



Agenda
City Council Special Meeting
Wednesday, August 7, 2024
Richland City Hall Council Chambers
625 Swift Boulevard

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

1. 3 Rivers Community Foundation Presentation (10 minutes)
 - Abbey Cameron, CEO of 3 Rivers Community Foundation
2. 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.

3. Proposed Amendment to Richland Municipal Code Section 3.24.560 and eliminating the 1-Year Grace Period for Downtown Business Improvement District Assessments, Ordinance No. 2024-25

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:

4. Approval of the July 16, 2024 City Council Regular Meeting Minutes and the July 23, 2024 City Council Workshop Meeting Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

5. Ordinance No. 2024-26, Amending Richland Municipal Code Sections 5.04.170 and 5.04.290 related to Business License Information and Enforcement
 - Heather Kintzley, City Attorney
6. Ordinance No. 2024-27, Amending Chapter 8.10 of the Richland Municipal Code related to Public Camping
 - Heather Kintzley, City Attorney

Ordinances - Second Reading & Passage:

None.

Resolutions - Adoption:

7. Resolution No. 2024-93, Adopting the Richland Energy Services 2024 Energy Resource Plan
 - Clint Whitney, Energy Services Director
8. Resolution No. 2024-95, Authorizing Weatherwise Contractor Agreements with Gale Contractor Services and Young's Heating and Cooling, LLC for Weatherwise Program Participation
 - Clint Whitney, Energy Services Director
9. Resolution No. 2021-96, Authorizing Change Order No. 4 to Contract No. 437-23 with Sharpe & Preszler Construction Co., Inc. for the Sunset Street and Montana Avenue Water Main Replacement
 - Carlo D'Alessandro, Public Works Director
10. Resolution No. 2024-97, Authorizing Change Order No. 1 to Contract No. 97-24 with McCann Trucking, LLC for the 2024 Americans with Disabilities Act (ADA) Ramp Project
 - Carlo D'Alessandro, Public Works Director
11. Resolution No. 2024-98, Authorizing a Grant Application to the Washington State Department of Transportation Traffic Conflict Screening Using Video Analytics Program
 - Carlo D'Alessandro, Public Works Director
12. Resolution No. 2024-99, Authorizing Grant Applications to the Washington State Transportation Improvement Board Urban Arterial Program and Active Transportation Program
 - Carlo D'Alessandro, Public Works Director

Items - Approval:

None.

Items of Business:

13. Ordinance No. 2024-25, Amending Richland Municipal Code Section 3.24.560 and eliminating the 1-Year Grace Period for Downtown Business Improvement District Assessments (First Reading)
 - Kerwin Jensen, Development Services Director
14. Resolution No. 2024-94, Authorizing a Washington Families Clean Energy Credits Grant through the Washington State Department of Commerce
 - Clint Whitney, Energy Services Director
 - Brandon Allen, Finance 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.



3 RIVERS

COMMUNITY FOUNDATION

CREATING OPPORTUNITIES FOR PERPETUAL GIVING

Making a difference



700 Community Foundations in the US

24 Community Foundations in Washington

Community Foundations are 501c3 organizations



Community Foundations exist to support their local nonprofit agencies and charitable projects. **3RCF is building a permanent community endowment to support Benton and Franklin counties.**



Our Mission

As your local community foundation, we create opportunities for perpetual charitable giving in Benton and Franklin counties to support nonprofits now, and in the future.



Our Vision

To be recognized as a trusted philanthropic leader in the local communities we serve through the delivery of quality donor services, impactful grants and scholarships, and bold initiatives that address community needs.

What we do...

Endowed Funds

Funds established by individuals or organizations that are invested with a portion of the growth directed to charitable causes.

Scholarships

Donors can establish a fund to support students academic goals.

Pass Thru Funds/Qualified Charitable Distributions

Special projects, anonymous giving, or donor services are provided for gifts that “pass-thru” 3RCF to charitable causes.

Nonprofit Agency Endowments

A service to help nonprofits establish endowments for their long term growth.



What we do...

Nonprofit Agency Endowments

Nonprofit organizations can establish a perpetual fund, saving them time and expense, and establishing a long term and stable source of revenue.



Annual Grant Opportunity

Annual Grant Cycle:

- Open August thru mid-September
- Open to 501c3 nonprofits serving Benton and Franklin counties
- Grants range from \$1,000 - \$10,000
- Grants awarded at Celebration of Philanthropy luncheon in early December
- Follow us at www.facebook.com/3RiversCommunityFoundation



2023 Grant Impact

Total: \$766,115

\$766,114 was distributed in 225 grants to 161 organizations.
85% of 3RCF's grant dollars stay local.

Board Directed Grants \$244,889

Grants made through Annual Grant Cycle

Designated Grants \$339,610

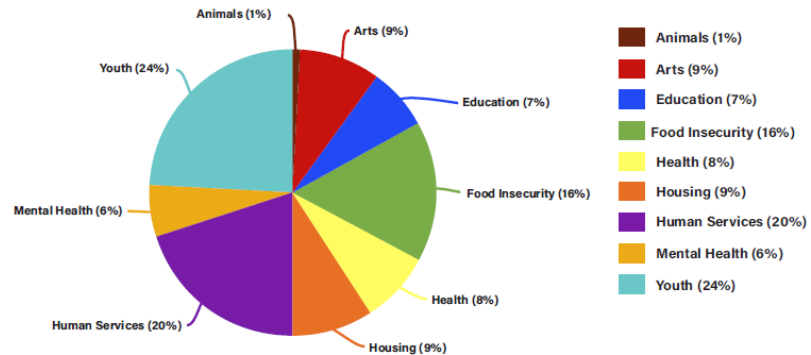
Includes Family Health & Wellness Fund Grants and Designated Fund Grants

Donor-Directed Grants \$181,616

Includes Donor Advised Fund Grants, Pass Thru Grants, and Holiday Giving Guide



Board Directed Grants by Sector



Now offering training & certification programs for nonprofit boards!



1. The Essentials of Nonprofit Board Governance
2. Governance with Equity: DEI for Nonprofit Boards





BoardBuild



BoardBuild Essentials

- Board Member Basics
- Essential Guiding Documents
- Nonprofit Financial Essentials
- Evaluating Agency Programs and the CEO
- Board Meetings and Committees
- On Your Way to Being a Great Board Member



DEI Fundamentals

- DEI Fundamentals for Board Oversight
- DEI Assessments and Cultural Audits
- DEI Blueprint for Board and Committee Meetings
- Creating a Culture of Inclusion and Belonging
- Evaluating Agency Operations with an Equity Lens
- A Deeper Dive into Equity

Who we are:

Board Members

- Randy Aust
- Blanche Barajas
- Susan Coleman
- Uby Creek
- Kat Lawrence
- Mark Gerboth
- Candice Jones
- Samson Martinez
- Lori McCord
- Mike Miller
- Mike Neitzel
- Dave Praino
- Kathy Ruggles
- Randy Taylor
- Tara Wiswall

Staff

- Abbey Cameron, CEO
- Kelsi Gardner, Program & Office Manager



www.3rcf.org
office@3rcf.org

- Knowledge and connections to local nonprofit community

- Grantmaking services

- Fiscal Sponsor

- Community funded charitable projects
(parks, special initiatives)

- Philanthropic advising



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, July 16, 2024

Richland City Hall ~ Council Chambers
625 Swift Boulevard

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

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

Welcome and Roll Call

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

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

COUNCILMEMBER WHITTEN MOVED AND MAYOR PRO TEM KENT SECONDED THE MOTION TO EXCUSE COUNCILMEMBER LUKSON. MOTION CARRIED 6-0.

Also present were City Manager Amundson, Deputy City Manager Schiessl, City Attorney Kintzley, Fire Chief Huntington, Development Services Director Jensen, Energy Services Director Whitney, Finance Director Allen, Human Resources Director Paulsen, Parks & Public Facilities Director Waite, Interim Public Works Director D'Alessandro, Interim Chief of Police Meidl, and City Clerk Rogers.

Pledge of Allegiance

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

Approval of Agenda

MAYOR PRO TEM KENT MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 6-0.

Presentations

None.

Public Hearing

None.

Public Comments

City Clerk Rogers read the Public Comments procedures. No public comments were offered.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

Minutes

1. Approval of the July 2, 2024 City Council Regular Meeting Minutes

Ordinances - First Reading

None.

Ordinances - Second Reading & Passage

2. Ordinance No. 2024-23, Amending Richland Municipal Code Section 21.01.020 related to Administration, Permits, and Fees
3. Ordinance No. 2024-24, Amending Richland Municipal Code Sections 3.04.010 and 3.04.070 related to Small Works

Resolutions - Adoption

4. Resolution No. 2024-87, Declaring Intent to Eliminate the One-Year Assessment Exemption for New Businesses in the Downtown Business Improvement District and Setting a Public Hearing Date
5. Resolution No. 2024-88, Authorizing Current and Ratifying Former Grant Agreements with the Washington State Department of Ecology for the Biennial Storm Water Capacity Grant
6. Resolution No. 2024-89, Rejecting All Bids for the Richland Public Library Outdoor Reading and Children's Play Area
7. Resolution No. 2024-90, Authorizing a Local Heroes Grant from Gesa Credit Union for a Community Automated External Defibrillator (AED) Station

8. Resolution No. 2024-91, Authorizing an Interagency Agreement with the U.S. Bureau of Land Management for Wildland Fire Suppression
9. Resolution No. 2024-92, Ratifying the Richland Police Department's Application to the U.S. Department of Justice for the 2024 Bulletproof Vest Partnership Grant

Items - Approval

None.

Expenditures - Approval

10. Expenditures from June 1, 2024 to June 30, 2024 for \$22,040,312.14 including Travel Checks Nos. 20561-20577, Accounts Payable Check Nos. 323876-324795, Accounts Payable Wire Nos. 10103-10144, Payroll Wires & ACH Nos. 14061-14113, Payroll Direct Deposit & Check Nos. 224425-225690, and Pension Check Nos. 6770-6791.

COUNCILMEMBER VANDYKE MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, MAIER, VANDYKE AND WHITTEN. MOTION CARRIED 6-0.

Items of Business

None.

Reports and Comments

City Manager

City Manager Amundson informed Council that city staff recently participated in an entrance conference with the Washington State Auditor's Office to begin the City's financial and federal audit. Finance Director Allen added that the audit process should be completed by early to mid-August, and will be followed by a compliance audit in September or early October. City Manager Amundson also mentioned that prior to the start of the audit, he and other city staff were invited to participate in interviews to assess areas of increased risk.

City Manager Amundson reviewed the agenda items for the July 23, 2024 workshop meeting and concluded by announcing that the annual Art in the Park event will start on Friday, July 26, 2024 at Howard Amon Park. This year, the City will staff a booth at the event to enhance public engagement.

City Council

Mayor Pro Tem Kent reported that she attended a Parks & Recreation Commission meeting held the previous week. She shared that the PRC heard a presentation from the Benton County Mosquito Control District on mosquito control, and a presentation regarding the Urban Greenbelt Trail renaming effort.

Members of the community proposed renaming the Urban Greenbelt Trail after Gustav Albin (G.A.) Pehrson, who was a notable architect known for his contributions to the construction of the Alphabet Homes in Richland. Mayor Pro Tem Kent encouraged councilmembers to view the July 11, 2024 Parks & Recreation Commission meeting video for more information.

Councilmember Van Dyke shared his positive experience at the recent Port of Benton Commission meeting and praised the Port of Benton for its efforts in pursuing grants, its progress on the Transportation Improvement Program (TIP), and its collaboration with neighboring cities. Mayor Richardson commented that the City is fortunate to have a good relationship with the Port of Benton.

Councilmember Jones invited Council and the public to attend the REACH Museum's 10th anniversary celebration on July 23, 2024, which is free to local residents.

Councilmember Whitten had no comments.

Councilmember Maier reported that the Ben Franklin Transit is beginning its long-range Transit Plan and encouraged the public to participate by completing a survey on the BFT.org website. Councilmember Maier also provided an update on his efforts to collect pedestrian and cyclist crash data from RPD and the Washington State Department of Transportation (WSDOT).

Mayor

Mayor Richardson had no comments.

Adjournment

Mayor Richardson adjourned the meeting at 6:15 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Tuesday, July 23, 2024

Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Workshop - 6:00 p.m.

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

Attendance: Mayor Richardson	Present
Mayor Pro Tem Kent	Present
Councilmember Jones	Present
Councilmember Lukson	Present
Councilmember Maier	Present
Councilmember VanDyke	Present
Councilmember Whitten	Absent

Also present were City Manager Amundson, Deputy City Manager Schiessl, City Attorney Kintzley, Fire Chief Huntington, Energy Services Director Whitney, Finance Director Allen, Development Services Director Jensen, Parks & Public Facilities Director Waite, Public Works Director D'Alessandro, Interim Chief of Police Meidl, and City Clerk Rogers.

Agenda Items

1. Public Safety Power Shutoffs

With the assistance of a PowerPoint Presentation, Energy Services Director Whitney began his presentation by defining a Public Safety Power Shutoff (PSPS) and its purpose. The PSPS outlines the protocols and procedures for implementing a temporary planned power shutoff during high-risk wildfire weather conditions.

Energy Services Director Whitney stated that while the City does not expect to identify any areas in Richland as high risk subject to a PSPS, the City may be called on to support Bonneville Power Administration (BPA) with a PSPS due to load levels or extreme weather conditions. Circumstances and steps for non-BPA PSPS in Richland include Tri-Cities transmission capacity constraints, equipment failure, wildfires, extreme weather and other outage actions. The City will communicate with impacted customers in advance of and during a PSPS.

House Bill 1032, passed in 2023, requires all electric utilities to adopt and submit a Wildfire Mitigation Plan to the Department of Natural Resources by October 31, 2024. The Richland Energy Services (RES) Wildfire Mitigation Plan will be presented to the Utility Advisory Committee (UAC) in September, followed by presentation to the Richland City Council for adoption in either September or October.

At the conclusion of the presentation, Councilmember Jones provided comments and emphasized the importance of communicating a PSPS with the community. She recommended that PSPS notifications should be shared in multiple formats to reach residents who use social media and those who do not. Energy Services Director Whitney committed to continued collaboration with the City's Communications & Marketing team to keep residents informed.

Mayor Richardson thanked Energy Services Director Whitney for his presentation.

2. 2025 Legislative Priorities – Initial Discussion

Each fall, Council considers the city's state and federal legislative priorities in advance of the next upcoming legislative session. Tonight's discussion will be the first opportunity to evaluate the organization's priorities before engaging with state and federal elected officials.

Deputy City Manager Schiessl distributed the 2024 Legislative Priorities document to be used as a conversation guide in drafting the 2025 Legislative Priorities. The adopted 2024 Legislative Priorities included the following projects:

- Amendments to the Targeted Urban Area (TUA) to support economic development
- Capital budget funding for infrastructure upgrades and repairs
- Capital assistance for transportation and infrastructure projects
- Regional low barrier homeless housing and housing inventory
- Support statewide efforts by the Washington Association of Sheriffs and Police Chiefs (WSPSC) to improve community safety
- Support for hydroelectric power
- TRIDEC shoreline reconveyance

Additionally, City Manager Amundson provided an update on the status on several projects, their funding sources, and funding received to date. The City will continue to advocate for projects requiring additional funding. Council offered comments and suggestions related to the proposed legislative priorities.

3. Revisions to Chapter 8.10 RMC Public Camping

DCM Schiessl began his presentation by showing an image depicting a public camping site in the city, then provided an overview of the scope of public land in the City of Richland. He then reviewed Chapter 8.10 RMC, which was the City's response to *Martin v. City of Boise*, which prohibited the imposition of penalties on homeless individuals for sitting, sleeping, or lying outside on public property when unable to obtain shelter.

DCM Schiessl then shared information about *City of Grants Pass v. Johnson*, a recent United States Supreme Court decision that reversed the 9th Court's decision in *Martin v. City of Boise*. The decision rejected the 9th Circuit's conclusion that criminal penalties arising from no public camping ordinances violate the 8th Amendment's prohibition

against cruel and unusual punishment. The ruling restored local government's ability to enforce public camping ordinances irrespective of the availability of shelter space.

At the conclusion of his presentation, DCM Schiessl pointed out a number of edits to Chapter 8.10 RMC recommended by the City's legal department. The edits are necessary to remove elements of the code that are no longer required to be proven at trial. Staff further discussed the option of moving some of the processes currently codified into an internal policy so ensure that homeless individuals are still offered housing assistance and resources before enforcement action is taken. Detailed information is available in DCM Schiessl's PowerPoint Presentation.

DCM Schiessl sought Council's guidance on the proposed edits to Chapter 8.10 RMC and staff's policy suggestions. Council had an in-depth discussion on this topic, offered feedback and suggestions, and engaged in a comprehensive question and answer session with staff.

Closing Comments

City Manager Amundson informed Council that a letter of support was being drafted for Bonneville Power Administration's (BPA) South Tri-Cities Reinforcement Project. The letter will be provided to Council for review and feedback before it is submitted.

Finally, City Manager Amundson congratulated Carlo D'Alessandro on his promotion to Public Works Director, noting that he has been effectively managing dual roles as interim Public Works Director and Transportation & Development Manager for several months.

Adjournment

Mayor Richardson adjourned the meeting at 7:26 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/7/2024

Agenda Category: Ordinances - First Reading

Strategic Priority I - High Performance Government

Subject:

Ordinance No. 2024-26, Amending Richland Municipal Code Sections 5.04.170 and 5.04.290 related to Business License Information and Enforcement

Department/Office
City Attorney

Ordinance/Resolution Number:
2024-26

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2024-26, amending Richland Municipal Code Sections 5.04.170 and 5.04.290 related to business licensing information and enforcement.

Summary:

The City recently discovered two deficiencies in its business licensing code that create unnecessary difficulty in prosecuting the crime of operating without a business license. One deficiency concerns the City's incorrect classification of the penalty upon conviction of the misdemeanor offense. The code currently describes a violation of RMC 5.04.170 as a misdemeanor, which is correct, but further states that it is punishable by up to a year in jail and up to a \$5,000 fine. State law caps the penalty for a misdemeanor conviction at up to 90 days in jail and up to a \$1,000 fine. This outdated language requires amendment to comply with state law.

The second deficiency relates to the City's ability to access records held by the Department of Revenue. Several years ago, the Washington State Legislature mandated that local governments partner with the Department of Revenue for business licensing. Specifically, RCW 35.90.020(1) provides that "a city that requires a general business license of any person that engages in business activities within that city must partner with the department [of Revenue] to have such license issued, and renewed if the city requires renewal, through the business licensing service in accordance with chapter 19.02 RCW." Because the City is forced to utilize DOR for business licensing, the City's business license records necessarily live in DOR's system.

When the City made attempts to obtain certified records of Richland business licensing documents for use at trial, the Department of Revenue refused to release the records to the City, citing privilege under RCW 19.02.115. The City attempted to seek the records through a subpoena, but was advised by the Washington State Attorney General's Office that the AG would move to quash the City's subpoena. The City was advised that the only way to obtain certified copies of the records was to pass a local law providing the Department of Revenue with reciprocity to access the City's business licensing records per RCW 19.02.115(3)(j). Ordinance No. 2024-26 will create such a law to streamline future access to the City's own records held by the Washington State Department of Revenue.

Staff recommends approval of Ordinance No. 2024-26 for first reading, by title only.

Fiscal Impact: None.

Attachments:

I. Ordinance No. 2024-26

ORDINANCE NO. 2024-26

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING RICHLAND MUNICIPAL CODE SECTIONS 5.04.170 AND 5.04.290 RELATED TO BUSINESS LICENSING INFORMATION AND ENFORCEMENT.

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code to bring it into alignment with state law; and

WHEREAS, the City recently discovered two deficiencies in its business licensing code that create unnecessary difficulty in prosecuting the crime of operating without a business license; and

WHEREAS, the deficiencies are the product of antiquated language that requires amendment.

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

Section 1. Richland Municipal Code Section 5.04.170, entitled Compliance required, as first enacted by Ordinance No. 83, and last amended by Ordinance No. 50-19, is hereby amended as follows:

5.04.170 Compliance required.

It shall be unlawful for any person, either directly or indirectly, to conduct any business or nonprofit enterprise for which a license, or permit, is required by this chapter, without having a license or permit therefor in effect at all times as required by this chapter. The issuance of a license or permit under this chapter shall not waive or excuse compliance with the provisions of any other ordinance of the city. Any person violating any provision of this section shall be guilty of a misdemeanor punishable as provided in RMC 9.02.020(C). ~~and shall be punished by a fine not to exceed \$5,000 or by imprisonment for not more than one year, or both such fine and imprisonment.~~

Section 2. Richland Municipal Code Section 5.04.290, entitled Information confidential, as first enacted by Ordinance No. 83, and last amended by Ordinance No. 50-19, is hereby amended as follows:

5.04.290 Information confidential.

~~The license officer shall keep all i~~Information furnished or secured under the authority of this chapter is confidential and privileged pursuant to RCW 19.02.115(2). ~~in strict confidence. Unless a basis for disclosure exists in RCW 19.02.115(3)-(5), S~~such information shall not be subject to public inspection and shall be kept so that the contents thereof shall not become known except to the persons charged with the administration and enforcement of this chapter. The Washington State Department of Revenue is authorized to access City's confidential licensing information in exchange for reciprocal access to Department of Revenue licensing information as authorized by RCW 19.02.115(3)(j).

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

Section 4. 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 5. 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 _____, 2024.

Theresa Richardson, 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: 8/7/2024

Agenda Category: Ordinances - First Reading

Strategic Priority 4 - Quality of Life

Subject:

Ordinance No. 2024-27, Amending Chapter 8.10 of the Richland Municipal Code related to Public Camping

Department/Office
City Attorney

Ordinance/Resolution Number:
2024-27

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2024-27, amending Chapter 8.10 of the Richland Municipal Code related to Public Camping.

Summary:

The City has need, from time to time, to amend the Richland Municipal Code (RMC) to bring it into alignment with state and federal law.

On June 28, 2024, the United States Supreme Court decided *City of Grants Pass v. Johnson*, 603 U. S. ____ (2024), holding that enforcement of ordinances that criminalize public camping do not violate the 8th Amendment's constitutional protection against cruel and unusual punishment. The United States Supreme Court's decision in *City of Grants Pass v. Johnson* overruled the 9th Circuit's decision in *Martin v. City of Boise*, which held that enforcement of no camping ordinances against homeless individuals constitutes cruel and unusual punishment in violation of the U.S. Constitution's 8th Amendment. The practical impact of the *Grants Pass* decision is that the availability of low barrier shelter space is no longer relevant to the analysis of whether a no public camping ordinance is legally enforceable.

Ordinance No. 2024-27 will remove references to the availability of shelter space, specific locations, and conditions resulting in suspended enforcement of the ordinance since those elements are no longer required under federal law.

City staff held a workshop discussion with Council on July 23, 2024 to discuss the proposed changes in Ordinance No. 2024-27. Additional discussion points included the opportunity to build internal protocols to ensure that staff attempt to connect individuals with housing assistance and resources before pursuing enforcement action under Chapter 8.10 RMC. Protections surrounding due process and property interests are also preserved in Chapter 8.10 RMC.

Staff recommends approval of Ordinance No. 2024-27 for first reading, by title only.

Fiscal Impact: None.

Attachments:

I. Ordinance No. 2024-27

ORDINANCE NO. 2024-27

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING CHAPTER 8.10 OF THE RICHLAND MUNICIPAL CODE RELATED TO PUBLIC CAMPING.

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to bring it into alignment with state and federal law; and

WHEREAS, on June 28, 2024, the United States Supreme Court decided *City of Grants Pass v. Johnson*, 603 U. S. ____ (2024), holding that enforcement of ordinances that criminalize public camping do not violate the 8th Amendment's constitutional protection against cruel and unusual punishment; and

WHEREAS, the United States Supreme Court's decision in *City of Grants Pass v. Johnson* overruled the 9th Circuit's decision in *Martin v. City of Boise*, which held that enforcement of no camping ordinances against homeless individuals constitutes cruel and unusual punishment in violation of the U.S. Constitution's 8th Amendment; and

WHEREAS, amendments to Chapter 8.10 RMC are warranted in light of the new development in federal law.

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

Section 1. Chapter 8.10 of the Richland Municipal Code, entitled Regulating Public Camping, as first enacted by Ordinance No. 2022-22, is hereby amended as follows:

Chapter 8.10 REGULATING PUBLIC CAMPING

Sections:

8.10.010 Purpose.

8.10.020 Definitions.

8.10.030 Unlawful camping.

8.10.040 Storage of personal property in public places.

8.10.050 Removal of unauthorized encampments and individual camps.

8.10.060 Penalty for violations.

~~8.10.070 Enforcement suspended.~~

8.10.080 Severability.

8.10.010 Purpose.

It is the purpose of this chapter to prevent harm to the health and safety of the public and environment, and to promote the public health, safety and general welfare and environment by keeping public streets, sidewalks, parks, and other city-owned and/or city-maintained public property within the city readily accessible to the public, and to prevent use of city-owned and/or

city-maintained public property for camping purposes or storage of personal property which interferes with the rights of others to use the areas for the purposes for which they were intended.

8.10.020 Definitions.

The following definitions are applicable in this chapter unless the context otherwise requires:

~~“Actively engaged in the process of exiting homelessness” means an individual is presently participating in the activities necessary to achieve housing, whether temporary or permanent. The city of Richland recognizes that availability of permanent housing, transitional housing and treatment services will impact an individual’s ability to successfully move out of homelessness into housing; and therefore, there are no specific timelines outlined within this chapter. Such status shall be determined by the city manager or designee. When determining whether an individual is actively engaged in the process of exiting homelessness, the city manager or designee shall take into account whether the individual is:~~

~~1. In a local database maintained by the Benton County department of human services (BCDHS) with an active enrollment in an outreach project and/or coordinated entry; or~~

~~2. Working with a non-BCDHS entering service provider; or~~

~~3. Actively working with a street outreach project towards permanent housing or any other intervention requested by the individual (for example, treatment). “Actively working” includes:~~

~~a. The outreach worker is building rapport with the individual and has not yet entered any enrollment into BCDHS’s database; or~~

~~b. The outreach worker and individual are (i) in the documentation gathering phase for purposes of accessing housing or treatment facilities, and (ii) the individual is attending required appointments in order to achieve housing or treatment options; or~~

~~4. Participating in any other activity, program, or process deemed necessary to secure permanent housing.~~

“Camp” means to pitch, erect or occupy camp facilities, or to use camp paraphernalia or both, for the purpose of, or in such a way as will facilitate, remaining overnight, or parking a camper, recreational vehicle, trailer, or other vehicle for the purpose of remaining overnight.

“Camp facilities” include, but are not limited to, tents, huts, temporary shelters, campers, recreational vehicles, or trailers.

“Camp paraphernalia” includes but is not limited to tarpaulins, cots, beds, sleeping bags, hammocks or cooking facilities and similar equipment.

“Contraband” means any property that is unlawful to produce or possess.

“Litter” shall have the same meaning as used in RCW 70.93.030(6) and (11) as adopted or may be amended.

“Park or park facility” means any real property, building, structure, equipment, sign, shelter, swimming pool, vegetation, playground, or other physical property owned or controlled by the city for park purposes. Park or park facility includes all associated areas, including but not limited to parking lots for parks and pools.

“Personal property” means an item that is:

1. Reasonably recognizable as belonging to a person;
2. In its present condition has apparent utility and/or value; and
3. Is not hazardous or unsanitary.

“Right-of-way” shall have the same meaning as is stated in RMC 12.08.010.

“Solid waste” shall have the same meaning as used in RCW 70.95.030(22) as adopted or may be amended.

“Store” means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

“Stormwater drainage facility” means constructed and natural features which function together as a system to collect, convey, channel, hold, inhibit, retain, detain, infiltrate, evaporate, divert, treat, or filter stormwater. Stormwater facilities include, but are not limited to, pipes, ditches, culverts, street gutters, detention ponds, retention ponds, evaporation ponds, constructed wetlands, infiltration devices, catch basins, oil/water separators, and swales.

“Trail” means a public path constructed for the primary purpose of allowing recreational non-motorized transportation.

“Unauthorized encampment” means two or more camp facilities in an identifiable area which appear to be used for unlawful camping. For purposes of this chapter an identifiable area includes areas where the camp facilities are in sight of each other and/or areas where each camp facility is located within 300 feet of another camp facility.

8.10.030 Unlawful camping.

It is unlawful for any person to camp in the following city-owned and/or city-maintained areas, except as otherwise provided by the Richland Municipal Code or where specifically designated:

- A. Any right-of-way;
- B. Any trail, park, or park facility;

- C. Any publicly owned parking lot or publicly owned area, improved or unimproved;
- D. Any publicly owned stormwater drainage facility; or
- E. Any other city-owned or city-maintained property.

8.10.040 Storage of personal property in public places.

It is unlawful for any person to store personal property, including camp facilities and camp paraphernalia, in the following city-owned and/or city-maintained areas, except as otherwise provided by the Richland Municipal Code:

- A. Any right-of-way;
- B. Any trail, park, or park facility;
- C. Any publicly owned parking lot or publicly owned area, improved or unimproved;
- D. Any publicly owned stormwater drainage facility; or
- E. Any other city-owned or city-maintained property.

This section shall not apply to vehicles, including trailers, recreational vehicles, and campers, which are unoccupied and parked in rights-of-way, unless otherwise prohibited by law.

8.10.050 Removal of unauthorized encampments and individual camps.

Upon a determination by law enforcement or designated city personnel that an area constitutes an unauthorized encampment or that an individual is engaged in unlawful camping or storage of personal property in public places, the personal property, camping paraphernalia, camp facilities, and all other property, contraband, litter, and solid waste may be removed subject to the following provisions:

- A. If the unauthorized encampment, unlawful camping, or unlawful storage of personal property results in an immediate and significant risk of harm to any person or impedes pedestrian or vehicular traffic, then police, city staff, or contracted agent may immediately remove any personal property, camping paraphernalia, camp facilities, and all other property, contraband, litter, and solid waste, which shall be stored or disposed in the same manner as set forth in subsection (B)(2) of this section.
- B. Prior to removing property from an unauthorized encampment or unlawful camp, or removing personal property unlawfully stored on city-owned or city-maintained public property other than those specified in subsection (A) of this section, the following shall occur:
 - 1. The city shall post at least a 72-hour advanced notice, which shall include the following:
 - a. The address or location of the unauthorized encampment, unlawful camping, or unlawful storage of personal property;

b. A statement that camping or storage activity is prohibited by RMC 8.10.030, 8.10.040, and/or this section;

c. A statement that any individual continuing to use the area for unlawful camping or storage of personal property may be subject to criminal penalties pursuant to this chapter;

d. A statement that any personal property, camping paraphernalia, camp facilities, and all other property, contraband, litter, and solid waste remaining after the notice period is subject to removal and, as may be applicable, temporary storage by the city.

2. At the end of the 72-hour notice period, any personal property, camping paraphernalia, camp facilities, and all other property, contraband, litter, and solid waste may be removed by city personnel or agents thereof.

a. Any personal property that is removed shall be stored by the city for at least 60 days prior to being disposed.

b. Notice of where personal property removed from the encampment may be claimed shall be posted at the location.

c. If the name and contact information for the owner of a particular item of personal property can reasonably be identified, the city shall attempt to contact the identified owner and provide notice that the item has been removed and how to claim the item.

d. Any contraband located at the area shall be seized and properly disposed or retained as evidence of criminal activity.

e. Any litter or solid waste found at the area shall be properly disposed.

C. Any individual who receives a notice under this section, or whose property is removed from an area pursuant to this section, has a right to meet with the city manager or designee to raise any concerns, objections, or extenuating circumstances. At the conclusion of the meeting, a city representative present for the meeting shall prepare a written decision detailing the individual's concerns, as well as the city's response. Notice and procedure to set up a meeting shall be posted at or near the encampment site. If an individual requests a meeting prior to removal of property, the removal of the individual's property shall be stayed pending resolution of the meeting; provided, that removal may still occur if the personal property, camping paraphernalia, camp facilities, or other property, contraband, litter, and solid waste constitutes an immediate threat to the public health, safety, or welfare.

8.10.060 Penalty for violations.

Violation of any of the provisions of this chapter is a misdemeanor, and shall be punished upon conviction of such violation by a fine of not more than \$1,000 or by confinement not to exceed 90 days, or by both such fine and confinement. [Nothing in this chapter shall preclude enforcement of any other federal, state, or local laws, including enforcement of Chapter 9.22 RMC.](#)

8.10.070 Enforcement suspended:

~~A. Except as otherwise provided in this section, enforcement of criminal provisions of this chapter shall be suspended any time there is no space or beds available through the voucher program operated by Benton County department of human services, to the extent such available space or beds are required by law. In such circumstances, all provisions of this chapter shall continue to apply to camping, storage of personal property, including camp facilities and camp paraphernalia, and unauthorized encampments at the following:~~

~~1. The real property containing:~~

~~a. Richland City Hall (Benton County PID No. 1-11982020629019);~~

~~b. John Dam Plaza (Benton County PID No. 1-11983020625000);~~

~~c. Howard Amon Park (Benton County PID No. 1-11984012586008; 1-11981020636002);~~

~~d. Leslie Groves Park (Benton County PID No. 1-35084020923000; 1-35081020922000; 1-36081000000000);~~

~~e. Riverfront Trail (Benton County PID No. 1-11981020624001);~~

~~f. Columbia Playfields (Benton County PID No. 1-10981020600036);~~

~~g. George Prout Memorial Pool (Benton County PID No. 1-10981020600005);~~

~~h. Columbia Point Marina (Benton County PID No. 1-13983020018002);~~

~~i. Richland Public Library (Benton County PID No. 1-11982020629012);~~

~~j. Richland Police Department (Benton County PID No. 1-11981020623003);~~

~~k. Richland City Shops (Benton County PID No. 1-16984020002002);~~

~~l. 505 Swift Boulevard (Benton County PID No. 1-11981020623004);~~

~~m. 515 George Washington Way (Benton County PID No. 1-11984020557004); and~~

~~n. Richland Fire Station No. 71 (Benton County PID No. 1-11981020635006).~~

~~2. Park facilities, including but not limited to all buildings, structures, equipment, signs, shelters, swimming pools, water recreation facilities, playgrounds, bathrooms, courts or designated sports fields available for reservation, or any other fixture or improvement and the real property within 30 feet of such facilities. Unless constructed as a part of such park facility, natural vegetation shall not be considered to be a “park facility” for purposes of this section;~~

~~3. Public rights-of-way and city-owned real property marked “No Trespassing”; and~~

~~4. Publicly owned stormwater drainage facilities.~~

~~B. Enforcement of the criminal provisions of this chapter may also be temporarily suspended by law enforcement or the city manager or designee for the purpose of allowing an individual actively engaged in the process of exiting homelessness to continue working towards exiting homelessness; provided, that such suspension shall not authorize any individual to be located at any of the locations identified in subsection (A) of this section. Such suspension may only occur during the period while an individual is actively engaged in the process of exiting homelessness. Nothing in this section shall guarantee or create rights to have enforcement of this chapter waived or suspended for any individual found to be violating the terms of this chapter. This section shall not preclude enforcement of this chapter against a person actively engaged in exiting homelessness where the violation results in a significant risk of harm to any person or impedes pedestrian or vehicular traffic, or where the person violates any other federal, state, or local law. Further, nothing in this section shall preclude the city from requiring an individual to move from any location identified in subsection (A) of this section to other available public property. Failure to work toward exiting homelessness and/or failure to follow other park and city regulations will result in immediate enforcement of this chapter subject to shelter bed availability (through the voucher program) as required by law.~~

~~The city manager may adopt such rules and procedures necessary to identify individuals actively engaged in exiting homelessness and to notify the Richland police department of such individuals.~~

~~C. Nothing in this chapter shall preclude enforcement of any other federal, state, or local laws, including enforcement of Chapter 9.22 RMC.~~

8.10.080 Severability.

If any portion of this chapter, or its application to any person or circumstances, is held invalid, the validity of the chapter as a whole, or any other portion thereof, or the application of the provision to other persons or circumstances is not affected.

Section 2. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 3. 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 4. 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.

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2024.

Theresa Richardson, 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: 8/7/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 2 - Financial Sustainability

Strategic Priority 3 - Focused Development

Subject:

Resolution No. 2024-93, Adopting the Richland Energy Services 2024 Energy Resource Plan

Department/Office
Energy Services

Ordinance/Resolution Number:
2024-93

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-93, adopting the Richland Energy Services 2024 Energy Resource Plan.

Summary:

The City of Richland operates an electric utility (RES) with more than 25,000 electric customers and currently meets the legal definition of a "full requirement customer" of Bonneville Power Administration (BPA) as set out in Ch. 19.280 RCW. Previously, RES was not considered a "full requirement customer" because it had non-federal wholesale power resources. As a consequence, RES was required by state law to develop an Integrated Resource Plan (IRP) for submission to the Washington State Department of Commerce. RES's IRP was approved by City Council in September 2020 through Resolution No. 103-20.

RES no longer has non-federal wholesale power sources and now meets the definition of a "full requirement customer" of BPA. Full requirement customers are allowed to prepare and submit a simplified Resource Plan (RP) instead of the more involved Integrated Resource Plan. Electric utilities in Washington are required to submit either an IRP or an RP to the Washington State Department of Commerce every two years.

The IRP or RP provides a summary of estimated future electrical resources expected to meet the ten (10) year forecasted energy resource needs for RES customers. Wholesale power resources through BPA are the lowest cost resources in the near term and projected through 2028. The forecasted energy resource needs are recommended to be met through BPA except for small renewable energy obtained through separate Power Purchase Agreements (PPA). Lighthouse Consulting developed the proposed RP and presented it to the Utility Advisory Committee (UAC) on July 9, 2024. The UAC recommends adoption of the 2024 Resource Plan.

Staff recommends adoption of Resolution No. 2024-93.

Fiscal Impact:

Wholesale power is budgeted yearly in the Electric Utility Fund utilizing the lowest energy resource costs available. There are no additional fiscal impacts from approval of the Resource Plan.

Attachments:

1. Resolution No. 2024-93
2. 2024 Resource Plan UAC Presentation

RESOLUTION NO. 2024-93

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
ADOPTING THE RICHLAND ENERGY SERVICES 2024 ENERGY
RESOURCE PLAN.**

WHEREAS, Chapter 19.280 RCW requires an electric utility with more than 25,000 customers who is not a “full requirements customer” of Bonneville Power Administration (BPA) to develop or update an Integrated Resource Plan (IRP) every two years; and

WHEREAS, an electric utility with more than 25,000 customers that is a “full requirements customer” of BPA is allowed to develop or update an Energy Resource Plan (RP) every two years; and

WHEREAS, the RP or IRP must be provided to the Washington State Department of Commerce with a summary of estimated future electrical resources to meet ten-year forecasted energy resource needs; and

WHEREAS, the City’s electric utility surpassed the 25,000 customer count threshold established by Ch. 19.280 RCW in January 2020, had non-federal power purchases, and provided the Department of Commerce with a Council-approved IRP by September 2020; and

WHEREAS, the City’s electric utility no longer has non-federal power resources purchased for 2024 other than renewable resources, and for this reason meets the legal definition of a BPA “full requirements customer” under RCW 19.280.020; and

WHEREAS, the City is now authorized to develop and submit a simplified RP instead of an IRP; and

WHEREAS, at its July 9, 2024 meeting, the Utility Advisory Committee favorably recommended approval of the 2024 RP developed by Lighthouse Consulting.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the Richland Energy Services 2024 Energy Resource Plan is hereby approved.

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

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 7th day of August, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Adopted 08/07/2024

Resolution No. 2024-93

CITY OF RICHLAND

2024 Resource Plan

LIGHTHOUSE ENERGY CONSULTING

Ted Light
July 8, 2024



LIGHTHOUSE ENERGY CONSULTING



Ted Light, Principal

- Established Lighthouse Energy Consulting in 2020
- Over a dozen years of energy planning experience
- Lead analyst & project manager for RES's 2019-23 CPAs as well as 2021 DRPA and CETA Compliance Work
- Formerly with EES Consulting, Energy Trust of Oregon
- Member of NW Power Council's Conservation and Demand Response Advisory Committees

WHY ARE WE DOING THIS?

[RCW 19.280.030](#)

(1) Utilities with more than 25,000 customers that are not full requirements customers must develop or update an integrated resource plan...

...

(5) All other utilities may elect to develop a full integrated resource plan as set forth in subsection (1) of this section or, at a minimum, shall develop a resource plan that...

[RCW 19.280.020](#)

(7) "Full requirements customer" means an electric utility that relies on the Bonneville power administration for all power needed to supply its total load requirement other than that served by nondispatchable generating resources totaling no more than six megawatts or renewable resources.

>>> The City of Richland now meets the definition of a “full requirements customer” and is only required to complete the more streamlined resource plan.

RESOURCE PLAN FORM

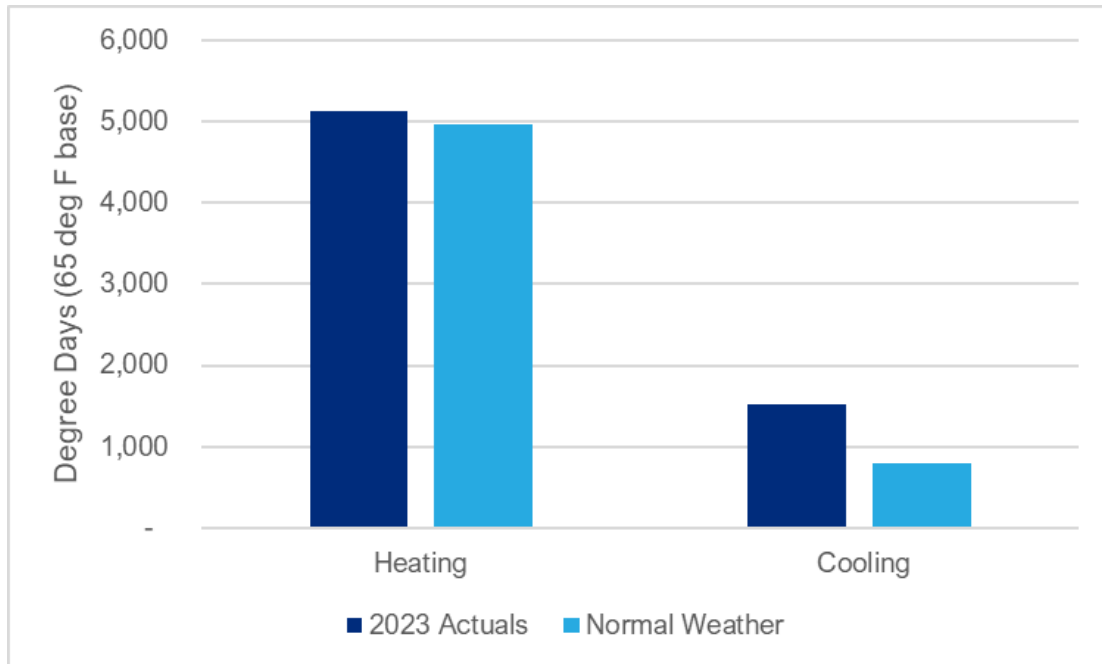
Washington State Utility Resource Plan Year 2024				
Estimate Interval	Base Year	5-year Forecast	10-year Forecast	
Estimate Period	2023	2028	2033	
Season	Annual	Annual	Annual	
Units	aMW	aMW	aMW	
Loads	104.49	116.03	121.38	
Exports				
Resources:				
Energy Conservation Measures		3.09	11.20	
BTM Solar				
Demand Response				
BPA Tier 1 or Base	99.74	98.25	96.79	
BPA Tier 2		14.11	12.81	
Cogeneration				
Hydro				
Wind				
Utility-scale Solar	0.66	0.58	0.58	

Identifies loads and resources for a base year as well as five- and ten-year forecasts

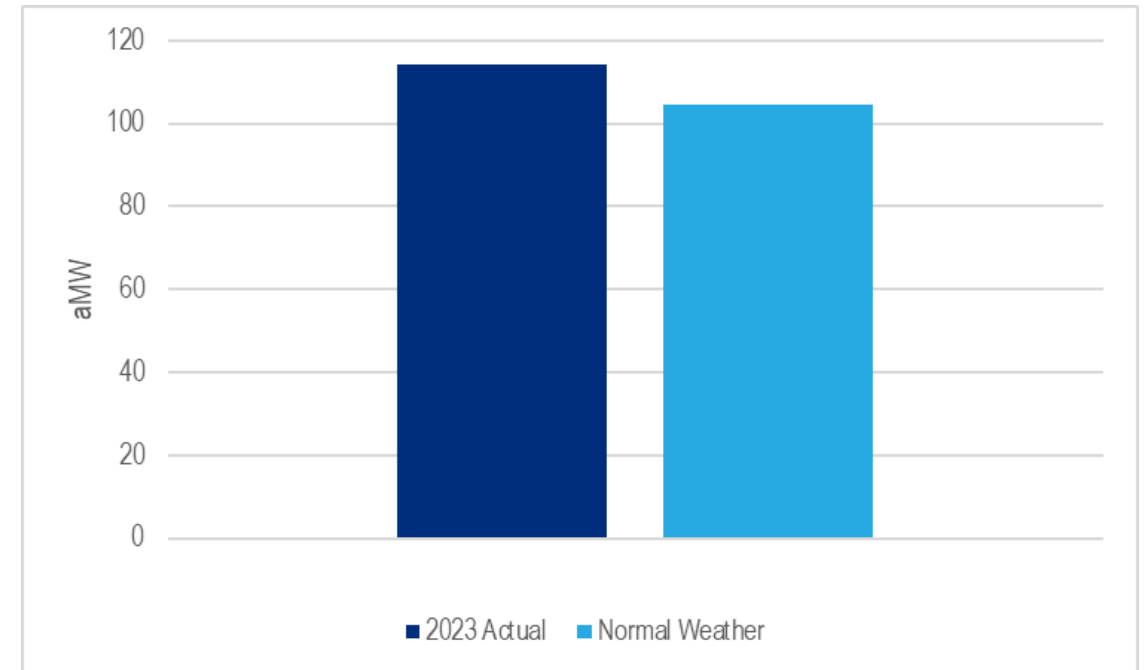
Department of Commerce recommends that the base year is weather normalized

Conservation is treated as a resource in the 5- and 10-year forecasts

WEATHER-NORMALIZED BASE YEAR LOAD

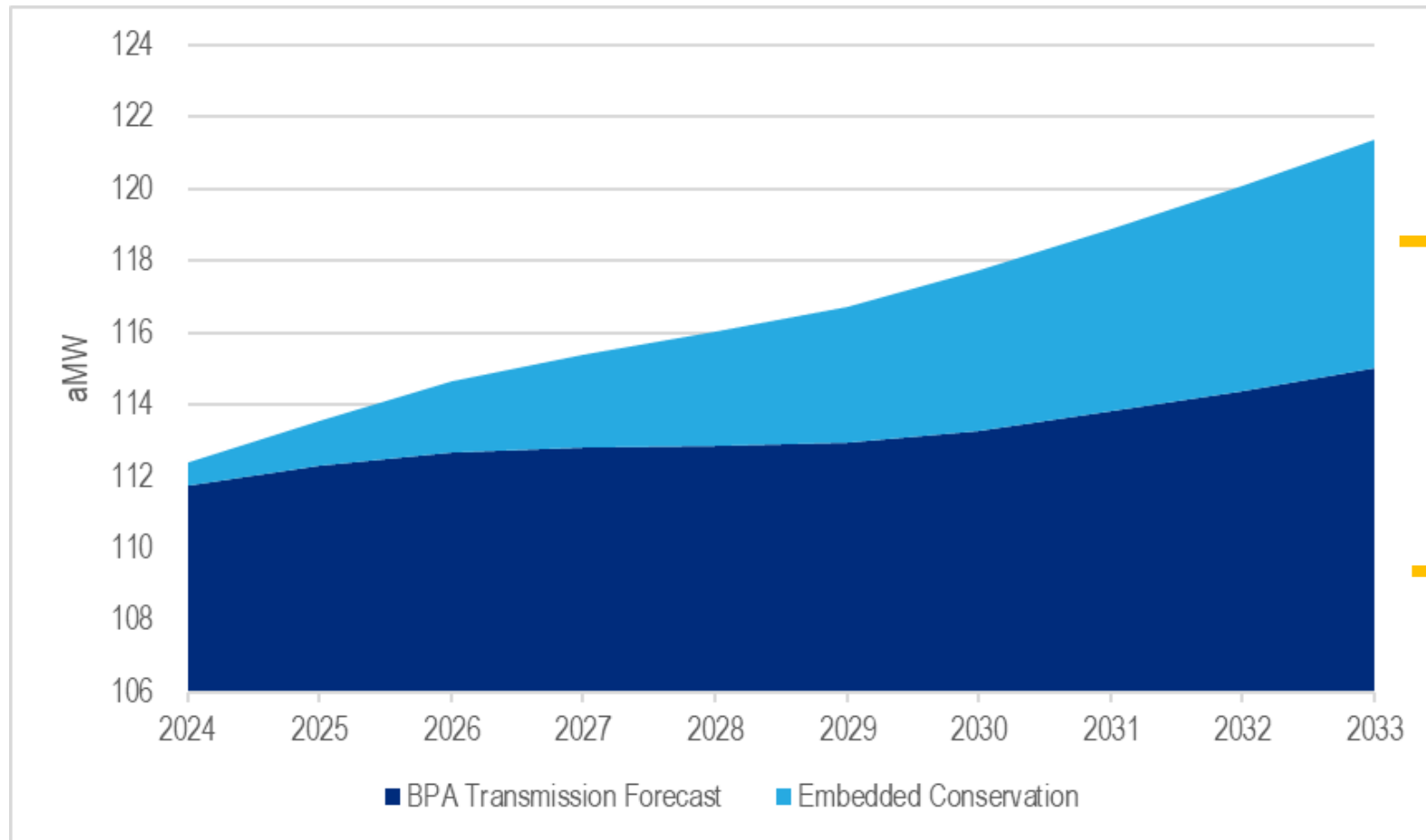


2023 was slightly colder with nearly double the cooling demand, relative to the Regional Technical Forum's estimate of "normal weather."



**As a result, actual loads were higher:
114 aMW vs. 104 aMW.**

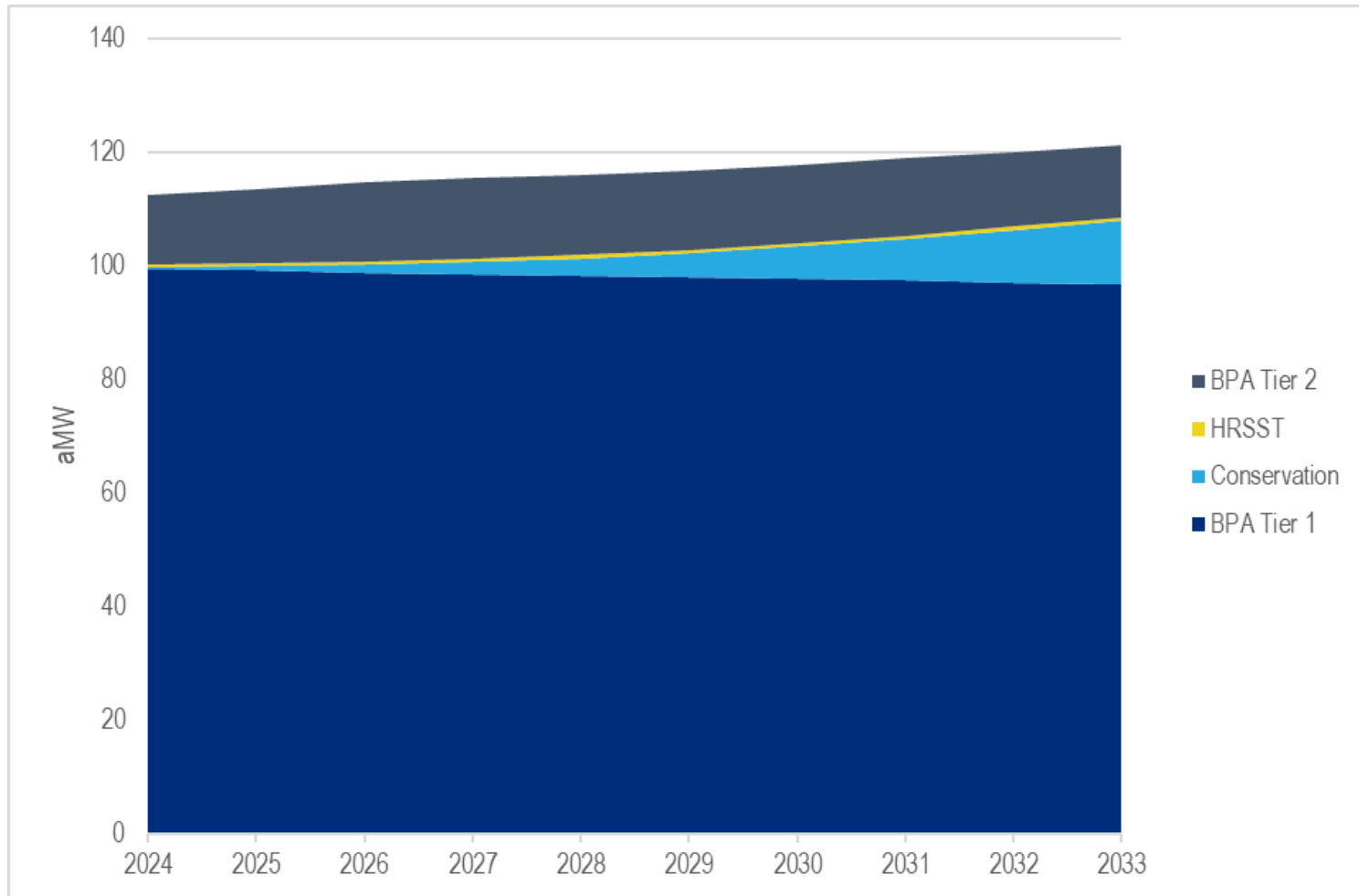
LOAD FORECAST



Adding back embedded conservation since it is subsequently counted as a resource

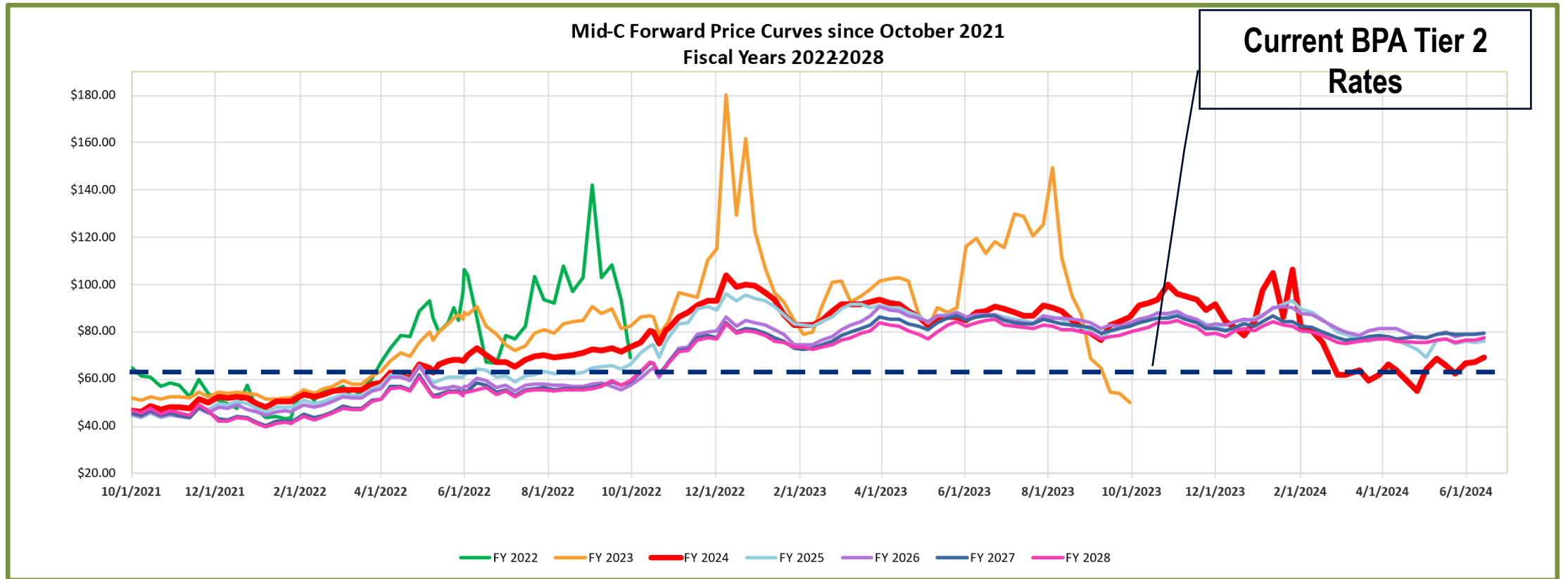
Using forecast developed for BPA Transmission planning

RESOURCE STRATEGY



- Rely on BPA Tier 1, Conservation, and HRSST to meet most of load
- Utilize BPA Tier 2 to meet remainder

WHY BPA TIER 2?



OVERALL RESOURCE PLAN

Washington State Utility Resource Plan Year 2024				
Estimate Interval	Base Year	5-year Forecast	10-year Forecast	
Estimate Period	2023	2028	2033	
Season	Annual	Annual	Annual	
Units	aMW	aMW	aMW	
Loads	104.49	116.03	121.38	
Exports				
<i>Resources:</i>				
Energy Conservation Measures		3.09	11.20	
BTM Solar				
Demand Response				
BPA Tier 1 or Base	99.74	98.25	96.79	
BPA Tier 2		14.11	12.81	
Cogeneration				
Hydro				
Wind				
Utility-scale Solar	0.66	0.58	0.58	
Market Purchases	4.09			



Thank you!



Ted Light



ted@lighthouseenergynw.com



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/7/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Strategic Priority 4 - Quality of Life

Subject:

Resolution No. 2024-95, Authorizing Weatherwise Contractor Agreements with Gale Contractor Services and Young's Heating and Cooling, LLC for Weatherwise Program Participation

Department/Office
Energy Services

Ordinance/Resolution Number:
2024-95

Document Type:
Resolution

Recommended Motion:

Adopt Resolution 2024-95, authorizing the City Manager to sign and execute agreements with Gale Contractor Services and Young's Heating and Cooling, LLC for participation in the City's Weatherwise Program.

Summary:

City-authorized contractors install energy efficiency improvements for Richland electric utility customers as part of the Energy Services Department's Weatherwise Program. Typical improvements include heat pumps, windows, doors, and building insulation.

Contractors go through a uniform process to qualify as a Weatherwise Program Authorized Contractor. This process includes: 1) satisfactorily completing an application; 2) meeting the licensing, insurance, and bonding requirements; and 3) fee payment, contract execution and program orientation compliance. The one-time fee is intended to cover program administrative costs. Approved contractors must continue to meet program requirements to remain on the program list.

The Weatherwise Program Authorized Contractor List is on the City's website and is provided to customers inquiring about energy efficiency measures. Staff makes no recommendations to customers about one contractor compared to another.

Gale Contractor Services and Young's Heating and Cooling, LLC have met all application requirements to qualify for listing on the City's Weatherwise Program Authorized Contractor List. The final step is execution of the City's standard Weatherwise Contractor agreement.

Staff recommends adoption of Resolution No. 2024-95.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2024-95
2. Draft Weatherwise Agreement - Gale Contractor Services
3. Draft Weatherwise Agreement - Young's Heating and Cooling, LLC

RESOLUTION NO. 2024-95

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING WEATHERWISE CONTRACTOR AGREEMENTS
WITH GALE CONTRACTOR SERVICES AND YOUNG'S HEATING
AND COOLING, LLC FOR WEATHERWISE PROGRAM
PARTICIPATION.**

WHEREAS, the City of Richland operates an electric utility providing customers reliable service at the lowest reasonable cost through wholesale power purchases, efficient operations and energy efficiency; and

WHEREAS, the City authorizes contractors to install energy conservation improvements for Richland electric customers under the energy efficiency Weatherwise Program; and

WHEREAS, the City specifies program procedures, minimum bonding and insurance requirements, electric heat and conservation improvement requirements, delisting procedures, and other program and regulatory requirements; and

WHEREAS, upon meeting all contractual requirements, and on the condition that licensing and bonding be maintained at all times during participation in the program, Gale Contractor Services and Young's Heating and Cooling, LLC will be added as authorized contractors for the City's Weatherwise Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Weatherwise Contractor Agreements with Gale Contractor Services and Young's Heating and Cooling, LLC for participation in the City's Weatherwise Program.

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

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 7th day of August, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



CITY-AUTHORIZED CONTRACTOR AGREEMENT

THIS AGREEMENT, made this day, _____, between the **City of Richland**, a municipal corporation and city of the first class located in Benton County, Washington, hereinafter referred to as the "City," and **Gale Contractor Services**, hereinafter referred to as "Contractor."

W-I-T-N-E-S-S-E-T-H:

I. Recitals

WHEREAS, the Community directly benefits from promoting energy efficiency within the City's utility service area; and

WHEREAS, effective October 1, 1994, the City entered into the Conservation Resource Acquisition Agreement with the Bonneville Power Administration (BPA) in order to acquire cost-effective conservation resources; and

WHEREAS, the Conservation Resource Acquisition Agreement was superseded by an Energy Conservation Agreement between the City and BPA, effective September 7, 2017, an agreement providing the current legal conditions by which the parties are pursuing cost-effective conservation resources; and

WHEREAS, upon contracting with BPA, the City's Residential Weatherwise Agreement became an extension of the master Conservation Resource Acquisition Agreement and its successor Energy Conservation Agreement; and

WHEREAS, the Energy Conservation Agreement provides the City with the flexibility to determine the conservation program activities and incentive levels necessary to achieve conservation objectives; and

WHEREAS, conservation objectives are achieved through a three-party contracting effort between the City, a City-Authorized Contractor tasked with performing energy-efficient improvements, and the benefiting property owner;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and the terms and conditions hereof, the parties agree as follows:

II. Agreement

1. Scope of Work - Contractor agrees to furnish all labor, materials, bonding, insurance, supervision and equipment required to install energy conservation measures

available through the City's Weatherwise Service. All understandings related to this scope of work shall be in writing. No verbal agreements between the benefiting property Owner ("Owner"), Contractor, and the City will supersede this Agreement.

2. Duration and Termination - The term of this Agreement shall be for one year from the above date, and shall automatically renew on the annual anniversary date each successive year. Either party may terminate this agreement without cause at any time upon thirty (30) days' written notice to the other party.
 - a. Contractor's failure to respond to any requests made by the City related to insurance requirements or bonding information shall result in immediate termination of this Agreement.
 - b. Contractor is obligated to satisfactorily and timely complete all projects that are in progress as of the date of termination of this Agreement.
3. Procedure - The City and Contractor share the responsibility to market and promote the City's Weatherwise Service.
 - a. The City shall market the Weatherwise Service, including City-Authorized Contractors, through utility billing inserts, radio and print advertising, and other appropriate media. In response to a request for a proposal that resulted from the City's marketing efforts, the Contractor shall promote the benefits of energy efficiency and participation in the City's Weatherwise Service to the Owner. The Contractor may also use its own client lists and sales leads to solicit participation in the Weatherwise Service.
 - b. The Contractor may market the Weatherwise Service and their status as a City-Authorized Contractor. All Contractor marketing and advertising that has any reference to the City's Weatherwise Service or their status as a City-Authorized Contractor shall be submitted to the Energy Services Director (ESD) or designee for advance written approval.
 - c. The Contractor's performance goal shall be to consistently obtain a sales amount equal to, or in excess of, the average Contractor Weatherwise Service sales amount. Achievement of the performance goal will be periodically monitored to determine, in the Energy Service Director's reasonable judgment, if the Contractor has achieved the performance goal. The Contractor shall be required to submit a marketing plan to achieve this goal at the time of execution of this Agreement. The marketing plan shall be subject to City review and acceptance.
 - d. No work will be authorized without the Owner's completion of the City's Weatherwise application, and the Contractor's completion of the City's proposal form. The Contractor and Owner share the responsibility to determine whether the building meets the City's Eligibility Criteria, and to indicate such on the Weatherwise proposal. The Contractor is responsible for identifying and informing the City and the Owner of all required actions that do not qualify for

payment under the Weatherwise Service. The Contractor shall only propose materials and equipment that are pre-approved by the City. Contractor shall not receive any payment under this Agreement until City approves final inspection and acceptance of the work performed.

4. Eligibility Criteria - In order to qualify, a home must have electric heating equipment that meets one of the City's Eligibility Criteria defined in the City's loan application. Further, Owners of residences must receive electric utility service from the City.
5. Energy Conservation Measure Availability - Homes must meet the City's energy conservation measure availability defined in the City's Weatherwise Loan Service Standard Terms and Conditions. The Contractor agrees to restrict its weatherization materials, products, and installation methods to those currently approved by the City.
6. Commencement - Once a signed Owner's Application and City proposal form are received, the City will schedule loan closing with the Owner. The City reserves the right to reject any proposal to perform work under this Agreement at the sole discretion of the City.
 - a. All changes that result in an increase in the bid price or increased scope of work after Notice to Proceed is issued must be approved in writing by the City and the Owner. Reductions in the scope of work and cost may be made, and the Weatherwise Statement may be revised, upon City installation acceptance without requiring a revision to the Loan Agreement.
 - b. Contractor shall not commence work on an Owner's residence until an authorized City representative has issued the Notice to Proceed based on the Owner's acceptance of the City's Application, Contractor's Proposal and City Loan Agreement. No new work may be issued to the Contractor by the City until all jobs which have been in progress for more than one-hundred and twenty (120) days have passed all required inspections. The Contractor's failure to complete all work and obtain City inspection and acceptance within one-hundred and twenty (120) days from the date of the City's Notice to Proceed enables the City and/or Owner to cancel the Loan Agreement without incurring Contractor cancellation costs.
 - c. The City may cancel the Loan Agreement for just cause and shall not be responsible for any Owner or Contractor damages.
 - d. Prior to the commencement of work, the Owner may request to cancel the Loan Agreement. Such request to cancel shall be submitted to the City in writing. If the Loan Agreement is canceled by the Owner after the City has given notice to proceed to the Contractor, the Owner is responsible to pay any cancellation costs to the Contractor identified in the proposal.

7. Warranty - Contractor warrants that the work and materials furnished under this Agreement shall comply with accepted industry standards and the requirements established by the City. These requirements are included in this Agreement by reference. The City may revise its requirements at any time based on one or more health or safety concerns. All other City requirements may be revised semi-annually.
- a. If any defect in the Contractor's workmanship or materials is discovered within two (2) years after the completion of any work, the Contractor shall expeditiously remedy, repair, correct, replace or cause to be remedied, repaired, or replaced at the Contractor's expense such defect in materials or workmanship.
 - b. Sealed insulated glass units and heat pumps shall be warranted against failure for a minimum period of five (5) years. Insulation shall be warranted against failure for a minimum of two (2) years. The Contractor shall provide to the City and the Owner a written warranty for the sealed insulated glass units, heat pumps, and insulation.
 - c. The foregoing warranties shall survive any inspection the City may elect to make.
8. Acceptance and Payment - Upon completion of the work, the Contractor will notify the City that the job is complete, and upon inspection approval by the City and acceptance by the Owner, Contractor may then invoice the City for the amount stated in the Notice to Proceed. The Contractor will be paid within thirty (30) days subsequent to City acceptance of the work and after an acceptable detailed invoice has been received by the City. The Contractor shall promptly pay all subcontractors or materials providers employed by the Contractor in connection with installations undertaken pursuant to this Agreement.
- a. All material and workmanship shall be subject to inspection, examination and testing by duly authorized agents of the City at any time during or after installation of materials. Such inspection will verify the home meets the relevant Eligibility Criteria, and that the energy conservation measures are available and meet all City material and installation requirements. The Owner and Contractor must be present at the time of inspection.
 - b. The City shall have the right to reject defective material and workmanship and/or require its correction without cost or expense to the City or the Owner. Contractor shall be given timely notice of the defect and a reasonable opportunity to cure. In the event the Contractor fails or refuses to correct any defect as set forth herein, the City may, at its option, deduct an equitable amount from any payment owing or to be owed to the Contractor, or take such other steps as it deems appropriate.
 - c. The City reserves the right to levy penalty charges for re-inspection due to work or materials failing previous inspection. Charges will be billed to the Contractor on a monthly basis. The City reserves the right to collect re-inspection penalty charges which are outstanding and past due by deducting the amount owing for

re-inspection from subsequent payments owed to the Contractor for completed work.

- d. If the Contractor's work fails to pass on the third inspection, the City may, in consultation with the Owner, determine to correct the work and deduct the cost from the amount due the Contractor.
 - e. The Owner may submit a written complaint within five (5) business days of City inspection acceptance. If an Owner complaint is not received in writing within five business days of City inspection acceptance, the materials and their installation have been accepted by the Owner. If in the opinion of the Energy Services Director a reasonable written complaint is received within this period the City may withhold payment to the Contractor. The Contractor must resolve reasonable Owner written complaints within five business days of receipt. If the Owner and Contractor cannot resolve the complaint within ten business days of City inspection acceptance, the Contractor agrees to relieve the City from all responsibilities including payment under this Agreement.
9. Indemnification/Hold Harmless - The Contractor 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.
10. Waiver of Liens - Contractor understands that the City does not wish construction liens or materialmen's liens to be placed upon the property of participating Owners as a result of any services or materials provided by Contractor pursuant to the City's Weatherwise Service. Therefore, Contractor hereby waives any common law or statutory right it may have to any construction, materialmen, or other lien against such property, and agrees that it will not file, nor by failure to pay any materialmen or subcontractor, cause any other person to file a construction, materialmen, or other lien against the real property owned by participating Owners.
- a. If Contractor does file, or permits to be filed, or by its failure to pay lawful obligations causes to be filed any such lien in contravention of this Agreement, without City approval, the City, without prejudice to any other rights it may have,

may take such action it deems necessary or advisable so as to remove any such lien, and Contractor shall reimburse the City for all expenses, including attorney's fees, incurred by the City in resolving the issue of the lien and obtaining or attempting to release the lien.

- b. Advance City permission to file such liens may be obtained on a case-by-case basis under certain conditions. A contractor's request to file such liens shall be made in writing to the Energy Services Director. The request shall identify a justifiable reason for the lien.

11. Liability Insurance -

- a. *Duty to Obtain*: The Contractor 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 the Contractor, their agents, representatives, employees or subcontractors.
- b. *No Limitation*: Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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*: Contractor shall obtain insurance of the types described below:
 - i. 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, contractors' pollution liability, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - d. *Minimum Amounts of Insurance*: Contractor shall maintain the following insurance limits:
 - i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
 - e. *Other Insurance Provision*: The Contractor'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 insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
 - f. *Acceptability of Insurers*: Companies writing the insurance to be obtained under this Agreement shall be licensed to do business under Chapter 48 RCW. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII, and the ratings shall be indicated on the insurance certificates.
 - g. *Verification of Coverage*: Prior to commencement of work, Contractor 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 Contractor.
 - h. *Subcontractors*: The Contractor shall be solely responsible for determining the insurance coverage and limits required, if any, to be obtained by all subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
12. Bonding - In accordance with the Revised Code of Washington (RCW) 39.08 and (where applicable) RCW 60.28, Contractor shall provide the City with a payment bond and a performance bond covering all work performed under this Agreement, in an amount of not less than \$25,000. Each bond shall be executed on the forms provided by the City and must be issued by a company registered to do business in the State of Washington.
13. Certifications and Permits - The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules and regulations, and certification requirements, and shall procure and pay for all necessary municipal or other governmental permits, licenses and inspections.

- a. Heat Pump contractors shall employ a minimum of one Refrigeration Service Engineer's Society (R.S.E.S.) certified employee to maintain its status as a City-Authorized Heat Pump Contractor.
 - b. All Contractors shall request an in-progress inspection from the Energy Services Business Services Division for construction work that may become concealed (e.g., closed-blows and advanced air-sealing).
 - c. Copies of all required permits and certifications, including, but not limited to a City building permit, State electrical permit, Air Pollution Control Authority asbestos abatement permit, and insulation certification shall be attached to the invoice for each completed job.
 - d. In the event the Energy Services Business Services Division inspector does not complete both inspections on behalf of the City, the Contractor will be required to request an inspection from both the City's Building Inspection Division and Business Services Division for all work performed under this Agreement.
14. Subcontractors - The Contractor is solely responsible for identifying and hiring a competent subcontractor to perform subcontracted work. Contractor shall be fully responsible to the City and Owner for acts or omissions of any subcontractor performing any portion of the work under this Agreement, or any person directly or indirectly employed by the Contractor, and nothing contained herein shall create any contractual relationship between subcontractors and the City. Contractor is responsible for ensuring all subcontractors' compliance with the terms of this Agreement, and for immediately addressing issues raised by the City regarding subcontractor performance.
15. Kickbacks - Kickbacks, rebates, price reductions or inducements for participation or non-participation or other non-service benefits from the Contractor to an Owner are strictly prohibited, and such acts may be subject to prosecution or civil action under federal law. Bid rigging or bid collusion may subject the parties to triple damages under federal law in addition to any other penalties prescribed by law.
16. Clean-up - Contractor shall at all times keep Owner's premises and work areas free from accumulation of waste materials or rubbish, and prior to completion of work, remove any rubbish from the premises, including but not limited to tools, scaffolding, equipment, and materials. Upon completion of work, Contractor shall leave the premises in a condition satisfactory to the City and the Owner. In the event the Contractor fails to comply with any of the foregoing in a prompt and workmanlike manner after reasonable notice, the City may, after such notice, perform the clean-up work and removal at the expense of the Contractor. Expenses associated with the City's clean-up and removal of waste and/or materials on the Contractor's behalf shall be deducted from any balance owing to Contractor for completed work before final payment is made.

17. Independent Contractor - Contractor is an independent contractor. This is no partnership, agency, or employment of contractor relationship between Contractor or any of the Contractor's employees and the City. The parties expressly understand and agree that the equipment used, and the personnel employed by Contractor in performing the work contemplated by this Agreement shall at all times be under the sole and exclusive control of the Contractor. The Contractor shall not create any obligation or assume any responsibility for the City, nor shall the Contractor attempt to bind the City in any way whatsoever; nor shall Contractor represent in any manner that he or she is an agent of the City or associated or affiliated with the City in any capacity other than as an independent contractor. The parties' express intent is that no vicarious liability be created by the contractual relationship between Contractor and the City.
18. Assignment - Contractor shall not assign or transfer any right, title or interest under the terms of this Agreement without the prior written approval of the City.
19. Survival - The provisions covering Warranty, Waiver of Liens and Indemnification shall survive termination, cancellation, or expiration of this Agreement.
20. City-Authorized Contractor List - The City Authorized Contractor List will be posted on the City's website at www.ci.richland.wa.us/EnergyServices as an alphabetized list of authorized contractors.
21. Violations – The following procedure shall be followed for all perceived violations of this Agreement:
 - a. If the City has reason to believe that Contractor is in violation of this Agreement, the Energy Services Director shall promptly notify Contractor in writing of the violation. The written notice shall set forth the nature of the alleged violation and identify the desired remedy.
 - b. Contractor shall respond in writing within thirty (30) days of receipt of such notice. Contractor's response shall either be: 1) an indication and explanation that the violation has been cured, along with any supporting documentation to evidence the cure; or 2) a written cure plan that satisfies the Energy Services Director; or 3) an explanation that refutes the alleged violation with documentation to support Contractor's position that the alleged violation did not occur.
 - c. If, after review, the Energy Services Director agrees that no violation occurred, no further action is necessary. However, if, after review, the Energy Services Director determines in his reasonable judgment that the violation has not been cured within the time allowed, and no satisfactory cure plan has been presented and approved, Contractor may be removed from the City-Authorized Contractor list, and City may take any action authorized by law or equity to enforce the terms of this Agreement.

- d. If the nature of the violation is such that it cannot be fully cured within thirty (30) days due to circumstances beyond Contractor's control, the period of time in which Contractor must cure the violation may be extended in writing by the Energy Services Director for such additional time as is reasonably necessary to complete the cure, provided that: 1) Contractor shall have promptly commenced the cure; and 2) in the Energy Services Director's reasonable judgment, Contractor is diligently pursuing its efforts to cure the violation. If, in the Energy Services Director's reasonable judgment, the violation has not been cured within the extended time allowed, Contractor may be removed from the City-Authorized Contractor list, and City may take any action authorized by law or equity to enforce the terms of this Agreement.
 - e. In the event a Contractor's name is removed from the City-Authorized Contractor list, Contractor may request to be reinstated on the list by curing violation(s) of this Agreement or providing a cure plan that satisfies the Energy Services Director.
 - f. The Energy Services Director may authorize a Contractor who has been voluntarily or involuntarily removed from the City-Authorized Contractor list to complete work under the Weatherwise Service. Such authorization would permit the Contractor to serve owners, but the Contractor would not enjoy the benefits of being listed as a City-Authorized Contractor.
22. Amendments - All amendments to this Agreement, except as identified herein, shall be in writing and signed by both parties. The Weatherwise Material & Installation Specifications, the Eligibility Criteria definitions, and the definitions of Energy Conservation Measure Availability are incorporated by reference into this Agreement and may be periodically amended by the City in its sole discretion. When written changes to referenced documents are issued by an authorized City representative, the amendments shall automatically become effective and incorporated into this Agreement.
23. Asbestos Notice to Contractors - Notice is hereby given that there is a strong possibility that many heating, ventilation, and air conditioning systems and prefabricated, pre-cut, government-built and other buildings located within the City of Richland contain asbestos. Contractors are solely responsible for taking proper precautions to protect their employees, the benefiting property Owners, and their tenants from the release of asbestos fibers into the environment. Contractor shall immediately notify the City if any area of a structure has had any asbestos removed by other than an EPA-approved procedure documented in writing by an EPA-certified contractor. Any structure that is known or suspected to have had asbestos removed shall be considered as contaminated until decontamination has been performed and certified, and all written documentation has been accepted by the City. Decontamination and all other types of asbestos abatement are costs borne by the Owner. The Contractor is responsible for determining and documenting on the City's proposal form whether the scope of work will affect or disturb asbestos.

24. Covenant Not to Compete/Conflict of Interest - For a period of two (2) years following the completion of City service by a City employee, the City shall not transact business or interface with any former City employee who has been directly concerned or who personally participated in the activities which form the subject of this Agreement while they were employed by the City of Richland. The City shall have the right to request replacement of the former City employee by another company employee who does not have this conflict of interest. The City retains the right to terminate this Agreement should the Contractor not comply with the request.
25. Americans with Disabilities Act - The City of Richland adheres to and promotes the requirements of the federally legislated Americans with Disabilities Act of 1990. By signing this Agreement, the Contractor certifies and agrees that they will adhere to and promote the requirements of the Americans with Disabilities Act. The Contractor will assure that a similar statement to this certification will become a part of all agreements with any subcontractor with whom they contract.
26. Notices - All notices required to be given to Contractor or City under this Agreement shall be in writing and shall be deemed served when delivered by hand or by Federal Express or similar service during normal business hours; or when mailed via certified mail, return receipt requested. The parties may, upon mutual agreement, determine to accept notice via email.

Notices shall be given to the following:

For the City of Richland

For the Contractor:

Energy Services Director

Owner's Name: Tru Team

City of Richland

Company Name: Gale Contractor Services

625 Swift Blvd., MS-23

Mailing Address: 333 W. Canal Drive, Suite #2

Richland, WA 99352

City, State Zip Kennewick, WA 99336

(509) 942-7403

Business Phone: 509-210-0820

Business Fax: _____

Contact Email: Jacob.Cmelik@truteam.com

27. Severability - If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.
28. Governing Law/Forum Selection - Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate

venue for filing of any civil action arising out of this Agreement. Contractor expressly agrees to submit to personal jurisdiction in Benton County Superior Court.

29. Legal Action - The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action.

IN WITNESS WHEREOF, the Contractor has obtained all certificates, bonds, licenses, certifications and insurance in compliance with this Agreement, and the parties have entered into the City-Authorized Contractor Agreement as of the day and year written below.

CITY OF RICHLAND, WASHINGTON

GALE CONTRACTOR SERVICES

Company Name

Jon Amundson
City Manager

Date

Authorized Representative

Date

Printed Name

ATTEST:

Jennifer Rogers
City Clerk

APPROVED AS TO FORM:

Heather Kintzley
City Attorney



CITY-AUTHORIZED CONTRACTOR AGREEMENT

THIS AGREEMENT, made this day, _____, between the **City of Richland**, a municipal corporation and city of the first class located in Benton County, Washington, hereinafter referred to as the "City," and Young's Heating & Cooling, hereinafter referred to as "Contractor."

W-I-T-N-E-S-S-E-T-H:

I. Recitals

WHEREAS, the Community directly benefits from promoting energy efficiency within the City's utility service area; and

WHEREAS, effective October 1, 1994, the City entered into the Conservation Resource Acquisition Agreement with the Bonneville Power Administration (BPA) in order to acquire cost-effective conservation resources; and

WHEREAS, the Conservation Resource Acquisition Agreement was superseded by an Energy Conservation Agreement between the City and BPA, effective September 7, 2017, an agreement providing the current legal conditions by which the parties are pursuing cost-effective conservation resources; and

WHEREAS, upon contracting with BPA, the City's Residential Weatherwise Agreement became an extension of the master Conservation Resource Acquisition Agreement and its successor Energy Conservation Agreement; and

WHEREAS, the Energy Conservation Agreement provides the City with the flexibility to determine the conservation program activities and incentive levels necessary to achieve conservation objectives; and

WHEREAS, conservation objectives are achieved through a three-party contracting effort between the City, a City-Authorized Contractor tasked with performing energy-efficient improvements, and the benefiting property owner;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and the terms and conditions hereof, the parties agree as follows:

II. Agreement

1. Scope of Work - Contractor agrees to furnish all labor, materials, bonding, insurance, supervision and equipment required to install energy conservation measures

available through the City's Weatherwise Service. All understandings related to this scope of work shall be in writing. No verbal agreements between the benefiting property Owner ("Owner"), Contractor, and the City will supersede this Agreement.

2. Duration and Termination - The term of this Agreement shall be for one year from the above date, and shall automatically renew on the annual anniversary date each successive year. Either party may terminate this agreement without cause at any time upon thirty (30) days' written notice to the other party.
 - a. Contractor's failure to respond to any requests made by the City related to insurance requirements or bonding information shall result in immediate termination of this Agreement.
 - b. Contractor is obligated to satisfactorily and timely complete all projects that are in progress as of the date of termination of this Agreement.
3. Procedure - The City and Contractor share the responsibility to market and promote the City's Weatherwise Service.
 - a. The City shall market the Weatherwise Service, including City-Authorized Contractors, through utility billing inserts, radio and print advertising, and other appropriate media. In response to a request for a proposal that resulted from the City's marketing efforts, the Contractor shall promote the benefits of energy efficiency and participation in the City's Weatherwise Service to the Owner. The Contractor may also use its own client lists and sales leads to solicit participation in the Weatherwise Service.
 - b. The Contractor may market the Weatherwise Service and their status as a City-Authorized Contractor. All Contractor marketing and advertising that has any reference to the City's Weatherwise Service or their status as a City-Authorized Contractor shall be submitted to the Energy Services Director (ESD) or designee for advance written approval.
 - c. The Contractor's performance goal shall be to consistently obtain a sales amount equal to, or in excess of, the average Contractor Weatherwise Service sales amount. Achievement of the performance goal will be periodically monitored to determine, in the Energy Service Director's reasonable judgment, if the Contractor has achieved the performance goal. The Contractor shall be required to submit a marketing plan to achieve this goal at the time of execution of this Agreement. The marketing plan shall be subject to City review and acceptance.
 - d. No work will be authorized without the Owner's completion of the City's Weatherwise application, and the Contractor's completion of the City's proposal form. The Contractor and Owner share the responsibility to determine whether the building meets the City's Eligibility Criteria, and to indicate such on the Weatherwise proposal. The Contractor is responsible for identifying and informing the City and the Owner of all required actions that do not qualify for

payment under the Weatherwise Service. The Contractor shall only propose materials and equipment that are pre-approved by the City. Contractor shall not receive any payment under this Agreement until City approves final inspection and acceptance of the work performed.

4. Eligibility Criteria - In order to qualify, a home must have electric heating equipment that meets one of the City's Eligibility Criteria defined in the City's loan application. Further, Owners of residences must receive electric utility service from the City.
5. Energy Conservation Measure Availability - Homes must meet the City's energy conservation measure availability defined in the City's Weatherwise Loan Service Standard Terms and Conditions. The Contractor agrees to restrict its weatherization materials, products, and installation methods to those currently approved by the City.
6. Commencement - Once a signed Owner's Application and City proposal form are received, the City will schedule loan closing with the Owner. The City reserves the right to reject any proposal to perform work under this Agreement at the sole discretion of the City.
 - a. All changes that result in an increase in the bid price or increased scope of work after Notice to Proceed is issued must be approved in writing by the City and the Owner. Reductions in the scope of work and cost may be made, and the Weatherwise Statement may be revised, upon City installation acceptance without requiring a revision to the Loan Agreement.
 - b. Contractor shall not commence work on an Owner's residence until an authorized City representative has issued the Notice to Proceed based on the Owner's acceptance of the City's Application, Contractor's Proposal and City Loan Agreement. No new work may be issued to the Contractor by the City until all jobs which have been in progress for more than one-hundred and twenty (120) days have passed all required inspections. The Contractor's failure to complete all work and obtain City inspection and acceptance within one-hundred and twenty (120) days from the date of the City's Notice to Proceed enables the City and/or Owner to cancel the Loan Agreement without incurring Contractor cancellation costs.
 - c. The City may cancel the Loan Agreement for just cause and shall not be responsible for any Owner or Contractor damages.
 - d. Prior to the commencement of work, the Owner may request to cancel the Loan Agreement. Such request to cancel shall be submitted to the City in writing. If the Loan Agreement is canceled by the Owner after the City has given notice to proceed to the Contractor, the Owner is responsible to pay any cancellation costs to the Contractor identified in the proposal.

7. Warranty - Contractor warrants that the work and materials furnished under this Agreement shall comply with accepted industry standards and the requirements established by the City. These requirements are included in this Agreement by reference. The City may revise its requirements at any time based on one or more health or safety concerns. All other City requirements may be revised semi-annually.
- a. If any defect in the Contractor's workmanship or materials is discovered within two (2) years after the completion of any work, the Contractor shall expeditiously remedy, repair, correct, replace or cause to be remedied, repaired, or replaced at the Contractor's expense such defect in materials or workmanship.
 - b. Sealed insulated glass units and heat pumps shall be warranted against failure for a minimum period of five (5) years. Insulation shall be warranted against failure for a minimum of two (2) years. The Contractor shall provide to the City and the Owner a written warranty for the sealed insulated glass units, heat pumps, and insulation.
 - c. The foregoing warranties shall survive any inspection the City may elect to make.
8. Acceptance and Payment - Upon completion of the work, the Contractor will notify the City that the job is complete, and upon inspection approval by the City and acceptance by the Owner, Contractor may then invoice the City for the amount stated in the Notice to Proceed. The Contractor will be paid within thirty (30) days subsequent to City acceptance of the work and after an acceptable detailed invoice has been received by the City. The Contractor shall promptly pay all subcontractors or materials providers employed by the Contractor in connection with installations undertaken pursuant to this Agreement.
- a. All material and workmanship shall be subject to inspection, examination and testing by duly authorized agents of the City at any time during or after installation of materials. Such inspection will verify the home meets the relevant Eligibility Criteria, and that the energy conservation measures are available and meet all City material and installation requirements. The Owner and Contractor must be present at the time of inspection.
 - b. The City shall have the right to reject defective material and workmanship and/or require its correction without cost or expense to the City or the Owner. Contractor shall be given timely notice of the defect and a reasonable opportunity to cure. In the event the Contractor fails or refuses to correct any defect as set forth herein, the City may, at its option, deduct an equitable amount from any payment owing or to be owed to the Contractor, or take such other steps as it deems appropriate.
 - c. The City reserves the right to levy penalty charges for re-inspection due to work or materials failing previous inspection. Charges will be billed to the Contractor on a monthly basis. The City reserves the right to collect re-inspection penalty charges which are outstanding and past due by deducting the amount owing for

re-inspection from subsequent payments owed to the Contractor for completed work.

- d. If the Contractor's work fails to pass on the third inspection, the City may, in consultation with the Owner, determine to correct the work and deduct the cost from the amount due the Contractor.
 - e. The Owner may submit a written complaint within five (5) business days of City inspection acceptance. If an Owner complaint is not received in writing within five business days of City inspection acceptance, the materials and their installation have been accepted by the Owner. If in the opinion of the Energy Services Director a reasonable written complaint is received within this period the City may withhold payment to the Contractor. The Contractor must resolve reasonable Owner written complaints within five business days of receipt. If the Owner and Contractor cannot resolve the complaint within ten business days of City inspection acceptance, the Contractor agrees to relieve the City from all responsibilities including payment under this Agreement.
9. Indemnification/Hold Harmless - The Contractor 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.
10. Waiver of Liens - Contractor understands that the City does not wish construction liens or materialmen's liens to be placed upon the property of participating Owners as a result of any services or materials provided by Contractor pursuant to the City's Weatherwise Service. Therefore, Contractor hereby waives any common law or statutory right it may have to any construction, materialmen, or other lien against such property, and agrees that it will not file, nor by failure to pay any materialmen or subcontractor, cause any other person to file a construction, materialmen, or other lien against the real property owned by participating Owners.
- a. If Contractor does file, or permits to be filed, or by its failure to pay lawful obligations causes to be filed any such lien in contravention of this Agreement, without City approval, the City, without prejudice to any other rights it may have,

may take such action it deems necessary or advisable so as to remove any such lien, and Contractor shall reimburse the City for all expenses, including attorney's fees, incurred by the City in resolving the issue of the lien and obtaining or attempting to release the lien.

- b. Advance City permission to file such liens may be obtained on a case-by-case basis under certain conditions. A contractor's request to file such liens shall be made in writing to the Energy Services Director. The request shall identify a justifiable reason for the lien.

11. Liability Insurance -

- a. *Duty to Obtain*: The Contractor 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 the Contractor, their agents, representatives, employees or subcontractors.
- b. *No Limitation*: Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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*: Contractor shall obtain insurance of the types described below:
 - i. 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, contractors' pollution liability, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - d. *Minimum Amounts of Insurance*: Contractor shall maintain the following insurance limits:
 - i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
 - e. *Other Insurance Provision*: The Contractor'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 insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
 - f. *Acceptability of Insurers*: Companies writing the insurance to be obtained under this Agreement shall be licensed to do business under Chapter 48 RCW. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII, and the ratings shall be indicated on the insurance certificates.
 - g. *Verification of Coverage*: Prior to commencement of work, Contractor 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 Contractor.
 - h. *Subcontractors*: The Contractor shall be solely responsible for determining the insurance coverage and limits required, if any, to be obtained by all subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
12. Bonding - In accordance with the Revised Code of Washington (RCW) 39.08 and (where applicable) RCW 60.28, Contractor shall provide the City with a payment bond and a performance bond covering all work performed under this Agreement, in an amount of not less than \$25,000. Each bond shall be executed on the forms provided by the City and must be issued by a company registered to do business in the State of Washington.
13. Certifications and Permits - The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules and regulations, and certification requirements, and shall procure and pay for all necessary municipal or other governmental permits, licenses and inspections.

- a. Heat Pump contractors shall employ a minimum of one Refrigeration Service Engineer's Society (R.S.E.S.) certified employee to maintain its status as a City-Authorized Heat Pump Contractor.
 - b. All Contractors shall request an in-progress inspection from the Energy Services Business Services Division for construction work that may become concealed (e.g., closed-blows and advanced air-sealing).
 - c. Copies of all required permits and certifications, including, but not limited to a City building permit, State electrical permit, Air Pollution Control Authority asbestos abatement permit, and insulation certification shall be attached to the invoice for each completed job.
 - d. In the event the Energy Services Business Services Division inspector does not complete both inspections on behalf of the City, the Contractor will be required to request an inspection from both the City's Building Inspection Division and Business Services Division for all work performed under this Agreement.
14. Subcontractors - The Contractor is solely responsible for identifying and hiring a competent subcontractor to perform subcontracted work. Contractor shall be fully responsible to the City and Owner for acts or omissions of any subcontractor performing any portion of the work under this Agreement, or any person directly or indirectly employed by the Contractor, and nothing contained herein shall create any contractual relationship between subcontractors and the City. Contractor is responsible for ensuring all subcontractors' compliance with the terms of this Agreement, and for immediately addressing issues raised by the City regarding subcontractor performance.
15. Kickbacks - Kickbacks, rebates, price reductions or inducements for participation or non-participation or other non-service benefits from the Contractor to an Owner are strictly prohibited, and such acts may be subject to prosecution or civil action under federal law. Bid rigging or bid collusion may subject the parties to triple damages under federal law in addition to any other penalties prescribed by law.
16. Clean-up - Contractor shall at all times keep Owner's premises and work areas free from accumulation of waste materials or rubbish, and prior to completion of work, remove any rubbish from the premises, including but not limited to tools, scaffolding, equipment, and materials. Upon completion of work, Contractor shall leave the premises in a condition satisfactory to the City and the Owner. In the event the Contractor fails to comply with any of the foregoing in a prompt and workmanlike manner after reasonable notice, the City may, after such notice, perform the clean-up work and removal at the expense of the Contractor. Expenses associated with the City's clean-up and removal of waste and/or materials on the Contractor's behalf shall be deducted from any balance owing to Contractor for completed work before final payment is made.

17. Independent Contractor - Contractor is an independent contractor. This is no partnership, agency, or employment of contractor relationship between Contractor or any of the Contractor's employees and the City. The parties expressly understand and agree that the equipment used, and the personnel employed by Contractor in performing the work contemplated by this Agreement shall at all times be under the sole and exclusive control of the Contractor. The Contractor shall not create any obligation or assume any responsibility for the City, nor shall the Contractor attempt to bind the City in any way whatsoever; nor shall Contractor represent in any manner that he or she is an agent of the City or associated or affiliated with the City in any capacity other than as an independent contractor. The parties' express intent is that no vicarious liability be created by the contractual relationship between Contractor and the City.
18. Assignment - Contractor shall not assign or transfer any right, title or interest under the terms of this Agreement without the prior written approval of the City.
19. Survival - The provisions covering Warranty, Waiver of Liens and Indemnification shall survive termination, cancellation, or expiration of this Agreement.
20. City-Authorized Contractor List - The City Authorized Contractor List will be posted on the City's website at www.ci.richland.wa.us/EnergyServices as an alphabetized list of authorized contractors.
21. Violations – The following procedure shall be followed for all perceived violations of this Agreement:
 - a. If the City has reason to believe that Contractor is in violation of this Agreement, the Energy Services Director shall promptly notify Contractor in writing of the violation. The written notice shall set forth the nature of the alleged violation and identify the desired remedy.
 - b. Contractor shall respond in writing within thirty (30) days of receipt of such notice. Contractor's response shall either be: 1) an indication and explanation that the violation has been cured, along with any supporting documentation to evidence the cure; or 2) a written cure plan that satisfies the Energy Services Director; or 3) an explanation that refutes the alleged violation with documentation to support Contractor's position that the alleged violation did not occur.
 - c. If, after review, the Energy Services Director agrees that no violation occurred, no further action is necessary. However, if, after review, the Energy Services Director determines in his reasonable judgment that the violation has not been cured within the time allowed, and no satisfactory cure plan has been presented and approved, Contractor may be removed from the City-Authorized Contractor list, and City may take any action authorized by law or equity to enforce the terms of this Agreement.

- d. If the nature of the violation is such that it cannot be fully cured within thirty (30) days due to circumstances beyond Contractor's control, the period of time in which Contractor must cure the violation may be extended in writing by the Energy Services Director for such additional time as is reasonably necessary to complete the cure, provided that: 1) Contractor shall have promptly commenced the cure; and 2) in the Energy Services Director's reasonable judgment, Contractor is diligently pursuing its efforts to cure the violation. If, in the Energy Services Director's reasonable judgment, the violation has not been cured within the extended time allowed, Contractor may be removed from the City-Authorized Contractor list, and City may take any action authorized by law or equity to enforce the terms of this Agreement.
 - e. In the event a Contractor's name is removed from the City-Authorized Contractor list, Contractor may request to be reinstated on the list by curing violation(s) of this Agreement or providing a cure plan that satisfies the Energy Services Director.
 - f. The Energy Services Director may authorize a Contractor who has been voluntarily or involuntarily removed from the City-Authorized Contractor list to complete work under the Weatherwise Service. Such authorization would permit the Contractor to serve owners, but the Contractor would not enjoy the benefits of being listed as a City-Authorized Contractor.
22. Amendments - All amendments to this Agreement, except as identified herein, shall be in writing and signed by both parties. The Weatherwise Material & Installation Specifications, the Eligibility Criteria definitions, and the definitions of Energy Conservation Measure Availability are incorporated by reference into this Agreement and may be periodically amended by the City in its sole discretion. When written changes to referenced documents are issued by an authorized City representative, the amendments shall automatically become effective and incorporated into this Agreement.
23. Asbestos Notice to Contractors - Notice is hereby given that there is a strong possibility that many heating, ventilation, and air conditioning systems and prefabricated, pre-cut, government-built and other buildings located within the City of Richland contain asbestos. Contractors are solely responsible for taking proper precautions to protect their employees, the benefiting property Owners, and their tenants from the release of asbestos fibers into the environment. Contractor shall immediately notify the City if any area of a structure has had any asbestos removed by other than an EPA-approved procedure documented in writing by an EPA-certified contractor. Any structure that is known or suspected to have had asbestos removed shall be considered as contaminated until decontamination has been performed and certified, and all written documentation has been accepted by the City. Decontamination and all other types of asbestos abatement are costs borne by the Owner. The Contractor is responsible for determining and documenting on the City's proposal form whether the scope of work will affect or disturb asbestos.

24. Covenant Not to Compete/Conflict of Interest - For a period of two (2) years following the completion of City service by a City employee, the City shall not transact business or interface with any former City employee who has been directly concerned or who personally participated in the activities which form the subject of this Agreement while they were employed by the City of Richland. The City shall have the right to request replacement of the former City employee by another company employee who does not have this conflict of interest. The City retains the right to terminate this Agreement should the Contractor not comply with the request.
25. Americans with Disabilities Act - The City of Richland adheres to and promotes the requirements of the federally legislated Americans with Disabilities Act of 1990. By signing this Agreement, the Contractor certifies and agrees that they will adhere to and promote the requirements of the Americans with Disabilities Act. The Contractor will assure that a similar statement to this certification will become a part of all agreements with any subcontractor with whom they contract.
26. Notices - All notices required to be given to Contractor or City under this Agreement shall be in writing and shall be deemed served when delivered by hand or by Federal Express or similar service during normal business hours; or when mailed via certified mail, return receipt requested. The parties may, upon mutual agreement, determine to accept notice via email.

Notices shall be given to the following:

For the City of Richland

For the Contractor:

Energy Services Director
City of Richland
625 Swift Blvd., MS-23
Richland, WA 99352
(509) 942-7403

Owner's Name:	Kaleb Young
Company Name:	Young's Heating & Cooling
Mailing Address:	878 Wallula Ave.
City, State Zip	Walla Walla, WA 99362
Business Phone:	509-525-4328
Business Fax:	509-876-4432
Contact Email:	mail@youngsheating.com

27. Severability - If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.
28. Governing Law/Forum Selection - Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate

venue for filing of any civil action arising out of this Agreement. Contractor expressly agrees to submit to personal jurisdiction in Benton County Superior Court.

29. Legal Action - The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action.

IN WITNESS WHEREOF, the Contractor has obtained all certificates, bonds, licenses, certifications and insurance in compliance with this Agreement, and the parties have entered into the City-Authorized Contractor Agreement as of the day and year written below.

CITY OF RICHLAND, WASHINGTON

Young's Heating & Cooling

Company Name

Jon Amundson
City Manager

Date

Authorized Representative

Date

Kaleb Young

Printed Name

ATTEST:

Jennifer Rogers
City Clerk

APPROVED AS TO FORM:

Heather Kintzley
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/7/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2021-96, Authorizing Change Order No. 4 to Contract No. 437-23 with Sharpe & Preszler Construction Co., Inc. for the Sunset Street and Montana Avenue Water Main Replacement

Department/Office
Public Works

Ordinance/Resolution Number:
2024-96

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-96, authorizing the City Manager to sign and execute Change Order No. 4 with Sharpe & Preszler Construction Company, Inc. for the Sunset Street and Montana Avenue Watermain Replacement Project as provided therein.

Summary:

The 2023-2028 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.

On November 7, 2023, a contract was authorized to be awarded to Sharpe & Preszler Construction Company, Inc. through Resolution 2023-170. Due to unforeseen conditions discovered during construction, and additional modifications needed for effective maintenance, a change order is necessary to complete the remaining work. The additional funding necessary to complete the Project exceeds the original change order capacity of \$60,000 granted under Resolution No. 2023-170.

The program budget is sufficient to fully fund the added expense.

Staff recommends adoption of Resolution No. 2021-96.

Fiscal Impact:

The proposed change order value is \$89,097. Approximately \$649,000 is available in the approved 2024 Water Distribution System Repair and Replacement CIP program to fund the value of this change order.

Attachments:

1. Resolution No. 2024-96
2. Draft Sunset & Montana Water Main Replacement Contract Changes

RESOLUTION NO. 2024-96

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING CHANGE ORDER NO. 4 TO CONTRACT NO. 437-
23 WITH SHARPE & PRESZLER CONSTRUCTION COMPANY,
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, Richland City Council, through Resolution No. 2023-170, authorized a construction contract with Sharpe & Preszler Construction Company, Inc. to complete the Project (*see* Richland Contract No. 437-23); and

WHEREAS, due to unforeseen conditions discovered during construction and additional modifications needed for effective maintenance, additional change orders are required to complete the remaining work; and

WHEREAS, the Program budget is sufficient to fully fund the additional Project expense.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Change Order No. 4 with Sharpe & Preszler Construction Company, Inc. in an amount up to \$89,097.00 for the Sunset Street and Montana Avenue Watermain Replacement project 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 special meeting on the 7th day of August, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

PROJECT:
CONTRACTOR:
CONTRACT #437-23
PO 22300823

SUNSET ST & MONTANA AVE WATER MAIN REPLACEMENT
SHARPE & PRESZLER CONSTRUCTION CO., INC.
*** RETAINAGE BOND ***

	ITEM DESCRIPTION	EST/ QTY.	UNIT	UNIT PRICE	CONTRACT COST	PRIOR QUANTITY	PRIOR COST	QUANTITY THIS ESTIMATE	COST THIS ESTIMATE	QUANTITY TO DATE	COST TO DATE	COST AVAIL/ (SHORT)
	SCHEDULE A - SUNSET ST											
1	MOBILIZATION (ALL SCHEDULES)	1	LS	50,225.00	50,225.00	1.00	50,225.00	-	0.00	1.00	50,225.00	0.00
2	SPCC PLAN (ALL SCHEDULES)	1	LS	150.00	150.00	1.00	150.00	-	0.00	1.00	150.00	0.00
3	ROADWAY SURVEYING (ALL SCHED)	1	LS	4,400.00	4,400.00	1.00	4,400.00	-	0.00	1.00	4,400.00	0.00
4	ADA FEATURES SURVEYING	1	LS	1,300.00	1,300.00	-	0.00	1.00	1,300.00	1.00	1,300.00	0.00
5	TEMP TRAFFIC CTRL (ALL SCHED)	1	LS	6,750.00	6,750.00	0.70	4,725.00	0.25	1,687.50	0.95	6,412.50	337.50
6	REMOVAL OF STRUCTURES AND OBSTRUCTIONS (ALL SCHEDULES)	1	LS	6,330.00	6,330.00	0.90	5,697.00	0.05	316.50	0.95	6,013.50	316.50
7	SITE RESTORATION (ALL SCHED)	1	LS	12,400.00	12,400.00	0.50	6,200.00	0.40	4,960.00	0.90	11,160.00	1,240.00
8	EROSION CTRL & WATER POLLUTION PREVENTION (ALL SCHED)	1	LS	500.00	500.00	0.50	250.00	0.40	200.00	0.90	450.00	50.00
9	CEMENT CONCRETE TRAFFIC C&G	90	LF	37.00	3,330.00	-	0.00	45.00	1,665.00	45.00	1,665.00	1,665.00
10	CEMENT CNCRT SIDEWALK (4" CNCRT)	41	SY	58.00	2,378.00	-	0.00	47.00	2,726.00	47.00	2,726.00	(348.00)
11	CEMENT CNCRT SIDEWALK FOR ADA RAMP (6" CNCRT)	20	SY	185.00	3,700.00	-	0.00	23.00	4,255.00	23.00	4,255.00	(555.00)
12	DETECTABLE WARNING SURFACE	16	SF	33.00	528.00	-	0.00	16.00	528.00	16.00	528.00	0.00
13	SAWCUTTING CEMENT CONC. CURB	36	LF	2.00	72.00	-	0.00	10.00	20.00	10.00	20.00	52.00
14	ASPHALT PATCHING (2" HMA, 8" CSTC)	1,568	SY	36.50	57,232.00	-	0.00	1,369.00	49,968.50	1,369.00	49,968.50	7,263.50
15	TRENCH SAFETY	1,548	LF	1.00	1,548.00	1,548.00	1,548.00	165.00	165.00	1,713.00	1,713.00	(165.00)
16	IMPORTED PIPE ZONE BEDDING	1,548	LF	2.00	3,096.00	1,548.00	3,096.00	165.00	330.00	1,713.00	3,426.00	(330.00)
17	IMPORTED PIPE TRENCH BACKFILL	1,548	LF	10.00	15,480.00	-	0.00	-	0.00	0.00	-	15,480.00
18	UTILITY XINGS MARKED & UNMARKED	15	EA	200.00	3,000.00	29.00	5,800.00	16.00	3,200.00	45.00	9,000.00	(6,000.00)
19	PVC WATER MAIN 8 IN. DIAM.	1,548	LF	63.65	98,530.20	1,548.00	98,530.20	12.00	763.80	1,560.00	99,294.00	(763.80)
20	CONNECT TO EXISTING 8 IN WM	1	EA	950.00	950.00	1.00	950.00	1.00	950.00	2.00	1,900.00	(950.00)
21	CONNECT TO EXISTING 6 IN WM	1	EA	950.00	950.00	2.00	1,900.00	1.00	950.00	3.00	2,850.00	(1,900.00)
22	8 IN. 22.5 DEGREE BEND (MJ)	2	EA	490.00	980.00	2.00	980.00	-	0.00	2.00	980.00	0.00
23	8 IN. 90 DEGREE BEND (MJ)	1	EA	465.00	465.00	1.00	465.00	-	0.00	1.00	465.00	0.00
24	6 IN. X 6 IN. TEE (MJXFL)	1	EA	560.00	560.00	1.00	560.00	-	0.00	1.00	560.00	0.00
25	8 IN. X 6 IN. TEE (MJ X FL)	2	EA	630.00	1,260.00	2.00	1,260.00	-	0.00	2.00	1,260.00	0.00
26	GATE VALVE 6 IN. (FL X MJ)	3	EA	1,805.00	5,415.00	3.00	5,415.00	-	0.00	3.00	5,415.00	0.00
27	GATE VALVE 8 IN. (FL X MJ)	1	EA	2,550.00	2,550.00	-	0.00	1.00	2,550.00	1.00	2,550.00	0.00
28	BUTTERFLY VALVE 20 IN. (MJ X MJ)	1	EA	7,100.00	7,100.00	-	0.00	-	0.00	0.00	-	7,100.00
29	FIRE HYDRANT ASSEMBLY	2	EA	5,170.00	10,340.00	2.00	10,340.00	-	0.00	2.00	10,340.00	0.00
30	DI WM 6 IN. DIAM., RESTRAINED JOINT	17	LF	106.00	1,802.00	22.00	2,332.00	3.00	318.00	25.00	2,650.00	(848.00)
31	8 IN. (FL X MJ) COUPLING ADAPTER	1	EA	750.00	750.00	1.00	750.00	1.00	750.00	2.00	1,500.00	(750.00)
32	20 IN. (RJ X RJ) COUPLING ADAPTER	2	EA	4,950.00	9,900.00	-	0.00	-	0.00	0.00	-	9,900.00
33	PRESSURE CAP 4 IN.	1	EA	1,040.00	1,040.00	-	0.00	2.00	2,080.00	2.00	2,080.00	(1,040.00)
34	BLIND FLANGE	1	EA	970.00	970.00	-	0.00	-	0.00	0.00	-	970.00
35	REPAIR BAND	7	EA	3,485.00	24,395.00	-	0.00	-	0.00	0.00	-	24,395.00
36	THRUST BLOCK	7	EA	20.00	140.00	8.00	160.00	4.00	80.00	12.00	240.00	(100.00)
37	1 IN. STREET SRVC ASMBLY (8 IN. MAIN)	20	EA	720.00	14,400.00	18.00	12,960.00	6.00	4,320.00	24.00	17,280.00	(2,880.00)
38	1 IN. HOUSE SERVICE ASSEMBLY	20	EA	150.00	3,000.00	7.00	1,050.00	17.00	2,550.00	24.00	3,600.00	(600.00)
39	1 IN. WATER SERVICE LINE (PEX PIPE)	485	LF	30.50	14,792.50	410.00	12,505.00	96.00	2,928.00	506.00	15,433.00	(640.50)
40	1 IN. HOUSE SERVICE LINE (PEX PIPE)	232	LF	38.50	8,932.00	84.00	3,234.00	212.00	8,162.00	296.00	11,396.00	(2,464.00)
41	1 IN WATER METER ASSEMBLY	20	EA	445.00	8,900.00	7.00	3,115.00	17.00	7,565.00	24.00	10,680.00	(1,780.00)
42	REMOVE EXISTING WATER METER FITTING (VALVE, REDUCE, BEND OR TEE)	1	EA	70.00	70.00	1.00	70.00	-	0.00	1.00	70.00	0.00
43	REMOVE EXISTING WATER METER BOX	20	EA	100.00	2,000.00	7.00	700.00	17.00	1,700.00	24.00	2,400.00	(400.00)
44	REMOVE EXISTING WATER VALVE BOX	3	EA	150.00	450.00	-	0.00	1.00	150.00	1.00	150.00	300.00
45	REMOVE & DISPOSE EXSTNG FIRE HYD	1	EA	500.00	500.00	-	0.00	-	0.00	0.00	-	500.00
46	DIG & VERIFY	14	EA	200.00	2,800.00	12.00	2,400.00	8.00	1,600.00	20.00	4,000.00	(1,200.00)
47	IRRIGATION RECONNECTION ASSEMBLY	7	EA	200.00	1,400.00	5.00	1,000.00	2.00	400.00	7.00	1,400.00	0.00
48	8" x 6" REDUCER	1	EA	340.00	340.00	1.00	340.00	-	0.00	1.00	340.00	0.00
49	6 IN. COUPLING	1	EA	750.00	750.00	4.00	3,000.00	2.00	1,500.00	6.00	4,500.00	(3,750.00)
50	PLUGGING EXISTING PIPE	2	EA	75.00	150.00	-	0.00	2.00	150.00	2.00	150.00	0.00
51	RECORD DRAWING	1	LS	500.00	500.00	-	0.00	-	0.00	0.00	-	500.00
			Subtotal		\$399,500.70		\$246,107.20		\$110,788.30		356,895.50	42,605.20
			Sales Tax @ 8.7%		34,756.56		21,411.33		9,638.58		31,049.91	
			TOTAL		\$434,257.26		\$267,518.53		\$120,426.88		387,945.41	

Quantity Diff	Additional Quantity	Additional Cost
-	-	\$ -
-	-	\$ -
-	-	\$ -
-	-	\$ -
0.05	0.05	\$ 337.50
0.05	0.05	\$ 316.50
0.10	0.10	\$ 1,240.00
0.10	0.10	\$ 50.00
45.00	10.00	\$ 370.00
(6.00)	10.00	\$ 580.00
(3.00)	-	\$ -
-	-	\$ -
-	-	\$ -
26.00	-	\$ -
199.00	392.00	\$ 14,308.00
(165.00)	-	\$ -
(165.00)	-	\$ -
1,548.00	-	\$ -
(30.00)	-	\$ -
(12.00)	-	\$ -
(1.00)	-	\$ -
(2.00)	-	\$ -
-	-	\$ -
-	-	\$ -
-	-	\$ -
-	-	\$ -
-	-	\$ -
1.00	1.00	\$ 7,100.00
-	-	\$ -
(8.00)	-	\$ -
(1.00)	-	\$ -
2.00	2.00	\$ 9,900.00
(1.00)	-	\$ -
1.00	-	\$ -
7.00	7.00	\$ 24,395.00
(5.00)	-	\$ -
(4.00)	-	\$ -
(4.00)	-	\$ -
(21.00)	-	\$ -
(64.00)	-	\$ -
(4.00)	-	\$ -
-	-	\$ -
(4.00)	0	\$ -
2.00	0	\$ -
1.00	0	\$ -
(6.00)	0	\$ -
-	0	\$ -
-	0	\$ -
(5.00)	0	\$ -
-	0	\$ -
1.00	1	\$ 500.00
Total		\$ 59,097.00
Quantity Over		\$ 30,000.00
Ask Council		\$ 89,097.00



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/7/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Subject:

Resolution No. 2024-97, Authorizing Change Order No. 1 to Contract No. 97-24 with McCann Trucking, LLC for the 2024 Americans with Disabilities Act (ADA) Ramp Project

Department/Office
Public Works

Ordinance/Resolution Number:
2024-97

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-97, authorizing the City Manager to sign and execute Change Order No. 1 to Contract No. 97-24 with McCann Trucking, LLC in the amount of \$138,207.25 for the 2024 ADA Ramp project.

Summary:

The 2024-2029 Capital Improvement Plan (CIP) includes a fully-funded project titled Pavement Preservation Program. To comply with federal street improvement regulations, the City must complete retrofit work on its sidewalk accessibility features as part of the Pavement Preservation Program (hereafter the "Project").

On March 8, 2024, a contract was executed between the City of Richland and McCann Trucking, LLC for the Project (see Richland Contract No. 97-24). The contract was administratively executed by the Richland City Manager pursuant to RMC 3.04.070 because the total value of the contract was under \$350,000.

During construction, the Project required design modifications to comply with recently updated Public Right-of-Way Accessibility Guidelines (PROWAG), which increased the overall quantities of the bid items and the overall contract cost. The City is obligated to comply with PROWAG standards to ensure accessibility consistent with the federal Americans with Disabilities Act (ADA) of 1990. The project cost increased an additional \$138,207.25.

The Richland City Manager has administrative change order authority of up to \$50,000 per RCW 3.04.080. The value of Change Order No. 1 to Contract No. 97-24 exceeds the City Manager's change order authority and requires Council approval.

Staff recommends adoption of Resolution No. 2024-97.

Fiscal Impact:

The change order value is \$138,207.25. This project is funded through the Pavement Preservation Program, which has available capacity to fund the increased contract amount.

Attachments:

1. Resolution No. 2024-97
2. 2024 ADA Ramps Contract Changes

RESOLUTION NO. 2024-97

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT NO. 97-24
WITH MCCANN TRUCKING, LLC FOR THE 2024 ADA RAMP
PROJECT.**

WHEREAS, 2024-2029 Capital Improvement Plan (CIP) includes a fully-funded project titled Pavement Preservation Program; and

WHEREAS, to comply with federal street improvement regulations, the City must complete retrofit work on its sidewalk accessibility features (i.e., ADA ramps) as part of the Pavement Preservation Program (hereafter the “Project”); and

WHEREAS, the City opened bids for the Project on February 22, 2024 and awarded a construction contract to McCann Trucking, LLC on March 8, 2024 (*see* Richland Contract No. 97-24; and

WHEREAS, during construction, the Project required design modifications to comply with recently updated Public Right-of-Way Accessibility Guidelines (PROWAG), which increased the overall quantities of the bid items and the overall contract cost; and

WHEREAS, the City is obligated to comply with PROWAG standards to ensure accessibility pursuant to the federal Americans with Disabilities Act (ADA) of 1990.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Change Order No. 1 to Contract No. 97-24 with McCann Trucking, LLC in the amount of \$138,207.25 for the 2024 ADA Ramp 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 special meeting on the 7th day of August, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

PROJECT:
CONTRACTOR:
CONTRACT #97-24
PO 22400296

2024 ADA RAMPS
MCCANN TRUCKING LLC
*** RETAINAGE HELD BY CITY ***

	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	CONTRACT COST	PRIOR QUANTITY	PRIOR COST	QTY THIS ESTIMATE	COST THIS ESTIMATE	QUANTITY TO DATE	COST TO DATE	COST AVAIL (+) SHORT(-)
	SCHEDULE A: Base Bid											
A-1	Mobilization (All Sched.)	1	LS	20,000.00	20,000.00	1.00	20,000.00		0.00	1.00	20,000.00	0.00
A-2	SPCC Plan (All Sched.)	1	LS	500.00	500.00	1.00	500.00		0.00	1.00	500.00	0.00
A-3	Project Temp. Traffic Control (All Sched.)	1	LS	43,000.00	43,000.00	0.15	6,450.00	0.60	25,800.00	0.75	32,250.00	10,750.00
A-4	Site Restoration	1	LS	3,500.00	3,500.00		0.00	0.65	2,275.00	0.65	2,275.00	1,225.00
A-5	ADA Features Surveying	1	LS	10,000.00	10,000.00		0.00	1.00	10,000.00	1.00	10,000.00	0.00
A-6	Removal of Structures and Obstructions	1	LS	1,300.00	1,300.00	0.17	225.00		0.00	0.17	225.00	1,075.00
A-7	Replace Catch Basin Frame & Cover	1	EA	1,800.00	1,800.00		0.00		0.00	0.00	0.00	1,800.00
A-8	Cement Conc. Sidewalk for ADA Ramp	264	SY	200.00	52,800.00	26.50	5,300.00	265.00	53,000.00	291.50	58,300.00	(5,500.00)
A-9	Cement Conc. Sidewalk (4" Concrete)	93	SY	286.00	26,598.00	14.25	4,075.50	120.00	34,320.00	134.25	38,395.50	(11,797.50)
A-10	Sawcutting Cement Conc. Curb	289	LF	6.90	1,994.10	4.00	27.60	194.00	1,338.60	198.00	1,366.20	627.90
A-11	Detectable Warning Surface	286	SF	45.00	12,870.00	22.00	990.00	243.00	10,935.00	265.00	11,925.00	945.00
A-12	Detectable Warning Surface on Asphalt Pathway	3	SF	100.00	300.00		0.00		0.00	0.00	0.00	300.00
A-13	Cement Conc. Traffic Curb & Gutter	134	LF	65.00	8,710.00	78.00	5,070.00	200.00	13,000.00	278.00	18,070.00	(9,360.00)
A-14	Asphalt Patch (2 in. HMA & 2 in. CSTC)	6	SY	54.00	324.00		0.00		0.00	0.00	0.00	324.00
A-15	Asphalt Patching (4 in. HMA & 2 in. CSTC)	27	SY	54.00	1,458.00		0.00		0.00	0.00	0.00	1,458.00
A-16	Move & Replace Street Sign	3	EA	950.00	2,850.00		0.00		0.00	0.00	0.00	2,850.00
A-17	Permanent Signing	1	LS	2,500.00	2,500.00		0.00		0.00	0.00	0.00	2,500.00
A-18	Adjust Traffic Controller Box	1	EA	5,500.00	5,500.00		0.00		0.00	0.00	0.00	5,500.00
A-19	Replace Catch Basin Frame & Grate with ADA Grate	3	EA	250.00	750.00		0.00	7.00	1,750.00	7.00	1,750.00	(1,000.00)
A-20	Traffic Signal Push Button Extension	4	EA	4,500.00	18,000.00		0.00		0.00	0.00	0.00	18,000.00
A-21	Record Drawings (Min Bid \$500.00)	1	LS	500.00	500.00		0.00		0.00	0.00	0.00	500.00
				Subtotal SCHEDULE A	\$215,254.10		\$42,638.10		\$152,418.60		\$195,056.70	20,197.40
				Sales Tax (N/A - ROADWA	-		-		-		-	
				TOTAL SCHEDULE A	\$215,254.10		\$42,638.10		\$152,418.60		\$195,056.70	
	SCHEDULE B: Traffic Islands											
B-1	Demo Traffic Islands	1	LS	2,000.00	2,000.00	1.00	2,000.00		0.00	1.00	2,000.00	0.00
B-2	Traffic Island Landscaping	1	LS	3,800.00	3,800.00		0.00	0.85	3,230.00	0.85	3,230.00	570.00
B-3	Detectable Warning Surface	3	SF	68.00	204.00		0.00	41.00	2,788.00	41.00	2,788.00	(2,584.00)
B-4	Cement Conc. For Traffic Islands (4" thick)	30	SY	281.00	8,430.00		0.00	30.00	8,430.00	30.00	8,430.00	0.00
B-5	Asphalt Patch (4 in. HMA & 2 in. CSTC)	641	SY	54.00	34,614.00		0.00	675.00	36,450.00	675.00	36,450.00	(1,836.00)
B-6	Cement Conc. Traffic Curb & Gutter	609	LF	65.00	39,585.00	527.00	34,255.00	120.00	7,800.00	647.00	42,055.00	(2,470.00)
B-7	Permanent Signing	1	LS	4,200.00	4,200.00		0.00		0.00	0.00	0.00	4,200.00
B-8	Removing Plastic Line	10,695	LF	0.82	8,769.90		0.00		0.00	0.00	0.00	8,769.90
B-9	Removing Plastic Crosswalk Line	189	SF	10.25	1,937.25		0.00		0.00	0.00	0.00	1,937.25
B-10	Temporary Pavement Markings - Short	11,150	LF	0.40	4,460.00		0.00		0.00	0.00	0.00	4,460.00
B-11	Temporary Crosswalk Line - Short Duration	180	SF	5.10	918.00		0.00		0.00	0.00	0.00	918.00
B-12	Temporary Misc. Pavement Marking - Short	5	EA	80.00	400.00		0.00		0.00	0.00	0.00	400.00
				Subtotal SCHEDULE A	\$109,318.15		\$36,255.00		\$58,698.00		\$94,953.00	14,365.15
				Sales Tax (N/A - ROADWA	-		-		-		-	
				TOTAL SCHEDULE A	\$109,318.15		\$36,255.00		\$58,698.00		\$94,953.00	
							\$42,638.10		\$152,418.60		\$195,056.70	
							\$36,255.00		\$58,698.00		\$94,953.00	
							\$78,893.10		\$211,116.60		\$290,009.70	

Updated Quantities

Quantity Remaining

New Unit Price

Remaining Cost

1.00	-		\$ -
1.00	-		\$ -
1.00	0.25		\$ 10,750.00
1.00	0.35		\$ 1,225.00
1.00	-		\$ -
1.00	0.83		\$ 1,075.00
1.00	1.00		\$ 1,800.00
530.00	238.50	190.00	\$ 45,315.00
137.00	2.75	278.00	\$ 764.50
559.00	361.00	6.85	\$ 2,472.85
542.00	277.00	43.00	\$ 11,911.00
19.00	19.00	100.00	\$ 1,900.00
200.00	78.00	65.00	\$ 5,070.00
16.00	16.00	54.00	\$ 864.00
49.00	49.00	54.00	\$ 2,646.00
5.00	5.00	950.00	\$ 4,750.00
1.00	1.00		\$ 2,500.00
3.00	3.00	5,500.00	\$ 16,500.00
7.00	-	250.00	\$ -
4.00	4.00		\$ 18,000.00
1.00	1.00		\$ 500.00
			\$ 128,043.35

1.00	-		\$ -
1.00	0.15		\$ 570.00
41.00	38.00		\$ 2,584.00
30.00	-		\$ -
641.00	34.00		\$ 1,836.00
609.00	38.00		\$ 2,470.00
1.00	1.00		\$ 4,200.00
10,695.00	10,695.00		\$ 8,769.90
189.00	189.00		\$ 1,937.25
11,150.00	11,150.00		\$ 4,460.00
180.00	180.00		\$ 918.00
5.00	5.00		\$ 400.00
			\$ 28,145.15

TOTAL	\$ 156,188.50
New Contract Total	\$446,198.20
Difference	\$121,625.95
Possible FO	\$16,581.30
Total	\$138,207.25



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/7/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 4 - Quality of Life

Subject:

Resolution No. 2024-98, Authorizing a Grant Application to the Washington State Department of Transportation Traffic Conflict Screening Using Video Analytics Program

Department/Office
Public Works

Ordinance/Resolution Number:
2024-98

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-98, authorizing a grant application to the Washington State Department of Transportation Traffic Conflict Screening Using Video Analytics Program, and authorizing the City Manager to sign and execute all documents necessary to accept the grant in the event the City's application is successful.

Summary:

The Washington State Department of Transportation released a Call for Projects for the Traffic Conflict Screening Using Video Analytics Program (the "Program"). The Program funds projects that implement traffic conflict video analytics at controlled intersections with disproportionate numbers of traffic violations and injuries to active transportation users to reduce fatalities and serious injuries.

No local matching funds are required to be eligible for the Program. The City of Richland has traffic signal-controlled intersections that utilize video monitoring, and would benefit from the Program to advance the City's Vision Zero goal by providing key inputs in future traffic safety planning.

Staff recommends adoption of Resolution No. 2024-98.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2024-98

RESOLUTION NO. 2024-98

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A GRANT APPLICATION TO THE WASHINGTON
STATE DEPARTMENT OF TRANSPORTATION TRAFFIC
CONFLICT SCREENING USING VIDEO ANALYTICS PROGRAM.**

WHEREAS, the Washington State Department of Transportation released a Call for Projects for the Traffic Conflict Screening Using Video Analytics Program (the “Program”); and

WHEREAS, the Program funds projects that implement traffic conflict video analytics at controlled intersections with disproportionate numbers of traffic violations and injuries to active transportation users to reduce fatalities and serious injuries; and

WHEREAS, no local matching funds are required to be eligible for the Program; and

WHEREAS, the City of Richland has traffic signal-controlled intersections that utilize video monitoring and would benefit from the Program to advance the City’s Vision Zero goal by providing key inputs in future traffic safety planning.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to submit a grant application to the Washington State Department of Transportation for the Traffic Conflict Screening Using Video Analytics Program.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute all documents related to grant acceptance in the event the City’s grant 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 special meeting on the 7th day of August, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/7/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Subject:

Resolution No. 2024-99, Authorizing Grant Applications to the Washington State Transportation Improvement Board Urban Arterial Program and Active Transportation Program

Department/Office
Public Works

Ordinance/Resolution Number:
2024-99

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-99, authorizing staff to submit grant applications to the Washington State Transportation Improvement Board Urban Arterial Program and Active Transportation Program as provided therein.

Summary:

The Washington State Transportation Improvement Board (TIB) offers grant programs that enable municipalities to make improvements to their transportation systems. The TIB has issued a Call for Projects for its 2024 Urban Arterial Program and Active Transportation Program (the "Programs"). The purpose of the Urban Arterial Program is to fund projects in the areas of safety, growth and development, mobility, and physical condition of the street. Local matching funds are required, with additional rating points available for committing more than the minimum required match.

The Gage Boulevard Improvements project between Morency Drive and Penny Royal Avenue, the Duportail Street/Kennedy Road Intersection project, and the Duportail Street/Driveway Intersection project are eligible projects, with features that align closely with the TIB's policy goals. These three projects are included in the City's adopted 2025-2030 Transportation Improvement Program.

The purpose of the Active Transportation Program is to fund projects that improve pedestrian and cyclist safety, system continuity, and active transportation mobility. The George Washington Way Sidewalk Infill project will install a segment of sidewalk on the east side of George Washington Way between Comstock Street and Bradley Boulevard to complete pedestrian connectivity on that corridor, and the Central Richland Rectangular Rapid Flashing Beacon project will install enhanced pedestrian crossings at various locations in central Richland. Both projects create dedicated and safe spaces for pedestrians within the street right-of-way.

If funded, these projects will enhance travel safety and mobility for all modes of travel and advance the City of Richland's Vision Zero goal, Complete Streets Policy, and American with Disabilities Act (ADA) Transition Plan implementation. The City's best interests are served by obtaining TIB grant funds for these projects to make them financially feasible.

Staff recommends adoption of Resolution No. 2024-99.

Fiscal Impact:

If the grant applications are successful, grant matching funds will be determined at a later date and presented for Council approval.

Attachments:

- I. Resolution No. 2024-99

RESOLUTION NO. 2024-99

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING GRANT APPLICATIONS TO THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD URBAN ARTERIAL PROGRAM AND ACTIVE TRANSPORTATION PROGRAM.

WHEREAS, the Washington State Transportation Improvement Board (TIB) offers grant programs that enable municipalities to make improvements to their transportation systems; and

WHEREAS, the TIB has issued a Call for Projects for its 2024 Urban Arterial Program and Active Transportation Program (the “Programs”); and

WHEREAS, the purpose of the Urban Arterial Program is to fund projects in the areas of safety, growth and development, mobility, and physical condition; and

WHEREAS, local matching funds are required, with additional rating points available for committing more than the minimum required match; and

WHEREAS, the Gage Boulevard Improvements project between Morency Drive and Penny Royal Avenue, the Duportail Street/Kennedy Road Intersection project, and the Duportail Street/Driveway Intersection project are eligible projects, with features that align closely with the TIB’s policy goals; and

WHEREAS, the above-referenced projects are included in the City’s adopted 2025-2030 Transportation Improvement Program; and

WHEREAS, the purpose of the Active Transportation Program is to fund projects that improve pedestrian and cyclist safety, system continuity, and active transportation mobility; and

WHEREAS, the George Washington Way Sidewalk Infill project will install sidewalk on the east side of George Washington Way between Comstock Street and Bradley Boulevard to complete a pedestrian connectivity on that corridor, and the Central Richland Rectangular Rapid Flashing Beacon project will install enhanced pedestrian crossings at various locations in central Richland; and

WHEREAS, if funded, these projects will enhance travel safety and mobility for all modes of travel and advance Richland’s Vision Zero goal, Complete Streets Policy, and Americans with Disabilities Act (ADA) Transition Plan implementation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to submit grant applications to the Washington State Transportation Improvement Board Urban Arterial Program and Active Transportation Program for the following projects as provided herein:

- Gage Boulevard Improvements (between Morency Drive and Penny Royal Avenue);

- Duportail Street/Kennedy Road Intersection;
- Duportail Street/Driveway Intersection;
- George Washington Way Sidewalk Infill; and
- Central Richland Rectangular Rapid Flashing Beacons.

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

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 7th day of August, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/7/2024

Agenda Category: Items of Business

Strategic Priority 2 - Financial Sustainability

Subject:

Ordinance No. 2024-25, Amending Richland Municipal Code Section 3.24.560 and eliminating the 1-Year Grace Period for Downtown Business Improvement District Assessments (First Reading)

Department/Office
Development Services

Ordinance/Resolution Number:
2024-25

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2024-25, amending RMC 3.24.560 related to the administration of the Downtown Business Improvement District and eliminating the first year business assessment exemption.

Summary:

Business improvement districts (BIDs) are organizations of businesses that assess fees on themselves to fund common expenses such as maintenance, improvements, promotions and special events. Washington BIDs are enabled by Ch. 35.87A RCW. Under state law, cities are vested with the sole authority to levy assessments on businesses located within BID boundaries, and may contract with BIDs to perform certain administrative functions. Richland has collected assessments on behalf of the Downtown Business Improvement District (DBID or District) since 2007 as authorized by Ordinance No. 03-07, and remits revenue to the District minus an administrative fee. The DBID utilizes its revenue within its own administrative structure without additional city involvement.

The DBID uses the revenue from assessments for the beautification of common areas, including trash removal, annual flower planting, seasonal decorations, and district-wide promotional materials, as well as insurance and other administrative costs. The District has experienced a significant increase in costs for basic services such as utilities and common area maintenance over the past few years, resulting in depleted reserves. To correct this downward trend, the DBID Board of Directors proposed the elimination of the assessment exemption for businesses in existence for less than one year as provided in Ordinance No. 03-0. This change is intended to increase annual revenue. The DBID held its annual membership meeting on May 15, 2024, and included the proposal as an item of business. During the meeting, the membership discussed the proposal and considered several options before voting to request the changes detailed in Ordinance No. 2024-25. The DBID seeks to add value for all district members through events and programming that will make the Downtown a unique destination for shoppers.

State law prescribes the process by which BID assessments can be changed. Richland City Council is required to declare its intent to modify the assessments and hold a public hearing. Resolution No. 2024-87 was passed on July 16, 2024 to declare the Council's intent to modify the assessments as requested by the DBID Board of Directors, and set a public hearing date of August 7, 2024 at 6:00 p.m. to take testimony on the matter.

Staff recommends approval of Ordinance No. 2024-25 first reading, by title only.

Fiscal Impact: Eliminating the one-year exemption is expected to increase the City's general fund receipts between \$40 and \$60 per year in administrative fees.

Attachments:

1. Ordinance No. 2024-25
2. July 15, 2024 Downtown Business Improvement District Letter

ORDINANCE NO. 2024-25

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING RICHLAND MUNICIPAL CODE SECTION 3.24.560 AND ELIMINATING THE ONE-YEAR GRACE PERIOD FOR DOWNTOWN BUSINESS IMPROVEMENT DISTRICT SPECIAL ASSESSMENTS.

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to reflect updated processes and procedures; and

WHEREAS, through Ordinance No. 03-07, the Richland City Council established the Downtown Business Improvement District (DBID) on February 6, 2007; and

WHEREAS, Section 1.04 of Ordinance No. 03-07, entitled Exemptions, established a one-year exemption from special assessments for new businesses in the DBID; and

WHEREAS, RCW 35.87A.140 provides a process by which assessments for business improvement districts may be changed; and

WHEREAS, Section 1.15 of Ordinance No. 03-07, entitled Rate Changes, identifies how the DBID, through its Board of Directors, may recommend changes pursuant to RCW 35.87A.140; and

WHEREAS, at its May 8, 2024 annual membership meeting, the DBID's Board of Directors proposed to eliminate the one-year exemption for new businesses, and more than sixty percent (60%) of those present voted in favor of the change as required by Section 1.15 of Ordinance No. 03-07; and

WHEREAS, pursuant to RCW 35.87A.140, proceedings to modify rates or assessments of a business improvement district shall terminate if protest is made by a majority of the businesses in the proposed area that would pay a majority of the proposed increase or additional special assessment; and

WHEREAS, on July 16, 2024, pursuant to Resolution No. 2024-87, the Richland City Council declared its intent to eliminate the one-year exemption from special assessments for Downtown Business Improvement District ratepayers as requested by the DBID Board of Directors and pursuant to RCW 35.87A.140; and

WHEREAS, a public hearing was held on August 7, 2024 at 6:00 p.m. to receive testimony, including any objections by affected ratepayers; and

WHEREAS, the testimony received during the hearing did not amount to sufficient protest under RCW 35.87A.140; and

WHEREAS, RMC 3.24.560, entitled Downtown Business Improvement District Fund – Distributions, prescribes the frequency for the distribution of assessments from the Fund, and requires updating to streamline the distribution process.

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

Section 1. Section 3.24.560 of the Richland Municipal Code, entitled Downtown Business Improvement District Fund – Distributions, as first enacted by Ordinance No. 32-03, and last amended by Ordinance No. 2022-43, is hereby amended as follows:

3.24.560 Downtown business improvement district fund – Distributions.

On the first regular business day of each ~~month~~ quarter, or as soon as practical thereafter, the finance director is authorized, empowered and directed to distribute from the DBID fund the total amount of special assessments collected for the district under RCW 35.87A.130 and Richland Ordinance No. 29-03 during the preceding ~~month~~ quarter.

Section 2. As of the effective date of this Ordinance No. 2024-25, businesses in existence less than one year shall no longer be exempt from DBID special assessments under Section 1.04 of Ordinance No. 03-07. Assessments under Section 1.03 of Ordinance No. 03-07 (Levy of Special Assessments) for each business, multi-family residential, and mixed-use project as described in RCW 35.87A.020(3) shall commence on the date the business or project opens within the district. Section 1.04 of Ordinance No. 03-07 is hereby amended to conform to this Ordinance No. 2024-25.

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

Section 4. 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 5. 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.

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the _____ day of August, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____

RICHLAND DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

July 15, 2024

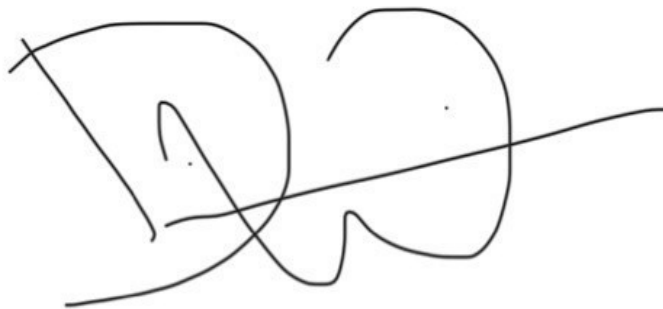
Dear Councilmembers,

The Downtown Business Improvement District held its annual membership meeting on May 15th and voted 11-0 to eliminate the one-year exemption from assessment for new businesses. This change will allow the district to recover costs for maintenance and other expenses that benefit all businesses regardless of time within the district.

The Downtown Business Improvement District is an anchor at the entrance of Richland's downtown and provides a key connection to the waterfront. The district welcomes cruise visitors and eventgoers at John Dam Plaza and Howard Amon Park and is home to long-standing local businesses.

We hope you will support our efforts to make the Downtown Business District a welcoming place for businesses and visitors.
Sincerely,

Darin Warnick, BID Chairperson

A handwritten signature in black ink, appearing to be 'Darin Warnick', written over a horizontal line.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/7/2024

Agenda Category: Items of Business

Strategic Priority 4 - Quality of Life

Subject:

Resolution No. 2024-94, Authorizing a Washington Families Clean Energy Credits Grant through the Washington State Department of Commerce

Department/Office
Energy Services

Ordinance/Resolution Number:
2024-94

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-94, authorizing the City Manager to sign and execute a grant agreement related to Washington Families Clean Energy Credits.

Summary:

Washington State dedicated \$150M to assisting low to moderate income residential households with the state's transition to clean energy. The Washington State Department of Commerce is managing the program through a Washington Families Clean Energy Credits Grant to electric utilities. The initiative will allow electric utility bill credits of up to \$200 per eligible residential household customer. The targeted customers are households having less than 80% of the Benton County area mean income. The total grant award is anticipated to be \$1,025,326.78, and the initiative ends September 15, 2024.

One of the grant conditions requires the City to include the following statement in all materials publicizing the credit opportunity:

"The program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov".

Staff recognizes that this statement may not necessarily reflect the City's position on the Climate Commitment Act.

Fiscal Impact:

The grant program is funded by the Washington State Department of Commerce. The City is allowed to utilize up to five percent (5%) of the grant funds for associated administrative costs.

Attachments:

I. Resolution No. 2024-94

RESOLUTION NO. 2024-94

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A WASHINGTON FAMILIES CLEAN ENERGY
CREDITS GRANT FROM THE WASHINGTON STATE
DEPARTMENT OF COMMERCE.**

WHEREAS, in 2021, the Washington State Legislature passed the Climate Commitment Act (CCA) requiring carbon-emitting entities to participate in a cap-and-invest carbon auction; and

WHEREAS, the required carbon auctions have exceeded the State's forecasts with over \$1.5B generated in the first year; and

WHEREAS, the Washington Families Clean Energy Credits Grant Program was established to assist low- to moderate-income households with cost impacts resulting from the State's mandated clean energy transition; and

WHEREAS, the Washington State Department of Commerce will manage the grant program by providing grant funds to electric utilities for eligible residential customers; and

WHEREAS, the grant program will provide up to \$200 per eligible residential household by September 15, 2024, with priority given to customers at or below 80 percent (80%) area median income or customers who have participated in low-income energy assistance programs since January 1, 2022; and

WHEREAS, the City is allowed to utilize up to five percent (5%) of the grant funds for administrative costs associated with disbursing the grant funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to submit a grant application to the Washington State Department of Commerce's Washington Families Clean Energy Credits Grant Program.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and 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 special meeting on the 7th day of August, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney