

**CITY OF WEST RICHLAND
RESOLUTION NO. 52- 21**

**A RESOLUTION OF THE CITY OF WEST RICHLAND,
WASHINGTON, AUTHORIZING THE DISBURSEMENT
AGREEMENT FOR USE OF RURAL COUNTY CAPITAL FUNDS
BETWEEN THE CITY OF WEST RICHLAND AND BENTON COUNTY
REGARDING COOPERATIVE WAY PROJECT.**

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 City has secured a \$800,000 Washington State Department of Commerce CERB grant/loan for the Cooperative Way Project; and

WHEREAS, the CERB grant/loan requires a 20% local match for which the City plans to use \$250,000 Rural County Capital Funds for along with engineering, environmental permitting, construction inspection and admire to be completed with the City's professional licensed engineering staff; and

WHEREAS, the Cooperative Way Project, hereinafter referred to as the "Project" scope of work includes the installation of approximately 3,155 LF of 12" water main, installation of 5 fire hydrants, installation of 115 LF of 6" water main, construction of approximately 820 linear feet of a new urban roadway (Cooperative Way) which includes curb, gutter, sidewalks, street lights, storm drainage facilities, and the widening of Keene Road at two locations for left turn lanes; 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) and Keene Road 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) and Keene Road 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) and Keene Road corridor with the necessary infrastructure in place; and

WHEREAS, the City has requested \$250,000.00 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 Cooperative Way Project.

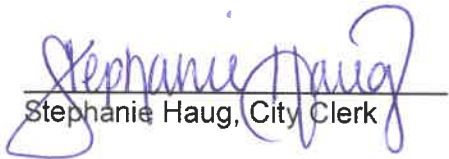
Section 2. This Resolution will take effect upon the date of approval and signature.

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON, this 16th day of November 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 City intends to construct approximately 820 linear feet of new urban road way to be known as Cooperative Way, widen Keene Road at two locations for left turns, install approximately 3,155 linear feet of a 12" water main, five fire hydrants, 115' linear feet of a 6" water main, curbs, gutters, sidewalks, street lights and storm drainage facilities within the area depicted in Exhibit A, all hereafter referred to as the "Cooperative Way Project" or simply the "Project"; and

WHEREAS, the City secured a \$800,000 Washington State Department of Commerce Community Economic Revitalization Board (CERB) loan/grant for the Cooperative Way Project; and

WHEREAS, the CERB grant/loan requires a 20% local match by the City, which the City plans to satisfy through the use of \$250,000 Rural County Capital Funds to pay for engineering, environmental permitting, construction inspection, and administration services to be completed with the City's professional licensed engineering staff and other costs associated with 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) and Keene Road 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) and Keene Road 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) and Keene Road corridor with the necessary infrastructure in place; and

WHEREAS, the City has requested \$250,000.00 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 \$250,000.00 of qualified direct costs incurred by the City for the Project between the date of the execution of this Agreement and December 31, 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 represents that the use of revenues from the Fund for the Project is consistent with RCW 82.14.370.
3. 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.
4. The parties agree that funds will be disbursed only as reimbursement for actual, direct costs incurred by the City in connection with the Project.
5. 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

6. 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

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.

15. The County's obligation to disburse funds under this Agreement only extends to direct Project costs incurred prior to December 31, 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.

16. 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

Jerome Delvin, Chairman

Date: _____


ATTEST:

Cami McKenzie, Clerk to the Board

APPROVED AS TO FORM:

Chief Deputy Prosecuting Attorney

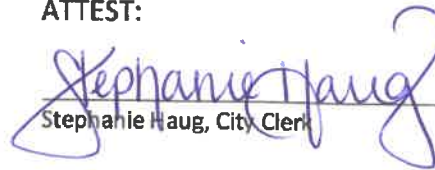
CITY OF WEST RICHLAND



Brent Gerry, Mayor

Date: 11/16/2021

ATTEST:



Stephanie Haug, City Clerk

APPROVED AS TO FORM:



Bronson Brown, City Attorney

EXHIBIT A

VICINITY MAP

The Project's roadway, water main, and fire hydrant locations are depicted here.

