



Agenda
City Council Regular Meeting
Tuesday, September 3, 2024
Richland City Hall Council Chambers
625 Swift Boulevard

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

1. Attendance Awareness Month Proclamation
 - Dr. LoAnn Ayers, President & CEO of United Way of Benton and Franklin Counties
2. Hanford Communities Annual Update
 - David Reeploeg, Executive Director of Hanford Communities
3. Richland Police Department Recruitment Video
 - Chris Mason, Richland Police Department Commander
4. 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.

5. Declaring Surplus and Authorizing Relinquishment of a Utility Easement at 1511 Wright Avenue, Resolution No. 2024-121
 - Carlo D'Alessandro, Public Works Director
6. Declaring Surplus and Authorizing Relinquishment of Utility Easements at 1903 Terminal Drive, Resolution No. 2024-122
 - Carlo D'Alessandro, Public Works Director

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:

7. Approval of the August 20, 2024 City Council Regular Meeting Minutes and the August 27, 2024 City Council Workshop Meeting Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

None.

Ordinances - Second Reading & Passage:

8. Ordinance No. 2024-28, Establishing and Dedicating the Right-of-Way for a Portion of George Washington Way
 - Carlo D'Alessandro, Public Works Director

Resolutions - Adoption:

9. Resolution No. 2024-112, Authorizing a Reimbursement Agreement with Union Pacific Railroad Company for Preliminary Engineering Services
 - Carlo D'Alessandro, Public Works Director
10. Resolution No. 2024-113, Authorizing a Water Service Agreement with the Richland School District for a Hanford High School Emergency Irrigation Connection
 - Carlo D'Alessandro, Public Works Director
11. Resolution No. 2024-114, Authorizing Change Order No. 2 to the Construction Contract with Ellison Earthworks LLC for the Truman Avenue Reconstruction and Kennedy Road Water Main Improvements Project
 - Carlo D'Alessandro, Public Works Director
12. Resolution No. 2024-115, Authorizing an Agreement for Design and Engineering Services with Atlas Agro North America Corporation to develop Water Supply Facilities to serve the Atlas Agro Fertilizer Manufacturing Facility
 - Carlo D'Alessandro, Public Works Director
13. Resolution No. 2024-116, Authorizing a Consultant Agreement with RH2 Engineering, Inc. for the Horn Rapids Water Intake Rescreening Project
 - Carlo D'Alessandro, Public Works Director
14. Resolution No. 2024-117, Authorizing a Purchase and Sale Agreement in Support of the South George Washington Way Intersection Improvements Project
 - Carlo D'Alessandro, Public Works Director
15. Resolution No. 2024-118, Authorizing Grant Applications to the Washington State Department of Commerce for 2026 Comprehensive Plan Update Funding
 - Kerwin Jensen, Development Services Director
16. Resolution No. 2024-119, Authorizing a Grant Application to the Washington Traffic Safety Commission for Traffic Safety Law Enforcement Equipment Funding
 - Craig Meidl, Interim Chief of Police
17. Resolution No. 2024-120, Authorizing a Consultant Agreement with Tripepi Smith and Associates, Inc. for a City-wide Communications and Community Engagement Plan
 - Jon Amundson, City Manager

Items - Approval:

None.

Items of Business:

18. Resolution No. 2024-121, Declaring Surplus and Authorizing Relinquishment of a Utility Easement at 1511 Wright Avenue
 - Carlo D'Alessandro, Public Works Director
19. Resolution No. 2024-122, Declaring Surplus and Authorizing Relinquishment of Utility Easements at 1903 Terminal Drive
 - Carlo D'Alessandro, Public Works Director
20. Resolution No. 2024-123, Renaming the Urban Greenbelt Trail to the G. A. Pehrson Urban Greenbelt Trail
 - Christopher Waite, Parks & Public Facilities 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.



Proclamation

WHEREAS, good attendance in school remains essential to student achievement and progress toward graduation; and

WHEREAS, chronic absence – missing ten percent or more of school – is a predictor of academic trouble and dropout rates, and weakens our communities and local economy; and

WHEREAS, all students, even those who show up regularly, are affected by chronic absence because teachers must spend time reviewing for students who missed lessons; and

WHEREAS, student absenteeism can be significantly reduced when schools, parents, and communities work together to monitor and promote good attendance and address hurdles that keep children from participating in school; and

WHEREAS, the Richland City Council hereby reaffirms its commitment to the academic success of all students and encourages all community members to focus on reducing absenteeism so that all children an equal opportunity to learn, grow, and thrive.

NOW THEREFORE, I, Theresa Richardson, by virtue of the authority vested in me as Mayor of the City of Richland, Washington, do hereby proclaim September 2024, as

“Attendance Awareness Month”

in the City of Richland, and I encourage all citizens to support and recognize that good attendance is essential to student achievement and graduation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 3rd day of September, 2024.

Theresa A Richardson

Theresa Richardson, Mayor

City of Richland ANNUAL UPDATE

September 3, 2024



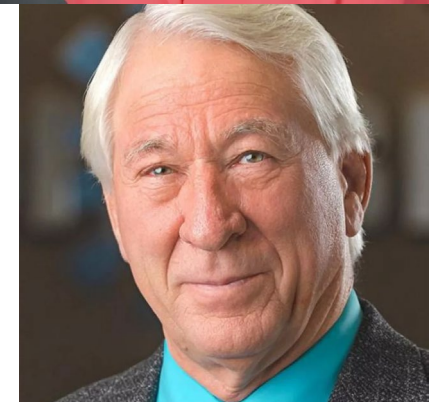
**David
Reeploeg**
Executive Director

About Hanford Communities

- **Formed in 1994**
- **Objectives:**
 - Coordinate local government involvement on Hanford issues
 - Increase public awareness and involvement in Hanford cleanup issues
 - Advocate for community priorities regarding Hanford
 - Provide technical and analytical resources to review, evaluate and monitor conditions and policies at Hanford



- Chair: Councilmember Chuck Torelli | City of Kennewick
- Commissioner Jerome Delvin | Benton County
- Commissioner Clint Didier | Franklin County
- Councilmember Peter Harpster | City of Pasco
- Councilmember Shayne VanDyke | City of Richland
- Councilmember May Hays | City of West Richland
- Commissioner Roy Keck | Port of Benton



Governing Board



- Chair: Mayor Brent Gerry | City of West Richland
- Adam Fyall | Benton County
- TBD | Franklin County
- Erin Erdman | City of Kennewick
- Adam Lincoln | City of Pasco
- Jon Amundson | City of Richland
- Diahann Howard | Port of Benton

Administrative Board

2023 Review

Cleanup

- DFLAW Melter 1 Poured First Batch of “Test” Glass
- TSCR Operation – Over 697,000 Gallons Pretreated
- Over 2 billion Gallons of Groundwater Treated (9th Consecutive Year)
- 324 Building (300-296 Waste Site)
 - Plume larger than expected
 - DOE / Regulators discussing next steps
- Risk Mitigation:
 - WESF – Facility Modifications and Equipment Prep
 - 100-K Area
 - Prep for K Basin Cleanup



2023 Review

Policy

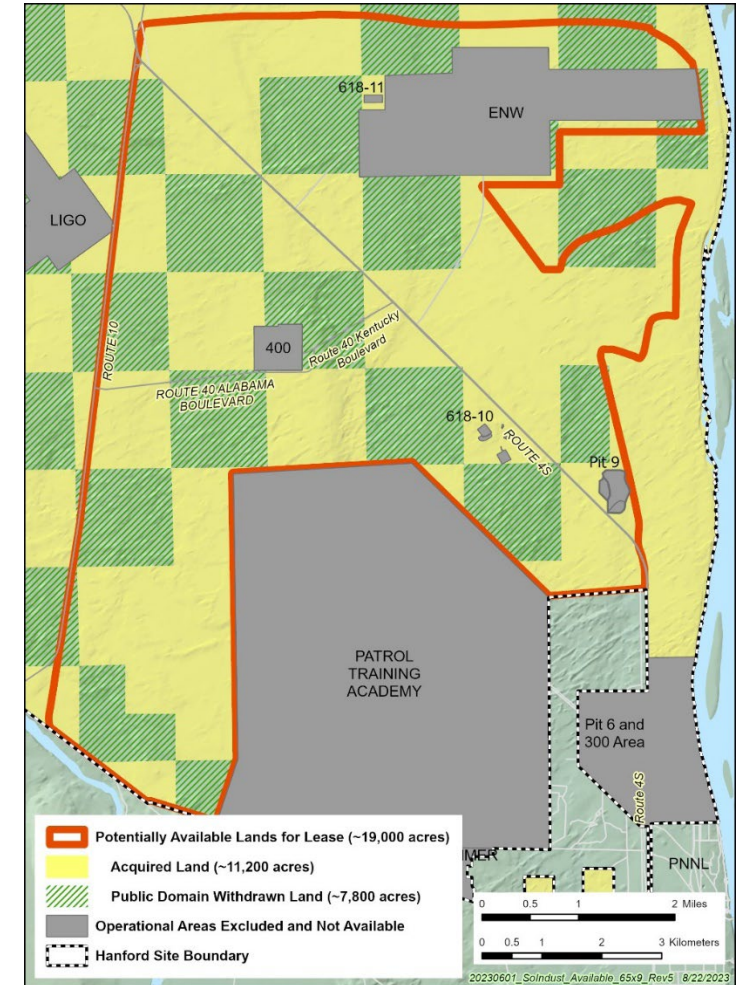
- PILT
- Holistic Negotiations - Conceptual Agreement
- Hanford "Cleanup to Clean Energy" Announcement

Community Engagement

- Added Staff (Bethany Close)
- 3 Local Government Tours of Hanford Cleanup & MAPR
- Quarterly Newsletters and Blog Posts
- Regular Social Media Posts

Manhattan Project National Historical Park (MAPR)

- Over 13,000 Visitors, 53 Countries
- Virtual Tour Created in Anticipation of Maintenance Closure



2024 Overview

Cleanup

- TSCR Operations – 1M Gallon Goal
- DFLAW 2nd Melter Heatup, Facility Startup
- 2,000 Gallon Demonstration Test Bed Initiative
- Continued Sitewide Risk Mitigation
- Integrated Tank Disposition Contract – Transition to H2C?

Policy

- DOE/Ecology/EPA Holistic Negotiations ‘Conceptual Agreement’
- Hanford Future Land Use (Cleanup to Clean Energy)
- 2022 Cost & Schedule Report
 - Active cleanup complete: 2078
 - Estimated cost: \$300B - \$640B

Community Engagement

- “Understanding Hanford” Social Media Campaign & Video Series
- Information Campaign 2,000 Gallon Demonstration (TBI Phase II)
- Website Improvements



2024 Overview

Test Bed Initiative Phase II

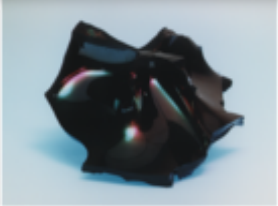
Objective: Demonstrate a new method for handling low-activity tank waste at the Hanford Site building upon successful 2017 three-gallon proof-of-concept demonstration.

Process:

- Use an in-tank pretreatment system (ITPS) to separate and treat 2,000 gallons of waste.
- Store treated waste in shipping containers.
- Sample for compliance.
- Transport for grouting and disposal at out-of-state facilities (Utah and Texas).

Permit Details:

- Research, Development, and Demonstration (RD&D) permit.
- Valid for one year.
- Limited to 2,000 gallons.

DOE's current baseline approach

Glass Hanford Integrated Disposal Facility, Washington
\$21 - \$37 billion

Alternative approach

Grout Several options, including two federal facilities in Washington or Nevada and two commercial facilities in Texas and Utah
\$11 - \$13 billion

Sources: GAO analysis of Department of Energy (DOE) and disposal site documents, photos: DOE, mdbildes/stock.adobe.com. | GAO-22-104365

2024 Updates

Candice Robertson, DOE-EM Senior Advisor (EM-1)

- Nearly 20 years of leadership experience in DOE-EM, including roles as Associate Principal Deputy Assistant Secretary and Chief Communications Officer.
- Served as Senior Advisor to DOE Secretary Jennifer M. Granholm, Deputy Chief of Staff to three DOE Deputy Secretaries, and former Nye County (NV) Commissioner.



2024 Updates

Holistic Settlement Agreement

- Agreement by USDOE, Washington State Department of Ecology, and EPA
 - Focus on Hanford tanks and tank waste
- Voluntary Holistic Negotiations since 2020 led to new and revised cleanup deadlines.
- Public Comment Period May 30 – Sept. 1
 - Public Meetings:**
 - Richland, WA / Microsoft Teams | July 9
 - Olympia, WA / Microsoft Teams | July 10
 - Hood River, OR / Microsoft Teams | July 11
- **Key proposed modifications:**
 - Maintain timelines for low-activity and high-level waste treatment via vitrification
 - Use direct-feed approach for high-level vitrification
 - Build vault storage and a second effluent management facility for high-level waste treatment
 - Utilize grout treatment and permanent out of state disposal of low-activity waste from 22 tanks
 - Reduce the number of single-shell tanks to be retrieved by 2040 from 149 to 49
 - Forbearance of pursuing high-level waste interpretation at Hanford
 - Construct 1-million gallons of additional tank waste storage capacity
 - Develop new technologies for waste retrieval.



Priorities

- Cleanup Funding
- Long-Term Cost & Schedule Reduction
- Sitewide Risk Reduction
- Regulatory Environment
- Hanford Workforce
- Cleanup to Clean Energy Initiative
- Manhattan Project National Historical Park (MAPR)
- Payment in Lieu of Taxes (PILT)
- Economic Development & Diversification
- Hanford Advisory Board (HAB)



THANK YOU!



David Reeploeg

dreeploeg@hanfordcommunities.org

www.HanfordCommunities.org / @HanfordCommunities

**HANFORD
COMMUNITIES**

Hanford Communities 2024 Issue Agenda

Section 1 – Top Priorities

Cleanup Funding

Significant additional resources will be needed for the next several years as tank waste treatment begins at Hanford's Low Activity Waste (LAW) facility, design, engineering and construction moves forward for the High Level Waste (HLW) facility, and remediation/risk mitigation work continues across the Site. Adequate funding must be provided for all of these efforts, not just the ones supporting tank waste treatment. The Administration and Congress should work to proportionately increase the total amount of funding for DOE's Office of Environmental Management (EM) to ensure the additional needs at Hanford don't negatively impact progress at other cleanup sites.

Long-Term Cost and Schedule Reduction

The *2022 Hanford Lifecycle Scope, Schedule and Cost Report* estimates the total cost of cleanup to be between \$300.2 and \$640.6 billion, with active cleanup complete in the year 2078. These projected funding levels are likely not realistically achievable or sustainable. Therefore, DOE, its regulators, tribes, and other key stakeholders should actively seek and achieve alignment on new technologies and approaches that have the potential to safely expedite cleanup while reducing overall costs. These opportunities include utilizing DOE's revised High Level Waste interpretation at Hanford and exploring alternative methods to treat Hanford's supplemental tank waste, beginning with Phase II of the Low-Level Waste Offsite Disposal effort (also called the Test Bed Initiative).

Sitewide Risk Reduction

Sitewide risk reduction is critically important to ensure continued protection of human health and the environment. DOE should therefore move as quickly as possible to complete remediation efforts at the 324 Building, the 100 K Area, and to move the cesium and strontium capsules at the Waste Encapsulation and Storage Facility (WESF) into dry cask storage.

Regulatory Environment

Alignment between DOE, its regulators, tribes and other key stakeholders is critically important in order to enable the most effective and efficient cleanup of the Hanford Site. There have been significant concerns in the past that the regulatory environment created an unnecessary barrier for cleanup progress. This situation appears to be improving, and we encourage DOE and its regulators to continue striving for agreement on priorities, cleanup technologies and approaches, and the appropriate use of regulatory discretion.

Hanford Workforce

There is a recognized need for additional skilled workers across the Tri-Cities, including at the Hanford Site. We encourage DOE and its contractors to continue growing and strengthening their partnerships with local educational institutions, unions, community organizations, and other employers to support community-wide workforce development efforts.

Cleanup to Clean Energy Initiative

As DOE considers options for siting clean energy projects on up to 19,000 acres of Hanford land, we strongly encourage consideration of the community's vision for an 'Advanced Clean Energy Park' in that area (as communicated in TRIDEC's RFI response). Furthermore, we ask that DOE make a significant portion of those acres available for community partners to develop accordingly.

Manhattan Project National Historical Park

Hanford Communities strongly supports efforts to grow and maximize the potential of the Manhattan Project National Historical Park at Hanford, including legislative efforts to expand the Park boundary. We also support efforts to preserve and restore the B Reactor and the pre-Manhattan Project facilities within the Park. During the time that the B Reactor is closed for public tours, we encourage DOE and the National Park Service to focus their efforts on retaining public interest in the Park, including through virtual tours and tours of the pre-Manhattan Project facilities.

Payment in Lieu of Taxes (PILT)

In 1996, DOE entered into agreements with Benton, Franklin, and Grant counties to provide PILT payments based on historical use of the site before the lands were expropriated by the Manhattan Project. PILT funds are distributed by the counties to local entities including school districts, library districts, and hospital districts, among others, to support the provision of basic public services. A new formula for calculating Hanford PILT billings has been implemented. DOE should request adequate resources to fully fund the PILT program in their federal budget request.

Economic Development and Diversification

Hanford Communities supports transferring surplus Hanford assets, including land and facilities back to the community via CFR770 and the local Community Reuse Organization (CRO) to foster creation of private- sector jobs and diversification of the regional economy. Additionally, we encourage TRIDEC and DOE to put in place a new agreement and procedure to replace the incentive funds that TRIDEC previously generated through the TARC program. These incentive funds are critically important to the continued economic growth of our community.

Hanford Advisory Board (HAB)

Hanford Communities encourages the Tri-Party Agencies to ensure that the HAB serves as an important voice for Tri-City community members, Tribal representatives and other key stakeholders to meaningfully make their voices heard regarding Hanford cleanup, and to feel like their time is being well spent. We also encourage DOE to streamline the nomination process for the HAB to ensure appointments are made in a timely manner, and explore expanding membership terms from two years to three.



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, August 20, 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	Absent
Councilmember Jones	Present
Councilmember Lukson	Present
Councilmember Maier	Present (Remote via Zoom)
Councilmember VanDyke	Present
Councilmember Whitten	Present

COUNCILMEMBER JONES MOVED AND COUNCILMEMBER VANDYKE SECONDED THE MOTION TO EXCUSE MAYOR PRO TEM KENT AND COUNCILMEMBER MAIER. MOTION CARRIED 5-0.

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, 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, Public Works Director D'Alessandro, Interim Chief of Police Meidl, and City Clerk Rogers.

Pledge of Allegiance

Councilmember Whitten led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER VANDYKE SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 5-0.

Presentations

1. Park Smart Initiative

Commander Mason of the Richland Police Department (RPD) introduced a public safety video regarding *Park Smart*, the City's initiative aimed at reducing illegal parking in Richland. The public safety campaign is designed to improve parking compliance, enhance public safety, and ensure a smoother flow of traffic throughout the city. The initiative recently launched on social media to educate the community about parking regulations. Starting September 2, 2024, RPD will transition from issuing reminders to enforcing parking regulations through citations.

COUNCILMEMBR MAIER JOINED THE MEETING VIA ZOOM AT 6:06 P.M.

Public Hearing

None.

Public Comments

City Clerk Rogers read the Public Comments procedures.

Diahann Howard - Port of Benton Executive Director, expressed support for adoption of Resolution No. 2024-111, which would authorize a land exchange between the City of Richland and the Port of Benton. Ms. Howard thanked City Manager Amundson, Deputy City Manager Schiessl, and the entire City team for their efforts, and acknowledged that the years of planning, collaboration and partnership have successfully transformed North Richland into an economic development hub for the entire region.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

Minutes

2. Approval of the August 7, 2024 City Council Special Meeting Minutes

Ordinances - First Reading

3. Ordinance No. 2024-28, Establishing and Dedicating the Right-of-Way for a Portion of George Washington Way

Ordinances - Second Reading & Passage

4. 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

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

Resolutions - Adoption

7. Resolution No. 2024-100, Authorizing an Operation and Maintenance Agreement with the Washington State Department of Transportation for the State Route 240 and Village Parkway Intersection
8. Resolution No. 2024-101, Authorizing a Funding Agreement with the U.S. Department of Homeland Security for the 2024-2026 Hazard Mitigation Grant Program
9. Resolution No. 2024-102, Authorizing Purchase and Sale Agreements in Support of the South George Washington Way Intersection Improvements Project
10. Resolution No. 2024-103, Authorizing a Consultant Agreement with Electric Power Systems Inc. for Engineering Design of Sandhill Crane Substation Expansion Project
11. Resolution No. 2024-104, Authorizing an Interlocal Agreement with the Benton Conservation District for the Salmon Power Educational Program
12. Resolution No. 2024-105, Approving Commercial Façade Improvement Program Agreements
13. Resolution No. 2024-106, Approving a Purchase and Sale Agreement with Matson Holdings, LLC for Property located at 2621 Robertson Drive
14. Resolution No. 2024-107, Authorizing an Interlocal Agreement with the U.S. Department of Fish and Wildlife for Wildland Fire Suppression
15. Resolution No. 2024-108, Authorizing an Interlocal Agreement with the Washington State Department of Natural Resources for Wildland Firefighting Aircraft Resources
16. Resolution No. 2024-109, Authorizing an Interagency Agreement with the Washington State Department of Corrections for Mutual Aid on behalf of the Coyote Ridge Corrections Center
17. Resolution No. 2024-110, Authorizing a Consultant Agreement with Remy Corporation for Project Management Services related to the Workday Inc. Enterprise HRIS Implementation Project

Items - Approval

18. Appointment to the Richland Public Facilities District Board: Michael Wiemers and Doug McMakin
19. Appointment to the Tri-City Regional Hotel-Motel Commission: Yesenia Galvez

Expenditures – Approval

20. Expenditures from July 1, 2024 to July 31, 2024 for \$32,866,968.04 including Travel Checks Nos. 20578-20592, Accounts Payable Check Nos. 324796-325935, Accounts Payable Wire Nos. 10145-10191, Payroll Wires & ACH Nos. 14114-14167, Payroll Direct Deposit & Check Nos. 225691-226975, and Pension Check Nos. 6792-6813.

COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER VANDYKE SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THOSE IN FAVOR: MAYOR RICHARDSON, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 6-0.

Items of Business

21. Resolution 2024-111, Authorizing a Land Exchange Agreement with the Port of Benton

Deputy City Manager Schiessl provided an overview of the proposed land exchange with the Port of Benton. He emphasized the longstanding, mutually beneficial relationship between the City and the Port which has contributed to regional economic development. He explained that the idea for the land exchange emerged last year as both parties explored ways to better align their property inventories with their respective missions.

In December 2023, a Memorandum of Understanding (MOU) was authorized by the Port of Benton Commission and the Richland City Council to express their mutual intent to engage in a land exchange.

Deputy City Manager Schiessl outlined that the next steps, which include executing the proposed land exchange agreement and initiating a due diligence period that is intended to run through the end of the year. He utilized a map to show the properties involved in the exchange, highlighting that of the twenty-five (25) properties in play, twenty-three (23) are owned by Port of Benton and two (2) are owned by City of Richland. The land subject to the agreement totals 527 combined acres and is valued at \$36M.

Detailed information can be found in the PowerPoint Presentation included with the agenda packet. Following, the presentation, staff engaged in a question-and-answer session with Council.

COUNCILMEMBER VANDYKE MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2024-111, AUTHORIZING A LAND EXCHANGE AGREEMENT WITH THE PORT OF BENTON. THOSE IN FAVOR: MAYOR RICHARDSON AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 6-0.

Reports and Comments

City Manager

City Manager Amundson announced that the Richland Police Department Foundation will sponsor an event at the Queensgate Target to distribute school supplies on Thursday, August 22, 2024 from 2:00 p.m. to 4:00 p.m. City Manager Amundson thanked the Foundation for its generous donation of items.

City Manager Amundson then provided an overview of the agenda items on the August 27, 2024 workshop meeting agenda, and recommended introducing a new practice at the next scheduled workshop to provide councilmembers with an opportunity to propose topics for future workshop discussions. The new process is intended to allow staff to gauge support and determine whether to pursue further research and development on the topics proposed.

City Council

Councilmember Whitten had no comments.

Councilmember Jones expressed support for removing parking requirements from the Richland Municipal Code, following the example set by the City of Spokane, which eliminated its parking requirements in July. Councilmember Jones emphasized that certain parking regulations hinder development and create difficulties for property owners to utilize their land effectively. Councilmember Jones acknowledged Councilmember Maier for his advocacy on this issue and called for a collaborative discussion among councilmembers, developers, and residents to address the need for updating the RMC to facilitate a conversation on how to develop additional housing.

Councilmember VanDyke reported that the Planning Commission met last week to discuss proposed Land Use and Development Regulations (LUDR) amendments aimed at establishing an agreement between the City, its citizens, and developers. The proposed agreement has been in the works for quite some time, and Council will have an opportunity to review the proposed agreement in the near future. Councilmember VanDyke thanked Planning Manager Stevens and his team for their efforts in developing the proposed agreement.

Councilmember Lukson urged the community to be mindful of the increased traffic and the presence of children crossing streets as the back-to school season begins. He emphasized the importance of being vigilant, adhering to speed limits, and driving safely.

in school zones. Councilmember Lukson also highlighted the City's ongoing efforts to enhance street safety, and called for continued focus on enhancing safety measures to ensure that everyone can travel safely during this busy time.

Councilmember Maier reported that earlier in the day, the Ben Franklin Transit Agency held a special meeting where they extended an offer to a new Chief Executive Officer (CEO) who is expected to begin his employment with BFT on Monday. Councilmember Maier also thanked Councilmember Jones for raising the parking issue and mentioned having many thoughts on the matter. He suggested that the upcoming City Council workshop could be a good opportunity to discuss parking, particularly in areas like the Central Business District.

Mayor

Mayor Richardson made the following comments:

- Noted consensus among councilmembers to have input on future Council workshop agenda items.
- Participated in the interview process to fill two (2) vacant Richland Public Facilities District Board vacancies.
- Attended a ribbon-cutting event for the grand opening of FiiZ at Queensgate.
- Attended a ribbon-cutting event for the grand opening of Pacific Northwest National Laboratories' (PNNL) Grid Storage Launch-Pad (GSL) facility.
- Reminded Council of the upcoming Ironman 70.3 Washington Tri-Cities triathlon event to be held on Sunday, September 22, 2024.

Adjournment

Mayor Richardson adjourned the meeting at 6:54 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Tuesday, August 27, 2024

Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Workshop - 6:00 p.m.

Mayor Pro Tem Kent called the Council workshop to order at 6:00 p.m.

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

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

Agenda Items

1. Richland Public Facilities District Presentation (30 Minutes)

Richland Public Facilities District Board (RPFDB) President Steven Wiley and current members of the RPFDB introduced themselves and shared their backgrounds, areas of expertise, and professional accomplishments. Mr. Wiley also introduced Mr. Dan Boyd, representative of the Reach Foundation and former member of the RPFDB, and Blake Smith, Executive Director of the Arts Center Task Force.

Mr. Wiley provided an overview of the vision and goals of the RPFDB and described current projects and timelines. The two (2) proposed projects included:

- The expansion of the REACH Museum by constructing a STEAM (Science, Technology, Education, Arts, and Music) Education Center in Columbia Park West.
- The construction of a Performing Arts Center in Columbia Park West.

Mr. Wiley outlined the organization's funding strategy for the two (2) proposed projects, its long-term vision, current PFD planned activities, and its efforts to reorganize the administrative structure to better align with the organization's strategic direction.

In conclusion, Mr. Wiley provided an outline of future scheduled workshop meetings and topics of discussion. Additional information can be found in the PowerPoint Presentation.

Following the presentation, Councilmember Jones led by providing Council comments and engaging in a question-and-answer session with Mr. Wiley.

Mayor Pro Tem Kent added that the information presented did not provide any insight into the PFD's financial health and expressed a desire to understand the PFD's financial health to determine whether it is prepared to undertake a new project. Due to the limited time allocated for this agenda item, Mayor Pro Tem Kent invited representatives of the PFD to return in a future workshop meeting to facilitate a more in-depth discussion.

2. 2025 Capital Improvement Program (CIP) (90 Minutes)

City Manager Amundson started the discussion by reminding Council that the information to be presented represents an initial introduction to the development of the 2025 Budget on the capital side.

With the aid of a PowerPoint Presentation, Finance Director Allen provided an overview of the proposed 2025 Capital Improvement Program (CIP) projects. Finance Director Allen reminded Council that the current CIP is still in its preliminary stages. Changes are expected before the final numbers are determined since decisions are still being made regarding affordability, availability of funding sources, and necessary projects for 2025.

Sixty (60) projects are currently proposed in the 2025 CIP totaling approximately \$88M. This is an increase compared to last year's fifty-two (52) projects, which amounted to \$48M. Finance Director Allen pointed out that the significant change is mainly due to two (2) large projects in the capital plan, each valued at around \$30M.

Energy Services Director Whitney, Development Services Director Jensen, Parks & Public Facilities Director Waite, and Public Works Director D'Alessandro presented an overview of their respective department's CIP projects and projected costs, with Deputy City Manager Schiessl reporting on the municipal CIP projects. Funding per project type is as follows:

- \$11,874,000 - Electric
- \$13,565,327 - Municipal
- \$2,212,000 - Parks & Public Facilities
- \$8,939,988 - Transportation
- \$15,160,000 - Waterfront
- \$36,529,000 - Water, Wastewater, Stormwater and Solid Waste projects

Council provided comments and engaged in a question-and-answer session with staff throughout the presentation. City Manager Amundson shared that the CIP projects are detailed and published on the City's website.

City Manager Amundson clarified that none of the proposed projects require an increase in utility rates, with one possible exception being the landfill expansion project, which is estimated at \$15M. If the City is unsuccessful in obtaining a loan from the Public Works Trust Fund, further discussions with Council will be needed to discuss the urgency and funding needs for the landfill expansion, which could possibly lead to a rate increase.

City Manager Amundson added that while no increases are expected related to the proposed capital improvement projects, an increase will be recommended for ambulance utility rates to meet future funding needs for the Richland Fire Department. This recommendation will be included in the proposed 2025 Budget in October.

At Mayor Pro Tem Kent's request, Finance Director Allen provided an overview of the timeline for the 2025 Budget adoption.

Future Workshop Agenda Items

Mayor Pro Tem Kent opened the floor for suggestions on possible future Council workshop agenda items.

Councilmembers offered suggestions on possible workshop topics with multiple members citing an interest in parking policies and zoning amendments related to high-density housing. City Manager Amundson provided an overview of workshop agenda items slated for the September and October workshop meetings and suggested scheduling the two (2) proposed topics for the January workshop meeting.

Councilmember Maier expressed concern that the Council might be limiting itself by not scheduling workshop meetings in November and December and suggested adding another workshop meeting in November if a majority of Council agreed. City Manager Amundson proposed that staff could prepare several potential options for additional workshops, starting in November or December, depending on Council's preference.

Closing Comments

Mayor Pro Tem Kent thanked staff for delivering a high-quality 2025 CIP presentation. She also thanked representatives from the RPF and the REACH for their contributions and insights regarding their strategic plans.

Adjournment

Mayor Pro Tem Kent adjourned the meeting at 7:56 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/3/2024

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority I - High Performance Government

Subject:

Ordinance No. 2024-28, Establishing and Dedicating the Right-of-Way for a Portion of George Washington Way

Department/Office
Public Works

Ordinance/Resolution Number:
2024-28

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2024-28, establishing and dedicating right-of-way for a portion of George Washington Way.

Summary:

The City owns and manages a system of public street rights-of-way for the benefit of residents and visitors. The Richland Municipal Code (RMC) provides for dedication of public street right-of-way by approval of a final plat or by ordinance. The City owns property adjacent to George Washington Way, a portion of which is needed for the South George Washington Way Intersection Improvement project. Although this portion of city property has historically been used as a city street, action is needed to officially dedicate the portion of city property as public right-of-way so that it can be included in the upcoming street improvement project.

An ordinance is required to dedicate city property as public street right-of-way. The City's best interests are served by dedicating the described property as public street right-of-way to enable the successful execution of the South George Washington Way Intersection Improvements project.

Staff recommends approval of Ordinance No. 2024-28 for second reading and passage.

Fiscal Impact: None.

Attachments:

I. Ordinance No. 2024-28

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
625 Swift Boulevard, MS-07
Richland, WA 99352

ORDINANCE NO. 2024-28

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
ESTABLISHING AND DEDICATING THE RIGHT-OF-WAY FOR
A PORTION OF GEORGE WASHINGTON WAY.**

WHEREAS, the City owns and manages a system of public street rights-of-way for the benefit of the City's residents and visitors; and

WHEREAS, the City may receive dedications of new public street rights-of way through land development activity or by ordinance; and

WHEREAS, the City owns land in fee adjacent to George Washington Way, a portion of which is required for part of a city street improvement project; and

WHEREAS, an ordinance is required to dedicate the portion of city property as public street right-of-way; and

WHEREAS, the City's best interests are served by completing dedication of a portion of the property as street right-of-way to enable improvements to south George Washington Way.

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

Section 1. The portion of property depicted by hatching on **Exhibit A** and legally described in **Exhibit B**, both attached hereto and incorporated herein by this reference, is hereby dedicated as public street right-of-way.

Section 2. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and the attached Exhibits, duly certified by the Clerk as a true copy.

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 3rd day of September, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

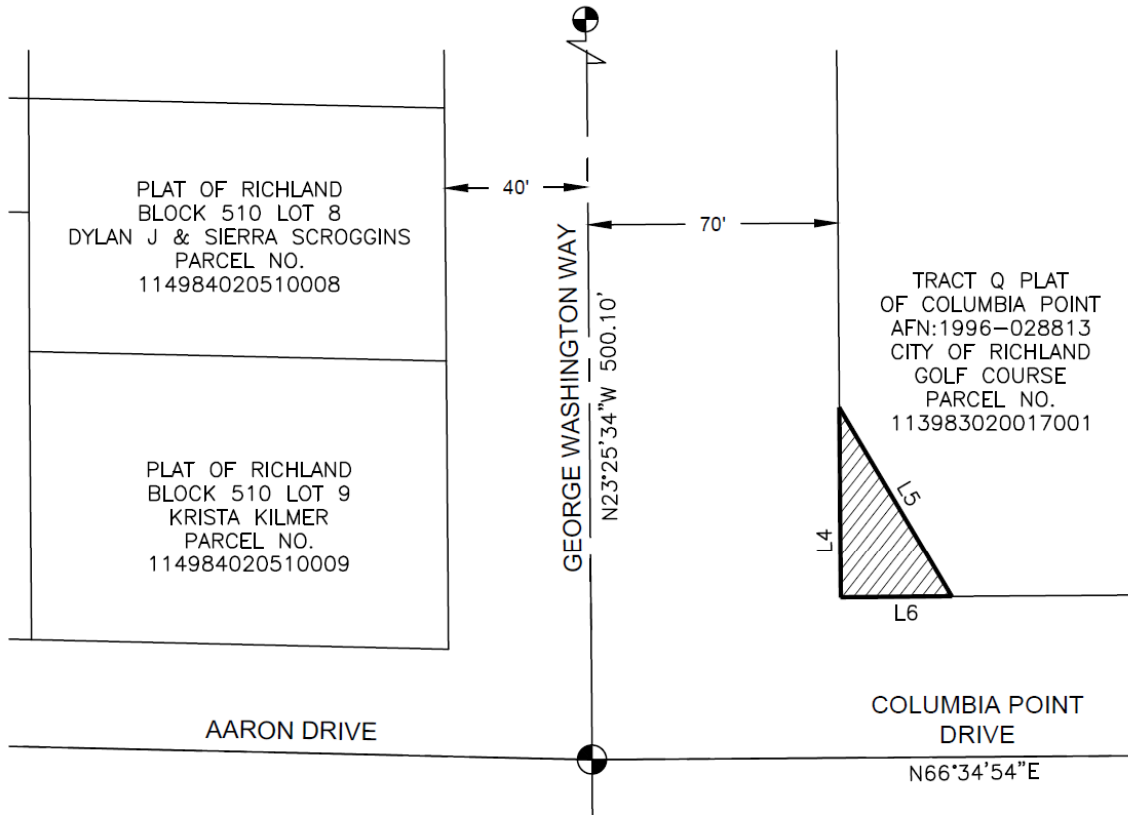
First Reading: August 20, 2024

Second Reading: September 3, 2024

Date Published: September 8, 2024

EXHIBIT A

CITY OF RICHLAND
RIGHT-OF-WAY ACQUISITION
CITY OF RICHLAND PARCEL
MAP TO ACCOMPANY LEGAL DESCRIPTION



Line Table		
Line #	Length	Direction
L4	53.41	N23°25'34"W
L5	61.80	S53°36'54"E
L6	31.08	S66°34'54"W



2245 Robertson Drive
Richland, Washington
99354 OFFICE 509-375-4123
FAX 509-371-0999

JOB#21144



NTS



EXHIBIT B
Legal Description

The following description is based on NAD83(2011) Washington State Plane Coordinate system, South Zone, distances written in US survey feet, ground.

A Portion of Tract Q, according to the Plat of Columbia Point, filed under Auditor's File Number 1996-028813 records of Benton County, Washington, situate in Section 14, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, hereby dedicated for public road right-of-way purposes being more particularly described as follows:

Beginning at a point on the Southeasterly right-of-way of a public road known as George Washington Way, said point also being the Southwesterly corner of said Tract Q; Thence North $23^{\circ}25'34''$ West along the westerly line thereof a distance of 53.41 feet; Thence South $53^{\circ}36'54''$ East a distance of 61.80 feet to a point on the Northerly right-of-way of a public road known as Columbia Point Drive; Thence South $66^{\circ}34'54''$ West along the Northerly Line thereof a distance of 31.08 feet to the **True Point of Beginning**.

Contains 830 sf, more or less.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/3/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-112, Authorizing a Reimbursement Agreement with Union Pacific Railroad Company for Preliminary Engineering Services

Department/Office
Public Works

Ordinance/Resolution Number:
2024-112

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-112, authorizing the City Manager to sign and execute a reimbursement agreement with Union Pacific Railroad Company for preliminary engineering services related to the Steptoe Street and Tapteal Drive Intersection Improvements Project.

Summary:

On July 2, 2024, Richland City Council adopted Resolution No. 2024-83 authorizing an interlocal agreement with the Port of Benton for the Steptoe Street and Tapteal Drive Intersection Improvements Project (the "Project").

Because the Project affects an existing at-grade railroad crossing, RCW 81.53.060 requires the City to file a petition with the Washington Utilities and Transportation Commission (WUTC) and receive approval prior to beginning construction of the Project. The WUTC administrative process requires input from railroad companies operating on the Port of Benton railroad.

The Union Pacific Railroad Company (UPRR) is a Class I railroad operating on Port of Benton railroad tracks at the Project location. UPRR requires compensation for its design review of the Project. Costs for reimbursement to UPRR will be shared between the City of Richland and the Port of Benton according to the terms of the above-referenced interlocal agreement.

The City's best interests are served by executing an agreement with UPRR to support the successful delivery of the Project.

Staff recommends adoption of Resolution No. 2024-112.

Fiscal Impact:

The proposed agreement with UPRR is estimated at \$60,000. The Port of Benton will contribute up to \$27,773 towards the total cost (recognizing a previous investment of \$72,267 by the Port of Benton in this intersection). The North Steptoe Street and Tapteal Drive Improvements project has remaining CIP funding of just over \$7,500. The estimated remaining balance of \$24,700 will be funded through the City's Railroad Maintenance Operating budget, which has current capacity of \$42,000.

Attachments:

1. Resolution No. 2024-112
2. Proposed Funding Agreement - Union Pacific Railroad Company

RESOLUTION NO. 2024-112

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A REIMBURSEMENT AGREEMENT WITH
UNION PACIFIC RAILROAD COMPANY FOR PRELIMINARY
ENGINEERING SERVICES.**

WHEREAS, on July 2, 2024, Richland City Council approved Resolution No. 2024-83, authorizing an interlocal agreement with the Port of Benton for the Steptoe Street and Tapteal Drive Intersection Improvements Project (the “Project”); and

WHEREAS, RCW 81.53.060 requires the City to file a petition with the Washington Utilities and Transportation Commission (WUTC) and receive approval before commencing construction of the Project; and

WHEREAS, the WUTC administrative process requires input from railroad companies operating on the Port of Benton railroad; and

WHEREAS, the Union Pacific Railroad Company (UPRR) is a Class 1 railroad company operating on the Port of Benton railroad tracks at the Project location; and

WHEREAS, UPRR requires compensation for its design review of the Project; and

WHEREAS, costs for reimbursement to UPRR are shared between the City of Richland and the Port of Benton per the terms of the interlocal agreement (*see* Richland Contract No. 331-24); and

WHEREAS, the City’s best interests are served by executing a reimbursement agreement with UPRR to successfully support delivery of the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a reimbursement agreement with Union Pacific Railroad Company for preliminary engineering services related to the Steptoe Street and Tapteal Drive Intersection Improvements Project

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of September, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date:

Estimate: \$60,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CITY OF RICHLAND, WASHINGTON (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's operations at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications, and prepare material and force cost estimates for any Project related work performed by Railroad.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF RICHLAND, WASHINGTON

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Amber Stoffels
Printed Name

Title

Manager I, Industry & Public Projects
Title

Exhibit A

Project Description and Location

Project Description

City of Richland, WA proposes to modify the existing crossing at the location referred to below. Including creation of a 4 leg intersection, installation of a roadway medians, installation of pedestrian crosswalks on both sides of the crossing and replacement of traffic control devices.

Location

Richland Industrial Lead

DOT	Crossing Type	Milepost	Street Name
310397T	Public	0.901	Steptoe Road

Exhibit B

Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification, and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C
Billing Contact Information

Name	Kristin Rawlinson
Title	Public Works Budget and Contracts Analyst
Address	625 Swift Boulevard, MS-26, Richland, WA 99352
Work Phone	(509) 942-7466
Cell Phone	
Email	krawlinson@ci.richland.wa.us
Agency Project No.	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/3/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-113, Authorizing a Water Service Agreement with the Richland School District for a Hanford High School Emergency Irrigation Connection

Department/Office
Public Works

Ordinance/Resolution Number:
2024-113

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-113, authorizing the City Manager to sign and execute a Water Service Agreement with the Richland School District for an emergency irrigation connection at Hanford High School.

Summary:

Chapter 18.24 of the Richland Municipal Code (RMC) sets rates for measured water consumption and facilities assessment charges depending on the size of the water meter. Chapter 18.24 RMC includes connection fees and service rates for typical new customer demands, but requires that large new demands be considered through negotiated contracts.

The Richland School District has a current irrigation water source connection through an agreement with Washington State University (WSU). The Richland School District is performing an irrigation project at Hanford High School located at 450 Hanford Street to create a secondary connection with the City for emergency use in case of loss of water supply service from its existing WSU source (the "Project"). The Richland School District's need for water supply can be accommodated by the City's potable water system without the need for special equipment or procedures, and the requested water connection for the Project warrants a negotiated contract per the RMC. The City and the Richland School District have negotiated agreeable terms for the service.

Staff recommends adoption of Resolution No. 2024-113.

Fiscal Impact: The payment of the agreed upon Facilities Assessment Fees by the Richland School District will be adequate to offset the required infrastructure improvement costs.

Attachments:

1. Resolution No. 2024-113
2. Proposed Water Service Agreement - Richland School District

RESOLUTION NO. 2024-113

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A WATER SERVICES AGREEMENT WITH THE
RICHLAND SCHOOL DISTRICT FOR THE 2024 HANFORD HIGH
SCHOOL EMERGENCY IRRIGATION CONNECTION.**

WHEREAS, Chapter 18.24 of the Richland Municipal Code (RMC) sets rates for measured water consumption and facilities assessment charges depending on the size of the water meter; and

WHEREAS, Chapter 18.24 RMC includes connection fee and service rates for typical new customer demands, but indicates that large new demands will be considered through negotiated contracts; and

WHEREAS, the Richland School District (“School District”) currently has an irrigation water source connection through an agreement with Washington State University; and

WHEREAS, the School District is performing an irrigation project at Hanford High School located at 450 Hanford Street to create an emergency connection with the City in case of loss of water supply service from its existing source (the “Project”); and

WHEREAS, the School District’s need for water supply can be accommodated by the City’s potable water system without the need for special equipment or procedures, but the requested water connection for the Project is large enough to warrant a negotiated contract per the RMC; and

WHEREAS, the City and School District have negotiated terms of service for the new emergency irrigation water service.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Water Services Agreement with the Richland School District for the 2024 Hanford High School Emergency Irrigation Connection.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of September, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**WATER SERVICES AGREEMENT
PURSUANT TO TITLE 18 RMC**

Re: 2024 Hanford High School Emergency Irrigation Connection

This Water Services Agreement ("Agreement") is made and entered into on this ____ day of _____, 2024, by and between the **City of Richland**, a Washington municipal corporation (hereinafter referred to as "City" or "Richland"), and **Richland School District No. 400**, a political subdivision of the State of Washington with service at 6972 Keene Road, West Richland (hereinafter referred to as the "School District"). City and School District are referred to collectively throughout this Agreement as the "Parties."

I. RECITALS

WHEREAS, School District currently has an irrigation water source connection through an agreement with Washington State University; and

WHEREAS, School District is performing an irrigation project at Hanford High School located at 450 Hanford Street to create an emergency connection with City in case of loss of water supply service from its existing source (the "Project"); and

WHEREAS, Title 18 of the Richland Municipal Code (RMC) includes connection fee and service rates for typical new customer demands, but indicates that large new demands will be considered through negotiated contracts; and

WHEREAS, School District's need for water supply can be accommodated by the City's potable water system without the need for special equipment or procedures, but the requested water connection for the Project is large enough to warrant a negotiated contract per the RMC; and

WHEREAS, City and School District have negotiated terms of service for the new emergency irrigation water service.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and School District do hereby agree as follows:

II. AGREEMENT

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into this Agreement by reference.

2. **Terms and Conditions.**

- a. **Water Services.** School District seeks a new water service from City to serve as an emergency irrigation water source. City has confirmed its ability to provide this service. Except as described in section 2.b. below, City's service will be in accordance with Title 18 RMC.
- b. **Facilities Assessment Fees - Water.** Per RMC 18.24.050, School District shall pay a Water Facilities Assessment of \$32,000 for a new service connection to City's water

supply system based on the value of water system infrastructure required to provide the necessary instantaneous demand to the customer's facility. School District's new connection estimated instantaneous water demand is 900 gallons per minute (gpm) for irrigation use. The City's codified fees are based on a base unit instantaneous capacity of 25 gpm. The facilities assessment fee due for the Project is based on the 900 gpm water demand. The rate is also discounted since the connection is for emergency use only and service will therefore be intermittent.

- c. **Fee Payment.** School District shall remit the water system facility assessment fee to City on or before the tenth (10th) business day after full execution of this Agreement.
 - d. **Permits.** School District shall obtain a construction permit from City to perform the Project per Chapter 12.08 RMC Right-of-Way Construction. School District's application for a right-of-way permit constitutes a separate transaction and nothing contained herein shall be construed as permit authorization.
 - e. **Utility Services Rates.** Potable water service for the emergency irrigation connection at Hanford High School shall be billed according to the large user rates published in Title 18.24 RMC. Utility rates are established by the Richland City Council. City reserves the right to adjust rates for services provided to School District based on an analysis of the cost of service. City will provide no less than ninety (90) days' written notice in advance of Council action to adjust water rates.
 - f. **Emergency Connection Only.** Upon approval of the Project pursuant to section 2.d. herein, the City shall remove or lock out the emergency water meter to prevent its non-emergency use by School District. Reinstallation/unlocking of the meter and use of the irrigation connection shall only be permitted upon notification by School District of an emergency need. School District shall make all reasonable efforts to re-establish a non-emergency connection for water service while using the City's emergency connection. School District shall promptly notify City upon re-establishing a non-emergency connection so City can again remove/lock-out the emergency water meter.
3. **Title 18 RMC Controls.** Except as expressly identified herein, the City's provision of water service to School District shall be governed by Title 18 RMC. School District's failure to abide by the provisions of the RMC as written, or as hereafter amended, may result in enforcement action and/or penalties as described under the RMC, and/or termination of this Agreement.
4. **Indemnification.** School District shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of School District or School District's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
5. **Term of Agreement.** This Agreement shall be effective as of the date first written above, and shall remain in effect until terminated as provided below:
- a. **Termination Without Cause:** Either Party may terminate this Agreement upon twelve (12) months' written notice to the other Party. School District consents to all actions necessary for City to sever the water connection upon termination of this Agreement.

6. **Notice.** All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed via regular U.S. Mail or personally delivered to the attention of the individual or position identified below. The Parties may, upon mutual agreement, determine to accept notice via email.

City of Richland:

Carlo D'Alessandro
Public Works Director
625 Swift Blvd.
Richland, WA 99352
(509) 942-7500
cdalessandro@ci.richland.wa.us

Richland School District:

Richard Krasner
Director of Operations
701 Stevens Ave.
Richland, WA 99352
(509) 967-6112
richard.krasner@rsd.edu

7. **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. School District expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
8. **Legal Relationship.** No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither Party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the Parties hereto shall be joint and several if entered into by more than one person.
9. **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.
10. **Assignment.** School District shall not assign, convey or transfer this Agreement or any interest herein without the prior written consent of City. Any assignment made without City's consent is null and void, and shall not relieve School District of any liability or obligation hereunder.
11. **Exhibits.** All exhibits attached hereto shall be incorporated by reference as if set out in full herein.
12. **Captions.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.
13. **Binding Effect.** Regardless of which Party prepared or communicated this Agreement, this Agreement shall be of binding effect between City and School District only upon its execution by an authorized representative of each such Party, and after receiving approval of the Richland City Council.

14. **Warranty of Authority.** The persons executing and delivering this Agreement on behalf of School District and City each represent and warrant that each of them is duly authorized to do so, and that execution of this Agreement is the lawful and voluntary act of the person or entity on whose behalf they purport to act.
15. **Legal Action.** In the event legal action is necessary to enforce any of the provisions of this Agreement, the Parties agree that the prevailing party will be awarded its reasonable attorney's fees and costs in action.
16. **Construction.** The Parties acknowledge that each Party and its counsel have reviewed this Agreement with opportunity to comment, and that the normal rule of construction providing that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto.
17. **Complete Agreement.** This Agreement represents and contains the entire understanding between the Parties. The Parties acknowledge that no other oral or written collateral agreements, understandings, or representations exist outside of this document, with the exception of any documents expressly incorporated by reference in this Agreement. Any prior agreements, whether verbal or written, not specifically referred to in this Agreement are hereby terminated.
18. **Modification.** This Agreement may be modified only in writing executed by the duly-authorized representative of each Party.
19. **Counterpart Originals.** Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

[Signature Page to Follow]

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

CITY OF RICHLAND

RICHLAND SCHOOL DISTRICT

Jon Amundson, ICMA-CM
City Manager

Dr. Shelley Redinger, Superintendent

Attest:

Attest:

Jennifer Rogers, City Clerk

Richard Krasner, Director of Operations

Approved as to form:

Approved as to form:

Heather Kintzley, City Attorney

Counsel for RSD



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/3/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-114, Authorizing Change Order No. 2 to the Construction Contract with Ellison Earthworks LLC for the Truman Avenue Reconstruction and Kennedy Road Water Main Improvements Project

Department/Office
Public Works

Ordinance/Resolution Number:
2024-114

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-114, authorizing the City Manager to sign and execute Change Order No. 2 to Contract No. 84-24 with Ellison Earthworks LLC in the amount of \$33,508.14.

Summary:

On February 20, 2024, pursuant to Resolution No. 2024-25, the City awarded Contract No. 84-24 to Ellison Earthworks LLC for the Truman Avenue Reconstruction and Kennedy Road Water Main Improvements Project (the "Project").

On July 2, 2024, Richland City Council adopted Resolution No. 2024-85, authorizing Change Order No. 1 to Contract No. 84-24 with Ellison Earthworks LLC in the amount of \$218,890.67 to resolve unanticipated issues arising during construction of the Project.

The construction costs exceed the authorized value of Change Order No. 1. The additional costs are the result of necessary streetlight relocation due to conflict with utility conduits and the final balancing of item quantities to complete the Project. The budget, which includes funding from the Pavement Preservation Program and the Water Utility Fund, is sufficient to cover the increased project costs.

The City's best interests are served by executing Change Order No. 2 to Contract No. 84-24 to fairly compensate Ellison Earthworks LLC for the necessary additional work.

Staff recommends adoption of Resolution No. 2024-114.

Fiscal Impact: Change Order No. 2 is valued at \$33,508.14. Approximately \$649,000 is available in the 2024 Water Distribution System Repair and Replacement Capital Improvement Program to fund the value of this change order.

Attachments:

1. Resolution No. 2024-114
2. Proposed Change Order No. 2 to Contract No. 84-24

RESOLUTION NO. 2024-114

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING CHANGE ORDER NO. 2 TO THE
CONSTRUCTION CONTRACT WITH ELLISON EARTHWORKS
LLC FOR THE TRUMAN AVENUE RECONSTRUCTION AND
KENNEDY ROAD WATER MAIN IMPROVEMENTS PROJECT.**

WHEREAS, pursuant to Resolution No. 2024-25, the City awarded a construction contract to Ellison Earthworks LLC for the Truman Avenue Reconstruction and Kennedy Road Water Main Improvements Project (*see* Richland Contract No. 84-24); and

WHEREAS, on July 2, 2024, Richland City Council approved Resolution No 2024-85, authorizing a change order in the amount of \$218,890.67 to resolve unanticipated issues arising during construction of the project; and

WHEREAS, construction costs exceeded the authorized value of Change Order No. 1 because of additional costs associated with street light relocation due to conflict with utility conduits, and final increases and decreases of miscellaneous item quantities to complete the project; and

WHEREAS, the project budget, which includes funding from the Pavement Preservation Program and the Water Utility Fund, is sufficient to cover the increased project costs; and

WHEREAS, the City's best interests are served by executing a change order to Contract No. 84-24 to fairly compensate Ellison Earthworks LLC for the necessary additional work.

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. 2 to Contract No. 84-24 in the amount of \$33,508.14.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of September, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



Public Works Contract Change Order

Project: **Truman Avenue and Kennedy Road Water Main Improvements**

Change Order No: **2**

Contractor: **Ellison Earthworks, LLC**

Date: **9/3/2024**

Grant Number: **NA**

Contract Number: **84-24**

PO: **22400266**

Reason for Change:

☐ 1-Contractor Request/Claim ☒ 2-City Requested ☐ 3-Unforeseen Condition ☒ 4-Design Error

Change Description: (Describe the change(s) and the reason(s) for the change)

Incorporate Field Order 5 into the Contract by reference and final true-up of contract quantities to actuals in preparation for contract closeout.

All terms & conditions defined in the Contract Documents & Change Orders issued to date remain in effect unless otherwise state herein.

The following adjustments, if any, to the Contract Sum and Contract Time constitute the complete and final settlement of all costs of labor, materials, equipment, overhead, fee, and damages, whether direct, indirect, and any other claim by the Contractor, as a result of the change.

Contract Summary:

Original Contract Amount:	\$	983,090.51
Previous Change Orders:	\$	218,890.67
This Change Order:	\$	33,508.14
New Contract Amount:	\$	1,235,489.32
Total % of Change Orders		25.67%

Schedule Summary:

working days

Original Contract Duration:	Days
Previous Added Days:	Days
This Change Order:	Days
New Contract Duration:	Days
Contract Expiration Date:	

Execution of this Change Order by the Contractor constitutes the Contractor's irrevocable acceptance of all the terms hereof, including the above described adjustments, if any, in the Contract Sum and Contract time. This Contract Change Order is hereby incorporated into and becomes part of the Contract Documents.

Approved:

Interim Public Works Director

Authorized Signature

Carlo D'Alessandro

Print Name

Date

City Manager

Authorized Signature

Jon Amundson

Print Name

Date

Contractor:

Authorized Signature

Kory Ellison

Print Name

Date

Distribution: City Clerk's Office (Original)
Public Works - Contract Files (Copy)
Finance - Budget Analyst (Copy)

Finance - Accountant (Copy)
Contractor - Page 1 only (Copy)
Purchasing - Page 1 only (Copy)



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/3/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 1 - High Performance Government

Strategic Priority 3 - Focused Development

Subject:

Resolution No. 2024-115, Authorizing an Agreement for Design and Engineering Services with Atlas Agro North America Corporation to develop Water Supply Facilities to serve the Atlas Agro Fertilizer Manufacturing Facility

Department/Office
Public Works

Ordinance/Resolution Number:
2024-115

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-115, authorizing the City Manager to sign and execute an agreement for payment of design and engineering services with Atlas Agro North America Corporation to develop water supply facilities to serve the Atlas Agro North America Corporation fertilizer manufacturing facility.

Summary:

The City of Richland provides potable and non-potable water service to residential, commercial and industrial customers as defined in Title 18 of the Richland Municipal Code. Atlas Agro North America Corporation ("Atlas Agro") has proposed developing a fertilizer manufacturing facility in city limits. The Atlas Agro facility requires a form of water supply not defined in Title 18 RMC. Specifically, Atlas Agro's facility requires year-round non-potable water service, a type of service which the City does not presently provide. However, the City's water resource holdings and facilities are well-suited to provide the service Atlas Agro requires.

To make this happen, the City's non-potable water delivery facilities must be modified to fulfill Atlas Agro's required service needs. RMC 18.24.030 authorizes negotiation of contracts for water service based on economic development benefits, which the Atlas Agro project will provide. The City will expend significant resources to prepare its non-potable water facilities to service the Atlas Agro facility, and to develop contractual terms of service for Atlas Agro's unique water supply requirement.

Through Resolution No. 2024-75, Council authorized an MOU between the City and Atlas Agro outlining a process and funding to advance development of the facility modifications needed to produce the requested water supply. Consistent with the expectations of the MOU, the City and Atlas Agro have negotiated a Design and Engineering Services Agreement as the first step toward development of the needed water supply facilities. The Design and Engineering Services Agreement requires Atlas Agro to fully fund the City's efforts to advance the planning for the needed water supply facilities.

The City's best interests are served by entering into a Design and Engineering Services Agreement with Atlas Agro whereby Atlas Agro funds the development of the City's facility modifications and development of the terms of water service to the Atlas Agro facility. Staff recommends adoption of Resolution No. 2024-115.

Fiscal Impact: None. This agreement is intended to offset the fiscal impact of the necessary design and engineering services needed to support development of required water supply facility improvements.

Attachments:

1. Resolution No. 2024-115
2. Proposed Design and Engineering Agreement - Atlas Agro
3. June 2024 Water Services MOU with Atlas Agro (Contract No. 222-24)

RESOLUTION NO. 2024-115

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING AN AGREEMENT WITH ATLAS AGRO NORTH AMERICA CORPORATION FOR DESIGN AND ENGINEERING SERVICES FOR THE DEVELOPMENT OF WATER SUPPLY FACILITIES SERVING THE ATLAS AGRO FERTILIZER MANUFACTURING FACILITY.

WHEREAS, the City of Richland provides potable and non-potable water service to residential, commercial and industrial customers as defined in Title 18 of the Richland Municipal Code (RMC); and

WHEREAS, Atlas Agro North America Corporation (“Atlas Agro”) has proposed developing a fertilizer manufacturing facility in the Northwest Advanced Clean Energy Park; and

WHEREAS, the Atlas Agro facility requires a form of water supply not defined in Title 18 RMC. Specifically, Atlas Agro’s facility requires year-round non-potable water service, a type of service the City does not presently provide; and

WHEREAS, the City’s water resource holdings and facilities are well-suited to provide the service Atlas Agro requires; and

WHEREAS, the City’s non-potable water delivery facilities must be modified to fulfill Atlas Agro’s required service needs; and

WHEREAS, RMC 18.24.030 authorizes negotiation of contracts for water service based on economic development benefits, which the Atlas Agro project will provide; and

WHEREAS, the City will expend significant resources to prepare its non-potable water facilities for service to the Atlas Agro facility and to prepare the terms of service for the water supply to the Atlas Agro facility; and

WHEREAS, pursuant to Resolution No. 2024-75, approved by Richland City Council on June 4, 2024, the City and Atlas Agro entered into a Memorandum of Understanding providing a process and funding to advance the development of water supply facilities to the Atlas Agro facility; and

WHEREAS, pursuant to the Memorandum of Understanding, the City and Atlas Agro have negotiated a Design and Engineering Services Agreement as the first step toward development of the needed water supply facilities. The Design and Engineering Services Agreement requires Atlas Agro to fully fund the City’s efforts to advance the planning for the needed water supply facilities; and

WHEREAS, the City’s best interests are served by entering into a Design and Engineering Services Agreement with Atlas Agro whereby Atlas Agro funds development of the City’s facility modifications and development of the terms of water service to the Atlas Agro facility.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Design and Engineering Services Agreement with Atlas Agro North America Corporation for the development of water supply facilities serving the Atlas Agro North America Corporation fertilizer manufacturing facility.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of September, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**ATLAS AGRO WATER SERVICE
MEMORANDUM OF UNDERSTANDING**

The MOU is an agreement to negotiate in good faith the terms and conditions of the Definitive Agreements (described in #4 – 7 below) needed for the City of Richland (City) to provide water service to the Atlas Agro Project.

1. Nonbinding. The Mou does not bind either Party to: (i) execute any Definitive Agreements; (ii) execute any agreements with, or incur any financial obligation to, any third parties; or (iii) complete the Project.
 - a. Exception: Customer Payment Obligation is Binding. The MOU does create a binding obligation on Atlas Agro (the Customer) to reimburse the City for certain costs and expenses incurred pursuant to the MOU as described in #3 below.
2. Term and Termination. This MOU becomes effective upon execution by both Parties and terminates on the earlier of: (i) the date that either Party gives written notice of termination; or (ii) the date on which all Definitive Agreements have been executed by both Parties.
3. Reimbursement of City Expenses. Atlas Agro will reimburse the City for all costs and expenses reasonably and prudently incurred by the City in connection with the planning for and design of facilities necessary to provide water service to the Atlas Agro Project prior to entering into Definitive Agreements. Such costs may include, but are not limited to administrative costs to retain consultants and engineers as well administrative and legal costs for negotiating and drafting the MOU and each of the Definitive Agreements (collectively, “Reimbursable Costs”). The Reimbursable Costs may include both out-of-pocket expenses for professional services and costs internally allocated by the City for work performed by City staff.
 - a. Deposit. Atlas Agro will be required to deliver to the City a deposit of \$20,000 within ten (10) days of the Effective Date of the MOU. The City will use the Deposit only to cover Reimbursable Costs. The City will provide Atlas Agro a quarterly accounting of the Reimbursable Costs charged against the Deposit. If the City determines in good faith future Reimbursable Costs are reasonably likely to exceed the remaining Deposit balance, then the City may invoice Atlas Agro for an additional Deposit. Customer will pay any additional Deposit with (10) days of receipt of the invoice.
 - b. True-Up. Upon the termination or expiration of the MOU, or upon both Parties’ execution of a comprehensive Financial Security Agreement, any remaining Deposit balance shall be, at Customer’s election, either refunded to Customer or applied as a credit against any Customer financial obligation arising under a Definitive Agreement.

4. Confidentiality Agreement. The Parties may negotiate and enter into an agreement to facilitate and protect the sharing of confidential information in connection with the provision of water service to the Project. Any confidentiality agreement must be consistent with the City's obligations under the Washington Public Records Act.

5. Design and Engineering Agreement. The Parties will negotiate in good faith a Design and Engineering Agreement. The Design and Engineering Agreement will generally require the City to undertake the following activities:

- Study and confirm the capacity and availability of water supply based on water requirements provided by Customer for commissioning and operation of the Project.
- Conduct studies to develop and calibrate the scope of each system improvement discussed below to meet the needs of the Customer
- Prepare design specifications and engineering drawings for all facilities (new or upgrades to existing facilities) necessary to source and deliver water to the Project. The Design and Engineering Agreement may divide the work into segments that will include design and engineering of:
 - Isolation valves and service connections for Atlas Agro water supply and system isolation purposes.
 - New or upgraded in-water screen system for water intake.
 - Controls and pumps to support year round operations.
 - Rehabilitation or replacement of existing piping from Columbia River intake pump station to Atlas Agro Project.
- Identify all necessary permits, regulatory approvals and right of way for the facilities.
- Prepare a project execution plan, including an estimated project schedule and estimated project cost.

The Design and Engineering Agreement sets forth the terms and conditions by which Customer will indemnify and reimburse the City for all costs incurred by the City to perform the required activities.

6. Procurement and Construction Agreement. The Parties will negotiate in good faith a Procurement and Construction Agreement. The Procurement and Construction Agreement will generally require the City to undertake the following activities:

- Procure all materials necessary to construct the facilities as designed and engineered under this MOU and the Design and Engineering Agreement.
- Obtain all necessary permits, regulatory approvals and right of way identified during the project design work.
- Construct and commission all facilities as designed and specified through the design and engineering work. The construction and commissioning work will be performed and scheduled as mutually agreed.

The Procurement and Construction Agreement sets forth the terms and conditions by which Customer will indemnify and reimburse the City for all costs incurred by the City to perform the required activities. Customer's reimbursement may, subject to terms acceptable to the City which shall include financial security for full reimbursement, be accomplished by adding a fixed monthly service charge in the terms of the Water Service Agreement.

7. Water Service Agreement. The Parties will negotiate in good faith a retail Water Service Agreement. The Water Service Agreement will be generally consistent with the following framework:

- a. Term. The Water Service Agreement shall become effective upon execution by both Parties with a term to be mutually agreed by the Parties. The Water Service Agreement will include a start of service date, to occur as needed to complete and operate the Project.
- b. Delivery of All Project Water Requirements. Under the Water Service Agreement, the City shall be the exclusive provider of retail water services with respect to the entire water demand of the Project. The Water Service Agreement will establish a peak demand limit for the Project.
- c. Demand Forecasts. Customer will provide the City with a monthly forecast of water demand for the first twenty-four (24) months after the start of service date. The Customer will update the forecast annually for the next twenty-four (24) month period.
- d. Charges for Water Service. The Water Service Agreement will describe the various billing components applicable to retail water service to the Project. Such billing components may include, without limitation: (i) a commodity consumption charge for the water delivered by the City and used by the Project to be based on metered use; and (ii) a fixed monthly charge to recover the City's ongoing planning, management, operating, and administrative support costs incurred to provide retail water service to the Project. In addition, the Parties may agree to include a fixed monthly charge to recover planning, engineering, construction, and financing costs incurred by the City for a portion or all of the facility improvements necessary to source and deliver water to the Project. The Water Service Agreement will also include meter charges and reimbursement of installation costs. The City may adjust any or all of the billing components consistent with prudent utility rate-making standards to ensure that the City is adequately recovering its costs of serving the Project. The Water Service Agreement will include provisions for posting of financial security as necessary to ensure that none of the costs or financial risks associated with the City's provision of retail water service to the Project will be shifted to the City's other ratepayers.

8. Governing Law. This MOU, and any Definitive Agreement negotiated pursuant to this MOU, shall be governed by and construed in accordance with the laws of the State of Washington.

9. No Joint Venture. Neither this MOU, nor any Definitive Agreement contemplated herein, shall be deemed to create a partnership, joint venture, or agency relation among or between the Parties.

10. Authorization. Each person executing this MOU represents and warrants that they have been duly authorized by appropriate action of the governing body of the Party for which they sign to execute and deliver this MOU.

11. Assignment. This MOU may not be assigned by either Party without the prior written consent of the other Party.

12. Amendments. Customer's binding obligation to reimburse the City for Reimbursable Costs as set forth in Section 3 of this MOU may be amended or modified only by a written instrument executed by both Parties.

13. No Third-Party Beneficiaries. This MOU is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties.

14. Execution in Counterparts. This MOU may be executed electronically and in counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

City of Richland

By:  
Jon Amundson, ICMA-CM
City Manager

Date: June 6, 2024

Atlas Agro North America Corporation

By: Daniel Holmes
Daniel Holmes
President, North America

Date: June 5, 2024

AGREEMENT FOR DESIGN AND ENGINEERING SERVICES

This **Agreement for Design and Engineering Services** ("Agreement") is by and between City of Richland ("City") and Atlas Agro North America Corporation, ("Atlas"). City and Atlas are individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

- a. City operates a municipal water utility that provides water service and operates and maintains a water system within the City of Richland, Washington;
- b. Atlas has proposed to develop and operate a fertilizer manufacturing plant ("Plant") in the City's North Richland Clean Energy Industrial Park;
- c. Supplying water for the Atlas' proposed year-round manufacturing operations at the Plant will require improvements to the City's non-potable water system;
- d. The Parties entered into an Atlas Agro Water Service Memorandum of Understanding dated June 6, 2024 ("MOU") outlining the terms and conditions of the definitive agreements needed for the City to provide water to the Plant ("Project"), including a design and engineering agreement;
- e. Consistent with the MOU, the Parties desire that the City provide design and engineering services related to improvements to City's non-potable water system as described on Exhibit A - Scope of Services for Atlas Agro North America Capital Improvement Program ("Services"), attached hereto and incorporated by reference; and
- f. The Parties agree that the City shall perform the Services subject to certain terms and conditions set forth in this Agreement.

AGREEMENT

1. EFFECTIVE DATE, TERM, AND TERMINATION

1.1 Recitals Incorporated. The above-referenced Recitals are incorporated into and made a part of this Agreement.

1.2 Effective Date. This Agreement shall become effective upon execution by both Parties ("Effective Date") and continue in force and effect until full satisfaction of each Parties' respective obligations hereunder, unless earlier terminated by either Party in accordance with the terms of this Agreement.

1.3 Termination.

1.3.1 Termination by Mutual Agreement. The Parties may mutually agree to terminate this Agreement at any time during the Term through a written document signed by each Party.

1.3.2 Termination for Default. Upon an Event of Default, the non-defaulting Party may elect to terminate this Agreement by providing ten (10) calendar days' written notice to the defaulting party.

1.3.3 **Effect of Termination.** Atlas' termination of this Agreement will not relieve Atlas of its obligations to pay for any Services performed prior to the date of termination. Upon receipt of a notice of termination, the City shall cease all Services and take all reasonable measures to mitigate additional costs and fees to Atlas.

1.4 **Suspension, Delay, or Interruption of Services.** Atlas may suspend, delay, or interrupt all or part of the Services being performed by the City for Atlas' convenience. In the event of suspension, delay or interruption of work, Atlas shall compensate the City for all work satisfactorily performed to the date of suspension, delay or interruption of the Services. The City may adjust its cost estimates and Atlas agrees to pay any increased cost incurred by the City resulting from any suspension, delay or interruption of work

1.5 **Survival of Obligations.** All payment obligations and liabilities incurred before the expiration or termination of this Agreement shall survive until satisfied in full. Certain other terms shall continue in effect after expiration or termination to the extent necessary to provide for final billings and payments hereunder; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect.

2. PERFORMANCE OF SERVICES.

2.1 **Scope of Services.** The City shall perform the Services as outlined in the Scope of Services attached hereto as Exhibit A.

2.2 **Standard of Performance.** The standard of care applicable to the City's Services shall be the degree of skill and diligence normally employed by consultants performing the same or similar services at the same time and in the same locality. The City shall re-perform any Services not meeting this standard without additional compensation. All Services shall be performed in accordance with applicable laws, regulations, and codes.

2.3 **Atlas Furnished Data.** Atlas shall provide to the City all data required for performance of the Services and City shall have a right to rely thereon.

2.4 **Independent Contractor Status.** The City shall be free from direction and control over the means and manner of providing the Services, subject only to the specifications of the desired results. The City is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law. The City shall furnish the tools or equipment necessary for the contracted Services. The City is an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Agreement.

3. ATLAS RESPONSIBILITIES

3.1 **Project Criteria.** Atlas shall provide all reasonably anticipated criteria and information pertaining to Atlas' requirements for the Project requested by the City in writing, including, but not limited to, design objectives and constraints, performance requirements, flexibility and expandability, and budgetary constraints. Atlas shall also provide copies of any Atlas-furnished details and specifications which are to be

incorporated into the Services and not expressly set forth in Exhibit A. Atlas shall bear full responsibility for the technical accuracy and content of Atlas-furnished information, details, and specifications.

3.2 Design Review. Atlas shall review the City's studies, designs, drawings, reports, specifications, proposals, and other documents, in a timely manner. Such review shall be for the purposes of verifying conformance with the design intent of the Project and conformance with the specifications provided by Atlas.

3.3 Access. Atlas shall make its facilities and rights-of-way accessible to the City as required for the City's performance of the Services and shall provide safety equipment as required by Atlas for such access.

4. PAYMENT FOR SERVICES

4.1 Compensation. Atlas shall reimburse the City for all Reimbursable Costs incurred by the City in connection with performance of the Services in accordance with this Section 4. As used herein, "Reimbursable Costs" means all costs and expenses reasonably and prudently incurred by the City in connection with performance of the Services, including but not limited to administrative costs to retain consultants and engineers, out-of-pocket expenses for professional services, and costs internally allocated by the City for work performed by City staff.

4.2 Deposit. Atlas shall prepay the amount of fifty thousand dollars (\$50,000) to the City to pay for Reimbursable Costs ("Deposit"). Atlas shall provide the Deposit to the City within ten (10) business days following the execution of this Agreement.

4.3 Invoicing and Cost Deduction. The City shall aggregate the Reimbursable Costs it incurs each month and deduct the amount of such Reimbursable Costs from the Deposit. The City shall provide Atlas with a detailed monthly statement of Reimbursable Costs incurred, showing the balance remaining of the Deposit.

4.4 Replenishment of Deposit. If the balance of the Deposit falls below twenty thousand dollars (\$20,000), the City may require Atlas to make an additional payment to restore the Deposit to fifty thousand dollars (\$50,000) by providing written notice to Atlas. Upon receipt of such notice, Atlas shall make such additional Deposit payment to the City within ten (10) business days. In addition to any other rights or remedies that may be available hereunder, if Atlas fails to restore the Deposit within ten (10) days as required herein, then the City may suspend the Services until such payment is made.

4.5 Final Reconciliation. Upon completion of the Services or upon termination of the Agreement, the City shall conduct a final reconciliation of all Reimbursable Costs incurred. If the total unpaid Reimbursable Costs exceed the Deposit, then Atlas shall pay the outstanding balance to the City within ten (10) days of receiving an invoice for the remaining amount. If the total unpaid Reimbursable Costs are less than the Deposit, then the City shall refund the unused portion of the Deposit to Atlas within ten (10) days of the final reconciliation. Undisputed amounts not paid after ten (10) days shall bear interest at 1.5% per annum (or the maximum amount provided by law) until paid.

- 4.6 Method of Payment.** All payments required to be made by one Party to the other under this Agreement shall be made by ACH transfer or by such other means as may be mutually agreed in writing by the Parties.

5. CONFIDENTIALITY

- 5.1 Confidential Information.** Under this Agreement, “Confidential Information” means any and all information of either Party (“Disclosing Party”) that has been disclosed to the other Party (“Receiving Party”) and is designated in writing as confidential.

Confidential Information shall not include information of the Disclosing Party which: (i) is publicly available as of the Effective Date or becomes publicly available thereafter through no fault of the Receiving Party; (ii) the Receiving Party rightfully possessed before it received such information from the Disclosing Party; (iii) is subsequently furnished to the Receiving Party by a third party without restrictions on disclosure; or (iv) is required to be disclosed by law, provided that the Receiving Party shall promptly notify the Disclosing Party and cooperate, at the Receiving Party’s expense, to permit the Disclosing Party to seek appropriate protective orders from the issuing court or government authority limiting disclosure or use of the Confidential Information. Atlas acknowledges that City is a public entity and, as such, is subject to the Washington State Public Records Act (Chapter 42.56 RCW). Consequently, any Confidential Information provided to City by Atlas may be subject to disclosure under the Public Records Act.

- 5.2 Use of Confidential Information.** Each Party shall comply with all laws and regulations that apply to use, transmission, storage, disclosure, or destruction of Confidential Information. The Receiving Party agrees to hold the Disclosing Party’s Confidential Information in strict confidence. The Receiving Party agrees to use Confidential Information solely for the purpose of performing the Services. The Receiving Party agrees to use all reasonable efforts to limit access and protect unauthorized use or distribution of Confidential Information. The Receiving Party further agrees not to disclose or permit any third-party access to Confidential Information, except such disclosure or access shall be permitted if the disclosure is necessary to perform the Services provided under this Agreement or to comply with law. The Receiving Party agrees to ensure that its employees, agents, representatives, and contractors are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Agreement.

- 5.3 Public Records.** Atlas acknowledges that the City is an “agency” as defined by the Washington Public Records Act, Chapter 42.56 RCW (“PRA”), and is subject to the public disclosure requirements of that statute. Atlas further acknowledges that the City is a “public agency” as defined by the Washington Open Public Meetings Act, Chapter 42.30 RCW (“OPMA”), and is subject to the procedural requirements of that statute. Nothing in this Agreement shall be construed as creating any right of confidentiality or nondisclosure that contravenes or is otherwise inconsistent with the City’s legal obligations under the PRA, the OPMA, and/or any other applicable Washington law(s), specifically including without limitation the requirement for the City to disclose non-exempt public records upon request and to ultimately approve the City’s ultimate execution of agreements at an open public meeting of the City Council.

- 5.4 Ownership of Confidential Information.** The Receiving Party is granted no license or conveyance of Confidential Information or any intellectual property rights therein. Title to Confidential Information shall remain solely with the Disclosing Party.

6. DEFAULT AND REMEDIES

- 6.1 Default.** The following are “Events of Default” under this Agreement:

6.1.1 Non-Payment. Atlas fails to make any payment due under this Agreement, including without limitation payment to restore the Deposit pursuant to Section 4.2, within five (5) calendar days after receiving written notice from City that such payment is overdue.

6.1.2 Other Failure to Perform. A Party fails to timely perform any other material obligation under this Agreement, and such Party fails to cure such non-performance within twenty (20) calendar days after written notification by the other Party of the breach; provided, however, that a Party’s failure to complete the cure within twenty (20) calendar days shall not constitute an Event of Default if the cure is not reasonably capable of being completed in such time, such Party began the cure within the twenty (20) calendar day cure period, and such Party uses continuous and reasonable efforts to complete the cure within a reasonable time.

6.1.3 Bankruptcy. Either Party files a petition in any bankruptcy, reorganization, winding up, or liquidation proceeding or other proceeding analogous in purpose or effect relating to such Party; applies for or consents to the appointment of a receiver, trustee, or other custodian for the bankruptcy, reorganization, winding up or liquidation of such Party; makes an assignment for the benefit of creditors; or admits in writing that it is unable to pay its debts.

6.2 Remedies

6.2.1 Defective or Nonconforming Services. In the event of an Event of Default by the City for defective or nonconforming Services, Atlas’ sole and exclusive remedy shall be reperformance of the Services by the City. In such case, the City shall complete reperformance of the Services within a reasonable time frame as agreed upon by both Parties.

6.2.2 Unauthorized Disclosure of Confidential Information. Both Parties agree that any unauthorized use or disclosure of Confidential Information in a manner inconsistent with the terms of this Agreement may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate. Accordingly, if the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information in breach of the confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts.

6.2.3 Remedy for Non-Payment or Bankruptcy. In the event of an Event of Default by Atlas under Sections 6.1.2 or 6.1.3, the City may, at its option and without any

further liability to Atlas: (a) immediately suspend performance of the Services until payment of all amounts due; or (b) terminate the Agreement.

- 6.2.4 **Remedy for Other Events of Default.** Except as otherwise expressly provided for in this Agreement, upon an Event of Default, the non-defaulting Party shall have all rights or remedies available at law or in equity.

7. LIABILITY

- 7.1 **Limitation of Liability.** Except as expressly provided herein, the total liability of the City to Atlas for any and all claims, losses, costs, or damages arising out of, resulting from, or in any way related to this Agreement, or from the performance or breach thereof, whether based in contract, tort (including negligence), strict liability, or any other theory of liability, shall not exceed the total amount paid by Atlas to the City under this Agreement. Except as expressly provided for herein, in no event shall the City be liable to Atlas under this Agreement for any special, indirect, incidental, consequential, or punitive damages, losses, costs, or expenses, including but not limited to loss of profits or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract or in tort (including negligence, strict liability, or any other theory of liability).
- 7.2 **Indemnification.** Atlas shall promptly defend, indemnify and hold the City harmless from and against any and all Claims against, or Loss incurred by the City. This indemnity provision shall not apply to any Claim or Loss resulting from City's negligence or intentional misconduct. For purposes of this Section, a "Claim" shall mean any legal claims, causes of action, demands, or enforcement actions arising from or relating to this Agreement that are brought, filed or asserted by any third-party, including, without limitation, any governmental entity, that could result in a Loss to the City. A "Loss" shall mean any monetary loss resulting from a Claim, including but not limited to any cost, charge, fine, penalty or damage.

8. INSURANCE.

- 8.1 **Required Insurance.** Each Party shall, at its own expense, maintain in force throughout the term and thereafter as expressly required below, the following minimum insurance coverage, with insurers authorized to do business in Washington:
- 8.1.1 **Workers' Compensation.** Employers' liability and workers' compensation insurance providing statutory benefits in accordance with the laws and regulations of Washington;
- 8.1.2 **Commercial General Liability.** Commercial general liability insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification), products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of two million dollars (\$2,000,000) per occurrence or two million dollars (\$2,000,000)

aggregate combined single limit for personal injury, bodily injury, including death and property damage; and

- 8.1.3 **Automobile.** Business automobile liability insurance for coverage of owned and non-owned and hired vehicles, trailers, or semi-trailers designed for travel on public roads, with a minimum, combined single limit of one million dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.

- 8.2 **Errors and Omissions Insurance.** In addition to other insurance requirements stated above, the City shall also provide evidence of errors and omissions insurance for its negligent acts, errors, or omissions. The City shall carry professional liability insurance in the amount of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate.

- 8.3 **Certificates of Insurance.** Upon request of the other Party, each Party shall promptly provide documentation evidencing all insurance required in this Agreement.

9. NOTICES.

- 9.1 **Notice Properly Given.** Any notice, authorization, or consent required to be given in writing under this Agreement will be deemed properly given if: (1) provided in writing and delivered in person; (2) delivered to a nationally recognized overnight courier services and properly addressed with delivery charges prepaid; or (3) sent by electronic mail, with confirmation of successful transmission.

- 9.2 **Information of the Parties.** Any written notices under this Agreement shall be directed to the appropriate persons as shown below:

Notice to City of Richland:

Carlo DAlessandro, Public Works Director
City of Richland
625 Swift Boulevard
Richland, Washington 99352
cdalessandro@ci.richland.wa.us

Notice to Atlas Agro North America Corporation:

Daniel Holmes, President
Atlas Agro North America Corporation
Attn: Shelley Koenig, Finance & Business Analyst
723 The Parkway
Richland, Washington 99352
509-832-0463
Email: shelley.koenig@atlasagro.ag

- 9.3 **Change in Address.** Either Party may change its address, telephone number, electronic mail address, facsimile number, or contact person specified above by giving the other Party notice of the change in accordance with this Section 9.3.

- 10. CHANGES.** Neither this Agreement, including any of the Agreement documents shall be waived, altered, modified, supplemented, extended or amended in any manner whatsoever, except by written instrument, executed by both parties. No changes to the Agreement will be effective until approved in writing by both Parties via amendment. If the scope of work is modified, the Parties shall timely act to negotiate a mutually beneficial amendment.
- 11. SUCCESSORS and ASSIGNS.** This Agreement, and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto. City reserves the right to hire subcontractors to perform any portion of the Services at its sole discretion.
- 12. SUBCONTRACTORS.** City reserves the right to hire subcontractors to perform any portion of the Services at its sole discretion.
- 13. ASSIGNMENT.** Neither Party may transfer or assign this Agreement, or any of its rights or obligations hereunder, without first obtaining the express written consent of the other Party, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign, transfer, mortgage, or pledge its interest in this Agreement without first obtaining the other Party's written consent: (i) to a lender as security for any obligation secured by any indenture, mortgage, or similar lien on its system assets or other loan instrument providing financing to the assigning Party; or (ii) to any person, entity or affiliate succeeding to all or substantially all of the assigning Party's assets; provided, however, that: (a) the assigning Party provide the other Party written notice within thirty (30) days of such assignment; and (b) the assigning Party shall not be relieved of its obligations under this Agreement by such assignment.
- 14. NO THIRD-PARTY BENEFICIARIES.** The City and Atlas are the only Parties to this Agreement and are the only Parties entitled to enforce its terms against the other.
- 15. RECORD KEEPING.** The City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles for a minimum of three (3) years, except as required longer by law.
- 16. ACCESS TO RECORDS.** The City agrees that Atlas and its authorized representatives shall have reasonable access to all books, documents, papers and records of the City which are directly related to the Agreement for the purpose of making any audit, examination, copies, excerpts and transcripts.
- 17. GOVERNING LAW; JURISDICTION; VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Washington without resort to any Jurisdiction's conflict of laws, rules, or doctrines. Venue and jurisdiction shall lie in the Superior Court of the State of Washington for the County of Benton.
- 18. OWNERSHIP OF WORK PRODUCT; LICENSE.** All work products of the City that result from this Agreement ("Work Products") are instruments of service and the exclusive property of the City. If any of the Work Products contain intellectual property of the City that is or could be protected by federal copyright, patent, or trademark laws or state trade secret laws, the City hereby grants Atlas a limited, royalty-free, fully paid, non-exclusive, and irrevocable license to use, copy, and reproduce such Work Products solely in connection with the Project. Any re-use or modification of the documents without the prior written consent of the City shall be at the sole risk of Atlas.

- 19. ATTORNEY FEES.** If a suit or action is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other Party, in addition to costs and disbursements provided by statute, any such amount which a court, including any appellate court, may adjudge reasonable as attorney fees. If execution on a judgment occurs, the enforcing Party is also entitled to reasonable attorney fees and costs associated with the execution.
- 20. SEVERABILITY.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 21. FORCE MAJEURE.** Neither the City nor Atlas shall be held responsible for unforeseen delay or default that is caused by an event beyond the reasonable control of the Party claiming Force Majeure, including but not limited to fire, riot, acts of God, epidemics, diseases, public health emergencies, labor disruptions, or war.
- 22. WAIVER.** No delay or failure by either Party to exercise any right or power under this Agreement shall constitute a waiver of that right. A waiver by any Party of any of the covenants, conditions or agreements to be performed by the other Party or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver, or discharge is sought to be enforced.
- 23. ENTIRE AGREEMENT.** This Agreement and attached exhibits constitute the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.
- 24. DISPUTE RESOLUTION.** Should any dispute arise between the Parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation, and the Parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation.
- 24.1** Written notice of the dispute shall be provided to the other Party. Within ten (10) days of the notice, the Parties shall meet and attempt to resolve the matter. If not resolved, either Party may request mediation. The Parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in Richland, Washington, unless both Parties agree in writing otherwise. Both Parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process.
- 24.2** Mediation shall be completed within sixty (60) days of the notice of the dispute.
- 24.3** If a Party requests mediation and the other Party fails to respond within ten (10) days, or if the Parties fail to agree on a mediator within ten (10) days, or if mediation is unsuccessful, then an impasse will be declared and either Party shall be free to commence litigation.

24.4 The Parties agree that they shall include this dispute resolution provision in any and all agreements with independent contractors, subcontractors, consultants, or subconsultants, or suppliers to carry out the intent of this Section 21.

25. COUNTERPARTS; COPIES OF SIGNATURES. This Agreement and any Amendments may be executed in counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument. Executed signature pages may be delivered using pdf or similar file type transmissions via electronic mail, cloud-based server, e-signature technology or other similar electronic means.

26. AUTHORIZATION. The person signing this Agreement on behalf of a Party hereby covenants and warrants that he/she is authorized to do so and that his/her signature will fully bind the Party to the terms and conditions of this Agreement.

27. ENTIRE AGREEMENT. This Agreement represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

CITY OF RICHLAND

ATLAS AGRO NORTH AMERICA CORP.

By: _____

By: _____

Name: Jon Amundson

Name: Daniel Holmes

Title: City Manager

Title: President

Exhibit A

See Attached

Draft

EXHIBIT A

City of Richland

Design and Engineering Scope of Services

Atlas Agro North America Capital Improvement Program

Background

Atlas Agro North America Corporation (“Atlas”) has proposed to develop and operate a fertilizer manufacturing plant in the City’s North Richland Clean Energy Industrial Park. The plant will be based on new technology that does not include fossil fuel energy. The plant’s technology requires a large supply of clean water that will be subjected to electrolysis as part of the manufacturing process. Atlas and the City have identified the City’s non-potable irrigation system as the most suitable water source for the plant. The City’s non-potable system is not presently configured for year-round operations, nor is it configured as a reliable source for a 24-7-365 manufacturing process. In collaboration with Atlas the City has identified a capital improvement program that must be implemented to prepare the City’s water source for the required service to Atlas’ plant.

The City will take the lead role in completing the improvements to its non-potable water system. The City and Atlas intend to enter agreements defining their responsibilities for the water system improvements. This document will summarize the scope of services to be provided by the City’s Public Works Department Administration and Engineering Division as its contribution to the capital improvement program.

The City will provide general oversight of program budgets, schedules, consultant services, and City staff performing planning, design and engineering work in support of the capital improvement program. The capital improvement program shall include the following projects:

1. Upgrades to the Columbia River intake pump station inlet screening system. The existing screening system is not equipped to operate in freezing temperatures, which it must do to support year-round water supply to the Atlas plant.
2. Upgrades to the Columbia River intake pump station pumping equipment and electrical controls. The Atlas plant’s demand is large, requiring evaluation of the peak pumping capacity of the Columbia River intake pump station to confirm its ability to satisfy the plant’s demand and the other demands on the system. Additionally, the electrical controls and telemetry components may require upgrades to support reliable industrial supply.
3. Upgrades to the transmission pipeline from the Columbia River intake pump station to the Atlas plant site. The existing 36-inch welded steel pipeline is approaching the end of its planned service life and will likely require rehabilitation or replacement during the early years of the Atlas’ plant operations.
4. Modifications to the conveyance pipeline to provide service to the Atlas plant. The existing 36-inch welded steel pipeline is drained each winter. To provide year-round service to the Atlas plant the pipeline must remain in service to the plant site.

The following task descriptions will provide additional detail regarding the design and engineering work for each of the projects.

Task No. 1 – Columbia River Intake Pump Station Screening Improvements

Task No. 1.1 - The City will complete a consultant selection in accordance with City purchasing policies to select a consultant best qualified to provide design and engineering services for this specific task. The City will work with its selected consultant to define a detailed scope of work and budget necessary to complete this task. In general, the scope for this task will include the following items of work:

1. Review of intake pump station equipment, past operations, and future operations requirements.
2. Review of existing screening equipment design and specifications.
3. Research into the existing and alternative equipment vendor solutions to the system needs.
4. Research into applicable permitting requirements including timeframes associated with modifications of the screening system.
5. Preliminary design of a preferred design concept, including a planning level cost estimate.
6. Validation of recommended / selected design with City and Atlas representatives.

Task No. 1.2 – Consultant management – The City will oversee the work of its selected consultant.

Task No. 2 – Columbia River Intake Pump Station Pumping Capacity and Control System

Task No. 2.1 – Pumping capacity evaluation – The City will contract with IRZ Consultants, its Horn Rapids Irrigation System planning consultant, to evaluate and model the pump station's capacity (pumping and pipe sizes) to meet the system demands with the Atlas' plant addition to the system. IRZ's analysis will produce a recommendation, formalized in a technical memorandum, related to the pumping capacity of the intake pump station and any recommendations for adjustment to its control scheme.

Task No. 2.2 - Telemetry system evaluation – The City will contract with RH2 Engineering, its SCADA system replacement planning and design consultant, to evaluate the pump station controls and communications equipment in light of IRZ's recommended changes and the City's new telemetry system standards. RH2's analysis will produce a recommendation, formalized in a technical memorandum, related to the communications system improvements for the pump station.

Task No. 2.3 – Design consultant procurement – The City will procure any necessary consultant services to design the recommended upgrades to the Columbia River Intake Pump Station pumping capacity, control scheme, and SCADA equipment.

Task No. 2.4 – Consultant Management – The City will oversee the work of its selected consultants.

Task No. 3 – Transmission Pipeline Rehabilitation

Task No. 3.1 – The City will contract with a consultant specializing in pipeline condition assessment to evaluate the condition of the 36-inch welded steel pipeline from the Columbia River Intake Pump Station site to the Atlas plant site. The City anticipates this evaluation will provide one of the following outcomes:

1. The pipeline is nearing the end of its service life and requires full rehabilitation or replacement.
2. The pipeline is in sound condition, with few or no detected flaws or failures, and can be relied upon for its intended service for an extended period into the future.
3. The pipeline contains minor and localized defects that can be addressed through spot repairs or small segment replacement completed with minimal impact to reliable ongoing service.

Task No. 3.2 – The City will identify a preferred project concept to respond to the pipeline assessment and confer with Atlas representatives before making a final determination about the scope of any improvements. The conference will involve discussion of a potential cost sharing approach to the City's preferred project concept based on the general system benefits achieved to the City system in addition to any benefits applicable to the Atlas project. Task No. 3.3 - Consultant Management – The City will oversee the work of its selected consultants.

Task No. 3.3 – Consultant Management – The City will oversee the work of its selected consultants.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/3/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-116, Authorizing a Consultant Agreement with RH2 Engineering, Inc. for the Horn Rapids Water Intake Rescreening Project

Department/Office
Public Works

Ordinance/Resolution Number:
2024-116

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-116, authorizing the City Manager to sign and execute a consultant agreement with RH2 Engineering, Inc. for the Horn Rapids Water Intake Rescreening Project.

Summary:

The City of Richland owns and operates a non-potable irrigation system in the Horn Rapids area, referred to as the Horn Rapids Irrigation System. The Horn Rapids Irrigation System feeds water from the Columbia River via the Horn Rapids Irrigation Intake facility. Atlas Agro North America Corporation ("Atlas Agro") has proposed developing a fertilizer manufacturing facility in the Northwest Advanced Clean Energy Park, which is within the Horn Rapids Irrigation System area. Pursuant to Resolution No. 2024-75, approved by the City Council on June 4, 2024, the City and Atlas Agro entered into a Memorandum of Understanding providing a process and funding to advance development of the water supply facilities to serve the Atlas Agro facility.

The first phase of work on the Horn Rapids Intake is required to align with Atlas Agro's development schedule. In compliance with the City's purchasing policies, a competitive Request for Qualifications (RFQ) process was completed. The City received two (2) responses to the RFQ. RH2 Engineering, Inc. was determined to be the most qualified firm to complete engineering and permitting of the Horn Rapids Intake modifications. A scope of work and budget have been negotiated with RH2 Engineering, Inc., which provides the City with the needed services at a good value. Pursuant to the Memorandum of Understanding, the City and Atlas Agro have negotiated a Design and Engineering Services Agreement requiring Atlas Agro to fully fund the City's efforts to advance the planning for the needed water supply facilities.

The City's best interests are served by executing a consultant agreement with RH2 Engineering, Inc. to complete design and permitting of the Horn Rapids Water Intake Rescreening Project.

Staff recommends adoption of Resolution No. 2024-116.

Fiscal Impact:

None. Expenses under this agreement will be reimbursed to the City by Atlas Agro consistent with the Design and Engineering Agreement between Atlas Agro and the City.

Attachments:

1. Resolution No. 2024-116
2. Consultant Agreement Draft-RH2-Horn Rapids Intake Rescreening

RESOLUTION NO. 2024-116

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH RH2
ENGINEERING, INC. FOR THE HORN RAPIDS WATER INTAKE
RESCREENING PROJECT.**

WHEREAS, the City of Richland owns and operates a non-potable irrigation system in the Horn Rapids Area (hereinafter referred to as the “Horn Rapids Irrigation System”); and

WHEREAS, the Horn Rapids Irrigation System is fed water from the Columbia River via the Horn Rapids Irrigation Intake Facility; and

WHEREAS, Atlas Agro North America Corporation (“Atlas Agro”) has proposed developing a fertilizer manufacturing facility in the Northwest Advanced Clean Energy Park, which is within the Horn Rapids Irrigation System area; and

WHEREAS, pursuant to Resolution No. 2024-75, approved by Richland City Council on June 4, 2024, the City and Atlas Agro entered into a Memorandum of Understanding providing a process and funding to advance the development of water supply facilities to the Atlas Agro facility; and

WHEREAS, the first phase of work on the Horn Rapids Intake is required to align with Atlas Agro’s development schedule; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted in compliance with the City’s purchasing policies to solicit the services of a qualified engineering firm to complete the engineering and permitting for modifications to the Horn Rapids Intake; and

WHEREAS, the City received two (2) responses to the RFQ; and

WHEREAS, RH2 Engineering, Inc. was selected as the most qualified vendor to complete the work; and

WHEREAS, a scope of work and budget have been negotiated with RH2 Engineering, Inc. that provides the City with the necessary services at good value; and

WHEREAS, pursuant to the Memorandum of Understanding, the City and Atlas Agro have negotiated a Design and Engineering Services Agreement requiring Atlas Agro to fully fund the City’s efforts to advance the planning for the needed water supply facilities; and

WHEREAS, the City’s best interests are served by executing a consultant agreement with RH2 Engineering, Inc. to complete the design and permitting of the Horn Rapids Water Intake Rescreening Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with RH2 Engineering, Inc. for the Horn Rapids Water Intake Rescreening Project.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of September, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**AGREEMENT BETWEEN CITY AND CONSULTANT****Horn Rapids Water Intake Rescreening**

This Agreement is entered into this _____ day of September, 2024 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **RH2 Engineering, Inc.** ("**Consultant**"), a Washington for-profit corporation with service at 114 Columbia Point Dr., Richland, WA 99352. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:**1. SCOPE OF WORK**

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. RFQ 24-0053
 4. ☒ Exhibit B: Solicitation No. RFQ 24-0053 proposal response submitted by Consultant dated May 8, 2024.
 5. ☒ Additional Documents – Exhibit C – Fee Estimate, Exhibit D – 2024 Schedule of Rates, and Exhibit E – Data to Be Provided.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2025.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2025.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Seventy-Seven Thousand Four Hundred Five Dollars and No Cents (\$77,405.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

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

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

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

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

13. INSURANCE

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

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

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

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

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

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

Contact Name: Paul R. Cross, P.E.
Name of Firm: RH2 Engineering, Inc.
Address: 114 Columbia Point Dr.
Address: Richland, WA 99352
Email: pcross@rh2.com
Phone Number: (509) 392-6502

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

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

earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

Draft

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

See Attached.

Draft

EXHIBIT A
Scope of Work
City of Richland
Horn Rapids Water Intake Rescreening
July 2024

Background

The City of Richland (City) has entered into a Memorandum of Understanding (MOU) with a potential industrial user locating a new industry on vacant land at the northern end of the City. The MOU stipulates that the City study and confirm the capacity and availability of non-potable water supplies on a year-round basis for industrial use.

The City is interested in evaluating the conversion of the Horn Rapids irrigation system to year-round use, as well as exploring alternative sources of non-potable water for either a primary or secondary water source for resiliency and redundancy purposes. The City is entering into an agreement with RH2 Engineering, Inc., (RH2) to evaluate the Horn Rapids Water Intake, assist with determining the scope of system improvements necessary to provide the additional industrial supplies, and the permitting required to make those improvements. Phase I includes an alternative analysis to determine if other sources of non-potable water originating from the City's Snyder Intake might also be developed as a secondary source and/or alternative source of water for some or all of the year. The City will select a preferred alternative that will feed into the design of the improvements in Phase II.

The effort required for Phase II including design, permitting, bidding and construction support is highly dependent on the results of the alternatives study and will be scoped after the results of the Phase I study are complete.

General Assumptions

- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information.*
- *Deliverables will be submitted in electronic format (PDF) unless otherwise noted.*
- *The services described herein will be performed to the limits of the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by City and RH2.*

Task 1 – Project Management

Objective: Manage RH2's project team and maintain regular client communications. Maintain project schedules and prepare monthly invoices and budget status summaries.

Approach:

- 1.1 Provide direction, coordination, and oversight to the RH2 project team. Organize, manage, and coordinate technical disciplines as described herein, and implement quality assurance and quality control reviews.
- 1.2 Document and retain information generated during the execution of the project.
- 1.3 Prepare monthly invoices, schedule, and budget status summaries.

RH2 Deliverables:

- Monthly invoices, schedule, and budget status summaries.

Task 2 – Alternatives Analysis of Horn Rapids Intake

Objective: Perform an engineering, permitting, and cost analysis of the Horn Rapids Intake for inclusion in the alternatives analysis.

Approach:

- 2.1 Evaluate the capacity of the Horn Rapids Intake hydrolox screens relative to National Marine Fisheries Service criteria and pumping capacity under active and passive conditions.
- 2.2 Evaluate the Horn Rapids Intake for resilience to cold weather, estimate the probability of freezing weather impacting operations based upon historical records, and prepare a narrative of heat tracing and insulation options that could be used to mitigate for freezing temperatures. The resulting analysis shall be considered Alternative No. 1.
- 2.3 Perform an analysis of two (2) screening alternatives to replace or supplement the existing hydrolox screens and prepare a predesign figure or graphic of each alternative. The resulting analyses shall be considered Alternative Nos. 2 and 3.
- 2.4 Prepare a narrative of permit requirements for each screening alternative that includes the anticipated level of effort, timeline, and reliability.
- 2.5 Prepare predesign estimates of probable construction costs and a construction timeline for design and construction of each alternative based upon both equipment procurement and permit in-water work windows.

Assumptions:

- *The estimated industrial supply required is 3,000 gallons per minute, 24-hours per day and 365 days per year. Shutdowns in the industrial supply will be scheduled by the industrial user, are not subject to cold weather, and will be short in duration.*

Provided by City:

- Documents and information listed in the Data Request list (**Exhibit D**).

RH2 Deliverables:

- Narrative and estimates for inclusion in the predesign report.

Task 3 – Analysis of Snyder Intake and North Richland Wellfield

Objective: Perform an engineering, permitting, and cost analysis of the Snyder Intake for inclusion in the alternative analysis as either a primary or alternative source of supply in the winter months.

Approach:

- 3.1 Evaluate the available capacity of the pumps and pipeline used at the Snyder Intake for service to the North Richland Wellfield on a monthly basis using historical records and impacts on the resiliency to the potable water system.
- 3.2 Evaluate the available raw and treated water capacity of the North Richland Wellfield on a monthly basis using historical records and impacts on resiliency to the potable water system.
- 3.3 Perform an analysis of two (2) pumping alternatives to replace or supplement the water supplies for both raw and treated water provided by the Horn Rapids Intake with the Snyder Intake and/or the North Richland Wellfield wells on a monthly basis. Prepare a predesign figure of each alternative and incorporate the results of the North Richland Slow Sand Facility Evaluation (if available). The resulting analysis shall be considered Alternative Nos. 4 and 5.
- 3.4 Prepare a narrative of permit requirements for each pumping alternative that includes the anticipated level of effort, timeline, and reliability.
- 3.5 Prepare predesign estimates of probable construction cost and a construction timeline for each alternative based upon both equipment procurement and permit windows.

RH2 Deliverables:

- Narrative and estimates for inclusion in the predesign report.

Task 4 – Predesign Report

Objective: Prepare a predesign report summarizing the analysis of the Horn Rapids Intake, Snyder Intake, and North Richland Wellfield based upon engineering, permitting, and cost.

Approach:

- 4.1 Compile the capacity, resiliency, timeline, and screen alternatives for the Horn Rapids Intake, including the permitting requirements and estimates of probable construction cost.
- 4.2 Compile the capacity, resiliency, timeline, and pumping alternatives of using the Snyder Intake and the North Richland Wellfield, including the permitting requirements and estimates of probable construction cost.

- 4.3 Prepare a weighted decision matrix of the alternatives to objectively compare and score the probable viability of each option.
- 4.4 Prepare a predesign report to present the alternatives and decision matrix to the City.
- 4.5 Attend one (1) meeting with the City to present the predesign report and assist in objectively assigning a weight factor to the importance of each criteria before determining the preferred alternative.
- 4.6 Finalize the predesign report and recommend a preferred alternative based on City comments at the meeting included in subtask 4.5.
- 4.7 Prepare the Phase II scope of work and fee estimate for design and services during bidding and construction of the proposed improvements.

Assumptions:

- *RH2 will provide agenda and prepare minutes of the meeting with the City to be held at Richland City Hall.*

Provided by City:

- Attendance at the predesign review meeting.
- Selection of a preferred alternative.

RH2 Deliverables:

- Preliminary and final predesign report.
- Agenda and meeting minutes.
- Phase II scope of work and fee estimate.

Project Schedule

RH2 is prepared to commence with this Scope of Work upon written authorization from the City and will continue until completion of the draft predesign report in approximately four (4) months after Notice to Proceed.

EXHIBIT C**Fee Estimate****City of Richland****Horn Rapids Water Intake Rescreening****Jul-24**

Description		Total Hours	Total Labor	Total Expense	Total Cost
Task 1	Project Management	22	\$ 5,424	\$ 136	\$ 5,560
Task 2	Alternatives Analysis of Horn Rapids Intake	173	\$ 35,008	\$ 1,370	\$ 36,378
Task 3	Analysis of Snyder Intake and North Richland Wellfield	91	\$ 19,078	\$ 752	\$ 19,830
Task 4	Predesign Report	72	\$ 14,934	\$ 704	\$ 15,638
PROJECT TOTAL		358	\$ 74,444	\$ 2,961	\$ 77,405

EXHIBIT D
RH2 ENGINEERING, INC.
2024 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$169	\$/hr
Professional II	\$184	\$/hr
Professional III	\$207	\$/hr
Professional IV	\$226	\$/hr
Professional V	\$240	\$/hr
Professional VI	\$259	\$/hr
Professional VII	\$280	\$/hr
Professional VIII	\$293	\$/hr
Professional IX	\$311	\$/hr
Technician I	\$130	\$/hr
Technician II	\$144	\$/hr
Technician III	\$162	\$/hr
Technician IV	\$177	\$/hr
Technician V	\$192	\$/hr
Technician VI	\$211	\$/hr
Technician VII	\$229	\$/hr
Technician VIII	\$239	\$/hr
Administrative I	\$87	\$/hr
Administrative II	\$102	\$/hr
Administrative III	\$120	\$/hr
Administrative IV	\$144	\$/hr
Administrative V	\$168	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	\$0.6700	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

EXHIBIT E

City of Richland Horn Rapids Water Intake Rescreening Data to be Provided by the City of Richland

The following list contains the information and data to be provided by the City that is needed for the City's Horn Rapids Water Intake Rescreening project. All available resources from previous planning work will be utilized to minimize the level of effort necessary.

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
Existing Horn Rapids Water System Description			
1. Hydrolox screen information that includes as-builts, year constructed, material, and description of operation and control.	H		
2. Telemetry and supervisory control information that includes manufacturer and year of telemetry system, type of communications link (radio or phone), facilities monitored at master telemetry unit, and facilities with remote telemetry units.	H		
3. Intake pump station as-builts and description of operation and control.	H		
System Model and Service Area			
1. Copy of the Horn Rapids Irrigation System hydraulic model from IRZ.	M		
2. Identify on a map the service areas and areas where growth is expected to occur and/or replace existing agricultural uses.	M		
Water Demands			
1. Flow meter information for all flow meters in the Horn Rapids irrigation system. Monthly data for the last three (3) seasons, and daily data for July for each of the past three (3) seasons.	H		
Activity 4 – Other			
1. Documentation of the easement that extends from the NRW Well K to the west (specifically the location of the easement).	L		
2.	L		
3.	L		
4.	L		
5.	L		
6.	L		



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/3/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-117, Authorizing a Purchase and Sale Agreement in Support of the South George Washington Way Intersection Improvements Project

Department/Office
Public Works

Ordinance/Resolution Number:
2024-117

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-117, authorizing the City Manager to sign and execute a purchase and sale agreement and all other documents necessary to complete the purchase of the required property interests at 101 George Washington Way in support of the South George Washington Way Intersection Improvements Project.

Summary:

The 2022-2027 Capital Improvement Plan (CIP) and the 2024-2029 Transportation Improvement Program (TIP) include a project titled South George Washington Way Intersection Improvements (the "Project"). The Project's completion requires property acquisitions from several property owners. Right-of-way acquisition activities are guided by state and federal regulations and include purchase offers based on fair market value appraisals. The City's offered compensation for the acquisitions is based on fair market valuation of the needed property interests as determined by a qualified appraiser.

Krysta and Israel Cantu have property at 101 George Washington Way affected by the Project. The property owners have agreed to terms allowing the City to acquire the necessary property rights. The funds necessary to acquire the property will be paid by the Project budget.

The City's best interests are serviced by acquiring the property to enable completion of the Project.

Staff recommends adoption of Resolution No. 2024-117.

Fiscal Impact:

The 2022 Capital Improvement Plan includes right-of-way budget for the Project. Approximately \$285,000 remains in the existing right-of-way budget, which is adequate to fund the proposed agreement including additional closing costs and consultant expenses.

Attachments:

1. Resolution No. 2024-117
2. Proposed Purchase and Sale Agreement - 101 George Washington Way

RESOLUTION NO. 2024-117

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A PURCHASE AND SALE AGREEMENT FOR
PROPERTY AT 101 GEORGE WASHINGTON WAY IN SUPPORT
OF THE SOUTH GEORGE WASHINGTON WAY INTERSECTION
IMPROVEMENTS PROJECT.**

WHEREAS, the 2022-2027 Capital Improvement Plan (CIP) and the 2024-2029 Transportation Improvement Program (TIP) include a project titled South George Washington Way Intersection Improvements Project (the “Project”); and

WHEREAS, the Project’s completion requires property acquisitions from several property owners, including Krysta and Israel Cantu at 101 George Washington Way; and

WHEREAS, the City’s offered compensation for the acquisition is based on fair market valuation of the needed property interests as determined by a qualified appraiser; and

WHEREAS, Krysta and Israel Cantu have agreed to terms allowing the City to acquire the necessary property interests for the Project; and

WHEREAS, the funds necessary to acquire the property will be paid by the Project budget; and

WHEREAS, the City’s best interests are served by acquiring the property to enable completion of the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a purchase and sale agreement and all other documents necessary to complete the purchase of the required property interests at 101 George Washington Way in support of the South George Washington Way Intersection Improvements Project.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of September, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
Project-related Acquisition - Threat of Eminent Domain

Re: 101 George Washington Way, Richland, WA 99352; Parcel No. 114984020510009

This Agreement for Purchase and Sale of a portion of Real Property (the “Agreement”) is made and entered into between the **City of Richland, a Washington municipal corporation** (“Purchaser”), and **Krysta Cantu and Israel Cantu, husband and wife** (“Seller”). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.1 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, a portion of the improved real property located at 101 George Washington Way in the City of Richland, Benton County, Washington as legally described in **Exhibit A**, and a temporary construction easement located at 101 George Washington Way in the City of Richland, Benton County, Washington as legally described in **Exhibit B** attached hereto (together hereinafter referred to as the “Property”).

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

1.2. Timing of Conveyance. The Property shall be conveyed to Purchaser at Closing by a Statutory Warranty Deed (the “Deed”) and a Temporary Construction Easement Deed (the “Easement Deed”) subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below.

2. Purchase Price. The total purchase price for the Property shall be **EIGHTEEN THOUSAND ONE HUNDRED EIGHTY-TWO DOLLARS AND 30/100 CENTS (\$18,182.30)** (the “Purchase Price”). This value represents \$14,016.86 for 638 square feet of land in fee, \$1,093.44 for 315 square feet of temporary easement, and \$3,072 in site improvements. The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Cascade Title Company (the “Title Company”) at Closing (as defined in Section 6 below).

2.1. Reserved.

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

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

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

4. Title Matters.

4.1. Preliminary Title Report; Title Review. Within five (5) business days after the Effective Date, Purchaser, at its sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the “Preliminary Commitment”), and upon receipt, furnish same to Seller.

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

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

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

4.2. Reserved.

5. Due Diligence. Purchaser is granted a due diligence period until and including thirty (30) days after receipt of the Preliminary Commitment described in Section 4.1 above (the “Due Diligence Period”). Said Due Diligence Period may be extended an additional thirty (30) days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues subject to the terms of this Section 5. If the results of said review are unsatisfactory in Purchaser’s sole discretion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the Due Diligence Period (the “Due Diligence Termination Notice”). In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect; and neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein. If

Purchaser fails to provide a Due Diligence Termination Notice to Seller on or before the expiration of the Due Diligence Period, the due diligence contingency set forth under this Section 5 shall be deemed waived by Purchaser, and this Agreement shall continue in full force and effect.

5.1. Reserved.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is thirty (30) days after the expiration or waiver of the Due Diligence Period. Purchaser shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including but not limited to, the Deed. As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded, and the proceeds of the sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Purchaser shall pay the premium for the standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, deed or real property transfer taxes, and all Title Company's escrow fees and charges.

7. Covenants, Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

(g) As of the Effective Date and as of the date of Closing, Seller is not person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action ("OFAC").

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

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

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

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

8. Casualty and Condemnation.

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

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

9. Purchasers' Remedies. In the event of material breach of this Agreement by Seller, Purchaser shall have, as its sole remedies: (a) the right to pursue specific performance of this Agreement; (b) the right to terminate this Agreement; and (c) all remedies presently or hereafter available at law or in equity. Purchaser hereby waives all other remedies on account of a breach hereof by Seller.

10. Miscellaneous.

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

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

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

If to Purchaser: City of Richland
Attn: Public Works Department
625 Swift Blvd., MS-26
Richland, Washington 99352
Phone: (509) 942-7500
Email: aavetisyan@CI.RICHLAND.WA.US

If to Seller: Krysta & Israel Cantu
101 George Washington Way
Richland, WA 99352

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

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

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

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

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

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

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

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

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

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

10.13. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Seller under this Agreement. Seller is encouraged to review the contract and all documents related thereto with counsel before signing this Agreement.

[Signature Page to Follow]

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

SELLER

PURCHASER

By: _____
Krysta Cantu

Date

By: _____
Israel Cantu

Date

Jon Amundson, ICMA-CM
City Manager

Date

Attest:

Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney

**Exhibit A
LAND IN FEE**

KILMER PARCEL NO. 14984020510009

THE FOLLOWING DESCRIPTION IS BASED ON NAD83(2011) WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, DISTANCES WRITTEN IN US SURVEY FEET GROUND.

A PORTION OF LOT 9, BLOCK 510, ACCORDING TO THE PLAT OF RICHLAND, RECORDED IN VOLUME 6 AND 7 OF PLATS, UNDER AUDITOR'S FILE NUMBER 356196, RECORDS OF BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF A PUBLIC ROAD KNOWN AS GEORGE WASHINGTON WAY, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF SAID LOT 9; THENCE NORTH 23°25'34" WEST ALONG THE EASTERLY LINE OF SAID LOT 9, A DISTANCE OF 35.02 FEET; THENCE SOUTH 23°28'08" WEST A DISTANCE OF 49.64 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF A PUBLIC ROAD KNOWN AS AARON DRIVE; THENCE NORTH 68°18'42" EAST ALONG THE NORTHERLY LINE THEREOF A DISTANCE OF 36.26 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 638 SF, MORE OR LESS.

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT

KILMER PARCEL NO. 114984020510009

THE FOLLOWING DESCRIPTION IS BASED ON NAD83(2011) WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, DISTANCES WRITTEN IN US SURVEY FEET GROUND.

AN EASEMENT FOR TEMPORARY CONSTRUCTION LYING WITHIN A PORTION OF LOT 9, BLOCK 510, ACCORDING TO THE PLAT OF RICHLAND, RECORDED IN VOLUME 6 AND 7 OF PLATS, UNDER AUDITOR'S FILE NUMBER 356196, RECORDS OF BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY OF A PUBLIC ROAD KNOWN AS AARON DRIVE, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 9; THENCE NORTH $68^{\circ}18'42''$ EAST ALONG THE SOUTHERLY LINE THEREOF A DISTANCE OF 22.66 FEET; THENCE NORTH $21^{\circ}40'54''$ WEST A DISTANCE OF 13.79 FEET; THENCE SOUTH $68^{\circ}18'42''$ WEST A DISTANCE OF 23.08 FEET TO THE WESTERLY LINE OF SAID LOT 9; THENCE SOUTH $23^{\circ}25'34''$ EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 13.80 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 315 SF, MORE OR LESS.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/3/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 2 - Financial Sustainability

Strategic Priority 3 - Focused Development

Subject:

Resolution No. 2024-118, Authorizing Grant Applications to the Washington State Department of Commerce for 2026 Comprehensive Plan Update Funding

Department/Office
Development Services

Ordinance/Resolution Number:
2024-118

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-118, authorizing grant applications to the Washington State Department of Commerce for 2026 Comprehensive Plan periodic update grant funding.

Summary:

Pursuant to RCW 36.70A.130(5), the City of Richland is required to update its Comprehensive Plan on or before June 30, 2026. The Washington State Department of Commerce is offering three (3) grant funding opportunities to offset the cost of the required periodic update. In order to obtain the grants, an application for funding must be submitted no later than September 30, 2024. No matching funds are required, and the award amounts are based on population and scope of services.

The City's Comprehensive Land Use Plan (the "Plan") is a requirement of the Washington Growth Management Act and is the base planning document directing the orderly and prosperous development of the City. The Plan presently includes a variety of goals and objectives related to economic development, land use, housing, utilities, parks, and more. Legislation adopted in 2023 will also require content relative to the climate and the mitigation of greenhouse gas emissions. In 2025, the City will also update the existing City-wide Transportation Plan and a Comprehensive Parks Plan because they are precursors to the Comprehensive Land Use Plan update.

The overall cost of these combined planning efforts is expected to be approximately \$1.8 million in 2025 and 2026 as follows: Comprehensive Plan Periodic Update (\$1,180,000), City-wide Transportation Plan (\$500,000), and Comprehensive Parks Plan (\$125,000). Anticipated revenue sources for these projects include the City of Richland General Fund (\$1,425,000), a Department of Commerce Coordinating Low-Income Housing Planning Grant (\$50,000), a Department of Commerce Climate Planning Grant (\$700,000), and a Department of Commerce Comprehensive Plan Periodic Update Grant (\$175,000).

Approval of Resolution No. 2024-118 will facilitate the City's application for Department of Commerce grant resources to offset the City's expense to update the Comprehensive Land Use Plan and development regulations. Staff recommends adoption of Resolution No. 2024-118.

Fiscal Impact: Successful grant applications will allow the City to receive grant funding in the amount of up to \$380,000 from the Washington State Department of Commerce.

Attachments:

I. Resolution No. 2024-118

RESOLUTION NO. 2024-118

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING GRANT APPLICATIONS TO THE WASHINGTON
STATE DEPARTMENT OF COMMERCE FOR COMPREHENSIVE
PLAN PERIODIC UPDATE GRANT FUNDING.**

WHEREAS, pursuant to RCW 90.70A.130(5), the City of Richland is required to perform a periodic update to the Comprehensive Land Use Plan and development regulations; and

WHEREAS, the Washington State Department of Commerce provides three (3) possible grant funding opportunities for cities to offset the cost of the required periodic update including the Comprehensive Plan Periodic Update Grant, Coordinating Low-Income Housing Planning Grant, and the Climate Planning Grant; and

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

WHEREAS, grant funding is based on population and scope of services; and

WHEREAS, the Department of Commerce is offering the City of Richland grant funding for the three (3) grant programs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to prepare and submit grant applications to the Washington State Department of Commerce to partially fund the 2026 Comprehensive Land Use Plan and development regulations periodic update.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of September, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/3/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 4 - Quality of Life

Subject:

Resolution No. 2024-119, Authorizing a Grant Application to the Washington Traffic Safety Commission for Traffic Safety Law Enforcement Equipment Funding

Department/Office
Police

Ordinance/Resolution Number:
2024-119

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-119, authorizing staff to submit a grant application to the Washington Traffic Safety Commission and authorizing the City Manager to execute all documents necessary to accept the grant if the application is successful.

Summary:

Each year, the Washington Traffic Safety Commission assists law enforcement agencies throughout Washington state by awarding grant funds up to \$10,000 for the purchase of traffic safety law enforcement equipment. These grant funds can be used to purchase radar, rain gear, and other equipment used to enforce school zone speed limits and keep kids safe on their way to school. No matching funds are required.

If awarded the grant, the Richland Police Department plans to purchase four (4) additional LIDARS which will be issued to patrol so they can assist the traffic safety unit in enforcing school zone speed laws. Adoption of Resolution No. 2024-119 will authorize submission of a grant application and execution of a grant agreement by the City Manager if the City's application is successful.

The grant period is from August 1, 2024 to April 30, 2025.

Staff recommends adoption of Resolution No. 2024-119.

Fiscal Impact:

A successful grant application will add up to \$10,000 in new revenue to the City's general fund to be used specifically for the purchase of traffic enforcement equipment.

Attachments:

- I. Resolution No. 2024-119

RESOLUTION NO. 2024-119

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING APPLICATION AND ACCEPTANCE OF A
TRAFFIC SAFETY LAW ENFORCEMENT EQUIPMENT GRANT
FROM THE WASHINGTON TRAFFIC SAFETY COMMISSION.**

WHEREAS, the Washington Traffic Safety Commission assists law enforcement agencies throughout Washington State by providing grant funds for traffic safety law enforcement equipment; and

WHEREAS, the Richland Police Department is actively enforcing traffic safety in school zones and would be eligible for a traffic safety grant in an amount up to \$10,000; and

WHEREAS, the grant funds are to be used for additional patrol unit lidar to assist the traffic safety unit in enforcing school zone speed laws; and

WHEREAS, if awarded, the grant funding will allow the Richland Police Department to continue its emphasis on traffic safety and enforcement.

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 Traffic Safety Commission for a traffic safety law enforcement equipment grant.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute all documents necessary to receive the grant in the event staff's application is successful.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of September, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/3/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-120, Authorizing a Consultant Agreement with Tripepi Smith and Associates, Inc. for a City-wide Communications and Community Engagement Plan

Department/Office
City Manager

Ordinance/Resolution Number:
2024-120

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-120, authorizing the City Manager to sign and execute an agreement with Tripepi Smith and Associates, Inc. for a City-wide Communications and Community Engagement Plan.

Summary:

The City's Strategic Plan identifies the need for a City-wide Communications and Community Engagement Plan and the item was subsequently included in the adopted 2024 budget. In May 2024, a Request for Proposals (RFP) was conducted in accordance with the City's purchasing policies. Four (4) responses were received. Tripepi Smith and Associates, Inc. was selected as the most qualified vendor to complete the City-wide Communications and Community Engagement Plan.

The City's best interests are served by executing a consultant agreement with Tripepi Smith and Associates, Inc. to provide the identified services.

Staff recommends adoption of Resolution No. 2024-120.

Fiscal Impact: The agreement with Tripepi Smith and Associates, Inc. is not to exceed \$90,295.

Attachments:

I. Resolution No. 2024-120

RESOLUTION NO. 2024-120

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH TRIPEPI
SMITH AND ASSOCIATES, INC. FOR A CITY-WIDE
COMMUNICATIONS AND COMMUNITY ENGAGEMENT PLAN.**

WHEREAS, the City's Communications and Marketing Division provides communications and public outreach for city-wide initiatives, events, projects and services, utilizing resources such as websites, social media platforms, cable television PEG programming, print materials, wayfinding signage, reader boards, and other mediums of communication; and

WHEREAS, development of a city-wide communications plan is identified as an initiative in the City's 2024-2026 Strategic Plan to achieve Priority No. 1 - High-Performance Government; and

WHEREAS, in May 2024, a competitive Request for Proposal (RFP) process was conducted in accordance with the City's purchasing policies with four (4) responses received; and

WHEREAS, Tripepi Smith and Associates, Inc. was selected as the most qualified vendor to complete the city-wide communications and community engagement plan; and

WHEREAS, a scope of work and budget have been negotiated with Tripepi Smith and Associates, Inc. that provide the necessary services at a reasonable value; and

WHEREAS, the City's best interests are served by executing a consultant agreement with Tripepi Smith and Associates, Inc. to provide the identified services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with Tripepi Smith and Associates, Inc. for an amount not to exceed \$90,295 for development of a city-wide communications and community engagement plan.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of September, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/3/2024

Agenda Category: Items of Business

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-121, Declaring Surplus and Authorizing Relinquishment of a Utility Easement at 1511 Wright Avenue

Department/Office
Public Works

Ordinance/Resolution Number:
2024-121

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-121, declaring surplus and authorizing relinquishment of a utility easement at 1511 Wright Ave as provided therein.

Summary:

The property owner of 1511 Wright Avenue, Jaime Ricardo, has requested a partial relinquishment of a utility easement. The easement to be relinquished, depicted by hatching on Exhibit A, is no longer needed for municipal purposes as the utilities have been removed.

RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes. On September 1, 2024, a notice was published that a public hearing would be held on September 3, 2024 to take public testimony regarding the surplus action.

Barring any compelling testimony offered at the hearing, staff recommends adoption of Resolution No. 2024-121.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2024-121

RESOLUTION NO. 2024-121

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT
OF AN EASEMENT LYING WITHIN 1511 WRIGHT AVENUE.**

WHEREAS, the property owner at 1511 Wright Avenue, Jaime Ricardo, has requested partial relinquishment of easements; and

WHEREAS, the easements to be relinquished, depicted by hatching on **Exhibit A**, are no longer needed for municipal purposes as the utilities have been removed; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes; and

WHEREAS, on September 1, 2024, notice was duly published that a public hearing would be held on September 3, 2024 to take testimony regarding this surplus action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the existing easements, originally acquired for utility purposes and described as follows, are hereby found to be surplus to the City's needs:

That portion of a utility easement described in the Plat of Richland, recorded under Volumes 6 & 7 of Plats and Auditor's File Number 356196 sheet 8D, Block 338, Lot 2, records of Benton County, Washington described as follows:

A strip of land 10.00 feet in width situated in Section 3, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington being more particularly described as follows:

Commencing at the Southeast corner of Lot 2, Block 338 of the hereinabove mentioned plat; Thence North 2°45'12" West along the eastern boundary of said Lot a distance of 1 foot to the **True Point of Beginning**;

Thence along said eastern boundary of the hereinabove Lot, North 2°45'12" West a distance of 10.00 feet; Thence North 88°58'00" West a distance of 70.33 feet to a point 2.5 feet perpendicular from an existing electric line; Thence South 53°51'37" East parallel and 2.5 feet northeast of existing electric line a distance of 17.39 feet; Thence South 88°58'00" East a distance of 50.80 feet to the **True Point of Beginning**.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute all documents necessary to relinquish the City's interest in the public utility easements legally described herein and depicted on **Exhibit A**, and to deliver the same upon payment.

BE IT FURTHER RESOLVED that the consideration in support of this relinquishment, which covers the City's administrative processing fees and recording costs, shall be paid by the applicant.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of September, 2024.

Theresa Richardson, Mayor

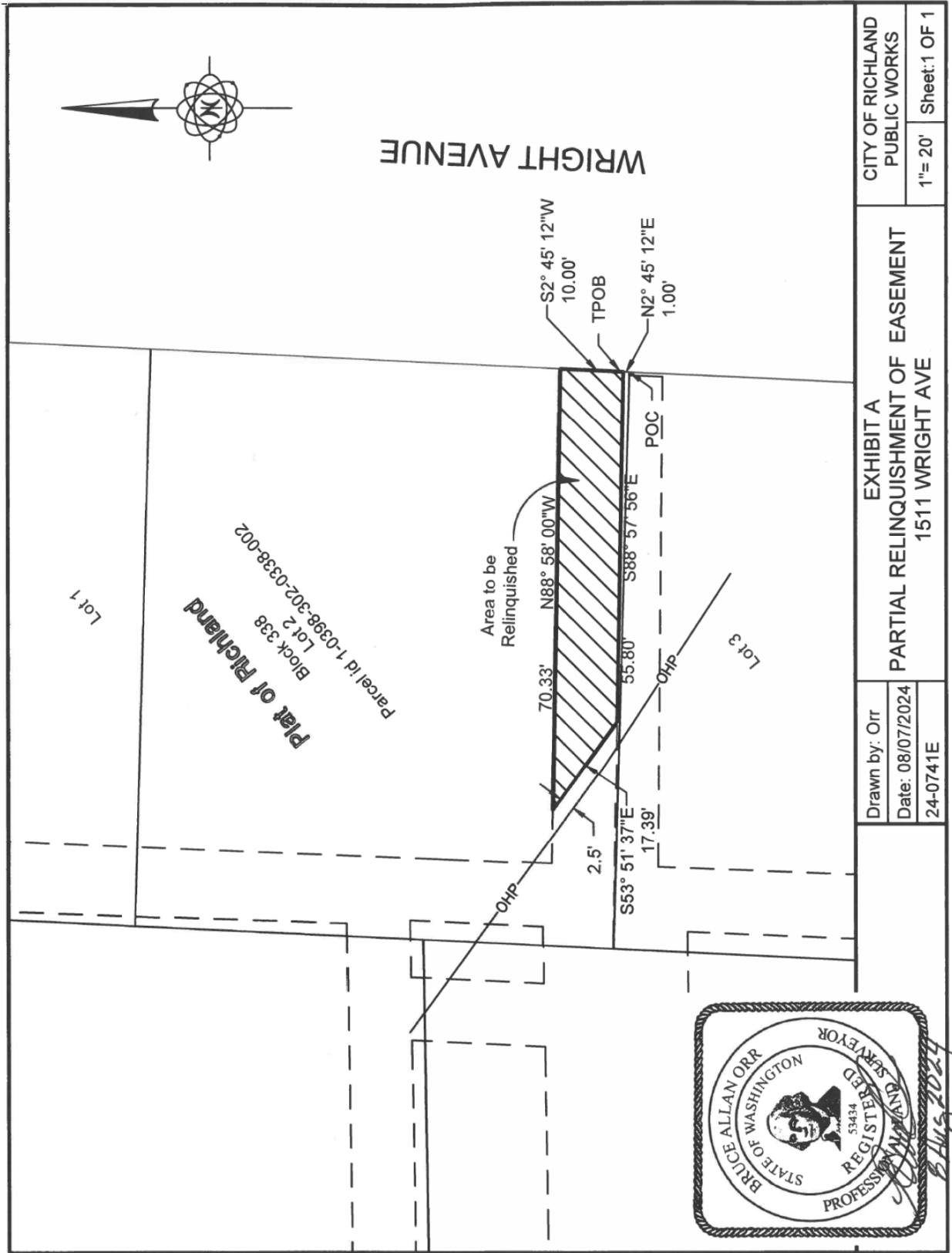
Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

EXHIBIT A





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/3/2024

Agenda Category: Items of Business

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-122, Declaring Surplus and Authorizing Relinquishment of Utility Easements at 1903 Terminal Drive

Department/Office
Public Works

Ordinance/Resolution Number:
2024-122

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-122, declaring surplus and authorizing relinquishment of utility easements at 1903 Terminal Drive as provided therein.

Summary:

The Port of Benton, owner of the Richland Airport at 1903 Terminal Drive, has requested relinquishment of three (3) utility easements. The easements to be relinquished, legally described on Exhibits A, B and C and depicted on Exhibits A-1, B-1 and C-1, are no longer needed for municipal purposes as the utilities have been removed from service.

RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes. On September 1, 2024, a notice was published that a public hearing would be held on September 3, 2024 to take public testimony regarding this surplus action.

Barring any compelling testimony offered at the hearing, staff recommends adoption of Resolution No. 2024-122.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2024-122

RESOLUTION NO. 2024-122

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT
OF EASEMENTS LYING WITHIN 1903 TERMINAL DRIVE.**

WHEREAS, the property owner at 1903 Terminal Drive, Port of Benton, a Washington port district formed under Title 53 RCW, has requested relinquishment of three (3) easements; and

WHEREAS, the easements to be relinquished, legally described on **Exhibits A, B and C** and depicted on **Exhibits A-1, B-1 and C-1**, are no longer needed for municipal purposes as the utilities have been removed from service; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes; and

WHEREAS, on September 1, 2024, notice was duly published that a public hearing would be held on September 3, 2024 to take testimony regarding this surplus action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the existing easements, originally acquired for electrical, water and sewer purposes and legally described on **Exhibits A, B and C**, attached hereto and incorporated herein by reference, are hereby found to be surplus to the City's needs.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute all documents necessary to relinquish the City's interest in the public utility easements legally described on **Exhibits A, B and C** and depicted on **Exhibits A-1, B-1 and C-1**, and to deliver the same upon payment.

BE IT FURTHER RESOLVED that the consideration in support of this relinquishment, which covers the City's administrative processing fees and recording costs, shall be paid by the applicant.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of September, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

EXHIBIT A

That portion of an electrical easement described in deed, recorded under Auditor's File Number 1979-796717, records of Benton County, Washington described as follows:

A strip of land 10.00 feet in width situated in Section 34, Township 10 North, Range 28 East, Willamette Meridian, Benton County, Washington with 5.0 feet lying on each side of the following described line:

Beginning at a point on the Westerly boundary of the Plat of Richland, said point being designated as P.B. 10-W; Thence North $39^{\circ}59'18''$ East along said boundary to a point designated as P.B. 11-W; Thence North $30^{\circ}19'27''$ West a distance of 1916.05 feet to the **True Point of Beginning**;

Thence South $33^{\circ}57'01''$ West a distance of 160.90 feet; Thence South $26^{\circ}54'52''$ West a distance of 92.99 feet to a point of curve; Thence along a curve to the left having a central angle of $92^{\circ}10'21''$ and a radius of 174.37 feet, an arc distance of 280.52 feet to the **Terminus** of said line.

EXHIBIT A-1

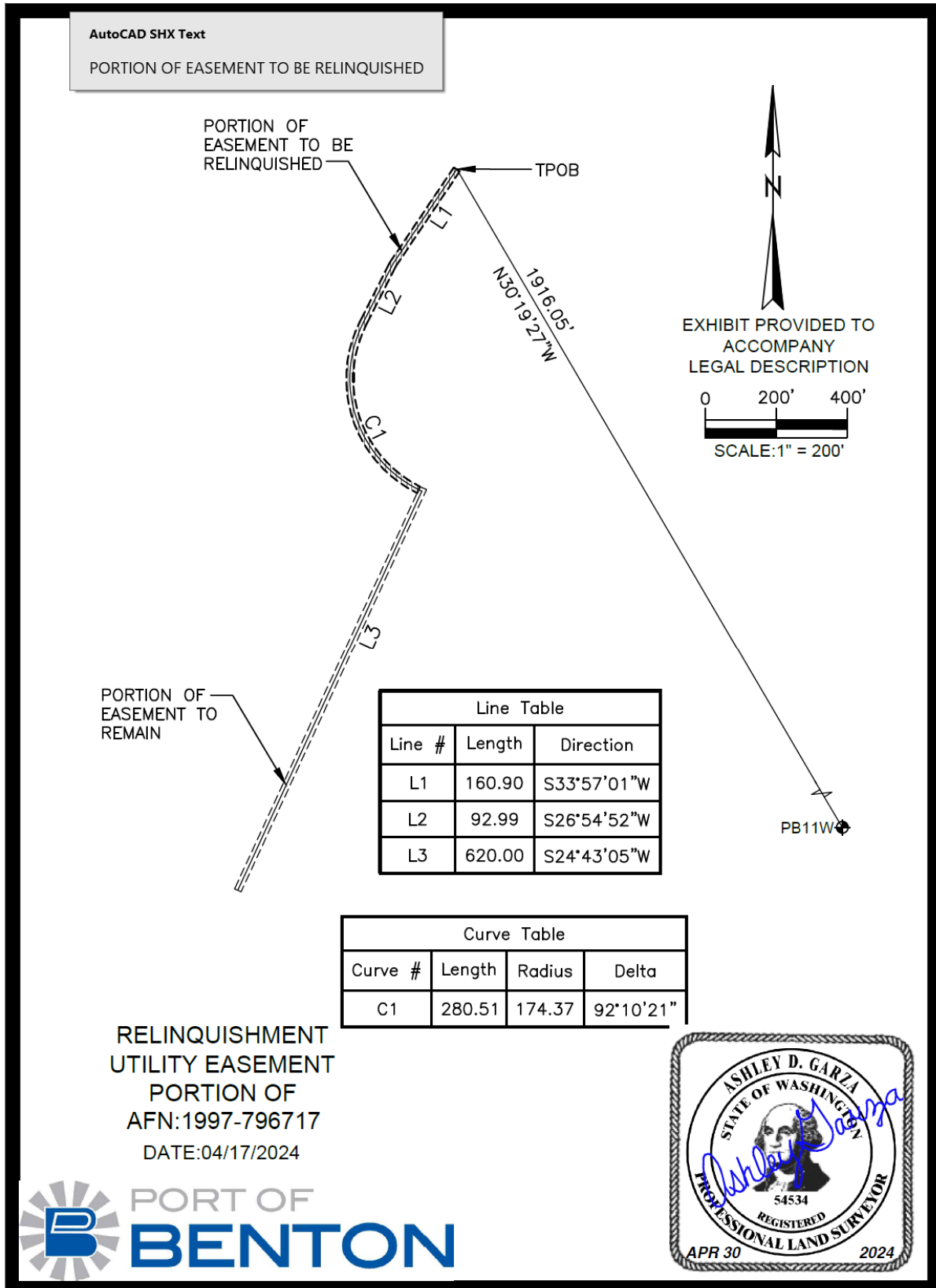


EXHIBIT B

Together with that portion of a water easement described in deed, recorded under Auditor's file Number 1979-793182, records of Benton County, Washington described as follows:

A strip of land 10.00 feet in width situated in Section 34, Township 10 North, Range 28 East, Willamette Meridian, Benton County, Washington, with 5.00 feet lying on each side of the following described line:

Commencing at a point on the Westerly Boundary of the Plat of Richland, said point being designated as P.B. 10-W; Thence North $39^{\circ}59'18''$ East along said boundary to a point designated as P.B. 11-W; Thence North $11^{\circ}35'02''$ East a distance of 400.93 feet; Thence North $63^{\circ}05'44''$ West a distance of 81.99 feet; Thence North $35^{\circ}27'27''$ West a distance of 954.14 feet; Thence North $29^{\circ}06'48''$ East a distance of 256.72 feet; Thence North $27^{\circ}46'55''$ East a distance of 188.71 feet; Thence North $08^{\circ}53'28''$ East a distance of 94.79 feet to the **True Point of Beginning** of that portion of said easement;

Thence North $08^{\circ}53'28''$ East a distance of 14.30 feet to a point of curve; Thence along a curve to the left having a central angle of $116^{\circ}36'10''$ and a radius of 171.03 feet, an arc distance of 348.06 feet to the point of tangency; Thence South $72^{\circ}17'18''$ West a distance of 123.84 feet; Thence South $63^{\circ}47'15''$ West a distance of 135.67 feet; Thence South $58^{\circ}09'34''$ West a distance of 120.85; Thence South $52^{\circ}43'24''$ West a distance of 100.04 feet; Thence South $34^{\circ}10'37''$ West a distance of 182.21 feet; Thence South $27^{\circ}30'46''$ West a distance of 149.78 feet; Thence South $53^{\circ}15'42''$ East a distance of 238.40 feet; Thence along a non-tangent curve to the left having a central angle of $16^{\circ}34'11''$, a radius of 330.47 feet, and a chord bearing of South $73^{\circ}24'07''$ East with a distance of 95.24 feet; an arc distance of 95.57 feet to the **Terminus** of said line.

EXHIBIT B-1

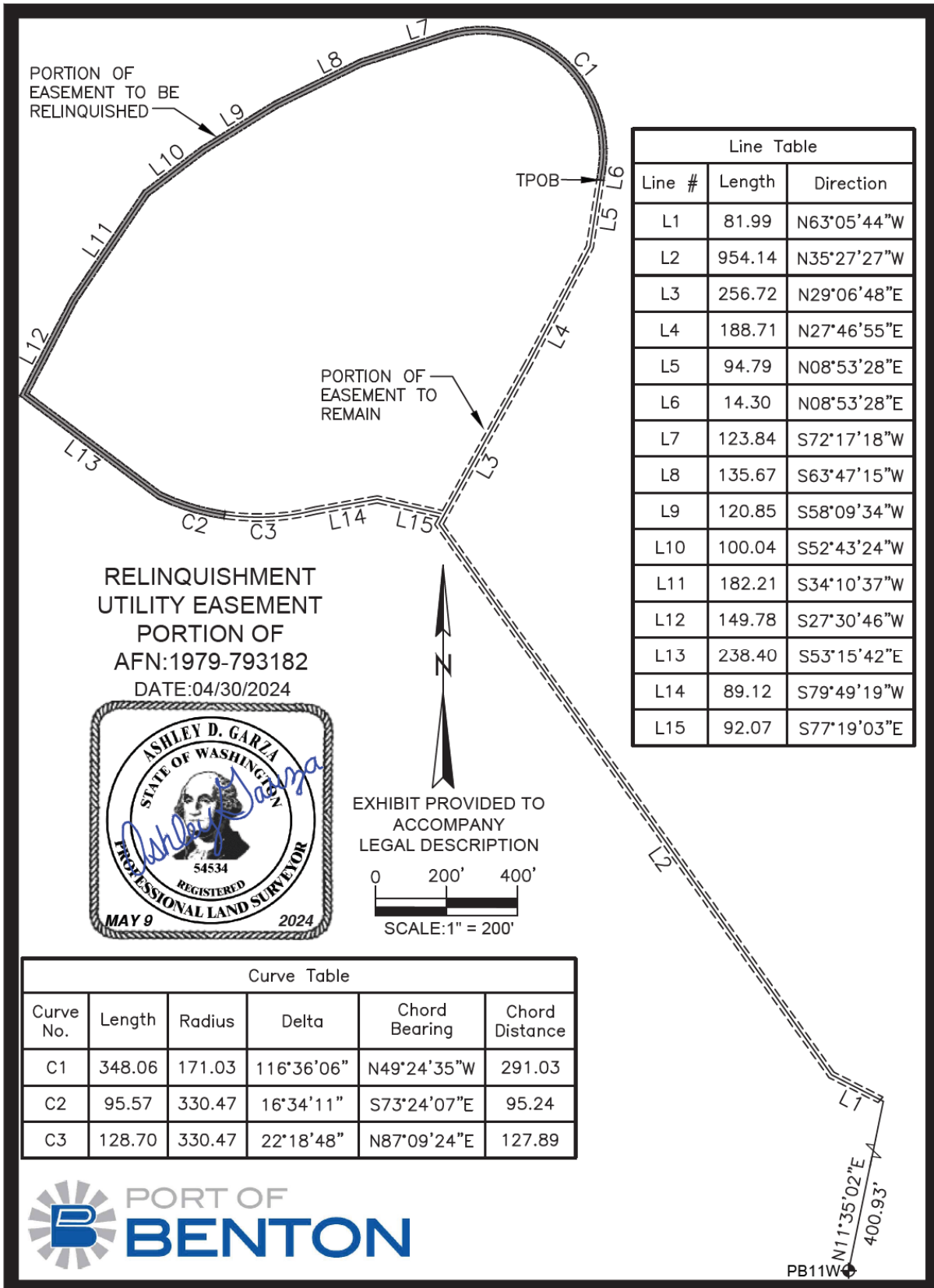


EXHIBIT C

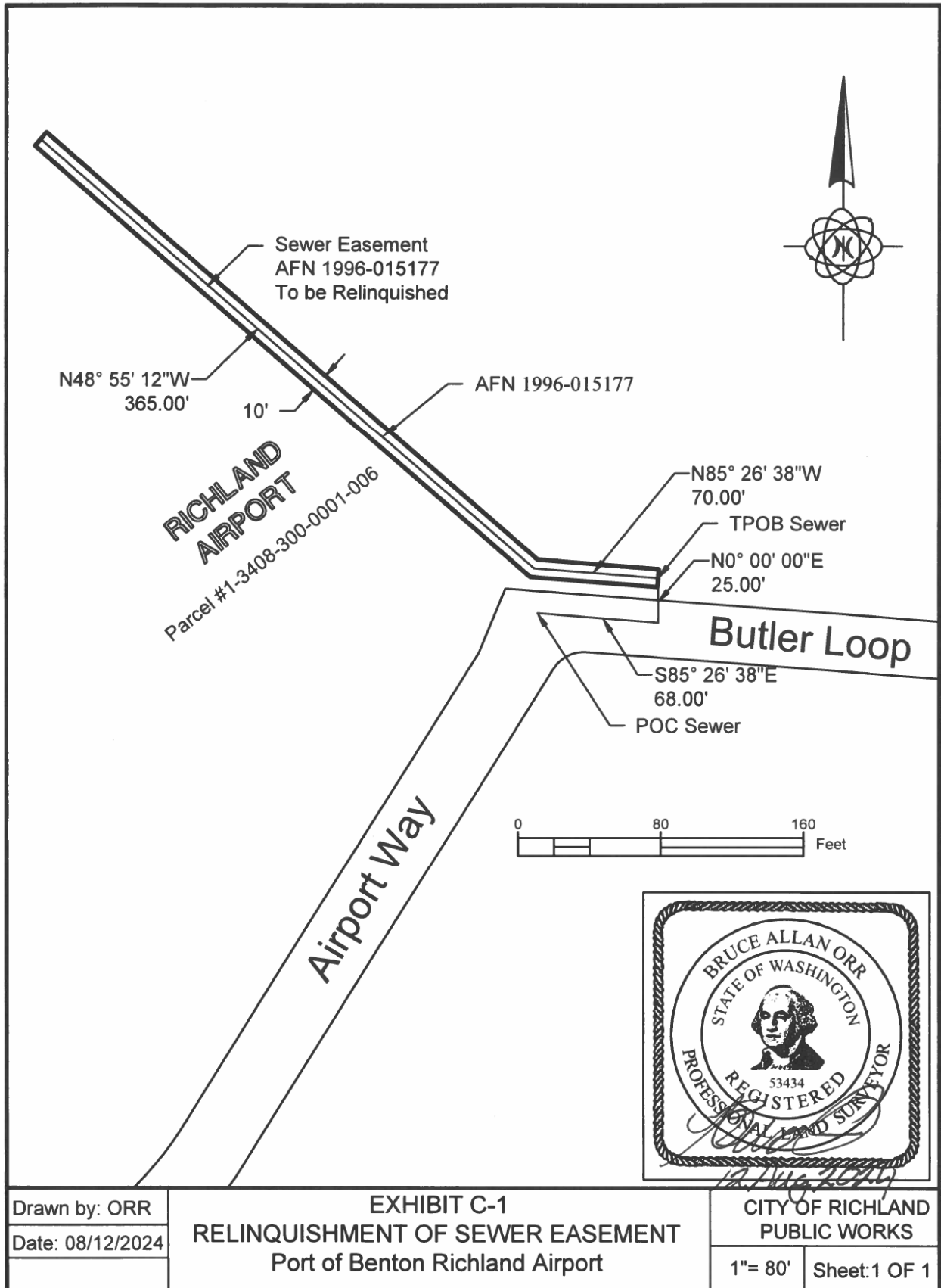
A sewer easement described in deed, recorded under Auditor's file Number 1996-015177, records of Benton County, Washington described as follows:

A strip of land 10.00 feet in width situated in Section 34, Township 10 North, Range 28 East, Willamette Meridian, Benton County, Washington, with 5.00 feet lying on each side of the following described line:

Beginning at the intersection of Airport Way and Butler Loop; Thence South 85°26'38" East a distance of 68 feet; Thence northerly a distance of 25 feet more or less to an existing sanitary sewer manhole and **True Point of Beginning**.

Thence North 85°26'38 West a distance of 70 feet; Thence North 48°55'12" West a distance of 365 feet to the **end** of said easement.

EXHIBIT C-1





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 9/3/2024

Agenda Category: Items of Business

Strategic Priority 4 - Quality of Life

Subject:

Resolution No. 2024-123, Renaming the Urban Greenbelt Trail to the G. A. Pehrson Urban Greenbelt Trail

Department/Office
Parks & Public Facilities

Ordinance/Resolution Number:
2024-123

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-123, renaming the Urban Greenbelt Trail to the G. A. Pehrson Urban Greenbelt Trail.

Summary:

On June 27, 2024, community members approached the Parks & Recreation Commission (PRC) at a workshop to propose the renaming of the Urban Greenbelt Trail (UGT) after Gustav Albin Pehrson. The discussion continued during a regular PRC meeting on July 11, 2024. These presentations highlighted the important historical role Mr. Pehrson had as the Architect-Engineer who shaped the early layout of the community in the 1940s during the Manhattan Project and Hanford Site development. His influence is still visible in the City of Richland today.

During a regular PRC Meeting on August 8, 2024, the Commission moved to accept the recommendation to rename the trail the "G. A. Pehrson Urban Greenbelt Trail" and forward the recommendation to City Council for consideration.

Staff recommends adoption of Resolution No. 2024-123.

Fiscal Impact: A minor fiscal impact to address pavement markings and limited signage replacement can be accommodated within the existing operating budget of the Parks & Public Facilities Department.

Attachments:

1. Resolution No. 2024-123
2. Urban Greenbelt Trail Naming Proposal Presentation

RESOLUTION NO. 2024-123

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING THE RENAMING OF THE URBAN GREENBELT
TRAIL.**

WHEREAS, the City of Richland operates a park system that includes the Urban Greenbelt Trail; and

WHEREAS, in 2024, community members proposed to the City of Richland Parks & Recreation Commission (PRC) that the Urban Greenbelt Trail be renamed the G. A. Pehrson Urban Greenbelt Trail in recognition of Pehrson's historical contributions to the City; and

WHEREAS, pursuant to the City's adopted policy governing the naming of greenways, parks and their facilities as first adopted in 1970 and last amended in 1995, the PRC may propose the renaming of trails and forward its recommendation to the City Council for ultimate determination; and

WHEREAS, G. A. Pehrson was the architect responsible for designing the new community of Richland Village, which consisted of housing, schools and other buildings developed to serve the Hanford nuclear site. Mr. Pehrson's significant impact on the look and feel of Richland as it exists today renders his name one that meets the criteria in the City's policy; and

WHEREAS, on August 8, 2024, the Parks & Recreation Commission voted unanimously to recommend to Richland City Council that the trail system currently identified as Urban Greenbelt Trail be renamed the G. A. Pehrson Urban Greenbelt Trail.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the Urban Greenbelt Trail depicted in **Exhibit A** is hereby renamed the G. A. Pehrson Urban Greenbelt Trail.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of September, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

EXHIBIT A

Urban Greenbelt Trail labeled “UGT” and marked in green dashed line in image below.





Urban Greenbelt Trail Naming Proposal

Richland City Council

Sept. 3, 2024

Presented by: Chris Waite, Parks and Public Facilities Director



Presentation Objectives

1. Explain park and greenway naming mechanism.
2. Provide history of the naming proposal.
3. Introduce naming proposal for Council consideration.



Policy

6. Naming of Greenways, Parks, and Their Facilities

The naming of parks or other facilities maintained by the City of Richland originates with the Parks and Recreation Commission. The Commission may propose a name or seek assistance through community input, such as a naming contest in cooperation with Richland School District students. After considering all proposed names, the Commission will forward its recommendation to the City Council for the final determination.

(Source: Parks & Recreation Policy for Memorials, Gifts, Monuments, Statues, Works of Art, and Naming Procedure)



Naming Categories

A. Commemorative Names

- a. Examples: Hanford, local Tribal names, historical events unique to the area, or other commemorative names.

B. Utilitarian Names

- a. Examples: Street names around the park, development names.

C. Recognition of Donors

- a. Recognition of private citizens or groups may be given by adopting the names of the donors of land or money used to acquire land or equipment for parks and recreation areas.

D. Prominent Individuals

- a. In limited situations, it may be appropriate to name parks or recreation areas after prominent individuals at the local, state, or national level.



Naming Proposal Background

- June 27, 2024 – Community members submitted a naming proposal at the Parks and Recreation Commission (PRC) Workshop to name the Urban Greenbelt Trail the “G. A. Pehrson Urban Greenbelt Trail”.
- July 11, 2024 – Community members provided a follow-up presentation at a PRC Regular Meeting.
- The presentations highlighted the important historical role G. (Gustav) A. (Albin) Pehrson had as the Architect-Engineer that shaped the early layout of the community during the Hanford Nuclear Project.



Urban Greenbelt Trail (UGT) Location

G. A. Pehrson Introduction

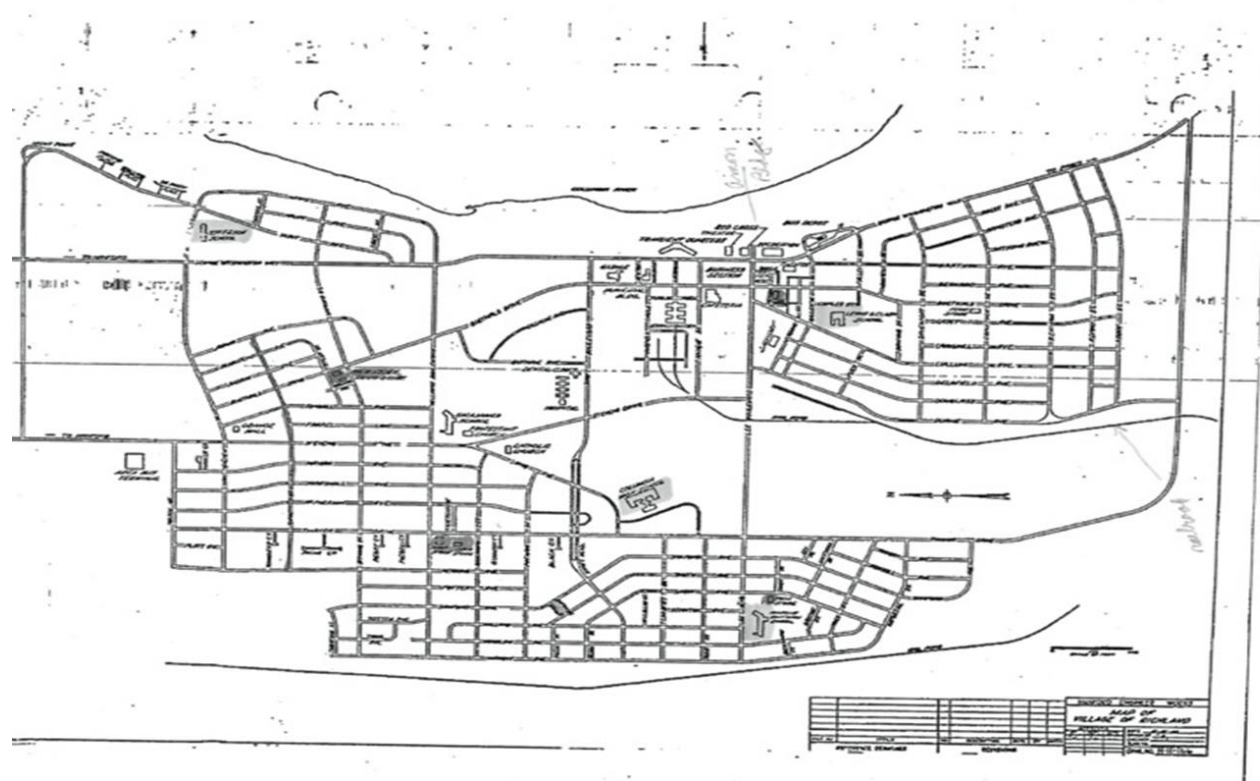
- Spokane Architect.
- 1943 approached to design the Hanford Engineer Works Village.
- Work in a compressed timeframe to design a community in support of the Hanford Nuclear Project.

“The services will include plans and specifications complete for dwellings, commercial buildings,...club houses etc., all utilities...The town site will be developed for an ultimate population of about 6500[sic]...expansion to serve a population of 12,000.”

Source: Report on the Hanford Engineer Works Village (Richland Washington) Nov 1943. p.6

Introduction Continued

- Thoughtfully designed a community where people would want to live.
- Worked with ever changing parameters.
- Evidence of his design is still visible today.





Examples of Other Park and Greenway Names

- Leslie Groves
- Howard Amon
- Utilitarian names also overlap into names after historical figures
 - Examples: Stevens Park, Goethals Park, Barth Park

Conclusion

- Richland has a rich history of naming parks and greenways after historical figures.
- This proposal is adding to the name Urban Greenbelt Trail rather than completely changing an amenity's name.
- Mr. Pehrson played a significant role in shaping Richland and his influence is still impacting our community today.
- The Parks and Recreation Commission recommends the naming proposal.