



Agenda

City Council Regular Meeting

Tuesday, July 7, 2026

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. Proclamation Recognizing Jonathan Allen for Setting the Washington State High School Boys Pole Vault Record
 - Mayor Richardson
2. 4th of July Update
 - Randy Aust, Fire Chief
 - Marty Pilcher, Chief of Police
3. 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.

4. Proposed Surplus and Authorizing Relinquishment of Portions of Two Easements lying within Parcel 1 and 2 of Record of Survey No. 6256, Resolution No. 2026-93

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

5. Approval of the June 16, 2026 City Council Regular Meeting Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading

None.

Ordinances - Second Reading & Passage

None.

Resolutions - Adoption

6. Resolution No. 2026-87, Authorizing Change Order No. 3 to the Construction Contract with Apollo, Inc. for Phase 2B - Landfill Development of the Horn Rapids Landfill Expansion - Phase 2 Project
- Carlo D'Alessandro, Public Works Director
7. Resolution No. 2026-88, Authorizing a Purchase and Sale Agreement with Ciara and Kyle Palmer in Support of the Downtown Connectivity Improvements Project
- Carlo D'Alessandro, Public Works Director
8. Resolution No. 2026-89, Authorizing a Consultant Agreement with J-U-B Engineers, Inc. for the Wastewater Management Plan Update
- Carlo D'Alessandro, Public Works Director
9. Resolution No. 2026-90, Authorizing a Grant Application to the Federal Emergency Management Agency (FEMA) for funding through the Assistance to Firefighters Grant
- Randy Aust, Fire Chief
10. Resolution No. 2026-91, Authorizing a Consultant Agreement with Beckwith Consulting Group for the Central Business District Wayfinding Master Plan
- Mike Rizzitiello, Development Services Director
11. Resolution No. 2026-92, Authorizing a Horn Rapids Solar Site Power and Purchase Agreement with Horn Rapids Solar, LLC
- Clint Whitney, Energy Services Director
12. Resolution No. 2026-94, Ratifying an Interagency Agreement with the Washington State Department of Ecology on behalf of Hanford Communities
- Jon Amundson, City Manager

Items - Approval

13. Appointment to the Parks & Recreation Commission: Eric Bostrom
- Jennifer Rogers, City Clerk
14. Appointment to the Richland Public Facilities District Board: Carol Moser and Steven Wiley
- Jennifer Rogers, City Clerk

Expenditures - Approval

None.

Items of Business

15. Ordinance No. 2026-16, Establishing Chapter 11.60 of the Richland Municipal Code related to Automated Traffic Safety Cameras
- Drew Florence, Assistant City Manager

16. Resolution No. 2026-93, Declaring Surplus and Authorizing Relinquishment of Portions of Two Easements lying within Parcel 1 and 2 of Record of Survey No. 6256
- Carlo D'Alessandro, Public Works Director

Reports and Comments

1. City Manager
2. City Council
3. Mayor

Adjournment

This meeting will be broadcast live on Spectrum Channel 192, on the City's website at richlandwa.gov/CityViewTV and on YouTube at <https://www.youtube.com/@RichlandCityViewTV>.

Richland City Hall is ADA accessible. Any individual who has difficulty attending the meeting in-person may request to provide comments remotely. (RCW Ch. 42.30) 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, the City of Richland takes great pride in recognizing and celebrating local students who exemplify excellence, determination, and dedication in academics, athletics, and community life; and

WHEREAS, Jonathan Allen, a sophomore student-athlete at Hanford High School, has distinguished himself through exceptional athletic ability, perseverance, and an unwavering commitment to the sport of track and field; and

WHEREAS, at the 2026 Washington Interscholastic Activities Association (WIAA) State Track and Field Championships in Tacoma, Washington, Jonathan Allen set a new all-time Washington State high school pole vault record with a vault of 17 feet, 6 inches, capturing the Class 4A state title and surpassing the previous state record of 17 feet, 5 inches; and

WHEREAS, this achievement is the product of countless hours of practice and the steadfast support of Jonathan's family, coaches, teammates, and school community, and stands as an inspiration to fellow students and aspiring athletes throughout Richland; and

WHEREAS, Jonathan's accomplishment brings great distinction to Hanford High School, the Richland School District, and the City of Richland, embodying the values of hard work, dedication, and the pursuit of excellence that define our community.

NOW, THEREFORE, I, Theresa Richardson, by the power vested in me as Mayor of the City of Richland, do hereby proudly recognize and congratulate **JONATHAN ALLEN** for his outstanding achievement in setting a new Washington State pole vault record, and extend our heartfelt appreciation for the pride and positive recognition he has brought to our community.

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 7th day of July, 2026.

Theresa A Richardson

Theresa Richardson, Mayor



WELCOME TO RICHLAND



WELCOME TO RICHLAND



Cameron Dayton

Journey Lineworker

Division: Power Operations

Hire Date: 06/01/2026



WELCOME TO RICHLAND



Cassie Martinez

Police Officer

Division: Police Services

Hire Date: 06/01/2026



WELCOME TO RICHLAND



Emily Lyons

Customer Service Representative

Division: Customer Service

Hire Date: 06/08/2026



WELCOME TO RICHLAND



Phillip Smith

Engineering Technician III

Division: Public Works Admin. & Engineering

Hire Date: 06/15/2026



WELCOME TO RICHLAND



Jonas Thompson

BCES IT Systems Administrator

Division: SECOMM Operations General

Hire Date: 06/15/2026



WELCOME TO RICHLAND



Michael Pena

Engineering Technician IV

Division: Electrical Engineering

Hire Date: 06/29/2026



RETIREES



WELCOME TO RICHLAND



Robert Grubenhoff

Fire Lieutenant

Division: Fire & Emergency Services

Retirement Date: 06/16/2026

Years of Service: 21



Minutes
City Council Regular Meeting
Tuesday, June 16, 2026
Richland City Hall ~ Council Chambers
625 Swift Boulevard

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

Mayor Pro Tem VanDyke Called the Council meeting to order at 6:00 p.m.

Welcome and Roll Call

Mayor Pro Tem VanDyke welcomed those in the audience and expressed appreciation for their attendance.

Attendance:	Mayor Richardson	Absent
	Mayor Pro Tem VanDyke	Present
	Councilmember Holten	Present
	Councilmember Jones	Present
	Councilmember Maier	Absent
	Councilmember Samuel	Present
	Councilmember Whitten	Present

Also present were Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Aust, Chief of Police Pilcher, Energy Services Director Whitney, Finance Director Allen, Parks and Public Facilities Director Waite, Human Resources Director Paulsen, Public Works Director D'Alessandro, Development Services Director Rizzitiello, Information Technology Director Goodhue, and City Clerk Rogers.

COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER SAMUEL SECONDED THE MOTION TO EXCUSE MAYOR RICHARDSON AND COUNCILMEMBER MAIER. MOTION CARRIED 5-0.

Pledge of Allegiance

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

Approval of Agenda

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

Presentations

1. Introduction of K-9 Cody and Officer Matthew Smith

Chief of Police Pilcher introduced Officer Smith and his canine partner, K-9 Cody. He noted the team has logged more than 400 hours of training together as it prepares to certify as a K-9 team.

2. Introduction of Basic Law Enforcement Academy Class No. 937 Graduates: Jay Aoyama, Darius Bunch, Leonardo Gallardo, Mason Martinell, Clayton Rice, and Exceptional Entry: Michael Hayter, and Lateral Cassie Martinez

Chief of Police Pilcher introduced recently hired officers, several of whom graduated from Basic Law Enforcement Academy Class No. 937 and provided a short background on each officer.

Christine Ortega, President of the Richland Police Foundation, welcomed the new officers on behalf of the Foundation and announced that each would receive a welcome basket of items donated by local businesses and organizations as a token of appreciation.

3. America 250 Month Proclamation

A proclamation declaring July as *America 250 Month* in the City of Richland was read by Mayor Pro Tem VanDyke and presented to Wendy Todd, representing the Columbia River Chapter, National Society Daughters of the American Revolution (NSDAR).

Public Hearing

City Clerk Rogers read the public hearing and public comments procedures.

4. Proposed Surplus and Authorizing Relinquishment of a Storm Sewer Easement lying within 608 Williams Boulevard, Resolution No. 2026-83

Mayor Pro Tem VanDyke opened and closed the public hearing at 6:17 p.m. No comments were offered.

Public Comments

The following individuals provided public comments:

- Randy Slovic, a Richland resident, reviewed Atlas Agro's financial and project history, questioning the company's reliance on subsidies and outside funding, its lack of completed projects, and the source of financing for the proposed fertilizer plant and data center.
- Connie Muñoz, a Richland resident, spoke in opposition to Resolution No. 2026-84, raising concerns regarding the project's 350-megawatt electrical demand, water use, Atlas Agro's lack of completed projects, limited permanent job creation, potential decommissioning costs, and possible financial impacts to Richland taxpayers.

- Laila Krowiak, a Richland resident, urged Council to slow the pace of the project to allow for quality control and environmental impact regulations to be established, while considering the quality of life of Richland residents.
- Natalie Williams, a Pasco resident, expressed concerns about water pollution related to the data center project.
- Jamie Stayrook, a Richland resident, expressed concerns regarding the lack of long-term health impact studies for data centers, potential water consumption and water safety impacts.
- Heather Sheldon, a Richland resident, requested that Council deny data center applications or, at minimum, consider a one-year moratorium on data center building and planning. She cited concerns regarding Atlas Agro's lack of completed projects, and potential environmental, economic, and health impacts.
- Paul Fraser, a Richland resident, spoke in opposition to Resolution No. 2026-84, citing concerns regarding potential utility rate increases, limited job creation, increased cost of living, environmental impacts, and water use.
- Carrie Williams, a Richland resident, spoke in opposition to the construction of a data center and fertilizer plant. She expressed concern that the projects would create few jobs while presenting long-term environmental risks to residents, children, and future generations.
- Donna Davis, a Richland resident, urged Council to consider the potential long-term impacts of the proposal on children, grandchildren, and future generations.
- Angie Merlot, a Richland resident, expressed concern that the project would negatively affect residential property values.
- Lindsey Schiffel, a West Richland resident, spoke in opposition and urged Council to consider the region's Hanford legacy and the potential health and safety impacts on future generations.
- Sheldon Miller, a Richland resident, expressed opposition to the proposed data center, particularly if it involved artificial intelligence, citing concerns regarding energy inefficiency and questioning the need for additional data center capacity.
- Kayla Madsen, a Richland resident, expressed concern regarding potential impacts to public health, safety, clean water, air quality, agriculture, property values, and long-term community well-being.
- Adrianna Davis, a Richland resident, expressed concern regarding water use and impacts to the local water table, citing existing regional water challenges and the importance of protecting surrounding agricultural communities.

- Chadwick Williams, a Pasco resident, spoke in opposition and expressed concern regarding water resources, long-term health, financial impacts, and whether the agreement would benefit residents.
- Marie Noorani, a Richland resident, questioned the City’s anticipated use of proceeds from the pending land sale for a new police station and expressed concern that financial considerations may be influencing support for the project.
- Sean O’Brien, a Kennewick resident and Executive Director of the Tri-Cities Energy Forward Alliance, spoke in support of Resolution No. 2026-84. He stated that the resolution authorizes an agreement with Bonneville Power Administration (BPA) for transmission infrastructure rather than approval of a data center. The anticipated transmission line would support economic development and help provide power for the community’s long-term growth.

He added that the Tri-Cities Energy Forward Alliance supports the Atlas Agro fertilizer plant as an innovative project to provide clean fertilizer for farmers, and encouraged residents to rely on local scientific expertise, including Pacific Northwest National Laboratory (PNNL), when evaluating potential impacts on future growth.

Consent Calendar

City Clerk Rogers read the consent calendar.

Minutes

- 5. Approval of the June 2, 2026 City Council Regular Meeting Minutes

Ordinances - First Reading

None.

Ordinances - Second Reading & Passage

- 6. Ordinance No. 2026-13, Rezoning Approximately 8.38 Unplatted Acres identified as Parcel No. 1-3498-201-0595-008 from Agriculture (AG) to Medium Density Residential Small Lots (R- 2S) and Limited Business (C-LB)
- 7. Ordinance No. 2026-14, Amending the 2026 Budget to provide for Additional Appropriations in Various City Funds

Resolutions – Adoption

- 8. Resolution No. 2026-79, Accepting Surface Transportation Block Grant Funds for the Gage Boulevard and Leslie Road Intersection Improvements Project and Transportation Alternative Program Grant Funds for the Systemic Pedestrian

Crossing Safety Improvements Phase 2 Project

9. Resolution No. 2026-80, Authorizing a Services Agreement with InfoSend, Inc. for Utility Bill Print and Mail Services
10. Resolution No. 2026-81, Awarding Commercial Façade Improvement Grant Funds to the Downtown Business Improvement District for Improvements to 710 The Parkway
11. Resolution No. 2026-82, Authorizing a Grant Application to the Washington State Recreation and Conservation Office for Improvements at the Horn Rapids Athletic Complex
12. Resolution No. 2026-85, Authorizing an Interagency Agreement with the Washington State Department of Ecology for Waste Tire Removal Funds
13. Resolution No. 2026-86, Authorizing Addendum No. 3 to the 2017 Metro Interlocal Agreement

Items – Approval

None.

Expenditures – Approval

14. Expenditures from May 1, 2026 to May 31, 2026 for \$41,007,129.21 including Travel Check Nos. 21044-21064, Accounts Payable Check Nos. 346660-347620, Accounts Payable Wire Nos. 11015-11052, Payroll Wires & ACH Nos. 15505-15566, Payroll Check Nos. 237690- 237693, and Payroll Direct Deposit Nos. 261260022198-261480023838

COUNCILMEMBER SAMUEL MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED. THOSE IN FAVOR: MAYOR PRO TEM VANDYKE AND COUNCILMEMBERS HOLTEN, JONES, SAMUEL AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 5-0.

Items of Business

15. Ordinance No. 2026-15, Amending Chapter 9.12 of the Richland Municipal Code related to Miscellaneous Crimes to add RMC 9.12.140: Failure to Supervise a Child Unlawful (Passage)

Councilmember Whitten stated that while he fully supported adoption of the ordinance, he reiterated that he would like the ordinance to be amended to clarify or strike the term “unreasonable” from subsection 2.

Chief of Police Pilcher replied that the reasonableness standard is commonly used throughout law enforcement, and cited the use of the term “reasonable” in state laws related to child neglect, use-of-force standards, and vehicular pursuits. He added that the legal system frequently evaluates the reasonableness of an individual’s conduct based on the circumstances, including the actions of parents in child neglect cases under Washington law, and that officers are required to consider and articulate the specific context and circumstances supporting their actions when applying the reasonableness standard to make a charging decision, eliminating the opportunity for enforcement based on vagueness.

COUNCILMEMBER JONES MOVED AND COUNCILMEMBER HOLTEN SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2026-15, AMENDING CHAPTER 9.12 OF THE RICHLAND MUNICIPAL CODE RELATED TO MISCELLANEOUS CRIMES TO ADD RMC 9.12.140: FAILURE TO SUPERVISE A CHILD UNLAWFUL. THOSE IN FAVOR: MAYOR PRO TEM VANDYKE AND COUNCILMEMBERS HOLTEN, JONES, SAMUEL AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 5-0.

16. Resolution No. 2026-83, Declaring Surplus and Authorizing Relinquishment of a Stormwater Easement lying within 608 Williams Boulevard

Public Works Director D’Alessandro presented the proposed relinquishment of a stormwater easement, and stated that earlier this year, Council approved a resolution authorizing a stormwater reimbursement agreement with HAPO Community Credit Union to relocate an existing stormwater line out from under the new facility’s footprint.

HAPO has installed the relocated line, which has been accepted by the City. HAPO has also committed to granting an easement for the relocated line to the City simultaneous with relinquishment of the existing easement. Staff recommended that Council declare the original stormwater easement surplus and authorize its relinquishment.

COUNCILMEMBER HOLTEN MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2026-83, DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT OF A STORMWATER EASEMENT LYING WITHIN 608 WILLIAMS BOULEVARD. THOSE IN FAVOR: MAYOR PRO TEM VANDYKE AND COUNCILMEMBERS HOLTEN, JONES, SAMUEL AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 5-0.

17. Resolution No. 2026-84, Authorizing a Reimbursable Agreement with the Bonneville Power Administration for Engineering and Procurement Activities associated with Line and Load Interconnection Request No. L0534 (Atlas Agro), and a BPA Second Cost Allocation Agreement with Atlas Agro Data Center, LLC.

Energy Services Director Whitney presented Resolution No. 2026-84, which authorizes a reimbursable agreement with the Bonneville Power Administration (BPA) for engineering and procurement of Long-Lead Time Materials (LLTM) related to Line and Load Interconnection Request No. L0534 for Atlas Agro. He explained that the agreement

allows the City and BPA to move forward with the necessary preliminary work and establishes a cost allocation agreement with Atlas Agro Data Center, LLC.

Energy Services Director Whitney explained that the two agreements total approximately \$51.3 million and are structured to avoid financial risk to the City. Payments would be made directly to BPA by Atlas Agro as prepaid progress payments, and if payments are not made, work would not proceed. He also noted that the equipment involved has a significant lead time of approximately 200 weeks, meaning materials ordered now would not arrive until near the end of 2029.

Energy Services Director Whitney further explained that several future agreements and approvals would still be required before construction or development could occur. He noted that large-load customers in the Northwest Advanced Clean Energy Park would be required to secure their own power contracts, and that power could not come from BPA or the federal hydropower system.

He emphasized that execution of the proposed agreements does not authorize the construction of the transmission infrastructure, nor does it authorize future permitting and construction for any data center or fertilizer manufacturing facility as part of the transmission interconnection process.

Energy Services Director Whitney also explained that, under the 1980 Northwest Power Act, new large single loads (those greater than 10 average megawatts) cannot be served by the federal power system, so each customer would be required to secure its own power supply, and that power could not come from BPA or the federal hydropower system. That requirement, together with the state's carbon-free power requirements, helps insulate existing City ratepayers from cost increases.

Following the presentation, Council engaged in a question-and-answer session with Energy Services Director Whitney.

Detailed information can be found in the presentation saved with the agenda packet.

COUNCILMEMBER JONES MOVED AND COUNCILMEMBER SAMUEL SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2026-84, AUTHORIZING A REIMBURSABLE AGREEMENT WITH THE BONNEVILLE POWER ADMINISTRATION FOR ENGINEERING AND PROCUREMENT ACTIVITIES ASSOCIATED WITH LINE AND LOAD INTERCONNECTION REQUEST NO. L0534 (ATLAS AGRO), AND A BPA SECOND COST ALLOCATION AGREEMENT WITH ATLAS AGRO DATA CENTER, LLC. THOSE IN FAVOR: MAYOR PRO TEM VANDYKE AND COUNCILMEMBERS HOLTEN, JONES, SAMUEL AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 5-0.

Reports and Comments

City Manager

Deputy City Manager Schiessl reported that the June 23, 2026 City Council workshop meeting will be canceled for lack of agenda items. September 29, 2026 will be held as a placeholder workshop date, if needed.

Next, Deputy City Manager Schiessl presented a \$1,000 sponsorship opportunity from the REACH Museum for its free Community Days celebrating America 250.

City Council

Councilmember Samuel highlighted upcoming community events and activities, including the 75th anniversary of the Richland Public Library's Summer Reading Challenge, the reopening of George Prout Pool, the Richland Farmers Market, Cool Desert Nights, the Party in the USA celebration, and the Richland Regatta.

He also recognized the memorial service for longtime Port of Benton Commissioner, Bob Larson, noted that Parks & Recreation is preparing its six-year plan to be presented to City Council in late July, announced a vacancy on the Parks & Recreation Commission, and mentioned the upcoming Association of Washington Cities (AWC) Conference to be held in Spokane the following week.

Councilmember Holten reported on attending a memorial service for longtime Benton County Commissioner, Bob Larsen. She thanked Parks & Recreation staff for organizing community activities and events, including Cool Desert Nights. She also reported that the Parks & Recreation Commission continues to work on its six-year plan, shared constituent appreciation for city maintenance at Jason Lee Park, and commended utilities staff for their prompt response to a recent water main issue. In closing, Councilmember Holten shared that she will be attending the AWC Conference.

Councilmember Jones reminded everyone to be extra careful during this time of high fire danger. She encouraged community members to do their part to reduce wildfires.

Councilmember Whitten congratulated and welcomed all new police officers, recognized the nation's 250th anniversary, encouraged fire safety during the 4th of July/America 250 celebrations, and announced that the Arts Commission will be hosting an art tour during its workshop meeting the following day.

Mayor Pro Tem VanDyke thanked residents for their participation and councilmembers for their service as liaisons to their assigned boards, commissions, and committees.

Mayor

Mayor Richardson was absent.

\
\
\

Adjournment

Mayor Pro Tem VanDyke adjourned the meeting at 7:47 p.m.

APPROVED

ATTEST

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 7/7/2026

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject

Resolution No. 2026-87, Authorizing Change Order No. 3 to the Construction Contract with Apollo, Inc. for Phase 2B - Landfill Development of the Horn Rapids Landfill Expansion - Phase 2 Project

Department/Office

Public Works

Ordinance/Resolution Number

2026-87

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2026-87, authorizing the City Manager to sign and execute Change Order No. 3 to Contract No. 284-25 with Apollo, Inc. in the amount of \$63,116.75 for Phase 2B - Landfill Development of the Horn Rapids Landfill Expansion - Phase 2 Project.

Summary

The 2025-2030 Capital Improvement Plan (CIP) includes a project titled Horn Rapids Landfill Expansion - Phase 2 (the "Project"). On June 17, 2025, Richland City Council adopted Resolution No. 2025-93, awarding a construction contract to Apollo, Inc. for the second phase of the Project (see Richland Contract No. 284-25).

During construction, additional work was added to the methane gas collection system not originally designed with the Project. Further, additional costs were incurred to protect the components of the newly installed landfill liner system from wind and rain events not originally anticipated in the Project design. Change Order No. 3 will authorize payment for the required additional work.

Because the value of Change Order No. 3 causes the cumulative value of all change orders to exceed the \$350,000 change order authority established by Resolution No. 2025-93, Council approval is required.

Staff recommends adoption of Resolution No. 2026-87.

Fiscal Impact

The proposed change order totals \$63,116.75. Funding is available within the Solid Waste Capital Improvement Plan.

Attachments

1. Resolution No. 2026-87
2. Proposed Change Order No. 3 to Contract No. 284-25

RESOLUTION NO. 2026-87

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING CHANGE ORDER NO. 3 TO CONSTRUCTION
CONTRACT NO. 284-25 WITH APOLLO, INC. FOR PHASE 2B –
LANDFILL DEVELOPMENT OF THE HORN RAPIDS LANDFILL
EXPANSION – PHASE 2 PROJECT.**

WHEREAS, the 2025-2030 Capital Improvement Plan (CIP) includes a project titled Horn Rapids Landfill Expansion – Phase 2 (the “Project”); and

WHEREAS, on June 17, 2025, Richland City Council adopted Resolution No. 2025-93, awarding a construction contract to Apollo, Inc. for the second phase of the Project referred to as Horn Rapids Landfill Expansion Phase 2B – Landfill Development of the Horn Rapids Landfill Expansion (*see* Richland Contract No. 284-25); and

WHEREAS, Change Order Nos. 1 and 2 were administratively executed within the threshold change order authority established by Resolution No. 2025-93 to add \$76,848.60 and \$227,323.19, respectively; and

WHEREAS, additional work was added to the methane gas collection system not originally designed with the Project; and

WHEREAS, additional costs were incurred to protect the components of the newly installed landfill liner system from wind and rain events not originally anticipated in the Project design; and

WHEREAS, the value of Change Order No. 3, which authorizes payment for the additional work described herein, causes the cumulative value of all change orders to exceed the \$350,000 change order authority established by Resolution No. 2025-93, thereby requiring Council approval.

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. 3 to Contract No. 284-25 with Apollo, Inc. in the amount of \$63,116.75 for Phase 2B – Landfill Development of the Horn Rapids Landfill Expansion – Phase 2 Project.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of July, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



Public Works Contract Change Order

Project:	Horn Rapids Landfill Ph 2 Expansion, Ph 2B - Landfill Development	Change Order No:	3
Contractor:	Apollo, Inc.	Date:	7/7/2026
Grant Number:	NA	Contract Number:	284-25
		PO:	22500602

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 Nos. 3 and 4 into the contract by reference.

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:	\$	6,422,538.20
Previous Change Orders:	\$	304,171.79
This Change Order:	\$	63,116.75
New Contract Amount:	\$	6,789,826.74
Total % of Change Orders		5.72%

Schedule Summary:

Original Contract Duration:		110 Days
Previous Added Days:		5 Days
This Change Order:		1 Days
New Contract Duration:		116 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:

Public Works Director

_____	Carlo D'Alessandro	_____
Authorized Signature	Print Name	Date

City Manager

_____	Jon Amundson	_____
Authorized Signature	Print Name	Date

Contractor:

_____	Tyler Welch	_____
Authorized Signature	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)



**CITY OF RICHLAND
PUBLIC WORKS CHANGE ORDER FORM**

DRAFT

PROJECT: Horn Rapids Landfill Ph 2 Expansion, Ph 2B - CITY CONTRACT # 284-25
 CONTRACTOR: Apollo, Inc. CHANGE ORDER # 3

Description of Costs

Item	Tax (*)	Reason for Change (#)	Description	Units	Quantity	Unit Price	Item Totals
1	*	3/4	FO 3 - Sandbag Replacement	LS	1.00	54,798.66	54,798.66
		1	FO 3 - Days Only	DY	4.00	-	-
2	*	4	FO 4 - CMP Storm Pipe	LS	1.00	3,213.06	3,213.06
3	*					-	-
4	*					-	-
5	*					-	-
6	*					-	-
7	*					-	-
8	*					-	-
9	*					-	-
10	*					-	-
11	*					-	-
12	*					-	-

JUSTIFICATION: (written explanation required) * SEE ATTACHED *****

SUBTOTAL \$ 58,011.72

INSPECTOR: _____

DATE: _____

TAX @ 8.8% 5,105.03

ENGINEER: _____

DATE: _____

TOTAL \$ 63,116.75

CAP. PROJECTS MGR: _____

DATE: _____

All Sched. A true-up lines were calculated at 8.7% sales tax, a separate true-up of sales tax to account for the 0.1% increase that effects work performed on or after 4/1/26 will be included on a separate change order.

**CHANGE ORDER JUSTIFICATION
PUBLIC WORKS CHANGE ORDER FORM**

Change Order # 3

PROJECT: Horn Rapids Landfill Ph 2 Expansion, Ph 2B - Landfill Development

CONTRACTOR: Apollo, Inc.

PROVIDED BY: Sheldon Williamson

Instructions: Include a brief justification for the work and cost included in each change order item.

FO #3 - Additional protection of the rain sheet and wind defender are required to maintain them without damage from storm events – wind and rain events. Determined that additional sandbags placed on the north berm, rock installed at north toe of berm, and sandbags along the toe of the wind defender (east and south slopes of east cell) would be satisfactory protection against future storm related issues.

1 Major rain event in late April showed the rain sheet has leaks in various locations. Intent of the rain sheet is to prevent rainwater (snow melt, etc.) from filling the leachate pond. After the event it was determined that adding taping to select area will sufficiently aid in limiting the amount of excessive runoff water to the leachate pond.

2 FO #4 - 18" CMP storm pipe that was installed as part of the landfill expansion phase 2A project, was at an incorrect grade (installed per plans) that conflicted with the HDPE gas header system in the same area (storm pond is the SE corner of the project site). CMP storm pipe was removed / replaced at a grade that wasn't in conflict with the gas piping.

3

4

5

6

7

8

9

10

11

12



COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 7/7/2026

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject

Resolution No. 2026-88, Authorizing a Purchase and Sale Agreement with Ciara and Kyle Palmer in Support of the Downtown Connectivity Improvements Project

Department/Office	Ordinance/Resolution Number	Document Type
Public Works	2026-88	Resolution

Recommended Motion

Adopt Resolution No. 2026-88, authorizing the City Manager to sign and execute a Purchase and Sale Agreement for a fee simple property interest at 1331 Jadwin Avenue in support of the Downtown Connectivity Improvements Project.

Summary

The City's Transportation Improvement Program (TIP) and the 2024-2029 Capital Improvement Plan (CIP) both include a project titled the Downtown Connectivity Improvements Project (the "Project"). Ciara and Kyle Palmer have property at 1331 Jadwin Avenue affected by the Project. The Project's completion requires property acquisition at 1331 Jadwin Avenue in the form of a fee simple interest.

On November 4, 2025, Richland City Council adopted Resolution No. 2025-136, authorizing purchase and sale agreements for thirty (30) properties affected by the Project. Because 1331 Jadwin Avenue was included in Resolution No. 2025-136 as a temporary construction easement, rather than a fee simple right-of-way acquisition, separate Council authorization is required.

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. The property owners have agreed to terms allowing the City to acquire the necessary property rights for the Project. The funds necessary to acquire the property will be paid by the Project budget. The City's best interests are served by acquiring the property to enable the completion of the Project.

Staff recommends adoption of Resolution No. 2026-88.

Fiscal Impact

The 2021-2025 Capital Improvement Plan included funding for right-of-way (ROW) acquisition associated with the Downtown Connectivity Improvements Project. Approximately \$3,050,000 remains in the unrestricted budget, which is sufficient to fund the proposed Purchase and Sale Agreements of \$514.00 plus associated title and recording expenses and ROW consultant fees.

Attachments

1. Resolution No. 2026-88
2. Proposed Purchase and Sale Agreement - 1331 Jadwin Avenue

RESOLUTION NO. 2026-88

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH
CIARA AND KYLE PALMER FOR PROPERTY AT 1331 JADWIN
AVENUE IN SUPPORT OF THE DOWNTOWN CONNECTIVITY
IMPROVEMENTS PROJECT.**

WHEREAS, the City’s Transportation Improvement Program (TIP) and the 2024-2029 Capital Improvement Plan (CIP) both include a project entitled the Downtown Connectivity Improvements Project (the “Project”); and

WHEREAS, Ciara and Kyle Palmer have property at 1331 Jadwin Avenue affected by the Project; and

WHEREAS, the Project’s completion requires property acquisition at 1331 Jadwin Avenue in the form of a fee simple interest; and

WHEREAS, on November 4, 2025, Richland City Council adopted Resolution No. 2025-136, authorizing purchase and sale agreements for thirty (30) properties affected by the Project; and

WHEREAS, although 1331 Jadwin Avenue was included in Resolution No. 2025-136, the authority granted was for purchasing a temporary construction easement only, so additional Council authority is required; 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, the property owner affected has agreed to terms allowing the City to acquire the necessary property rights 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 service by acquiring the property to enable the 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 from Ciara and Kyle Palmer at 1331 Jadwin Avenue in support of the Downtown Connectivity Improvement Project.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of July, 2026.

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: 1331 Jadwin Avenue, Richland, WA 99352; APN

This Agreement for Purchase and Sale of Real Property (the "Agreement") is made and entered into between the **City of Richland**, a Washington municipal corporation ("Purchaser"), and **Ciara Palmer, married person, who acquired title as Ciara McNair, an unmarried person** ("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 a portion of the parcel referenced above, and Purchaser agrees to purchase a portion of said parcel on the terms hereafter stated, the improved real property being located at 1331 Jadwin Ave. in the City of Richland, Benton County, Washington which is legally described in **Exhibit A** attached hereto (hereinafter referred to as the "Property"). Seller agrees to grant a temporary easement, and Purchaser agrees to purchase a temporary easement across said parcel for the purpose of blending the approach with the new roadway, which is legally described in **Exhibit B** attached hereto.

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 Warranty Deed and Temporary Easement 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 rights acquired shall be **\$514.00** (the "Purchase Price"). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash (paid by check) at or before recording of the Warranty and Temporary Easement Deeds in the records of Benton County, Washington. Recording may not occur if payment has not been completed.

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 Council Approval. The execution and delivery of this Agreement by Purchaser is authorized by Resolution No. 2025-136.

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.

4. Title Matters.

4.1. 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.

5.1. Reserved.

6. Closing. Closing shall occur when the Purchaser records the Warranty Deed and Temporary Easement Deed and remits payment via check to the Seller. 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. Purchaser shall pay all closing costs.

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.

(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 other 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.

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 by any other governmental agency, which would materially affect the value of the Property, 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. 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: swiliamson@richlandwa.gov

If to Seller: Name:
Address:

Phone:

Email:

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

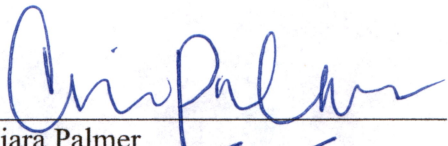
venue for filing of any civil action arising out of this Agreement, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

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.

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.

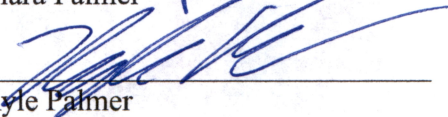
SELLER

PURCHASER

By: 

Ciara Palmer

Jon Amundson, ICMA-CM
City Manager

By: 

Kyle Palmer

Date

Date 5/30/26

Attest:

Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney

Right of Way Acquisition

Ciara McNair Parcel # 1-0298-302-0709-009

BASIS OF BEARING: WASHINGTON STATE PLANE (SOUTH ZONE) NAD83(2011) DATUM BASED ON RTK GNSS OBSERVATIONS AT SYMONS ST AND JADWIN AVE AND AT SYMONS ST AND JUDSON CENTERLINE MONUMENTS. DISTANCES ARE 'GROUND' SCALED FROM STATE PLANE GRID USING A COMBINED FACTOR OF 0.99991 (1.00009) FROM LATITUDE N46° 17' 21.63560" LONGITUDE W119°16'38.63833"

A Right of Way Acquisition being a Portion of Lot 9, Block 709, Plat of Richland, Sheet 36, recorded under Auditor's File Number 356196, records of Benton County, Washington, situate in the Southeast Quarter of the Southwest Quarter of Section 2, Township 9 North, Range 28 East, Willamette Meridian, of said County, described as follows:

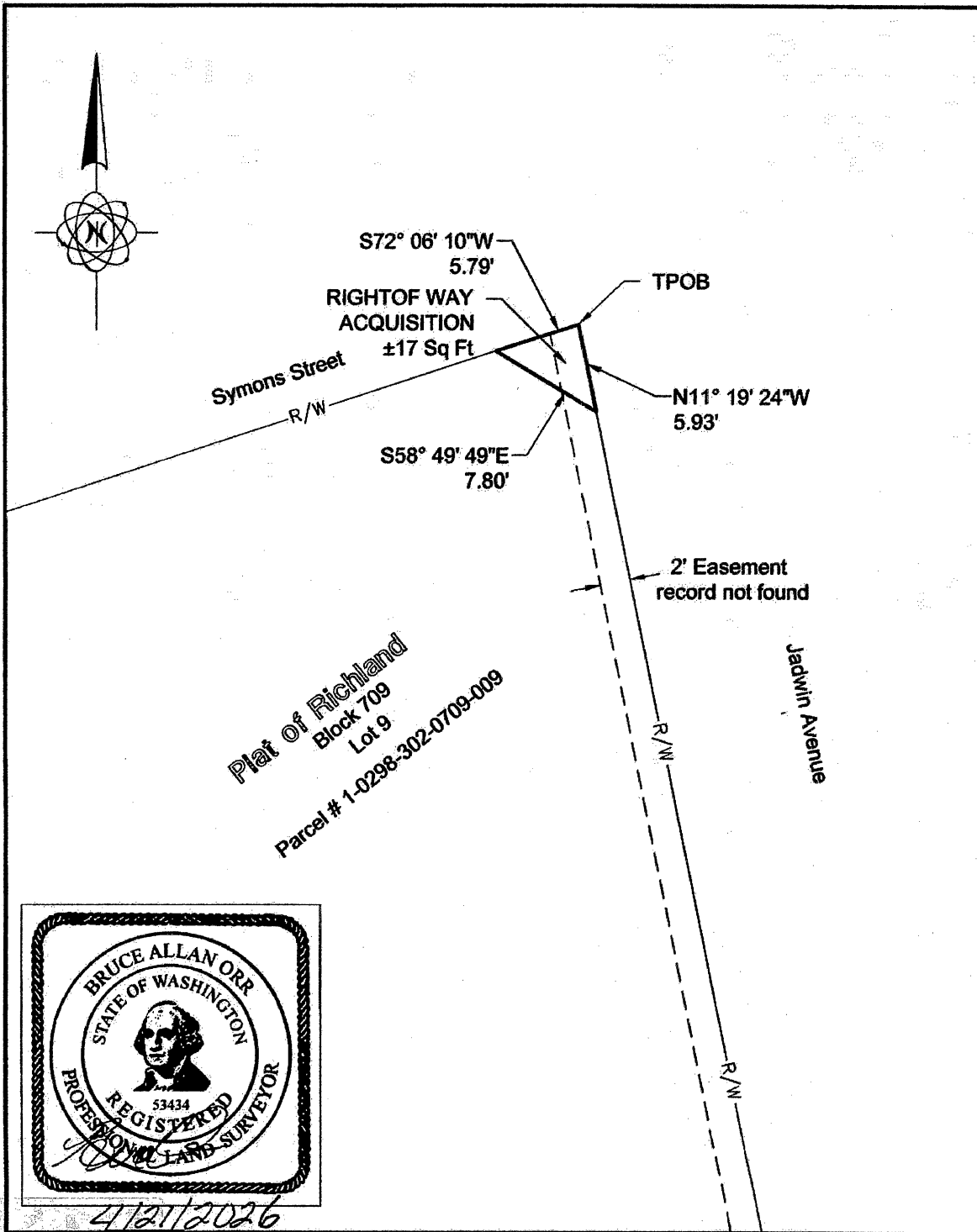
Beginning at the Northeast Corner of Lot 9, Block 709 of hereinabove mentioned plat being also the Southwest corner of Symons Street and Jadwin Avenue;

Thence South 72°06'10" West 5.79 feet along the northerly boundary of said Lot and Southerly right of way of Symons;

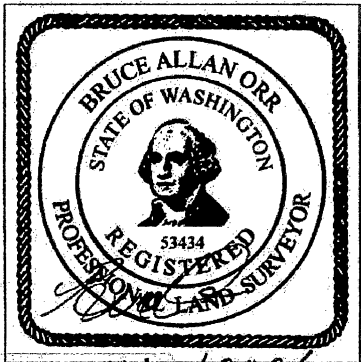
Thence South 58°49'49" East 7.80 feet to the easterly boundary of said Lot and westerly right of way of Jadwin Avenue;

Thence North 11°19'24" West 5.93 feet to the **True Point of Beginning**.

CONTAINS 17 SF, MORE OR LESS.



Plat of Richland
Block 709
Lot 9
Parcel # 1-0298-302-0709-009



4/21/2026

Drawn by: ORR	EXHIBIT A RIGHT OF WAY ACQUISITION Ciara McNair 1331 Jadwin Avenue Parcel # 1-0298-302-0709-009	CITY OF RICHLAND PUBLIC WORKS	
Date: 4/21/2026		1"= 10'	Sheet: 1 OF 1
Drawing 25-060			



COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 7/7/2026

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject

Resolution No. 2026-89, Authorizing a Consultant Agreement with J-U-B Engineers, Inc. for the Wastewater Management Plan Update

Department/Office

Public Works

Ordinance/Resolution Number

2026-89

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2026-89, authorizing the City Manager to sign and execute a consultant agreement with J-U-B Engineers, Inc. for the Wastewater Management Plan Update.

Summary

The City of Richland manages a sewer utility that provides sanitary sewer collection and treatment services to customers within the City's service area. The City's 2026-2031 Capital Improvement Program (CIP) includes a project titled the Wastewater Management Plan Update. The Wastewater Management Plan is also known as the General Sewer Plan, which is the term used in state law.

In addition to providing a framework for the City to manage this essential utility, the General Sewer Plan satisfies the requirements of RCW 90.48.110, which requires agencies operating public sewage treatment plants and sewer systems to prepare and submit reports to the Washington State Department of Ecology for improvements to existing treatment facilities before construction may begin.

Section 173-240-050 of the Washington Administrative Code (WAC) establishes the requirements of the General Sewer Plan. The City issued a Request for Qualifications (RFQ) for the General Sewer Plan Update and received one (1) response from J-U-B Engineers, Inc. Staff evaluated the proposal and determined that J-U-B Engineers, Inc. is well-qualified based on its experience and successful preparation of the City's 2004 and 2015 General Sewer Plans. Staff has negotiated a scope of work and fee that represents a reasonable value to the City.

The best interests of the City of Richland are served by selecting J-U-B Engineers, Inc. to prepare the proposed General Sewer Plan Update per RCW 90.40.110 and WAC 173-240-050.

Staff recommends adoption of Resolution No. 2026-89.

Fiscal Impact

The 2026 Wastewater Capital Improvement Plan allocated \$300,000 for the Wastewater Management Plan Update. The 2026 CIP budget will be amended, under a future ordinance, to allocate additional capacity of \$171,000 into the Wastewater CIP. This will result in the capacity needed to fully fund this project, which is estimated at a not-to-exceed value of \$471,000.

Attachments

1. Resolution No. 2026-89
2. Proposed Agreement with J-U-B Engineers, Inc. - Wastewater Management Plan Update

RESOLUTION NO. 2026-89

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH J-U-B
ENGINEERS, INC., FOR THE WASTEWATER MANAGEMENT
PLAN UPDATE.**

WHEREAS, the City of Richland manages a sewer utility that provides sanitary sewer collection and treatment to customers within the City’s service area; and

WHEREAS, the 2026-2031 Capital Improvement Plan (CIP) includes a project titled the Wastewater Management Plan Update; and

WHEREAS, the Wastewater Management Plan is also known as the General Sewer Plan; and

WHEREAS, in addition to providing a framework for the City to manage this essential utility, the General Sewer Plan satisfies the requirements of RCW 90.48.110, which requires agencies operating public sewage treatment plants and sewer systems to prepare and submit reports to the Washington State Department of Ecology for improvements to existing treatment facilities before construction may begin; and

WHEREAS, Section 173-240-050 of the Washington Administrative Code (WAC) sets forth the requirements of the General Sewer Plan; and

WHEREAS, the City issued a Request for Qualifications for preparation of the General Sewer Plan Update and received one (1) response from J-U-B Engineers, Inc.; and

WHEREAS, J-U-B Engineers, Inc. has satisfactory qualifications to perform the work and prepared the prior 2004 and 2015 General Sewer Plans for the City of Richland; and

WHEREAS, a scope of work and project budget have been negotiated with J-U-B Engineers, Inc. at a reasonable value to the City; and

WHEREAS, the best interests of the City are served by selecting J-U-B Engineers, Inc. to prepare the proposed General Sewer Plan Update per RCW 90.40.110 and WAC 173-240-050.

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 J-U-B Engineers, Inc. in the amount of \$471,000 for the Wastewater Management Plan Update (a/k/a General Sewer Plan).

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of July, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Wastewater Management Plan Update

This Agreement is entered into this _____ day of July, 2026 (“Effective Date”) by and between the **City of Richland** (“**City**”), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **J-U-B Engineers, Inc.** (“**Consultant**”), a Washington for-profit corporation with service at 2810 W. Clearwater Ave., Ste. 201, Kennewick, WA 99336. **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# 26-0034
 4. Exhibit B: Solicitation No. RFQ# 26-0034 proposal response submitted by Consultant dated April 10, 2026.
 5. Additional Documents – .

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, 2027.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2027.

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 **Four Hundred Seventy-One Thousand Dollars and No Cents (\$471,000.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims

that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

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

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the

contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.

- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable

attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. **INSURANCE**

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

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

pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

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

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

Purchasing Manager	Contact Name:	Ben Haws
City of Richland	Name of Firm:	J-U-B Engineers, Inc.
625 Swift Blvd., MS-11	Address:	2810 W. Clearwater Ave., Ste. 201
Richland, WA 99352	Address:	Kennewick, WA 99336
Email: purchasing@ci.richland.wa.us	Email:	bhaws@jub.com
Phone: (509) 942-7710	Phone Number:	(509) 783-2144

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)

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



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Richland General Sewer Plan Update

CLIENT: City of Richland

J-U-B PROJECT NUMBER: RP-26-00433

ATTACHMENT TO:

AGREEMENT DATED:

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B’s understanding of this project’s history and CLIENT’s general intent and scope of the project are described as follows:

On April 14, 2026, J-U-B Engineers, Inc. was selected to provide professional engineering services for the update to the City of Richland’s (CLIENT) General Sewer Plan. The current General Sewer Plan (GSP) is dated 2015, and was written by J-U-B Engineers. The CLIENT intends to update the GSP to meet the requirements of WAC 173-240-050. The document will be reviewed for approval by the Washington State Department of Ecology (WDOE).

J-U-B will develop the document to include planning through year 2047. The document will follow the same general outline as the current 2015 GSP and will be updated with current data and future projections. Table 1 shows the anticipated Table of Contents.

Table 1 - GSP Table of Contents

Main Document	
Executive Summary	Chapter 6 – Collections System
Chapter 1 – Introduction and Background	Chapter 7 – Capital Improvement Plan
Chapter 2 – Planning Information	Chapter 8 – Financial Plan
Chapter 3 – Flow and Load Analysis	Chapter 9 – Operations Program
Chapter 4 – Performance and Design Criteria	Chapter 10 – Pretreatment
Chapter 5 – Wastewater Treatment Plant	Works Cited
Appendices	
A – Figures	J – SEPA
B – Data for Model Development	K – Maintenance Problem Areas
C – Model Assumptions	L – WWTP Additional Data
D – Model Calibration	M - Agreements
E – System Issues	N – Standard Specifications
F – Existing Model Results	O – NPDES Permit
G – Committed Model Results	P – WDOE Comments
H – Master Plan Model Results	Q – Pipe Replacement Plan
I – CIP Packets	

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 010: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Coordinate quality assurance / quality control (QA/QC) processes.
3. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
4. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
5. Regularly monitor project status, budget and schedule.
6. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
7. Provide a monthly invoice including budget status.
8. Provide ongoing document handling and filing.
9. Coordination with Department of Ecology.
 - a. Deliverables:
 - i. Appendix P.

B. Task 011: Meetings

1. For this task, J-U-B will:
 - a. Conduct workshops with CLIENT to review deliverables and discuss planning criteria. These include:
 - i. Chapters 1-4 review meeting
 - ii. Chapter 5-6 review meeting
 - iii. Pipe Basin Rehabilitation and Renewal Prioritization meeting
 - iv. Chapter 7 review meeting
 - b. Conduct internal meetings with J-U-B staff and Sub-Consultant through project to coordinate work.
 - c. Conduct one 2-hour meeting with Washington Department of Ecology with two staff members to discuss the WWTP analysis.
 - d. Assumptions:
 - i. Chapter review meetings and meeting to go over pipe replacement prioritization will be held in-person and last approximately 1.5 hrs each.
 - ii. Meetings related to the Financial Plan (chapter 8) will be billed under Task 030, subtask 008.
 - iii. No presentations to City Council.
 - e. Deliverables:
 - i. Agenda and meeting notes in electronic (PDF) format.

C. Task 012: Data Collection

1. For this task, J-U-B will:
 - a. Provide the City with a written data request, review items provided, maintain list of data requested for the project, and request clarification of relevant details. The objective is to understand current wastewater system context, known challenges, and goals.
 - b. Assumptions:
 - i. City staff to provide data requested in digital (and usable) format within ten (10) working days of the data request.

D. Task 020: Sewer Flow Monitoring and Model Calibration

1. For this task, J-U-B will:
 - a. Coordinate the 8 locations for the CLIENT to install flow meters.
 - b. Take the raw flow meter data and develop diurnal dry weather curves for weekday and weekends at each monitoring location.
 - c. Calibrate the sewer hydraulic model using collected flow data for dry weather and wet weather. Each sewer basin will be calibrated to show inflow and infiltration rates.
 - d. The calibration process shall consist of the following:
 - i. Review flow monitoring data, lift station pumping records, and WWTP flow monitoring
 - ii. Run model and correct major discrepancies in flow, if observed
 - iii. Run model and modify flow parameters globally until satisfied model results approximate flow monitoring data, and
 - iv. Confirm calibration with CLIENT by presenting comparison graphs of model output hydrographs versus flow monitoring hydrographs.
 - e. Assumptions:
 - i. CLIENT will install flow meters for 2 months and extract raw flow data.
 - f. Deliverables:
 - i. Diurnal curve graphs and summaries.
 - ii. Appendix D.

E. Task 030: General Sewer Plan

1. For this task, J-U-B will:
 - a. Develop updates to the General Sewer Plan.
 - b. Do QA/QC reviews on all deliverables.
 - c. Assemble document to meet "WCAG 2.1 Level AA" to meet Federal Rule 508, which is expected to be mandatory for public-facing documents by April 2027.
2. **Subtask 001: Executive Summary & Introduction**
 - a. J-U-B will provide an executive summary of the General Sewer Plan to present key findings once the study is completed.
 - b. J-U-B shall provide an introductory chapter to discuss the purpose, need and organization of the study. Include a discussion of who will own, operate, and maintain the systems.
 - c. J-U-B will include a statement regarding compliance with any adopted water quality management plan under the Federal Water Pollution Control Act as amended.
 - d. J-U-B will include a statement regarding compliance with the State Environmental Policy Act (SEPA) and the National Environmental Policy Act (NEPA), if applicable.
 - e. Deliverables:
 - i. Draft and Final document for Executive summary and Chapter 1
 - ii. Appendix J
3. **Subtask 002: Planning Information**
 - a. J-U-B will update chapter to include:
 - i. The existing and proposed sewer service boundaries.
 - ii. Layout maps showing the existing sewer system, proposed sewer system, topography, water bodies, and potable water system.
 - iii. Population trend and projections.
 - iv. Identification of any existing domestic or industrial wastewater facilities within twenty miles of the general plan area and within the same topographical drainage basin containing the general plan area.
 - v. Discussion of the location of all existing private and public wells, or other sources of water supply, and distribution structures as they are related to both existing and proposed domestic wastewater treatment facilities.

- b. Assumptions:
 - i. CLIENT will provide GIS data for city boundaries, UGA, 50-yr growth boundary, water system, parcels, parcels with on-site septic system, parcels with their own well.
 - c. Deliverables:
 - i. Draft and Final document for Chapter 2
 - ii. Appendix M
- 4. Subtask 003: Flow and Load Analysis**
- a. J-U-B will summarize influent flows and loads at the WWTP. The data will be analyzed to define the following existing conditions for flow, BOD, TSS, TKN, and total phosphorus: annual average day, maximum month, peak day. Existing peak hour flow conditions will be estimated based on a review of CLIENT-provided diurnals of the peak five days at the WWTP for the preceding five years. Peaking factors for influent parameters of concern will be determined and applied to projected future average day conditions (based on expected population growth as determined by CLIENT). Projections will be provided for the 10-year and 20-year planning period.
 - b. Historical industrial flow and load data will be analyzed similarly to the WWTP influent and compared to industrial user agreements. Projected industrial contributions to be assessed in subsequent evaluations will be based on CLIENT input.
 - c. A discussion of any infiltration and inflow problems and a discussion of actions that will alleviate these problems in the future.
 - d. Assumptions:
 - i. CLIENT will provide historical influent and effluent flow and load data from the WWTP for the previous five calendar years in excel format.
 - ii. CLIENT will provide industrial user agreements and flow and load data for the past five calendar years in excel format.
 - iii. A formal inflow and infiltration assessment (I/I) will not be completed; however, infiltration will be discussed and approximately quantified on a high-level systemwide gallons per capita per day basis based on the flow data analyzed.
 - e. Deliverables:
 - i. Draft and Final document for Chapter 3
- 5. Subtask 004: Performance and Design Criteria**
- a. J-U-B will summarize key collection system design criteria including unit flows for residential and commercial developments.
 - b. J-U-B will summarize existing permit conditions and background documents relative to water quality objectives for the receiving water.
 - c. Assumptions:
 - i. CLIENT will provide City Standard Details and Specifications to be included in the document.
 - d. Deliverables:
 - i. Draft and Final document for Chapter 4
 - ii. Appendix N
- 6. Subtask 005: Wastewater Treatment Plant**
- a. J-U-B will review historical documents, design drawings, and previous capacity and condition assessments including recent analysis completed by others.
 - b. Describe and document the existing WWTP physical and mechanical characteristics along with typical operational scheme.
 - c. Summarize influent and effluent flows and loads at the WWTP.
 - d. J-U-B will develop unit process capacity criteria from the Department of Ecology Orange Book, industry standards and J-U-B internal guidelines. The criteria are high level overall unit process sizing characteristics (e.g. clarifier solids loading rate in pounds per square foot per

- day). Criteria will be used as thresholds to determine if improvements to the WWTP are needed.
- e. J-U-B will conduct a 4-hour site visit by two J-U-B staff with Plant Operators to note operational concerns, existing facilities conditions, operation and maintenance procedures and protocols, and observed process capacity limitations. Discuss and confirm future operational or process goals that may affect the evaluation of unit process capacity or condition.
 - f. J-U-B will summarize plant operations and maintenance structure and identify existing roles and responsibilities of plant staff.
 - g. J-U-B will identify unit processes that are either capacity or condition limited over the next 20 years using the previously determined process capacity criteria.
 - h. Develop capacity trigger points, either WWTP flow or load, for the WWTP unit processes using projected flows and loads.
 - i. Determine if WWTP expansion is needed. Potential improvements to expand the WWTP unit processes will be similar to existing trains in size and performance; reviewing alternative processes, configurations, technologies, etc. is not included in this scope of work.
 - j. Develop planning level phasing plan of improvements to increase WWTP and unit process capacity or improve condition through operational changes or WWTP upgrades.
 - k. Develop planning level cost for each improvement. High-level empirical sizing criteria and planning level design assumptions will be applied to develop the proposed alternatives.
 - l. Review and summarize operational and maintenance needs and plant staffing required to adequately meet existing and future staff demands using industry benchmark study "The Northeast Guide for Estimating Staffing at Publicly and Privately-Owned Wastewater Treatment Plants". **Compare NPDES Permit WWTP influent design flow and load limits and the projected influent flow and loads.**
 - m. Provide a statement regarding the provision for treatment and discussion of the adequacy of the treatment.
 - n. Summarize and list City provided establishments producing discharge permitted industrial wastewater, the quantity of wastewater and periods of production, and the characteristics of the industrial wastewater including BOD, TSS, pH, ammonia, total phosphorus, and temperature. City will provide a list of known and assumed future changes to industrial wastewater. These will also be documented and summarized.
 - o. Document and summarize City provided improvements to expand and improve the WWTP. Unit processes will be similar to existing trains in size and performance; reviewing alternative processes, configurations, technologies, etc. is not included in this scope of work.
 - p. Document and summarize City provided planning level phasing plan of improvements to increase WWTP and unit process capacity or improve condition through operational changes or WWTP upgrades.
 - q. Assumptions:
 - i. Client will provide WWTP historical construction drawings, plans, reports, 5 years of DMR and process control data in excel format, WWTP operations and maintenance manual, equipment operations and maintenance manuals, NPDES permit with factsheet, biosolids management plan, Pretreatment program and agreements with dischargers.
 - ii. No plant-wide hydraulic or biological models will be utilized to determine overall capacity of the entire plant; rather empirical sizing criteria and general design conditions will be utilized.
 - iii. Future WWTP discharge requirement will be similar to the existing NPDES permit.
 - iv. Flows under consideration will be average annual, maximum month, maximum week, and peak day.
 - v. Constituents to the WWTP under consideration will be carbonaceous biochemical oxygen demand, total suspended solids, ammonia, and total phosphorus.
 - vi. No outfall mixing zone modelling or analysis will occur.
 - vii. Changes to effluent disposal location, reuse or biosolids management changes will not be considered.

- viii. The work analyzing the WWTP will not rise to the level of an Ecology Engineering Report or Facility Plan. The City plans to complete a Facility Plan as a future project as a part of the near-term Capital Improvement Plan.
- r. Deliverables:
 - i. Draft and Final document for Chapter 5
 - ii. Appendix L, and O.

7. Subtask 006: Collection System

- a. **Update existing Sewer Model:** J-U-B will update the existing hydraulic computer model of City's sanitary sewer collections system. The model will be used to evaluate the existing collections system and determine the current level of service and available capacity (current and 10-year). Any required verification of existing sewer utilities will be verified using CLIENT provided GIS mapping and record drawings. The following steps are anticipated to update the existing model:
 - i. Existing Collection System Layer: An update to the current base model from CLIENT provided GIS and record drawings of areas where the existing collection system has been modified and where development has taken place and the existing system has expanded since the last model update. J-U-B will review existing model and identify any obvious busts in pipe diameter/elevation/route and inform CLIENT of issues. CLIENT will review record drawing, adjust GIS mapping/data, and provide corrected data to J-U-B as necessary.
 - ii. Existing Flow Generation Layer: Existing flows will be determined based upon parcel zoning and winter-time water billing records.
 - iii. Determine Existing Capacity: J-U-B will prepare and execute modeling scenarios using the calibrated model to evaluate the existing system and determine available capacity.
- b. **Master Plan:** J-U-B will develop a Master Plan to identify potential capacity issues as a result of development within the current Urban Growth Boundary and the proposed 50-year projected Urban Growth Boundary. J-U-B shall incorporate planning information provided by the CLIENT for projected land use, service population, and percent occupancy and land availability into the existing hydraulic model. Projected flows will be based upon unit flow assessments of existing water service meter data for various types of land uses.
 - i. Alternatives and Relief Options: Alternatives will be developed to handle the projected flows for the buildout of areas that the City has committed to serve and will also be checked versus the buildout of the projected 50-year Urban Growth Boundary. J-U-B shall develop a sewer master plan depicting the planning level size and location of trunk/interceptors, lift stations and forcemain facilities to accommodate those flows. Using the model, J-U-B shall develop relief options for any critically overloaded existing system component including utilizing the excess capacity of neighboring trunk interceptors, placing parallel lines, and/or upsizing lines. The options shall be in a conceptual format showing the approximate horizontal alignment and diversion locations. J-U-B will review alternatives with the CLIENT and jointly determine feasible alternatives for each alignment. The final selected alternatives shall be modeled to determine anticipated flows, estimated pipe sizes, and preliminary horizontal and vertical alignments so cost estimates can be developed.
 - ii. Providing Service to Currently Unsewered Areas: The Alternatives and Relief Options mentioned above will include providing service to all areas that are currently unsewered within the City limits.
- c. Assumptions:
 - i. Only pipes larger than 8-inches in diameter will be included in the hydraulic model.
 - ii. Flow data from subtask 004 will be utilized for calibration of the hydraulic model.
- d. Deliverables:

- i. Draft and Final document for Chapter 6
 - ii. Appendix A, B, C, E, F, G, H, and K.
- 8. Subtask 007: Capital Improvement Plan**
- a. J-U-B will develop a 10-year Capital Improvement Plan and Engineer's Opinion of Probable Cost for city-funded improvement projects based on the hydraulic modeling of the sewer system. The final alternatives will be incorporated into the sewer plan as a tabloid-size plan view exhibit that will include project details to aid the CLIENT in future project planning.
 - b. J-U-B will summarize the WWTP improvements, phasing, and costs.
 - c. J-U-B will show a City chosen budget (likely \$2M/year) for Renewals and Replacement of aging sewer collection infrastructure.
 - d. J-U-B will summarize the expected life span of infrastructure and the cost of replacement to show an annualized summary of expected renewal and replacement needs.
 - e. Assumptions:
 - i. Assessment of pipe condition and pipe risk of failure will not be included as part of the pipe rehabilitation and repair prioritization scoring effort. Pipe rehabilitation and repair prioritization will be based on the CLIENT's existing pattern of focusing on one sewer basin at a time.
 - f. Deliverables:
 - i. Draft and Final document for Chapter 7.
 - ii. Appendix I and Q.
- 9. Subtask 008: Financial Plan**
- a. J-U-B will coordinate with Sub-Consultant (FCS) for preparation of the Financial Plan chapter.
 - b. See the attached scope and fee in Exhibit 1-A.
 - c. The financial plan subtask will include:
 - i. Project Initiation & Data Collection
 - ii. Historical Financial Performance Review
 - iii. Financial Plan
 - iv. Documentation
 - v. Meetings & Public Process
 - d. Deliverables:
 - i. Draft and Final document for Chapter 8
- 10. Subtask 009: Operations Program**
- a. J-U-B will provide a summary of staff, equipment, and maintenance schedule for the sewer collection system. The maintenance schedule will be updated as necessary based upon analysis of CLIENT provided condition rating.
 - b. Deliverables:
 - i. Draft and Final document for Chapter 9
- 11. Subtask 010: Pretreatment**
- a. J-U-B will provide a brief overview of existing pretreatment program developed and implemented by CLIENT. Provide brief overview of existing Fats, Oils, and Grease (FOG) program and provide recommendations on suggested changes or updates if necessary.
 - b. Deliverables:
 - i. Draft and Final document for Chapter 10
- F. Task 040: Management Reserve Fund**
- 1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
 - 2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Sewer flow monitoring data for 8 locations.
 2. Provide current GIS information including: parcels, buildings, landuse, zoning, FEMA floodways, contour, sewer, water, storm, aerial images.
 3. Provide water service meter data in Excel (.xls) format or some other database format.
 4. Provide WWTP influent, effluent, and process monitoring data for the WWTP in Excel (.xls) format.
 5. Provide existing and future population projections.
 6. Provide information on existing operations and maintenance practices.
 7. Provide information on existing pretreatment program.
 8. Provide City Standard Details and Specifications to be included in appendix.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Topographical survey, boundary survey, property line mapping, negotiations and preparation of legal descriptions for easements.
 2. Incorporating potential permit conditions for toxins such as PCBs, heavy metals, pesticides, PFAS, pharmaceuticals and personal care products (PPCPs) into the analysis.
 3. Biological process model (e.g. Biowin or similar modeling program).
 4. Existing component stress testing or similar on-site performance evaluations.
 5. Pre-treatment limits for industrial food processors.
 6. Local limits evaluation report.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Services**
1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management	Time and Materials (Estimated Amount Shown)	\$21,400	Concurrent with work progress
011	Meetings	Time and Materials (Estimated Amount Shown)	\$49,400	Concurrent with work progress
012	Data Collection	Time and Materials (Estimated Amount Shown)	\$4,900	Concurrent with work progress
020	Sewer Flow Monitoring and Model Calibration	Time and Materials (Estimated Amount Shown)	\$30,400	See schedule below.
030	General Sewer Plan	Time and Materials (Estimated Amount Shown)	\$365,000	See schedule below.
Total:			\$471,100	

E. Anticipated Schedule:

Task Number	Subtask Number	Task/Subtask Name	30-Apr-26	30-May-26	30-Jun-26	30-Jul-26	30-Aug-26	30-Sep-26	30-Oct-26	30-Nov-26	30-Dec-26	30-Jan-27	28-Feb-27	28-Mar-27	28-Apr-27	28-May-27	28-Jun-27	28-Jul-27	28-Aug-27	28-Sep-27	28-Oct-27	28-Nov-27	28-Dec-27	28-Jan-28	28-Feb-28	28-Mar-28	28-Apr-28
010		Project Management																									
010	000	Project Management																									
011		Meetings																									
011	000	CLIENT Meetings																									
011	010	Team Coordination Mtgs																									
020		Sewer Flow Monitoring and Model Calibration																									
020	000	Sewer Flow Monitoring and Model Calibration																									
030		General Sewer Plan																									
030	000	QA/QC Reviews																									
030	001	Executive Summary & Introduction																									
030	002	Planning Information																									
030	003	Flow and Load Analysis																									
030	004	Performance and Design Criteria																									
030	005	Wastewater Treatment Plant																									
030	006	Collection System																									
030	007	Capital Improvement Plan																									
030	008	Financial Plan																									
030	009	Operations Program																									
030	010	Pretreatment																									

PART 5 - CERTIFICATIONS AND DELIVERABLES

- A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes, graphics, documents, etc. (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.
- C. J-U-B and CLIENT shall have no responsibility or liability for site safety or traffic/pedestrian safety on or around the construction site. All obligations relating to safety compliance, hazard identification, traffic/pedestrian control, and risk management remain solely with the Contractor. The CLIENT shall

require that the Contractor indemnify, defend, and hold harmless J-U-B and CLIENT from any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to site or traffic/pedestrian safety, including, but not limited to, accidents, injuries, or regulatory violations.

Exhibit(s):

- Exhibit 1-A, Subconsultant FCS scope and fee.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: Yes

DISCIPLINE: Water/WW Master Planning

PROJECT DESCRIPTION(S):

1. Sewer/Wastewater Collection/Disposal (S04)
2. Municipal/Utility Engineering (203)



May 29, 2026

Benjamin Haws, PE
 J-U-B Engineers, Inc.
 3611 South Zintel Way
 Kennewick, WA 99337

Re: Scope/Fee Estimate for City of Richland Sewer System Plan Financial Chapter

Dear Benjamin:

Thank you for the opportunity to submit a scope and fee estimate to develop the financial chapter of the General Sewer Plan update that J-U-B will complete for the City of Richland. The task plan below summarizes our proposed approach to meet the City's needs.

SCOPE OF SERVICES

Task 1: Data Collection

FCS will provide a data request outlining key information required to complete the study, reviewing data provided for the study and working with the project team to resolve questions and obtain additional records as needed. This task also includes the administrative efforts involved with the project including and management.

Task 2: Financial Plan

This task includes the development of a forecast of revenue requirements for the City's sewer utility over a ten-year period. Key elements of this task include:

- **Operating Forecast.** Initially based on the City's budget, the forecast of operating revenues and expenses will incorporate inflation and other cost increases (e.g., labor costs) as appropriate. The operating forecast will also incorporate any adjustments for anticipated changes in staffing and/or program activities.
- **Capital Funding Plan.** FCS will develop a funding plan that supports the completion of the planned capital projects through a mix of rate revenues, connection fees, available grants, existing reserves, and debt (if needed).
- **Revenue Sufficiency Analysis.** The revenue sufficiency analysis will evaluate the adequacy of revenues in meeting cash flow needs and any applicable debt service coverage requirements, developing a ten-year strategy of annual rate adjustments.
- **Sensitivity Analysis.** In collaboration with the project team, FCS will develop up to three (3) scenarios to evaluate the impacts of changes to key variables or other factors of interest.

Redmond Town Center, 7525 166th Ave NE Suite D-215 Redmond, WA 98052
 P: 425.867.1802 | F: 425.867.1937
fcsgroup.com | bowman.com

**Task 3: Documentation**

Task 3 consists of efforts related to preparing the financial chapter of the General Sewer Plan:

- Reviewing the historical financial performance of the sewer utility, summarizing noteworthy trends.
- Discussing potential funding sources for the capital improvement plan (CIP).
- Evaluating the affordability of the City's current and proposed sewer rates. For consistency with standards historically established by the U.S. Environmental Protection Agency, FCS will compute sample residential bills under the City's current and projected sewer rates as a percent of median household income.
- We will submit a draft of the financial chapter to the team for review, revising it to incorporate input received.

Task 4: Meetings & Public Process

FCS will plan to attend the following meetings:

- One (1) virtual meeting with the project team to review draft results and incorporate feedback.

For budgeting purposes, we have assumed the meeting will last up to two (2) hours with up to three (3) attendees from FCS.



FEE ESTIMATE

FCS will charge a lump sum fee of **\$18,710** for the Scope of Work described above. If the timeline of the project extends a year past the date of the signed contract FCS may adjust the lump sum fee to reflect new billing rates, if applicable.

If any additional services are required due to unforeseen circumstances and/or conditions, FCS will provide notification and obtain written approval prior to proceeding with any additional work.

We look forward to the opportunity to work with you and the City on this project. Please do not hesitate to contact us if you have any questions about this proposal.

Respectfully,

A handwritten signature in black ink, appearing to read "Brooke Tacia".

Brooke Tacia
Project Manager



COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 7/7/2026

Agenda Category: Resolutions - Adoption

Strategic Priority 1 - High Performance Government

Strategic Priority 4 - Quality of Life

Subject

Resolution No. 2026-90, Authorizing a Grant Application to the Federal Emergency Management Agency (FEMA) for funding through the Assistance to Firefighters Grant

Department/Office	Ordinance/Resolution Number	Document Type
Fire & Emergency Services	2026-90	Resolution

Recommended Motion

Adopt Resolution No. 2026-90, authorizing staff to submit all documents necessary to apply for an Assistance to Firefighters Grant from the Federal Emergency Management Agency for cardiac monitors/defibrillators, software, warranty, and required accessories.

Summary

Richland Fire & Emergency Services is requesting authorization to apply for a Federal Emergency Management Agency (FEMA) grant to assist with the replacement of critical emergency medical equipment. The grant application seeks funding for six (6) Zoll Zenix cardiac monitor/defibrillators, including associated software, accessories, consumables, training equipment, connectivity services, deployment support, and five-year warranty and service plans. Cardiac monitor/defibrillators are essential life-saving devices used by emergency medical personnel to assess, monitor, and treat patients experiencing cardiac emergencies and other critical medical conditions.

The department's current fleet of Zoll X Series monitor/defibrillators is approaching the end of its service life and will require replacement to maintain reliability, operational readiness, and compatibility with evolving clinical standards. The proposed Zoll Zenix platform incorporates evidence-based advancements in patient monitoring, defibrillation, data management, and connectivity that support improved pre-hospital patient care and outcomes.

Staff recommends adoption of Resolution No. 2026-90.

Fiscal Impact

The grant requires a 10% local match, estimated at approximately \$47,872.00. Sufficient funds are available in the Medical Utility Equipment Replacement Funds to satisfy the required local match.

Attachments

- I. Resolution No. 2026-90

RESOLUTION NO. 2026-90

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING A GRANT APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR FUNDING THROUGH THE ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM.

WHEREAS, the Federal Emergency Management Agency (FEMA) provides grant funding opportunities for local agencies to acquire fire and emergency response equipment through the Assistance to Firefighters Grant (AFG); and

WHEREAS, the Assistance to Firefighters Grant (AFG) would offset the cost of replacing six (6) end-of-life-cycle cardiac monitor/defibrillators used to provide patient care in the City's ambulances; and

WHEREAS, replacing the City's cardiac monitor/defibrillators and purchasing associated maintenance warranty plans will enhance pre-hospital patient care while maintaining operational readiness and improving patient outcomes; and

WHEREAS, the Assistance to Firefighters Grant (AFG) requires a local match of ten percent (10%), resulting in a City contribution of \$47,872 and significantly reducing the budget impact to the City for this necessary medical equipment replacement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to prepare and submit a grant application to the Federal Emergency Management Agency for funding through the Assistance to Firefighters Grant (AFG) in the amount of \$526,592.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of July, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 7/7/2026

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Subject

Resolution No. 2026-91, Authorizing a Consultant Agreement with Beckwith Consulting Group for the Central Business District Wayfinding Master Plan

Department/Office

Development Services

Ordinance/Resolution Number

2026-91

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2026-91, authorizing the City Manager to sign and execute a consultant agreement with Beckwith Consulting Group for the Central Business District (CBD) Wayfinding Master Plan.

Summary

Approximately ten years ago, the City partnered with area cities, counties and port districts to develop a regional wayfinding system program known as the Merje Plan. The Merje Plan was created by consultant Merje, who is nationally recognized for creating attractive and well-thought wayfinding systems. To date, the only recommendation implemented in the Tri-Cities from the Merje Plan are gateway monument signs. In Richland, signage has been installed on George Washington Way near Jadwin Avenue, on Jadwin Avenue south of the Bypass Highway, and on Van Giesen Street east of the Bypass Highway.

More recently, Richland incorporated Merje's wayfinding signage into the Downtown Loop project, and has determined that a value engineering exercise is necessary to reduce overall project costs. The City issued Request for Proposals (RFP) No. 26-0037 seeking qualified consultants to prepare a Central Business District Wayfinding Plan. The project will develop a comprehensive wayfinding framework focused on improving navigation, strengthening district identity, supporting economic vitality, and creating a scalable system for future implementation throughout the city. The project advances City Council's 2024 - 2026 Strategic Plan objective to create a vibrant and active downtown under the "Focused Development" priority.

Five (5) proposals were received and evaluated by a review committee based on project approach, schedule, experience, references and cost. Following evaluation, Beckwith Consulting Group was determined to be the most qualified firm to complete the project, which will be funded through the City's Lodging Tax Program and is included in the adopted 2026 Budget.

Richland staff will continue to coordinate with regional partners to support the long-term vision of a consistent, area-wide wayfinding system across multiple jurisdictions.

Staff recommends adoption of Resolution No. 2026-91.

Fiscal Impact

The total project authorization amount is \$88,085.00 and will be fully funded through the City's Lodging Tax Program (LTAC 2026-018).

Attachments

1. Resolution No. 2026-91
2. Proposed Consultant Agreement with Beckwith Consulting Group - Central Business District Wayfinding Master Plan

RESOLUTION NO. 2026-91

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH
BECKWITH CONSULTING GROUP FOR THE CENTRAL
BUSINESS DISTRICT WAYFINDING MASTER PLAN.**

WHEREAS, the City of Richland issued Request for Proposals (RFP) No. 26-0037 seeking qualified consultants to develop a comprehensive Central Business District Wayfinding Master Plan focused on multimodal transportation, downtown navigation, district identity, and economic vitality (the “CBD Wayfinding Plan”); and

WHEREAS, the CBD Wayfinding Plan supports the Richland City Council’s 2024–2026 Strategic Plan goal of creating a vibrant and active downtown and strengthening the Central Business District as a commercial, civic, and community destination; and

WHEREAS, proposals were solicited through a competitive procurement process, and City staff evaluated the submitted proposals based on the criteria established in the RFP; and

WHEREAS, Beckwith Consulting Group, a sole proprietorship formed by Tom Beckwith, was selected as the most qualified proposer based on project approach, relevant experience, technical expertise, and ability to successfully complete the work within the required timeframe and budget.

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 Beckwith Consulting Group in an amount not to exceed \$88,085 for preparation of the Central Business District Wayfinding Master 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 7th day of July, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Central Business District Wayfinding

This Agreement is entered into this _____ day of July, 2026 (“Effective Date”) by and between the **City of Richland** (“**City**”), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Beckwith Consulting Group** (“**Consultant**”), a consultant contracting in his/her individual capacity with service at PO Box 704, La Conner, WA 98257. **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. RFP #26-0037
 4. Exhibit B: Solicitation No. RFP #26-0037 proposal response submitted by Consultant dated May 28, 2026.
 5. Additional Documents – N/A.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2026.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2026.

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 **Eighty-Eight Thousand Eighty-Five Dollars and No Cents (\$88,0085.00)**, 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	Contact Name:	Tom Beckwith
City of Richland	Name of Firm:	Beckwith Consulting Group
625 Swift Blvd., MS-11	Address:	PO Box 704
Richland, WA 99352	Address:	La Conner, WA 98257
Email: purchasing@ci.richland.wa.us	Email:	beckwith@beckwithconsult.com
Phone: (509) 942-7710	Phone Number:	360-466-3536

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)

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

Exhibit A to follow

	City of Richland	Solicitation Number: RFP 26-0037
	Attachment A RFP Signature Form and Addendum Acknowledgement	

Central Business District Wayfinding


ALL PROPOSERS COMPLETE THIS PAGE AND INCLUDE WITH SUBMITTAL:

1. By submitting a response, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
2. The Proposer certifies that they have read and understand all terms and conditions of this solicitation.
3. By signing this document, the Proposer certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the City determines that collusion has occurred among the Proposers, none of the submittals from the participants of such collusion will be considered. The City's determination will be final.
4. The Proposer acknowledges that the person who signs below is fully authorized to sign on behalf of the firm listed and to fully bind the firm to all conditions and provisions thereof.
5. The Proposer acknowledges receipt of the following addenda: [RFP 26-0037 through 1](#).

Respectfully submitted this **28th day of May 2026**.

Name of Firm: **Beckwith Consulting Group**

Address: **PO Box 704, LaConner, WA 98257**

Signature: 

Name (Print): **Tom Beckwith FAICP**

Title: **Principal**

Email: **beckwith@beckwithconsult.com**

Phone: **360-466-3536**

B. Executive Summary



BECKWITH

Beckwith Consulting Group
 Planning/Design/Development Services
 PO Box 704, LaConner, Washington 98257
 beckwith@beckwithconsult.com
 www.beckwithconsult.com
 360-466-3536

28 May 2026

Barb Raney, Purchasing
 625 Swift Boulevard, Richland, WA 99352
purchasing@richlandwa.gov

Regarding: #26-0037 Central Business District Wayfinding

Dear Bard:

Please consider the following as you review our submittal:

Previous experience on similar projects/references

- **Previous projects** - include public involvement, branding, logos, social media applications, and wayfinding projects for LaConner, Concrete, Chehalis, Mercer Island, Kelso, Longview, Oak Harbor, Friday Harbor, Kennewick, Birch Bay, Snoqualmie, Lynden, and Kittitas County's Yakima River Public Access Plan.
- **References** - our reference statements are provided on page 27 of this submittal.

Expertise of key personnel

Our team members have worked together on similar projects for the past 13-15 years including the projects listed above as well as branding elements for tourism master plans, downtown enhancement projects, and park, recreation, and open space (PROS) plans.

- **Team Leader Tom Beckwith FAICP** - will be solely responsible for all schedules, budgets, products, and particulars as he has been on all the firm's projects including public involvement, graphic services, and social media applications.
- **Graphic Designer Michael Arthur** - has over 30 years of experience developing graphic concepts, advertising concepts and productions, commercial film and video direction, fine artwork, and wayfinding specifications and guides including all Beckwith projects listed above.
- **Landscape Architect Jennifer Kiusalaas ASLA LEED** - has over 25 years of experience in landscape architecture with an emphasis on open spaces, trails, parks, and streetscapes including gateway signage.
- **Trails Planner/Traffic Engineer Elyse Stemmier PE** - has 13 years of experience with design, engineering, and construction documents for multipurpose trails and multimodal interconnections including signage placements.
- **GIS Analyst Jennifer Hackett** - has over 15 years of experience creating and maintaining a centralized repository of spatially linked data on open space, parks, trails, and streetscape improvements.

- **Availability** - we can begin work immediately and continue full-time until gateway and wayfinding signage designs are resolved and implemented. We will work out of our LaConner offices as we have for previous projects in Kennewick, Pasco, and Benton County.
- **Our success rate** - is one of the highest implementation rates in the consulting industry attested to by our project results, references, and 49 awards.

Project understanding and strategy

We will design gateway and wayfinding signage applications using the following outreach approach.

- **Retreat** - to review and resolve the scope, schedule, and vision with you, your staff, Economic Development Committee, Planning Commission, City Council, and others you deem appropriate at the start of the process.
- **Stakeholder workshops** - with residents, hike and bike user groups, transit riders, disability groups, downtown business owners, and other economic and community representatives to review objectives, concepts, and final designs.
- **Internet surveys** - posting graphic concepts that result from the workshops to elicit critiques, suggestions, and comments on alternative concepts.
- **Public open houses** - to review preferred alternatives with interested parties and your public prior to finalizing designs, style guides, specifications, and costs.
- **Demonstration** - installing a few example signs at select gateway and wayfinding locations to determine user reactions, public awareness, and effectiveness.

Approach to project management and delivery

- **Approach** - involves 5 tasks inventorying visual images and signage conditions; creating alternative concepts; reviewing the concepts; developing design specifications and optional methods of production; and resolving a funding strategy.
- **Quality control** - we have developed brands, public information, digital and social communication materials, gateway, and wayfinding signage with a 100% record of being within budget, on time, and of exceptional quality.
- **Schedule** - we can complete tasks 1-3 including the selection of final designs within 10 weeks and tasks 4-5 including gateway and wayfinding signage specifications and bid documents if appropriate within 18 weeks or well before your December 2026 deadline.
- **Budget** - for tasks 1-4 is \$88,085. A budget for task 5 will depend on whether you choose to bid fabrication to an outside vendor. The exact approach, schedule, and budget, however, will depend on your preferences - which we will resolve with you prior to proceeding.

In conclusion, we would like the opportunity of reviewing our qualifications and approach with you in more detail.

Sincerely,



Tom Beckwith FAICP, Principal

principal destinations including your central business district.

- **Materials** - should reflect natural elements in tactile settings that evoke location and heritage. Natural materials may be dramatically juxtaposed with contemporary materials and designs to create visual interest.



- **Water** - could be incorporated into most high intensity entryway monuments to create movement and auditory interest. Where water is used, it could be an active auditory element including on-site recycling fountains.
- **Wind** - could also be incorporated using kinetic elements to highlight and take advantage of the winds. A kinetic element in addition or instead of water could provide visual and auditory movement and interest.
- **Vegetation** - should be incorporated into all entryway monument improvements using scented, native, drought tolerant materials that provide color, seasonal change, and sensory interest.
- **Lighting** - should be incorporated into vertical gateway elements to provide a 24-hour entry into a defined territory. Depending on design, lighting may be incorporated within the monument or from the ground to illuminate and highlight sculptural affects.
- **Differentiation** - may be achieved using varying visual, tactile, sensory, and/or auditory elements or themes that define different destinations yet remain consistent with the design palette especially for neighborhood differentiation.

Wayfinding

We believe the following design principles will

determine how effective and aesthetic your wayfinding solutions will be.

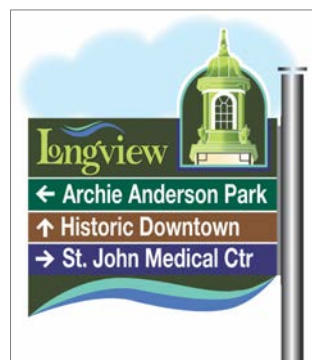
- **Sequenced** - in a progressive pattern so that pedestrians, bicyclists, transit riders, and drivers can anticipate turning movements or traffic placements or stops before the destination is upon them. Signage locations should be appropriately coordinated with your major roadway intersections and transit stops, and appropriate to the destinations you are seeking to identify. Trail directories should



illustrate and explain the overall city trail environs as well as trail marker destination and mile callouts.

- **Effective and cost efficient** - investing in wayfinding signage that creates a unique visual presentation. Your logo images and an accompanying QR code have elements that can be incorporated into your directory and wayfinding signage to provide unique visual accent better than stock standards will achieve.

- **Simple** - providing no more than 4 callouts



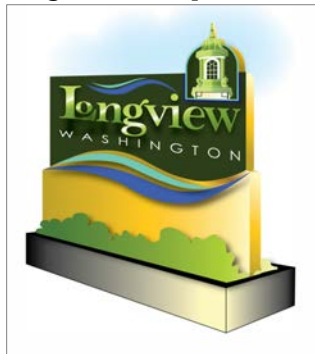
per sign to ensure the sign is legible and does not overly clutter the wayfinding presentation.

- **Graphic** - using gold or white letters on colored backgrounds which are easiest to read

and that provide accent. Graphics, symbols, colors, and other accents from your logo will differentiate your wayfinding signs from other background information or traffic signs.

- **Legible** - using upper and lower case and simple though elegant fonts of gold or white lettering on colored backgrounds for destination callouts. Letters should be no less than 4 inches where the wayfinding signage is intended for vehicular traffic and no less than 2.5 inches for bicyclists and pedestrians.

- **Scaled** - to the appropriate pedestrian, bike, transit, or vehicle user providing different heights, sizes, placements, and reading reaction times.



Depending on your final design, the graphic elements may be proportionately reduced to scale for the user audience but still retain the same overall visual continuity.

- **Durable** - using high intensity production colors and surfaces or simulated wood (High-Density Urethane (HDU) board) that typically provide up to 14 years before the colors significantly oxidize and require sign replacement. Your budget should include occasional repair and replacement costs as well as system-wide upgrades when the signs reach life cycle.

- **Proportional** - sizing the signpost standards to balance the visual weight of the wayfinding signage. Generally, wayfinding signs should be mounted as blade signs on light and

traffic standards or supported with 1 or 2 each wood or tubular steel posts to visually balance the sign presentation.



- **Differentiated** - removing unnecessary signage or background clutter around the wayfinding signs to differentiate your wayfinding imagery from surrounding traffic and commercial advertising signs.

- **Literate** - using icons and graphics that communicate information and direction without reliance on text.

- **Unique** - relying on the graphic imagery and presentation in your wayfinding system rather than in off-the shelf accessories that have no unique or historical integrity with Richland.

C.3 Proposed scope of work

Our exact approach will depend on your preferences - which we will resolve with you prior to proceeding. In the meantime, we organized the following based on your RFP, our experience with similar projects, and our knowledge of Richland.

1. Start your process

Task 1a: Conduct retreat

We will conduct a workshop with you, your staff, Economic Development Committee, Planning Commission, City Council, and other stakeholders you deem appropriate to:

- **Evaluate** - your previous plans that will affect your design process including the 2020 Downtown Connectivity Study, 2017 Waterfront Branding & Development Vision, 2011 Swift Corridor and Civic Center Study, and 2005 Urban Design Plan.
- **Assess** - the electronic, print, branding, gateway, and wayfinding elements that have been used by you and other public and nonprofit organizations.
- **Define your outreach** - including who and how to involve hike and bike user groups, transit riders, disability groups, downtown business owners, downtown residents, economic and community organizations, and the public in your process.

Based on your workshop review, we will make any scope of work adjustments appropriate.

Task 1b: Progress workshops

We will conduct progress workshops with you, your staff, Economic Development Committee, Planning Commission, and City Council at regular intervals and key milestone decisions.

Deliverable - a scope of work, schedule, public involvement, budget, and progress sessions.

2. Assess existing conditions

Task 2a: Inventory/assess existing brands

We will assemble and assess promotional, marketing, and other logos and themes currently being used including:

- **City elements** - defined in your social

media, website, newsletters, posters, brochures, banners, gateway, and wayfinding signage for parks, trails, transit, buildings, and districts.

- **Other public and private elements** - including social media, printed, or advertising elements that will impact on your brand.

We will assemble and compare the different branding elements to determine the composite visual impacts being created under existing marketing conditions.

Task 2b: Inventory/assess existing signage

We will assess informational, directional, and other wayfinding elements within the central business district streets and on major road corridors leading into the district including:

- **City signs** - including roadway, trail, bikeway, pedestrian, and transit informational and directional signage.
- **Other public signs** - including destination directional, traffic directional, and site identification signage.
- **Private advertising** - including informational signage, banners, and advertising located within or directly adjacent to roads, parks, and trails.

We will create a series of map and photomontages that display the results of the inventory supplementing your GIS files.

Task 2c: Review inventory/assessments

We will review the results of the inventories during a series of workshops with you, your staff, Economic Development Committee, Planning Commission, City Council, and others you deem appropriate.

Your workshop participants will review the implications and define design objectives for the creation of a brand for your gateway and wayfinding signage.

Deliverable - comprehensive assessment of existing brands, gateway, and wayfinding images.

3. Create alternative concepts

Task 3a: Identify wayfinding destinations

Depending on the results of your branding retreat in Task 1 and the inventories and assessments in Task 2, we will identify gateway and wayfinding destinations including possible site locations and routings for:

- **Districts** - including Gold Coast Historic District, Central Business District, The Parkway including John Dam Plaza, HAPO Community Stage, Carol Woodruff Plaza, Richland Players Performing Arts Theater...
- **Parks and open spaces** - including Richland Skatepark, Craighill Avenue Basketball Court, Barth Park, Jefferson Park, Marjorie Sutch Greenway, Columbia Playfield, Howard Amon Park, Floyd Gates Little League Field, Westwood Park, Jason Lee Park, Rodney Block Park, Beverly Heights Park, Lawless Park, Goethals Natural Park, Columbia Point Marina Park, Fran Rish Stadium, George Prout Aquatic Complex, Richland Marina...
- **Trails** - including Gillespie Parkway, Urban Greenbelt Trail, Hains Levee Trail, Riverfront Trail, Knight Street Transit Center...
- **Schools** - including Jason Lee Elementary School, Jefferson Elementary School, Lewis & Clark Elementary School, Chief Joseph Middle School, Carmichael Middle School, Richland High School, Riversedge High School, Three Rivers Homeiink, Richland Boys & Girls Club...
- **Public facilities** - including Richland City Hall, Library, Police Department, Kadlec Regional Medical Center, Tri-Cities Community Health, Richland VA Clinic, Richland Federal Center, Department of Energy, Internal Revenue Service...
- **Private facilities** - including Jason Lee Swim & Tennis Club, Atomic Bowl, Columbia Point Golf Course, Richland Yacht Club...

Task 3b: Create alternative concepts

We will develop alternative design concepts that adhere to the Richland Municipal Code (RMC), Manual of Uniform Traffic Control Devices (MUTCD) guidelines, Federal Highway Administration (FHWA) regulations, and American Disability Act (ADA) regulations to include:

- **Branding** - incorporating your logo and iconic images in gateway and wayfinding signage in a suite of templates that you can use in future applications.
- **Districts** - incorporating CBD, downtown, and neighborhood identifications to integrate

gateway and wayfinding signage with placemaking potentials.

- **Directories** - with base maps, location information, trailheads, trails, and services at key trailheads, parking lots, and transit stops.
- **Gateways** - defining entry into the city on SR-224, SR-240, I-82, and George Washington Way, around and framing the central business district Loop with George Washington Way, Jadwin Avenue, and Swift Boulevard, and into the “downtown” on the Parkway.
- **Wayfinding** - signage for motorized information to trailheads and parking lots, signage for access to parks, transit stops, and public facilities, and trail marker signage with callouts to parks, trails, trailheads, and services for hikers, bikers, dog-walkers, and wildlife viewers.

We will create full-size mockups, photomontages, site demonstrations, and other representative displays of the alternative concepts for evaluation.

Task 3c: Review concepts with public

We will review the alternative design concepts, destinations, and routings during a series of workshops with you, your staff, Economic Development Committee, Planning Commission, City Council, and others you deem appropriate.

Your workshop participants will determine which concepts are vetted with the public with:

- **Display concepts** - on your website, newsletters, and Facebook for review and comment by the public.
- **Open houses on alternative concepts** - to review and critique the concepts with interested trail user groups, transit riders, ADA groups, business owners, economic and community organizations, and the public.
- **Online survey** - to elicit comments, suggestions, and preferences on the alternative concept illustrations, mockups, and displays.
- **Demonstration** - installing a few example signs at select gateway and wayfinding locations to determine user reactions, public awareness, and effectiveness.

Based on the website, newsletter, open house, online survey, and demonstration results, you, your staff, Economic Development Committee, Planning Commission, and City Council will select a preferred brand concept to refine.

Task 3d: Refine preferred concept

Based on the results of Task 3c, we will refine your preferred concepts to reflect the critiques, suggestions, and other comments you deem appropriate. We will also evaluate the following fabrication, installation, phasing, and funding particulars:

- **In-house production** - including estimated materials, labor, and other indirect costs associated with producing and maintaining gateway and wayfinding elements by your Public Works staff - and the resulting impact on quality as well as Public Works staff workloads.
- **Contract production** - including estimated bidding and production costs, oversight requirements, and sign maintenance and replacement costs if the initial or all gateway and wayfinding elements are produced by contract bid and construction with installation by your Public Works staff.
- **Phasing sequences** - that reflect immediate on The Loop's completion, 1-5 year, and future year strategies that produce the most immediate and long-lasting impact whether gateway and wayfinding elements are produced in-house or by contract.
- **Funding strategies** - including the possible mixture of city funds and lodging taxes with other public, nonprofit, or private organizations to fund and maintain your gateway and wayfinding system including possible private sponsorship of individual sign installations or directories.
- **Sign ordinance** - revisions, if appropriate, to control advertising signage abuse or intrusions.

Task 3e: Validate final concepts, costs, production methods

We will review the gateway and wayfinding refinements, production, costs, phasing, funding, and sign or other ordinance options during a series of workshops with you, your staff, Economic Development Committee, Planning Commission, and City Council.

Your workshop participants will review and validate refinements, production, costs, phasing, funding, sign ordinance, and any other particulars necessary to implement your gateway and wayfinding system.

Deliverable - a preferred brand, gateway and wayfinding signage design, production method, costs, and phasing strategy.

4. Develop style guides/specifications**Task 4a: Develop style guides/specifications**

Based on the results of Task 3, we will develop style guides and specifications necessary to produce the gateway and wayfinding sign elements with in-house or by contract production methods. Depending on your decisions in Task 3, we will produce final style guides for the following elements:

- **Maps** - that may be reproduced on your website, in brochures, and on street wayfinding directories and kiosks.
- **Roadway signage** - that may be installed on light or traffic standards or as stand-alone signage on access streets and crossings.
- **Transit signage** - that may be installed at transit stops and on websites, directories, and kiosks.
- **Trail signage** - that may be installed in parks, at trailheads, and along trail corridors and crossings.
- **Smartphone apps** - that link your information with a user-friendly visual and auditory smartphone-enabled platform using scannable QR codes on your website, directories, gateway, and wayfinding signs.

Task 4b: Review style guides/specifications

We will review the style guides and specifications during a series of workshops with you, your staff, Economic Development Committee, Planning Commission, and City Council.

Your workshop participants will review and make any adjustments in contents or production assumptions appropriate.

Task 4c: Refine guides, costs, production methods, staging, funding

Based on the results of Task 4b, we will make any final adjustments to the style guides, specifications, in house production methods or contract bidding documents, phasing, or funding strategies necessary to begin fabrication and installation tasks and authorize electronic social and print media promotions.

We will solicit prototype production of your refined gateway and wayfinding sign types from Public Works or possible vendors as a final proof and validation of your style guides and the quality standard to be used if your signage is produced in house or by contract bid.

Task 4d: Approve final implementation particulars with City Council

We will review final style guides, specifications, prototype examples, production methods, or contract bidding proposals, phasing, and funding strategies during hearings with you, your staff, Economic Development Committee, Planning Commission, and City Council.

Your City Council will review and approve final particulars necessary to begin fabrication and installation tasks.

Deliverable - style guides for gateway and wayfinding signage including specifications, production method, cost, phasing, and funding.

5. Implement wayfinding

Task 5a: Develop bid documents

Based on the results of Task 4, we will finalize your style guides, specifications, QR codes, installation maps, graffiti protection screens, and mounting hardware specifications as well as Adobe Illustrator (ai) graphic files and templates for each gateway and wayfinding sign.

Task 5b: Fabricate/install signage elements

Based on the results of Task 5a, we will provide and/or assist you and your staff with all particulars necessary to complete fabrication, installation, and smartphone apps.

Deliverable - approved designs, style guides, and specifications including fabrication and installation of your gateway, wayfinding signage, and smartphone apps.

C.4 Beckwith Consulting Group

Tom Beckwith FAICP developed and managed project teams in multidiscipline firms including one of the largest architectural firms in the nation prior to forming his own firm. He established the Beckwith Consulting Group as a sole proprietorship to provide planning, design, and development services throughout the Pacific Northwest.

We carry \$2,000,000 occurrence and \$2,000,000 general aggregate business and professional (errors and omissions) insurance through USAA Insurance Agency and the Hartford Company.

We are solely responsible for all schedules, budgets, products, and particulars where we have been prime consultant (over 95% of our projects).

Tourism plans

- Grant County Tourism Master Plan
- Kittitas County Tourism Plan
- Birch Bay Community Tourism Plan
- Kittitas County Fair/Ellensburg Rodeo
- Southwest Washington Fair Master Plan
- Lynnwood Convention Center Master Plan

Wayfinding plans and projects

- Yakima River Public Access Plan Logo and Wayfinding
- Mercer Island Wayfinding Signage
- Longview Gateway and Wayfinding Signage
- Kelso Gateway and Wayfinding Signage
- Friday Harbor Sunshine Alley Design Plan including logo and wayfinding signage
- Birch Bay Community Tourism Plan including gateways and wayfinding
- Oak Harbor Downtown/Waterfront Redevelopment Program including website, branding, logo, and wayfinding signage
- Chehalis Renaissance Project including branding, logo, and wayfinding signage
- LaConner Business Recruitment Program & I-5 Historical Signage and Wayfinding
- Lynden Historic Downtown Streetscape including gateway and wayfinding signage
- MLK Subarea Plan/Planned Action EIS including gateways and wayfinding signage
- Seattle's Columbia City Streetscape including logo, gateway, and wayfinding signage

Sign ordinances

- Chelan Historic Downtown Design Guidelines
- Monroe Sign Code & Design Standards
- Chehalis Historic Downtown Design Guidelines
- Arlington Old Town Design Guidelines
- Pasco Sign Code & Design Standards
- Snoqualmie Downtown Master Plan including gateway and wayfinding signage
- Kennewick Bridge-to-Bridge/River-to-Rail Subarea Plan including branding and wayfinding signage

Placemaking plans and projects

- Chelan Downtown Enhancement Project
- Oak Harbor Downtown/Waterfront Plan
- Bend Riverfront Connection
- Othello Farmers' Market Master Plan
- Downtown Eugene Redesign Project
- Snoqualmie Downtown Master Plan
- Bellingham Farmers' Market Master Plan
- Friday Harbor Sunshine Alley Plan

Trails plans and projects

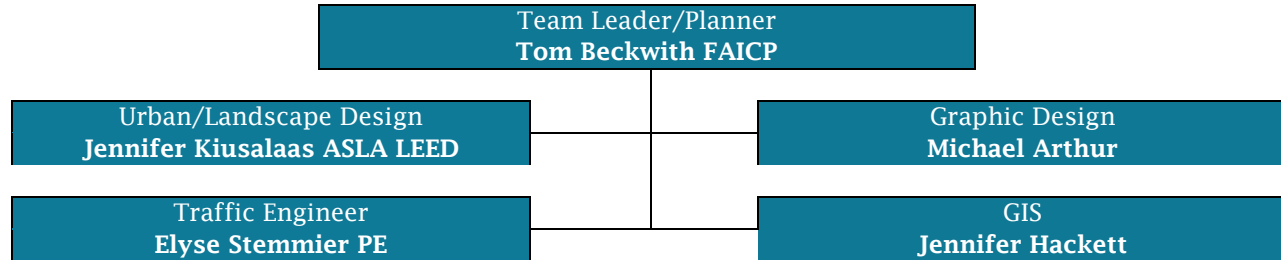
- Chelan County Motorized Trail Plan
- Yakima River Public Access Plan
- Skagit County UGA Open Space & Trails Plan
- Lake Oswego Parks & Trails Plan
- Pierce County Foothills Trail Master Plan
- Lowell-Snohomish Riverfront Trail
- Island County Non-motorized Trails Plan
- Jefferson County Non-motorized Plan
- Jefferson County OHV Plan
- Black Diamond Non-motorized Plan
- Port of Bellingham Public Access Plan

Park, recreation & open space (PROS) plans

- Seattle PROS Plan Update
- Shoreline PROS & Arts Plan
- Mount Vernon PROS Plan
- Benton County Comprehensive Park Plan
- Chelan PROS Plan
- Everett PROS Plan
- Covington PROS Plan
- Puyallup PROS Plan
- Port Orchard PROS Plan

We have achieved the highest rate of successfully implemented projects in the consulting industry as attested to by our project results, client references, and 49 awards.

C.5 Consulting team members



Team Leader - Tom Beckwith FAICP



Tom's experience includes marketing and economic development plans, branding and logo developments, social media development and marketing materials, gateway and wayfinding signage, and streetscape development plans and designs.

His plans and projects have one of the highest implementation rates in the consulting industry and have been recognized with 49 awards from a variety of professional organizations.

As Team Leader/Project Manager, Tom will be solely responsible for all schedules, budgets, products, and particulars as he has been on all of the firm's projects.

Registration

- Fellow of the American Institute of Certified Planners (FAICP).

Education

- Graduate School of Design, Continuing Education, Harvard University
- Masters in Urban Planning, University of Washington
- Bachelor of Science in Sociology with minors in Architecture and Economics, University of Oregon

Notables

- Former Board Member of the Northwest Museum of Northwest Art (MONA)
- Artist exhibitor in MoNA Annual Auction
- Artist exhibitor in LaConner Arts Alive

Wayfinding projects

- Yakima River Public Access Plan Wayfinding
- Mercer Island Wayfinding Signage
- Longview Gateway and Wayfinding Signage

- Kelso Gateway and Wayfinding Signage
- Friday Harbor Sunshine Alley Design Plan including logo and wayfinding signage
- Monroe Sign Code & Design Standards
- Birch Bay Community Tourism Plan including gateways and wayfinding
- Oak Harbor Downtown/Waterfront Redevelopment Program including branding, logo, and wayfinding signage
- Chehalis Renaissance Project including branding, logo, and wayfinding signage
- LaConner Business Recruitment Program & I-5 Historical Signage and Wayfinding
- Lynden Historic Downtown Streetscape including gateway and wayfinding signage
- Pasco Sign Code & Design Standards
- Snoqualmie Downtown Master Plan including gateway and wayfinding signage
- Kennewick Bridge-to-Bridge/River-to-Rail Subarea Plan including branding and wayfinding signage
- MLK Subarea Plan/Planned Action EIS including gateways and wayfinding signage
- Seattle's Columbia City Streetscape including logo, gateway, and wayfinding signage

Sign ordinances/design guidelines

- Monroe Sign Code and Sign Guidelines
- Kennewick Sign Ordinance and Manual
- Concrete Historic District Design Guidelines
- Chehalis Urban Design Manual
- Snoqualmie Sign Design Manual and Ordinance
- Pasco Sign Ordinance
- Des Moines Land Use Code Update - sign and urban design guidelines
- Blaine Land Use Code Update - sign and urban design guidelines
- Duvall Urban Development Regulations - sign and urban design guidelines
- Fircrest Urban Design Guidelines

Graphic Design - Michael Arthur



Michael has over 30 years of experience developing graphic concepts, advertising concepts and productions, commercial film and video direction, social media, and fine artwork for state, county, and city park and recreational facilities.

Michael produces advertisements, brochures, direct mail pieces, POP/display, corporate ID/branding, outdoor boards/posters, package design, trade show display/interpretive signs, super graphics, wayfinding signage, specialty ad product design, photography, film/video, and efforts in fine art.

Education

- Master of Arts from California State University at Northridge
- Bachelor of Fine Arts from the California Institute of the Arts (Chouinard Art School)

Notable

- Provided on-call graphic design services including displays, brochures, park and trail signage, and social media materials for the Oregon State Parks Department for 4 years

Beckwith projects

- Yakima River Public Access Plan Logo and Wayfinding
- Mercer Island Wayfinding Signage
- Longview Gateway and Wayfinding Signage
- Kelso Gateway and Wayfinding Signage
- Friday Harbor Sunshine Alley Design Plan including logo, gateway, and wayfinding
- Birch Bay Community Tourism Plan logo and wayfinding
- Chehalis Renaissance Project logo, branding, wayfinding, and gateway elements
- LaConner Historical District logo and wayfinding signage
- Snoqualmie Downtown Master Plan including branding, logo, and wayfinding signage
- Kennewick Bridge-to-Bridge/River-to-Rail Revitalization Pan including wayfinding and gateway elements

Urban/Landscape Design - Jennifer Kiusalaas ASLA LEED



Jennifer has over 25 years of experience in landscape architecture with an emphasis on urban design, waterfronts, streetscapes, master planning, and site design for public parks and trail systems as well as civic

projects with rich diverse history and cultural or natural significance.

Her extensive public project experience is highlighted by her training in fine arts and background in engineering, and her ability to capture and express identity of place.

Registration

- Landscape Architect in Washington and Oregon
- CLARB Certified
- LEED Accredited Professional

Education

- Bachelor of Landscape Architecture from Pennsylvania State University

Beckwith projects

- Chelan Downtown Enhancement Project
- Burlington PROS Plan
- Forks PROS Plan
- Yakima River Public Access Plan
- Kenmore PROS Plan
- Shoreline PROS & Arts Plan
- Mount Vernon PROS Plan
- Benton County Comprehensive Park Plan
- Lewis County PROS Plan
- Covington PROS Plan
- Port Orchard PROS Plan

Traffic Engineer - Elyse Stemmier PE



Elyse has 13 years of experience with traffic modeling systems, signalization studies, traffic channelization plans for trucks, cars, transit, bicycle, and pedestrian modes.

Her experience includes detailed engineering design, construction documents, and administration of on and off-road multipurpose trail projects.

Education

- Master of Science in Civil Engineering, University of California at Berkley
- Bachelor Science in Civil Engineering University Washington

Registration

- Professional (Civil) Engineer in Washington, Oregon, Idaho, Montana, Nevada

Beckwith projects

- Chelan Downtown Enhancement Project
- Concrete Comprehensive Plan
- Forks Comprehensive Plan
- Jamestown S'Klallam Tribe Housing Solutions

Project examples

- Sprague Avenue Improvements, Spokane Valley
- Community Transit BRT-Swift
- Lake Washington School District
- King County Metro EV Charging Stations
- Quincy Traffic Control Plan
- Bellingham HAWK Signalization
- Bothell 228th Street SE Intersection
- Renton Lake Washington Loop Trail
- Redmond Central Connector
- Bellevue Plaza Improvements
- Woodinville NE 171st Street Improvements

GIS - Jennifer Hackett

Jennifer has over 15 years of experience creating and maintaining a centralized repository of spatially linked data on recreation and points of interest in Washington State that highlights culture, history,

and science. Jennifer's data is used to create custom printable and interactive maps, data tables, and interactive mapping applications.

She is proficient in ArcGIS and Site Spinner Pro website developer, and Bulgarian, Serbo-Croatian, and Russian languages.

Education

- Master of Science in Resource Management from Central Washington University, Member Honorary Geographical Society of Gamma Theta Upsilon
- Bachelor of History with Russian Studies Concentration from Carleton College, Northfield, Minnesota

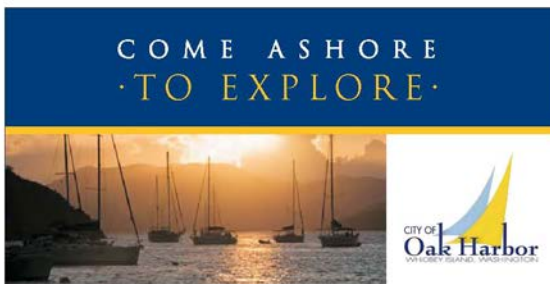
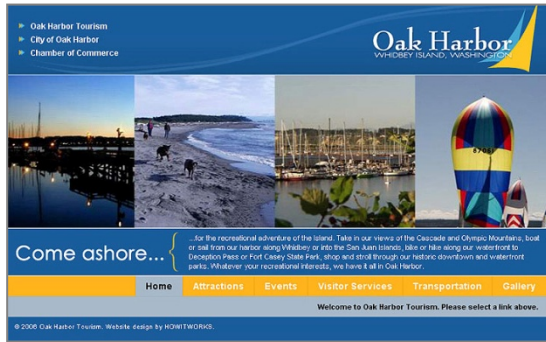
Notable

- Maintains Recreation & Conservation Office (RCO) inventory of statewide open spaces, parks, and trails

Beckwith projects

- Grant County Tourism Plan
- Kenmore PROS Plan
- Island County PROS Plan
- Burlington PROS Plan
- Forks PROS Plan
- Yakima River Public Access Plan
- Kittitas County PROS Plan
- Kittitas County Tourism Infrastructure Plan
- Benton County Comprehensive Park Plan
- Mount Vernon PROS Plan
- Shoreline PROS & Arts Plan
- Concrete Comprehensive Plan
- Selah Housing Action Plan
- Forks Comprehensive Plan

D.1 Project examples



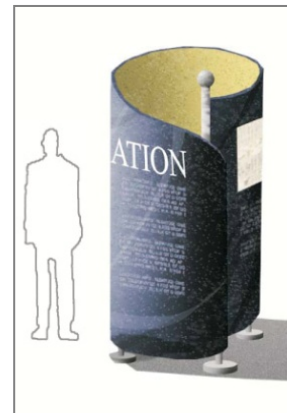
outdoor billboard



Oak Harbor Downtown/Waterfront Redevelopment Program

We conducted extensive outreach including workshops, charrettes, open houses, and surveys of downtown property and business owners, and the public to develop economic strategies, infrastructure projects, marketing materials, and wayfinding signage for this **award-winning** project including:

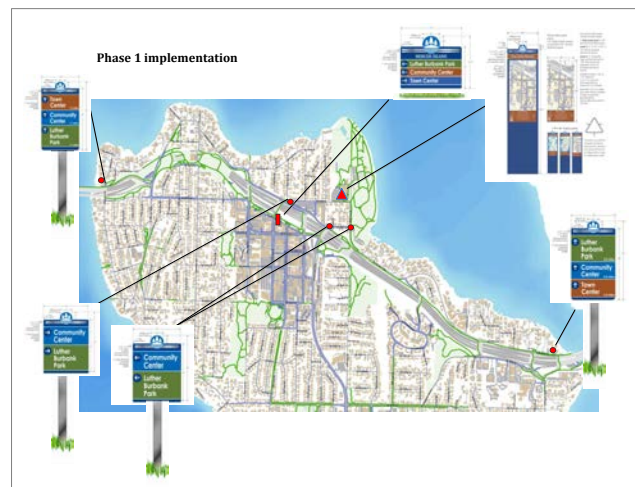
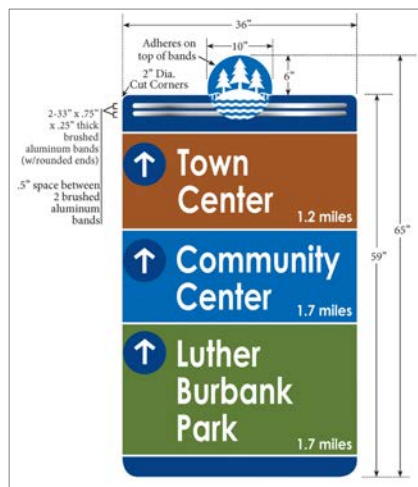
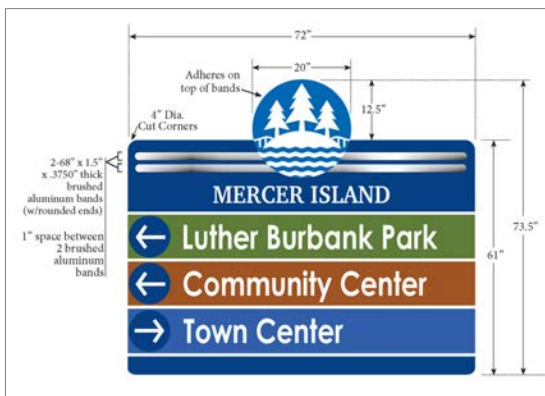
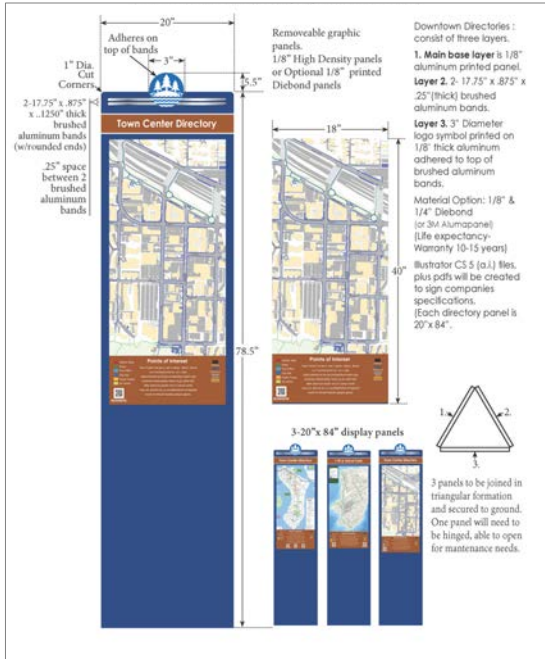
- Branding, tagline, and logo development
- Website development and contents ()
- Collateral print materials including brochures, letterheads, flyers, billboards, and information trailer wraps
- Gateway, wayfinding, directional, and trail signage systems
- Streetscape design concepts, furnishings, and banner programs



Mercer Island Wayfinding Signage Master Plan

We conducted workshops and open houses for the development and implementation of a wayfinding signage system for Mercer Island including:

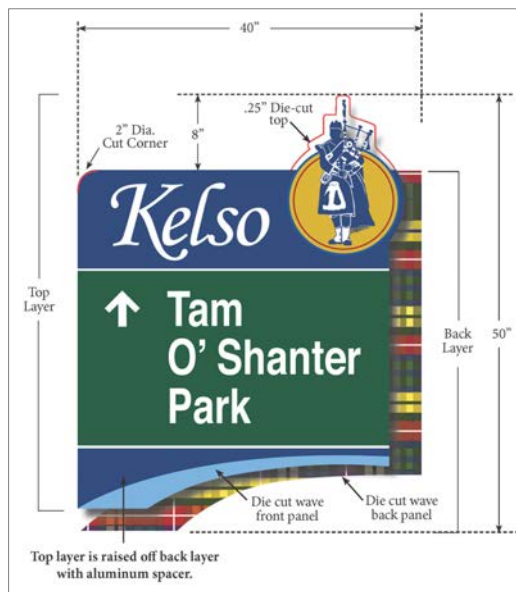
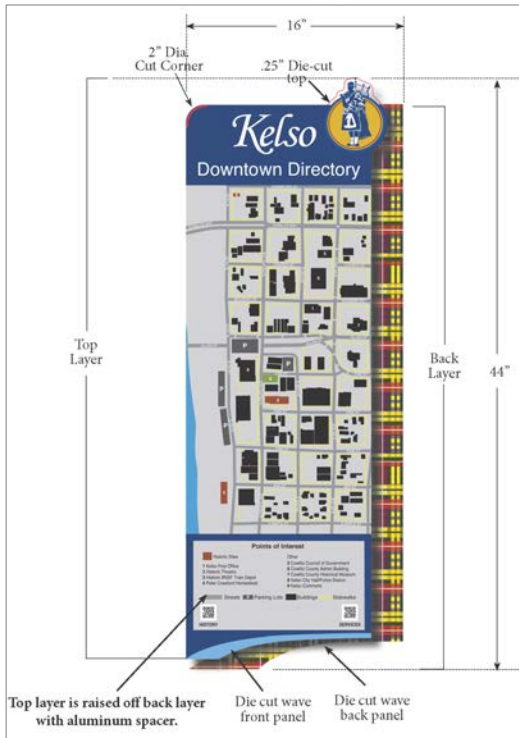
- Logo elements
- I-90 exit ramp designation call-outs for city center and major destinations
- Directories for the I-90 lidded park and trail system into city center including walking tours of artworks and sculpture
- Wayfinding signage for drivers, bicyclists, and pedestrians along major city center corridors throughout the island
- Smartphone apps for commercial business directories in the city center



Kelso Wayfinding Signage Plan

We conducted workshops, open houses, and surveys of property and business owners, community organizations, public and nonprofit agencies, and the public for the development of a master plan for a wayfinding signage system for Kelso including:

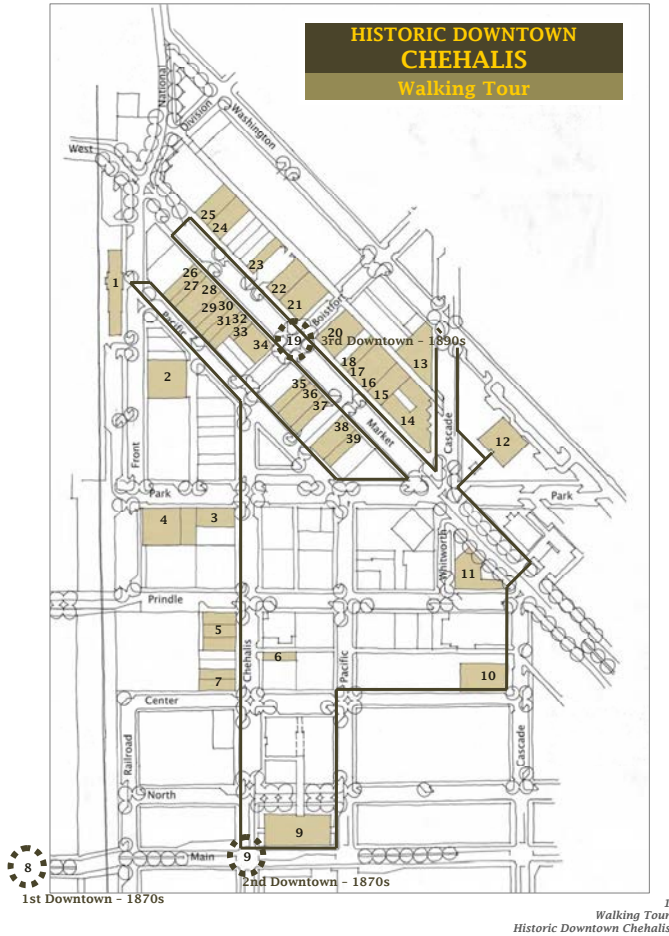
- Marketing, branding, and logo elements
- I-5 exit ramp and SR-432 intersection designation callouts for historic landmarks and major destinations
- Gateway entries from major regional highways
- Wayfinding signage for drivers, bicyclists, and pedestrians along major destination corridors
- Downtown directories of public facilities and historic landmarks
- Smartphone apps for landmark building information for Kelso's historic train station and downtown historic district



Chehalis Renaissance Project

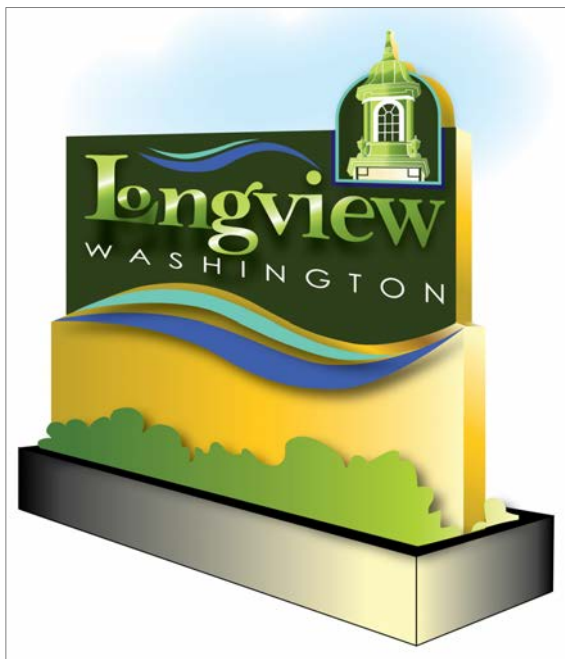
We conducted extensive public outreach involving workshops, charrettes, open houses, and surveys of business owners, community and business organizations, retail customers, tourists, and the public to develop this **award-winning** project for a citywide/downtown urban/economic development strategy, plan, and projects including:

- Brand and logo elements
- Website and promotional materials
- Gateway and wayfinding signage
- I-5 WSDOT sign placements
- Historic design and landscape guidelines
- Tenant recruitment strategies
- Traffic and parking elements and projects
- Streetscape and RFP competitions



1
Walking Tour
Historic Downtown Chehalis

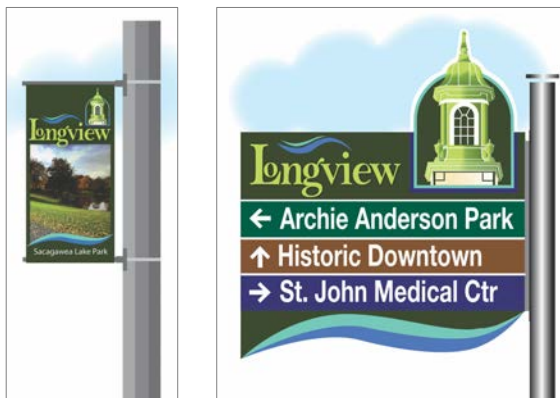




Longview Wayfinding Signage Master Plan

We conducted workshops, open houses, and surveys of property and business owners, community organizations, public and nonprofit agencies, and the public for the development of a master plan for a wayfinding signage system for Longview including:

- Marketing, branding, and logo elements
- I-5 exit ramp and SR-4 and SR-432 intersection designation callouts for historic landmarks and major destinations
- Gateway entries from major regional highways
- Wayfinding signage for drivers, bicyclists, and pedestrians along major destination corridors
- Smartphone apps for landmark building information for Longview’s historic downtown district, parks, and landmarks

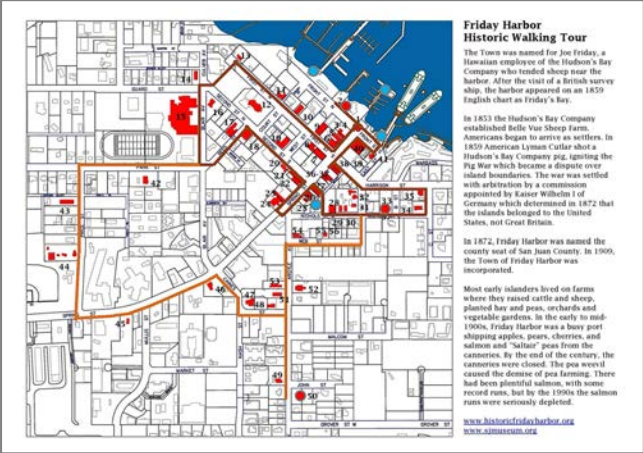




Friday Harbor Sunshine Alley Design Plan

We conducted surveys, workshops, and charrettes with property and business owners, retail customers, tourists, and Island residents to develop this **award-winning** economic development strategy and design plan for the revitalization of the historic downtown block fronting onto a public farmers' market accessed by Sunshine Alley including:

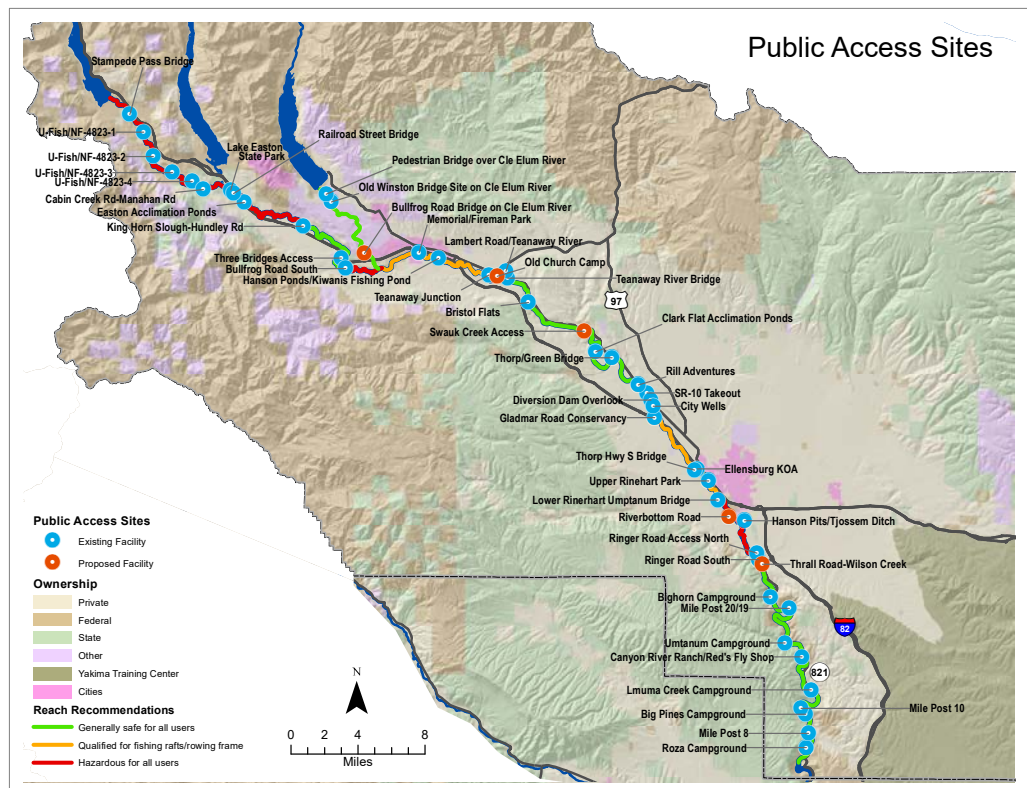
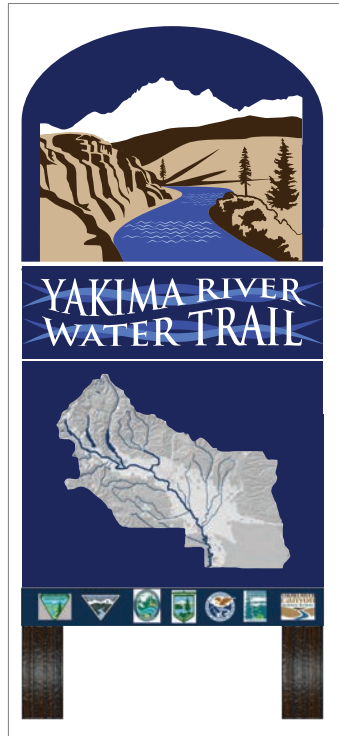
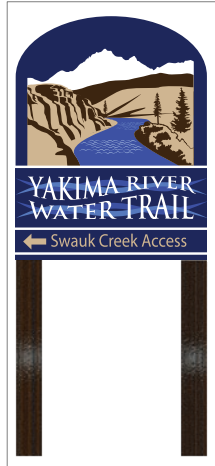
- Market gap analysis
- Tenant recruitment strategies
- Urban design plan
- Infrastructure improvement projects
- Promotional materials
- Brand and logo development
- Directory, gateway, and wayfinding signage



Yakima River Public Access Plan Directories, Signage, Maps

We developed an **award-winning** public access plan for the 58-mile length of the Yakima River including proposed fishing, boat launch, scenic viewpoints, and informational online mapping, brochures, and wayfinding signage system including:

- Logo elements
- Wayfinding signage for I-90, US-97, SR-10, and SR-821/Canyon Road exit ramp and intersection designation callouts for Yakima River public access sites and major scenic and tourist destinations
- Public access site information directories defining river uses appropriate for each river segment including adjacent activities of interest for multiagency sponsors
- Wayfinding signage for bicyclists, hikers, horseback riders along the Palouse to Cascadia (PTC), Cle Elum Skyline, and Ellensburg City to Canyon multipurpose trails

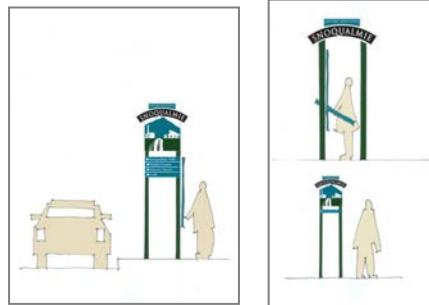
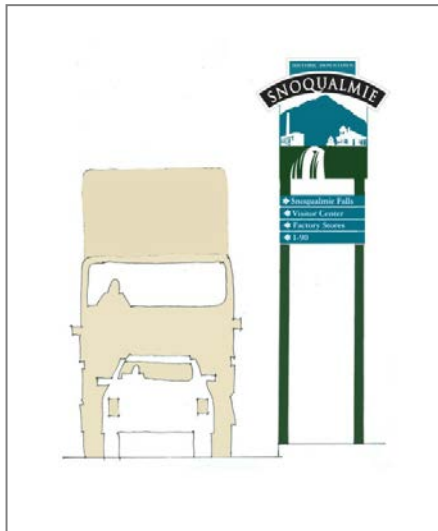




Snoqualmie Downtown Master Plan

We conducted workshops, charrettes, open houses, and surveys of downtown property and business owners, customers, and the public for this **award-winning** multifaceted master plan with identified short- and long-range actions organized around the National Main Street Program 4-Point approach for downtown revitalization including:

- Market organization
- Economic restructuring including tenant recruitment strategies
- Historic and signage design guidelines
- Promotional strategies including events
- Branding and logo elements
- Gateway and wayfinding signage
- I-90 WSDOT historic district signage placement



3.4: Erect downtown wayfinding signs and directories

Preferred downtown logo

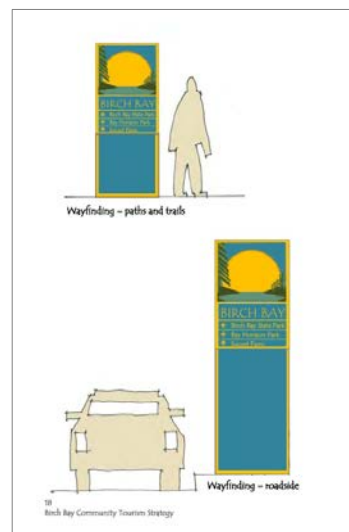
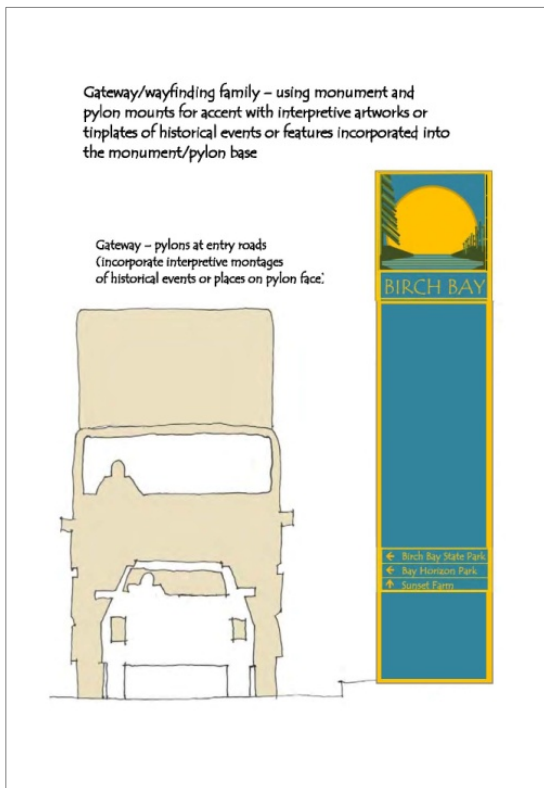
Downtown kiosks

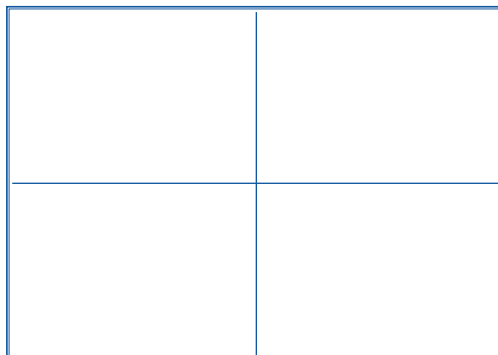
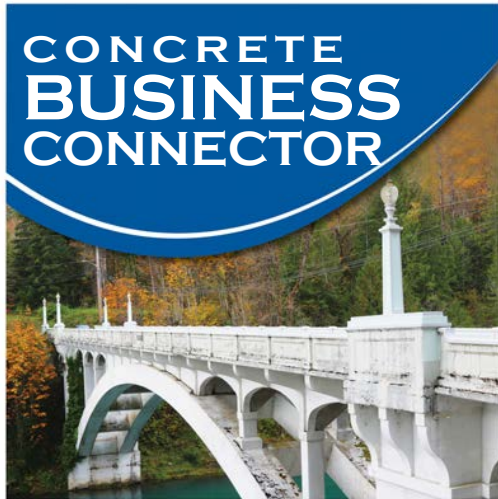
18
Chapter 2: Master plan elements
Snoqualmie Downtown Master Plan

Birch Bay Community Tourism Plan

We conducted workshops, charrettes, and on-line surveys of residents, customers, and tourists for this tourism development strategy detailing:

- Marketing opportunities
- Catalytic project developments
- Promotional materials and brochures
- Branding and logo elements
- Gateway and wayfinding signage





Concrete Branding

We worked with the Concrete Planning Commission, Chamber of Commerce, Economic Development Commission, and Council members on the Periodic Update to the Town's Comprehensive Plan, Middle Housing, and Climate Change elements which included:

- Designation of historic landmarks and downtown historic district
- Development of historic downtown design standards
- Marketing and promotion of Concrete's gateway to Mount Baker-Snoqualmie (MBS) National Forest Mount Baker-Snoqualmie National Forest (MBSNF), North Cascade National Park (NCNP), and Ross Lake National Recreation Area (RLNRA)
- Outreach to Winthrop Chamber of Commerce to promote Cascade Highway 20 events
- Design of Concrete Business Connector template for advertising local businesses
- Application for a Washington Creative District



Walking Tour of LaConner's Historic Landmarks



7 Nevada Bar (Next Chapter Bookstore) - 1890
721 South 1st Street - this building was built on the site of a hotel constructed by John Conner. The site was acquired by Paul Polson who built this structure. The first floor housed the Nevada Bar, and later a pool hall, and later a post office. The upper floor housed doctor offices, lawyers, and rooms for rent.
Architecture - the building is composed entirely of brick except for the first story front facade and a few decorated painted features. Two wooden piers capped by flat beam form a large front bay. Windows and doors on the front have fan lights which produce a palladian effect. The first floor is separated from the second by simple cornice with dentils. The front is capped by a wooden bracketed frieze and cornices. All of the remaining windows are topped with scrollwork arches and a decorative brick band extends the full length of the building on the Commercial Street side.



8 Marietta/Planter Hotel - 1907
715 South 1st Street - the original building was a smaller wooden hotel building built by John Conner as LaConner Hotel and later called the Marietta Hotel. The site was acquired by Paul Polson who built this structure to house the hotel, restaurant, bakery, rooms for doctor and dentist offices, a cigar maker, jewelry shop, insurance office, stage line, and Dunlap Towing office.
Architecture - the 2 story building exhibits the Chicago School influence. The first story is divided into bays, and the front facade is topped by a decorative cornice and central scrolled parapet with "Hotel" and "1907" inscribed in large letters. The building has an enclosed garden courtyard in the rear.



9 Meek's Barbershop (Fairly Godmother's Unlimited) - 1914
705 South 1st Street - the building was built to house a restaurant, and then a series of retail stores, then Meek's barbershop, and now a specialty retail shop.
Architecture - the 1 story wood building has a false-front and false projecting eave.



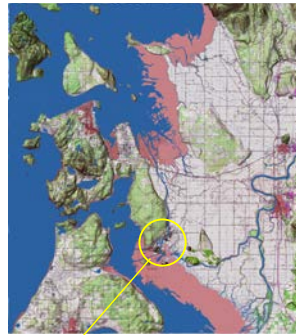
10 Fletcher's Saloon/Puget Sound Mail (Courtyard Gallery) - 1898
701 South 1st Street - the building was built to house a saloon called the Fisherman Bar, and later the Acme Saloon, and then Fletcher's Saloon. Later

4 Walking Tour Downtown La Conner National Historic District

LaConner Branding

We worked on a pro bono basis with the LaConner Mayor, Town Administrator, Planner, and Council developing and promoting historical, cultural, and artist endeavors including:

- Cultural Arts Initiative with Artspace for Artist Live/Work Housing
- WSDOT installation of "Historic Waterfront District" signage on I-5 and SR-20
- Working on the Board of the Museum of Northwest Art (MoNA) to retain the museum and the annual art auction
- Walking tour of LaConner's historic waterfront district and 200 other historic structures in town
- Bicycle touring map and guide to the Skagit Valley's backroads and attractions
- Working with the Chamber of Commerce to maintain a directory of available retail building rentals



LaConner Bike Maps
 On and off-road bike routes in LaConner, West Skagit County, and with Regional Bike Trails
 June 2011

West Skagit County Bike Maps

These Skagit Valley on-road bike routes are intended to provide LaConner visitors extended day rides through some of the varied and diverse landscapes including marine shorelines, woodlands and wetlands, parks, wildlife resources and nature interpretive centers, farmlands, historic sites and monuments on Coonsee, Fidalgo, Samish, and Fir Islands as well as the Skagit Valley.

All routes are on low to lightly trafficked and rural roadways with the exception of the main and side shoulders on a segment of heavily trafficked SR 20, bike shoulders on the moderately trafficked LaConner Highway, Ben Matson, and Fir Island Roads, and the off-road multipurpose Tomare Thompson Trail on Fidalgo Bay and Padde Bay Trail.

All routes have access to a variety of parks, campgrounds, wildlife refuges, museums, art galleries, coffee shops, pubs, bakeries, gas stations for air and water, minimarkets, and other services as noted on the maps.

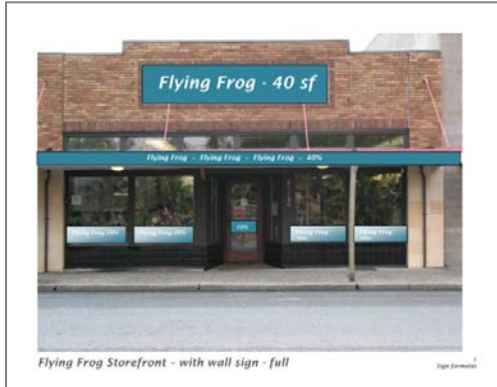
Swinomish Reservation Loop Tour
 This 10-mile on-road bike loop route starts from LaConner and extends completely around the Swinomish Reservation on Fidalgo Island providing views of the Swinomish Channel on the west and Smith Bay on the east including Silver and Hope Island State Parks with Desjardins Park in the far background. From LaConner, the route extends:

1. west on Maple Avenue/Pioneer Parkway across the Rainbow Bridge into Swinomish and past the Swinomish Tribal Museum and Gas Station on Mowage Way then north through Swinomish to low-lying traffic-lighted Reservation Road to the north junction with Swinomish Road.
2. then south to low on Swinomish Road past the Thousand Trails resort and campgrounds to Warren Street, then south on Warren Street to the Hope Island picnic area.
3. then south on Chilling Road back to Swinomish Road, then south on Swinomish Road to Pad and be Channel Road (a 1 mile side trip overlooking Martha's Bay), then west back to Reservation Road and Swinomish and southwest back across Rainbow Bridge to LaConner.

March Point Loop Tour
 This 5.5-mile on-road bike loop route starts from the junction of Reservation Road and Swinomish Road on the Swinomish Reservation and extends completely around March's Point and the est.

1. Longhouse in Swinomish
 2. Community Center in Swinomish
 3. Beach park may be also visible observation
 4. Rainbow Bridge visible in north end of Swinomish Channel adjacent the Casino
 5. Swinomish Channel adjacent the Casino
 6. West Skagit County Bike Map

Snoqualmie Sign Code/Design Guidelines



We worked with the Snoqualmie Planning Department, Economic Development Commission, Planning Commission, and Council members on the update and consolidation of this **award-winning** sign code and design guidelines for the city.

Snoqualmie had previously adopted sign standards for the historic downtown district and separate standards for the master planned development annexation. City Council wanted to consolidate the two sign ordinances and standards in a user-friendly and illustrated format specifying sign and lighting requirements as well as illustrating good sign design concepts.

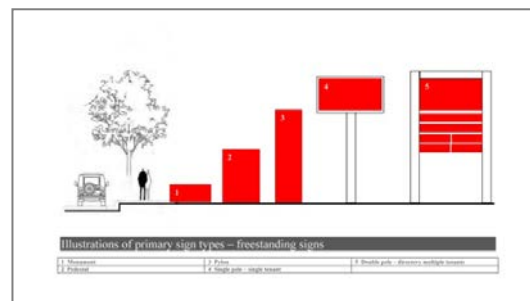


We inventoried existing signs in the downtown and master planned development including good and bad examples of free-standing, pedestal, blade, canopy, awning, identification, temporary, special event, sandwich, banner, and windows.

We assessed appearances in both areas including heights, setbacks, overhangs, placements, size, number, and other characteristics for evaluation and comparison between the existing ordinances.



Working with the Planning Department, we created a simple matrix system indicating the preferred new provisions for all permanent, temporary, and special event signs within each and all districts in Snoqualmie. We also developed design standards and guidelines for each and every sign identifying the purpose, design principles to follow, bad features to avoid, and examples of good sign features.



D.2 References

Mercer Island Wayfinding System Plan

“I would like to express my appreciation to you and your team for an excellent working relationship with the City of Mercer Island on our Wayfinding Signage project.

I am very pleased with the level of commitment and expertise demonstrated by you and your team on this project that had a tight budget and an even tighter schedule. You provided us with an excellent product despite those challenges. I especially appreciate your ability to work with our stakeholder group, providing them with clear, concise information and effective graphics that allowed them to make well-informed decisions.

I look forward to working with Beckwith Consulting Group on similar projects.”

Anne Tonella-Howe PE, Assistant City Engineer
City of Mercer Island Public Works
9611 SE 36th Street, Mercer Island, WA 98040
206.275.7813
anne.tonella-howe@mercergov.org

Kelso Wayfinding System Master Plan

“The cities of Longview and Kelso, Washington jointly engaged Beckwith Consulting to develop a wayfinding signage master plan that included an integrated signage design consistent between both communities. The joint planning effort saved both community’s time and money and contributed greatly to the success of Kelso's program. Kelso capitalized on Beckwith's design effort by incorporating signage design into its new logo, thus precluding the need and expense of a separate branding initiative.

Beckwith's consultants provided hands-on customer care and were very responsive to the details of individual design and preparation of procurement specifications. Questions were quickly answered, and their deliverables helped the

City obtain the grant funding necessary to implement the entire project.”

Stephen Taylor ICMA-CM, City of Kelso
PO Box 819, Kelso, WA 98626
360-423-1371, staylor@kelso.gov

Oak Harbor Downtown/Waterfront Redevelopment Program

“Based on my experience with Tom and his consulting group, their talents can be applied to a wide variety of planning and community development situations. Developing exciting urban design solutions to practical problems in the built environment; implementing broad vision through specific, targeted projects; and utilizing processes that involve and value stakeholders are just three examples of how their skills may assist you.

I wholeheartedly recommend Tom Beckwith and the Beckwith Consulting Group.”

Steve Powers, Director, Development Services
865 SE Barrington Drive, Oak Harbor, WA 98277
360-279-4511, steve.powers@oakharbor.org

Friday Harbor Sunshine Alley Design Plan

“Tom Beckwith and his consulting team tackled a project that generated diverse opinion within the community. Their calm and systematic approach to gathering data and public input made the citizens feel that their comments were understood and integrated.

The final product really did represent a cohesive community plan that everyone was able to call their own, especially since the cooperation was easy and the compromise painless.”

Duncan Wilson, Town Administrator
PO Box 219, Friday Harbor, WA 98250
360.378.2810, duncanw@fridayharbor.org

Time and materials schedule

Payment for professional services may be based on the following hourly rates of staff engaged on the project plus direct expenses, outside consultants, and rental of specialized equipment:

Hourly Rates:

- **Standard basic services** shall be at the rates shown which are based on a multiple of 2.5 times the employee's direct personnel expense.
- **Overtime**, where required and authorized by the Client, shall be at the standard rate for regular working hours and at the special rates for any extra hours authorized.
- **Special services** such as special consulting, consulting reports and/or court testimony shall be at a multiple of 3.0 times the employee's direct personnel expense on the project as defined here.

Direct Personnel Expense:

- **Direct Personnel Expense** - is defined as the gross hourly salaries of staff engaged on the project and the cost of mandatory and customary fringe benefits.
- **Gross hourly salary** - is defined as the employee's base yearly salary divided by 2,080 hours per year. Mandatory and customary fringe benefits are defined as statutory employee benefit, insurance, sick leave, holidays, vacations, and the like.

Direct Expenses:

- **Travel** - outside the Puget Sound Region (King, Pierce, and Snohomish Counties) at \$0.20 per mile plus any airline, rental cars, ferry, or parking charges.
- **Blueprints, photographs, photocopying and other printing or reproduction services** - provided outside the Beckwith Consulting Group's offices at cost of the service.
- **Board and lodging** - outside the Puget Sound Region (King, Pierce, and Snohomish Counties) at the cost of expense.
- **Postage, long distance telephone, telegram and other communications** - sent at cost of the service.

Hourly Rates for Standard Service:

Principal	\$175.00-225.00
Professional	\$150.00-185.00
Technical	\$125.00-150.00
Support	\$100.00
Clerical	\$75.00

Method of Compensation:

Invoices will be submitted once a month for services performed during the prior month. Invoices not paid within 30 days of issuance shall bear interest at the rate of 1.5% per month compounded monthly.

Delinquency:

The Client shall pay the Beckwith Consulting Group for all expenses incurred for collecting any delinquent amount including but not limited to liens, reasonable attorney's fees, witness fees, personnel expenses, document duplication, organization and storage costs, taxable court costs, travel, and subsistence in addition to the delinquent amount.



COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 7/7/2026

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Subject

Resolution No. 2026-92, Authorizing a Horn Rapids Solar Site Power and Purchase Agreement with Horn Rapids Solar, LLC

Department/Office

Energy Services

Ordinance/Resolution Number

2026-92

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2026-92, authorizing the City Manager to sign and execute a Power Purchase Agreement with Horn Rapids Solar, LLC for the purchase of energy, renewable energy credits, and associated environmental attributes from the Horn Rapids Solar facilities.

Summary

The City of Richland currently purchases energy from an existing 3.2 mega-Watt (MW) Horn Rapids Solar, Storage and Training (HRSST) facility under a 2019 Power Purchase Agreement (PPA) with Tucci Energy Services, Inc. Horn Rapids Solar, LLC intends to acquire the existing 3.2 MW facility and construct an additional 13 MW (AC) solar generation facility located on adjacent portions of the existing site.

On May 14, 2026, Council received an informational briefing regarding the proposed expansion of the Horn Rapids Solar project, which included next steps regarding transition of the site's leasehold interest from Tucci Energy Services, Inc. to the City of Richland, and anticipated future energy generation-related development on the site. Resolution No. 2026-92 authorizes one of the action items discussed during the workshop, which was a new power purchase agreement necessary for operation of the existing facility and construction of the proposed expansion.

The proposed PPA provides for the purchase of all energy produced by the combined solar facilities, including all associated renewable energy credits (REC), environmental attributes, and wholesale power supply capacity attributes. The project supports the City's Clean Energy Implementation Plan (CEIP) and assists in meeting renewable energy compliance requirements while adding a small locally generated resource to the City's power supply portfolio. Key provisions of the PPA include:

- Twenty-five-year agreement with term commencing upon commercial operation date.
- The existing 3.2 MW Horn Rapids 1 solar facility combined with approximately 13 MW of new solar generation.
- The expected commercial operation date is December 31, 2027, with a guaranteed commercial operation date of September 30, 2028.
- Contract pricing is based upon the existing Horn Rapids 1 contract price and a Horn Rapids 2 contract price of \$79.50 per MWh.
- Annual price escalation of one percent (1%) beginning with the first full contract year.
- Transfer of all renewable energy credits (REC) and environmental attributes to the City.
- Option to purchase the project assets after six years based upon fair market value.

Staff recommends adoption of Resolution No. 2026-92.

Fiscal Impact

A 13 MW (AC) solar resource is expected to generate 22,776MWh of energy at a cost of \$79.50/MWh for an annual budget impact of \$1.8M, which is partially offset from a corresponding 22,776MWh of reduced wholesale energy purchased from Bonneville Power Administration (BPA). While BPA's average energy cost is lower than

the PPA, the renewable energy purchase is part of WA's regulatory compliance requirements. Richland Energy Services' 2026 budget for wholesale power is \$50.6M. If approved, the estimated annual PPA energy and costs will be included in future budgets.

Attachments

1. Resolution No. 2026-92
2. Proposed Power Purchase Agreement - Horn Rapids Solar, LLC

RESOLUTION NO. 2026-92

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A HORN RAPIDS SOLAR SITE POWER AND
PURCHASE AGREEMENT WITH HORN RAPIDS SOLAR, LLC.**

WHEREAS, the City of Richland’s Energy Services Department (RES) operates and maintains an electric municipal with retail electrical services; and

WHEREAS, Washington State’s Energy Independence Act (EIA), codified in Ch. 19.285 RCW, requires electric utilities serving more than twenty-five thousand customers to obtain, as a first renewable energy target, renewable energy or renewable energy credits equal to at least three percent (3%) of load; and

WHEREAS, Richland Energy Services' 2025 Clean Energy Implementation Plan (CEIP) identifies that, beginning in 2026, RES must supply three percent (3%) of its load from renewable resources, a requirement that will be met through renewable energy provided by the Bonneville Power Administration (BPA) system together with renewable energy and renewable energy credits generated by the Horn Rapids Solar, Storage and Training (HRSST) site; and

WHEREAS, Washington State’s Clean Energy Transformation Act (CETA), codified in Ch. 19.405 RCW, requires electric utilities to achieve greenhouse gas (GHG) neutrality by 2030 for all retail electric sales from either 80% renewable or non-emitting resources and up to 20% carbon offsetting credits or low-income assistance; and

WHEREAS, through adoption of Resolution No. 110-18, Richland City Council authorized a Power Purchase Agreement with Potelco, Inc. for 3.2 megawatts (MW) of solar generation from a portion of the HRSST site (*see* Contract No. 203-18); and

WHEREAS, on November 22, 2019, Potelco, Inc.’s interest under Power Purchase Agreement was assigned to Tucci Energy Services (“Tucci”); and

WHEREAS, Horn Rapids Solar, LLC intends to acquire the 3.2 MW (AC) solar-powered electric generating facility and related assets, including the above-referenced Power Purchase Agreement with a current price of \$40.50 per MWh, from Tucci; and

WHEREAS, upon assignment from Tucci, Horn Rapids Solar, LLC desires to construct additional solar generation at the Horn Rapids Site with an expected total nameplate capacity rating of approximately 13 MW; and

WHEREAS, Horn Rapids Solar, LLC desires to sell and deliver to the City the solar energy generated from an expanded solar-powered electric generating facility as identified and described in the proposed Power Purchase Agreement between Horn Rapids Solar, LLC and the City of Richland; and

WHEREAS, upon the commercial operation date of the Horn Rapids Solar, LLC expansion, the 3.2 MW Power Purchase Agreement authorized by Resolution No. 110-18 (Contract No. 203-18) will be superseded as provided in the proposed Power Purchase Agreement with Horn Rapids Solar, LLC.

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 Power Purchase Agreement for the Horn Rapids Solar Site between Horn Rapids Solar, LLC and the City of Richland.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of July, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

POWER PURCHASE AGREEMENT

by and between

Horn Rapids Solar LLC (Seller)

and

City of Richland, Washington (Buyer)

dated as of

_____, 2026

TABLE OF CONTENTS

POWER PURCHASE AGREEMENT 6

ARTICLE I Definitions and Rules of Interpretation..... 6

 1.1 Rules of Construction. 6

 1.2 Definitions..... 7

ARTICLE II Term; Buyout Option; Conditions to Seller’s Obligations 16

 2.1 Term. 16

 2.2 Buyout Option..... 16

 2.3 Conditions to Seller’s Obligations. 17

 2.4 Conditions to Buyer’s Obligations..... 17

 2.5 Buyer Equipment Purchase Obligation Upon Termination 18

ARTICLE III Facility Description and Construction; Interconnection and Transmission 18

 3.1 Facility Description..... 18

 3.2 Permits. 18

 3.3 Interconnection and Transmission. 18

 3.4 Progress Reports; Buyer’s Rights During Construction 19

 19

 3.5 Adjustment to Expected Nameplate Capacity Prior to COD..... 19

ARTICLE IV Commercial Operation Date; Capacity; Delay Damages..... 20

 4.1 Commercial Operation Date. 20

 4.2 Commercial Operation Notice. 20

 4.3 Horn Rapids 2 Facility Capacity. 21

 4.4 Guaranteed COD Date and Delay Damages. 21

 4.5 COD Deadline and Termination Rights..... 21

ARTICLE V Delivery and Metering..... 22

 5.1 Delivery Arrangements. 22

 5.2 Curtailment. 22

 5.3 Electric Metering Devices..... 22

 5.4 Adjustment for Inaccurate Meters. 23

ARTICLE VI Sale and Purchase of Solar Energy; Contract Price; Environmental and Capacity Attributes.....	23
6.1 Sale and Purchase of Solar Energy.	23
6.2 Contract Price.....	24
6.3 Payment for Curtailed Energy.....	24
6.4 Test Energy.....	25
6.5 Environmental Attributes.....	25
6.6 Capacity Attributes.....	26
ARTICLE VII Billing and Payment	26
7.1 Billing Invoices.....	26
7.2 Metered Billing Data.....	26
7.3 Payments.....	26
ARTICLE VIII	27
Guaranteed Output; Operations and Maintenance	27
8.1 Guaranteed Output.	27
8.2 Facility Operation.	27
8.3 Outage and Performance Reporting.....	27
8.4 Operating Records and Reporting.....	28
8.5 Operating Committee and Operating Procedures.	28
8.6 Access to Facility.	28
8.7 Right of First Refusal on Additional Services or Products.	29
ARTICLE IX Security for Performance	29
9.1 Development Security.....	29
9.2 Operational Security.....	29
9.3 Interest.....	30
ARTICLE X Default and Remedies	31
10.1 Events of Default of Seller.....	31
10.2 Events of Default of Buyer.	31
10.3 Cure of the Event of Default.....	32
10.4 Remedies.....	32
10.5 Lender’s Right to Cure.....	32

ARTICLE XI Contract Administration and Notices	32
11.1 Notices in Writing	32
11.2 Representative for Notices.....	33
11.3 Billing and Payment Records.....	33
11.4 Audits.....	33
ARTICLE XII Force Majeure	34
12.1 Definition of Force Majeure.	34
12.2 Applicability of Force Majeure.....	34
12.3 Limitations on Effect of Force Majeure.....	35
ARTICLE XIII Representations and Warranties.....	35
13.1 Seller’s Representations and Warranties.	35
13.2 Buyer’s Representations and Warranties.	36
ARTICLE XIV Insurance	37
14.1 Evidence of Insurance.....	37
14.2 Term and Modification of Insurance.....	37
ARTICLE XV Indemnification; Limitation on Damages.....	37
15.1 Indemnification.	37
15.2 Claims.	38
15.3 Failure to Assume Defense.	38
15.4 Insurance Proceeds.....	38
15.5 Duty to Mitigate.....	38
15.6 Limitation of Remedies, Liability and Damages.	38
15.7 Limitation on Damages.....	39
ARTICLE XVI Change in Law	39
16.1 Change in Law.	39
16.2 Increase in Horn Rapids 2 Contract Price.....	40
16.3 Decrease in Horn Rapids 2 Contract Price.	40
ARTICLE XVII Assignment.....	40
17.1 Assignment With Consent.....	40
17.2 Accommodation of Lender.	41
ARTICLE XVIII Dispute Resolution	41

18.1	Negotiations.	41
18.2	Choice of Forum.	41
18.3	Settlement Discussions.	42
ARTICLE XIX Horn Rapids 1 Facility		42
19.1	Horn Rapids 1 PPA Delivery Obligations.	42
19.2	Horn Rapids 1 PPA Suspended	42
19.3	Operation As a Single Facility	42
ARTICLE XX		42
Miscellaneous		42
20.1	Waiver.	42
20.2	Taxes.	43
20.3	Not a Capital Lease.	43
20.4	No Third-Party Beneficiaries.	44
20.5	Relationship of the Parties.	44
20.6	Survival of Obligations.	44
20.7	Severability.	44
20.8	Complete Agreement: Amendments.	44
20.9	Binding Effect.	45
20.10	Headings.	45
20.11	Counterparts.	45
20.12	Governing Law.	45
20.13	Press Releases and Media Contact.	45
20.14	Confidentiality.	45
EXHIBITS		48
EXHIBIT A to Power Purchase Agreement		49
EXHIBIT B to Power Purchase Agreement		50
EXHIBIT C to Power Purchase Agreement		51
EXHIBIT D to Power Purchase Agreement		52
EXHIBIT E to Power Purchase Agreement		53

POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT (this “*PPA*”) is entered into by and between HORN RAPIDS SOLAR LLC (“*Seller*”), a Delaware limited liability company, and CITY OF RICHLAND, WASHINGTON (“*Buyer*”), a Washington municipal corporation. Seller and Buyer are hereinafter referred to individually as a “*Party*” and collectively as the “*Parties*.”

WHEREAS, Seller intends to acquire a 3.2 MW (AC) solar-powered electric generating facility and related assets (“*Horn Rapids 1 Facility*”), including a power purchase agreement with a current price of \$40.50 per MWh, from Tucci Energy Services (“Tucci”); and

WHEREAS, Seller intends to receive an assignment of all Tucci’s rights and obligations under the Power Purchase Agreement dated February 28, 2019 between Tucci and Buyer (the “*Horn Rapids 1 PPA*”); and

WHEREAS, the Horn Rapids 1 Facility is located on a site in Richland, Washington that is owned by Hands on Training Scenario Specific, LLC and leased to Tucci (the “*Leased Premises*”); and

WHEREAS, Buyer intends to: (i) receive an assignment of Tucci’s rights as lessee of the Leased Premises; and (ii) sublease to Seller a portion of the Leased Premises (the “*Sublease*”); and

WHEREAS Seller desires to construct an additional solar-powered electric generating facility with an expected total nameplate capacity rating of approximately thirteen (13) MW (AC), as further defined below (“*Horn Rapids 2 Facility*”) on the portion of the Leased Premises subleased from Buyer pursuant to the Sublease (the “*Site*”); and

WHEREAS Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, all the Solar Energy (as defined in Section 1.2 below) produced by the Facility.

NOW, THEREFORE, in consideration of the premises hereof, and the mutual representations, warranties, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I Definitions and Rules of Interpretation

1.1 Rules of Construction.

Except as otherwise provided in this PPA, the capitalized terms listed in this Article I will have the meanings set forth herein whenever the terms appear in this PPA. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation will apply:

(a) References to “Articles,” “Sections,” or “Exhibits” will be to articles, sections, or exhibits of this PPA.

(b) The Exhibits attached hereto are incorporated in and are intended to be a part of this PPA; *provided*, that in the event of a conflict between the terms of any Exhibit and the terms of this PPA, the terms of this PPA will take precedence.

(c) The Parties will act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this PPA.

(d) Use of the words “include” or “including” or similar words will be interpreted as “including but not limited to” or “including, without limitation.”

(e) Each of the recitals set forth above is incorporated into this PPA as if set forth in full below.

1.2 Definitions.

The following terms will have the meanings set forth herein:

“**AC**” means alternating electric current.

“**Affiliate**” means, with respect to any entity, each entity that directly or indirectly controls, is controlled by, or is under common control with, such designated entity, with “control” meaning the possession, directly or indirectly, of the power to direct management and policies, whether through the ownership of voting securities (if applicable) or by contract or otherwise.

“**Applicable Law**” means all applicable laws, statutes, treaties, codes, ordinances, regulations, certificates, orders, licenses and permits of any Governmental Authority, now in effect or hereafter enacted, amendments to any of the foregoing, interpretations of any of the foregoing by a Governmental Authority having jurisdiction, and all applicable judicial, administrative, arbitration and regulatory decrees, judgments, injunctions, writs, orders, awards or like actions (including those relating to human health, safety, the natural environment or otherwise).

“**Applicable Permits**” has the meaning set forth in Section 3.2.

“**Back-Up Metering**” has the meaning set forth in Section 5.3(b).

“**Bankruptcy Event**” means with respect to a Party, that either:

(a) such Party has: (i) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (ii) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (iii) made a general assignment for the benefit of its creditors; (iv) commenced a voluntary case under any bankruptcy law; (v) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or

readjustment of debts; (vi) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (vii) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(b) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking: (i) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts; or (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing will be entered and continue unstayed and in effect for a period of sixty (60) Days.

“*BPA*” means the Bonneville Power Administration.

“*Business Day*” means any Day that is not a Saturday, a Sunday, or a Day on which commercial banks in the State of Washington are authorized or required to be closed.

“*Buyer*” has the meaning set forth in the preamble.

“*Buyout Option*” has the meaning set forth in Section 2.2.

“*Buyout Option Deadline*” has the meaning set forth in Section 2.2.

“*Capacity Attributes*” means any current or future attribute, as may be currently defined or otherwise defined in the future, including but not limited to a characteristic, certificate, tag, credit, ancillary service or attribute thereof, or accounting construct, associated with the electric generation capability and capacity of the Facility or the Facility’s capability and ability to produce or curtail energy, including any attribute counted towards any current or future resource adequacy or reserve requirements.

“*Cash*” means, for purposes of Development Security or Operational Security, U.S. Dollars transferred to and held by Buyer, and in which Buyer has a first priority security interest.

“*Change in Law*” has the meaning set forth in Section 16.1.

“*COD Deadline*” is December 31, 2029, which date shall not be subject to adjustment except as may be mutually agreed in writing by the Parties.

“*Code*” means the U.S. Internal Revenue Code of 1986, including applicable rules and regulations promulgated thereunder, as amended from time to time.

“*Commercial Operation Date*” or “*COD*” has the meaning set forth in Section 4.1.

“*Commercial Operation Notice*” has the meaning set forth in Section 4.2.

“*Conditions*” has the meaning set forth in Section 4.1.

“*Conditions to Seller’s Obligations*” has the meaning set forth in Section 2.3.

“**Contract Interest Rate**” means, for any date, the greater of: (i) the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under “Money Rates” on such Day (or if not published on such Day on the most recent preceding Day on which published), plus two percent (2%); and (ii) four percent (4%), in either case, not to exceed the maximum rate permitted by Applicable Law.

“**Contract Price**” shall mean, as context requires, any or all of the Horn Rapids 1 Contract Price, the Horn Rapids 2 Contract Price, the Test Energy Contract Price, or the Facility Contract Price.

“**Contract Year**” means: (i) for the first Contract Year, the period beginning on the Commercial Operation Date and ending on December 31 of the calendar year in which the Commercial Operation Date occurs; (ii) each Year that begins on January 1 following the Commercial Operation Date until the calendar year in which the last Day of the Term occurs; and (iii) for the last Contract Year, the period beginning on January 1 of the calendar year in which the last Day of the Term occurs, and ending on the last Day of the Term.

“**Control**” means, with respect to any Person, the possession, directly or indirectly, of the power either to: (i) vote more than fifty percent (50%) of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such Person; or (ii) direct or cause the direction of management or policies of such Person, whether through the ownership of voting securities or interests, by contract or otherwise.

“**Costs**” means, with respect to the non-defaulting Party: (i) brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement entered into pursuant to this PPA or entering into new arrangements which replace this PPA; and (ii) all reasonable attorneys’ fees and similar expenses incurred by the non-defaulting Party in connection with the termination of this PPA, *provided*, that, for purposes of calculating the Termination Amount, in no event shall the non-defaulting Party’s Costs exceed Three Hundred Thousand Dollars (\$300,000).

“**Credit Rating**” means with respect to any entity the rating then assigned to such entity’s senior, unsecured long-term debt obligations (not supported by third party credit enhancements), or if such entity does not have a rating for its senior, unsecured long-term debt, then the rating assigned to such entity as an issuer rating, by Standard & Poor’s, Moody’s or any other rating agency agreed to in writing by the Parties.

“**Credit Support Amount**” means the amount of the Development Security or Operational Security then in effect.

“**Day**” means a calendar day.

“**Deemed Delivered Energy**” means the amount of Solar Energy, determined in accordance with Exhibit C, that would have been generated by the Facility and delivered to the

Delivery Point for Buyer's account during a given period but for: (i) a Force Majeure event affecting either Party; (ii) an outage of the Facility that is beyond Seller's reasonable control; (iii) a Buyer curtailment (including a Discretionary Curtailment); (iv) curtailment by the Transmission Provider, or (v) termination due to an Event of Default of Buyer pursuant to Section 10.2.

"Delay Damages" has the meaning set forth in Section 4.4.

"Delivery Point" means the electric system point at which Seller makes available to Buyer and delivers to Buyer the Solar Energy being provided by Seller to Buyer under this PPA. The Delivery Point shall be the low voltage side of the primary meter to be identified in the SGIA.

"Development Security" has the meaning set forth in Section 9.1.

"Discretionary Curtailments" has the meaning set forth in Section 6.2(a).

"Effective Date" means the date on which this PPA has been executed by both Parties.

"Electric Metering Device(s)" means all metering and data processing equipment used to measure, record, or transmit data relating to the Solar Energy output from the Facility.

"Electric System Authority" means each of NERC, the Transmission Provider, a regional or sub-regional reliability council or authority, and any other similar council, corporation, organization or body of recognized standing with respect to the operations of the electric system in the geographic area in which the Facility is located.

"Emergency" means an "emergency" or "emergency condition" as defined under the Interconnection Agreement, or declared by any Electric System Authority, that results in loss of Solar Energy deliveries from the Facility.

"Environmental Attributes" means any and all renewable resource attributes, credits, certificates, benefits, emissions reductions, offsets, and allowances, howsoever entitled, directly attributable to the capacity and/or electric energy generated from the Facility, including any and all environmental air quality credits, renewable energy certificates, emissions reductions, offsets, allowances, or other benefits as are currently existing or may be recognized under any existing or future statutory or regulatory scheme (federal, state, or local).

"Event of Default" means an event of default of Seller described in Section 10.1 or an event of default of Buyer described in Section 10.2, which in each case has not been cured within the applicable cure period, if any, as provided by the terms of such Sections.

"Excused Delay" means a delay in achieving COD that results from one of the following: (i) the occurrence of a Force Majeure event; (ii) a breach by Buyer of any of its obligations under this PPA; (iii) the occurrence of an Emergency; (iv) a delay in interconnection caused by Buyer or Interconnection Provider, including those delays by Buyer or Interconnection Provider, as

applicable, related to the review and approval of Seller's interconnection application, the performance of interconnection studies, the execution of the Interconnection Agreement, and the construction and completion of interconnection facilities; (v) delay in the issuance of any Applicable Permits, or (vi) delay in Buyer's receipt of an assignment of Tucci's rights to the Leased Premises or delay in Buyer and Seller entering into the Sublease (both with appropriate conditions precedent) more than thirty (30) days following the Effective Date, provided that such delay is not due to the actions or inactions of Seller.

“Expected COD” means December 31, 2027.

“Expected Nameplate Capacity” means, with respect to the Horn Rapids 2 Facility, thirteen megawatts (13MW) AC and seventeen megawatts (17 MW) DC, as such amounts may be adjusted pursuant to Section 3.5 and Section 4.3(c).

“Expected Solar Energy Production” means, with respect to each Contract Year, the estimated output with respect to such Contract Year set forth in Exhibit B, as may be adjusted pursuant to Section 3.5 and Section 4.3(c).

“Facility” means, prior to the Commercial Operation Date, only the Horn Rapids 2 Facility. From and after the Commercial Operation Date, “Facility” means the combined facility comprising both the Horn Rapids 1 Facility and the Horn Rapids 2 Facility.

“Facility Contract Price” means the weighted average of the Horn Rapids 1 Contract Price and the Horn Rapids 2 Contract Price as set forth in Section 6.2.

“Fair Market Value” shall have the meaning set forth in Section 2.2.

“Final Nameplate Capacity” shall be the adjusted, actual Nameplate Capacity of the Horn Rapids 2 Facility as determined by pursuant to Section 4.3(b).

“Force Majeure” has the meaning set forth in Section 12.1.

“Forced Outage” means any condition at the Facility that requires immediate removal of at least twenty five percent (25%) of the Nameplate Capacity from service, including outages due to equipment failure.

“Full Contract Year” means a Contract Year that comprises 365 days or 366 days in a leap year.

“Gains” means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the early termination of this PPA for the remainder of the Term that would have occurred but for the occurrence of the Event of Default and early termination, determined in a commercially reasonable manner.

“Good Utility Practice(s)” means the practices, methods, and acts (including the practices, methods, and acts engaged in or approved by a significant portion of the solar electric

power generation industry) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with Applicable Law, applicable NERC requirements, regulation, permits, codes, standards, equipment manufacturer's recommendations, reliability, safety, environmental protection, economy, and expedition. Good Utility Practice is not any single practice or procedure, but rather any practice or procedure consistent with this definition.

“Governmental Authority” means any federal, state, local or municipal governmental body; any governmental, quasi-governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or governmental tribunal.

“Guarantee Period” has the meaning set forth in Section 8.1(a).

“Guaranteed Output” has the meaning set forth in Section 8.1(a).

“Guaranteed COD Date” means September 30, 2028 which date shall be subject to adjustment on a day-for-day basis for each Day of delay in achieving COD caused by an Excused Delay.

“Horn Rapids 1 Contract Price” has the meaning set forth in Section 6.2.

“Horn Rapids 1 Facility” has the meaning set forth in the Recitals.

“Horn Rapids 1 PPA” has the meaning set forth in the Recitals.

“Horn Rapids 1 Projected Annual Output” shall mean four thousand six hundred and thirty-nine megawatt hours (4,639 MWh).

“Horn Rapids 1 Weighting” has the meaning set forth in Section 6.2.

“Horn Rapids 2 Contract Price” has the meaning set forth in Section 6.2.

“Horn Rapids 2 Facility” means Seller's solar electric generating facility and Seller's interconnection facilities, as identified and described in Article III and Exhibit A.

“Horn Rapids 2 Projected Annual Output” shall mean eighty-three and sixty-three hundredths percent (83.63%) of the total number of megawatt hours (MWh) of Expected Solar Energy Production for Full Contract Year 1 as provided in Exhibit B, as may be adjusted pursuant to the terms of this PPA.

“Horn Rapids 2 Weighting” has the meaning set forth in Section 6.2.

“Indemnified Party” has the meaning set forth in Section 15.1.

“Indemnifying Party” has the meaning set forth in Section 15.1.

“**Interconnection Agreement**” means the agreement between Seller and the Interconnection Provider for interconnection of the Facility to the Interconnection Provider’s system, as such agreement may be amended from time to time.

“**Interconnection Provider**” means BPA or its successor.

“**Invoice**” shall have the meaning set forth in Section 7.1.

“**Leased Premises**” has the meaning set forth in the Recitals.

“**Lender**” means any Person providing senior or subordinated construction or construction, interim or long-term debt or equity financing or refinancing for or in connection with the construction, purchase, installation, or operation of the Facility, whether that financing or refinancing takes the form of private debt, public debt or any other form (including debt financing or refinancing provided to a member or other direct or indirect owner of Seller), including any tax equity investor or tax credit transferee directly or indirectly providing financing or refinancing for the Facility or purchasing equity ownership interests of Seller and/or its Affiliates, or Tax Benefits, and any trustee or agent acting on their behalf, and any Person providing interest rate protection agreements to hedge any of the foregoing obligations.

“**Lender Consent**” has the meaning set forth in Section 17.2.

“**Letter of Credit**” means an irrevocable, non-transferable, unconditional, standby letter of credit issued by a Qualified Institution, in a form that is reasonably acceptable to Buyer, as a secured party, and payable upon presentment by Buyer at a branch or office of the issuer located in the continental United States.

“**Losses**” means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from the termination of this PPA for the remainder of the Term that would have occurred but for the occurrence of the Event of Default and early termination of this PPA, determined in a commercially reasonable manner.

“**Moody’s**” means Moody’s Investors Services, Inc., or any successor thereto.

“**MW**” means megawatt(s).

“**MWh**” means megawatt-hour(s).

“**Nameplate Capacity**” means, with respect to the Horn Rapids 2 Facility, the aggregate maximum rated alternating current (AC) output capacity, expressed in MW, of the Horn Rapids 2 Facility on and after COD, as designated by the manufacturer(s) of the Horn Rapids 2 Facility’s generating equipment, as reflected on the nameplate ratings of such equipment, and as installed at the Site.

“**NERC**” means North American Electric Reliability Corporation.

“**Operating Committee**” means one representative each from Buyer and Seller pursuant to Section 8.5.

“**Operating Procedures**” means those procedures developed pursuant to Section 8.5, if any.

“**Operating Records**” means all agreements associated with the Facility, operating logs, blueprints for construction, operating manuals, all warranties on equipment, and all documents, whether in printed or electronic format, that Seller uses or maintains for the operation of the Facility.

“**Operational Security**” has the meaning set forth in Section 9.2.

“**Parent Guaranty**” shall mean an irrevocable guaranty, in form and substance reasonably acceptable to Buyer, executed by a Qualified Guarantor that Controls the Seller, pursuant to which such Qualified Guarantor unconditionally guarantees the due and punctual payment and performance of all obligations of the Seller under this PPA, and which guaranty shall remain in full force and effect in accordance with its terms.

“**Party**” and “**Parties**” have the respective meanings set forth in the preamble.

“**Person**” means an individual, corporation, partnership, limited liability company, association, trust, joint venture, unincorporated association, electric cooperative, municipal corporation, municipally owned utility, municipality or other governmental entity, and any other form of business or legal entity.

“**PPA**” has the meaning set forth in the preamble.

“**Proprietary Information**” has the meaning set forth in Section 20.14.

“**Qualified Guarantor**” means an entity having an issuer Credit Rating of: (i) “A-” or higher as determined by Standard & Poor’s; and (ii) “A3” or higher as determined by Moody’s, or a Person otherwise approved by Buyer, in its sole discretion.

“**Qualified Issuer**” means any commercial bank or trust company organized under the laws of the United States (or any state thereof): (i) with a Credit Rating of at least A- by S&P or A3 by Moody’s; and (ii) having assets of at least ten billion dollars (\$10,000,000,000).

“**Renewable Energy Credit or REC**” means a tradable certificate of proof of one megawatt-hour of an eligible renewable resource. The certificate includes all of the Environmental Attributes associated with that one megawatt-hour of electricity, and the certificate is verified by a renewable energy credit tracking system selected by the Washington Department of Commerce or other Governmental Authority having jurisdiction over the matter.

“**Replacement Price**” shall mean the sum of (i) BPA’s rates *as reflected in BPA’s then-current Power Rate Schedules and General Rate Schedule Provisions (or successor publication)* that are paid by Buyer during the Guaranty Period for products (excluding Renewable Energy Certificates) to replace the Shortfall MWh (“Replacement Products”), and (ii) twenty-five

percent (25%) of the then current Facility Contract Price for each Renewable Energy Credit that Buyer is required to purchase as a result of Buyer's purchase of Replacement Products.

“**Seller**” has the meaning set forth in the preamble.

“**SGIA**” shall have the meaning set forth in Section 3.3(b).

“**Shortfall MWh**” means the quantity of Solar Energy in MWh, for any Guarantee Period, equal to the Guaranteed Output less the Solar Energy and Deemed Delivered Energy during the same Guarantee Period.

“**Site**” has the meaning as provided in the Recitals and further means the parcel of real property on which the Facility is located, including any easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation and maintenance of the Facility. The Site is more specifically described in Exhibit A.

“**Solar Energy**” means all electric energy generated from the Facility using solar electric generation technologies, net of losses and station use, delivered to the Delivery Point as measured by the Electric Metering Devices installed pursuant to Section 5.3, including any and all associated Environmental Attributes and Capacity Attributes.

“**Standard & Poor’s**” means Standard & Poor’s Global Ratings, or any successor thereto.

“**Sublease**” has the meaning set forth in the Recitals.

“**Tax Benefits**” mean any and all: (i) investment tax credits, production tax credits, depreciation deduction or other credits under federal, state, or local law providing a tax benefit to Seller, its financing party or transferee based on ownership or energy production from the Facility; (ii) accelerated depreciation benefits related to the Facility’s status as a generator of renewable energy; and (iii) any state, federal, local, or private grants or other incentives based on ownership of, or energy production from, any portion of the Facility.

“**Tax Investor**” means, collectively, any Persons who acquire a direct or indirect interest in Seller or the Facility as a part of a transaction to ensure that the Facility is owned at least in part by a Person able to use Tax Benefits associated with holding an ownership interest in the Facility (including any subsequent transferees of such Persons) or any Person being transferred Tax Benefits.

“**Term**” has the meaning set forth in Section 2.1.

“**Termination Amount**” shall mean: (i) the sum of the non-defaulting Party’s Losses and Costs less (B) the non-defaulting Party’s Gains; *provided*, that if such difference is negative, such amount shall be deemed zero dollars (\$0) for purposes of this calculation; plus (ii) the amount due and owing to the non-defaulting Party under this PPA prior to the Event of Default, if any, less the amount due and owing to the defaulting Party under this PPA prior to the Event of Default, if any.

“**Test Energy**” means all Solar Energy delivered from the Horn Rapids 2 Facility prior to the Commercial Operation Date during commissioning, testing, start-up, and performance verification of the Horn Rapids 2 Facility.

“**Transmission Provider**” means BPA or any entity that is or becomes responsible as system operator for, or directs the operation of, the transmission system or provides transmission service for delivery of Solar Energy from and beyond the Delivery Point.

“**Tucci**” has the meaning set forth in the Recitals.

“**Year**” means a 366 Day period with respect to any period that includes February 29 and a 365-Day period in all other cases.

ARTICLE II

Term; Buyout Option; Conditions to Seller’s Obligations

2.1 Term.

This PPA is entered into as of the Effective Date and will remain in full force and effect for twenty-five (25) Years beginning the first Day of the calendar month after COD, subject to early termination as set forth herein (the “*Term*”).

2.2 Buyout Option.

(a) Buyer shall have the option (the “**Buyout Option**”) to purchase and acquire all of Seller’s assets under the provisions of this Section 2.2. Such assets shall include the Facility, this PPA, the Sublease, any interconnection applications or permits, construction permits, engineering design materials, supplier or service provider contracts, and any warranty rights that Seller may have (“**Facility Assets**”). If Buyer exercises its Buyout Option, then the Facility Assets shall be transferred on an AS-IS/WHERE-IS basis.

(b) Buyer shall exercise the Buyout Option by delivering written notice to Seller of its exercise of the Buyout Option no later than three hundred sixty (360) Days before the 6th anniversary of the first Day of the Term (the “**Buyout Option Deadline**”). Buyer’s right to exercise the Buyout Option will automatically expire if Buyer fails to deliver written notice of exercise to Seller prior to the Buyout Option Deadline.

(c) The closing date for the buyout shall be no earlier than the 6th anniversary of the first Day of the Term (the “**Closing Date**”). The purchase price for Facility Assets shall be equal to the Fair Market Value of such Facility Assets as of the Closing Date. If the Parties cannot agree on the Fair Market Value for the Facility Assets prior to the date that is sixty (60) Days before the Closing Date, then such value shall be determined by a third-party appraiser selected by mutual agreement of the Parties. “**Fair Market Value**” shall be the value that would be negotiated in an arm’s length, free market transaction, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction. In determining Fair Market Value, the Parties or the appraiser shall: (a) value the Facility Assets on an installed, in-place, and operating basis, and not as if they were to be removed or relocated; (b) assume the continued availability of the Site access rights and interconnection arrangements in effect as of the valuation date; and (c) take into account the Facility Assets’ age, condition, projected remaining useful life, expected energy production, operating and maintenance costs, and the economic benefits reasonably expected to be derived from operation of the Facility Assets at the Site.

2.3 Conditions to Seller’s Obligations.

It is a condition to the Seller’s obligations under this PPA that all of the following events occur: (i) Closing of Seller’s acquisition of the Horn Rapids 1 Facility from Tucci; (ii) Seller’s receipt of an assignment from Tucci of all Tucci’s rights and obligations under the Horn Rapids 1 PPA; (iii) Buyer’s receipt of an assignment of Tucci’s rights to the Leased Premises; and (iv) Buyer and Seller have entered into the Sublease (collectively “**Conditions to Seller’s Obligations**”). Notwithstanding any other terms of this Agreement, if each of the Conditions to Seller’s Obligations has not been satisfied by January 1, 2027, then Seller may, upon (ten) 10 Days’ advance written notice, terminate this PPA without any further obligations hereunder. Such termination right shall expire, however, if the Conditions to Seller’s Obligations are all satisfied before a written termination notice has been delivered or, if a written notice of termination has been delivered, before the end of the ten (10) Day notice period. Seller shall exert commercially reasonable efforts to satisfy the Conditions to Seller’s Obligations as soon as reasonably possible.

2.4 Conditions to Buyer’s Obligations

It is a condition to the Buyer’s obligations under this PPA that each of the following events occur: (i) Buyer’s receipt of an assignment of Tucci’s rights to the Leased Premises; and (ii) Buyer and Seller have entered into the Sublease (collectively “**Conditions to Buyer’s Obligations**”). Notwithstanding any other terms of this Agreement, if each of the Conditions to Buyer’s Obligations has not been satisfied by January 1, 2027, then Buyer may, upon (ten) 10 Days’ advance written notice, terminate this PPA without any further obligations hereunder. Such termination right shall expire, however, if the Conditions to Buyer’s Obligations are all satisfied before a written termination notice has been delivered or, if a written notice of termination has been delivered, before the end of the ten (10) Day notice period. Buyer shall exert commercially reasonable efforts to satisfy the Conditions to Buyer’s Obligations as soon as reasonably possible.

2.5 Buyer Equipment Purchase Obligation Upon Termination

If this PPA is terminated by Seller pursuant to Section 2.3, or by Buyer pursuant to 2.4, then Seller shall have the option to require Buyer to purchase from it any equipment that Seller has procured, or ordered the fabrication or customization of, to be incorporated into the Horn Rapids 2 Facility. To be eligible for sale pursuant to this Section 2.5, such equipment must be new and unused. Seller may exercise this option by giving to Buyer written notice hereof within ten (10) Days after Seller gives notice of termination pursuant to Section 2.3 or Buyer gives notice of termination pursuant to Section 2.4, as applicable. The purchase price for such equipment shall be the lesser of: (i) Seller's actual cost; or (ii) the fair market value of the equipment. Notwithstanding the foregoing, the fair market value of the equipment shall not exceed two hundred thousand dollars (\$200,000), not including any applicable taxes. The Parties shall confer in good faith to mutually agree on the purchase price, based on the foregoing terms, within thirty (30) Days following Buyer's receipt of written notice under this Section 2.5. Thereafter, Buyer shall have an additional thirty (30) Days in which to pay to Seller the purchase price. Upon receipt of payment hereunder, Seller shall provide Buyer with a bill of sale evidencing the transfer of ownership of such equipment, and Seller shall assign to Buyer all manufacturer's warranties that Seller has related to the equipment. Except as expressly set forth herein, Seller makes no other representations or warranties, express or implied, with respect to such equipment. Buyer shall take title to the equipment where the equipment is located at the time of closing, and shall be responsible for any transportation of the equipment thereafter.

ARTICLE III

Facility Description and Construction; Interconnection and Transmission

3.1 Facility Description.

Seller will own, operate, and maintain the Facility, which will consist of solar panels, inverters and associated equipment. Exhibit A provides a description of the Horn Rapids 1 Facility and the Horn Rapids 2 Facility, including identification of the major equipment and components that will make up each Facility. The Facility will be located on the Site described in Exhibit A.

3.2 Permits.

Seller will exert commercially reasonable efforts to obtain all applicable environmental and other permits, licenses and approvals from any Governmental Authority required under applicable law to meet all of Seller's obligations contemplated herein, including the sale of Solar Energy as contemplated herein and the construction, ownership, operation and maintenance of the Horn Rapids 2 Facility ("***Applicable Permits***"). Buyer shall reasonably cooperate with Seller, and shall provide such information, documentation, consents, and other assistance, as may be reasonably requested by Seller, in each case to the extent within Buyer's control and as necessary for Seller to obtain and maintain the Applicable Permits.

3.3 Interconnection and Transmission.

(a) If required, Seller will cooperate with Buyer and BPA in effectuating transmission of Solar Energy using Buyer's transmission rights.

(b) Seller shall pay BPA interconnection charges under the Small Generator Interconnect Agreement with BPA for the Horn Rapids 2 Facility (the “*SGIA*”). If such BPA interconnection charges exceed five hundred thousand dollars (\$500,000), then the Horn Rapids 2 Contract Price shall be increased to compensate Seller for the additional costs incurred. Such Horn Rapids 2 Contract Price increase shall be equal to three dollars per megawatt hour (\$3.00/MWh) AC for each one million dollars (\$1,000,000) (or portion thereof on a pro rata basis) of BPA interconnection charges in excess of five hundred thousand dollars (\$500,000). This increase shall be subject to a cap of six dollars per megawatt hour (\$6.00/MWh) AC. If the interconnection cost increase cap has been reached, then Buyer shall have no obligation hereunder to pay for any further interconnection costs through a Contract Price increase or otherwise. In such case, Seller may elect to terminate this PPA within thirty (30) Days after the interconnection cost increase cap has been reached.

(c) Buyer is responsible for all BPA transmission charges associated with Buyer’s Network Integration Transmission Service Agreement. Buyer is responsible for BPA firming and shaping charges assessed by BPA under the Regional Dialogue Contract and successor Provider of Choice contracts. Buyer shall reimburse Seller for the actual cost of Transmission, Ancillary, and Control Area Services charged by BPA as those terms are defined in the Balancing Authority Area Services Agreement between Seller and BPA. Seller shall provide to Buyer copies of BPA invoices evidencing Transmission, Ancillary, and Control Area Services charges to be reimbursed by Buyer. Notwithstanding the foregoing, Seller shall be responsible for, and shall reimburse Buyer for, any fees, penalties, or charges imposed for failing to comply with any generator curtailment or other generator operating instructions from the Transmission Provider, whether imposed directly on Seller or on Buyer, as long as Buyer gives Seller prompt notice of any such generator curtailment or operating instructions that are given to Buyer. Parties agree that Seller’s compliance with generator curtailment instructions may be limited to a complete but temporary shutdown of the Facility.

3.4 Progress Reports; Buyer’s Rights During Construction.

Starting on the Effective Date and continuing until the Commercial Operation Date, Seller and Buyer shall participate in monthly electronic meetings or telephone calls in which Seller shall advise Buyer of: (i) Seller’s progress in satisfying the Conditions; (ii) the status of overall construction of the Facility; and (iii) any significant developments or delays and, in the case of such delays, an action plan for making up for such delays in the schedule. Upon reasonable prior notice, during normal working hours, and subject to the safety, environmental protection and security requirements of Seller and Applicable Law relating to workplace health and safety, Seller shall provide Buyer and its authorized agents, employees and inspectors with reasonable access to the Facility for the purpose of monitoring the construction of the Facility.

3.5 Adjustment to Expected Nameplate Capacity Prior to COD.

Seller may adjust the Expected Nameplate Capacity one time within one hundred and eighty (180) days after the satisfaction of all Conditions to Seller’s Obligations, as set forth in this Section 3.5. Seller, in collaboration with the independent engineer, will prepare a final design of the Horn Rapids 2 Facility that will take into account any circumstances that may restrict the capacity of the Horn Rapids 2 Facility including, but not limited to, a final grading plan, any

restrictions arising from Applicable Permits, title restrictions, any other site restrictions, and restrictions associated with the Interconnection Agreement. Upon adjustment to the Expected Nameplate Capacity, Seller shall also adjust the Expected Solar Energy Production amounts shown on Exhibit B to reflect the P50 (expected annual generation) of the final design using PVsyst Photovoltaic Software forecasting tool. Seller shall complete and deliver to Buyer such adjusted Expected Nameplate Capacity and revised Exhibit B in writing. Notwithstanding the foregoing, the combined capacity of the Horn Rapids 1 Facility and the Expected Nameplate Capacity of the Horn Rapids 2 Facility shall not exceed sixteen and forty-five hundredth megawatts AC (16.45 MW AC). If the adjusted Expected Nameplate Capacity is less than 10 MW (AC), then Buyer may terminate this PPA by giving Seller written notice of termination within ten (10) days of Seller's delivery of the adjusted Expected Nameplate Capacity. Upon Buyer's termination of the PPA pursuant to this Section 3.5, neither Party will have any further obligation to the other Party.

ARTICLE IV

Commercial Operation Date; Capacity; Delay Damages

4.1 Commercial Operation Date.

The Commercial Operation Date (“**COD**”) for the Horn Rapids 2 Facility means the date on which all of the following conditions (the “**Conditions**”) have been satisfied with respect to the Horn Rapids 2 Facility: (i) the Horn Rapids 2 Facility has been constructed, installed, tested, and commissioned in accordance with Good Utility Practices and has a Nameplate Capacity of at least ninety-five percent (95%) of the Expected Nameplate Capacity (AC); (ii) the Horn Rapids 2 Facility has been interconnected with the electric grid and is authorized by BPA to operate in parallel with the grid and to deliver energy; (iii) all Applicable Permits have been obtained and are in full force and effect; and (iv) Seller has delivered to Buyer the Commercial Operation Notice. Seller agrees to use diligent efforts to achieve COD on or before the Expected COD; provided, however, COD will not occur earlier than sixty (60) Days prior to Expected COD without the prior written approval of Buyer which shall not be unreasonably withheld.

4.2 Commercial Operation Notice.

On the date upon which all the Conditions (except for the delivery of the Commercial Operation Notice) have been satisfied, Seller will provide written notice to Buyer declaring the Commercial Operation Date (the “**Commercial Operation Notice**”). The Commercial Operation Notice shall include evidence reasonably acceptable to Buyer of the satisfaction or occurrence of all the Conditions, and a certificate from an independent professional engineer stating the Horn Rapids 2 Facility has a Nameplate Capacity of at least ninety-five percent (95%) of the Expected Nameplate Capacity (AC) and that the Horn Rapids 2 Facility is capable of safe and continuous operations. A Commercial Operation Notice by Seller will be deemed accepted by Buyer unless rejected by Buyer within five (5) Business Days after receipt of such notification. Buyer shall only reject the Commercial Operation Notice in the limited instance where Buyer reasonably believes that the Conditions have not been satisfied.

4.3 Horn Rapids 2 Facility Capacity.

(a) If COD is achieved with Nameplate Capacity that is less than one hundred percent (100%) of the Expected Nameplate Capacity (AC), as adjusted pursuant to Section 3.5, then Seller will use commercially reasonable efforts to install the remaining capacity by the COD Deadline.

(b) No later than COD, or if COD is achieved with Nameplate Capacity that is less than one hundred percent of the adjusted Expected Nameplate Capacity, then, no later than the COD Deadline, Seller, in collaboration with the independent engineer, shall determine the Final Nameplate Capacity of the Horn Rapids 2 Facility and give written notice of such determination to Buyer. The Final Nameplate Capacity shall address any output limitations in place under the SGIA at the time COD is reached. Buyer shall have the right to challenge or raise any questions about Seller's determination of the Final Nameplate Capacity within ten (10) Days of Buyer's receipt of the notice, and the Parties promptly shall work together to resolve any such challenges or questions.

(c) If the Final Nameplate Capacity determined pursuant to Section 4.3(b) is less than one hundred percent (100%) of the adjusted Expected Nameplate Capacity, then the Parties shall further adjust the Expected Solar Energy Production amounts shown on Exhibit B consistent with the Final Nameplate Capacity.

4.4 Guaranteed COD Date and Delay Damages.

If the Horn Rapids 2 Facility does not reach COD by the Guaranteed COD Date, then Seller shall pay to Buyer liquidated damages in the amount of one hundred dollars (\$100) per MW AC of Expected Nameplate Capacity per Day ("**Delay Damages**") until the Horn Rapids 2 Facility achieves COD; provided, however, that in no event shall the Delay Damages, together with any liquidated damages paid pursuant to Section 4.5, exceed the amount of the Development Security. If the Delay Damages have exceeded the amount of the Development Security, and the Facility has not reached COD, then either Party may terminate this PPA by delivering written notice to the other Party. In the event of such termination, neither Party will be liable for any additional damages to the other Party for such termination.

4.5 COD Deadline and Termination Rights.

If the Horn Rapids 2 Facility fails to achieve COD by the COD Deadline, then Buyer may terminate this PPA by giving written notice to Seller. If Buyer elects to terminate this PPA pursuant to this Section 4.5, then Seller will pay Buyer liquidated damages in an amount equal to one hundred and fifty thousand dollars (\$150,000) per MW(AC) of the Expected Nameplate Capacity reduced by any Delay Damages paid by Seller. In no event shall the liquidated damages provided for in this Section 4.5, together with Delay Damages paid by Seller, exceed the amount of the Development Security.

ARTICLE V Delivery and Metering

5.1 Delivery Arrangements.

(a) Seller will be responsible for all actions required to deliver the Solar Energy from the Facility to Buyer at the Delivery Point. Seller will be deemed to be in control of the Solar Energy output from the Facility up to and until delivery and receipt at the Delivery Point, and Buyer will be deemed to be in control of such energy from and after delivery and receipt at the Delivery Point. Title and risk of loss related to the Solar Energy will transfer from Seller to Buyer at the Delivery Point.

(b) Buyer will be responsible for receiving Solar Energy at the Delivery Point and for all electric losses, transmission and ancillary service arrangements and costs from the Delivery Point to points beyond the Delivery Point. Buyer will arrange and be responsible for transmission service at and from the Delivery Point.

(c) Prior to COD, Seller will cooperate with Buyer in Buyer's efforts to obtain a Qualifying Capacity Contribution designation for the Horn Rapids 1 Facility and the Horn Rapids 2 Facility from the Western Power Pool, or an alternative capacity qualification from a successor reliability entity or market operator. Seller makes no representations or warranties in respect of, and provides no guarantee with respect to, the qualification of the Facility or its capacity to meet any applicable reliability requirements. Seller represents and warrants that it has not and will not sell or transfer any Facility capacity attributes to any Person other than Buyer, and that it will not claim such capacity attributes for its own account.

5.2 Curtailement.

Subject to Section 6.3, Buyer will have the right to notify and direct Seller, by telephonic communication or as otherwise mutually agreed by Parties, to curtail, or to shut down if the design so requires, delivery of Solar Energy to the Delivery Point, and Seller will promptly comply with such notification. Buyer may provide such notification for any reason and in its sole discretion.

5.3 Electric Metering Devices.

(a) The Parties understand and agree that the Electric Metering Devices will be installed at the Delivery Point, and will be owned, operated, maintained, inspected, and read by Interconnection Provider. The Parties will reasonably cooperate with Interconnection Provider to ensure all Electric Metering Devices are inspected and tested upon installation and regularly thereafter consistent with Good Utility Practices. Buyer may request, through written communication with Seller, that Interconnection Provider perform additional inspections or tests of any Electric Metering Device. Seller will: (i) in a timely manner, provide such request to Interconnection Provider; and (ii) work in a commercially reasonable manner to permit a qualified representative of Seller to inspect or witness such testing of any Electric Metering Device. The actual expense of any such requested additional inspection or testing will be borne by Buyer, unless upon such inspection or testing an Electric Metering Device is found to register inaccurately by more than the allowable limits established in this Article V, in which case the

expense of the requested additional inspection or testing will be borne by Seller. If requested by Buyer in writing, Seller will provide copies of any inspection or testing reports to Buyer.

(b) Seller may install and maintain, at its own expense, backup metering devices (“**Back-Up Metering**”) in addition to those installed and maintained by Interconnection Provider. Seller’s Back-Up Metering shall be installed in accordance with the same specifications as the Electric Metering Devices. Seller, at its own expense, will inspect and test Seller’s Back-Up Metering in accordance with Good Utility Practices. Seller will permit a representative of Buyer to witness and verify such inspections and tests, provided, however, that Buyer will not interfere with or disrupt the activities of Seller and will comply with all of Seller’s safety standards.

5.4 Adjustment for Inaccurate Meters.

If an Electric Metering Device fails to register, or if the measurement made by an Electric Metering Device is found upon testing to be inaccurate by more than one percent (1%), an adjustment will be made correcting all measurements by the inaccurate or defective Electric Metering Device, both the amount of the inaccuracy and the period of the inaccuracy, in the following manner:

(a) In the event that the Electric Metering Device is found to be defective or inaccurate, then the Parties will use Seller’s Back-Up Metering (if any) to determine the amount of such inaccuracy; provided, however, that Seller’s Back-Up Metering has been tested and maintained in accordance with the provisions of this Article V.

(b) In the event that the Parties cannot agree on the actual period during which the inaccurate measurements were made, then the period during which the measurements are to be adjusted will be the shorter of: (i) the last one-half of the period from the last previous test of the Electric Metering Device to the test that found the Electric Metering Device to be defective or inaccurate; or (ii) the one hundred eighty (180) Days immediately preceding the test that found the Electric Metering Device to be defective or inaccurate.

(c) To the extent that the adjustment period covers a period of deliveries for which payment has already been made by Buyer, Seller will use the corrected measurements as determined in accordance with this Article V to recompute the amount due for the period of the inaccuracy and will subtract the previous payments by Buyer for this period from such re-computed amount. If the difference is a positive number, then the difference will be paid by Buyer to Seller; if the difference is a negative number, then the difference will be paid by Seller to Buyer.

ARTICLE VI

Sale and Purchase of Solar Energy; Contract Price; Environmental and Capacity Attributes

6.1 Sale and Purchase of Solar Energy.

Commencing on COD and continuing through the expiration of the Term, Seller shall sell and deliver to Buyer at the Delivery Point, and Buyer shall purchase and accept from Seller at the Delivery Point, all Solar Energy produced by the Facility, which shall include the combined

Solar Energy of the Horn Rapids 1 Facility and the Horn Rapids 2 Facility, at the Facility Contract Price.

6.2 Contract Price.

(a) The Pre-COD Horn Rapids 2 Contract Price shall be forty dollars per megawatt hour AC (\$40.00 MWh) for all Test Energy delivered to Buyer at the Delivery Point.

(b) Commencing on COD, and continuing through the expiration of the Term, the Facility Contract Price shall be the weighted average of the Horn Rapids 1 Contract Price and the Horn Rapids 2 Contract Price, calculated as set forth in subsection (c).

(c) During the first Contract Year, the Facility Contract Price shall equal the sum of: (x) the Horn Rapids 1 Contract Price multiplied by the Horn Rapids 1 Weighting; plus (y) the Horn Rapids 2 Contract Price multiplied by the Horn Rapids 2 Weighting.

(i) Horn Rapids 1 Contract Price: the per megawatt hour energy price under the Horn Rapids 1 PPA at the time of COD.

(ii) Horn Rapids 1 Weighting: The Horn Rapids 1 Projected Annual Output divided by the Expected Solar Energy Production for Full Contract Year 1.

(iii) Horn Rapids 2 Contract Price: Seventy-nine dollars and fifty cents per megawatt hour (\$79.50/MWh), as adjusted per Section 3.3(b).

(iv) Horn Rapids 2 Weighting: The Horn Rapids 2 Projected Annual Output divided by the Expected Solar Energy Production for Full Contract Year 1.

(d) The Facility Contract Price will be escalated by one percent (1%) on January 1st each Contract Year beginning the first Full Contract Year.

(e) Buyer's obligation to pay the Facility Contract Price is in addition to Buyer's obligation to reimburse Seller for any BPA Balancing Authority Area Services Agreement charges as provided under Section 3.3(c).

6.3 Payment for Curtailed Energy.

(a) If: (i) Buyer fails to accept delivery of any Solar Energy produced by the Facility and delivered to the Delivery Point, including due to any disconnection or interruption of service caused in whole or in part by Buyer; (ii) deliveries of Solar Energy are curtailed by Buyer pursuant to Section 5.2; (iii) deliveries of Solar Energy are curtailed as a result of Buyer's failure or refusal to schedule Solar Energy during the Term in compliance with the applicable standards and criteria of the Transmission Provider and all Electric System Authorities, or (iv) any scheduling, offering, bidding, or similar action is taken by or on behalf of Buyer in a manner or upon terms that results in the complete or partial curtailment or less than full dispatch of the Facility, (such curtailments, "**Discretionary Curtailments**"), then: (x) the Parties will determine the Deemed Delivered Energy attributable to the Discretionary Curtailments in accordance with

the provisions of Exhibit C, and (y) Buyer will pay to Seller the Facility Contract Price for each MWh of Deemed Delivered Energy attributable to the Discretionary Curtailments.

(b) If there is a curtailment of deliveries of Solar Energy by the Transmission Provider pursuant to Transmission Provider's Oversupply Management Protocol Business Practice (or successor business practice)s, then Buyer shall pay Seller for such curtailed Solar Energy an amount equal to the Facility Contract Price less any compensation actually received by Seller from the Transmission Provider with respect to such curtailed Solar Energy. If the compensation received by Seller from the Transmission Provider exceeds the Facility Contract Price, then Buyer shall owe Seller no additional compensation with respect to such curtailed Solar Energy. If, and to the extent that, the Transmission Provider offers or provides replacement power or other products with respect to any Solar Energy curtailed pursuant to its oversupply policy, then Buyer shall be solely entitled to receive such replacement power for its own account with no additional compensation to Seller.

(c) Notwithstanding anything in this Section 6.3 to the contrary, no payment will be due to Seller under Section 6.3(a) if Solar Energy is not delivered by Seller due to: (i) an event of Force Majeure; (ii) a curtailment by Seller of deliveries of Solar Energy necessary for compliance with NERC reliability standards applicable to Seller.

6.4 Test Energy.

(a) Seller shall have the right, but not the obligation, to deliver Test Energy to Buyer prior to the Commercial Operation Date. Buyer shall accept all Test Energy delivered to the Delivery Point in accordance with this Agreement, subject to operational and safety requirements of the Transmission Provider and applicable law.

(b) Seller shall provide Buyer with: (i) at least ten (10) Days prior written notice of the anticipated commencement of testing that may result in delivery of Test Energy; and

(ii) reasonable advance notice (which may be Day-ahead or intra-Day updates) of expected delivery profiles during the testing period. Seller shall use commercially reasonable efforts to coordinate testing activities with Buyer to minimize operational disruptions.

(c) Buyer may request reasonable curtailment of Test Energy deliveries for reliability or operational reasons; provided that Seller shall not be required to curtail to the extent such curtailment would materially interfere with commissioning, testing protocols, or the achievement of the Commercial Operation Date. The Parties shall cooperate in good faith to balance testing needs and system requirements.

6.5 Environmental Attributes.

Buyer will own and be entitled to claim all Environmental Attributes as they may accrue by virtue of Solar Energy generated during the Term. Seller will register the Facility with the Western Renewable Energy Generation Information System ("**WREGIS**") in order to transfer Renewable Energy Credits ("**RECs**") associated with the Solar Energy to Buyer's WREGIS account. Buyer will cooperate with Seller as necessary for the transfer of RECs. Seller shall

deliver all accrued RECs to Buyer's WREGIS account at least once per Contract Year. For the avoidance of doubt, "Environmental Attributes" exclude any Tax Benefits.

6.6 Capacity Attributes

To the full extent allowed by law, Buyer will own and be entitled to claim all Capacity Attributes associated with the Facility. Seller will execute such documents, and make such filings, as Buyer may reasonably request to fulfill the purposes of this Section 6.6. For the avoidance of doubt, "Capacity Attributes" exclude any Tax Benefits.

ARTICLE VII Billing and Payment

7.1 Billing Invoices.

The billing period under this PPA will be the calendar month. Commencing with the first calendar month following the Commercial Operation Date, Seller will use commercially reasonable efforts to provide Buyer by email, no later than the fifteenth (15th) Day after the end of each month, a statement showing the amount of Solar Energy delivered during the previous calendar month and the payment amount due Seller by Buyer ("*Invoice*").

7.2 Metered Billing Data.

All billing data based on metered deliveries to Buyer will be collected by the Electric Metering Device(s) in accordance with Article V.

7.3 Payments.

Unless otherwise specified herein, payments due under this PPA will be due and payable by check or by electronic funds transfer, as designated by the owed Party, within thirty (30) Days of receipt of the Invoice. If the amount due is not paid on or before the due date, such unpaid amount shall bear interest at the Contract Interest Rate from the date due until paid.

ARTICLE VIII Guaranteed Output; Operations and Maintenance

8.1 Guaranteed Output.

(a) Seller guarantees that, during each period of three Contract Years, beginning with the first Full Contract Year after COD (each such three-year period a “**Guarantee Period**”), Seller will deliver (or be deemed to deliver) Solar Energy and Deemed Delivered Energy from the Facility in an aggregate quantity equal to or greater than eighty percent (80%) of the Expected Solar Energy Production for such Guarantee Period (“**Guaranteed Output**”). The Expected Solar Energy Production for each Contract Year is shown in Exhibit B, as may be adjusted pursuant to Section 3.5 and Section 4.3(c)

(b) If Seller fails to deliver (or be deemed to deliver) the Guaranteed Output over a Guarantee Period, then Seller will pay to Buyer, in the form of a credit against the Facility Contract Price, and as Buyer’s sole and exclusive damages for the shortfall, liquidated damages in an amount equal to the positive difference between: (i) the Replacement Price; and (ii) the Facility Contract Price, for each Shortfall MWh (“**Guaranteed Output Damages**”), provided that such Guaranteed Output Damages shall not exceed one million and three hundred thousand dollars (\$1,300,000) for any Guarantee Period. Buyer shall invoice Seller for the Guaranteed Output Damages within sixty (60) Days following the end of the applicable Guarantee Period. Seller shall pay the Guaranteed Output Damages within thirty (30) days of receipt of such invoice. Buyer will have the right to draw from Operational Security if Seller does not timely apply the credit for Guaranteed Output Damages.

(c) The Parties agree that the Guaranteed Output Damages provided for in Section 8.1(b) are a fair and reasonable calculation of actual damages to Buyer and are not a penalty in such a circumstance.

(d) If the Solar Energy and Deemed Delivered Energy produced falls below sixty percent (60%) of Expected Solar Energy Production for any Guarantee Period, then Seller will propose in writing a remedial action plan to ensure that Seller delivers the Guaranteed Output in future Guarantee Periods. If the Solar Energy and Deemed Delivered Energy produced falls below sixty percent (60%) of Expected Solar Energy Production for any two (2) consecutive Guarantee Periods, then it will be considered an Event of Default subject to the provisions of Article X.

8.2 Facility Operation.

Seller, as owner and operator of the Facility, will be responsible for operating and maintaining the Facility consistent with Good Utility Practices at its own cost and expense. Seller shall comply with all Applicable Laws applicable to the ownership and operation of the Facility (including all NERC reliability standards and related requirements applicable to the Facility).

8.3 Outage and Performance Reporting.

When Forced Outages occur, Seller will notify Buyer of the existence, nature, and expected duration of the Forced Outage as soon as practical, but in no event later than twenty-four (24)

hours after the Forced Outage occurs. Seller will inform Buyer of changes in the expected duration of the Forced Outage unless relieved of this obligation by Buyer for the duration of each Forced Outage.

8.4 Operating Records and Reporting.

Seller and Buyer will each keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this PPA, including such records as may be required by state or federal regulatory authorities. Seller will maintain an accurate and up-to-date operating log, in electronic format, at the Facility with records of solar irradiation and energy production for each clock hour; changes in operating status; and Forced Outages for the purposes of proper administration of this PPA, including such records as may be required by state or federal regulatory authorities in the prescribed format.

8.5 Operating Committee and Operating Procedures.

(a) Buyer and Seller will each appoint one representative and one alternate representative to act in matters relating to the Parties' performance obligations under this PPA and to develop operating arrangements for the generation, delivery and receipt of Solar Energy hereunder. Such representatives will constitute the Operating Committee, and will be specified in Exhibit D. The Parties will notify each other in writing of such appointments and any changes thereto. The Operating Committee will have no authority to modify the terms or conditions of this PPA.

(b) Prior to the Commercial Operation Date, the Operating Committee may develop mutually agreeable written Operating Procedures that will include methods of day-to-day communications; metering, telemetering, telecommunications, and data acquisition procedures; key personnel lists for applicable Buyer and Seller operating centers; operations and maintenance scheduling and reporting; Solar Energy reports; unit operations log; and such other matters as may be mutually agreed upon by the Parties in writing.

8.6 Access to Facility.

Upon reasonable prior notice, during normal working hours, and subject to the safety, environmental protection and security requirements of Seller and Applicable Law relating to workplace health and safety, Seller shall provide Buyer and its authorized agents, employees and inspectors with reasonable access to the Facility: for the purpose of: (i) installing, reading or testing metering equipment; (ii) reviewing records maintained by Seller pursuant to this PPA; (iii) observing maintenance and operations of the Facility; and (iv) for the purpose of performing and witnessing inspections or tests as permitted hereunder; provided, however, that, Seller shall provide Buyer and its authorized agents, employees, and inspectors with reasonable access to the Facility at all reasonable times, including weekends and nights, upon the occurrence and continuation of an Emergency. Buyer shall not interfere in any way with Seller's operation of the Facility.

8.7 Right of First Refusal on Additional Services or Products.

If Seller wishes to construct an additional electric generating facility at the Site or to sell any additional services or products associated with the Facility, then Buyer shall have the right of first refusal to purchase the output of the additional facility or the additional services or products on mutually agreeable terms and conditions.

ARTICLE IX Security for Performance

9.1 Development Security.

(a) Within fifteen (15) Days after satisfaction of all the Conditions to Seller's Obligations as set forth in Section 2.3, Seller will post Development Security to Buyer, in the form of a cash escrow account, Cash, one or more Letters of Credit or a Parent Guaranty, in the amount of one hundred and fifty thousand dollars per megawatt (\$150,000/MW) AC of the Expected Nameplate Capacity. Not less than thirty (30) Days prior to the date on which Development Security must be posted hereunder, the Parties shall mutually agree as to the terms and conditions or form of any Development Security consistent with the requirements of this PPA.

(b) Development Security will be available for the payment of any amount owed by Seller to Buyer under this PPA.

(c) Seller shall maintain such Development Security until the earlier to occur of: (i) termination of the PPA according to its terms and satisfaction of any liquidated damages and Delay Damages due and owing by Seller to Buyer; or (ii) COD. Within ten (10) Days after termination of the PPA or upon COD, Buyer shall release to Seller the balance of any Development Security remaining after payment of any liquidated damages and Delay Damages and, if requested by Seller or the issuer of such security, provide a written form of release and termination of such Development Security in a form reasonably acceptable to Seller (or such issuer of the security).

9.2 Operational Security.

(a) Within ten (10) Days after COD, Seller will transfer, maintain and replenish for the balance of the Term, Operational Security in an amount equal to eighty thousand dollars per megawatt (\$80,000 per MW) AC of the Nameplate Capacity of the Facility. Operational Security will be in the form of cash escrow account, Cash, Letter of Credit, or Parent Guaranty. The amount of the Operational Security shall be reduced by twenty percent (20%) of the then-current amount of the Operational Security on each of the following dates: the fifth (5th) annual anniversary of COD; the tenth (10th) annual anniversary of the COD, the fifteenth (15th) annual anniversary of the COD, and the twentieth (20th) annual anniversary of the COD.

(b) Operational Security will be available for the payment of any amount owed by Seller to Buyer under this PPA.

(c) If the Operational Security has been drawn as permitted under this PPA, then Seller shall replenish the Operational Security to the amount required in Section 9.2(a) within thirty (30) days of the first draw. To the extent Seller does not restore the balance, Buyer will be entitled to reduce payments to Seller for the purchase of Solar Energy hereunder by such amount drawn over a reasonable period of time to provide for restoration of the Operational Security account. Buyer's reduction of payments to Seller pursuant to this Section 9.2(c) shall not constitute a waiver of any other remedy available to Buyer if Seller's failure to restore the balance of Operational Security also constitutes an Event of Default.

(d) Within thirty (30) Days after the expiration or termination of this PPA, and when all of Seller's financial obligations to Buyer have been fully satisfied, Buyer shall release the Operational Security (including any accumulated interest thereon) to Seller and, if requested by Seller or the issuer of such security, provide a written form of release and termination of such Operational Security in a form reasonably acceptable to Seller (or such issuer of the security).

9.3 Interest.

If Development Security or Operational Security is in the form of Cash or a cash escrow account, the funds shall be held in a separate interest-bearing account. The interest that accrues shall be paid to Seller on a quarterly basis.

ARTICLE X
Default and Remedies

10.1 Events of Default of Seller.

(a) Any of the following will constitute an Event of Default of Seller upon its occurrence and no cure period will be applicable:

(i) A Bankruptcy Event has occurred with respect to Seller.

(b) Any of the following will constitute an Event of Default of Seller upon its occurrence but will be subject to cure as set forth in Section 10.3:

(i) Seller's failure to make any payment due to Buyer under or in connection with this PPA;

(ii) Seller's failure to comply with any other material obligation under this PPA that would result in a material adverse impact on Buyer; and

(iii) Any representation or warranty made by Seller in this PPA will prove to have been false or misleading in any material respect when made or ceases to remain true during the Term if such cessation would reasonably be expected to result in a material adverse impact on Buyer.

(iv) Seller's failure to transfer and maintain Development Security as required by Section 9.1

(v) Seller's failure to transfer, maintain and replenish Operational Security as required by Section 9.2.

10.2 Events of Default of Buyer.

(a) Any of the following will constitute an Event of Default of Buyer upon its occurrence and no cure period will be applicable:

(i) A Bankruptcy Event has occurred with respect to Buyer.

(b) Any of the following will constitute an Event of Default of Buyer upon its occurrence but will be subject to cure as set forth in Section 10.3:

(i) Buyer's failure to make any payment due hereunder;

(ii) Buyer's failure to comply with any other material obligation under this PPA that would result in a material adverse impact on Seller; and

(iii) Any representation or warranty made by Buyer in this PPA will prove to have been false or misleading in any material respect when made or ceases to remain true during the Term if such cessation would reasonably be expected to result in a material adverse impact on Seller.

10.3 Cure of the Event of Default.

After the occurrence of an Event of Default, the non-defaulting Party shall give written notice to the defaulting Party specifying the Event of Default. The defaulting Party shall have fifteen (15) Days after such notice to commence taking actions to cure the Event of Default and shall have a reasonable period of time, but no more than sixty (60) Days to complete actions to cure the Event of Default. If the Event of Default is a failure to make payment due hereunder, then the defaulting Party shall have fifteen (15) Days after written notice to cure the Event of Default with no additional cure period. The defaulting Party shall give written notice along with evidence of the completion of the cure. Completion of the cure is subject to approval by the non-defaulting Party, but such approval shall not be unreasonably withheld.

10.4 Remedies.

Upon the occurrence of an Event of Default, and after the expiration of the applicable cure period without a cure having occurred: (i) the non-defaulting Party will have the right to terminate this PPA upon ten (10) Days written notice. If this PPA is terminated due to an Event of Default, the defaulting Party shall pay to the non-defaulting party the Termination Amount, provided, however, that if such Termination Amount is negative, the absolute value of the Termination Amount will be payable from the non-defaulting Party to the defaulting Party; and if the Termination Amount is zero dollars (\$0), then no payment will be due from either Party.

10.5 Lender's Right to Cure.

Seller shall have the option to provide Buyer with a notice identifying any Lenders and Tax Investors and providing appropriate contact information. Following the receipt of such notice, Buyer shall provide notice of any Seller Event of Default to such Lenders and Tax Investors simultaneously with the delivery of any such notice to Seller, and Buyer will accept a cure of a Seller Event of Default by such Lenders or Tax Investors, provided such cure is timely and complies with Seller's cure rights under Section 10.3.

ARTICLE XI Contract Administration and Notices

11.1 Notices in Writing.

Notices required by this PPA will be addressed to the other Party at the addresses noted in Exhibit D, as either Party may update them from time to time by written notice to the other Party. Any notice, request, consent, or other communication required or authorized under this PPA to be given by one Party to the other Party will be in writing, and will either be hand delivered, mailed using postage prepaid certified mail with return receipt requested, sent via a nationally recognized overnight courier, or delivered electronically via email to the representative of said other Party. If mailed, delivered via courier, or hand delivered, the notice, request, consent or other communication shall be deemed delivered upon actual receipt or rejection, as shown in the tracking report in the case of overnight courier or in the return receipt in the case of delivery by mail. If delivered electronically via email, the notice, request, consent or other communication shall be deemed delivered upon actual electronic transmission.

11.2 Representative for Notices.

Each Party will maintain a designated representative to receive notices. Such representative may, at the option of each Party, be the same person as that Party's representative or alternate representative on the Operating Committee, or a different person. Either Party may, by written notice to the other Party, change the representative or the address to which such notices and communications are to be sent.

11.3 Billing and Payment Records.

To facilitate payment and verification, Seller and Buyer will keep all books and records necessary for billing and payments in accordance with the provisions of Article VIII and grant the other Party reasonable access to those records.

11.4 Audits.

Each Party has the right, at its sole expense and during normal working hours, to examine copies of the relevant portions of the records of the other Party to the extent reasonably necessary to verify the accuracy of any invoice, charge or calculation made pursuant to this PPA. If any such examination reveals any inaccuracy in any invoice or calculation, whether due to errors in arithmetic, computation, meter readings or otherwise, the necessary adjustments in such invoice or calculation, and the payment of any adjustment thereto, shall be paid, with interest at the Contract Interest Rate calculated from the date the overpayment or underpayment was made until paid, by the responsible Party within thirty (30) Days after it receives an invoice from the other Party setting forth in reasonable detail the calculation of such adjustments; provided, however, that neither Party may dispute or adjust any invoice delivered or payment received more than twelve (12) months from the date of notice of dispute or adjustment.

ARTICLE XII Force Majeure

12.1 Definition of Force Majeure.

(a) “Force Majeure” or “an event of Force Majeure” means an event that: (i) is not within the reasonable control of the Party affected by the event; (ii) is not the result of such Party’s negligence or failure to act; and (iii) could not be overcome by the affected Party’s use of reasonable diligence in the circumstances. Force Majeure includes, but is not restricted to, events of the following types (but only to the extent that such an event, in consideration of the circumstances, satisfies the tests set forth in the preceding sentence): (i) acts of God such as storms, hurricanes, tsunamis, floods, backwater caused by flood, lightning, fire, explosion; quarantine, earthquakes, volcanic eruptions, tornados, perils of the sea or other natural disasters; (ii) acts of extortion, pestilence, holocaust, act of civil or military authority, terrorism, civil disobedience, sabotage, war, riot, acts of a public enemy or other civil disturbance; (iii) pandemics or outbreak of communicable disease and quarantines; (iv) action or restraint by court order or public or Governmental Authority (as long as the affected Party has not applied for or assisted in the application for, and has opposed to the extent reasonable, such court or government action); or (v) unavailability of any necessary equipment or materials due to disruption(s) in the global or regional supply chain(s).

(b) Notwithstanding the foregoing, the term Force Majeure does not include: (i) market conditions that affect the cost of supplies, equipment or materials, or labor necessary to perform any obligations under this PPA, or that affect demand or price for power; (ii) any labor strikes, slow-downs or stoppages, or other labor disruptions against either Party’s contractors or subcontractors; (iii) acts or omissions of any subcontractor, unless the acts or omissions are themselves excused by reason of Force Majeure; (iv) mechanical or equipment breakdown or inability to operate, attributable to circumstances that would not themselves be considered a Force Majeure; (v) Seller’s ability to sell, or Buyer’s ability to purchase, the Solar Energy, at a more advantageous price than is provided hereunder; or (vi) economic hardship by either Party, including lack of money.

12.2 Applicability of Force Majeure.

(a) Neither Party will be responsible or liable for any delay in its performance under this PPA, nor will any delay become an Event of Default, to the extent such delay is substantially caused by Force Majeure. Upon the occurrence of a Force Majeure:

(i) the non-performing Party shall give the other Party prompt written notice describing the particulars of the occurrence of the Force Majeure;

(ii) the suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure;

(iii) the non-performing Party shall proceed with reasonable diligence to remedy its inability to perform and provide weekly progress reports to the other Party describing actions taken to end the Force Majeure; and

(iv) when the non-performing Party is able to resume performance of its obligations under this PPA, that Party shall give the other Party written notice to that effect.

(b) Except as otherwise expressly provided for in this PPA, the existence of a condition or event of Force Majeure will not relieve the Parties of their obligations under this PPA (including payment obligations) to the extent that performance of such obligations is not precluded by the condition or event of Force Majeure.

12.3 Limitations on Effect of Force Majeure.

In no event will any delay or failure of performance caused by Force Majeure extend this PPA beyond the Term. If any delay of performance caused by Force Majeure affecting Seller continues for an uninterrupted period of three hundred sixty-five (365) Days from its inception, then either Party may, at any time following the end of such period, and so long as the Force Majeure event is continuing, terminate this PPA upon written notice to the other Party, without further obligation by either Party except as to costs and balances incurred prior to the effective date of such termination.

ARTICLE XIII Representations and Warranties

13.1 Seller's Representations and Warranties.

Seller hereby represents and warrants as follows:

(a) Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller is qualified to do business in Washington and each other jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of Seller; and Seller has all requisite power and authority to conduct its business, to own its properties, and to execute, deliver, and perform its obligations under this PPA and is not subject to any action of insolvency, liquidation, or suspension of payments or bankruptcy.

(b) The execution, delivery, and performance of its obligations under this PPA by Seller have been duly authorized by all necessary limited liability company action, and do not and will not:

(i) require any consent or approval by any governing body of Seller, other than that which has been obtained and is in full force and effect (evidence of which will be delivered to Buyer upon its request);

(ii) violate any Applicable Law, or violate any provision in any formation document of Seller, the violation of which could have a material adverse effect on the ability of Seller to perform its obligations under this PPA; or

(iii) result in a breach or constitute a default under Seller's organizational documents, or under any agreement relating to the management or affairs of Seller or any indenture or loan or credit agreement, or any other agreement, lease, or instrument to which

Seller is a party or by which Seller or its properties or assets may be bound or affected, the breach or default of which could reasonably be expected to have a material adverse effect on the ability of Seller to perform its obligations under this PPA.

(c) This PPA is a valid and binding obligation of Seller except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally.

(d) The execution and performance of this PPA will not conflict with or constitute a breach or default under any contract or agreement of any kind to which Seller is a party or any judgment, order, statute or regulation that is applicable to Seller, the breach or default of which could reasonably be expected to have a material adverse effect on the ability of Seller to perform its obligations under this PPA.

(e) All approvals, authorizations, consents, or other action required by any Governmental Authority to authorize Seller's execution, delivery and performance of this PPA, have been duly obtained and are in full force and effect (except as specifically provided herein or as required to be obtained in the future for performance hereunder).

13.2 Buyer's Representations and Warranties.

Buyer hereby represents and warrants as follows:

(a) Buyer is a municipal corporation duly organized and validly existing under the laws of the State of Washington. Buyer has all requisite power and authority to conduct its business, to own its properties, and to execute, deliver, and perform its obligations under this PPA, and is not subject to any action of insolvency, liquidation, or suspension of payments or bankruptcy.

(b) The execution, delivery, and performance of its obligations under this PPA by Buyer have been duly authorized by all necessary corporate action, and do not and will not:

(i) require any consent or approval by any governing body of Buyer, other than that which has been obtained and is in full force and effect (evidence of which will be delivered to Seller upon its request);

(ii) violate any Applicable Law, or violate any provision in any formation document of Buyer, the violation of which could have a material adverse effect on the ability of Buyer to perform its obligations under this PPA; or

(iii) result in a breach or constitute a default under Buyer's organizational documents, or under any agreement relating to the management or affairs of Buyer, or any indenture or loan or credit agreement, or any other agreement, lease, or instrument to which Buyer is a party or by which Buyer or its properties or assets may be bound or affected, the breach or default of which could reasonably be expected to have a material adverse effect on the ability of Buyer to perform its obligations under this PPA.

(c) This PPA is a valid and binding obligation of Buyer except as may be limited by

applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally.

(d) The execution and performance of this PPA will not conflict with or constitute a breach or default under any contract or agreement of any kind to which Buyer is a party or any judgment, order, statute, or regulation that is applicable to Buyer, the breach or default of which could reasonably be expected to have a material adverse effect on the ability of Buyer to perform its obligations under this PPA.

(e) All approvals, authorizations, consents, or other action required by any Governmental Authority to authorize Buyer's execution, delivery and performance of this PPA, have been duly obtained and are in full force and effect (except as specifically provided herein or as required to be obtained in the future for performance hereunder).

ARTICLE XIV Insurance

14.1 Evidence of Insurance.

Seller will obtain and maintain, at its own expense, commercial general liability, property casualty, environmental, and other appropriate insurance coverage for the Facility, in amounts and with limits as set forth in Exhibit E hereto.

14.2 Term and Modification of Insurance.

If any insurance required to be maintained by Seller hereunder ceases to be reasonably available and commercially feasible in the commercial insurance market, Seller will provide written notice to Buyer, accompanied by a certificate from an independent insurance advisor of recognized national standing, certifying that such insurance is not reasonably available and commercially feasible in the commercial insurance market for electric generating plants of similar type, geographic location and capacity. Upon receipt of such notice, Seller will attempt to obtain other insurance that would provide comparable protection against the risk to be insured.

ARTICLE XV Indemnification; Limitation on Damages

15.1 Indemnification.

Each Party (the "**Indemnifying Party**") agrees to and shall indemnify, defend and hold harmless the other Party and, without duplication, its Affiliates and all of their respective officers, directors, shareholders, members, employees, representatives and agents (collectively, the "**Indemnified Party**"), from and against all claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) resulting from: (i) personal injury or death to third parties or damage to real property or tangible personal property of third parties to the extent arising out of, resulting from, or caused by the negligence or willful misconduct of the Indemnifying Party in connection with this PPA; and (ii) in the case of Buyer as the Indemnifying Party, arising from the actions of Buyer or its authorized agents, employees and inspectors while at the Site or the Facility. This indemnification obligation will apply

notwithstanding any negligent or willful misconduct, errors, or omissions of the Indemnified Party, but the Indemnifying Party's liability to pay damages to the Indemnified Party will be reduced in proportion to the percentage by which the Indemnified Party's negligent or willful misconduct, errors or omissions caused the damages. Neither Party will be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions will not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

15.2 Claims.

Promptly after receipt by a Party of any claim or notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article XV may apply, the Indemnified Party will notify the Indemnifying Party in writing of such fact. The Indemnifying Party will assume the defense thereof with counsel designated by such Party and satisfactory to the Indemnified Party; provided, however, that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party will have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party will have the right to select and be represented by separate counsel, at the Indemnifying Party's expense, unless a liability insurer is willing to pay such costs.

15.3 Failure to Assume Defense.

If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Party may at the expense of the Indemnifying Party contest, settle, or pay such claim, provided that settlement or full payment of any such claim may be made only following consent of the Indemnifying Party or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement.

15.4 Insurance Proceeds.

Except as otherwise provided in this Article XV, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this Article XV, the amount owing to the Indemnified Party will be the amount of the Indemnified Party's actual loss net of any insurance proceeds received by the Indemnified Party following an effort by the Indemnified Party to obtain such insurance proceeds.

15.5 Duty to Mitigate.

Buyer and Seller shall each have a duty to mitigate damages pursuant to this PPA, and each shall use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's non-performance of this PPA, including with respect to termination of this PPA.

15.6 Limitation of Remedies, Liability and Damages.

EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED

WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS PPA SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE EXPRESSLY STATED WITH RESPECT TO LIQUIDATED DAMAGES AND DELAY DAMAGES, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES HERETO HEREBY AGREE, HOWEVER, THAT ANY LIQUIDATED DAMAGES PROVIDED FOR IN THIS PPA ARE A REASONABLE ESTIMATION OF THE LOSS TO SELLER OR BUYER, AS APPLICABLE, AS A RESULT OF A BREACH OR TERMINATION OF THIS PPA BY BUYER OR SELLER, AS APPLICABLE, ARE NOT A PENALTY AND ARE NOT CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES. THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES SHALL BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

15.7 Limitation on Damages.

Notwithstanding any other provision of this PPA, and without affecting the other liability limiting and liquidated damages or Delay Damages provisions herein, Seller's total liability for all damages arising under or in connection with this PPA, including liquidated damages and Delay Damages, shall not exceed the Credit Support Amount.

ARTICLE XVI Change in Law

16.1 Change in Law.

"Change in Law" means the enactment, adoption, promulgation, modification, repeal, or change in interpretation, of any Applicable Law that increases or decreases Seller's cost to perform its obligations under this PPA. Change in Law may include, without limitation, a material modification to the Investment Tax Credit ("*ITC*"), but shall not include Seller's failure or inability to qualify for the ITC on eligibility terms and conditions that exist as of the Effective Date.

16.2 Increase in Horn Rapids 2 Contract Price.

If there is a Change in Law after the Effective Date that causes Seller to incur increased costs to develop or operate the Horn Rapids 2 Facility, then Seller will be responsible to bear all the increased costs resulting from the Change in Law up to the increase in annual costs of seven thousand five hundred dollars (\$7,500) (the “***Seller Cap***”) without any increase in Contract Price. If such increase in annual costs exceeds the Seller Cap, then Seller may provide written notice to Buyer of an increase in annual costs over the Seller Cap. The Parties shall negotiate in good faith to determine the increase in the Horn Rapids 2 Contract Price that is commensurate with the increase in Seller’s costs and the Horn Rapids 2 Contract Price shall be amended accordingly. Such increase in the Horn Rapids 2 Contract Price shall only be effective so long as Seller continues to experience increased costs above the Seller Cap. In no case shall Buyer be obligated to agree to a price increase under this section that exceeds four dollars per megawatt hour (\$4 MWh) over the remaining term of this PPA. If Seller’s annual cost increase would exceed one hundred thousand dollars (\$100,000) and the Parties do not agree on the amount of the Horn Rapids 2 Contract Price increase, then the Seller will have the right to terminate this PPA by giving ninety (90) days advance written notice of termination to Buyer, and neither Party will have any further obligation to the other Party under this PPA after the date of termination.

16.3 Decrease in Horn Rapids 2 Contract Price.

If there is a Change in Law after the Effective Date that directly results in decreased costs for Seller’s development or operation of the Horn Rapids 2 Facility, then Seller will have no obligation adjust the Horn Rapids 2 Contract Price unless and until the decreased annual costs resulting from the Change in Law are greater than seven thousand five hundred (\$7,500) (the “***Seller Minimum***”). If such decreased costs exceed the Seller Minimum, then either Party may provide written notice to the other Party of a decrease in annual costs greater than the Seller Minimum. The Parties shall negotiate in good faith to determine the decrease in the Horn Rapids 2 Contract Price that is commensurate with the decrease in Seller’s costs and the Horn Rapids 2 Contract Price shall be amended accordingly. In no case shall Seller be obligated to agree to a price decrease under this Section 16.3 that exceeds four dollars per megawatt hour (\$4 MWh) over the remaining term of this PPA. Such decrease in the Horn Rapids 2 Contract Price shall only be effective so long as Seller continues to experience decreased costs greater than the Seller Minimum.

ARTICLE XVII Assignment

17.1 Assignment With Consent.

Except as provided otherwise in this PPA, neither Party shall assign this PPA or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; *provided, however*, that, without such consent: (i) Seller may transfer, sell, pledge, encumber or assign this PPA and its rights hereunder and/or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements; and (ii) Seller may assign this PPA to an Affiliate owning and controlling the Facility. Written notice of such assignment shall be given as soon as practical, but not less than ten (10) Days prior to the date such

assignment will take effect. A change in ownership or control of the Seller shall not require any consent from Buyer.

17.2 Accommodation of Lender.

To facilitate Seller's obtaining of financing to construct and operate the Facility, Buyer will make reasonable efforts to provide such consents to collateral assignment, certifications, representations, estoppels, information or other documents as may be reasonably requested by Seller, the Lender, or the Tax Investor in connection with the financing of the Facility (generally, a "**Lender Consent**"). The Lender Consent will include such customary terms as the Lender may reasonably request that do not materially and adversely affect any of Buyer's rights, benefits, risks and/or obligations under this PPA.

ARTICLE XVIII **Dispute Resolution**

18.1 Negotiations.

The Parties shall attempt in good faith to resolve all disputes arising out of, related to or in connection with this PPA promptly by negotiation, as follows. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties shall meet at a mutually acceptable time and place within ten (10) Business Days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) Days after the referral of the dispute to such senior executives, or if no meeting of such senior executives has taken place within fifteen (15) Days after such referral, then either Party may commence a legal action.

18.2 Choice of Forum.

Each Party irrevocably consents and agrees that any legal action or proceeding arising out of this PPA or the actions of the Parties leading up to this PPA shall be brought exclusively in the state or federal courts in Washington. By execution and delivery hereof, each Party (a) accepts the exclusive jurisdiction of such courts and waives any objection that it may now or hereafter have to the exercise of personal jurisdiction by such courts over each Party for the purpose of any proceeding related to this PPA, (b) irrevocably agrees to be bound by any final judgment (after any and all appeals) of any such courts in any such proceeding, (c) irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such suit, action or proceedings brought in such courts (including any claim that any such suit, action or proceeding has been brought in an inconvenient forum) in connection herewith, (d) agrees that service of process in any such action may be effected by mailing a copy thereof by registered or certified mail, postage prepaid, to such Party at its address as set forth herein and (e) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law. In the event of any disputes resolved through litigation, the prevailing Party shall be entitled to reasonable costs and attorneys' fees.

18.3 Settlement Discussions.

No statements or offers of settlement shall constitute an admission or waiver of rights by either Party in connection with any such litigation. At the request of either Party, any such statements and offers of settlement, and all copies thereof, shall be promptly returned to the Party providing the same.

ARTICLE XIX Horn Rapids 1 Facility

19.1 Horn Rapids 1 PPA Delivery Obligations.

Buyer acknowledges that, prior to the Commercial Operation Date of Horn Rapids 2 Facility, the Horn Rapids 1 Facility production may be impacted by construction work. As a result, the minimum delivery requirements under the Horn Rapids 1 PPA will be suspended as of the Effective Date. Notwithstanding the foregoing, Seller will continue to exercise commercially reasonable efforts to maximize deliveries of energy from the Horn Rapids 1 Facility.

19.2 Horn Rapids 1 PPA Suspended

Upon the Commercial Operation Date of the Horn Rapids 2 Facility pursuant to this PPA, and unless and until this PPA is terminated by either Party prior to the expiration of the term of the Horn Rapids 1 PPA, the Horn Rapids 1 PPA shall be and remain suspended and the Parties shall have no obligations to each other arising thereunder. So long as the Horn Rapids 1 PPA is suspended pursuant to this Section 19.2, the Parties' respective obligations for the delivery, purchase, and sale of Solar Energy from the Horn Rapids 1 Facility shall be governed by this PPA. If this PPA is terminated according to its terms at any time prior to the expiration of the Horn Rapids 1 PPA, then the Horn Rapids 1 PPA shall be and remain in full force and effect according to its terms.

19.3 Operation As a Single Facility

From and after the Commercial Operation Date hereof, and through the expiration or termination of this PPA, the term "Facility" as used in this PPA shall include both the Horn Rapids 1 Facility and the Horn Rapids 2 Facility. During such period, Seller shall, to the maximum extent practicable, own, operate, maintain, and schedule the Horn Rapids 1 Facility and the Horn Rapids 2 Facility as a single generating facility subject to Seller's obligations under this PPA. Seller shall tender to Buyer a single monthly invoice for the joint Facility, which invoice Buyer may satisfy with a single payment.

ARTICLE XX Miscellaneous

20.1 Waiver.

The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this PPA, or to take advantage of any of its rights thereunder, will

not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same will be and remain at all times in full force and effect.

20.2 Taxes.

(a) Subject to Section 20.2(b), Seller will be solely responsible for any and all present or future taxes and other impositions of Governmental Authorities relating to the construction, ownership or leasing, operation or maintenance of the Facility.

(b) The Parties will reasonably cooperate to minimize tax exposure; however, that neither Party will be obligated to incur any material financial burden to reduce taxes for which the other Party is responsible hereunder. All Solar Energy delivered by Seller to Buyer hereunder will be sales for resale, as permitted under Applicable Law, with Buyer reselling such electric energy. Buyer will obtain and provide Seller with any certificates required by any Governmental Authority, or otherwise reasonably requested by Seller to evidence that the deliveries of electric energy hereunder are sales for resale. Seller shall pay or cause to be paid when due, or reimburse Buyer for, all existing and any new sales, use, severance, excise, ad valorem, and any other similar taxes, imposed or levied by any Governmental Authority up to the Delivery Point, on the generation of Solar Energy, regardless of whether such taxes are imposed on Buyer or Seller under Applicable Law. Buyer shall pay or cause to be paid when due, or reimburse Seller for, all such taxes levied at and beyond the Delivery Point upon a purchase by Buyer of Solar Energy, regardless of whether such taxes are imposed on Buyer or Seller under Applicable Law. Any change first made after the Effective Date in the amount of taxes on the generation or sale of Solar Energy for which Seller is responsible shall constitute a Change in Law subject to the provisions of Section 16. If a Party is required to remit or pay taxes that are the other Party's responsibility hereunder, the Party responsible for such taxes shall reimburse the Party that paid such taxes, including applicable interest and penalties. The Parties shall provide each other, upon written request, with copies of any documentation that may be reasonably necessary in the ordinary course of any audit with respect to taxes (including any related proceedings) that are in such Party's possession or are obtainable without material cost.

(c) Seller and any Tax Investor shall be exclusively entitled to any Tax Benefits, and Buyer will have no rights to any Tax Benefits.

(d) Buyer acknowledges that Seller intends to continue training solar and battery technicians on the Leased Premises, and that Seller has factored the corresponding state and local property tax exemption for the Leased Premises into its calculation of the Horn Rapids 2 Contract Price. Accordingly, if there is a change in Applicable Law after the Effective Date such that the Leased Premises are no longer eligible for the applicable state and local property tax exemption, then such change shall be treated as a Change in Law subject to the provisions of Section 16.

20.3 Not a Capital Lease.

The Parties acknowledge and agree that, for accounting and tax purposes, this PPA is not and will not be construed as a capital lease.

20.4 No Third-Party Beneficiaries.

Nothing in this PPA will be construed to create any duty to, or standard of care with reference to, or any liability to, any Person not a party to this PPA.

20.5 Relationship of the Parties.

(a) This PPA will not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party.

(b) Seller will be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons to perform services, including all federal, state, and local income, social security, payroll, and employment taxes and statutorily mandated workers' compensation coverage. None of the persons employed by Seller will be considered employees of Buyer for any purpose; nor will Seller represent to any person that he or she is or will become a Buyer employee.

20.6 Survival of Obligations.

All provisions of this PPA that are expressly or by implication to come into or continue in force and effect after the expiration or termination of this PPA shall remain in effect and be enforceable following such expiration or termination.

20.7 Severability.

In the event any of the terms, covenants, or conditions of this PPA, its Exhibits, or the application of any such terms, covenants, or conditions, will be held invalid, illegal, or unenforceable by any court or administrative body having jurisdiction, all other terms, covenants, and conditions of this PPA and their application not adversely affected thereby will remain in force and effect; provided, however, that Buyer and Seller will negotiate in good faith to attempt to implement an equitable adjustment in the provisions of this PPA with a view toward effecting the purposes of this PPA by replacing the provision that is held invalid, illegal, or unenforceable with a valid provision the economic effect of which comes as close as possible to that of the provision that has been found to be invalid, illegal or unenforceable.

20.8 Complete Agreement: Amendments.

The terms and provisions contained in this PPA constitute the entire agreement between Buyer and Seller with respect to the sale of Solar Energy from the Facility and will supersede all previous communications, representations, or agreements, either verbal or written, between Buyer and Seller with respect to the sale of Solar Energy from the Facility. This PPA may be amended, changed, modified, or altered, provided that such amendment, change, modification, or alteration will be in writing and signed by both Parties.

20.9 Binding Effect.

This PPA, as it may be amended from time to time, will be binding upon and inure to the benefit of the Parties and their respective successors-in-interest, legal representatives, and permitted assigns.

20.10 Headings.

Captions and headings used in this PPA are for ease of reference only and do not constitute a part of this PPA.

20.11 Counterparts.

This PPA may be executed in any number of counterparts, and each executed counterpart will have the same force and effect as an original instrument.

20.12 Governing Law.

This PPA is made and shall be interpreted and enforced in accordance with the laws of the State of Washington, without regard to the choice of law rules thereof that would result in the application of the laws of any other jurisdiction.

20.13 Press Releases and Media Contact.

No Party shall issue any public statements or press releases relating to the transactions contemplated by this PPA without the prior consent of the other Party, which consent shall not be unreasonably withheld or delayed.

20.14 Confidentiality.

To the maximum extent allowed by law, each Party agrees not to disclose to a third party (other than a Party's outside counsel, consultants, accountants, lenders and prospective lenders, investors and prospective investors, prospective purchasers and other agents having a need to know, who agree to maintain the confidentiality of the information) or use for purposes other than related to this PPA, any non-public information of the other Party, including the terms of this PPA, proprietary information provided by one Party to the other pursuant to the terms of this PPA; and any other information which has or could have commercial value or other utility in the business in which either Party is involved (collectively, "**Proprietary Information**"), unless the receiving Party obtains the prior written consent of the disclosing Party. Without limiting the generality of the foregoing, each Party will observe the same safeguards and precautions with regard to Proprietary Information of the other Party, which such Party observes with respect to its own information of the same or similar kind. Notwithstanding the foregoing, either Party may disclose any Proprietary Information that: (i) becomes public information through no wrongful act of the receiving Party; or that is provided to the receiving Party by a third party without restriction known to the receiving Party and without breach of this PPA; or (ii) the receiving Party is required to disclose to comply with Applicable Laws. To the extent such Proprietary Information is required to be provided pursuant to Applicable Laws, the Party required to provide such Proprietary Information will use commercially reasonable efforts to notify the other

Party as soon as practicable. Seller expressly acknowledges that Buyer is subject to the Washington State Public Records Act, and that Buyer may be required by such Act to disclose Proprietary Information. This Section 20.14 shall not prohibit either Party from disclosing Proprietary Information to BPA as may be reasonably necessary for such Party to obtain from BPA transmission, interconnection, or wholesale power services.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this PPA to be executed in their respective names as of the Effective Date.

SELLER:

HORN RAPIDS SOLAR LLC

By: _____

Name:

Title:

BUYER:

CITY OF RICHLAND

By: _____

Name:

Title:

EXHIBITS

Exhibit A	Facility Description
Exhibit B	Expected Solar Energy Production
Exhibit C	Deemed Delivered Energy
Exhibit D	Operating Committee
Exhibit E	Insurance Requirements

EXHIBIT A
to
Power Purchase Agreement

FACILITY DESCRIPTION

Ground mounted solar photovoltaic facility consisting of a legacy system, Horn Rapids 1, rated at 4.033 MW DC and 3.25 MW AC and expansion, Horn Rapids 2, currently contemplated to be 17.6 MW DC and 12.5 MW AC, subject to revision based upon final design.

The facility is located on a parcel of approximately 69 acres that is located at [2800] Horn Rapids Road, in Benton County, Washington.

EXHIBIT B
to
Power Purchase Agreement

EXPECTED SOLAR ENERGY PRODUCTION

Full Contract Year	Solar Energy (MWh)
1	28,339
2	28,198
3	28,057
4	27,916
5	27,777
6	27,638
7	27,500
8	27,362
9	27,225
10	27,089
11	26,954
12	26,819
13	26,685
14	26,552
15	26,419
16	26,287
17	26,155
18	26,024
19	25,894
20	25,765
21	25,636
22	25,508
23	25,380
24	25,253

EXHIBIT C
to
Power Purchase Agreement

DEEMED DELIVERED ENERGY

Seller shall use Good Utility Practices to calculate Deemed Delivered Energy.

The Parties shall determine the quantity of Deemed Delivered Energy by taking into account the following: (1) during such periods, the actual levels of hourly solar irradiation and ambient conditions as measured at the Site, or if such data is not available, using other available data determined using Good Utility Practices, (2) the incremental energy that would have been produced based on ambient conditions at the Site and historic production levels based on the most recent year of operating history, and (3) the actual availability of the Facility.

EXHIBIT D
to
Power Purchase Agreement

OPERATING COMMITTEE

For Seller:

Primary: Collin Franceschi, Asset Manager

Alternate:

For Buyer:

Primary: Clint Whitney, Energy Services Director

Alternate:

EXHIBIT E
to
Power Purchase Agreement

INSURANCE REQUIREMENTS

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.



**COUNCIL AGENDA ITEM
STAFF REPORT**

Council Date: 7/7/2026

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject

Resolution No. 2026-94, Ratifying an Interagency Agreement with the Washington State Department of Ecology on behalf of Hanford Communities

Department/Office

City Manager

Ordinance/Resolution Number

2025-94

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2026-94, ratifying an interagency agreement with the Washington State Department of Ecology on behalf of Hanford Communities.

Summary

Since 2005, the counties of Benton and Franklin and the cities of Richland, Kennewick, Pasco and West Richland (the "Participating Jurisdictions") have joined together under the Interlocal Cooperation Act, Chapter 39.34 RCW, to form an administrative agency known as Hanford Communities. A succession of interlocal agreements were executed in 2005, 2009, 2014, 2016 and 2022. The current interlocal agreement executed by the Participating Jurisdictions is valid from January 1, 2022 to December 31, 2026. The purpose of Hanford Communities is to review, evaluate and monitor conditions at the Hanford Nuclear Reservation, and the policies, programs and operations of the U.S. Department of Energy (DOE) and others in regard to Hanford.

On April 16, 2020, the Participating Jurisdictions executed a First Amendment to the Hanford Communities Interlocal Agreement to allow TRIDEC to serve as the Operating Jurisdiction of Hanford Communities. To facilitate this transition, the City of Richland, on behalf of Hanford Communities, renewed the contract with the Washington State Department of Ecology to help Ecology meet its goal to support and engage the entities that comprise the Hanford Communities. Because the City of Richland, as former Operating Jurisdiction for Hanford Communities, has a long-standing contractual relationship with the Department of Ecology on behalf of Hanford Communities, Richland is willing to continue to contract with the Department of Ecology on behalf of Hanford Communities for this important funding. This approach will ensure that all Participating Jurisdictions continue to receive the benefit of the funding made available by the Department of Ecology.

The most recent interagency agreement with the Department of Ecology for funding in support of Hanford Communities expired June 30, 2026, and a replacement agreement was signed to cover July 1, 2026 - June 30, 2027.

Staff recommends adoption of Resolution No. 2026-94.

Fiscal Impact

None. The City of Richland serves as a pass-thru for the benefit of Hanford Communities.

Attachments

1. Resolution No. 2026-94
2. 2026-2027 City of Richland (Hanford Communities) IAA

RESOLUTION NO. 2026-94

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
RATIFYING AN INTERAGENCY AGREEMENT WITH THE
WASHINGTON STATE DEPARTMENT OF ECOLOGY ON
BEHALF OF HANFORD COMMUNITIES.**

WHEREAS, Since 2005, the counties of Benton and Franklin and the cities of Richland, Kennewick, Pasco and West Richland (the “Participating Jurisdictions”) have joined together under the Interlocal Cooperation Act, Chapter 39.34 RCW, to form an administrative agency known as Hanford Communities; and

WHEREAS, the purpose of Hanford Communities is to review, evaluate and monitor conditions at the Hanford Nuclear Reservation, and the policies, programs and operations of the U.S. Department of Energy (DOE) and others in regard to Hanford; and

WHEREAS, the current interlocal agreement executed by the Participating Jurisdictions is valid to and through December 31, 2026; and

WHEREAS, on April 16, 2020, the Participating Jurisdictions executed a First Amendment to the Hanford Communities Interlocal Agreement to allow TRIDEC to serve as the Operating Jurisdiction of Hanford Communities; and

WHEREAS, to facilitate this transition in 2020, the City of Richland, on behalf of Hanford Communities, renewed the contract with the Washington State Department of Ecology to help Ecology meet its goal to support and engage the entities that comprise the Hanford Communities; and

WHEREAS, the City of Richland, as former Operating Jurisdiction for Hanford Communities, has a long-standing contractual relationship with the Department of Ecology on behalf of Hanford Communities; and

WHEREAS, the City of Richland is willing to continue to contract with the Department of Ecology on behalf of Hanford Communities to ensure that all Participating Jurisdictions continue to receive the benefit of the funding made available by the Department of Ecology; and

WHEREAS, the current interagency agreement with the Department of Ecology for funding in support of Hanford Communities expired on June 30, 2026; and

WHEREAS, a new funding agreement covering July 1, 2026 to June 30, 2027 has been signed by the City of Richland and the Department of Ecology to ensure that Hanford Communities continues to receive the benefit of funding made available by the Department of Ecology.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager’s execution of an interagency agreement with the Washington State Department

of Ecology for funding in support of Hanford Communities covering July 1, 2026 to June 30, 2027 is hereby ratified.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of July, 2026.

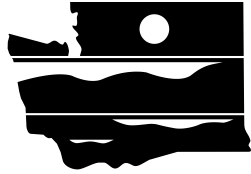
Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



DEPARTMENT OF
ECOLOGY
State of Washington
IAA No. C2600149

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

CITY OF RICHLAND (HANFORD COMMUNITIES)

THIS INTERAGENCY AGREEMENT (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and the City of Richland hereinafter referred to as the “HANFORD COMMUNITIES” and “CONTRACTOR,” pursuant to the authority granted by Chapter [39.34](#) RCW of the Revised Code Washington, Interlocal Cooperation Act.

THE PURPOSE OF THIS AGREEMENT is for HANFORD COMMUNITIES to continue work started under ECOLOGY Contract No. C9900100, to help ECOLOGY meet its goal to support and engage the entities that comprise the Hanford Communities. The Hanford clean-up effort began over 30 years ago, and is expected to continue for at least another 50 years. During this long project, public support and involvement remains critical, both to ensure that the clean-up remains responsive to public needs and expectations, and to ensure continued political support for the significant federal funding required to do the work. The local communities – citizens, governments, and businesses – are most directly affected and potentially most influential on both public cleanup oversight and advocacy for adequate funding.

WHEREAS, ECOLOGY has legal authority (Chapter 70A.300 RCW Hazardous Waste Management Act) and City of Richland has legal authority (RCW 35.21.010 and pursuant to the Hanford Communities Interlocal Agreement (Richland Contract No. 22-94)) that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

State of Washington, Department of Ecology
IAA No. C2600149
Entity Name: City of Richland, Hanford Communities

1. SCOPE OF WORK

HANFORD COMMUNITIES shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work and Budget*, attached hereto and incorporated herein.

2. PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **July 1, 2026**, and be completed by **June 30, 2027**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3. COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

The source of funds for this IAA is the Radioactive Mixed Waste Account. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed one hundred thousand dollars (\$100,000.00), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work and Budget*. ECOLOGY will not make payment until it has reviewed and accepted the work.

ECOLOGY may, at its sole discretion, terminate or suspend this Agreement, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

4. BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Attach supporting documentation to the invoice.

Send invoices by email to:

State of Washington
Department of Ecology
Nuclear Waste Program
Attn: Neil Caudill
PO Box 47600
Olympia, WA 98504-7600
ecyrenwpcontracts@ecy.wa.gov

State of Washington, Department of Ecology
IAA No. C2600149
Entity Name: City of Richland, Hanford Communities

Payment requests must be submitted within 30 days at the end of each calendar quarter. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, [Statewide Registration Services - Office of Financial Management](#). For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email SupplierRegistration@ofm.wa.gov.

5. ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

7. ASSURANCES

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

8. CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

State of Washington, Department of Ecology
IAA No. C2600149
Entity Name: City of Richland, Hanford Communities

10. FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

11. GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

12. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C2600149.
- d. Appendix A, Statement of Work and Budget.
- e. Appendix B, Special Terms and Conditions.
- f. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by

State of Washington, Department of Ecology
IAA No. C2600149
Entity Name: City of Richland, Hanford Communities

personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

15. RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

16. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

17. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

18. SUBCONTRACTORS

- a. CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional CONTRACTOR and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Identify whether subcontractor is certified with Office of Minority and Women's Business Enterprises (OMWBE), WA Dept. of Veterans Affairs (WDVA), or is a WA small business. Provide such information to ECOLOGY's Agreement representative.

- b. Subcontractor Payment Reporting Requirements – Access Equity:

This Agreement is subject to compliance tracking of subcontractor(s) spend using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises (OMWBE) at

State of Washington, Department of Ecology
IAA No. C2600149
Entity Name: City of Richland, Hanford Communities

<https://omwbe.diversitycompliance.com/>. The Contractor and all Subcontractor(s) shall report and confirm receipt of payments made to the Contractor and each Subcontractor through Access Equity.

The Contractor may contact ecyrenwpcntracts@ecy.wa.gov for technical assistance in using the Access Equity system. Changes to the contact information may be communicated to the CONTRACTOR by email, and does not require an amendment.

User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. ECOLOGY reserves the right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Agreement, at any tier and regardless of status as certified WMBE or Non-WMBE.

The Contractor shall:

- a. Register and enter all required Subcontractor information into Access Equity no later than fifteen (15) days after ECOLOGY creates the file (Contract Record) in Access Equity.
- b. Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after ECOLOGY creates the file (Contract Record) in Access Equity.
- c. Report the amount and date of all payments
 - i. received from ECOLOGY, and
 - ii. paid to Subcontractors, no later than fifteen (15) days after the issuance of each payment made by ECOLOGY to the Contractor, unless otherwise specified in writing by ECOLOGY, except that the Contractor shall mark as "Final" and report the final Subcontractor payments into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Agreement, with all payment information entered no later than sixty (60) days after end of fiscal year, June 30.
- d. Monitor Agreement payments and respond promptly to any requests or instructions from ECOLOGY or system-generated messages to check or provide information in Access Equity.
- e. Coordinate with Subcontractors, or ECOLOGY, when necessary, to resolve promptly any discrepancies between reported and received payments.
- f. Require each Subcontractor to:
 - i. register in Access Equity and complete the required user training.
 - ii. verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity.
 - iii. report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein.
 - iv. respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and
 - v. coordinate with Contractor, or ECOLOGY, when necessary, to resolve promptly any discrepancies between reported and received payments.

19. SUSPENSION FOR CONVENIENCE

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

State of Washington, Department of Ecology
IAA No. C2600149
Entity Name: City of Richland, Hanford Communities

20. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

21. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

22. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

23. AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:

Name: Ryan Miller
Address: 3100 Port of Benton Blvd.
Richland, WA 99354
Phone: (509) 537-2228
Email: ryan.miller@ecy.wa.gov

The HANFORD COMMUNITIES Representative is:

Name: Jon Amundson
Address: 625 Swift Boulevard, MS-04
Richland, WA 99352
Phone: (509) 942-7380
Email: jamundson@ci.richland.wa.us

State of Washington, Department of Ecology
IAA No. C2600149
Entity Name: City of Richland, Hanford Communities

24. ALL WRITINGS CONTAINED HEREIN

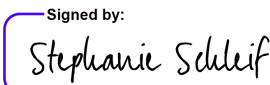
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.


The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

**State of Washington
Department of Ecology**

City of Richland, Hanford Communities

By:  Signed by: 5122F30457A2464... 5/11/2026
Signature Date

By:  DocuSigned by: B8FA8D989370498... 5/12/2026
Signature Date

Stephanie Schleif
Print Name

Nuclear Waste Program Manager
Title

Jon Amundson
Print Name

Richland City Manager
Title

State of Washington, Department of Ecology
IAA No. C2600149
Entity Name: City of Richland, Hanford Communities

APPENDIX A

STATEMENT OF WORK AND BUDGET

ECOLOGY and HANFORD COMMUNITIES initiated work under Contract C9900100 in 1999. Contracts have been continued every year. HANFORD COMMUNITIES has a unique role and a credible voice to generate local awareness and involvement in Hanford cleanup efforts. This Agreement ensures that it has sufficient funding to continue with its work to inform and generate local public involvement in the Hanford cleanup.

- 1) A quarterly status report is required to document status and completion of planned work.
- 2) Monthly meetings will be conducted between Ecology's Nuclear Waste Program communications manager and the Hanford Communities Executive Director to discuss emerging contract issues, and to document any workload adjustments through the contract term.

Task 1:

Enhance, maintain, and update "hanfordcommunities.org" website and social media platforms. Work to maintain a more dynamic presence, reflecting new developments and changing circumstances relating to Hanford. Promote the website on social media. Build audiences on all utilized platforms, including strategic use of boosted/paid posts.

- Quarterly: Provide website analytics to show changes – growth and areas for improvement. Provide analytics to track social media engagement. These analytics are part of the quarterly status report. Provide updates on major additions or revisions made to website.

Task 2

Publish at least three Hanford Communities email distributions annually.

- Quarterly: Report number of digital distributions; number of recipients per digital distribution.

Task 3

Support Ecology public involvement, outreach, and education efforts, including:

- Coordinate at least one "town hall" or similar event annually with elected officials, Hanford Communities Board, and Ecology management. Develop agenda in collaboration with Ecology on mutually agreed upon topics. Event can include all Tri-Party Agreement agencies, or just Ecology.
- When developing informational public materials, create or share content that highlights Ecology's role and ongoing work in Hanford cleanup.
- Seek opportunities for Ecology leadership and/or communications staff to present/discuss Nuclear Waste Program work and Hanford issues with community organizations and elected officials. Opportunities should ideally be provided with 3-4 weeks advance notice.
Quarterly: Report on activities – number of potential outreach and education opportunities identified; any "town hall" or related event(s) held; informational materials about Ecology developed or shared; and other presentation or discussion opportunities identified/proposed.

State of Washington, Department of Ecology
 IAA No. C2600149
 Entity Name: City of Richland, Hanford Communities

Task 4

Work to incorporate and/or maintain the following principles in ongoing communications:

- Strive to incorporate environmental justice considerations into communications and better reach historically overburdened and underserved communities that have been impacted or may be impacted by Hanford.
- Maintain website with updated and relevant information.
- Share information about public meetings, comment periods, and other public engagement opportunities on website, social media platforms, and with newsletter recipients.
- Create content that is relatively brief, easily digestible, and shareable.
- Ensure content released on the website, social media channels, and in newsletters meets accessibility standards to include alternative text, captioning, language access considerations, and follows writing for the web and/or plain talk principles.
- Seek opportunities for interviews on local radio stations and potentially establish reoccurring updates or appearances.
- Seek opportunities to build relationships with established and credible online news sources (web series, podcasts, etc.) and coordinate interviews and appearances when possible.

Quarterly: Report on activities – activities and achievements covered in this list.

Document Accessibility Requirements

ECOLOGY has identified those documents intended to be published, posted, or hosted on ECOLOGY’s public web site, namely, potential educational documents Hanford Communities creates. The CONTRACTOR shall provide these documents in both their “native format” (such as Word, Excel, or PowerPoint) and in PDF format (latest version of Adobe Acrobat Pro or compatible). The CONTRACTOR shall run the PDF Accessibility Checker’s report and provide the report with the delivered documents. The PDF documents must satisfactorily pass the Adobe Acrobat Pro Accessibility Checker (Full Check). ECOLOGY will review the PDF Accessibility results and may request the CONTRACTOR remedy any known issues. ECOLOGY reserves the right to perform independent testing to validate accessibility and may require the CONTRACTOR remedy any identified issues before acceptance of the documents. For assistance concerning accessibility, visit Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>).

Budget:

Item	Description	Amount
1	Total Staffing Costs (tasks 1-4)	\$95,000
2	Support Services Contract (tasks 1-4)	\$5,000
	Total Project Cost	\$100,000

State of Washington, Department of Ecology
IAA No. C2600149
Entity Name: City of Richland, Hanford Communities

APPENDIX B
SPECIAL TERMS AND CONDITIONS

- 1) Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion
 - a) CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
 - b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 - c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
 - d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
 - g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
 - h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in [The System for Award Management](#) and print a copy of completed searches to document proof of compliance.

2) Accessibility Requirements for Covered Technology

CONTRACTOR must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under this Contract, providing equal access to information technology by individuals with disabilities, including and not limited to web

State of Washington, Department of Ecology

IAA No. C2600149

Entity Name: City of Richland, Hanford Communities

sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on ECOLOGY's public web site.



COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 7/7/2026

Agenda Category: Items - Approval

Strategic Priority I - High Performance Government

Subject

Appointment to the Parks & Recreation Commission: Eric Bostrom

Department/Office

City Clerk

Ordinance/Resolution Number

Document Type

General Business Item

Recommended Motion

Appoint Eric Bostrom to the unexpired term of Position No. 3 on the Parks & Recreation Commission.

Summary

A vacancy in Position No. 3 on the Parks & Recreation Commission was created when member Patti Jones resigned effective May 28, 2026.

During the recruitment period, two (2) applications were received. One applicant, Eric Bostrom, currently serves on the Richland Code Enforcement Board.

Parks & Recreation Commission Chair Gutierrez, Vice-Chair Hodges, Parks & Public Facilities Director Waite, and Council Liaison Holten reviewed both applications and interviewed both applicants on Tuesday, June 30, 2026. Following the interviews, the interview panel recommends appointing Eric Bostrom to fill the unexpired term of Position No. 3.

The appointment will be effective July 8, 2026 and will expire on March 31, 2028.

Application materials are on file in the City Clerk's Office.

Fiscal Impact

None.

Attachments

- I. Parks & Recreation Commission Appointment Recommendation Memo

CITY OF RICHLAND
PARKS & RECREATION

625 Swift Boulevard, MS-13
Richland, WA 99352
(509) 942-7390



MEMORANDUM

TO: City Council

FROM: Patty Roe, Administrative Assistant II

DATE: July 7, 2026

SUBJECT: Richland Parks & Recreation Commission Appointment Recommendation

A total of two (2) applications were received during the recruitment period to fill the vacancy in Position No. 3 on the Parks & Recreation Commission.

On Tuesday, June 30, 2026, Parks & Recreation Chair Gutierrez, Vice-Chair Hodges, Parks & Public Facilities Director Waite, and Council Liaison Holten interviewed both applicants. Following the interviews, the interview committee recommends the following appointment:

Position No. 3: Eric Bostrom

The unexpired term for Position No. 3 will be effective immediately upon Council appointment and will run through March 31, 2028.



COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 7/7/2026

Agenda Category: Items - Approval

Strategic Priority I - High Performance Government

Subject

Appointment to the Richland Public Facilities District Board: Carol Moser and Steven Wiley

Department/Office

City Clerk

Ordinance/Resolution Number

Document Type

General Business Item

Recommended Motion

Appoint Carol Moser to Position No. 1 and reappoint Steven Wiley to Position No. 2 on the Richland Public Facilities District Board.

Summary

The terms for Position Nos. 1 and 2 on the Richland Public Facilities District Board will expire July 15, 2026. Five (5) applications were received during the May 11-24, 2026 recruitment period. Mayor Richardson, Councilmember Jones, and City Manager Amundson reviewed all applications and interviewed all candidates.

Following the interview process, the following individuals were selected for appointment:

Position No. 1 - Carol Moser

Position No. 2 - Steven Wiley

The term for both positions is four (4) years, and will commence on July 16, 2026 through July 15, 2030.

Candidate information is available in the City Clerk's Office.

Fiscal Impact

None.

Attachments

- I. RPFDB Member Appointment Recommendation

CITY OF RICHLAND
OFFICE OF THE CITY MANAGER

625 Swift Boulevard, MS-4
Richland, WA 99352
(509) 942-7390



MEMORANDUM

TO: City Council

FROM: Jon Amundson, City Manager

DATE: June 30, 2026

SUBJECT: Richland Public Facilities District Board Member Appointment

A total of five (5) applications were received during the recruitment period to fill two (2) upcoming vacancies on the Richland Public Facilities District Board.

On Monday, June 29, 2026, Mayor Richardson, Councilmember Jones, and City Manager Amundson interviewed all five (5) applicants. Following the interviews, the interview committee recommends the following appointments:

Position No. 1 – Carol Moser

Position No. 2 – Steven Wiley

The terms for Position Nos. 1 and 2 will be effective July 16, 2026 and will run through July 14, 2030.



COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 7/7/2026

Agenda Category: Items of Business

Strategic Priority 4 - Quality of Life

Subject

Ordinance No. 2026-16, Establishing Chapter 11.60 of the Richland Municipal Code related to Automated Traffic Safety Cameras

Department/Office	Ordinance/Resolution Number	Document Type
City Manager	2026-16	Ordinance

Recommended Motion

Give first reading to Ordinance No. 2026-16, establishing Chapter 11.60 of the Richland Municipal Code related to automated traffic safety cameras.

Summary

In 2024, the Washington State Legislature expanded the opportunities for municipalities to use automated traffic safety cameras. New legislation requires the passage of a local ordinance before a program can be initiated. The purpose of Ordinance No. 2026-16 is to ensure that Richland's local automated traffic camera program meets the regulatory requirements identified in RCW 46.63.220. At a minimum, the ordinance must include:

- Use of automated traffic safety cameras in authorized locations.
- Cameras may only take pictures of the vehicle and license plate while the infraction is occurring.
- A notice of infraction must be mailed to the registered owner of the vehicle within 14 days.
- Camera locations must be clearly marked at least 30 days prior to activation.
- Equity analysis must be completed for new camera locations.
- Compensation to any vendor must be based only on the value of the equipment and services and not based on any portion of revenue or fines.
- Restrictions on the use of revenue to support the program or other traffic safety projects.

When properly implemented, automated traffic safety camera programs have been shown to significantly improve driver behavior. Throughout the United States and in many countries around the world, studies reviewing the effectiveness of speed safety cameras have consistently demonstrated positive safety outcomes. The National Highway Traffic Safety Administration (NHTSA) evaluated eight (8) speeding countermeasures and gave the use of speed enforcement cameras its highest rating for effectiveness.

On February 24, 2026, City Council received a briefing from staff on the merits, regulations, and requirements for the use of automated traffic safety cameras. This ordinance does not authorize the purchase or installation of automated traffic safety cameras. Instead, approval of proposed Ordinance No. 2026-16 is limited to adopting the local code provision required to support a future automated traffic safety cameras program.

Staff recommends approval of Ordinance No. 2026-16 for first reading.

Fiscal Impact

Amending the Richland Municipal Code has no direct fiscal impact. Ordinance No. 2026-16 is an initial step in establishing the legal authority for an automated traffic enforcement program in Richland. Future fiscal impacts will be addressed through the City's established budget and administrative processes, consistent with applicable policies and procedures.

Attachments

- I. Ordinance No. 2026-16

ORDINANCE NO. 2026-16

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING TITLE 11: TRAFFIC OF THE RICHLAND
MUNICIPAL CODE BY CREATING A NEW CHAPTER 11.60
RELATED TO AUTOMATED TRAFFIC SAFETY CAMERAS.**

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code to promote the health, safety, and general welfare of the citizens and visitors of Richland; and

WHEREAS, in 2000, Washington State wrote its first Target Zero strategic plan with the goal of eliminating traffic deaths and serious injuries. The current version of the plan integrates a Safe System Approach to reach Target Zero. Essential elements of a safe system include safe roads, safe drivers, and safe speeds; and

WHEREAS, Vision Zero acknowledges that many factors contribute to safe mobility, including roadway design, speeds, behaviors, technology, and policies, and strives to achieve the goal of zero fatalities and severe injuries through use of clear, measurable strategies; and

WHEREAS, to comply with federal requirements, a local Comprehensive Safety Action Plan (CSAP) must be accompanied by an agency commitment to a goal of zero roadway fatalities and serious injuries by a date certain; and

WHEREAS, on March 1, 2022, Richland City Council adopted the City of Richland's Local Road Safety Plan through adoption of Resolution No. 2022-33; and

WHEREAS, on November 15, 2022, Richland City Council approved a consultant agreement to update the Local Road Safety Plan to align with USDOT's criteria for a Comprehensive Safety Action Plan through adoption of Resolution No. 2022-139; and

WHEREAS, on June 20, 2023, Richland City Council committed the City of Richland to a Vision Zero goal of achieving zero traffic deaths and serious injuries on Richland streets by 2035 through adoption of Resolution No. 2023-89; and

WHEREAS, on February 20, 2024, Richland City Council adopted the 2024 CSAP in furtherance of the City's fundamental community safety objectives, including improving the health and safety for users of its street system, through adoption of Resolution No. 2024-30; and

WHEREAS, the City's 2024-2026 Strategic Plan targets improvements in community safety as a focus area; and

WHEREAS, the Washington Traffic Safety Commission (WTSC) and the National Transportation Safety Board (NTSB) recommend the use of automated traffic safety cameras as an effective countermeasure in reducing the frequency and severity of speed-related crashes, including a reduction in excessive speeding; and

WHEREAS, in 2024, the Washington State Legislature made substantial statutory changes expanding the opportunities for cities to use speed safety cameras; and

WHEREAS, the Richland Municipal Code must be updated to continue planning and implementation of an automated traffic safety enforcement program.

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

Section 1. A new chapter, entitled Automated Traffic Safety Cameras, is hereby created and codified as Chapter 11.60 RMC, and shall read as follows:

**Title 11
TRAFFIC**

Chapters:

- 11.01 State Provisions Adopted – Penalty for Violations**
- 11.04 Enforcement and Obedience to Traffic Regulations**
- 11.06 Engine Brakes**
- 11.08 Speed Regulations**
- 11.12 One-Way Streets and Alleys**
- 11.15 Wheeled All-Terrain Vehicles**
- 11.30 Stopping, Standing, or Parking Restricted or Prohibited on Certain Streets and in Municipal Parking Lots**
- 11.31 Removal of Unauthorized Vehicles**
- 11.33 Storage and Parking of Boats, Campers (Pickup), Large Vehicles, Motor Homes, Recreational Vehicles, Snowmobiles, Utility Trailers or Storage Containers**
- 11.34 Impound of Vehicles**
- 11.40 Schedules of Designated Streets Referred to in Ordinance**
- 11.42 Operation of Vehicles on City Property**
- 11.50 Skateboards/Skating**
- 11.60 Automated Traffic Safety Cameras**

Chapter 11.60
AUTOMATED TRAFFIC SAFETY CAMERAS

Sections:

- 11.60.001 Purpose.**
- 11.60.005 Issuing other infractions.**
- 11.60.010 Authorized use of automated traffic safety cameras.**
- 11.60.020 Restriction on use of automated traffic safety cameras.**
- 11.60.030 Signage, public notice, and reporting.**
- 11.60.040 Notice of infraction detected through automated traffic safety camera.**
- 11.60.050 Request for hearing.**
- 11.60.060 Presumption of committed infraction – Presumption overcome.**
- 11.60.070 Infractions Processed.**

11.60.080 Penalties.

11.60.090 Manufacturer or vendor contract requirements.

11.60.100 Use of Revenue.

11.60.110 Severability.

11.60.001 Purpose.

This chapter establishes an automated traffic safety camera program consistent with RCW 46.63.170 through 46.63.260, as now existing or hereafter amended. The use of traffic safety cameras is recommended by the National Transportation Safety Board and has been used effectively to change behavior and reduce crashes.

11.60.005 Issuing other infractions.

Nothing in this chapter prohibits a law enforcement officer from issuing a notice of traffic infraction to a person in control of a vehicle at the time a violation occurs under RCW 46.63.030(1)(a), (1)(b), or (1)(c).

11.60.010 Authorized use of automated traffic safety cameras.

A. Pursuant to RCW 46.63.220 through 46.63.260, the City authorizes the use of automated traffic safety cameras, as defined in RCW 46.63.210, to detect traffic violations at the following locations:

1. Stoplight violations at the intersection of two or more arterials, subject to RCW 46.63.230, as adopted.
2. Speed violations within hospital speed zones;
3. Speed violations within public park speed zones;
4. Speed violations within school speed zones;
5. Speed violations within school walk zones;
6. Speed violations within roadway work zones, except that a notice of infraction may only be issued if an automated traffic safety camera captures a speed violation when workers are present;
7. Railroad grade crossing violations, subject to RCW 46.63.240, as adopted or hereafter amended;
8. State highways within city limits that are classified as city streets under Chapter 47.24 RCW, provided the city notifies the Washington State Department of Transportation when it installs an automated traffic safety camera;
9. In addition to the automated traffic safety cameras that may be authorized for specified zones or roads in subsection (1) through (8) of this section, the city is authorized to use one additional automated traffic safety camera per 10,000 population to detect speed violations in locations deemed to experience higher crash risks due to excessive vehicle speeds based on an analysis performed by the city transportation department using a multifactor safety analysis.

Evidence obtained through automated traffic safety cameras may be reviewed, and notices of infraction may be issued, by persons authorized under RCW 46.63.030(1)(d), as now existing or hereafter amended.

B. Before adding or relocating automated traffic safety cameras to a new location, the city will prepare an analysis of the locations where automated traffic safety cameras are proposed to be located. At a minimum, the analysis will include:

1. Equity considerations, including the impact of the camera placement on livability, accessibility, economics, education, and environmental health; and

2. Demonstrated need for traffic cameras based on one or more of the following in the vicinity of the proposed camera location: travel by vulnerable road users, evidence of vehicles speeding, rates of collision, reports showing near collisions, and anticipated or actual ineffectiveness or infeasibility of other mitigation measures.

11.60.020 Restriction on use of automated traffic safety cameras.

A. Notices of infraction for automated traffic safety camera-detected speed violations may not be issued to the registered vehicle owner of:

1. A marked fire engine equipped with emergency lights and siren; or

2. An ambulance licensed by the Department of Health and equipped with emergency lights and siren.

B. Automated traffic safety cameras may not be used on an on-ramp to a limited access facility as defined in RCW 47.52.010.

C. Automated traffic safety cameras may only record images of the vehicle and vehicle license plate and only while an infraction is occurring. The image must not reveal the face of the driver or the faces of passengers in the vehicle. The primary purpose of camera placement is to record images of the vehicle and vehicle license plate when an infraction is occurring. The City shall consider installing automated traffic safety cameras in a manner that minimizes the impact of camera flash on drivers.

D. All photographs, microphotographs, or electronic images, or any other personally identifying data prepared under this chapter are for the exclusive use of authorized city employees in the discharge of duties under this chapter and the use and retention of such shall be in a manner consistent with the provisions of RCW 46.63.220, as adopted or hereafter amended.

11.60.030 Signage, public notice, and reporting.

A. The city shall clearly mark all locations where automated traffic safety cameras are in use by placing signs at least 30 days prior to activation of the camera in locations that clearly indicate to a driver that: (1) the driver is within an area where automated traffic safety cameras are authorized or (2) the driver is entering an area where violations are enforced by an automated traffic safety camera. The signs must be readily visible to a driver approaching an automated traffic safety camera. Signs shall be posted in accordance with the specifications and guidelines under the Manual on Uniform Traffic Control Devices for Streets and Highways as adopted under Chapter 47.36 RCW.

B. The city shall post restrictions and other automated traffic safety camera policies on its website.

C. The city shall post an annual report on its website which shall include, at a minimum:

1. The number of traffic crashes that occurred at each location where an automated traffic safety camera is located;

2. The number of notices of infraction issued for each camera;

3. The percentage of revenues received from fines issued from automated traffic safety camera infractions that were used to pay for the costs of the automated traffic safety camera program; and

4. A description of the uses of revenues that exceeded the costs of operation and administration of the automated traffic safety camera program by the city.

D. If the city is using automated traffic safety cameras, it shall provide the Washington Traffic Safety Commission with data the Commission requests consistent with reporting requirements under RCW 46.63.220(8), as adopted or hereafter amended.

E. Installation of photo enforcement signage prior to traffic safety camera activation and information related to the city's automated traffic safety camera program posted on the city's website constitute the minimum public notice for automated traffic safety camera locations, though additional forms of public notice may also be given.

11.60.040 Notice of infraction detected through automated traffic safety camera.

A. Whenever any vehicle is photographed by an automatic traffic safety camera, a notice of infraction shall be mailed to the registered owner of the vehicle within 14 days of the violation, or to the renter of the vehicle within 14 days of establishing the renter's name and address under subsection B of this section.

B. If the registered owner of the vehicle is a rental car business, the issuing agency shall, before a notice of infraction is issued, provide a written notice to the rental car business that a notice of infraction may be issued to the rental car business if the rental car business does not, within 18 days of receiving the written notice, provide to the issuing agency by return mail:

1. A statement under oath stating the name and known mailing address of the individual driving or renting the vehicle when the infraction occurred; or

2. A statement under oath that the business is unable to determine who was driving or renting the vehicle at the time the infraction occurred because the vehicle was stolen at the time of the infraction. The statement must be accompanied by a copy of a filed police report regarding the vehicle theft;

3. In lieu of identifying the vehicle operator, the rental car business may pay the applicable penalty. Timely mailing of this statement to the issuing agency relieves a rental car business of any liability under this chapter for the notice of infraction.

C. The notice of infraction shall include with it a certificate or facsimile thereof, based upon inspection of photographs, microphotographs, or electronic images produced by an automated traffic safety camera, stating the facts supporting the notice of infraction.

11.60.050 Request for hearing.

A person receiving a notice of infraction based on evidence detected through an automated traffic safety camera shall have the opportunity to respond to the notice of infraction and to request a hearing in accordance with Chapter 46.63 RCW, the Infraction Rules for Courts of Limited Jurisdiction (IRLJ), and the instructions provided with the notice of infraction.

11.60.060 Presumption of committed infraction – Presumption overcome.

A. The certificate or facsimile provided in the notice of infraction is prima facie evidence of the facts contained in it and is admissible in a proceeding charging a violation under this chapter. The photographs, microphotographs, or electronic images evidencing a violation must be available for inspection and admission into evidence in a proceeding to adjudicate the liability for the infraction.

B. In a traffic infraction case involving an infraction detected through the use of an automated traffic safety camera under RCW 46.63.220 through 46.63.260, proof that the particular vehicle described in the notice of traffic infraction was in violation of any such provision of RCW 46.63.220 through 46.63.260, together with proof that the person named in the notice of traffic infraction was at the time of the violation the registered owner of the vehicle, constitutes in evidence a prima facie presumption that the registered owner of the vehicle was the person in control of the vehicle at the point where, and for the time during which, the violation occurred.

C. This presumption may be overcome only if:

1. The registered owner states, under oath, in a written statement to the court or in testimony before the court that the vehicle involved was, at the time, stolen or in the care, custody, or control of some person other than the registered owner; or

2. In the case of a rental car business, satisfies the conditions under RMC 11.60.040(B). If appropriate under the circumstances, a renter identified under RMC 11.60.040 is responsible for an infraction

11.60.070 Infractions Processed.

Infractions detected through the use of automated traffic safety cameras are not part of the registered owner's driving record under RCW 46.52.101 and 46.52.120. Additionally, infractions generated by the use of automated traffic safety cameras under this chapter shall be processed in the same manner as parking infractions including for the purposes of RCW 3.50.100, 35.20.220, 46.16A.120, and 46.20.270(2).

11.60.080 Penalties.

A. The amount of the fine issued for any infraction generated through the use of an automated traffic safety camera may be adjusted for inflation every five years, beginning January 1, 2029, based on changes in the consumer price index during that time period. Such adjustments will be reflected in the City's published Fee Schedule.

B. The fine for a stoplight infraction issued under this chapter is \$124.00.

C. The fine for a school zone speed infraction issued under this chapter is \$248.00.

D. The fines for all other speed infractions issued under this chapter is \$124.00.

E. Fees and penalties for failure to respond shall follow the standard schedule for infractions in Benton County District Court.

F. Except as provided in this subsection, registered owners of vehicles who receive notices of infraction for automated traffic safety camera-enforced infractions and are recipients of public assistance under Title 74 RCW or participants in the Washington Women, Infants, and Children Program, and who request reduced penalties for infractions detected through the use of automated traffic safety camera violations, shall be granted reduced penalty amounts of 50 percent of what would otherwise be assessed for a first automated traffic safety camera violation and for subsequent automated traffic safety camera violations issued within 21 days of issuance of the first automated traffic safety camera violation. Eligibility for Medicaid under RCW 74.09.510 is not a qualifying criterion under this subsection. Registered owners of vehicles who receive notices of infraction shall be provided with information on their eligibility and the opportunity to apply for a reduction in penalty amounts through the mail or internet.

11.60.090 Manufacturer or vendor contract requirements.

A. The compensation paid to the manufacturer or vendor of the equipment used for the automated traffic safety cameras program shall be based only on the value of the equipment and services provided or rendered in support of the system and shall not be based on a portion of the fine or civil penalty imposed or the revenue generated by the equipment.

B. If the contract between the city and manufacturer or vendor of the equipment does not provide for performance or quality control measures regarding camera images, the city shall perform a performance audit of the manufacturer or vendor of the equipment every three years to review and ensure that images produced from automated traffic safety cameras are sufficient for evidentiary purposes as described in this chapter.

11.60.100 Use of Revenue.

A. The city shall only use revenue generated by an automated traffic safety camera program as authorized under this chapter for:

1. The cost to administer, install, operate, and maintain the automated traffic safety cameras, including the cost of processing infractions; and

2. Traffic safety activities related to construction and preservation projects and maintenance and operations purposes.

B. Except as provided in subsection A of this section, beginning four years after an automated traffic safety camera authorized under this chapter is initially placed and in use, 25 percent of the noninterest revenue received for infractions issued by such cameras in excess of the cost to

administer, install, operate, process infractions, and maintain the cameras, must be deposited into the Cooper Jones active transportation safety account created in RCW 46.68.480.

11.60.110 Severability.

If any provision of this section is held invalid, such invalidity shall not affect any other provision, or the obligation thereof, which can be given effect without the inviolate provision or application, and to this end the provisions of this section are declared to be severable.

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

Section 3. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____



COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 7/7/2026

Agenda Category: Items of Business

Strategic Priority I - High Performance Government

Subject

Resolution No. 2026-93, Declaring Surplus and Authorizing Relinquishment of Portions of Two Easements lying within Parcel 1 and 2 of Record of Survey No. 6256

Department/Office

Public Works

Ordinance/Resolution Number

2026-93

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2026-93, authorizing the City Manager to sign and execute all documents necessary to relinquish the City's interest in certain portions of two easements lying within Parcel 1 and 2 of Record of Survey No. 6256.

Summary

The property owners, Falconcrest Development LLC and Prodigy Homes Inc., have requested relinquishment of portions of two (2) separate easements to enable the completion of a proposed land division. The proposed easement relinquishments are for a portion of a No Access Easement and a Secondary Emergency Vehicle Access (SEVA) located on a proposed short plat of Lot 27 of the existing Plat of Falconcrest Phase I (AFN 2012-040924) and Tract B, Plat of Falconridge Phase I (AFN 2022-003878).

The portions of easements to be relinquished are no longer needed for municipal purposes because the proposed short plat will relocate the SEVA route to follow the proposed property line and remove a portion of the one-foot-wide No Access Easement, resulting in an unobstructed SEVA connection to Morency Drive and access to Parcels 1 and 2 of Record of Survey No. 6256. The owner of the proposed short plat desires to gain plat approval and start residential development. As a condition of the City relinquishing a portion of the existing SEVA easement, the property owner of the proposed short plat agrees to grant the City an easement on the plat for the relocated SEVA.

RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes. On July 5, 2026, a notice was published stating that a public hearing would be held on July 7, 2026 to take public testimony regarding this surplus action.

Staff recommends adoption of Resolution No. 2026-93.

Fiscal Impact

None.

Attachments

- I. Resolution No. 2026-93

RESOLUTION NO. 2026-93

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT
OF PORTIONS OF TWO EASEMENTS LYING WITHIN PARCEL 1
& 2 RECORD OF RECORD OF SURVEY NO. 6256.**

WHEREAS, the property owners, Falconcrest Development LLC and Prodigy Homes Inc., have requested relinquishment of a portion of two (2) separate easements in order to enable the completion of a proposed platting action; and

WHEREAS, the proposed easement relinquishments are for a portion of a No Access Easement and a portion of a Secondary Emergency Vehicle Access (SEVA) Easement located on a proposed short plat of Lot 27 of existing Plat of Falconcrest Phase 1 (AFN 2012-040924) and Tract B, Plat of Falconridge Phase 1 (AFN 2022-003878); and

WHEREAS, the portions of easements to be relinquished, legally described on **Exhibit A** and **Exhibit B** and depicted on **Exhibit A1** and **Exhibit B1**, are no longer needed for municipal purposes because the proposed short plat will relocate the SEVA route to follow the proposed property line and remove a portion of the one-foot-wide No Access Easement, resulting in an unobstructed SEVA connection to Morency Drive and access to Parcels 1 and 2 of Record of Survey No. 6256; and

WHEREAS, as a condition of the City relinquishing a portion of the existing SEVA easement, the property owner of the proposed short plat agrees to grant the City an easement for the relocated SEVA on the short plat; and

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

WHEREAS, on July 5, 2026, notice was duly published that a public hearing would be held on July 7, 2026 to take public testimony regarding this surplus action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the portion of two existing easements, as legally described in **Exhibit A** and **Exhibit B** and depicted on **Exhibit A1** and **Exhibit B1**, attached hereto, are hereby found to be surplus to the City's needs.

BE IT FURTHER RESOLVED that, as a condition of this easement relinquishment, the applicant shall dedicate the new SEVA by recording the proposed short plat simultaneously with the recordation of this easement relinquishment.

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 the City Manager is authorized to sign and execute all documents necessary to relinquish the City’s interests in the certain portions of easements legally described in **Exhibit A** and **Exhibit B** and depicted by hatching on **Exhibit A1** and **Exhibit B1**, and to deliver the same upon payment.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of July, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Exhibit A
Legal Description

That portion of that No Access Easement dedicated on the Plat of Falconridge Phase 1, according to the plat thereof recorded in volume 15 of plats, page 730, records of Benton County, Washington, more particularly described as follows:

Commencing at the westerly most corner of that parcel depicted as "Parcel 1" on that record survey recorded in Volume 1 of surveys, page 6256, records of Benton County, Washington, said point lying on the southerly right-of-way margin of Morency Drive; Thence North $58^{\circ}41'12''$ East 100.88 feet along said Southerly right-of-way margin to the beginning of a tangent curve, concave to the northwest, having a radius of 627.00 feet; Thence northeasterly 11.76 feet along the arc of said curve and along said Southerly right-of-way margin through a central angle of $1^{\circ}04'28''$ to the **Point of Beginning**;

Thence continuing northeasterly 20.72 feet along the arc of said curve and along said Southerly right-of-way margin through a central angle of $1^{\circ}53'37''$; Thence leaving said Southerly right-of-way margin South $48^{\circ}28'51''$ East 1.03 feet to a point on the Southerly margin of said No Access Easement, said point being the beginning of a non-tangent curve, concave to the northwest, having a radius of 628.00 feet; Thence southwesterly 20.72 feet along the arc of said curve and along the Southerly margin of said No Access Easement through a central angle of $1^{\circ}53'25''$ (the long chord of said curve bears South $56^{\circ}38'27''$ West 20.72 feet); Thence leaving the Southerly margin of said No Access Easement North $48^{\circ}28'51''$ West 1.04 feet to the **Point of Beginning**.

Exhibit A1

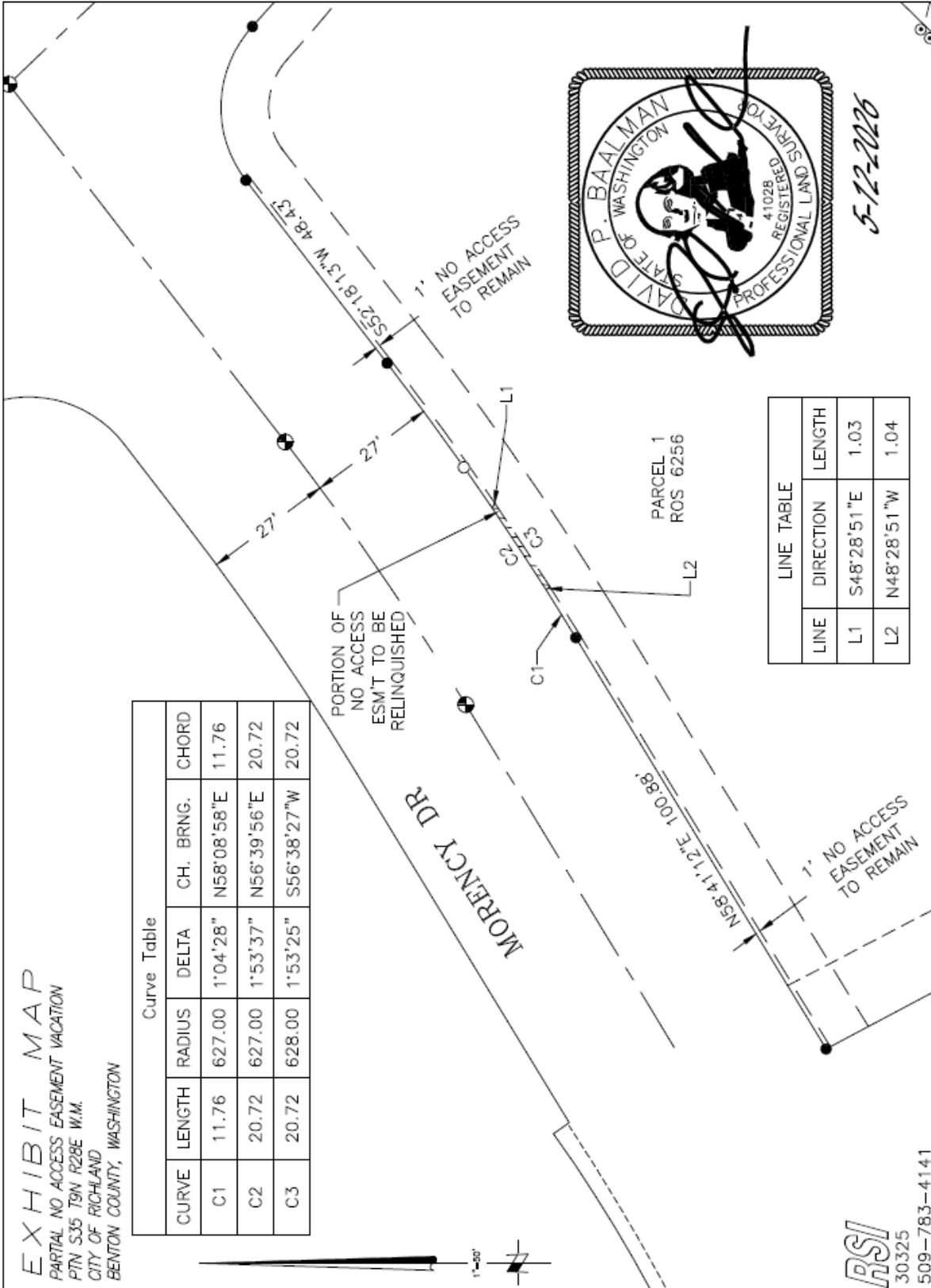


Exhibit B
Legal Description

The southerly and southwesterly 10.00 feet of that 20.00 feet wide Secondary Emergency Vehicle Access easement dedicated on the Plat of Falconcrest Phase 1, according to the plat thereof recorded in volume 15 of plats, page 454, records of Benton County, Washington, lying in those parcels described as "Parcel 1" and "Parcel 2" on that record survey recorded in volume 1 of surveys, page 6256, records of Benton County, Washington.

Exhibit B1

