

**CITY OF WEST RICHLAND
RESOLUTION NO. 20-21**

**A RESOLUTION OF THE CITY OF WEST RICHLAND, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AND EXECUTE AN AGREEMENT
FOR IMPROVEMENT OF A PORTION OF PARADISE WAY STREET
FRONTAGE WITH 7HA VENTURES LLC AND DEREK V. ALEXANDER.**

WHEREAS, the City is in the process of designing and constructing a new rural road from approximately 313 feet east of Waylon Drive to 328 feet west of Onyx Avenue (commonly known as the gap in Paradise); and

WHEREAS, the construction of the gap in Paradise Way will connect Paradise Way to SR 224; and

WHEREAS, 7HA Ventures LLC and Derek V. Alexander desire to partner with the City to improve both sides of Paradise Way along the frontage of their proposed Watermark Subdivision as part of the City's rural road project; and

WHEREAS, the City will design and construct Paradise Way including the Watermark Subdivision development required street frontage; and

WHEREAS, 7HA Ventures LLC and Derek V. Alexander will reimburse the City for additional costs associated with constructing said portion of Paradise Way as a complete street rather than just a rural roadway; and

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF WEST RICHLAND, WASHINGTON, does hereby resolve as follows:

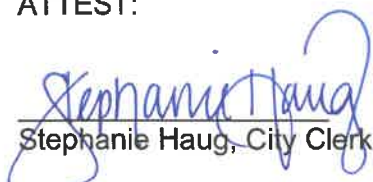
Section 1. The City Council of West Richland, Washington, authorizes the Mayor to sign and execute the agreement as shown in Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON, this 1st day of June, 2021.


Brent Gerry, Mayor

ATTEST:


Stephanie Haug, City Clerk

APPROVED AS TO FORM:


Bronson Brown, City Attorney

AGREEMENT
BETWEEN
CITY OF WEST RICHLAND
AND
7HA VENTURES LLC & DEREK V. ALEXANDER
FOR IMPROVEMENT OF A PORTION OF PARADISE WAY STREET FRONTAGE

THIS AGREEMENT is made this 1 day of June, 2021, by and between the CITY OF WEST RICHLAND, a municipal corporation, hereinafter called “City” and 7HA Ventures LLC, a limited liability company, and Derek V. Alexander, individual, hereinafter collectively called “Alexanders”.

WHEREAS, the City is in the process of designing and constructing a new rural road from approximately 313 feet east of Waylon Drive to 328 feet west of Onyx Avenue;

WHEREAS, the Alexanders desires to partner with the City to improve both sides of Paradise Way along the frontage of their proposed Watermark Subdivision as part of the City’s rural road project; and

WHEREAS, the City will design and construct the Watermark Subdivision development required street frontage per this agreement; NOW THEREFORE,

BE IT AGREED by and between the parties as follows:

(1) City Responsibilities.

- (a) The City will design and construct Paradise Way (approximately 1,731 linear feet) as a forty-six (46) foot wide arterial roadway with three (3) inches of asphalt pavement over eleven (11) inch crushed rock, concrete curb and gutter, five (5) foot sidewalks separated by 5 foot buffers, storm drainage facilities, street lighting and an intersection at the east end with ADA accessible sidewalk ramps.
- (b) The City will track the frontage improvement bid items separately from the City bid items during construction, except for the storm drainage.
- (c) The City will share in a percentage for the storm drainage bid items, which is based on the additional 10 feet of width required for a Major Collector (46 feet wide) versus a typical Local road (36 feet wide). 78.26% Developer share and 21.74% City share.

- (d) The City shall advertise and begin construct of the improvements in 2021.
- (e) The City shall not allow the City's contractor to work on said project until September 1, 2021, unless authorized by the Alexanders to proceed earlier.
- (f) The City shall be responsible for design and construction inspection costs.

(2) **Alexander's Responsibilities.**

- (a) Alexanders try to complete the mass grading for the proposed Watermark Subdivision, which requires crossing of Paradise Way with loaded equipment, by August 31st, 2021, unless authorized by the City to be completed at a later date.
- (b) Alexanders understand that mass grading for the proposed Watermark Subdivision which requires crossing of Paradise Way with loaded equipment will not be allowed between September 1, 2021 and November 1, 2021, unless coordination can be agreed to between the Alexanders, City and City's contractor for Paradise Way Phase 4.
- (c) Alexanders understand that mass grading for the propose Watermark Subdivision which requires crossing of Paradise Way with loaded equipment after November 1, 2021 or completion of Paradise Way Phase 4, whichever occurs first, will required traffic control as amended by City Engineer.
- (d) Alexanders will provide the City with the existing topographic survey data of the Paradise Way right of way within the project limits.

(3) **Compensation and Deposit.**

Alexanders will a pay a deposit of one hundred thousand (\$100,000) to the City by 3:00 pm on June 11, 2021 which is approximately twenty five percent of the engineers estimated value of the portion of the improvements the Alexanders are responsible for reimbursing the City for.

The actual amount due to the City will be based on the contractor bid unit prices for the actual quantities installed as shown below.

If the deposit is less than the actual amount due to the City for work completed, Alexanders shall pay the City the difference between the deposited amount and the actual amount within ten (10) days of the City's invoicing.

Under this agreement, Alexanders shall be responsible for reimbursing the City for the actual cost of the following estimated item quantities (estimated costs are shown for determining amount of deposit):

ROADWAY (FRONTAGE PORTION)				
DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL COST
Mobilization	1	LS	\$16,502.30	\$16,502.30
Construction Surveying	1	LS	\$5,000.00	\$5,000.00
Common Borrow Incl. Haul	680	CY	\$4.00	\$2,720.00
Embankment Compaction	1500	CY	\$6.00	\$9,000.00
Subgrade Preparation	1	LS	\$2,500.00	\$2,500.00
Construction Geotextile for Separation	1684	SY	\$3.00	\$5,052.00
Crushed Surfacing Top Course	140	CY	\$52.00	\$7,280.00
Crushed Surfacing Base Course	466	CY	\$50.00	\$23,300.00
HMA Cl. 1/2 In. PG 64-28	288	TONS	\$85.00	\$24,480.00
Cement Conc. Traffic Curb and Gutter	3476	LF	\$18.00	\$62,568.00
Cement Conc. Sidewalk	1888	SY	\$55.00	\$103,840.00
Cement Conc. Curb Ramp Type Parallel	4	EA	\$2,000.00	\$8,000.00
ADA Features Surveying	1	LS	\$500.00	\$500.00
Slope Protection Rock	1643	SY	\$8.00	\$13,144.00
Illumination (8 Poles)	1	LS	\$36,000.00	\$36,000.00
Developer Portion =100% (\$318,555.30)			TOTAL	\$318,555.30

STORM DRAINAGE				
DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL COST
Mobilization	1	LS	\$6,253.30	\$6,253.30
Construction Surveying	1	LS	\$1,500.00	\$1,500.00
Solid Wall PVC Storm Sewer Pipe 10 In.	794	LF	\$38.00	\$30,172.00
Shoring-Trench Safety Systems	794	LF	\$1.00	\$794.00
Catch Basin Type 1 City	12	EA	\$1,250.00	\$15,000.00
Catch Basin Manhole	3	EA	\$3,200.00	\$9,600.00
Precast Concrete Drywell, 12 Ft. Deep	7	EA	\$8,000.00	\$56,000.00
Catch Basin Frame and Grate, Adjust	1	EA	\$500.00	\$500.00
Manhole Frame and Cover, Adjust	1	EA	\$500.00	\$500.00
Developer Portion = (36/46) = 78.26% (\$93,731.45)			TOTAL	\$119,769.30

Overrun and/or underruns for bid items will be calculated and assigned based on a percentage between the City and the Alexanders bid schedules. The City will be responsible for the rural roadway limits and 21.74% of the storm drainage. The Alexanders will be responsible for the frontage roadway beyond the rural roadway limits and 78.26% of the storm drainage.

(5) **Termination.**

This Agreement will terminate if Alexanders do not make the required deposit to the City by deadline outlined in Section 3 or if the City Council does not award the project.

(6) **General Indemnification.**

The City and Alexanders each agree to defend and indemnify the other and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits, and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor or indemnitor. This provision shall survive the termination of this Agreement.

(7) **Captions.**

The paragraph and subsection captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

(8) **Entire Agreement.**

This Agreement contains the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the parties.

(9) **Governing Law.**

This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of this Agreement. In the event any party deems it necessary to institute legal action or proceedings to ensure any

right or obligation under this Agreement, the parties agree that such action shall be brought in a court of competent jurisdiction situated in Benton County, Washington.

(10) No Third Party Rights.

Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of any nonperformance hereunder.

(11) Amendment or Waiver.

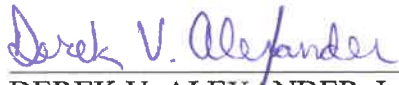
This Agreement may not be modified or amended except by written instrument approved by resolution or ordinance duly adopted by the City and the County. No course of dealing between the parties or any delay in exercising any rights hereunder shall operate as a waiver of any rights of any party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereto duly authorized, as of the dates set forth below their respective signatures.

ALEXANDERS

Date: MAY 24-21


HAROLD ALEXANDER, 7HA Ventures LLC

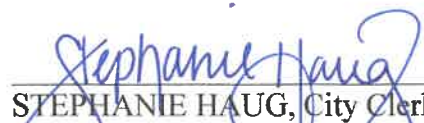

DEREK V. ALEXANDER, Individual

CITY OF WEST RICHLAND

Date: June 1, 2021


BRENT GERRY, Mayor/CEO

Attest:


STEPHANIE HAUG, City Clerk

Approved as to Form:

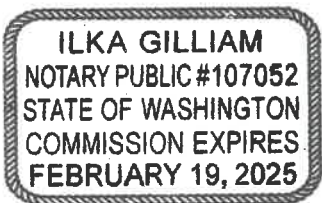

BRONSON BROWN, City Attorney

STATE OF WASHINGTON
COUNTY OF BENTON

ss.

I certify that I know or have satisfactory evidence that **Derek V. Alexander** is the person who appeared before me, and he acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 24th day of May, 2021



Ilka M Gilliam
(Signature of Notary)

Ilka M Gilliam
(Legible Print or Stamp Name of Notary)

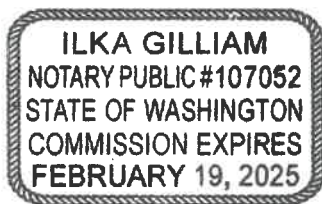
Notary public in and for the State of Washington, residing at
Kennelwick
My appointment expires 2-19-2025

STATE OF WASHINGTON
COUNTY OF BENTON

ss.

I certify that I know or have satisfactory evidence that **Harold Alexander** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **President of 7HA Ventures, LLC**, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this 24th day of May, 2021



Ilka M Gilliam
(Signature of Notary)

Ilka M Gilliam
(Legible Print or Stamp Name of Notary)

Notary public in and for the State/Commonwealth of WA,
residing at Kennelwick
My appointment expires 2-19-2025

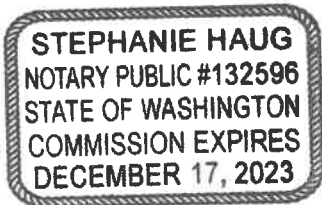
STATE OF WASHINGTON

ss.

COUNTY OF BENTON

I certify that I know or have satisfactory evidence that Brent Gerry is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Mayor of the City of West Richland to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this 1 day of June, 2021



Stephanie Haug
(Signature of Notary)

Stephanie Haug
(Legible Print or Stamp Name of Notary)

Notary public in and for the State/Commonwealth of WA,
residing at Kennewick.
My appointment expires 12/17/23