property of the Company.

18.2. The approved designs of the Site Equipment on a City Pole pursuant to a Site License Addendum are concealment elements intended to maintain the look of a light pole or utility pole. Accordingly, except with respect to a Minor Modification, any material revision to the Site Equipment listed on a Site Lease Addendum after initial installation shall require the City's prior written approval. Such City approval shall be memorialized in an amendment to the Site Lease Addendum for which Company shall submit an Administrative Fee consistent with Section 6.2. As used in this Section 18.2, "Minor Modification" shall mean routine maintenance and repair of the Site Equipment, or the replacement of an antenna or equipment of similar size, weight and height, provided that such replacement adheres to the requirements of the RMC and Exhibit B, and does not impact the structural integrity of the pole. Notwithstanding the foregoing, the City and Company acknowledge and agree that the City may, in its discretion, deny any proposed modification to the Site Equipment that undermines or otherwise defeats the concealment elements of a City Pole, as described or depicted in Exhibit B.

18.3. The City may, from time-to-time, access the City Poles to inspect any work done by Company to ensure compliance with the approved plans and specifications, to require reasonable revisions to ensure that the respective uses of the City Poles are compatible, or otherwise. This right to inspect shall not impose any obligation upon the City to make inspections to ascertain the safety of Company's improvements or the condition of the City Poles.

19. Destruction of or Damage to the City Poles or any Site Structures.

19.1. If a City Pole or any structure on a City Pole is destroyed or damaged by collision, fire or casualty so as to render the City Poles and/or Site Equipment unfit for use by the City or Company, then the City, at its sole discretion, may replace such destroyed or damaged pole with another pole or a standard City Pole, even if such replacement pole is not capable of maintaining the Site Equipment. The Company

may request to reinstall the Site Equipment or to replace the pole itself consistent with the applicable Site License Addendum and City shall approve such request provided that such reinstallation is consistent with the currently approved Site License Addendum. If Company does not wish to reinstall the Site Equipment, Company may terminate or amend the Site License Addendum without penalty.

19.2. If the Company chooses to reinstall the Site Equipment or a replacement pole and such replacement pole or Site Equipment differs from the approved Site License Addendum, then Company shall submit a new Site License Addendum or shall amend the Site License Addendum.

19.3. City shall not be liable to Company for any direct or indirect or consequential damages including but not limited to inconvenience, annoyance, or loss of profits, nor for any expenses, or any other damage resulting from the collision, fire or casualty, nor from the repair of such damage.

20. Condemnation.

If all or any portion of the City Poles is taken, or condemned for any public purpose such that Company cannot use its Site Equipment on the City Poles, either party may terminate this Agreement or the applicable Site License Addendum without penalty. All proceeds from any taking or condemnation of the Site or City Poles shall belong and be paid to the City. Company shall have all rights to its Site Equipment and personal property if such equipment or personal property are included in any taking or condemnation.

21. Insurance.

21.1. At Company's sole cost and expense, Company shall maintain throughout the term of this Agreement insurance as set forth in Exhibit E, attached hereto and incorporated herein.

21.2. Company's maintenance of insurance as required by this Section 21 shall not be construed to limit the liability of Company to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Company's maintenance of insurance policies required by this Agreement shall not be construed to excuse unfaithful performance by Company.

22. Hold Harmless.

22.1. The City and its elected and appointed officials, officers, employees, contractors, agents and representatives shall not be liable for injury or damage to any persons or property, including City Poles, resulting from the installation (including without limitation Company's replacement of City Poles), operation or maintenance of the Site Equipment on the City Poles, except to the extent arising out of the City's sole negligence or willful misconduct.

22.2. Company releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, contractors and representatives from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Company, its agents, servants, officers, employees and contractors in the performance of this Agreement and any rights granted within this Agreement, except to the extent of the sole negligence or willful misconduct of the City or its elected and appointed officials, officers, employees, contractors, representatives, and agents.

22.3. Inspection or acceptance by the City of any work performed by Company at the time of completion of construction shall not be grounds for avoidance by Company of any of its obligations under this Section 22. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised.

22.4. The City shall promptly notify Company of any claim or suit, and request in writing that Company indemnify the City. City's failure to so notify and request indemnification shall not relieve Company of any liability that Company might have, except to the extent that such failure prejudices Company's ability to defend such claim or suit.

22.5. Company shall indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, contractors and representatives from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including without limitation, diminution in the value of the City Poles, damages for loss or restriction of use of the City Poles, and sums paid in settlement of claims, attorneys' fees, consultant and expert fees, investigation, clean-up, remediation or other costs incurred or suffered by the City, arising out of any use, storage, release or disposal of Hazardous Materials by Company, its employees, contractors, subcontractors, or invitees subsequent to the date of Company's first attachment to the City Poles. Notwithstanding the foregoing, and any other provision in this Agreement, Company shall not be liable or responsible for any environmental condition except to the extent Company causes or exacerbates the condition. This indemnification shall survive the termination or expiration of this Agreement.

22.6. Company may choose counsel to defend the City subject to this Section 22.6 In the event that Company refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Agreement, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Company, Company shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Company to represent the City, then upon the prior written approval and consent of Company, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Company shall pay the reasonable fees and expenses of such separate counsel, except that Company shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim, and the relevant records of each party shall be available to the other party with respect to any such defense.

22.7. Except to the extent that damage or injury arises from the sole negligence, willful misconduct of the City, its elected and appointed officials, officers, employees, representatives, agents or contractors, the obligations of Company under the indemnification provisions of this Section 22.6 shall apply. regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its elected and appointed officials, officers, agents, employees or contractors. Notwithstanding the proceeding sentence, to the extent the provisions of RCW 4.24.115 are applicable, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute, and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided constitutes Company's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification, relating solely to indemnity claims made by the City directly against the Company for claims made against the City by Company's employees. This waiver has been mutually negotiated by the parties

22.8. Company acknowledges and agrees that Company bears all risks of loss or damage or relocation or replacement of its Site Equipment and materials installed on City Poles pursuant to this Agreement from any cause, and the City shall not be liable for any cost of replacement or repair to damaged

Site Equipment, including, without limitation, damage caused by the City's removal of the Site Equipment, loss of line of sight path, activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials or contractors, except to the extent any such damage or destruction is caused by or arises from any sole negligence, willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, elected or appointed officials, or contractors. Company releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.

22.9. In no event shall either party be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Agreement. Company further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by or under users of Company's Site Equipment or networks as the result of any interruption of service due to damage or destruction of Company's Site Equipment caused by or arising out of activities conducted by the City, its officers, agents, employees, contractors, or elected or appointed officials.

22.10. The provisions of this Section 22 shall survive the expiration, revocation, or termination of this Agreement.

23. Performance Bond.

23.1. Company shall furnish a surety bond or bonds, a copy of which is attached in substantially the same form to this Agreement as Exhibit F, covering faithful performance of this Agreement and payment of all obligations arising thereunder, including but not limited to proper construction, long-term facility maintenance, rent, timely removal of equipment and restoration. The bond shall be in-force during the entire term or subsequent extensions. The bond shall be in a form acceptable to the City. The performance bond for this Agreement shall only indemnify City in accordance with this Agreement. Said performance bond shall be issued to City prior to the issuance of any approvals for the construction of its facilities on the City Poles. If City so uses or applies any portion of the performance bond, Company shall, upon notice, restore the performance bond to the full amount specified, and Company's failure to do so shall constitute a material breach of this Agreement. This performance bond shall be in addition to any construction or maintenance bonds imposed by the City as part of its permitting process. This performance bond shall remain in place until all of Company's Site Equipment has been removed by Company unless otherwise permitted to remain by City. The amount of the bond shall be dependent on the number of City Poles used by the Company as follows:

- a. \$100,000 bond for usage of 1-10 City Poles;
- b. \$250,000 bond for usage of 11-50 City Poles; and
- c. \$500,000 bond for usage of 50 or more City Poles.

24. Nondiscrimination.

Company, for itself, its successors, and assigns as a part of the consideration hereof, does hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state or local laws applicable to the City Poles, including, without limitation, Chapter 49.60 RCW and Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the U.S. Department of

Transportation ---Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate the Agreement without penalty and to re-enter and repossess the City Poles, consistent with Section 29.1.

25. Stop Work.

If Company defaults in the performance or observation of any covenant or agreement contained in this Agreement, the City, without notice if deemed by the City that an emergency exists, or if no emergency, with thirty (30) days' written notice, may direct Company to stop work and may itself perform or cause to be performed such covenant or agreement and may enter upon the City Poles for such purpose. Such an emergency shall include, but not be limited to, endangerment of life, endangerment of the City Poles or rights-of-way, or failure of Company to obtain in a timely manner any insurance. Company shall reimburse the City the entire cost and expense of such performance within thirty (30) days of the date of the receipt of the City's invoice. Any act or thing done by the City under the provisions of this Section 25 shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

26. Prerequisites for Approval. Company acknowledges the following:

26.1. A fully executed Site License Addendum between the City and Company, and any required Governmental Approvals, are required prior to construction or installation of the Site Equipment on the City Poles.

26.2. The execution of this Agreement by the City shall in no way constitute review and/or approval by other applicable jurisdictions and permitting authorities, including other City Departments.

26.3. The City requires the Company to obtain a telecommunications franchise from the City, and such franchise must be obtained from the City prior to or upon the same date as the execution of this Agreement by the City.

27. Review of Plans.

27.1. Prior to installation of any Site Equipment, the Company shall submit the following documents to the City for review, approval or denial: (i) completed Site License Addendum, (ii) a copy of the NIER Report, and (iii) the Administrative Fee.

27.1.1. All Site License Addenda requesting access to a City Pole must include a load bearing study to determine whether the attachment of Site Equipment may proceed without City Pole modification, or whether the installation will require City Pole re-enforcement or replacement. If City Pole re-enforcement, replacement or new pole is necessary, Company shall provide engineering design and specification drawings demonstrating the proposed alteration to the City Pole. All engineering drawings submitted must be completed and stamped by a professional engineer licensed in Washington State. For each Site License Addendum, the City shall:

- a. Verify that the Site License Addendum is complete, and the Administrative Fee has been submitted.
- b. Review engineering design documents to validate: 1) compliance with contractual requirements under this Agreement; 2) that the applicant has

evaluated existing public safety radio systems, traffic signal or street light systems, automatic meter readers, utility communication devices or other communications components that would be affected by the Site Equipment and determined that there is no interference in accordance with Applicable Law; 3) inclusion of appropriate design of stealth and camouflage components necessary to comply with historic preservation requirements or aesthetic design elements; and 4) compliance with City regulations.

- c. Determine if the City Pole is available and if the license of such City Pole is consistent with City's municipal obligations and proprietary interests consistent with Section 2.3.
- d. Determine compliance with any other applicable requirements.

27.1.2. As appropriate, City may require Company to make design modifications in order to comply with applicable contractual, regulatory or legal requirements, or may ask additional questions as necessary to determine feasibility of use of the City Poles. Failure to make the requested design modifications or to answer feasibility questions in a manner acceptable to the City shall result in an incomplete Site License Addendum which may not be processed under this Agreement.

27.1.3. Installation of the Site Equipment must be completed in accordance with all Government Approvals, including without limitation, obtaining a permit pursuant to RMC Chapter 12.08 and obtaining all final inspections required by any permits issued by the City.

27.1.4. Any Site Equipment that has not been approved by City or has not received all required Governmental Approvals shall not be installed, or if already installed, shall be removed immediately by Company at Company's sole cost and expense.

27.2. Company expressly acknowledges and agrees that the City's rights under this Agreement to review, comment on, disapprove and/or accept designs, plans specifications, work plans, construction, equipment, and/or installation: (i) exist for the benefit and protection of the City and its employees and agents; (ii) do not create or impose upon the City, and its employees and agents any standard or duty of care toward Company, all of which are hereby disclaimed; (iii) may not be relied upon by the Company in determining whether Company has satisfied any and all applicable Governmental Approval standards and requirements; and (iv) may not be asserted, nor may the exercise or failure to exercise any such rights by the City and its employees and agents be asserted against the City and its employees and agents by the Company as a defense, legal or equitable, to the Company's obligation to fulfill such Governmental Approval standards and requirements, notwithstanding any acceptance of work by the City and its employees and agents.

28. Default; Remedies.

28.1. Default by Company.

The following occurrences shall each be deemed an "Event of Default" by Company and may be subject to stop work order per Section 25, subject to the cure period set forth in Section 30:

28.1.1. **Failure to Pay.** Company fails to pay any sum, including Rent, due under this Agreement.

28.1.2. **Abandonment.** Company's failure to remove Site Equipment as further described in Section 32.2.

28.1.3. **Insolvency.** Immediately, upon written notice, if a receiver is appointed to take possession of Company's assets, Company makes a general assignment for the benefit of creditors, or Company becomes insolvent or takes or suffers action under the Bankruptcy Act.

28.1.4. **Lapsed Governmental Approvals.** Company fails to obtain or maintain any Governmental Approvals required to install and operate Site Equipment.

28.1.5. **Failure to Maintain Insurance.** Company fails to maintain appropriate insurance as required pursuant to Exhibit E.

28.1.6. **Prohibited Assignment.** Company assigns this Agreement in violation of Section 16.

28.1.7. **Interference.** Company operates or maintains its Site Equipment in a manner that interferes (as defined in 47 C.F.R. Section 90.7, 47 C.F.R. Section 101.3, and the radio frequency regulations for any other equipment or technology which is present at the subject City Poles) with or impairs other communication or computer equipment used by the City, the emergency network (or is successor entity), or other entity given prior rights to use the City Poles.

28.1.8. **Improper Construction.** Company constructs Site Equipment on City Poles without approval of a Site License Addendum.

28.1.9. **Other Defaults.** Company violates any material agreement, term or covenant of this Agreement.

28.1.10. **No Waiver.** Waiver or acceptance by City of any default of the terms of this Agreement by Company shall not operate as a release of Company's responsibility for any prior or subsequent default.

28.2. **City Remedies.** Subject to the cure period described in Section 30 below, the City shall have the following remedies upon an Event of Default. City's rights and remedies under this Agreement shall be cumulative, and none shall exclude any other right or remedy allowed by law.

28.2.1. **Continuation of Agreement.** Without prejudice to its right to other remedies, the City may continue this Agreement and applicable Site License Addenda in effect, with the right to enforce all of its rights and remedies, including the right to payment of Rent and other charges as they become due.

28.2.2. **Termination of Agreement.** If Company's default is of such a serious nature that in the City's reasonable judgment the default materially affects the purposes of this Agreement, the City may terminate this Agreement. Termination of this Agreement will affect the termination of all Site License Addenda issued under it automatically and without the need for any further action by the City. The City will provide thirty (30) days written notice of termination and shall specify the reasons for such termination. The City will specify a reasonable amount of time Company will have to remove its Site Equipment from any affected City Poles, which will be at least ninety (90) days after the date of the City's notice. The City will have the right to make any terminated portion of the City Poles available for use to other parties as of the effective date of the termination, even if Company's Site Equipment is still on the City Poles. Upon such termination of this Agreement, Company will remain liable to City for damages in an amount equal to the Rent and other sums that would have been owed by Company under this Agreement for the balance

of the Initial Term or Renewal Term (as the case may be). Further, Company will remain liable for Rent as long as the Site Equipment remains on City Poles unless the City has authorized abandonment of such Site Equipment.

28.2.3. Termination of Site License Addenda. If an Event of Default specific to one or more Site License Addenda is not cured by Company within the applicable cure period, City may terminate such specific Site License Addendum(s).

28.2.4. Default Fees. Without limiting City's rights and remedies under this Agreement, City may require Company to pay the following default fees ("Default Fees") in the amount of \$100 per day, upon Company's failure to cure, pursuant to Section 30, any of the following:

- a. Company constructs or installs any alteration or improvement without City's prior consent.
- b. Company fails to make a repair on a timely basis.
- c. Failure to meet FCC regulations.
- d. Failure to provide reports or notices pursuant to this Agreement.

29. Termination.

29.1. City's Termination Rights

29.1.1. Subject to the cure provision of Section 30, the City has the right to terminate this Agreement or any Site License Addendum if the City determines that Company's exercise of its rights under this Agreement:

- a. Interferes with the City's use of the City Poles and/or the structures on the City Poles for the municipal purposes for which the City owns and administers such structures/site, which may include, without limitation, the necessity to widen a street or for other municipal projects that result in removing the City Pole, and the Site Equipment is not otherwise relocated pursuant to Section 29.1.4;
- b. Poses a threat to public health or safety or constitutes a public nuisance.
- c. The City determines that the Company's exercise of its rights under this Agreement interferes with the use of the City Poles or structures thereon by a governmental agency with which the City has an agreement to provide services to the City, e.g. the emergency network, and the Site Equipment is not otherwise relocated pursuant to Section 29.1.4; or
- d. The Company ceases to operate as a provider of telecommunications services under federal law. In such a situation, the City shall have the option, in its sole discretion and upon six (6) months' written notice to Company, to terminate this Agreement and to require removal of the Site Equipment from the City Poles, pursuant to Section 32, including the cost of any site remediation, at no cost to the City.

29.1.2. Immediate Removal. The City may, in its sole discretion, determine that emergency circumstances require immediate removal of Site Equipment from a City Pole. Such emergency circumstances may only include reasons of public health or safety or the need to provide street lighting or electricity. Upon such emergency circumstances, the City shall attempt to contact Company to immediately remove the Site Equipment. If Company cannot remove the Site Equipment in the time period provided by the City necessary to mitigate the emergency circumstances, then the City may remove the Site Equipment. The City may request reimbursement for the mitigation costs if the emergency circumstance is caused by the Site Equipment. The applicable Site License Addendum will terminate upon the removal of the Site Equipment, unless such emergency circumstance is abated that would allow for Company to reinstall the Site Equipment on the City Pole.

29.1.3. Pole Removal. The City has the right to remove any City Pole that it determines, in its sole judgment, is unnecessary for its municipal purposes (for example, street light operations). If the City decides to remove a City Pole, it shall provide the Company with at least ninety (90) days' written notice of the City's intent to remove the City Pole. The applicable Site License Addendum will terminate upon the removal of the Site Equipment.

29.1.4. Pole Replacement. The City has the right to replace any City Poles that it determines, in its sole judgment, is necessary for its municipal operations. At City's option, and upon sixty (60) days written notice, the applicable Site License Addendum will terminate and Company shall remove its Site Equipment from such City Pole, or the City may allow Company, at Company's sole cost and expense to relocate its Site Equipment on the replacement City Pole.

29.1.5. Failure to Remove. If Company shall fail to remove any Site Equipment as requested by the City in accordance with Sections 29.1.3 and 29.1.4, the City, upon thirty (30) days prior written notice to Company, shall be entitled to remove the Site Equipment at Company's sole cost and expense, without further notice to Company. Company shall pay to City actual costs and expenses incurred by the City in performing any removal work and any storage of Company's property after removal within thirty (30) days of the date of a written demand for this payment from the City. City will promptly inform Company of the displacement or removal of any City Pole on which any Site Equipment is located.

29.1.6. No Further Obligation. Except those provisions that survive the termination of this Agreement, upon termination under this Section 29.1, neither party will owe any further obligation to the other party, except as otherwise provided in Section 34.15 below, provided that Company is not in arrears in making its Rent or other required payments; provided however that Company shall, at Company's sole cost, remove its Site Equipment and restore the City Pole. To the extent that the City received any pre-paid Rent related to the terminated Site License Addendum, City shall refund such pre-payments to Company. Company acknowledges that the signing of this Agreement does not entitle the Company to assistance under the Uniform Relocation and Real Property Acquisition Policy (Ch. 8.26 RCW).

29.2. Company's Termination Rights.

Company may terminate this Agreement or applicable Site License Addenda, as follows:

29.2.1. Upon thirty (30) days' notice at any time Company determines in its sole discretion that it desires to discontinue use of some or all of the City Poles for any reason whatsoever; provided, however, that if Company terminates this Agreement or a Site License Addendum pursuant to this Section 29.2.1, Company shall not be entitled to a refund of any pre-paid Rent and shall pay the City a sum equal to twelve (12) months' Rent for each terminated Site License Addendum; or

29.2.2. The City breaches any material term or provision of this Agreement, subject to the cure period described in Section 30 below.

29.3. Company's Risk of Loss; Suspension Rights.

29.3.1. In choosing to locate Site Equipment on City Poles, Company acknowledges and accepts all risks, including, but not limited to:

- a. Acts of God or third parties that may damage Site Equipment (including, but not limited to fires, earthquakes, storms, and car accidents).
- b. Loss of line of sight path, including where caused by City action.
- c. City change in the use of the City Poles.

29.3.2. Company explicitly acknowledges that these risks include bearing all costs associated with such risks, except to the extent such costs are caused by the sole negligence or willful misconduct of City.

29.3.3. Upon the occurrence of any of the events described in Section 29.3.1, the Company will not be liable for any Rent during the time the Site Equipment is rendered unusable, except when caused by action of the Company or failure of the Company to perform its obligations under this Agreement. The Company at its option may prorate such Rent for the succeeding year to account for such downtime but must detail its proration and associated calculation upon submission of such Rent payments.

30. Cure.

Neither party shall be in default under this Agreement until thirty (30) days after receipt of written notice of default from the other; provided, however, where such default cannot reasonably be cured within thirty (30) days, the defaulting party shall not be in default if it commences to cure such default within said thirty (30) day period and diligently pursues cure to completion.

31. Reserved.

32. Removal of Site Equipment upon Termination of Agreement.

32.1. Except as otherwise stated in Section 29.1, within one hundred twenty (120) days after the expiration or earlier termination of a Site License Addendum or this Agreement, Company shall promptly, safely and carefully remove the Site Equipment from applicable City Poles and shall restore the City Poles as instructed by the City, reasonable wear and tear and casualty excepted. Upon the 121st day, Rent shall accrue at the Holdover Rate described in Section 6.8. If Company fails to complete this removal work pursuant to this Section 32, then the City, upon written notice to Company, shall have the right at the City's sole election, but not the obligation, to perform this removal work and charge Company for the actual, documented costs and expenses, including, without limitation, reasonable administrative costs. Further, the City may use the performance bond in Section 23 and may require the bonding company to supply contractors to perform such removal, storage and restoration work. Company shall pay to the City actual, documented costs and expenses incurred by the City in performing any removal work and any storage of Company's property after removal within thirty (30) days of the date of a written demand for this payment from the City. After the City receives the reimbursement payment from Company for the removal work performed by the City, the City shall promptly make available to Company the property belonging to Company and removed by the City pursuant to this Section 32 at no liability to the City. If the City does

not receive reimbursement payment from Company within such thirty (30) days, or if City does not elect to remove such items at the City's cost after Company's failure to so remove pursuant to this Section, or if Company does not remove Company's property within thirty (30) days of such property having been made available by the City after Company's payment of removal reimbursement as described above, any items of Company's property remaining on or about the rights of way, City Poles, or stored by the City after the City's removal thereof may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner by law. Alternatively, the City may elect to take title to abandoned property, provided that Company shall submit to the City an instrument satisfactory to the City transferring to the City the ownership of such property. Provided, however, that nothing contained within this Section shall prevent the City from compelling Company to remove any such Site Equipment through judicial action when the City has not permitted Company to abandon said Site Equipment in place.

32.2. The Site Equipment, in whole or in part, may not be abandoned by the Company without written approval by the City. Any plan for abandonment or removal of Site Equipment shall be at the sole cost of the Company, must be first approved by the City, and all necessary permits must be obtained prior to such work. Notwithstanding the above, the City may permit Company's Site Equipment to be abandoned and placed in such a manner as the City may prescribe. Upon permanent abandonment, the Company shall execute such necessary documents to transfer title to the City.

32.3. The provisions of this Section 32 shall survive the expiration, revocation, or termination of this Agreement.

33. Records; Audits.

33.1. No more than once during any calendar year, the City may require such information, records, and documents from the Company pertaining to this Agreement from time to time as are appropriate to reasonably monitor compliance with the terms of this Agreement.

33.2. Company shall provide such records within thirty (30) business days of a request by City for production of the same unless additional time is reasonably needed by Company, in which case, Company shall have such reasonable time as needed for the production of the same, but no longer than sixty (60) days. If any person other than Company maintains records on Company's behalf, Company shall be responsible for making such records available to the City.

33.3. Company shall be responsible for clearly and conspicuously identifying any records as confidential or proprietary and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under Chapter 42.56 RCW or similar law for the disclosure of information Company has designated as confidential, trade secret, or proprietary, City will endeavor to provide written notice of such disclosure request so that Company can take appropriate steps to obtain injunctive relief to prevent disclosure of claimed confidential records. Nothing in this Section prohibits City from complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records. City shall not be liable to Company for its good faith acts in determining that release of records, including confidential records, is in compliance with any law or court order requiring the release of public records. City shall comply with any injunction or court order properly obtained by Company and not stayed that prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Company shall reimburse City for any fines or penalties imposed for failure to disclose such records as required hereunder within sixty (60) days of a request from City. In addition to the indemnification obligations pursuant to Section 22, Company shall indemnify and defend City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys' fees and

litigation expenses), suits, judgments or damages arising from or relating to any failure of Company to comply with this Section.

34. Miscellaneous.

34.1. Modifications. This instrument contains all the agreements and conditions made between the parties hereto with respect to the subject matter herein and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto. No failure on the part of either party to enforce any covenant or provision herein contained, nor any waiver of any right hereunder, unless in writing signed by the waiving party, shall discharge or invalidate such covenant or provision or affect the right of either party to enforce the same in the event of any subsequent breach or default.

34.2. Force Majeure. Time periods for performance under this Agreement shall be deemed extended day for day for time lost attributable to any delay resulting from any act of God, strike, civil riot, fire, flood, pandemic, material or labor shortage, restriction by governmental authority, and any other cause not within the reasonable control of the Party whose performance is required under the Agreement; provided, however, that Company may not claim force majeure for any payment obligations contained within this Agreement.

34.3. Broker's Fee. If Company is represented by a real estate broker or other agency in this transaction, Company shall be fully responsible for any fee due such broker and shall hold City and its employees and agents harmless from any claims for a commission by such broker or agency.

34.4. Cooperation in Execution of Subsequent Documents. City and Company agree to cooperate in executing any documents necessary to protect the rights of the parties granted by this Agreement.

34.5. Headings. The headings to paragraphs or sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any paragraph hereof.

34.6. Notices. Except as otherwise designated in this Agreement, all notices hereunder must be in writing and shall be deemed valid if sent by certified mail, return receipt requested, or overnight delivery, addressed as follows (or any other addresses as designated by like notice):

If to City: City of Richland
Attn: Public Works Director
625 Swift Blvd.
Richland WA, 99352

If to Company: USCOC of Richland Inc.
Attention: Real Estate Lease Administration
8410 West Bryn Mawr Avenue
Chicago, IL 60631
Phone: 1-866-573-4544

34.7. Entire Agreement. This Agreement and any attached exhibits constitute the entire agreement between City and Company with respect to the subject matter herein; no prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding except that any subsequently adopted City policies and procedures for telecommunications/communications lease agreements, license agreements, Site License Addenda and final applicable permits shall be binding on the parties.

34.8. Executed in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

34.9. Governing Law. This Agreement shall be governed by applicable federal and State of Washington laws. Company agrees that the venue of any action or suit concerning this Agreement shall be in Benton County Superior Court or federal district court for the Eastern District of Washington, and all actions or suits thereon shall be brought therein.

34.10. Binding on Successors. This Agreement shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of the parties, subject to the conditions set forth in Sections 16 and 17, herein.

34.11. Failure to Insist upon Strict Performance. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement shall not constitute a waiver thereof.

34.12. Business License. Prior to constructing any Site Equipment or providing services within the City, Company shall obtain a business and/or utility license from the City in accordance with Applicable Law.

34.13. Severability. The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

34.14. No Third-Party Beneficiaries. There are no third party beneficiaries to this Agreement.

34.15. Survival. All of the provisions, conditions and requirements of Sections 6.8, 12, 22, 32, 34.9, and 34.15 survive the expiration or termination of this Agreement, and any renewals or extensions thereof.

34.16. Authority. Each individual executing this Agreement represents and warrants that such individual is duly authorized to execute and delivery this Agreement on behalf of the party it represents.

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

CITY OF RICHLAND

By: Jon Amundson, City Manager

Date: _____

COMPANY

USCOC of Richland Inc.

By: _____

Title: _____

Date: _____

Approved as to Form:

Heather Kintzley, City Attorney

Exhibit A – City Poles

Exhibit B – Approved Designs for City Poles

Exhibit C – Template Site License Addendum

Exhibit D –Leasehold Excise Tax Exemption

Exhibit E – Insurance Requirements

Exhibit F – Performance Bond

Exhibit G – Contact Information

STATE OF WASHINGTON

COUNTY OF BENTON

I certify that I know or have satisfactory evidence that **Jon Amundson** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **City Manager** of the **City of Richland** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20 ____.

(SEAL)

Notary Public

Residing at _____

My appointment expires _____

STATE OF _____

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that (he/she) signed this
instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged
it as the _____ of _____ to be the
free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20____.

(SEAL)

Notary Public

Residing at _____

My appointment expires _____

Exhibit A

City Poles

The following types of City Poles may be used for installation of Site Equipment pursuant to the terms of this Agreement.

Street Light Standards
Guy Poles
Wooden Utility Poles

DRAFT

Exhibit B
Approved Designs for City Poles

No designs were submitted at the time of execution of this Master License Agreement. The Parties agree that all designs must be reviewed and approved by City at the time USCOC of Richland Inc. seeks execution of a site license addendum specific to a desired location site.

DRAFT

Exhibit C
Site License Addendum
For Informational Purposes Only – Apply Based on City Requirements

Company shall apply to the City for approval of this Site License Addendum by filling out the below form and submitting the form to the City for approval with the applicable Administrative Fee. For each Small Cell Facility, the Company shall fill out a Site License Addendum.

This Site License Addendum (“Addendum”), made this _____ day of _____, 20____ (the “Site License Addendum Effective Date”) between the City of Richland, hereinafter designated the “City” and USCOC of Richland Inc., with its principal offices at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, IL 60631, hereinafter designated “Company”:

1. Addendum. This is a Site License Addendum as referenced in that certain Master License Agreement between The City and Company dated _____, ____ (“Agreement”). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Addendum, the terms of this Addendum shall govern. Capitalized terms used in this Addendum shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. Project Location. Attachment 1 identifies the physical location of the City Pole on which the Site Equipment shall be attached.

3. Project Description. Attachment 2 identifies the Site Equipment to be installed on the City Poles, and shall include the construction details (e.g. electrical and fiber connections, antennas, radios and accessory components). Company shall provide photo simulations of such Site Equipment attached to the City Poles and a load bearing study. The photo simulations shall include photos indicating the existing City Pole without the Site Equipment and with the proposed Site Equipment attached. If there are any accessory components, for example conduit holding backhaul or electrical, such accessory components shall be depicted in the photo simulations. If City Pole re-enforcement or replacement is necessary, include engineering design and specification drawings demonstrating the proposed alteration to the City Pole. All engineering drawings submitted must be completed and stamped by a professional engineer licensed in Washington State.

4. Interference. Include identification of existing public safety radio systems, traffic signal or street light systems, automatic meter readers, utility communication devices or other communications components that would be effected by the Site Equipment and provide verification that such equipment is not interfered with by the Site Equipment.

5. Emissions Report. Company has commissioned a NIER Report for the City Poles. Such report is attached hereto in Attachment 3.

6. Backhaul. Backhaul services shall be provided to the Site Equipment as follows:

☐ underground fiber ☐ aboveground fiber ☐ microwave ☐ other _____

and from the following entity: _____.

7. Electrical Fee. The estimated flat rate for electrical usage is: _____. To calculate the electrical fee, estimate the power draw for the Site Equipment and multiple by the City's per kilowatt power usage of _____.

8. Usage of City-Owned Conduit. Company requests usage of City's streetlight power conduit.
☐ Yes ☐ No

9. Term. The term of this Addendum shall run concurrently with the Agreement and shall terminate upon the Agreement termination unless earlier terminated by a party consistent with the Agreement.

10. Commencement Date. The Company shall notify the City upon the installation of its Site Equipment on the City Pole.

11. Fees. The Rent and Administrative Fee for the Site Equipment installed pursuant to this Addendum shall be in accordance with Section 6 of the Agreement.

13. Authority. The City and Company each represent and warrant to the other that the individuals executing this Site License Addendum are duly authorized to execute and delivery this Site License Addendum on behalf of the party it represents.

14. Carrier. The following third-party wireless carrier's equipment will be located on this City Pole: _____ or ☐ same as Company.

15. Acknowledgment. Company acknowledges that (i) this Site License Addendum is only effective upon the signatures of both parties and (ii) Company shall not have the right to install its Site Equipment on the City Poles until it has received Government Approvals and complied with the requirements (including any insurance or bonding requirements) of such Government Approvals.

EXECUTED to be effective as of the Site License Addendum Effective Date.

CITY OF RICHLAND:

USCOC of Richland Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibits:

Attachment 1 – Physical Location of City Pole

Attachment 2 – Photo Simulations, Description of Site Equipment and Load Bearing Study

Attachment 3 – NIER Report

Attachment 1

Physical Location of City Poles

DRAFT

Attachment 2

Photo Simulations, Description of Site Equipment & Load Bearing Study

DRAFT

Attachment 3

NIER Report

DRAFT

Exhibit D
Leasehold Excise Tax Exemption

(provided upon execution)

DRAFT

Exhibit E
Insurance Requirements

A. INSURANCE TERM

The Company shall carry and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Company in connection with this Agreement. Such insurance certificates and endorsements evidencing the insurance required below shall be provided to the City upon execution of this Agreement. The cost of such insurance shall be paid by the Company. Insurance shall meet or exceed the following limits and shall be maintained for the Term and so long as Company has Site Equipment on any City Poles.

B. NO LIMITATION

The Company's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Company to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. MINIMUM SCOPE OF INSURANCE

The Company shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Company's Commercial General Liability insurance policy with respect this Agreement using ISO endorsement CG 20 11, Additional Insured – Managers or Lessors of Premises or CG 20 26 or substitute endorsement providing at least as broad coverage.
2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
3. Pollution Liability insurance shall be in effect throughout the entire Agreement covering losses caused by pollution conditions that arise from the operations of the Company. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.
4. Property insurance shall be written on an all risk basis.
5. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
6. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Company's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Contractor's Excess or Umbrella Liability insurance policy.

D. MINIMUM AMOUNTS OF INSURANCE

The Company shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.
2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.
3. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.
4. Property insurance shall be written covering the full value of Company's property and improvements with no coinsurance provisions.
5. Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Company's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

E. OTHER INSURANCE PROVISIONS

Company's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Company's insurance and shall not contribute with it.

F. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-: VII.

G. VERIFICATION OF COVERAGE

The Company shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement.

H. Subcontractors

The Company shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Company-provided insurance as set forth herein, except the Company shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Company shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 2026.

I. NOTICE OF CANCELLATION

Company shall promptly provide the City with written notice of any policy cancellation.

J. FAILURE TO MAINTAIN INSURANCE

Failure on the part of the Company to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days' notice to the Company to correct the breach, terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

K. CITY FULL AVAILABILITY OF COMPANY LIMITS

If the Company maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Company, irrespective of whether such limits maintained by the Company are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Company.

L. Company – Self-Insurance

If the Company is self-insured or becomes self-insured during the term of the Agreement, Company or its affiliated parent entity shall comply with the following: (i) provide the City, upon request, a copy of Company's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) Company or its parent company is responsible for all payments within the self-insured retention; and (iii) Company assumes all defense and indemnity obligations as outlined in the indemnification section of this Agreement.

Exhibit F
Performance Bond

(provided upon execution)

DRAFT

Exhibit G
Contact Information

(provided upon execution)

Site Equipment Manager:

Secondary Site Equipment Manager:

City Contact:

DRAFT



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution 2023-166, Authorizing a Change Order Threshold for Contract No. 210-22 with Virginia Transformer Corporation for the Purchase of Two Power Transformers

Department/Office
Energy Services

Ordinance/Resolution Number:
2023-166

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-166, establishing a change order threshold of \$260,000 for Contract No. 210-22 and authorizing the City Manager to execute change orders in an aggregate of up to said amount.

Summary:

On May 3, 2022, through Resolution No. 2022-68, City Council authorized the City Manager to sign a purchase agreement with Virginia Transformer Corporation ("Virginia Transformer") in the amount of \$2,372,910.00 for the purchase of two power transformers (see Contract No. 210-22). This amount was the bid Virginia Transformer submitted in response to a city solicitation. However, the resolution did not authorize the City Manager to execute any change orders.

The purchase agreement included an escalation clause based on the Bureau of Labor Statistics Specialty Transformer Index. Through this clause, Virginia Transformer and the City agreed that Virginia Transformer would absorb increases in the price of production as shown by the Index up to a certain threshold. Price increases exceeding the threshold would be passed on to the City.

Current market conditions and price increases realized in the metal industry have greatly increased the Specialty Transformer Index and the cost of producing substation power transformers. The first transformer, delivered in June 2023, had a price escalation of 8.72%. The second transformer, expected to be delivered in November 2023, is projected to have a price escalation of 11.02%. In addition, the sales tax applicable to this purchase increased from 8.6% to 8.7%, causing the total purchase price to increase beyond the value approved by Resolution No. 2022-68.

Resolution No. 2023-166 will authorize the City Manager to execute change orders on Contract No. 210-22 to cover the additional costs identified above.

Staff recommends adoption of Resolution No. 2023-166.

Fiscal Impact:

\$260,000 covers the additional taxes, the escalation price already invoiced for the first transformer, the projected escalation price of the second transformer, and an additional 10% buffer in case the projected escalation price is less than actual. Funding is available in the City View Substation Bank 2 Addition and the Stevens Substation Bank 1 Rebuild 2023 project budgets, which are \$4,611,000 combined.

Attachments:

- I. Resolution No. 2023-166

RESOLUTION NO. 2023-166

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CHANGE ORDER THRESHOLD FOR CONTRACT
NO. 210-22 WITH VIRGINIA TRANSFORMER CORPORATION FOR
THE PURCHASE OF TWO POWER TRANSFORMERS.**

WHEREAS, pursuant to Resolution No. 2022-68, the City executed a purchase agreement with Virginia Transformer Corporation for the purchase of two substation power transformers in the amount of \$2,372,910.00, inclusive of sales tax (*see* Richland Contract No. 210-22); and

WHEREAS, the purchase agreement included a price escalation clause based on the U.S. Bureau of Labor Statistics Specialty Transformer Index; and

WHEREAS, current market conditions and price increases realized in the metal industry have greatly increased the Specialty Transformer Index and the cost of producing substation power transformers faster than has been typical in the past; and

WHEREAS, these price increases, over a certain threshold, are passed onto the City per the purchase agreement; and

WHEREAS, the first of the two power transformers cost the City an additional 8.72% or \$103,402.40 due to the above-described price escalation; and

WHEREAS, the second of the two power transformers, expected to be delivered in November 2023, will have a similar increase due to the price escalation; and

WHEREAS, the combined state and local sales tax applying to this purchase increased from 8.6% to 8.7% from the date of the original order, further increasing the cost of both transformers; and

WHEREAS, the City's best interests are served by completing the purchase of the power transformers, despite the cost increase, as they are needed for the City's substations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute change orders to the purchase agreement with Virginia Transformer Corporation in an aggregate amount of up to \$260,000.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of November, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Toni Fulton, Acting Deputy City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2023-167, Authorizing an Extension of Contract No. 447-19 with the Bonneville Environmental Foundation for the Green Power Program

Department/Office
Energy Services

Ordinance/Resolution Number:
2023-167

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-167, Authorizing an Extension with Bonneville Environmental Foundation for Renewable Energy Purchase Option

Summary:

Richland Energy Services (RES), a large utility with more than 30,500 meters, is required by RCW 19.29A.090 to offer a voluntary option for customers to purchase qualified alternative energy resources (i.e., green power). RCW 19.29A.090 allows RES to provide qualified alternative energy resource options through either: (a) resources it owns or contracts for; or (b) the purchase of verifiable qualified alternative resources credits issued by a clearinghouse or other system.

Bonneville Environmental Foundation (BEF) has the expertise, resources and desire to provide a turnkey, online solution to offer RES customers a renewable energy program. On October 15, 2019, the City entered into an agreement with the Bonneville Environmental Foundation to provide a voluntary Green Power Program to Richland electric customers on RES's behalf and in conformance with RCW 19.29A.090 (see Contract No. 447-19). The current agreement will expire on December 31, 2023.

Because BEF's renewable energy program is the most cost-effective way for RES to meet the statutory requirements of RCW 19.29A.090, the parties propose extending the terms of the current agreement. Resolution 2023-167 will authorize extensions of the current agreement for up to ten (10) years. The first proposed extension will be to and through December 31, 2026.

Under the Green Power Program, RES's residential and commercial customers voluntarily purchase and receive renewable energy credits (RECs) from the Bonneville Environmental Foundation using the BEF website with the cost of purchase borne by customers participating in the Program.

Staff recommends adoption of Resolution No. 2023-167.

Fiscal Impact:

RES plans to spend \$2,500 annually for BEF's program administration and marketing materials.

Attachments:

1. Resolution No. 2023-167
2. Proposed BEF Agreement Extension

RESOLUTION NO. 2023-167

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN EXTENSION OF CONTRACT NO. 447-19
WITH THE BONNEVILLE ENVIRONMENTAL FOUNDATION
FOR THE GREEN POWER PROGRAM.**

WHEREAS, RCW 19.29A.090 requires electric utilities to provide a voluntary option for customers to purchase qualified energy resources through the electric utility's own resources, or to purchase credits that the resource was fueled by including wind, solar energy, geothermal energy, landfill gas, wave action, wastewater treatment gas, qualified hydropower, or biomass energy; and

WHEREAS, RCW 19.29A.090 allows Richland Energy Services (RES) to provide qualified alternative energy resource options through either: (a) resources it owns or contracts for; or (b) the purchase of verifiable qualified alternative resource credits issued by a clearinghouse or other system; and

WHEREAS, the Bonneville Environmental Foundation (BEF) has the expertise, resources and desire to provide a turnkey online solution, and offers a Green Power Program that meets the requirements in RCW 19.29A.090 for qualified alternative energy resources; and

WHEREAS, on October 15, 2019, the City entered into an agreement with the Bonneville Environmental Foundation to provide a voluntary Green Power Program to Richland electric customers on RES's behalf and in conformance with RCW 19.29A.090 (*see* Contract No. 447-19; the "Agreement"); and

WHEREAS, the Agreement will terminate on December 31, 2023 unless extended by mutual agreement of the City and BEF; and

WHEREAS, under the Green Power Program, RES's residential and commercial customers voluntarily purchase and receive renewable energy credits (RECs) from the Bonneville Environmental Foundation using the BEF website with the cost of purchase borne by customers participating in the Program; and

WHEREAS, BEF's renewable energy program is the most cost-effective way for RES to meet the statutory requirements of RCW 19.29A.090.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute all documents necessary to extend Contract No. 447-19 with the Bonneville Environmental Foundation for up to ten (10) additional years.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of November, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Toni Fulton, Acting Deputy City Clerk

Heather Kintzley, City Attorney



**AGREEMENT BETWEEN
CITY OF RICHLAND
AND
BONNEVILLE ENVIRONMENTAL FOUNDATION
Richland Contract No. 447-19**

AMENDMENT NO. 1

I. RECITALS

There is now in full force and effect between the Parties a Professional Services Agreement, Contract No. 447-19, related to **provision of a Green Power Program**. The Agreement was fully executed on **10/15/2019**. The expiration date of the Agreement is **12/31/2023**. The Parties desire to amend the Agreement as provided in Section II below.

II. AGREEMENT

In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend Contract No. 447-19 as follows:

1. The Consultant shall provide services described in the attached **N/A**, which is hereby incorporated into Contract No. 447-19.
2. Fees.
 - a. ☒ The contract value remains unchanged.
 - b. ☐ Compensation for the additional services rendered pursuant to this Amendment shall be **\$0.00**. The new contract value is now **\$0.00**.
3. The contract period shall: ☐ remain unchanged; ☒ extend to **12/31/2026**.
4. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same. This Amendment may be executed electronically.

III. SIGNATURES

City:

**Bonneville Environmental
Foundation**

By: _____
Jon Amundson, ICMA-CM
City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Approved as to form:

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2023-168, Authorizing a Construction Contract with Paramount Communications, Inc. for the Fire Station No. 76 Fiber Build Project

Department/Office
Energy Services

Ordinance/Resolution Number:
2023-168

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-168, authorizing the City Manager to sign and execute a construction contract with Paramount Communications, Inc. in the amount of \$669,014.73 for the Fire Station No. 76 Fiber Build project, and to execute change orders in an aggregate amount not to exceed 10% of the original contract value as needed to fulfill the project's intent.

Summary:

The 2021-2026 CIP includes a project to construct a new Fire Station No. 76. An element of the project includes broadband infrastructure improvements to accommodate the needs of the new fire station.

RCW 39.34.030 allows Richland to enter into cooperative purchasing agreements with other public agencies for the purpose of "piggybacking" onto procurement efforts conducted by those agencies. The solicitation, evaluation, and award process conducted by the State of Washington Master Contract No. 05620 meets the City of Richland's procurement requirements to accomplish the broadband infrastructure project.

Staff recommends adoption of Resolution No. 2023-168.

Fiscal Impact:

The project cost of \$669,014.73 (with sales tax), is included in the City's 2023 Budget and the City's 2021-2026 Capital Improvement Plan (CIP).

Attachments:

- I. Resolution No. 2023-168

RESOLUTION NO. 2023-168

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSTRUCTION CONTRACT WITH
PARAMOUNT COMMUNICATIONS, INC. FOR THE PUBLIC
SAFETY RESPONSE STATION NO. 76 FIBER BUILD PROJECT.**

WHEREAS, the adopted 2021-2026 Capital Improvement Plan (CIP) includes a project to construct a new Fire Station No. 76; and

WHEREAS, the Fire Station No. 76 project includes broadband infrastructure improvements to accommodate the needs of the new fire station (the “Project”); and

WHEREAS, RCW 39.34.030 allows the City of Richland to enter into cooperative purchasing agreements with other public agencies for the purpose of “piggybacking” onto procurement efforts conducted by those agencies; and

WHEREAS, the solicitation, evaluation, and award process conducted by the State of Washington Master Contract No. 05620 meets the City’s procurement requirements; and

WHEREAS, sufficient funding is available to complete the Project; and

WHEREAS, the City’s best interests are served by completing the Project in accordance with the Capital Improvement Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with Paramount Communications, Inc. in the amount of \$669,014.73 for the new fiber build in support of the Fire Station No. 76 project, and to execute change orders in an aggregate amount not to exceed 10% of the original contract value as needed to fulfill the Project’s intent.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of November, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Toni Fulton, Acting Deputy City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 5 - Maximize Community Amenities

Subject:

Resolution No. 2023-169, Authorizing Application and Acceptance for Professional Development Grants from the Washington State Library

Department/Office
Parks & Public Facilities

Ordinance/Resolution Number:
2023-169

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-169, authorizing submission of a grant application to the Washington State Library for Professional Development Grants, and authorizing the City Manager to execute all documents necessary to receive the grant in the event staff's application is successful.

Summary:

The Washington State Library provides grants to support library workers pursuing professional development opportunities. The grant allows for funds of up to \$6,000 for staff to attend conferences, workshops, and seminars per federal fiscal year (October 1-September 30). The grant applications are informal and are submitted by the applying staff member via Survey Monkey.

Resolution No. 2023.169 will allow staff to apply for the grant, and also authorizes the City Manager to execute the grant documents in the event the grant application is successful.

Staff recommends adoption of Resolution No. 2023-169.

Fiscal Impact:

If approved, the grant will provide up to \$6,000 in new revenue for the City from the Washington State Library.

Attachments:

- I. Resolution No. 2023-169

RESOLUTION NO. 2023-169

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING GRANT APPLICATION SUBMITTAL AND
ACCEPTANCE OF PROFESSIONAL DEVELOPMENT GRANT
FUNDS FROM THE WASHINGTON STATE LIBRARY.**

WHEREAS, the Washington State Library provides funding of up to \$1,000 per individual and up to \$6,000 per library to support staff attendance at conferences, workshops and seminars in 2024; and

WHEREAS, to advance professional development, the Richland Public Library intends to send staff to conferences and workshops with professional library organizations in 2024; and

WHEREAS, these grant funds, as they did in 2023, will directly support this effort and allow more staff to engage in professional development; and

WHEREAS, the Richland Public Library supports and encourages staff to pursue professional learning goals, and values a workforce that stays at the forefront of industry trends.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to submit Professional Development grant applications to the Washington State Library for cumulative funds of up to \$6,000.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute all documents necessary to receive the grant funds in the event staff's application is successful.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of November, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Toni Fulton, Acting Deputy City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-170, Authorizing Award of Bid to Sharpe & Preszler Construction Co., Inc. for the Sunset Street and Montana Avenue Watermain Replacement Project

Department/Office
Public Works

Ordinance/Resolution Number:
2023-170

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-170, authorizing the City Manager to sign and execute a construction contract with Sharpe & Preszler Construction Co, Inc. for the Sunset Street and Montana Avenue Watermain Replacement project.

Summary:

The Capital Improvement Plan (CIP) includes a program entitled Water Distribution System Repairs and Replacements. The program is designed to invest in water system infrastructure to extend the system's useful life.

The Sunset Street and Montana Avenue Watermain Replacement project (the "Project") was developed to implement this program. All development and design work necessary to advance the Project to construction has been completed.

Bids were solicited in accordance with the City's purchasing policies, with eleven (11) bids received and opened on October 10, 2023. Sharpe & Preszler Construction Co., Inc. submitted the lowest bid of the eleven (11) received, well below the City Engineer's estimate. The program budget is sufficient to fully fund the Project.

The City's best interests are served by completing the Project as it implements a prudent investment in sustainable utility service.

Fiscal Impact:

The 2022 Capital Improvement Plan approved approximately \$725,000 in the Water Distribution System Renewal and Replacement Program for the Sunset Street and Montana Street watermains. This budget amount allows for the full funding of the proposed project, estimated at \$660,000 including construction, contingency and construction management.

Attachments:

1. Resolution No. 2023-170
2. Bid Tab - Sunset & Montana Watermain Replacement Project - ITB#23-0067
3. Vicinity Map Sunset St Montana Ave Waterline Replacement

RESOLUTION NO. 2023-170

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AWARD OF BID TO SHARPE & PRESZLER
CONSTRUCTION CO., INC. FOR THE SUNSET STREET AND
MONTANA AVENUE WATERMAIN REPLACEMENT PROJECT.**

WHEREAS, the 2023-2028 Capital Improvement Plan (CIP) includes a program entitled Water Distribution System Repairs and Replacements (the “Program”); and

WHEREAS, the Program is designed to invest in water system infrastructure to extend the system’s useful life; and

WHEREAS, the Sunset Street and Montana Avenue Watermain Replacement Project (the “Project”) was developed to implement this program; and

WHEREAS, all project development and design work necessary to advance the Project to construction is complete; and

WHEREAS, bids were solicited in accordance with the City’s purchasing policies, with eleven (11) bids received and opened on October 10, 2023; and

WHEREAS, Sharpe & Preszler Construction Co., Inc. submitted the lowest responsible bid of the eleven (11) bids received; and

WHEREAS, sufficient funding is available in the Program budget to support completion of the Project; and

WHEREAS, the City’s best interests are served by completing the Project in accordance with the CIP, project design and lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with Sharpe & Preszler Construction Co., Inc. in the amount of \$535,455.76 for the Sunset Street and Montana Avenue Watermain Replacement Project, and to execute change orders in an aggregate amount not to exceed \$60,000 as needed to fulfill the Project’s intent.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of November, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Toni Fulton, Acting Deputy City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED: October 10, 2023	ITB # 23-0067
SUNSET ST & MONTANA AVE WATER MAIN REPLACEMENT	

				ENGINEER'S ESTIMATE		SHARPE & PRESZLER CONSTRUCTION CO. INC KENNEWICK, WA		BIG D'S CONSTRUCTION OF TRI-CITIES, INC PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - SUNSET ST								
1	MOBILIZATION (ALL SCHEDULES)	1	LS	\$100,000.00	100,000.00	50,225.00	50,225.00	10,000.00	10,000.00
2	SPCC PLAN (ALL SCHEDULES)	1	LS	\$1,000.00	1,000.00	150.00	150.00	1,500.00	1,500.00
3	ROADWAY SURVEYING (ALL SCHEDULES)	1	LS	\$15,000.00	15,000.00	4,400.00	4,400.00	6,000.00	6,000.00
4	ADA FEATURES SURVEYING	1	LS	\$8,000.00	8,000.00	1,300.00	1,300.00	2,000.00	2,000.00
5	PROJECT TEMPORARY TRAFFIC CONTROL (ALL SCHEDULES)	1	LS	\$25,000.00	25,000.00	6,750.00	6,750.00	20,000.00	20,000.00
6	REMOVAL OF STRUCTURES AND OBSTRUCTIONS (ALL SCHEDULES)	1	LS	\$20,000.00	20,000.00	6,330.00	6,330.00	10,000.00	10,000.00
7	SITE RESTORATION (ALL SCHEDULES)	1	LS	\$20,000.00	20,000.00	12,400.00	12,400.00	10,000.00	10,000.00
8	EROSION CONTROL AND WATER POLLUTION PREVENTION (ALL SCHEDULES)	1	LS	\$5,000.00	5,000.00	500.00	500.00	2,500.00	2,500.00
9	CEMENT CONCRETE TRAFFIC CURB & GUTTER	90	LF	\$35.00	3,150.00	37.00	3,330.00	25.00	2,250.00
10	CEMENT CONCRETE SIDEWALK (4" CONCRETE)	41	SY	\$50.00	2,050.00	58.00	2,378.00	65.00	2,665.00
11	CEMENT CONCRETE SIDEWALK FOR ADA RAMP (6" CONCRETE)	20	SY	\$250.00	5,000.00	185.00	3,700.00	200.00	4,000.00
12	DETECTABLE WARNING SURFACE	16	SF	\$40.00	640.00	33.00	528.00	25.00	400.00
13	SAWCUTTING CEMENT CONC. CURB	36	LF	\$35.00	1,260.00	2.00	72.00	5.00	180.00
14	ASPHALT PATCHING (2" HMA, 8" CSTC)	1,568	SY	\$100.00	156,800.00	36.50	57,232.00	35.00	54,880.00
15	TRENCH SAFETY	1,548	LF	\$5.00	7,740.00	1.00	1,548.00	1.00	1,548.00
16	IMPORTED PIPE ZONE BEDDING	1,548	LF	\$5.00	7,740.00	2.00	3,096.00	1.00	1,548.00
17	IMPORTED PIPE TRENCH BACKFILL	1,548	LF	\$5.00	7,740.00	10.00	15,480.00	1.00	1,548.00
18	UTILITY CROSSINGS MARKED AND UNMARKED	15	EA	\$200.00	3,000.00	200.00	3,000.00	500.00	7,500.00
19	PVC WATER MAIN 8 IN. DIAM.	1,548	LF	\$50.00	77,400.00	63.65	98,530.20	55.00	85,140.00
20	CONNECT TO EXISTING 8 IN WATER MAIN	1	EA	\$2,000.00	2,000.00	950.00	950.00	4,000.00	4,000.00
21	CONNECT TO EXISTING 6 IN WATER MAIN	1	EA	\$1,800.00	1,800.00	950.00	950.00	4,000.00	4,000.00
22	8 IN. 22.5 DEGREE BEND (MJ)	2	EA	\$850.00	1,700.00	490.00	980.00	350.00	700.00
23	8 IN. 90 DEGREE BEND (MJ)	1	EA	\$900.00	900.00	465.00	465.00	300.00	300.00
24	6 IN. X 6 IN. TEE (MJXFL)	1	EA	\$750.00	750.00	560.00	560.00	450.00	450.00
25	8 IN. X 6 IN. TEE (MJ X FL)	2	EA	\$800.00	1,600.00	630.00	1,260.00	500.00	1,000.00
26	GATE VALVE 6 IN. (FL X MJ)	3	EA	\$1,500.00	4,500.00	1,805.00	5,415.00	1,500.00	4,500.00
27	GATE VALVE 8 IN. (FL X MJ)	1	EA	\$1,500.00	1,500.00	2,550.00	2,550.00	200.00	200.00
28	BUTTERFLY VALVE 20 IN. (MJ X MJ)	1	EA	\$2,000.00	2,000.00	7,100.00	7,100.00	6,000.00	6,000.00

				ENGINEER'S ESTIMATE		SHARPE & PRESZLER CONSTRUCTION CO. INC KENNEWICK, WA		BIG D'S CONSTRUCTION OF TRI-CITIES, INC PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
29	FIRE HYDRANT ASSEMBLY	2	EA	\$4,000.00	8,000.00	5,170.00	10,340.00	6,000.00	12,000.00
30	DI WATER MAIN 6 IN. DIAM., RESTRAINED JOINT	17	LF	\$85.00	1,445.00	106.00	1,802.00	60.00	1,020.00
31	8 IN. (FL X MJ) COUPLING ADAPTER	1	EA	\$500.00	500.00	750.00	750.00	400.00	400.00
32	20 IN. (RJ X RJ) COUPLING ADAPTER	2	EA	\$1,000.00	2,000.00	4,950.00	9,900.00	3,000.00	6,000.00
33	PRESSURE CAP 4 IN.	1	EA	\$150.00	150.00	1,040.00	1,040.00	150.00	150.00
34	BLIND FLANGE	1	EA	\$250.00	250.00	970.00	970.00	350.00	350.00
35	REPAIR BAND	7	EA	\$500.00	3,500.00	3,485.00	24,395.00	500.00	3,500.00
36	THRUST BLOCK	7	EA	\$200.00	1,400.00	20.00	140.00	300.00	2,100.00
37	1 IN. STREET SERVICE ASSEMBLY (8 IN. MAIN)	20	EA	\$600.00	12,000.00	720.00	14,400.00	3,000.00	60,000.00
38	1 IN. HOUSE SERVICE ASSEMBLY	20	EA	\$500.00	10,000.00	150.00	3,000.00	800.00	16,000.00
39	1 IN. WATER SERVICE LINE (PEX PIPE)	485	LF	\$40.00	19,400.00	30.50	14,792.50	15.00	7,275.00
40	1 IN. HOUSE SERVICE LINE (PEX PIPE)	232	LF	\$40.00	9,280.00	38.50	8,932.00	15.00	3,480.00
41	1 IN WATER METER ASSEMBLY	20	EA	\$850.00	17,000.00	445.00	8,900.00	1,000.00	20,000.00
42	REMOVE EXISTING WATER METER FITTING (VALVE, REDUCE, BEND OR TEE)	1	EA	\$200.00	200.00	70.00	70.00	2,000.00	2,000.00
43	REMOVE EXISTING WATER METER BOX	20	EA	\$150.00	3,000.00	100.00	2,000.00	250.00	5,000.00
44	REMOVE EXISTING WATER VALVE BOX	3	EA	\$150.00	450.00	150.00	450.00	250.00	750.00
45	REMOVE AND DISPOSE OF EXISTING FIRE HYDRANT	1	EA	\$500.00	500.00	500.00	500.00	1,500.00	1,500.00
46	DIG & VERIFY	14	EA	\$500.00	7,000.00	200.00	2,800.00	500.00	7,000.00
47	IRRIGATION RECONNECTION ASSEMBLY	7	EA	\$500.00	3,500.00	200.00	1,400.00	1,500.00	10,500.00
48	8" x 6" REDUCER	1	EA	\$500.00	500.00	340.00	340.00	300.00	300.00
49	6 IN. COUPLING	1	EA	\$500.00	500.00	750.00	750.00	500.00	500.00
50	PLUGGING EXISTING PIPE	2	EA	\$300.00	600.00	75.00	150.00	500.00	1,000.00
51	RECORD DRAWING	1	LS	\$ 500.00	500.00	500.00	500.00	500.00	500.00
SCHEDULE A - SUNSET ST SUBTOTAL					\$584,945.00		\$399,500.70		\$406,134.00
8.7% SALES TAX					50,890.22		34,756.56		35,333.66
SCHEDULE A - SUNSET ST TOTAL					\$635,835.22		\$434,257.26		\$441,467.66
SCHEDULE B - MONTANA AVE									
1	ASPHALT PATCHING (2" HMA, 8" CSTC)	440	SY	\$100.00	44,000.00	39.70	17,468.00	35.00	15,400.00
2	TRENCH SAFETY	473	LF	\$5.00	2,365.00	1.00	473.00	1.00	473.00
3	IMPORTED PIPE ZONE BEDDING	473	LF	\$5.00	2,365.00	2.00	946.00	4.00	1,892.00
4	IMPORTED PIPE TRENCH BACKFILL	473	LF	\$5.00	2,365.00	10.00	4,730.00	4.00	1,892.00
5	DUCTILE WATER MAIN 8 IN. DIAM.	473	LF	\$65.00	30,745.00	80.70	38,171.10	94.00	44,462.00
6	CONNECT TO EXISTING 8 IN WATER MAIN	2	EA	\$2,000.00	4,000.00	950.00	1,900.00	2,500.00	5,000.00
7	8 IN. 45 DEGREE BEND (MJ)	2	EA	\$900.00	1,800.00	575.00	1,150.00	500.00	1,000.00

				ENGINEER'S ESTIMATE		SHARPE & PRESZLER CONSTRUCTION CO. INC KENNEWICK, WA		BIG D'S CONSTRUCTION OF TRI-CITIES, INC PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
8	8 IN. X 6 IN. TEE (MJ X FL)	1	EA	\$800.00	800.00	700.00	700.00	500.00	500.00
9	GATE VALVE 6 IN. (FL X MJ)	1	EA	\$1,500.00	1,500.00	1,800.00	1,800.00	1,400.00	1,400.00
10	FIRE HYDRANT ASSEMBLY	1	EA	\$4,000.00	4,000.00	5,140.00	5,140.00	6,000.00	6,000.00
11	DI WATER MAIN 6 IN. DIAM., RESTRAINED JOINT	6	LF	\$85.00	510.00	106.00	636.00	60.00	360.00
12	8 IN. (FL X MJ) COUPLING ADAPTER	2	EA	\$500.00	1,000.00	750.00	1,500.00	400.00	800.00
13	THRUST BLOCK	4	EA	\$200.00	800.00	20.00	80.00	300.00	1,200.00
14	1 IN. STREET SERVICE ASSEMBLY (8 IN. MAIN)	7	EA	\$600.00	4,200.00	720.00	5,040.00	3,000.00	21,000.00
15	1 IN. HOUSE SERVICE ASSEMBLY	4	EA	\$500.00	2,000.00	150.00	600.00	800.00	3,200.00
16	1 IN. WATER SERVICE LINE (PEX PIPE)	131	LF	\$40.00	5,240.00	34.80	4,558.80	15.00	1,965.00
17	1 IN. HOUSE SERVICE LINE (PEX PIPE)	23	LF	\$40.00	920.00	52.00	1,196.00	15.00	345.00
18	1 IN WATER METER ASSEMBLY	4	EA	\$850.00	3,400.00	445.00	1,780.00	2,000.00	8,000.00
19	REMOVE EXISTING WATER METER FITTING (VALVE, REDUCE, BEND OR TEE)	1	EA	\$200.00	200.00	70.00	70.00	2,000.00	2,000.00
20	REMOVE EXISTING WATER METER BOX	4	EA	\$150.00	600.00	100.00	400.00	250.00	1,000.00
21	REMOVE EXISTING WATER VALVE BOX	1	EA	\$150.00	150.00	150.00	150.00	250.00	250.00
22	REMOVE AND DISPOSE OF EXISTING FIRE HYDRANT	1	EA	\$500.00	500.00	500.00	500.00	1,500.00	1,500.00
23	DIG & VERIFY	2	EA	\$500.00	1,000.00	200.00	400.00	500.00	1,000.00
24	REMOVE BOULDERS (LARGER THAN 1 CY), INCL. HAUL	50	CY	\$150.00	7,500.00	40.00	2,000.00	50.00	2,500.00
25	BOLLARDS	2	EA	\$500.00	1,000.00	780.00	1,560.00	800.00	1,600.00
26	PLUGGING EXISTING PIPE	2	EA	\$300.00	600.00	75.00	150.00	500.00	1,000.00
SCHEDULE B - MONTANA AVE SUBTOTAL					\$123,560.00		\$93,098.90		\$125,739.00
8.7% SALES TAX					10,749.72		8,099.60		10,939.29
SCHEDULE B - MONTANA AVE TOTAL					\$134,309.72		\$101,198.50		\$136,678.29
SCHEDULE A - SUNSET ST					\$635,835.22		\$434,257.26		\$441,467.66
SCHEDULE B - MONTANA AVE					\$134,309.72		\$101,198.50		\$136,678.29
GRAND TOTAL					\$770,144.94		\$535,455.76		\$578,145.95

City of Richland

DATE BIDS OPENED: October 10, 2023	ITB # 23-0067
SUNSET ST & MONTANA AVE WATER MAIN REPLACEMENT	

				INDUSTRIAL CONSTRUCTION OF WA W RICHLAND, WA		PREMIER EXCAVATION, INC PASCO, WA		CULBERT CONSTRUCTION, INC PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - SUNSET ST								
1	MOBILIZATION (ALL SCHEDULES)	1	LS	23,622.85	23,622.85	21,750.00	21,750.00	68,653.85	68,653.85
2	SPCC PLAN (ALL SCHEDULES)	1	LS	1,248.91	1,248.91	500.00	500.00	97.87	97.87
3	ROADWAY SURVEYING (ALL SCHEDULES)	1	LS	4,995.63	4,995.63	6,500.00	6,500.00	5,666.03	5,666.03
4	ADA FEATURES SURVEYING	1	LS	1,873.36	1,873.36	2,400.00	2,400.00	1,230.01	1,230.01
5	PROJECT TEMPORARY TRAFFIC CONTROL (ALL SCHEDULES)	1	LS	42,545.03	42,545.03	9,700.00	9,700.00	24,600.29	24,600.29
6	REMOVAL OF STRUCTURES AND OBSTRUCTIONS (ALL SCHEDULES)	1	LS	3,320.96	3,320.96	6,500.00	6,500.00	27,295.70	27,295.70
7	SITE RESTORATION (ALL SCHEDULES)	1	LS	15,216.74	15,216.74	26,650.00	26,650.00	39,507.64	39,507.64
8	EROSION CONTROL AND WATER POLLUTION PREVENTION (ALL SCHEDULES)	1	LS	2,075.60	2,075.60	1,300.00	1,300.00	1,388.31	1,388.31
9	CEMENT CONCRETE TRAFFIC CURB & GUTTER	90	LF	111.70	10,053.00	102.00	9,180.00	158.64	14,277.60
10	CEMENT CONCRETE SIDEWALK (4" CONCRETE)	41	SY	151.22	6,200.02	231.18	9,478.38	246.11	10,090.51
11	CEMENT CONCRETE SIDEWALK FOR ADA RAMP (6" CONCRETE)	20	SY	218.53	4,370.60	527.75	10,555.00	193.46	3,869.20
12	DETECTABLE WARNING SURFACE	16	SF	41.00	656.00	25.00	400.00	41.00	656.00
13	SAWCUTTING CEMENT CONC. CURB	36	LF	51.49	1,853.64	19.00	684.00	17.08	614.88
14	ASPHALT PATCHING (2" HMA, 8" CSTC)	1,568	SY	24.30	38,102.40	41.90	65,699.20	50.16	78,650.88
15	TRENCH SAFETY	1,548	LF	3.31	5,123.88	2.00	3,096.00	2.88	4,458.24
16	IMPORTED PIPE ZONE BEDDING	1,548	LF	6.39	9,891.72	4.22	6,532.56	10.69	16,548.12
17	IMPORTED PIPE TRENCH BACKFILL	1,548	LF	2.68	4,148.64	12.66	19,597.68	8.05	12,461.40
18	UTILITY CROSSINGS MARKED AND UNMARKED	15	EA	415.12	6,226.80	300.00	4,500.00	802.23	12,033.45
19	PVC WATER MAIN 8 IN. DIAM.	1,548	LF	82.96	128,422.08	55.19	85,434.12	45.54	70,495.92
20	CONNECT TO EXISTING 8 IN WATER MAIN	1	EA	2,162.27	2,162.27	6,500.00	6,500.00	1,926.47	1,926.47
21	CONNECT TO EXISTING 6 IN WATER MAIN	1	EA	2,103.69	2,103.69	5,500.00	5,500.00	1,926.47	1,926.47
22	8 IN. 22.5 DEGREE BEND (MJ)	2	EA	4,215.32	8,430.64	1,090.00	2,180.00	305.57	611.14
23	8 IN. 90 DEGREE BEND (MJ)	1	EA	1,031.40	1,031.40	1,090.00	1,090.00	280.46	280.46
24	6 IN. X 6 IN. TEE (MJXFL)	1	EA	1,947.85	1,947.85	1,271.00	1,271.00	414.73	414.73
25	8 IN. X 6 IN. TEE (MJ X FL)	2	EA	1,187.79	2,375.58	1,395.00	2,790.00	463.94	927.88
26	GATE VALVE 6 IN. (FL X MJ)	3	EA	2,164.28	6,492.84	1,923.33	5,769.99	1,500.17	4,500.51
27	GATE VALVE 8 IN. (FL X MJ)	1	EA	2,462.05	2,462.05	2,585.00	2,585.00	2,128.16	2,128.16
28	BUTTERFLY VALVE 20 IN. (MJ X MJ)	1	EA	8,798.23	8,798.23	9,400.00	9,400.00	8,672.83	8,672.83

				INDUSTRIAL CONSTRUCTION OF WA W RICHLAND, WA		PREMIER EXCAVATION, INC PASCO, WA		CULBERT CONSTRUCTION, INC PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
29	FIRE HYDRANT ASSEMBLY	2	EA	5,983.14	11,966.28	6,530.00	13,060.00	4,675.03	9,350.06
30	DI WATER MAIN 6 IN. DIAM., RESTRAINED JOINT	17	LF	133.89	2,276.13	118.24	2,010.08	86.30	1,467.10
31	8 IN. (FL X MJ) COUPLING ADAPTER	1	EA	1,332.03	1,332.03	1,000.00	1,000.00	503.52	503.52
32	20 IN. (RJ X RJ) COUPLING ADAPTER	2	EA	4,498.78	8,997.56	4,120.00	8,240.00	2,814.39	5,628.78
33	PRESSURE CAP 4 IN.	1	EA	731.04	731.04	903.00	903.00	1,178.43	1,178.43
34	BLIND FLANGE	1	EA	829.41	829.41	720.00	720.00	709.87	709.87
35	REPAIR BAND	7	EA	2,160.18	15,121.26	1,117.14	7,819.98	1,139.40	7,975.80
36	THRUST BLOCK	7	EA	767.52	5,372.64	550.00	3,850.00	201.82	1,412.74
37	1 IN. STREET SERVICE ASSEMBLY (8 IN. MAIN)	20	EA	743.28	14,865.60	713.05	14,261.00	520.51	10,410.20
38	1 IN. HOUSE SERVICE ASSEMBLY	20	EA	246.13	4,922.60	509.00	10,180.00	769.38	15,387.60
39	1 IN. WATER SERVICE LINE (PEX PIPE)	485	LF	23.42	11,358.70	21.47	10,412.95	34.60	16,781.00
40	1 IN. HOUSE SERVICE LINE (PEX PIPE)	232	LF	23.49	5,449.68	27.59	6,400.88	83.01	19,258.32
41	1 IN WATER METER ASSEMBLY	20	EA	850.54	17,010.80	1,220.00	24,400.00	865.32	17,306.40
42	REMOVE EXISTING WATER METER FITTING (VALVE, REDUCE, BEND OR TEE)	1	EA	830.24	830.24	450.00	450.00	218.95	218.95
43	REMOVE EXISTING WATER METER BOX	20	EA	207.56	4,151.20	180.00	3,600.00	46.83	936.60
44	REMOVE EXISTING WATER VALVE BOX	3	EA	207.56	622.68	450.00	1,350.00	218.95	656.85
45	REMOVE AND DISPOSE OF EXISTING FIRE HYDRANT	1	EA	1,869.81	1,869.81	800.00	800.00	437.90	437.90
46	DIG & VERIFY	14	EA	830.24	11,623.36	550.00	7,700.00	437.90	6,130.60
47	IRRIGATION RECONNECTION ASSEMBLY	7	EA	694.28	4,859.96	898.57	6,289.99	1,256.82	8,797.74
48	8" x 6" REDUCER	1	EA	1,051.29	1,051.29	2,450.00	2,450.00	264.06	264.06
49	6 IN. COUPLING	1	EA	1,272.34	1,272.34	1,050.00	1,050.00	490.59	490.59
50	PLUGGING EXISTING PIPE	2	EA	636.86	1,273.72	675.00	1,350.00	271.03	542.06
51	RECORD DRAWING	1	LS	500.00	500.00	500.00	500.00	500.00	500.00
SCHEDULE A - SUNSET ST SUBTOTAL					\$474,040.74		\$456,340.81		\$540,329.72
8.7% SALES TAX					41,241.54		39,701.65		47,008.69
SCHEDULE A - SUNSET ST TOTAL					\$515,282.28		\$496,042.46		\$587,338.41
SCHEDULE B - MONTANA AVE									
1	ASPHALT PATCHING (2" HMA, 8" CSTC)	440	SY	31.00	13,640.00	49.94	21,973.60	54.59	24,019.60
2	TRENCH SAFETY	473	LF	2.45	1,158.85	1.00	473.00	2.48	1,173.04
3	IMPORTED PIPE ZONE BEDDING	473	LF	9.66	4,569.18	8.92	4,219.16	10.71	5,065.83
4	IMPORTED PIPE TRENCH BACKFILL	473	LF	8.80	4,162.40	26.77	12,662.21	16.06	7,596.38
5	DUCTILE WATER MAIN 8 IN. DIAM.	473	LF	61.32	29,004.36	87.31	41,297.63	59.15	27,977.95
6	CONNECT TO EXISTING 8 IN WATER MAIN	2	EA	1,916.22	3,832.44	3,800.00	7,600.00	2,498.06	4,996.12
7	8 IN. 45 DEGREE BEND (MJ)	2	EA	946.24	1,892.48	1,255.00	2,510.00	555.99	1,111.98

				INDUSTRIAL CONSTRUCTION OF WA W RICHLAND, WA		PREMIER EXCAVATION, INC PASCO, WA		CULBERT CONSTRUCTION, INC PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
8	8 IN. X 6 IN. TEE (MJ X FL)	1	EA	955.63	955.63	1,570.00	1,570.00	548.62	548.62
9	GATE VALVE 6 IN. (FL X MJ)	1	EA	1,956.99	1,956.99	1,890.00	1,890.00	1,533.85	1,533.85
10	FIRE HYDRANT ASSEMBLY	1	EA	5,494.56	5,494.56	7,180.00	7,180.00	4,903.92	4,903.92
11	DI WATER MAIN 6 IN. DIAM., RESTRAINED JOINT	6	LF	297.92	1,787.52	260.00	1,560.00	244.51	1,467.06
12	8 IN. (FL X MJ) COUPLING ADAPTER	2	EA	1,098.76	2,197.52	815.00	1,630.00	303.01	606.02
13	THRUST BLOCK	4	EA	805.11	3,220.44	720.00	2,880.00	211.98	847.92
14	1 IN. STREET SERVICE ASSEMBLY (8 IN. MAIN)	7	EA	761.69	5,331.83	775.00	5,425.00	596.50	4,175.50
15	1 IN. HOUSE SERVICE ASSEMBLY	4	EA	337.45	1,349.80	492.50	1,970.00	975.78	3,903.12
16	1 IN. WATER SERVICE LINE (PEX PIPE)	131	LF	50.67	6,637.77	23.99	3,142.69	31.55	4,133.05
17	1 IN. HOUSE SERVICE LINE (PEX PIPE)	23	LF	42.43	975.89	36.52	839.96	170.95	3,931.85
18	1 IN WATER METER ASSEMBLY	4	EA	942.04	3,768.16	1,320.00	5,280.00	905.20	3,620.80
19	REMOVE EXISTING WATER METER FITTING (VALVE, REDUCE, BEND OR TEE)	1	EA	1,838.85	1,838.85	120.00	120.00	822.68	822.68
20	REMOVE EXISTING WATER METER BOX	4	EA	390.64	1,562.56	400.00	1,600.00	88.79	355.16
21	REMOVE EXISTING WATER VALVE BOX	1	EA	390.64	390.64	350.00	350.00	437.90	437.90
22	REMOVE AND DISPOSE OF EXISTING FIRE HYDRANT	1	EA	781.27	781.27	1,500.00	1,500.00	437.90	437.90
23	DIG & VERIFY	2	EA	781.27	1,562.54	650.00	1,300.00	437.90	875.80
24	REMOVE BOULDERS (LARGER THAN 1 CY), INCL. HAUL	50	CY	117.19	5,859.50	225.00	11,250.00	143.56	7,178.00
25	BOLLARDS	2	EA	1,333.90	2,667.80	1,200.00	2,400.00	764.06	1,528.12
26	PLUGGING EXISTING PIPE	2	EA	462.48	924.96	600.00	1,200.00	295.83	591.66
SCHEDULE B - MONTANA AVE SUBTOTAL					\$107,523.94		\$143,823.25		\$113,839.83
8.7% SALES TAX					9,354.58		12,512.62		9,904.07
SCHEDULE B - MONTANA AVE TOTAL					\$116,878.52		\$156,335.87		\$123,743.90
SCHEDULE A - SUNSET ST					\$515,282.28		\$496,042.46		\$587,338.41
SCHEDULE B - MONTANA AVE					\$116,878.52		\$156,335.87		\$123,743.90
GRAND TOTAL					\$632,160.80		\$652,378.33		\$711,082.30

City of Richland

DATE BIDS OPENED: October 10, 2023	ITB # 23-0067
SUNSET ST & MONTANA AVE WATER MAIN REPLACEMENT	

				HCON INCORPORATED PUYALLUP, WA		GOODMAN & MEHLENBACHER ENTERPRISES, INC KENNEWICK, WA		MASS X CONSTRUCTION, LLC ELLENSBURG, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - SUNSET ST								
1	MOBILIZATION (ALL SCHEDULES)	1	LS	57,000.00	57,000.00	67,380.00	67,380.00	79,273.00	79,273.00
2	SPCC PLAN (ALL SCHEDULES)	1	LS	900.00	900.00	5,000.00	5,000.00	173.00	173.00
3	ROADWAY SURVEYING (ALL SCHEDULES)	1	LS	8,900.00	8,900.00	7,500.00	7,500.00	7,031.00	7,031.00
4	ADA FEATURES SURVEYING	1	LS	2,400.00	2,400.00	3,500.00	3,500.00	1,100.00	1,100.00
5	PROJECT TEMPORARY TRAFFIC CONTROL (ALL SCHEDULES)	1	LS	40,000.00	40,000.00	25,000.00	25,000.00	5,146.00	5,146.00
6	REMOVAL OF STRUCTURES AND OBSTRUCTIONS (ALL SCHEDULES)	1	LS	20,000.00	20,000.00	38,500.00	38,500.00	1,662.00	1,662.00
7	SITE RESTORATION (ALL SCHEDULES)	1	LS	25,000.00	25,000.00	27,500.00	27,500.00	2,154.00	2,154.00
8	EROSION CONTROL AND WATER POLLUTION PREVENTION (ALL SCHEDULES)	1	LS	17,000.00	17,000.00	15,000.00	15,000.00	262.00	262.00
9	CEMENT CONCRETE TRAFFIC CURB & GUTTER	90	LF	110.00	9,900.00	65.00	5,850.00	117.00	10,530.00
10	CEMENT CONCRETE SIDEWALK (4" CONCRETE)	41	SY	65.00	2,665.00	175.00	7,175.00	331.00	13,571.00
11	CEMENT CONCRETE SIDEWALK FOR ADA RAMP (6" CONCRETE)	20	SY	210.00	4,200.00	325.00	6,500.00	381.00	7,620.00
12	DETECTABLE WARNING SURFACE	16	SF	23.00	368.00	40.00	640.00	34.00	544.00
13	SAWCUTTING CEMENT CONC. CURB	36	LF	25.00	900.00	70.00	2,520.00	27.00	972.00
14	ASPHALT PATCHING (2" HMA, 8" CSTC)	1,568	SY	23.00	36,064.00	30.00	47,040.00	52.00	81,536.00
15	TRENCH SAFETY	1,548	LF	1.00	1,548.00	1.50	2,322.00	0.12	185.76
16	IMPORTED PIPE ZONE BEDDING	1,548	LF	0.01	15.48	-	-	32.00	49,536.00
17	IMPORTED PIPE TRENCH BACKFILL	1,548	LF	0.01	15.48	-	-	59.00	91,332.00
18	UTILITY CROSSINGS MARKED AND UNMARKED	15	EA	1,800.00	27,000.00	500.00	7,500.00	1,466.00	21,990.00
19	PVC WATER MAIN 8 IN. DIAM.	1,548	LF	105.00	162,540.00	50.00	77,400.00	35.00	54,180.00
20	CONNECT TO EXISTING 8 IN WATER MAIN	1	EA	2,600.00	2,600.00	1,200.00	1,200.00	158.00	158.00
21	CONNECT TO EXISTING 6 IN WATER MAIN	1	EA	2,600.00	2,600.00	1,200.00	1,200.00	158.00	158.00
22	8 IN. 22.5 DEGREE BEND (MJ)	2	EA	500.00	1,000.00	650.00	1,300.00	367.00	734.00
23	8 IN. 90 DEGREE BEND (MJ)	1	EA	500.00	500.00	650.00	650.00	309.00	309.00
24	6 IN. X 6 IN. TEE (MJXFL)	1	EA	500.00	500.00	650.00	650.00	539.00	539.00
25	8 IN. X 6 IN. TEE (MJ X FL)	2	EA	500.00	1,000.00	650.00	1,300.00	539.00	1,078.00
26	GATE VALVE 6 IN. (FL X MJ)	3	EA	1,500.00	4,500.00	1,750.00	5,250.00	1,916.00	5,748.00
27	GATE VALVE 8 IN. (FL X MJ)	1	EA	2,500.00	2,500.00	2,500.00	2,500.00	2,617.00	2,617.00
28	BUTTERFLY VALVE 20 IN. (MJ X MJ)	1	EA	6,500.00	6,500.00	8,000.00	8,000.00	7,375.00	7,375.00

				HCON INCORPORATED PUYALLUP, WA		GOODMAN & MEHLENBACHER ENTERPRISES, INC KENNEWICK, WA		MASS X CONSTRUCTION, LLC ELLENSBURG, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
29	FIRE HYDRANT ASSEMBLY	2	EA	7,000.00	14,000.00	5,850.00	11,700.00	7,868.00	15,736.00
30	DI WATER MAIN 6 IN. DIAM., RESTRAINED JOINT	17	LF	120.00	2,040.00	225.00	3,825.00	100.00	1,700.00
31	8 IN. (FL X MJ) COUPLING ADAPTER	1	EA	500.00	500.00	500.00	500.00	345.00	345.00
32	20 IN. (RJ X RJ) COUPLING ADAPTER	2	EA	2,500.00	5,000.00	3,250.00	6,500.00	2,954.00	5,908.00
33	PRESSURE CAP 4 IN.	1	EA	300.00	300.00	300.00	300.00	194.00	194.00
34	BLIND FLANGE	1	EA	2,500.00	2,500.00	500.00	500.00	503.00	503.00
35	REPAIR BAND	7	EA	750.00	5,250.00	600.00	4,200.00	2,119.00	14,833.00
36	THRUST BLOCK	7	EA	200.00	1,400.00	250.00	1,750.00	732.00	5,124.00
37	1 IN. STREET SERVICE ASSEMBLY (8 IN. MAIN)	20	EA	1,500.00	30,000.00	1,750.00	35,000.00	2,950.00	59,000.00
38	1 IN. HOUSE SERVICE ASSEMBLY	20	EA	600.00	12,000.00	1,300.00	26,000.00	546.00	10,920.00
39	1 IN. WATER SERVICE LINE (PEX PIPE)	485	LF	3.00	1,455.00	35.00	16,975.00	35.00	16,975.00
40	1 IN. HOUSE SERVICE LINE (PEX PIPE)	232	LF	3.00	696.00	35.00	8,120.00	35.00	8,120.00
41	1 IN WATER METER ASSEMBLY	20	EA	800.00	16,000.00	2,000.00	40,000.00	1,548.00	30,960.00
42	REMOVE EXISTING WATER METER FITTING (VALVE, REDUCE, BEND OR TEE)	1	EA	500.00	500.00	1,250.00	1,250.00	551.00	551.00
43	REMOVE EXISTING WATER METER BOX	20	EA	300.00	6,000.00	750.00	15,000.00	176.00	3,520.00
44	REMOVE EXISTING WATER VALVE BOX	3	EA	500.00	1,500.00	200.00	600.00	344.00	1,032.00
45	REMOVE AND DISPOSE OF EXISTING FIRE HYDRANT	1	EA	1,000.00	1,000.00	2,500.00	2,500.00	1,449.00	1,449.00
46	DIG & VERIFY	14	EA	500.00	7,000.00	500.00	7,000.00	467.00	6,538.00
47	IRRIGATION RECONNECTION ASSEMBLY	7	EA	1,050.00	7,350.00	1,325.00	9,275.00	662.00	4,634.00
48	8" x 6" REDUCER	1	EA	500.00	500.00	400.00	400.00	309.00	309.00
49	6 IN. COUPLING	1	EA	500.00	500.00	650.00	650.00	575.00	575.00
50	PLUGGING EXISTING PIPE	2	EA	1,100.00	2,200.00	500.00	1,000.00	223.00	446.00
51	RECORD DRAWING	1	LS	500.00	500.00	500.00	500.00	500.00	500.00
SCHEDULE A - SUNSET ST SUBTOTAL					556,306.96	561,922.00		637,385.76	
8.7% SALES TAX					48,398.71	48,887.21		55,452.56	
SCHEDULE A - SUNSET ST TOTAL					\$604,705.67	\$610,809.21		\$692,838.32	
SCHEDULE B - MONTANA AVE									
1	ASPHALT PATCHING (2" HMA, 8" CSTC)	440	SY	23.00	10,120.00	35.00	15,400.00	58.00	25,520.00
2	TRENCH SAFETY	473	LF	1.00	473.00	4.50	2,128.50	0.21	99.33
3	IMPORTED PIPE ZONE BEDDING	473	LF	0.01	4.73	-	-	32.00	15,136.00
4	IMPORTED PIPE TRENCH BACKFILL	473	LF	0.01	4.73	-	-	52.00	24,596.00
5	DUCTILE WATER MAIN 8 IN. DIAM.	473	LF	115.00	54,395.00	60.00	28,380.00	50.00	23,650.00
6	CONNECT TO EXISTING 8 IN WATER MAIN	2	EA	3,000.00	6,000.00	1,200.00	2,400.00	158.00	316.00
7	8 IN. 45 DEGREE BEND (MJ)	2	EA	500.00	1,000.00	650.00	1,300.00	500.00	1,000.00

				HCON INCORPORATED PUYALLUP, WA		GOODMAN & MEHLENBACHER ENTERPRISES, INC KENNEWICK, WA		MASS X CONSTRUCTION, LLC ELLENSBURG, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
8	8 IN. X 6 IN. TEE (MJ X FL)	1	EA	1,000.00	1,000.00	650.00	650.00	539.00	539.00
9	GATE VALVE 6 IN. (FL X MJ)	1	EA	1,500.00	1,500.00	1,750.00	1,750.00	2,042.00	2,042.00
10	FIRE HYDRANT ASSEMBLY	1	EA	7,000.00	7,000.00	5,850.00	5,850.00	8,189.00	8,189.00
11	DI WATER MAIN 6 IN. DIAM., RESTRAINED JOINT	6	LF	400.00	2,400.00	325.00	1,950.00	256.00	1,536.00
12	8 IN. (FL X MJ) COUPLING ADAPTER	2	EA	500.00	1,000.00	500.00	1,000.00	288.00	576.00
13	THRUST BLOCK	4	EA	200.00	800.00	250.00	1,000.00	704.00	2,816.00
14	1 IN. STREET SERVICE ASSEMBLY (8 IN. MAIN)	7	EA	1,500.00	10,500.00	1,750.00	12,250.00	3,104.00	21,728.00
15	1 IN. HOUSE SERVICE ASSEMBLY	4	EA	600.00	2,400.00	1,300.00	5,200.00	955.00	3,820.00
16	1 IN. WATER SERVICE LINE (PEX PIPE)	131	LF	5.00	655.00	42.00	5,502.00	37.00	4,847.00
17	1 IN. HOUSE SERVICE LINE (PEX PIPE)	23	LF	5.00	115.00	65.00	1,495.00	50.00	1,150.00
18	1 IN WATER METER ASSEMBLY	4	EA	1,100.00	4,400.00	2,000.00	8,000.00	1,902.00	7,608.00
19	REMOVE EXISTING WATER METER FITTING (VALVE, REDUCE, BEND OR TEE)	1	EA	500.00	500.00	1,250.00	1,250.00	551.00	551.00
20	REMOVE EXISTING WATER METER BOX	4	EA	500.00	2,000.00	750.00	3,000.00	193.00	772.00
21	REMOVE EXISTING WATER VALVE BOX	1	EA	500.00	500.00	200.00	200.00	493.00	493.00
22	REMOVE AND DISPOSE OF EXISTING FIRE HYDRANT	1	EA	1,000.00	1,000.00	2,500.00	2,500.00	1,449.00	1,449.00
23	DIG & VERIFY	2	EA	500.00	1,000.00	500.00	1,000.00	467.00	934.00
24	REMOVE BOULDERS (LARGER THAN 1 CY), INCL. HAUL	50	CY	15.00	750.00	140.00	7,000.00	286.00	14,300.00
25	BOLLARDS	2	EA	1,100.00	2,200.00	900.00	1,800.00	1,049.00	2,098.00
26	PLUGGING EXISTING PIPE	2	EA	1,100.00	2,200.00	450.00	900.00	223.00	446.00
SCHEDULE B - MONTANA AVE SUBTOTAL					\$113,917.46		\$111,905.50		\$166,211.33
8.7% SALES TAX					9,910.82		9,735.78		14,460.39
SCHEDULE B - MONTANA AVE TOTAL					\$123,828.28		\$121,641.28		\$180,671.72
SCHEDULE A - SUNSET ST					\$604,705.67		\$610,809.21		\$692,838.32
SCHEDULE B - MONTANA AVE					\$123,828.28		\$121,641.28		\$180,671.72
GRAND TOTAL					\$728,533.95		\$732,450.49		\$873,510.04

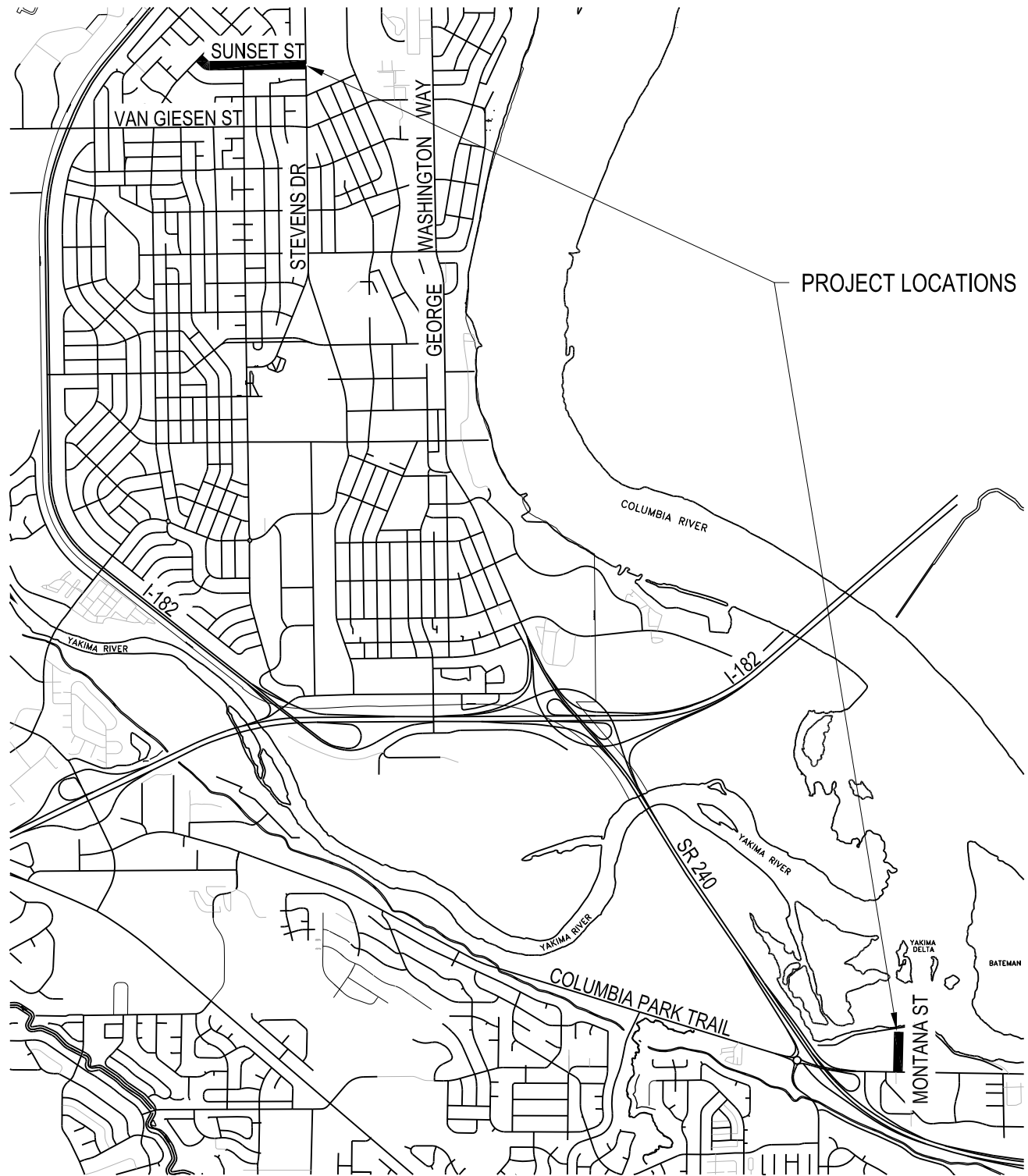
City of Richland

DATE BIDS OPENED: October 10, 2023	ITB # 23-0067
SUNSET ST & MONTANA AVE WATER MAIN REPLACEMENT	

Item	Description	Qty	Unit	D-MCP CONSTRUCTION, LLC MEAD, WA		C & E TRENCHING LLC PASCO, WA		ELEVATE EXCAVATION AND DEVELOPMENT RICHLAND, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - SUNSET ST							NON RESPONSIVE- WRONG PROPOSAL	
1	MOBILIZATION (ALL SCHEDULES)	1	LS	136,133.57	136,133.57	50,250.00	50,250.00		
2	SPCC PLAN (ALL SCHEDULES)	1	LS	5,500.00	5,500.00	1,000.00	1,000.00		-
3	ROADWAY SURVEYING (ALL SCHEDULES)	1	LS	18,540.00	18,540.00	7,700.00	7,700.00		-
4	ADA FEATURES SURVEYING	1	LS	3,500.00	3,500.00	2,600.00	2,600.00		-
5	PROJECT TEMPORARY TRAFFIC CONTROL (ALL SCHEDULES)	1	LS	21,250.00	21,250.00	33,500.00	33,500.00		-
6	REMOVAL OF STRUCTURES AND OBSTRUCTIONS (ALL SCHEDULES)	1	LS	35,351.00	35,351.00	21,300.00	21,300.00		-
7	SITE RESTORATION (ALL SCHEDULES)	1	LS	2,500.00	2,500.00	34,000.00	34,000.00		-
8	EROSION CONTROL AND WATER POLLUTION PREVENTION (ALL SCHEDULES)	1	LS	3,500.00	3,500.00	18,000.00	18,000.00		-
9	CEMENT CONCRETE TRAFFIC CURB & GUTTER	90	LF	81.00	7,290.00	116.50	10,485.00		-
10	CEMENT CONCRETE SIDEWALK (4" CONCRETE)	41	SY	81.00	3,321.00	285.00	11,685.00		-
11	CEMENT CONCRETE SIDEWALK FOR ADA RAMP (6" CONCRETE)	20	SY	120.00	2,400.00	285.00	5,700.00		-
12	DETECTABLE WARNING SURFACE	16	SF	85.00	1,360.00	50.00	800.00		-
13	SAWCUTTING CEMENT CONC. CURB	36	LF	65.00	2,340.00	42.50	1,530.00		-
14	ASPHALT PATCHING (2" HMA, 8" CSTC)	1,568	SY	37.35	58,564.80	47.25	74,088.00		-
15	TRENCH SAFETY	1,548	LF	22.00	34,056.00	1.00	1,548.00		-
16	IMPORTED PIPE ZONE BEDDING	1,548	LF	18.30	28,328.40	3.50	5,418.00		-
17	IMPORTED PIPE TRENCH BACKFILL	1,548	LF	18.30	28,328.40	17.50	27,090.00		-
18	UTILITY CROSSINGS MARKED AND UNMARKED	15	EA	1,200.00	18,000.00	1,500.00	22,500.00		-
19	PVC WATER MAIN 8 IN. DIAM.	1,548	LF	44.87	69,458.76	54.00	83,592.00		-
20	CONNECT TO EXISTING 8 IN WATER MAIN	1	EA	1,211.00	1,211.00	3,000.00	3,000.00		-
21	CONNECT TO EXISTING 6 IN WATER MAIN	1	EA	1,211.00	1,211.00	2,500.00	2,500.00		-
22	8 IN. 22.5 DEGREE BEND (MJ)	2	EA	849.00	1,698.00	350.00	700.00		-
23	8 IN. 90 DEGREE BEND (MJ)	1	EA	852.00	852.00	300.00	300.00		-
24	6 IN. X 6 IN. TEE (MJXFL)	1	EA	551.00	551.00	560.00	560.00		-
25	8 IN. X 6 IN. TEE (MJ X FL)	2	EA	1,500.00	3,000.00	600.00	1,200.00		-
26	GATE VALVE 6 IN. (FL X MJ)	3	EA	6,256.00	18,768.00	2,300.00	6,900.00		-
27	GATE VALVE 8 IN. (FL X MJ)	1	EA	3,510.00	3,510.00	3,000.00	3,000.00		-
28	BUTTERFLY VALVE 20 IN. (MJ X MJ)	1	EA	8,498.00	8,498.00	7,500.00	7,500.00		-

				D-MCP CONSTRUCTION, LLC MEAD, WA		C & E TRENCHING LLC PASCO, WA		ELEVATE EXCAVATION AND DEVELOPMENT RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
29	FIRE HYDRANT ASSEMBLY	2	EA	8,544.00	17,088.00	6,600.00	13,200.00		-
30	DI WATER MAIN 6 IN. DIAM., RESTRAINED JOINT	17	LF	64.50	1,096.50	106.00	1,802.00		-
31	8 IN. (FL X MJ) COUPLING ADAPTER	1	EA	850.00	850.00	925.00	925.00		-
32	20 IN. (RJ X RJ) COUPLING ADAPTER	2	EA	3,152.00	6,304.00	6,000.00	12,000.00		-
33	PRESSURE CAP 4 IN.	1	EA	542.00	542.00	700.00	700.00		-
34	BLIND FLANGE	1	EA	515.00	515.00	350.00	350.00		-
35	REPAIR BAND	7	EA	748.00	5,236.00	2,500.00	17,500.00		-
36	THRUST BLOCK	7	EA	385.00	2,695.00	400.00	2,800.00		-
37	1 IN. STREET SERVICE ASSEMBLY (8 IN. MAIN)	20	EA	1,527.50	30,550.00	950.00	19,000.00		-
38	1 IN. HOUSE SERVICE ASSEMBLY	20	EA	715.00	14,300.00	145.00	2,900.00		-
39	1 IN. WATER SERVICE LINE (PEX PIPE)	485	LF	16.00	7,760.00	260.00	126,100.00		-
40	1 IN. HOUSE SERVICE LINE (PEX PIPE)	232	LF	17.00	3,944.00	27.00	6,264.00		-
41	1 IN WATER METER ASSEMBLY	20	EA	952.00	19,040.00	1,250.00	25,000.00		-
42	REMOVE EXISTING WATER METER FITTING (VALVE, REDUCE, BEND OR TEE)	1	EA	500.00	500.00	300.00	300.00		-
43	REMOVE EXISTING WATER METER BOX	20	EA	280.00	5,600.00	403.00	8,060.00		-
44	REMOVE EXISTING WATER VALVE BOX	3	EA	500.00	1,500.00	403.00	1,209.00		-
45	REMOVE AND DISPOSE OF EXISTING FIRE HYDRANT	1	EA	2,500.00	2,500.00	1,350.00	1,350.00		-
46	DIG & VERIFY	14	EA	1,500.00	21,000.00	560.00	7,840.00		-
47	IRRIGATION RECONNECTION ASSEMBLY	7	EA	541.00	3,787.00	1,700.00	11,900.00		-
48	8" x 6" REDUCER	1	EA	1,350.00	1,350.00	600.00	600.00		-
49	6 IN. COUPLING	1	EA	1,201.00	1,201.00	400.00	400.00		-
50	PLUGGING EXISTING PIPE	2	EA	454.00	908.00	400.00	800.00		-
51	RECORD DRAWING	1	LS	500.00	500.00	500.00	500.00		-
SCHEDULE A - SUNSET ST SUBTOTAL					667,787.43		699,946.00		-
8.7% SALES TAX					58,097.51		60,895.30		-
SCHEDULE A - SUNSET ST TOTAL					\$725,884.94		760,841.30		-
SCHEDULE B - MONTANA AVE									
1	ASPHALT PATCHING (2" HMA, 8" CSTC)	440	SY	37.35	16,434.00	50.00	22,000.00		-
2	TRENCH SAFETY	473	LF	25.00	11,825.00	3.00	1,419.00		-
3	IMPORTED PIPE ZONE BEDDING	473	LF	18.30	8,655.90	3.50	1,655.50		-
4	IMPORTED PIPE TRENCH BACKFILL	473	LF	18.30	8,655.90	17.00	8,041.00		-
5	DUCTILE WATER MAIN 8 IN. DIAM.	473	LF	78.45	37,106.85	72.00	34,056.00		-
6	CONNECT TO EXISTING 8 IN WATER MAIN	2	EA	1,200.00	2,400.00	3,000.00	6,000.00		-
7	8 IN. 45 DEGREE BEND (MJ)	2	EA	941.00	1,882.00	500.00	1,000.00		-

				D-MCP CONSTRUCTION, LLC MEAD, WA		C & E TRENCHING LLC PASCO, WA		ELEVATE EXCAVATION AND DEVELOPMENT RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
8	8 IN. X 6 IN. TEE (MJ X FL)	1	EA	651.00	651.00	600.00	600.00		-
9	GATE VALVE 6 IN. (FL X MJ)	1	EA	2,851.00	2,851.00	2,400.00	2,400.00		-
10	FIRE HYDRANT ASSEMBLY	1	EA	8,544.00	8,544.00	6,600.00	6,600.00		-
11	DI WATER MAIN 6 IN. DIAM., RESTRAINED JOINT	6	LF	64.50	387.00	230.00	1,380.00		-
12	8 IN. (FL X MJ) COUPLING ADAPTER	2	EA	850.00	1,700.00	920.00	1,840.00		-
13	THRUST BLOCK	4	EA	385.00	1,540.00	370.00	1,480.00		-
14	1 IN. STREET SERVICE ASSEMBLY (8 IN. MAIN)	7	EA	1,527.50	10,692.50	1,000.00	7,000.00		-
15	1 IN. HOUSE SERVICE ASSEMBLY	4	EA	715.00	2,860.00	145.00	580.00		-
16	1 IN. WATER SERVICE LINE (PEX PIPE)	131	LF	16.00	2,096.00	100.00	13,100.00		-
17	1 IN. HOUSE SERVICE LINE (PEX PIPE)	23	LF	17.00	391.00	34.00	782.00		-
18	1 IN WATER METER ASSEMBLY	4	EA	952.00	3,808.00	1,230.00	4,920.00		-
19	REMOVE EXISTING WATER METER FITTING (VALVE, REDUCE, BEND OR TEE)	1	EA	675.00	675.00	195.00	195.00		-
20	REMOVE EXISTING WATER METER BOX	4	EA	280.00	1,120.00	535.00	2,140.00		-
21	REMOVE EXISTING WATER VALVE BOX	1	EA	500.00	500.00	535.00	535.00		-
22	REMOVE AND DISPOSE OF EXISTING FIRE HYDRANT	1	EA	2,500.00	2,500.00	1,300.00	1,300.00		-
23	DIG & VERIFY	2	EA	1,500.00	3,000.00	550.00	1,100.00		-
24	REMOVE BOULDERS (LARGER THAN 1 CY), INCL. HAUL	50	CY	80.00	4,000.00	105.00	5,250.00		-
25	BOLLARDS	2	EA	850.00	1,700.00	1,500.00	3,000.00		-
26	PLUGGING EXISTING PIPE	2	EA	450.00	900.00	450.00	900.00		-
SCHEDULE B - MONTANA AVE SUBTOTAL					\$136,875.15		\$129,273.50		\$0.00
8.7% SALES TAX					11,908.14		11,246.79		-
SCHEDULE B - MONTANA AVE TOTAL					\$148,783.29		\$140,520.29		\$0.00
SCHEDULE A - SUNSET ST					\$725,884.94		\$760,841.30		\$0.00
SCHEDULE B - MONTANA AVE					\$148,783.29		\$140,520.29		\$0.00
GRAND TOTAL					\$874,668.23		\$901,361.59		\$0.00



SUNSET ST & MONTANA AVE WATERLINE REPLACEMENT ITB#23-0067

VICINITY MAP

DATE: 9/14/2023
DRAWN BY: JLR
SCALE:
CAD DWG: _Sunset_Montana wat_Vicinity Map



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/7/2023

Agenda Category: Items - Approval

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:

Appointment to the Richland Public Library Board of Trustees: Linda Isakson

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Appoint Linda Isakson to Position No. 1 on the Richland Public Library Board of Trustees.

Summary:

The Richland Public Library Board of Trustees position held by Emily Booth (Position No. 1) expired on September 30, 2023. Ms. Booth did not seek reappointment. Three (3) applications were received during the recruitment period. Library Board Council Liaison Kent, Library Manager Nulph, and Chair Lightner interviewed two (2) applicants and recommend the following appointment:

Position No. 1 - Linda Isakson

The term for Position No. 1 is five (5) years, and will be effective the day following appointment through September 30, 2028.

The third applicant was not interviewed due to scheduling challenges, but remains eligible for consideration pending future vacancies.

Candidate applications and resumes are on file in the City Clerk's Office.

Fiscal Impact: None.

Attachments:

I. Library Board Position No. 1 Recommendation Memo

CITY OF RICHLAND
PARKS & PUBLIC FACILITIES

625 Swift Boulevard, MS-13
Richland, WA 99352
(509) 942-7390



MEMORANDUM

TO: Richland City Council

FROM: Christopher Nulph, Library Manager

DATE: October 12, 2023

SUBJECT: Richland Public Library Board Vacancy

Three (3) applications were received as a result of advertising for the one (1) vacancy of the expiring term for Richland Public Library Board Position No. 1.

Chair Lightner, Vice Chair Buxton, Council Liaison Kent, and Staff Liaison Nulph conducted interviews with the candidates on Wednesday, October 11, 2023.

As a result of these interviews, the recommendation is:

Position No. 1 – Linda Isakson

The term for Position No. 1 will be for five (5) years, expiring September 30, 2028.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/7/2023

Agenda Category: Items of Business

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2023-29, Approving the 2024 Budget and the 2024-2029 Capital Improvement Plan

Department/Office
Finance

Ordinance/Resolution Number:
2023-29

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2023-29, approving the 2024 Budget and the 2024-2029 Capital Improvement Plan.

Summary:

Richland City Council received the proposed 2024 Budget and 2024-2029 Capital Improvement Plan (CIP) on October 2, 2023. A revenue hearing was also conducted at the October 17, 2023 City Council meeting. The preliminary hearing and presentation of the budget and CIP will be held at the City Council meeting on November 7, 2023, followed by the final budget hearing on November 21, 2023.

The first reading of the ordinance adopting the 2024 Budget is scheduled for November 7, 2023. The second reading and passage of the 2024 Budget ordinance is scheduled for November 21, 2023.

Staff recommends approval of Ordinance No. 2023-29 for first reading, by title only.

Fiscal Impact: The proposed total 2024 budgeted appropriations for all funds is \$312,312,465.

Attachments:

I. Ordinance No. 2023-29

ORDINANCE NO. 2023-29

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, ADOPTING THE 2024 ANNUAL BUDGET FOR THE CITY OF RICHLAND INCLUDING THE 2024-2029 CAPITAL IMPROVEMENT PLAN.

BE IT ORDAINED by the City of Richland as follows:

Section 1. Budget Adopted. The Annual Budget of the City of Richland for the year 2024, including the 2024-2029 Capital Improvement Plan, and each and every fund thereof as fixed and determined in the Proposed Budget for the year 2024, as revised by the City Council, is hereby adopted as the Budget of the City for the calendar year 2024. The total appropriations for each of the funds of the City of Richland are as follows:

Funds	Total Estimated Revenues	Appropriated Beginning Fund Balances	Est. Revenues & Approp. Fund Balance	Total Appropriations
General Fund	\$ 72,952,367	\$ 3,874,611	\$ 76,826,978	\$ 76,826,978
Special Revenue Funds:				
City Streets	4,086,093	-	4,086,093	4,086,093
Transportation Benefit District	1,032,000	60,829	1,092,829	1,092,829
Park Reserve	644,286	416,175	1,060,461	1,060,461
Industrial Development	5,557,397	1,324,899	6,882,296	6,882,296
Criminal Justice	104,460	-	104,460	81,639
Public Safety Sales Tax	2,573,000	666,605	3,239,605	3,239,605
BCES Operations	7,302,211	-	7,302,211	7,302,211
Hotel/Motel Tax	1,169,000	191,282	1,360,282	1,360,282
Special Lodging Assmnt	611,250	-	611,250	611,250
Community Dev. Block Grant	334,385	100,000	434,385	434,385
HOME	1,122,119	-	1,122,119	1,122,119
Debt Service Funds:				
LTGO Bonds	1,289,190	-	1,289,190	1,278,320
Fire Station 74	671,506	-	671,506	669,306
Library Remodel	1,623,000	42,600	1,665,600	1,665,600
LRF Debt Service	655,635	-	655,635	655,635
LID Guaranty	6,525	-	6,525	25
Special Assessment	6,832	-	6,832	-
Capital Projects Funds:				
Streets Capital Projects	15,261,000	-	15,261,000	15,251,000
Capital Improvement	3,024,000	1,376,453	4,400,453	4,400,453
Parks Capital Projects	2,467,000	-	2,467,000	2,467,000
General Government	50,000	-	50,000	50,000

Funds	Total Estimated Revenues	Appropriated Beginning Fund Balances	Est. Revenues & Approp. Fund Balance	Total Appropriations
Enterprise Funds:				
Electric	79,399,900	6,849,246	86,249,146	86,249,146
Water	16,250,402	1,524,850	17,775,252	17,775,252
Wastewater	11,487,330	1,952,378	13,439,708	13,439,708
Solid Waste	12,045,000	2,125,808	14,170,808	14,170,808
Stormwater	3,703,800	1,317,570	5,021,370	5,021,370
Golf Course	2,618,073	-	2,618,073	2,469,010
Medical Services	7,914,415	1,343,828	9,258,243	9,258,243
Broadband	486,200	217,719	703,919	703,919
Internal Service Funds:				
Equipment Maintenance	5,893,159	-	5,893,159	5,553,743
Equipment Replacement	7,703,478	-	7,703,478	5,555,869
Public Works Adm & Eng.	5,241,500	89,604	5,331,104	5,331,104
Workers Compensation	1,759,703	-	1,759,703	1,584,799
Employee Benefits	13,313,082	72,792	13,385,874	13,385,874
Unemployment	96,000	-	96,000	94,481
Post Employment Benefit	1,207,008	-	1,207,008	1,181,652
Totals	\$ 291,662,306	\$ 23,547,248	\$ 315,209,555	\$ 312,312,465

Section 2. Salaries and Wages. The total cumulative salaries and wages set forth in in the budget document represent the maximum approved expenditure, subject to the requirements and limitations set forth in the Compensation Plan for Unaffiliated Employees and Collective Bargaining Agreements for Affiliated Employees, or other contracts approved by Council. In the interests of operational efficiency and business need, the City Manager may amend salaries and wages within departments and divisions as long as the total labor budget is not exceeded.

Section 3. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the _____ day of _____, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Toni Fulton, Acting Deputy City Clerk

Heather Kintzley, City Attorney

First Reading: November 7, 2023

Second Reading: _____

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/7/2023

Agenda Category: Items of Business

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-171, Authorizing Application to the Drinking Water State Revolving Fund Program for the Tri-City Estates Water System Consolidation

Department/Office
Public Works

Ordinance/Resolution Number:
2023-171

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-171, authorizing the City Manager to authorize an application to the Drinking Water State Revolving Fund Program for the Tri-City Estates Water System Consolidation

Summary:

The Tri-City Estates is a neighborhood in the City that was originally developed in Benton County with its own independent water system. The neighborhood annexed into the City in 1993. The Tri-City Estates Water District, a local government agency comprised of the neighborhood property owners, owns and operates the water system.

The Tri-City Estates water system is burdened by deferred maintenance needs and is subject to increased state and federal regulations that may result in significant investment requirements. The Tri-City Estates Water District is seeking consolidation with the City's water system as a solution to the ongoing maintenance needs and regulatory burden of their system. The Washington State Department of Health supports system consolidation as a solution to small system challenges.

At the District's request, staff completed a consolidation feasibility study, which analyzed four (4) alternative approaches to consolidation as well as a no-build alternative to maintain the status quo. The study indicated that consolidation is feasible with an investment in constructing a City-standard water distribution system in the neighborhood. The study identified several alternative treatments for the existing water system, including taking it out of service and continuing to operate it as a landscape irrigation system after addressing the deferred maintenance.

The Washington State Department of Health administers the Drinking Water State Revolving Fund (DWSRF), which could provide funding for the system improvements needed to facilitate consolidation. The Washington State Department of Health requires the City, as the host system, to administer DWSRF funding and the consolidation construction project.

The consolidation project, if completed, will provide a sustainable water system for the Tri-City Estates neighborhood in the same manner as all other City residents. Staff proposes to apply for DWSRF funding for an alternative that includes improving the existing system so that it can provide landscape irrigation service in the future. The Tri-City Estates Water District board has requested funding for an alternative that would take the existing system out of service.

Staff recommends adoption of Resolution No. 2023-171.

Fiscal Impact:

Applying for a loan in and of itself has no fiscal impact until it is approved. Fiscal impacts will be outlined when loan funding amounts, terms and interest rates have been determined and negotiations with the Tri-City Estates Water District have been completed, which will be presented to Council for consideration to authorize acceptance.

Attachments:

I. Resolution No. 2023-171

RESOLUTION NO. 2023-171

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN APPLICATION TO THE 2023 DRINKING
WATER STATE REVOLVING FUND PROGRAM FOR
CONSOLIDATION OF THE TRI-CITY ESTATES WATER SYSTEM.**

WHEREAS, the Tri-City Estates is a neighborhood in the City that was originally developed with its own independent water system; and

WHEREAS, the Tri-City Estates water system is owned and operated by the Tri-City Estates Water District, which is a local government agency comprised of neighborhood property owners; and

WHEREAS, the Tri-City Estates water system is burdened by deferred maintenance needs and is subject to increased state and federal regulations that may result in significant investment requirements; and

WHEREAS, Tri-City Estates Water District is seeking consolidation with the City's water system as a permanent and sustainable solution; and

WHEREAS, the Washington State Department of Health supports system consolidation as a solution to small system challenges; and

WHEREAS, the Washington State Department of Health issued a Consolidation Study Grant to the City to investigate possible consolidation of the Tri-City Estates water system with the City's water system; and

WHEREAS, the Consolidation Study indicated that consolidation is feasible with an investment to construct a City-standard water distribution system in the neighborhood; and

WHEREAS, the Washington State Department of Health administers the Drinking Water State Revolving Fund (DWSRF), which could provide funding for the system improvements required to facilitate consolidation; and

WHEREAS, the Washington State Department of Health requires that the City administer a DWSRF loan for the consolidation construction project; and

WHEREAS, prior to executing a loan agreement under the DWSRF, the City will obtain security for debt service from the Tri-City Estates Water District; and

WHEREAS, the consolidation project, if completed, will provide a lasting clean water source to residents within the Tri-City Estates neighborhood in the same manner as all other City residents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to complete and submit a 2023 Drinking Water State Revolving Fund Construction Loan application for the Tri-City Estates Water System Consolidation Project.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of November, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Toni Fulton, Acting Deputy City Clerk

Heather Kintzley, City Attorney