

**CITY OF WEST RICHLAND
RESOLUTION NO. 22- 21**

**A RESOLUTION OF THE CITY OF WEST RICHLAND, WASHINGTON,
AUTHORIZING DISBURSEMENT AGREEMENT FOR USE OF RURAL
COUNTY CAPITAL FUNDS BETWEEN THE CITY OF WEST RICHLAND
AND BENTON COUNTY REGARDING SR 224 WATER
INFRASTRUCTURE IMPROVEMENTS.**

WHEREAS, Benton County (hereinafter "County") has previously agreed to distribute certain funds received from the State of Washington that it has deposited in its Rural County Capital Fund (hereinafter "Fund") after April 1, 2016 for the financing of certain "public facilities [projects] serving economic development purposes" as contemplated by State statute (RCW 82.14.370) and in conformance with County policy (Resolution 2017-103, adopted January 31, 2017); and

WHEREAS, the County and the City of West Richland (hereinafter "City") are authorized, including under Chapters 39.33 and 39.34 of the Revised Code of Washington, to contract with each other and other public agencies in order to effectively and efficiently operate, administer, and carry out their programs and public projects; and

WHEREAS, the State Route 224 (hereinafter "SR 224") / Red Mountain Transportation Improvement Project secured \$24.5 million as part of the State's 2015 Connecting Washington Transportation Program to reconstruct SR 224 from Bombing Range Road to Red Mountain Road to increase capacity and improve traffic operations with the addition of vehicle and bicycle lanes, along with intersection improvements, transit facilities, and pedestrian facilities; and

WHEREAS, the City and Washington State Department of Transportation have secured an additional \$1.5 million in local and federal funds to fully fund the \$26 million SR 224 / Red Mountain Transportation Improvement Project; and

WHEREAS, the City has secured an additional \$279,000 in local funds to construct sanitary sewer infrastructure improvements within the SR 224 / Red Mountain Transportation Improvement Project limits; and

WHEREAS, the City desires to also undertake water infrastructure improvements within the SR 224 / Red Mountain Transportation Improvement Project limits specifically between North 62nd Avenue and Red Mountain Road so that development of commercial and industrial zoned property along SR 224 (Van Giesen Street), which has been limited because of inadequate infrastructure, can continue; and

WHEREAS, the water infrastructure improvements that the City seeks funding to accomplish consists of the installation of approximately 7,467 linear feet of 12" water main, 734 linear feet of 6"-10" water mains, approximately 17 fire hydrants, restoration of asphalt pavement and restoration of roadside ditches, all within the area depicted in Exhibit A (Vicinity Map) included in Disbursement Agreement, hereinafter referred to as the "Project"; and

WHEREAS, the Project will catalyze increased private investment in existing businesses and vacant commercially and industrially zoned properties along SR 224 (Van Giesen Street) that can support manufacturing, processing, retail, and other purposes; increase sales tax revenue; and create a significantly increased number of

family wage jobs; and

WHEREAS, specific companies have expressed desire to purchase and develop some of the underlying land along the SR 224 (Van Giesen Street) corridor if the infrastructure can be brought to City standards; and

WHEREAS, regional economic data included in the City's Comprehensive Plan states West Richland can support approximately 2,117 new commercial and industrial jobs along the SR 224 (Van Giesen Street) corridor with the necessary infrastructure in place; and

WHEREAS, the City has requested \$1,318,000.00 for the Project from that portion of the Fund allocated to it by the County to be reimbursed to the City by the County; and

WHEREAS, the requested funding amount is currently available within the City's Fund allocation;

WHEREAS, the Public Works Director has recommended approval of said Disbursement Agreement, and

NOW, THEREFORE, the City Council of the City of West Richland, Washington, hereby resolves as follows:

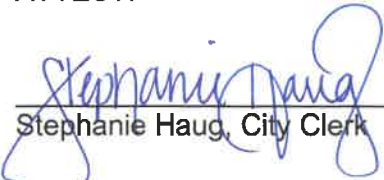
Section 1. That the Mayor is hereby authorized to execute the Disbursement Agreement for use of Rural County Capital Funds by and between the City of West Richland and Benton County regarding water infrastructure improvements on SR 224 (Van Giesen).

Section 2. This Resolution will take effect upon the date of approval and signature.

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

DISBURSEMENT AGREEMENT FOR USE OF RURAL COUNTY CAPITAL FUNDS

This Agreement, among and between Benton County (hereinafter “County”), and the City of West Richland (hereinafter “City”), shall be effective upon execution by both parties.

WHEREAS, the County has previously agreed to distribute certain funds received from the State of Washington that it has deposited in its Rural County Capital Fund (hereinafter “Fund”) after April 1, 2016 for the financing of certain “public facilities [projects] serving economic development purposes” as contemplated by State statute (RCW 82.14.370) and in conformance with County policy (Resolution 2017-103, adopted January 31, 2017); and

WHEREAS, the County and the City are authorized, including under Chapters 39.33 and 39.34 of the Revised Code of Washington, to contract with each other and other public agencies in order to effectively and efficiently operate, administer, and carry out their programs and public projects; and

WHEREAS, the State Route 224 (hereinafter “SR 224”) / Red Mountain Transportation Improvement Project secured \$24.5 million as part of the State’s 2015 Connecting Washington Transportation Program to reconstruct SR 224 from Bombing Range Road to Red Mountain Road to increase capacity and improve traffic operations with the addition of vehicle and bicycle lanes, along with intersection improvements, transit facilities, and pedestrian facilities; and

WHEREAS, the City and Washington State Department of Transportation have secured an additional \$1.5 million in local and federal funds to fully fund the \$26 million SR 224 / Red Mountain Transportation Improvement Project; and

WHEREAS, the City has secured an additional \$279,000 in local funds to construct sanitary sewer infrastructure improvements within the SR 224 / Red Mountain Transportation Improvement Project limits; and

WHEREAS, the City desires to also undertake water infrastructure improvements within the SR 224 / Red Mountain Transportation Improvement Project limits specifically between North 62nd Avenue and Red Mountain Road so that development of commercial and industrial zoned property along SR 224 (Van Giesen Street), which has been limited because of inadequate infrastructure, can continue; and

WHEREAS, the water infrastructure improvements that the City seeks funding to accomplish consists of the installation of approximately 7,467 linear feet of 12” water main, 734 linear feet of 6”-10” water mains, approximately 17 fire hydrants, restoration of asphalt pavement and restoration of roadside ditches, all within the area depicted in **Exhibit A** (Vicinity Map), hereinafter referred to as the “Project”; and

WHEREAS, the Project will catalyze increased private investment in existing businesses and vacant commercially and industrially zoned properties along SR 224 (Van Giesen Street) that can support manufacturing, processing, retail, and other purposes; increase sales tax revenue; and create a significantly increased number of family wage jobs; and

WHEREAS, specific companies have expressed desire to purchase and develop some of the underlying land along the SR 224 (Van Giesen Street) corridor if the infrastructure can be brought to City standards; and

WHEREAS, regional economic data included in the City's Comprehensive Plan states West Richland can support approximately 2,117 new commercial and industrial jobs along the SR 224 (Van Giesen Street) corridor with the necessary infrastructure in place; and

WHEREAS, the City has requested \$1,318,000.00 for the Project from that portion of the Fund allocated to it by the County to be reimbursed to the City by the County; and

WHEREAS, the requested funding amount is currently available within the City's Fund allocation;

NOW THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the County and the City mutually agree to the following:

1. Based on the City's request for reimbursement from the Fund, the County agrees to reimburse the City for up to \$1,318,000.00 of qualified direct costs incurred by the City for the Project between the date of the execution of this Agreement and June 30, 2024; contingent upon: (i) such funds being less than the amount of the Fund allocated to the City, and (ii) that each reimbursement is consistent with the County's Rural County Capital Fund Disbursement Policy.
2. The City and the County acknowledge and agree that the June 30, 2024 completion date may be amended by mutual consent at a later time if problems arise regarding the Project schedule, and both parties understand that neither party is obligated to agree to any amendment.
3. The City represents that the use of revenues from the Fund for the Project is consistent with RCW 82.14.370.
4. The City agrees to use all funds allocated by this Agreement solely for the purpose of financing the Project and warrants that all expenditures by the City for which it seeks reimbursement will comply with RCW 82.14.370.
5. The parties agree that funds will be disbursed only as reimbursement for actual, direct costs incurred by the City in connection with the Project.

6. The City shall invoice the County every ninety (90) days after the effective date of this Agreement, identifying all Project costs incurred by the City during the prior quarter that are eligible for and for which reimbursement is sought. All invoices shall be mailed to the County at the following address:

Benton County Commissioners Office
ATTN: Sustainable Development Manager
7122 West Okanogan Place
Kennewick, Washington 99336

7. All approved reimbursement payments will be made via check mailed directly to the City at the following address:

City of West Richland
ATTN: Finance Director
3100 Belmont Blvd
West Richland, Washington 99353

8. The City shall not hold the County liable for any delay in disbursements, but the County agrees to use its best efforts to make appropriate disbursement payments to the City in a reasonably timely fashion.
9. The City shall be responsible for establishing policies for implementing this Agreement, monitoring progress of the Project, and monitoring the fulfillment of the Parties' responsibilities under the Agreement. In addition to other responsibilities set forth in this Agreement, the City is responsible for following applicable bid and prevailing wage law policies and procedures when awarding bids for the Project contemplated by this Agreement.
10. The City agrees to provide the County with a quarterly report along with each invoice outlining the status of the Project, including a spreadsheet detailing all costs being reimbursed by the County.
11. If Rural County Capital Funds are applied by the City toward non-eligible expenditures, the County may cease all disbursements and the City shall repay to the County all monies inappropriately expended.
12. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by the parties during the term of this Agreement and for three years after its termination. This Agreement shall be filed by the City with the Benton County Auditor.

13. It is not the intention that a separate legal entity be established with respect to the Project, nor is the joint acquisition, holding, or disposing of real or personal property anticipated.
14. The City agrees to indemnify the County from and against any claims, actions, losses, costs, penalties, damages, attorneys' fees, and all other liabilities and costs of defense of any nature arising out of the County's agreement to disburse funds under this Agreement.
15. The City shall not have the right to assign the rights under this Agreement nor to terminate its obligations hereunder without first securing the written consent of the County.
16. The County's obligation to disburse funds under this Agreement only extends to direct Project costs incurred prior to June 30, 2024. After that date, the County's rights under this Agreement shall continue, but the County may use the funds previously allocated under this Agreement for any purpose allowable under state law.
17. This Agreement contains the entire, complete, and integrated statement of each and every term agreed to by and between the City and the County, and this Agreement supersedes any and all prior written and unwritten agreements and understandings pertaining to the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date signed below.

BENTON COUNTY

CITY OF WEST RICHLAND

Jerome Delvin, Chairman

Brent Gerry, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Cami McKenzie, Clerk to the Board

Stephanie Haug, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Chief Deputy Prosecuting Attorney

Bronson Brown, City Attorney

EXHIBIT A

VICINITY MAP

The Project's water main and fire hydrant locations are depicted here. Some of the water main is already completed and/or funded from other sources.

