Agenda
Economic Development Committee Meeting
Monday, April 15, 2024
Richland City Hall ~ Council Chambers
625 Swift Boulevard

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**Committee Members:** Chair Bricker, Vice-Chair Morasch, and Members French, Griffin, Hall, Hughes, Potts, and Spencer

**Council Liaison:** Councilmember Jones

**Staff Liaison**: Economic Development Manager Wallner

**Regular Meeting - 4:00 p.m.**

**Call to Order/Attendance:**

**Approval of Agenda:** (Approved by Motion)

**Public Comments:** Please limit public comments to 3 minutes per speaker.

**Approval of Minutes:** (Approved by Motion)

1. January 22, 2024 Economic Development Committee Meeting Minutes
   - Carly Kirkpatrick, Administrative Assistant II

**Business:** (30 Minutes)

2. Commercial Facade Improvement Grant Application for 1010 and 1016 Lee Boulevard
   - Lynne Follett, Economic Development Specialist

**Presentations:** (10 Minutes)

3. Tridec Update
   - Amanda Wallner, Economic Development Manager

**Economic Development Update**

**Real Estate Update**

**Announcements:** (3 Minutes)

**Adjournment**

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.

# ECONOMIC DEVELOPMENT COMMITTEE AGENDA ITEM COVERSHEET

Meeting Date: 4/15/2024 Agenda Category: Approval of Minutes

Prepared By: Carly Kirkpatrick, Administrative Assistant II

Subject:
January 22, 2024 Economic Development Committee Meeting Minutes

Department:
Development Services

Recommended Motion:
Move to approve the January 22, 2024 meeting minutes.

Summary:
January 22, 2024 Economic Development Committee Meeting minutes are attached for review and consideration.

Fiscal Impact: None.

Attachments:
1. 2024.01.22 Economic Development Committee Meeting Minutes

**MINUTES**
**ECONOMIC DEVELOPMENT COMMITTEE**
**Monday, January 22, 2024**
**Richland City Hall - Council Chambers**
**625 Swift Boulevard**

## CALL TO ORDER
Chair Bricker called the meeting to order at 4:03 pm.

## ATTENDANCE
Chair Bricker, Committee Members Spencer, Griffin, and Hughes.

Also present were Council Member Jones, Development Services Director Jensen, Economic Development Manager Wallner, Planner Arrasmith, Economic Development Specialist Follett and Administrative Assistant II Kirkpatrick.

## APPROVAL OF AGENDA
Chair Bricker presented the agenda for approval. There were no changes or additions.

**COMMITTEE MEMBER HUGHES MOVED AND COMMITTEE MEMBER SPENCER SECONDED THE MOTION TO APPROVE THE AGENDA AS PRESENTED. MOTION PASSED 4-0.**

## PUBLIC COMMENTS
Chair Bricker opened the public comment period at 4:05 p.m. Having no one request time to address the committee, Chair Bricker closed the public comment period at 4:06.

## APPROVAL OF MINUTES

1. **December 18, 2023 Minutes**

Chair Bricker introduced the meeting minutes from December 18, 2023. There were no changes or discussion.

**COMMITTEE MEMBER SPENCER MOVED AND COMMITTEE MEMBER GRIFFIN SECONDED THE MOTION TO APPROVE THE MEETING MINUTES OF DECEMBER 18, 2023. MOTION PASSED 4-0.**

## ITEMS OF BUSINESS

2. **CFIP2023-104 Commercial Facade Improvement Program - Rattlesnake Mountain Brewing**

Economic Specialist Follett presented the Commercial Facade Improvement Program staff report and read a description of what Rattlesnake Mountain Brewing intends to use with the program funding. They are planning on updating the outside of their building by replacing

windows and doors, and repainting the exterior located at 2696 North Columbia Center Boulevard.

At the conclusion of Economic Specialist Follett's presentation, members discussed the merits of the application and asked questions about the proposed project.

**COMMITTEE MEMBER SPENCER MOVED AND COMMITTEE MEMBER GRIFFIN SECONDED THE MOTION THAT THE ECONOMIC DEVELOPMENT COMMITTEE RECOMMEND TO CITY COUNCIL APPROVE CFIP2023-104 APPLICATION IN FULL AS PRESENTED BY STAFF. MOTION PASSED 4-0.**

3. **Proposed Purchase and Sale Agreement - One-Acre Parcel Located at 2589 Robertson Drive**

Chair Bricker asked Planner Arrasmith to provide the staff report for the proposed purchase and sale agreement of land in Horn Rapids Business Center. Salta, LLC is proposing to purchase a 46,162 square-foot property located along the south side of Robertson Drive at the intersection with Polar Way, for the development of an 8,000 square-foot light industrial facility with office space.

At the conclusion of Planner Arrasmith's presentation, members discussed the merits of the application and asked questions about the proposed project.

**COMMITTEE MEMBER SPENCER MOVED AND COMMITTEE MEMBER HUGHES SECONDED THE MOTION TO RECOMMEND CITY COUNCIL APPROVE THE PURCHASE AND SALE AGREEMENT WITH SALTA, LLC FOR 46,162 SQUARE-FOOT PROPERTY IN THE HORN RAPIDS BUSINESS CENTER. MOTION PASSED 4-0.**

4. **Proposed Purchase and Sale Agreement - One-Acre Parcel Located at 2573 Robertson Drive**

Chair Bricker asked Planner Arrasmith to provide the staff report for the proposed purchase and sale agreement of land in Horn Rapids Business Center. Dovetail Properties, LLC is proposing to purchase a 45,308 square-foot property located along the south side of Robertson Drive near the intersection with Polar Way, for the development of an 11,000 square foot light industrial facility with office space.

At the conclusion of Planner Arrasmith presentation, members discussed the merits of the application and asked questions about the proposed project.

**COMMITTEE MEMBER HUGHES MOVED AND COMMITTEE MEMBER SPENCER SECONDED THE MOTION TO RECOMMEND CITY COUNCIL APPROVE THE PURCHASE AND SALE AGREEMENT WITH DOVETAIL PROPERTIES, LLC FOR 45,308 SQUARE-FOOT PROPERTY IN THE HORN RAPIDS BUSINESS CENTER. MOTION PASSED 4-0.**

DRAFT

## 5. Election of Officers

Nominations were made for Brad Bricker as Chair and Adam Morasch as Vice-Chair.

**COMMITTEE MEMBER SPENCER MOVED AND COMMITTEE MEMBER GRIFFIN SECONDED THE MOTION TO ELECT BRAD BRICKER AS CHAIR. MOTION PASSED 4-0.**

**COMMITTEE MEMBER SPENCER MOVED AND COMMITTEE MEMBER HUGHES SECONDED THE MOTION TO ELECT ADAM MORASCH AS VICE-CHAIR. MOTION PASSED 4-0.**

**PRESENTATIONS**
None.

**ECONOMIC DEVELOPMENT UPDATE**
Economic Special Follett gave the Economic Development Update. Items included that a new business going into Uptown is a train store, Legacy Landing on Queensgate has a 3-tenant space coming, a new daycare franchise Dino Drop-In, and in Badger Mountain South is getting Affinity Senior Living Apartments.

**REAL ESTATE UPDATE**
Planner Arrasmith had no Real Estate Updates for this month. Economic Development Manager Wallner added an update regarding the Targeted Urban Area stating that there are applications coming in, and the Commissioners could refer any questions to her.

**ANNOUNCEMENTS**
Development Services Director Jensen commented that the City of Richland held an in-service day on Martin Luther King Day, and he wanted to commend the Economic Development Staff for doing two presentations regarding Economic Development within the City.

**ADJOURNMENT**
Chairman Bricker adjourned the meeting at 4:29 p.m.

**Prepared by:** _____
**Carly Kirkpatrick, Administrative Assistant II**

**Reviewed by:** _____
**Mandy Wallner, Economic Development Manager**

**Approved by:** _____
**Brad Bricker, Chairman**

DRAFT

# ECONOMIC DEVELOPMENT COMMITTEE AGENDA ITEM COVERSHEET

Meeting Date: 4/15/2024 Agenda Category: Business

Prepared By: Lynne Follett, Economic Development Specialist

Subject:
Commercial Facade Improvement Grant Application for 1010 and 1016 Lee Boulevard

Department:
Development Services

Recommended Motion:
Motion to recommend the City Council approve the application from Chad Leinback for a Commercial Facade Improvement Program grant for improvements to the New Beginnings Thrift building at 1010 and1016 Lee Boulevard as outlined in application No. CFIP2024-100.

Summary:
Chad Leinback, the owner of 1010 and 1016 Lee Boulevard, has applied for facade improvement funds to update the outside of a building. The building is currently leased to New Beginnings Thrift. The building was built in 1966 and remains in original condition besides new roofing and an addition constructed in 1976. The applicant is requesting funds to install new metal siding on the exterior of the building and replace doors and windows, which will add UV protection and improve energy efficiency. These improvements will aesthetically coordinate with the adjacent building located at 1022 Lee Boulevard.

Council adopted the Commercial Facade Improvement Program on July 15, 2008, via Ordinance No. 15-08, and amended the evaluation criteria on August 1, 2017, via Resolution No. 136-17. The proposed work is eligible for reimbursement as per the adopted evaluation criteria. Specifically, this building fronts Lee Boulevard, and all proposed improvements will be visible from the public right-of-way. Eligible expense criteria contained in the amended evaluation criteria include costs for building materials, gutters and downspouts, safety enhancements, awnings and accessory ornamentation, siding, and exterior window and door replacement.

The adjacent building on the west side, 1022 Lee Boulevard, was improved using a grant from the Commercial Facade Improvement program in 2021. Mr. Leinback is also the owner of 1022 Lee Boulevard.

The total project cost is estimated at $85,000 and is eligible for the maximum program match of $20,000.

| | |
|---|---|
| Fiscal Impact: | Based on eligible project costs, the commercial facade program will provide $20,000 in matching funds for this project. If recommended and subsequently approved by the City Council for the full match, the commercial facade program would have a remaining balance of $86,580 for additional projects. |

Attachments:
1. Vicinity Map CFIP2024-100
2. CFIP2024-100 Application (1010 Lee Blvd.)

**VICINITY MAP**

**NEW BEGINNINGS THRIFT**

**1010 / 1016 LEE BLVD.**

# Commercial Façade Improvement Program

Application

| | | | |
|---|---|---|---|
| **Applicant Name** | Chad Leinback | **Applicant Title** | Owner |
| **Applicant Phone** | 509-380-4031 | **Applicant Email** | cleinback@gmail.com |
| **Applicant Mailing Address** | 1614 Milan Lane Richland Washington | | |
| **Applicant Relationship to Business** | Owner | | |
| **Business Name** | New Beginnings Thrift Store | **Business Phone** | 5099467231 |
| **Age of Building** | 1960 | **UBI Number** | 602-713-677 |
| **Project Physical Address** | 1010/1016 Lee Blvd Richland Washington | | |
| **Project Cost** | $ $85,000.00 | **Amount Requested** | $ $20,000.00 |

Amount of funding requested may not exceed 50% of project cost, and the maximum grant reimbursement is $20,000.00 per enclosed unit (see graphic within guidelines and procedures document).

| | | | |
|---|---|---|---|
| **Is the property owner different than the business owner?** | ☐ Yes ● No (If yes, complete section in yellow below) | | |
| **Owner Name** | | **Property Manager** | |
| **Owner Phone** | | **Owner Email** | |
| **Owner Mailing Address** | | | |
| **Have you obtained permission to complete this project from the property owner?** | ☐ Yes ☐ No | | |
| **1) Have you used this program before?** | ● Yes ☐ No (If yes, complete section 1a) | | |

**1a) For what purpose or project did you use this program in the past? Please indicate the year utilized, and the funding amount you received. Attach one photo of the completed project to this application.**

1022 Lee Blvd RIchland
2021
$20,000

**2) Provide a brief description of the proposed improvements and note how you believe they will enhance the area surrounding your business. Attach a photo, rendering, or sketch of the proposed improvement to this application. Attach additional pages as necessary.**

Similar to the building next door we will wrap the face of the building with a new metal exterior and new windows which will greatly improve the aesthetic of the building. I do not have a rendering available but you can see the photo from 1022 lee as an example of what it will look like(similar not matching)

| | |
|---|---|
| **3) Will the project require any permits?** | ☐ Yes ● No (If yes, complete section 3a) |

**3a) Please indicate which permits you may need to obtain.**

| | |
|---|---|
| ☐ City of Richland Building Permits | ☐ City of Richland Right-of-Way Permits |
| ☐ City of Richland Sewer/Water Permits | ☐ Washington State Liquor Licensing |

| | |
|---|---|
| **4) Have you consulted with Richland Development Services?** | ☐ Yes ☐ No |

**4a) If yes, which building division official did you speak with? If no, please email building@ci.richland.wa.us to set a consultation appointment.**

| 5) Can the project be completed within 12 months? Please explain. |
|---|
| Will start on it sometime in June and it should last approximately 7-10 days to get the work done. |

| Revenue (Attach additional pages as necessary) | |
|---|---|
| **Source** | **Amount** |
| Personal Funds | $ $65,000.00 |
| Grant | $ $20,000.00 |
| | $ |
| | $ |
| | $ |
| | $ |
| **Total** | $ $85,000.00 |

| Expenses (Attach additional pages as necessary) | |
|---|---|
| **Source** | **Amount** |
| Metal Facade (Alpine Roofing) | $ $30,000.00 |
| Window Upgrade (Glass Nook) | $ $55,000.00 |
| | $ |
| | $ |
| | $ |
| | $ |
| **Total** | $ $85,000.00 |

You may use additional pages if necessary to complete the application. Please attach any additional information about the project or your organization that you believe is relevant to this application.

| Application Requirements |
|---|
| Please check the box beside each item to note that you have met that requirement. |

| ✓ | Requirements for Submittal |
|---|---|
| ☑ | The business applicant has a current Richland Business License |
| ☐ | The applicant has available funds to complete the project before requesting reimbursement from the City |
| ☑ | The project complies with Richland Municipal Code and all applicable building and life safety codes |
| ☑ | The project improvements are clearly visible to the general public |
| ☑ | The reimbursement request is no more than 50% of total project cost |
| ☑ | The project requests reimbursement of no more than $20,000 per enclosed unit in this application |
| ☑ | The project is well designed, and the applicant provided a sketch or rendering of the proposal |
| ☑ | The project is permanent and long lasting |
| ☐ | The applicant provided **two (2)** estimates for the project |

| Application Review Criteria |
|---|
| In order to encourage applicants to incorporate multiple improvements into a given project, it is recommended that all projects submitted attempt to ***fulfill some or all of the criteria listed below***. It is not required that a project fulfill each criterion, but projects that fulfill multiple criteria will be looked upon more favorably. The Economic Development Committee reserves the right to reject or table applications for further review if they do not meet the criteria described. |

| ✓ | CRITERIA CONSIDERED |
|---|---|
| | **Physical** |
| ☑ | The project enhances the building and surrounding neighborhood |
| ☑ | The project enhances existing historical or architectural features |
| ☑ | The project is designed in consistency with the surrounding area |
| ☑ | The project enhances the immediate common area shared by two or more businesses |
| ☑ | The project is decorative and/or artfully designed in compatibility with its surrounding area |
| ☑ | The project improvements replace existing aging or decaying exterior appurtenances |
| | **Programmatic Goals** |
| ☑ | **The project clusters two or more on-site improvements** |
| ☑ | It is the first application awarded at the project site |
| ☑ | The improvements are in an area identified as a priority funding area |
| ☑ | The project narrative describes the project's positive economic impact on the business |
| | **Relationship Building** |
| ☑ | The project encourages favorable aesthetics in a shopping strip or center with adjacent retail/commercial vacancies |
| ☑ | The project is performed in tandem with another demonstrated economic development effort in the immediate area, or is made by two or more adjacent businesses |

By signing below, you are affirming that you:

- Have read the **Commercial Facade Improvement Program Guidelines and Procedures** document
- Are aware of the limitations of this program
- Certify that requested funds will only be used for purposes as described in this application and/or as approved by the City of Richland
- You understand that use of funds is subject to audit by the State of Washington
- Will submit, if approved for award, a detailed project schedule and updated budget within 30 days of receipt of a fully executed contract

eSigned via SeamlessDocs.com
Chad Leinback
Key: 2cbec5583122e25d0971227cd603c64b

Signature

Chad Leinback

Printed Name

04-03-2024

Date

## Application Submittal

Applications completed digitally:

- Applications that were completed digitally may be saved and sent via email to info@richlandbusiness.com
- Save your application with a different file name than the original
- Attach any accompanying documentation as a separate attachment, saved as a PDF or JPG

Applications completed handwritten:

- Applications that are handwritten may be sent via email, dropped off, or mailed
- If sent via email, please legibly scan your document as a PDF
- If dropped off, bring to 625 Swift Blvd. in Richland: Attn: Mandy Wallner
- If mailed, mail to:

Richland BEDO
Attn: Mandy Wallner, Economic Development
625 Swift Boulevard, MS-18
Richland, WA 99352

# Alpine Roofing

PO Box 2392 | Tri-Cities, WA 99302
(509) 987-7818 | office@alpineroofingpro.com | https://alpineroofingpro.com

**RECIPIENT:**

**Chad Leinback**
1010 Lee Boulevard
Richland, WA 99352

## Estimate #10168

| | |
|---|---|
| Sent on | Mar 08, 2024 |
| **Total** | **$977.21** |

| Product/Service | Description | Qty. | Unit Price | Total |
|---|---|---|---|---|
| Roof Repair | -Patch perimeter of roof, cut back 6" from edge of roof. Install a new 12" strip along perimeter. | 1 | $899.00 | $899.00 |
| | | | | Not included |
| Metal Wall Panels | -Provide and install metal panels in the same fashion and style as adjacent building.<br>-Provide and install woodgrain metal panels at accent area as described by "Owner"<br>-Provide and install flush panel at soffit.<br>-Wrap fascia and trim.<br>-Includes backing and sheeting for soffit areas.<br>-Does not include dimensional wood under substrate, any additional wood needed will be additional.<br>-Includes waste disposal and clean-up. | 1 | $27,974.40 | $27,974.40 |

| | |
|---|---|
| **Subtotal** | $899.00 |
| **0304 Richland (8.7%)** | $78.21 |
| **Total** | **$977.21** |

Mar 09, 2024
Date

Client Signature

Estimates are guaranteed for 2 weeks only.

A 50% down payment is required to schedule the project, unless you are using our financing options.

I HAVE READ AND UNDERSTAND THE PROPOSAL, THE TERMS AND CONDITIONS CONTAINED ON THE THIRD PAGE OF THIS PROPOSAL, AND

# Alpine Roofing

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**Notes Continued...**

ALL DOCUMENTS REFERENCED THEREIN, AND AGREE TO BE BOUND BY THEIR TERMS. ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted. Alpine Roofing is authorized to do the work as specified. By signing, Customer acknowledges that Customer is the owner of the property where work is to be performed. ALL PAYMENTS ARE DUE UPON RECEIPT OF CONTRACTOR'S INVOICE. Any delay in payments will result in a 1% interest rate calculated based on the outstanding amount per 30-day term, or the maximum rate of interest permissible under RCW 19.52.020. Should payment not be received upon substantial completion of the job, this account will be referred to an attorney for collection, and Customer shall be responsible for all attorney's fees and court costs necessary to collect any overdue amounts. This agreement, and the terms attached hereto, constitute the entire contract by and between Contractor and Customer, and therefore, the parties are not bound by oral expressions or representations by any party or their agent. The work quoted within this estimate may be performed by Alpine Roofing or by a sub-contractor hired by Alpine Roofing.

NOTICE TO CUSTOMER

This contractor is registered with the State of Washington, Registration No.: ALLPIR*784K3, and has posted with the state a bond or deposit of $12,000.00 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is 05/23/2024.
THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT. This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to $12,000.00 that you and other customers, suppliers, subcontractors, or taxing authorities may have.
FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT. You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help ensure that your project will be completed as required by your contract.
YOUR PROPERTY MAY BE LIENED.
If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.
FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.
The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

I, Customer, have received a copy of the foregoing statement.

CUSTOMER'S RIGHT TO CANCEL
IF YOU HAVE INDICATED IN THIS CONTRACT THAT YOU INTEND TO OBTAIN A LOAN TO PAY FOR ALL OR PART OF THE WORK SPECIFIED IN THE CONTRACT, YOU HAVE THE RIGHT TO CHANGE YOUR MIND AND CANCEL THIS CONTRACT WITHIN THREE DAYS OF THE DATE WHEN THE LENDER PROVIDES YOU WITH YOUR TRUTH-IN-LENDING DISCLOSURE STATEMENT OR THE DATE WHEN YOU RECEIVE WRITTEN NOTIFICATION THAT YOUR LOAN WAS DENIED.
BE SURE THAT ALL PROMISES MADE BY YOUR CONTRACTOR ARE PUT IN WRITING BEFORE YOU SIGN THIS CONTRACT."

TERMS AND CONDITIONS
General. This proposal is subject to change without notice and is automatically withdrawn on the 15th day following its date of issue if not accepted in writing and a copy of this proposal returned to Alpine Roofing ("Contractor"). If Customer cancels the Agreement following any statutory allowance, but prior to the start of work, Customer is liable for 15% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. Customer and Contractor agree that this amount is not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or cancel this Agreement prior to work start to be performed in the event the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (c) singular words include plural and vice versa.

Insurance. Contractor shall carry worker's compensation, automobile liability, general liability and any other insurance required by law.

Access. Customer agrees to provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure. Contractor is not liable, and Customer is solely liable for the grading, slope or construction of the roof deck, the roofing system or appurtenances, or work installed by any person other than Contractor, unless otherwise specified by Contractor in this Agreement. Customer agrees to provide roof deck surfaces that are sufficient to receive materials as required.

Site Conditions. Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer.

Payment Terms. By signing this Agreement, Customer gives Contractor the right to obtain a credit check on the signatory. Contractor

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**Notes Continued...**

reserves the right to require a deposit in excess of 10%, and Customer hereby agrees to waive any statutory requirement to the contrary. Customer agrees to pay interest of 1.0% per month (ANNUAL PERCENTAGE RATE OF 12%), unless otherwise required by law, on the balance of any unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. At Contractor's sole discretion, Contractor may accept payments over time. If payments are accepted over time, Customer agrees that Contractor may lien the property for the amounts unpaid as of the date the lien is recorded, and Customer is liable for all costs associated with the creation and filing of the lien. Once all amounts are paid in full, the lien shall be released. Customer shall not withhold any part of the Agreement amount for which payment is due under the Agreement. The total Agreement price, including the charges for changes/extras, shall be payable to Contractor in accordance with the agreed upon terms. If there is an increase in the price of the products charged to the Contractor in excess of 5% subsequent to making this proposal/contract, the price set forth in this proposal/contract shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased charges to the Customer. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work, shipments and/or warranties until full payment is made or terminate this contract. The contract sum shall be increased by the amount of contractor's reasonable costs of shutdown delay and start-up.

Restrictions and Requirements. In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra cost for Contractor's labor and materials shall be the sole obligation of the Customer. If the substrate roof condition results in ponding pursuant to the Washington Building Code and modifications are required to correct the roof so ponding will not occur, Contractor will notify Customer immediately. It shall be the sole obligation of the Customer to determine the existence of restrictions contained in deeds, subdivision or neighborhood regulations which might relate to or restrict the improvements under this Agreement. Contractor shall have no liability or responsibility for any such non-conformity with such restrictions/requirements. Contractor shall be entitled to payment from Customer of all sums due hereunder not withstanding any injunction/prohibition against the work as a result of any violation of such restriction/requirement.

Contractor is not responsible/liable for any hairline cracks, or any cracks, in the ceiling due to the removal and reinstalling of the roof or any damage caused by dust or debris caused by Contractor's work. Contractor is not liable for damage to person or property caused by nails, and Customer agrees that it will take the appropriate precautions to avoid said damage. Contractor does not warrant against tile slippage with a mortar or foam type tile roof system on any roofs over 4/12 pitch not mechanically fastened. During the course of the roofing work, Customer agrees to hold Contractor not liable for water intrusion that occurs from the date of commencement of roof repairs, remodeling, or other roofing services through the date of completion of such work. Unless otherwise specified, there is no specific completion date. However, Contractor will perform the work hereunder within a reasonable time and in a workmanlike manner. The cost for testing/abatement for asbestos is the sole responsibility of the Customer. As part of the roofing process, odors and emissions from roofing products will be released and noise will be generated. Customer shall be responsible for indoor air quality and shall hold Contractor harmless, indemnify and defend Contractor from claims relating to fumes and odors that are emitted during the normal roofing process.

Choice of Law, Venue and Attorney's Fees. This Agreement shall be governed by the laws of the State of Washington. Venue of any proceeding arising out of this Agreement shall be in the county where the property is located, unless the parties agree otherwise. Should Contractor employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, Contractor shall be entitled to recover from the Customer all of its attorney's fees and costs/expenses incurred therein, including attorney's fees, and costs/expenses incurred at mediation, administrative, appellate or bankruptcy proceedings. Any legal claim against Contractor alleging any breach of this Agreement or negligence by Contractor must be initiated no later than two (2) years after Contractor performed the roofing installation covered by this Agreement.

Waiver of Jury Trial. THE PARTIES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

Damage Limitation. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

Warranties. Unless otherwise provided: THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees if any, provided under the Agreement are solely for the original Customer, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the

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**Notes Continued...**

sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.

Claims. It is Customer's duty to notify Contractor in writing within 3 days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.

Acts of God. Contractor shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, pandemics, civil disturbances, failure or delays in transportation, shortage of or inability to obtain materials, equipment or labor, fires, weather conditions, strikes, war or other causes beyond Contractor's reasonable control, including delays caused by any act or neglect of Customer, by any separate contractor employed by the Customer, or by changes ordered by the Customer in the work. Customer shall obtain prior to construction fire, tornado, flood, builder's risk and other necessary insurance for this project.

Disclaimer. Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to Mold, including Claims arising out or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties.

Working Hours. The proposal is based upon the performance of all work during Contractor's regular working hours, excluding weekends and National holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours if required by Customer.

Materials. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Specified quantities are intended to represent an average over the entire roof area. Contractor is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R value, ASTM or UL compliance, but rather the materials used are represented as such by the manufacturer. Metal roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as "oil-canning." Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the Contractor. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified. In the event that any specified material or equipment becomes unavailable either temporarily or permanently after the contract is executed, provided that such availability is a result of factors beyond Contractor's control, then in the event of temporary unavailability, the contract time shall be extended to reflect the duration of time that the Contractor is delayed by the unavailability, and in the case of permanent unavailability, the Contractor shall be excused from providing said material or equipment and allowed to provide an available substitute. To the extent an available substitute is provided by Contractor under this provision, any increase in the cost between the originally specified material or equipment and its substitute shall be paid by the Customer to the Contractor. Due to material shortages, Customer may experience delays related to the inability to timely obtain materials for this project. In the event of such a delay, Contractor shall notify Customer, and Customer agrees to provide Contractor with an extension of time for any delay attributable to the temporary inability to obtain materials.

Construction and Interpretation. Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement also incorporates the documents entitled "Limited Workmanship Warranty" (to the extent applicable) and "Statutory Warnings." Customer acknowledges that it has read/agreed to all incorporated documents, policies and exhibits.

**Glass Nook**
409 Wellsian Way
Richland, WA 99352
+1 5099436746
accounting@theglassnook.com
www.theglassnook.com

# Estimate 266370

**ADDRESS**
New Beginnings Thrift
1016 Lee BLV
Richland, WA 99352

**SHIP TO**
New Beginnings Thrift
1016 Lee BLV
Richland, WA 99352

DATE
03/15/2024

TOTAL
**$54,567.40**

**SALES REP**
Mike

**PHONE NUMBER**
5093804031

| ITEM | QTY | DESCRIPTION | RATE | AMOUNT |
|---|---|---|---|---|
| | | Furnish and install new black anodized store front metal with solar ban 60 with a super spacer has a .29 U-value Low-E insulated glass. Medium stile store front doors with standard push pull handles, surface mount HD door closures, 3 point locking system with keyed alike cylinders with thumb turn cylinder on interior. Black break metal to cover existing steel columns between sections. All labor to demo existing store front and install new is prevailing wage. Alternate price to upgrade to solar ban 70 .29 U value Low-E insulated glass. Price shown on this estimate includes all labor and materials needed for installation and removal of all job site debris. | | |
| **Store front** | 1 | New Store Front, both sections facing the street | 48,700.00 | 48,700.00T |
| **Services** | 1 | Alternate price to add super spacer to solar ban 60 to bring the U value down to .29 | 1,500.00 | 1,500.00T |
| | | Square footage for rebate is 633.33 sq ft | | |

TERMS: 75% DOWN DUE AT ORDER, WITH BALANCE DUE IN FULL ON DATE OF JOB COMPLETION. ACCOUNTS ARE PAST DUE AFTER THIS DATE.

WE ACCEPT VISA, M/C, AM EX, DISCOVER, CHECKS & CASH.

THERE WILL BE A 3.5% CONVENIENCE FEE FOR PAYMENTS MADE BY PHONE & ONLINE.

AN 18% FINANCE CHARGE IS ASSESSED ON PAST DUE ACCOUNTS.

THANK YOU FOR SUPPORTING OUR SMALL BUSINESS.

| | |
|---|---|
| SUBTOTAL | 50,200.00 |
| TAX (8.7%) | 4,367.40 |
| TOTAL | $54,567.40 |

THANK YOU.

TERMS: ACCOUNTS 30 DAYS PAST DUE SUBJECT TO LEGAL COLLECTION ASSIGNMENT &/OR LIENS PLACED AGAINST PROPERTY FOR MONIES OWED. CUSTOMER AGREES TO PAY ALL LEGAL FEES ASSOCIATED WITH COLLECTION EFFORTS GLASS NOOK & IT'S OWNERS MAKE TO COLLECT DEBTS OWED TO THEM. BY PURCHASING WITH GLASS NOOK, CUSTOMER HEREBY AGREE TO THESE TERMS.
THANK YOU FOR CHOOSING GLASS NOOK. WA LIC# GLASSI*997CH/OR LIC# 206879

Accepted By

Accepted Date

TERMS: ACCOUNTS 30 DAYS PAST DUE SUBJECT TO LEGAL COLLECTION ASSIGNMENT &/OR LIENS PLACED AGAINST PROPERTY FOR MONIES OWED. CUSTOMER AGREES TO PAY ALL LEGAL FEES ASSOCIATED WITH COLLECTION EFFORTS GLASS NOOK & IT'S OWNERS MAKE TO COLLECT DEBTS OWED TO THEM. BY PURCHASING WITH GLASS NOOK, CUSTOMER HEREBY AGREE TO THESE TERMS.

THANK YOU FOR CHOOSING GLASS NOOK. WA LIC# GLASSI*997CH/OR LIC# 206879

Perfection GLASS
WINDOW & DOOR SPECIALISTS

1238 COLUMBIA PARK TRAIL
RICHLAND, WA 99352
(509) 586-1177
CORPORATE OFFICE

904 N. 4TH AVE.
WALLA WALLA, WA 99362
(509) 529-5110
*State Cont. License: PERFEI*241Q2*

# Quote

| Quote No | Quote Date |
|---|---|
| 8082 | 3/15/2024 |

| Salesperson |
|---|
| JEFF GLINES |

| Customer | Work to be Performed at |
|---|---|
| NEW BEGINNINGS THRIFT STORE<br>1016 LEE BLVD<br>RICHLAND, WA 99352<br>CHAD (509) 380-4031<br>CLEINBACK@GMAIL.COM | **NEW BEGINNINGS THRIFT STORE**<br>1016 LEE BLVD<br>RICHLAND, WA 99352<br>CHAD |

**Work Requested**

QUOTE TO REPLACE STOREFRONT

| Description | Amount |
|---|---|
| ALUMINUM FRAME:<br>1) Kawneer Entrance Systems Double Doors, 350 Medium,<br>Style door,10” Bottom Rail, 450 Frame, Black Finish, CO9<br>Pull Handel, Continuous Geared Hinge, International<br>Surface Closer, Keyed Cylinder, 1686 Panic<br><br>Punch Openings:<br>NET SIZE:<br>8) 75 1/2" X 119 1/4"<br>1) 75 " X 119 1/4"<br><br>Glazing:<br>1"OA, 1/4" SB60 X 1/4" 4TH Surface IS20, Tempered<br>(Argon Filled) (Reaches .22 Rating) Glass Price ($22,100)<br><br>EXCLUDES:<br>Film and Decals<br>Permits | 55,000.00 |

| | |
|---|---|
| Subtotal: | 55,000.00 |
| RICHLAND Sales Tax: | 4,785.00 |
| **Quote Total:** | **59,785.00** |

## PROPOSAL DETAILS

1. **All proposals are good for 30 calendar days. After the 30 day period the provided proposal may need to be revised.**
2. **The customer is responsible for reviewing this proposal for accuracy to ensure all required aspects of the project are listed.**
3. **Perfection Glass will not be held responsible for material not listed on this proposal.**
   a. **In the case in which material must be provided that is not listed in this proposal, a change order will be issued to the customer.**
4. **Perfection Glass will provide a one (1) year warranty on all workmanship.**
5. **Manufacturer’s warranties vary depending on the manufacturer. Perfection Glass will honor warranties on material from manufacturers, but labor to replace manufacturers defects will be charged to the customer.**
6. **Expedited orders may require an additional fee, depending on material availability and production schedule.**
7. **All lead times given are estimates. Lead times are subject to change.**

Superior Glass

6476 W. Brinkley Rd.
Kennewick, WA 99336
Ph: 509-586-6000
WA #SUPERGL876N7
OR #202278
www.superior-glass.com
office@superior-glass.com

# Estimate

| Date | Estimate # |
|---|---|
| 3/22/2024 | 13489 |

| Name / Address | Ship To |
|---|---|
| Leinback Properties<br>1022 Lee Blvd<br>Richland, WA 99352 | New Beginnings Thrift Shop<br>1016 / 1010 Lee Blvd<br>Richland, WA 99352 |

| Contact | Project |
|---|---|
| Chad 509-380-4031 | New Beginnings |

***Due to the rise in costs and material shortages, Superior Glass can only honor pricing for 30 days. Please expect longer than normal lead times***

Superior Glass proposes to provide all labor, materials and equipment for the complete installation of the following items.

| Item | Description | Total |
|---|---|---|
| Remove & Dispose | 1016 Lee Blvd.<br>(4) 76" x 120" Single Pane Aluminum Windows.<br>(1) 6'0" x 7'0" Pair of Aluminum Door with Transom. | |
| Furnish & Install | New Kawneer 451T Aluminum Storefront Windows.<br>New Kawneer 350 Medium Stile Aluminum entry Doors.<br>(4) 76" x 120" Two Lite Wide Fixed.<br>(1) 6'0" x 7'0" with Transom.<br>Aluminum finish shall be manufactures standard Painted Black Finish.<br>Door hardware shall be as follows: continuous geared hinge,<br>3 point locking system, exterior keyed cylinder, interior thumb turn,<br>Heavy duty surface closer, tubular push / pull handles, threshold & weathering.<br>Glazing shall be Clear insulated Loe / Argon, Tempered where required.<br>Includes related flashing, sealants and anchors.<br>Prevailing Wages. | |
| EXCLUDES | Final Keyed Cylinders.<br>Building Permit<br>Interior finish trim.<br>Product Protection, Final Cleaning and Replacement of Goods Damaged by Others.<br>Sales Tax. | |
| Base Price | 1016 Only. | 29,170.00T |
| Remove & Dispose | 1010 Lee Blvd.<br>(5) 76" x 120" Single Pane Aluminum Windows.<br>(1) 6'0" x 7'0" Pair of Aluminum Door with Transom. | |

Please call with questions.
Sincerely,

Mike Jr. LaBeaf

Mikejr@superior-glass.com
509-586-6000

All Debit/Credit Card transactions will incur a 3% Fee, Please call to make payment over the phone when using a Debit/Credit Card.

A finance charge will be imposed on all past due accounts. Finance charge of a "Periodic Rate" of 1-1/2% per month, minimum $1.00 which is a annual percentage rate of 18%. If above terms are not met we may exercise our right to lien and turn over to collections. NSF Check fee $35.00.

**Subtotal**

**Sales Tax (8.7%)**

**Total**

***Honesty and Integrity in everything we do.***

Superior Glass

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| Contact | Project |
|---|---|
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| EXCLUDES | Final Keyed Cylinders.<br>Building Permit<br>Interior finish trim.<br>Product Protection, Final Cleaning and Replacement of Goods Damaged by Others.<br>Sales Tax. | |
| Base Price | 1010 Only. | 35,125.00T |

Please call with questions.
Sincerely,

Mike Jr. LaBeaf

Mikejr@superior-glass.com
509-586-6000

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A finance charge will be imposed on all past due accounts. Finance charge of a "Periodic Rate" of 1-1/2% per month, minimum $1.00 which is a annual percentage rate of 18%. If above terms are not met we may exercise our right to lien and turn over to collections. NSF Check fee $35.00.

| | |
|---|---|
| **Subtotal** | $64,295.00 |
| **Sales Tax (8.7%)** | $5,593.67 |
| **Total** | $69,888.67 |

***Honesty and Integrity in everything we do.***

Before

After Example

# ECONOMIC DEVELOPMENT COMMITTEE AGENDA ITEM COVERSHEET

Meeting Date: 4/15/2024 Agenda Category: Presentations

Prepared By: Amanda Wallner, Economic Development Manager

Subject:
Tridec Update

Department:
Development Services

Recommended Motion:

Summary:

Fiscal Impact:

Attachments: