

Tuesday, June 8, 2021
Electronic City Council Meeting

7:00 P.M.
2076th Regular City Council Meeting - Electronic Attendance

Meeting may be viewed at: Live Stream on City of College Place, Washington YouTube at https://www.youtube.com/channel/UCbx3qrqzLDL_05NusReSI-g/featured

Or you may call this number to listen: 1-669-900-9128 ID# 994 4843 5042

Zoom Attendee Link: <https://zoom.us/j/99448435042>

1.

Subject :	1.01 Moment of Silence for Reflection / Invocation - Any City Employee or Elected Official; delivering the invocation, does so in his/her capacity as a private citizen, and not in his /her official position as a city employee/elected city official.
Meeting :	Jun 8, 2021 - Electronic City Council Meeting
Access :	Public
Type :	Procedural

2. Opening Items.

Subject :	2.01 Council Reference Materials
Meeting :	Jun 8, 2021 - Electronic City Council Meeting
Category :	2. Opening Items.
Access :	Private
Type :	Information
Subject :	2.02 Call To Order
Meeting :	Jun 8, 2021 - Electronic City Council Meeting
Category :	2. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor Hernández will call the meeting to order.

Subject :	2.03 Roll Call
Meeting :	Jun 8, 2021 - Electronic City Council Meeting
Category :	2. Opening Items.
Access :	Public

Type :

Procedural

Public Content

Mayor Via Web Norma L. Hernández

Jerry Bobbitt,

Michael Cleveland,

Loren Peterson,

Council Members Via Web Marge Nyhagen,

Melodie Selby,

Heather Schermann,

Monica Boyle

City Attorney Via Web Rea Culwell

Administrator, Mike Rizzitiello;

Finance Director, Brian Carleton;

Public Works Director, Paul Hartwig;

Police Chief, Troy Tomaras;

Staff Via Web Fire Chief, David Winter;

Community Development Director, Jon Rickard;

HR Manager, Shawn Doering;

City Clerk, Lisa Neissl;

Deputy City Clerk; Shelli Williams

Subject : 2.04 Pledge of Allegiance

Meeting : Jun 8, 2021 - Electronic City Council Meeting

Category : 2. Opening Items.

Access : Public

Type : Procedural

Public Content

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

Subject : 2.05 Public Comment Procedure for Virtual Meetings - Council meetings are primarily structured to permit Council Members to arrive at the decisions necessary to govern the City.

Meeting : Jun 8, 2021 - Electronic City Council Meeting

Category : 2. Opening Items.

Access : Public

Type : Information

Public Content

Council meetings are primarily structured to permit Council Members to arrive at the decisions necessary to govern the City.

COVID-19 Virtual Meeting Protocol for Public Comment:

When submitting public comments, include the following regardless of the manner you are using: - Note that there are deadlines for each method of commenting.

- Your Name
- Your Address

Public comments may be provided in one of three ways:

- Comments in writing of no more than 1 page (If typewritten, no less than 11 pt font.) may be submitted no later than 4:30 PM on the meeting date to be included in the record.
- Comments may be made by telephone during the meeting by calling a number that will be provided to you upon notification to the City Clerk no later than 4:30 PM the day of the meeting.*
- Comments may be made by virtual meeting attendance with a link that will be provided to your email upon notification to the City Clerk no later than 4:30 the day of the meeting.*

*If you would like to make a public comment by either phone or virtual meeting, you can contact the clerk at Ineissl@cpwa.usor by phone at 509-394-8511 no later than 4:30 on the meeting date.

3. Consent Agenda.

Subject : 3.01 AB 21120 - Approve Agenda for June 8, 2021

Meeting : Jun 8, 2021 - Electronic City Council Meeting

Category : 3. Consent Agenda.

Access : Public

Type : Action (Consent)

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Subject :	3.02 AB 21121 - Approve Council Minutes from May 25, 2021
Meeting :	Jun 8, 2021 - Electronic City Council Meeting
Category :	3. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes

File Attachments

[2021-05-25_Council_Minutes_Draft.pdf \(967 KB\)](#)

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Subject :	3.03 AB 21122 - Approve Council Minutes from June 1, 2021 Workshop
Meeting :	Jun 8, 2021 - Electronic City Council Meeting
Category :	3. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes

File Attachments

[2021-06-01_Council_Minutes_Draft_Workshop.pdf \(910 KB\)](#)

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Subject :	3.04 AB 21123 - Employee Wellness & Recognition -
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	Ms. Doering
Meeting :	Jun 8, 2021 - Electronic City Council Meeting
Category :	3. Consent Agenda.
Access :	Public
Type :	Action
Recommended Action :	Motion to approve Resolution 21-028 which includes the Employee Recognition Policy and Wellness Program Policy Manual.

Public Content

Historical Perspective:

Three years ago the City started a Most Valuable Player (MVP) Award Program to recognize employees. Department heads, supervisors, and sometimes coworkers submit Home Run Certificates when they notice someone going above and beyond. Each quarter someone is selected as the MVP. Other than a small MVP bat, there is no reward other than the recognition.

Information for Consideration:

The City and the Wellness Committee would like to begin awarding one paid day off each quarter to the employee who is selected as the MVP. In addition to approving the award and related policy, the Wellness Committee Program Policies have been updated.

File Attachments

[ResolNo21-028_Employee_Wellness_and_Recognition_Programs.pdf \(120 KB\)](#)
[619 - 4-24-20 - Supporting College Place Employee Wellness Program.pdf \(34 KB\)](#)
[College Place_2021_Wellness Policy.pdf \(140 KB\)](#)
[2021 City of College Place Employee Recognition Policy.pdf \(108 KB\)](#)
[Employee_Recognition_Form_2019.pdf \(491 KB\)](#)
[MVP Wall of Fame-1.jpg \(88 KB\)](#)

Subject :	3.05 Excuse Absence of Council Member Nyhagen
Meeting :	Jun 8, 2021 - Electronic City Council Meeting
Category :	3. Consent Agenda.
Access :	Public
Type :	Action (Consent)

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Subject :	3.06 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.
Meeting :	Jun 8, 2021 - Electronic City Council Meeting
Category :	3. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to approve the consent agenda

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

4. Presentations.

5. Public Hearings.

Subject :	5.01 Virtual Public Hearing Procedure for Public Testimony
Meeting :	Jun 8, 2021 - Electronic City Council Meeting
Category :	5. Public Hearings.
Access :	Public
Type :	Procedural

Public Content

COVID-19 Virtual Meeting Public Hearing Testimony Procedure:

When submitting testimony for a public hearing, include the following regardless of the manner you are using:

- Your Name
- Your Address

Public testimony for an item requiring testimony be received by the public can be provided in one of three ways:

- Testimony may be submitted in writing no later than 4:00 PM on the Monday before the meeting date to be read into the record.
- Testimony may be submitted by telephone during the meeting by calling a number that will be provided to you upon notification to the City Clerk no later than 4:00 PM the Monday before the day of the meeting.
- Testimony may be submitted by virtual meeting attendance by link that will be provided to you upon notification to the City Clerk no later than 4:00 PM the Monday before the day of the meeting.

If you would like to testify by either phone or virtual meeting, you can contact the clerk at ineissl@cpwa.usor by phone at 509-394-8511 no later than 4:00 PM on the Monday before the meeting date.

Subject :	5.02 AB 21124 - 2022 to 2027 Transportation Improvement Plan - Mr. Rizzitiello
Meeting :	Jun 8, 2021 - Electronic City Council Meeting
Category :	5. Public Hearings.
Access :	Public
Type :	Procedural

Public Content

Historical Perspective:

Every year the Washington State Department of Transportation (WSDOT) and Federal Department of Highways (DOT) mandate that municipalities file a six-year Transportation Improvement Plan (TIP) with State. This is done through the online Secure Access Washington (SAW) system. This list was recommended for a vote of the City Council from the City's Utility & Transportation Advisory Commission at its May 13th, 2021 meeting.

Information for Consideration:

The TIP is a wish list of road projects to be considered by WSDOT, DOT, and other agencies. This listing roughly ties out to the six-year Capital Facility Plan which was adopted by the City Council via Ordinance #20-018 on November 24th, 2020.

http://cms6.revize.com/revize/cityofcollegeplace/document_center/Finance/Budget%202021/Ord__No_20-018_2021_to_2026_Capital_Facility_Plan.pdf

The TIP has four elements: Street Projects, Chip Seal Projects, Pedestrian (Safewalk) Projects, and Road Resurfacing Program. Roadways that do not appear in this directory will not be eligible for State & Federal grant funding. This document was discussed at length during the Tuesday, June 1st, 2021 City Council Workshop. The TIP Document is on our website located here: http://www.cpwa.us/residents/transportation_improvement_plan_.php

File Attachments

[Resol_No_20-025_2021-2026_TIP_2020-06-23.pdf \(166 KB\)](#)

[Map.pdf \(8.109 KB\)](#)

[Resol_No_21-029_2022to2027_TIP.pdf \(904 KB\)](#)

6. Action Items.

Subject :	6.01 AB 21124 - 2022 to 2027 Transportation Improvement Plan - Mr. Rizzitiello
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Meeting :	Jun 8, 2021 - Electronic City Council Meeting
Category :	6. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Jun 08, 2021
Recommended Action :	Motion for Resolution No. 21-029 which adopts the 2022 to 2027 Transportation Improvement Plan for the City of College Place.

Public Content

Historical Perspective:

Every year the Washington State Department of Transportation (WSDOT) and Federal Department of Highways (DOT) mandate that municipalities file a six-year Transportation Improvement Plan (TIP) with State. This is done through the online Secure Access Washington (SAW) system. This list was recommended for a vote of the City Council from the City's Utility & Transportation Advisory Commission at its May 13th, 2021 meeting.

Information for Consideration:

The TIP is a wish list of road projects to be considered by WSDOT, DOT, and other agencies. This listing roughly ties out to the six-year Capital Facility Plan which was adopted by the City Council via Ordinance #20-018 on November 24th, 2020.

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The TIP has four elements: Street Projects, Chip Seal Projects, Pedestrian (Safewalk) Projects, and Road Resurfacing Program. Roadways that do not appear in this directory will not be eligible for State & Federal grant funding. This document was discussed at length during the Tuesday, June 1st, 2021 City Council Workshop. The TIP Document is on our website located here: http://www.cpwa.us/residents/transportation_improvement_plan_.php

File Attachments

[Resol_No_20-025_2021-2026_TIP_2020-06-23.pdf \(166 KB\)](#)

[Map.pdf \(8,109 KB\)](#)

[Resol_No_21-029_2022to2027_TIP.pdf \(904 KB\)](#)

Subject :	6.02 AB 21125 - Grants to Construct Publicly Owned Dark Fiber (Broadband) Resolution of Support - Mr. Rizzitiello
Meeting :	Jun 8, 2021 - Electronic City Council Meeting
Category :	6. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Jun 08, 2021

Recommended Action :

Motion to approve Resolution No. 21-030 which authorizes and supports pursuit of grant funds for the construction of a publicly-owned dark fiber broadband network.

Public Content

Historical Perspective:

The Walla Walla Valley has a limited number of internet providers with limited speeds. The most prevalent providers in the City are: Centurylink (Lumen), Charter Spectrum, and Pocketinet in pockets of the Community.

Information for Consideration:

In order to increase the speeds, availability, and number of internet providers in the region the general concept is to construct a publicly owned dark fiber backbone through the community. As part of the Federal Infrastructure Investment Bill being cobbled together at the Federal Level they will be allocating significant grant resources to the FCC to disburse to agencies developing dark fiber systems in underserved areas. Additionally this expense is allowable within the American Rescue Plan framework. The grant program being framed at FCC/Federal level offers 80% investment with 20% local match in regular areas and 90% investment with 10% local match in areas with poverty or that demonstrate low-income. College Place fits the later since it has an Opportunity Zone. Initial ballpark estimates are to build out a system such as this would cost \$3.5 mil to \$4.0 mil. With a 10% local match that would come out to \$400,000. The College Place School District, Port of Walla Walla, Walla Walla County, and Walla Walla University have expressed the desire to assist the local match. City of Walla Walla as well as Walla Walla County is also looking at joining this initiative as well.

This initiative mirrors two broadband systems the City Administrator helped developed when he worked in Illinois. First, in the micropolitan area of Champaign-Urbana, Illinois (UC2B): <http://www.uc2b.net/uc2b2016/> The other within the Chicago Southland area (Chicago Southland Fiber Network): <https://www.csfn.us/> If a dark fiber system is constructed hypothetically a management agreement could be made with the Port of Whitman County who operates and leases out to the private sector several public broadband networks across the State through there subsidiary called Petrichor. Joe Poire who is the Executive Director of the Port of Whitman County/Petrichor and Pat Reay, Port of Walla Walla will join us. A draft of a county broadband plan put together through a State CERB grant is attached that helps articulate the need. The goal is to increase reliability, number of carriers, and lower consumer cost.

The City already has blank conduit along key corridors since the City has made it a priority to install blank conduit anytime we are doing a full scale reconstruction of a roadway since 2017. Corridors which have blank conduit include: College Avenue, Rose Street, 4th & Academy Way, C Street, and the loop around Peppers Bridge Rd.

The idea is for a Consortium led by the Port and consisting of the County, both cities, school districts, and other key parties can pursue the plethora of grant sources that now fund such activity such as Federal FCC grants, Economic Development Administration Public Works grants, State Community Economic Revitalization Board (CERB), and the State Public Works Trust Fund. The concept is the City would pull its match money from the Federal ARP grant monies coming our way. Any dark fiber networks constructed would be publicly owned, managed by Petrichor, and leased to the private sector.

Both the Utilities & Transportation Advisory Commission, Youth Advisory Commission, and the Economic Development Commission made official recommendations to pursue grant funds for this project and go full steam ahead.

File Attachments

[Resol_No_21-030_College_Place_Broadband_System.pdf \(127 KB\)](#)
[MRSC_ARPGuidance.pdf \(327 KB\)](#)
[Port of Walla Walla Broadband Feasibility Study Final.pdf \(3,147 KB\)](#)
[Walla_Walla_County_Broadband_Feasibility_Study-ApplID203463.PDF \(207 KB\)](#)
[vetrocollegeplacecost analysis.jpg \(247 KB\)](#)
[1616590858755.jpg \(344 KB\)](#)
[COLLEGEPLACE address points.jpg \(14,578 KB\)](#)
[Conduit.jpg \(4,243 KB\)](#)

Subject :	6.03 AB 21126 - Agreement with Anderson-Perry for Engineering Design Services - Lions Park Improvements - Mr. Rickard
Meeting :	Jun 8, 2021 - Electronic City Council Meeting
Category :	6. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Jun 08, 2021
Recommended Action :	Motion to approve agreement with Anderson-Perry for preliminary design engineering services for the City of College Place's Lions Park Improvement project for an amount not to exceed \$70,000.

Public Content

Historical Perspective:

The City successfully competed for three grants from the WA State Department of Recreation and Conservation Office (RCO) in the amount of \$1,345,550.00. Projected cost estimate for the project is \$3,256,683.00. The City has an existing contract with Anderson-Perry for topographical survey and redesign of restrooms at Lions' Park for an amount not to exceed \$22,000.

Information for Consideration:

This project generally includes the tasks required to provide preliminary design engineering services for the City of College Place's (Owner) Lions Park Improvements project, which generally includes the addition of an all-inclusive playground, splash pad, Americans with Disabilities Act (ADA) compliant amenities, a walking path, new restrooms and parking lot, existing play field and restroom modifications, improvements to the existing stormwater facilities and fish pond, and various other associated improvements. Specific project elements include a geotechnical investigation; preparation of a funding application; and the conceptual design of the park, fish pond, parking lot, and stormwater improvements.

Potential additional scope the City may consider includes retracement of right-of-way and the preparation of a right-of-way map, cultural resources investigation, architectural history evaluation, environmental documentation (SEPA/NEPA), environmental permits (Critical Areas, HPA, JARPA, etc.), preparation of final design documents, bidding and award phase services, construction management, administration and inspections services, cultural resources monitoring (during construction), project documentation and closeout, or other services as requested.

File Attachments

[Agreement.pdf \(706 KB\)](#)

[LionsPark_Estimated_Budget.2021.06.04.pdf \(454 KB\)](#)

Subject : 6.04 AB 21127 - Pacific Power Foundation Grant Resolution of Support - "The Gatherer" Statue - Mr. Rizzitiello

Meeting : Jun 8, 2021 - Electronic City Council Meeting

Category : 6. Action Items.

Access : Public

Type : Action

Preferred Date : Jun 08, 2021

Recommended Action : Motion to adopt Resolution No. 21-031 which indicates support to pursue a Pacific Power Foundation Grant to obtain "The Gatherer" statue by artist/sculptor Jeffrey Hill.

Public Content

Historical Perspective:

Any action related to Public Art needs to come to a recommendation from the Park, Arbor, and Recreation Board per College Place Municipal Code (CPMC) 12.28.010 (C-6) Acquisition of Art - Policies. The grant proposal concept was recommended by the Park, Arbor, and Recreation Board during their May 28th, 2021 meeting.

Information for Consideration:

Artist/Sculptor Jeffrey Hill approached Mayor Hernandez about the potential for his next work "The Gatherer" being located somewhere in College Place. As you all know relative to Walla Walla, College Place does not have a much public art. The cost would be \$39,000 with \$36,000 going to bronzing the statue and \$3,000 for installation. The City would plan to pursue Pacific Power Foundation - Public Art Grant funds as well as submit an application into the Federal National Endowment of the Arts - Our Town grant program. Mr. Hill has already located some private sponsors for this statue.

If approved the City would plan to submit to Pacific Power Foundation by June 15th deadline for the Public Art category to get started on "The Gatherer" with \$10,000 if awarded. The City will also submit a NEA Our-Town grant to obtain about \$100,000 in grant funds to wrap up needed funds for "The Gatherer". It is our concept that "The Gatherer" would go somewhere along one of the arterial roadway corridors.

File Attachments

[The Gatherer Proposal.pdf \(1,362 KB\)](#)

[Resol_No_21-031_Pacific_Power_Foundation_Grant_Support_The_Gatherer_Statue.pdf \(176 KB\)](#)

Subject : 6.05 AB 21128 - NEA Our-Town Grant Application for Placemaking Initiative Resolution of Support - Mr. Rizzitiello

Meeting : Jun 8, 2021 - Electronic City Council Meeting

Category : 6. Action Items.

Access : Public

Type : Action

Preferred Date :	Jun 08, 2021
Fiscal Impact :	Yes
Dollar Amount :	\$158,000.00
Budgeted :	No
Budget Source :	Funds for the project would come from NEA Our-Town Grant if awarded.
Recommended Action :	Motion to approve Resolution No. 21-032 in support of National Endowments for the Arts (NEA) Our-Town Application for College Place Placemaking Initiative.

Public Content

Historical Perspective:

This grant program is a 50% match program that can be used for community design and placemaking initiatives such as wayfinding and public art. The match comes from the previous Traffic Box Art Wrap Project, expected private donations, Blue Zone work, and staff time.

Information for Consideration:

Artist/Sculptor Jeffrey Hill approached Mayor Hernandez about the potential for his next work "The Gatherer" being located somewhere in College Place. As you all know relative to Walla Walla, College Place does not have a much public art. The cost would be \$39,000 with \$36,000 going to bronzing the statue and \$3,000 for installation. The City would plan to pursue Pacific Power Foundation - Public Art Grant funds as well as submit an application into the Federal National Endowment of the Arts - Our Town grant program. Mr. Hill has already located some private sponsors for this statue.

As part of the National Endowment of the Arts - Our Town grant program the City would also write in the grant application funds to solicit a community design process, design, and ultimate construction of a Korean War Memorial at Veterans Park. During the pandemic some residents have approached the City about such a concept and discussions have been ongoing since that time.

If approved the City would plan to submit to Pacific Power Foundation by June 15th deadline for the Public Art category to get started on "The Gatherer" with \$10,000 if awarded. The City will also submit a NEA Our-Town grant to obtain about \$79,000 in grant funds to wrap up needed funds for "The Gatherer". It is our concept that "The Gatherer" would go somewhere along the College Avenue corridor. It would also provide funds to do a public-design inclusive process for a Korean War Monument at Veterans Park in the Hayden Homes Homestead Development.

File Attachments

[Project Breakout.pdf \(77 KB\)](#)
[Resol_No_21-032_NEA_Grant_Support.pdf \(197 KB\)](#)
[Korean War Memorial_electrical_.pdf \(1,649 KB\)](#)
[Korean War Memorial Location 1.pdf \(1,627 KB\)](#)
[Korean War Memorial Location pic 2.pdf \(1,732 KB\)](#)
[The Gatherer Proposal.pdf \(1,362 KB\)](#)

Subject :	6.06 AB 21129 - Membership Agreement with Sharesource - Mr. Rizzitiello
Meeting :	Jun 8, 2021 - Electronic City Council Meeting

Category :	6. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Jun 08, 2021
Recommended Action :	Motion to adopt Resolution No. 21-033 which permits the City Administrator to sign the Membership Agreement with Premier/Sharesource.

Public Content

Historical Perspective:

The City is a member of other purchasing co-ops as well including NJPA, Sourcewell, and King County Directors Association (KCDA).

Information for Consideration:

This agreement is free to join. Membership to Premier/Sharesource allows the City an additional way to piggyback onto procured contracts. This is allowed through RCW 39.26.060.

File Attachments

[Premier-Sharesource_Information.pdf \(1,598 KB\)](#)

[Resol_No_21-033_Premier-Sharesource_Membership.pdf \(146 KB\)](#)

Subject :	6.07 AB 21131 - SW Sewer Revenue Bond Ordinance - Mr. Carleton
Meeting :	Jun 8, 2021 - Electronic City Council Meeting
Category :	6. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Jun 08, 2021
Recommended Action :	Motion to approve Ordinance No. 21-009 for the issuance of a Sewer Revenue Bond in the amount of \$2,838,000 for interim financing on the Southwest Sewer Project.

Public Content

The Southwest Sewer project was approved by city council in the 2021 Capital Facility Plan in the amount of \$7,587,087. The funding of the project comes from multiple sources included; the cities waste water reserves, Port .09, Department of Ecology, and USDA. Of the \$6,164,000 committed by USDA, \$3,326,000 is a grant and the balance of \$2,838,000 is a low interest long term loan. USDA requires the City to obtain interim financing for the loan portion of the funding. This bond establishes that agreement with Washington Federal Bank, who was the chosen bidder by city council on 8/18/2020.

File Attachments

7. Administrative Reports.

Subject :	7.01 AB 21132 - Strategic Plan Update - Mr. Rizzitiello
Meeting :	Jun 8, 2021 - Electronic City Council Meeting
Category :	7. Administrative Reports.
Access :	Public
Type :	Discussion, Information

Public Content

Historical Perspective:

The Strategic Plan helps guide the operations of the City through mission, values, goals, and objectives. It was first adopted in 2017. The City conducts an update of the Strategic Plan every two years. We are now in the 2021 cycle.

Information for Consideration:

The survey is conducted prior to the start of the budgeting cycle for 2022 which will begin in July/August. 111 individuals completed the survey. This is representative of 1.13% of the population. A interactive Surveymonkey storyboard of the survey results is located here: <https://www.surveymonkey.com/stories/SM-VX7H3Q6C/>

Edits to the Strategic Plan document are forthcoming and will come to Council at a meeting in June. City staff also worked through a review session in May with Lawson Knight and City department heads.

- Key changes are as follows:

A. Reorder Optimal Operations to Number 1 in Themes. Other theme areas can't happen without proper allocation of staffing resources.

B. Page 7 item 4. Mention ability to amend countywide planning policies.

C. Page 7 and 8 Resource Development outcomes. Reorder things based on issues that arose from COVID-19 pandemic and related Recession. Mentions Housing Needs Assessment, Land Trust, Tax Increment Financing, and need for a Flex Space. Continued partnership with Visit Walla Walla for tourism marketing campaign.

D. Page 10 Cooperation and Connection. Item 2d. Move news item responsibility from solely Administrator to City Admin and Departmental PIO's. Also, Item 2e School events move from Finance to Departmental Social Media Managers. 4. Other Commissions added including Utility Commission, Diversity Board, and Youth Advisory Commission.

E. Page 11. List additional partner areas (Ex: Police Training, Fire Training, Economic Development, Broadband, Housing).

F. Page 13. Infrastructure Investment. Edit language to reflect funding utilities through a combination of utility rates and grants.

G. Page 16. For outcomes add in reporting mechanisms for linear feet of roadway, dark fiber, and sidewalk put in. Also, language to eventually research recycling.

H. Page 18. The Optimal Operations theme needs to be added to the top of themes as other theme areas are only enabled by this one.

I. Page 20. Summary - No need to resummarize everything.

File Attachments

[CityStrategicPlanSurvey_2021_SummaryDocument.pdf \(117 KB\)](#)

[Strategic Plan document_Edited_6-2021.pdf \(1,212 KB\)](#)

[Ordinance Draft.pdf \(548 KB\)](#)

8. Informational Reports-None.

9. Executive Session-None.

10. Closing Items.

Subject :	10.01 Adjournments
Meeting :	Jun 8, 2021 - Electronic City Council Meeting
Category :	10. Closing Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to adjourn the meeting

Electronic City Council Meeting (Tuesday, May 25, 2021)

Generated by Lisa Neissl on Tuesday, May 25, 2021

2. Opening Items.

Procedural: 2.02 Call To Order

Mayor Hernández called the meeting to order at 7:00 PM

Procedural: 2.03 Roll Call

PRESENT:

Mayor – Via Web Norma L. Hernández

Council Members – Via Web Jerry Bobbitt, Michael Cleveland, Loren Peterson, Marge Nyhagen, Melodie Selby, Heather Schermann, Monica Boyle

City Attorney – Via Web Rea Culwell
Administrator, Mike Rizzitiello; Finance Director, Brian Carleton;
Public Works Director, Paul Hartwig; Community Development Director,
Jon Rickard; HR Manager, Shawn Doering;

Staff – Via Web City Clerk, Lisa Neissl;

MEMBERS EXCUSED:

MEMBERS ABSENT:

Procedural: 2.04 Pledge of Allegiance

Procedural: 2.05 Oath of Office -

Monica Boyle, Council Position 7 Appointment

City Clerk Neissl gave new Council Member Boyle the Oath of Office.

Information: 2.06 Public Comment

Procedure for Virtual Meetings - Council meetings are primarily structured to permit Council Members to arrive at the decisions necessary to govern the City.

John Davin of Grassi Refrigeration, HVAC spoke to Council about his dissatisfaction with the increase in the mechanical permit fees.

Dennis Davis of College Place Heating spoke to Council about his dissatisfaction with the increase in the mechanical permit fees.

3. Consent Agenda.

Action (Consent): 3.01 AB 21110 - Approve Agenda for May 25, 2021

Action (Consent), Minutes: 3.02 AB 21111 - Approve Council Minutes from May 11, 2021

Action (Consent), Minutes: 3.03 AB 21112 - Approve Council Minutes from May 18, 2021 Special Meeting

Action (Consent): 3.04 AB 21113 - City Attorney Contracts - Ms. Doering

Recommended Action: Motion to approve the Legal Services Addendum terminating both agreements Attorney Rea Culwell currently has with the City of College Place and to approve the Employment Contract.

Action (Consent): 3.05 AB 21114 - Check Register and Financials for April 2021 - Ms. Cinnamon

Action (Consent): 3.06 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Council Member Schermann made a motion to approve the consent agenda. Second by Council Member Nyhagen and the motion passed 7-0.

4. Presentations.

Information: 4.01 AB 21115 - Blue Zones Month Proclamation -

Mayor Hernández read a proclamation declaring June 2021 Blue Zones Month.**5. Public Hearings.**

Discussion, Information, Procedural: 5.02 AB 21116 - Zoning Moratorium - Manufactured Home Parks -
Mr. Rickard, reported on the zoning moratorium on development in manufactured home parks that was put in place on April 13th to give the Planning Commission time to do the necessary due diligence regarding a reinstatement of zoning for Manufactured Home Parks in the City.

Mayor Hernández opened the public hearing at 7:19 PM.

Testimony:

Brian Thorne of 833 Mockingbird Drive provided a written statement of support for the moratorium.

Elizabeth Brochu of 833 Mockingbird Drive provided a written statement of support for the moratorium and a petition signed by 29 residents of Country Estates MHP supporting the moratorium and reinstatement of the zoning.

Rachel Elfenbein of the Walla Walla Community Council (657 Locust St. Walla Walla) made a verbal statement in support of the moratorium and need to reinstate the MHP zoning.

Council Member Cleveland made a motion to close the public hearing at 7:23 PM. Second by Council Member Peterson and the motion passed 7-0.

6. Action Items.

Action, Procedural: 6.01 AB 21116.a - Zoning Moratorium - Manufactured Home Parks - Work Plan -
Mr. Rickard presented a proposed work plan for the Planning Commission to work on the issue of the Mobile Home Park Zoning and requested approval by Council to implement it.
Discussion ensued.

Council Member Peterson made a motion to approve the proposed Zoning Moratorium Work Plan. Second by Council Member Boyle and the motion passed 7-0.

Action: 6.02 AB 21117 - Solid Waste Management Plan (SWMP) Agreement -
Mr. Hartwig presented the Solid Waste Management Plan which is an interlocal agreement with Walla Walla County, Cities of College Place, Walla Walla, Prescott, and Waitsburg for the purpose of establishing an integrated and coordinated waste management program for Walla Walla County. This plan fulfills the Cities and County's obligations under federal and state laws and regulations governing solid waste management. He requested approval for the Mayor to execute the agreement.

Council Member Bobbitt made a motion to authorize the Mayor to execute interlocal agreement for participation in the creation of the Solid Waste Management Plan. Second by Council Member Selby and the motion passed 7-0.

Action: 6.03 AB 21118 - Administrative Fees Resolution Update -
Mr. Rickard reported on a need to amend the building permit fees due to a discovery of a misunderstanding of how comparisons were assessed when the fees were updated on March 23rd of this year.
Discussion ensued.

Council Member Schermann made a motion to authorize Resolution No. 21-027 adopting the updated City fees and charges in Section 3 of Resolution. Second by Council Member Boyle and the motion passed 7-0.

Action: 6.04 AB 21119 - Birch & Whitman Crosswalk -
Mr. Rizzitiello requested authorization to install crosswalk markings at the Whitman Drive and Birch Avenue intersection as it is a crossing that is used regularly for school children going to and from Davis Elementary School.

Council Member Nyhagen made a motion to recommend crosswalk markings at the Whitman Drive & Birch Avenue intersection to College Place City Council. Second by Council Member Cleveland and the motion passed 7-0.

7. Administrative Reports-None.

8. Informational Reports. The following reports were included in the packet for review:

Information: 8.01 CPPD Monthly Report

Information: 8.02 Public Works/Water Department Monthly Report

Information: 8.03 Community Development Department Monthly Report

9. Executive Session-None.

10. Closing Items.

Action: 10.01 Adjournments

Council Member Cleveland made a motion to adjourn the meeting at 7:53 PM. Second by Council Member Selby and, with no objection, the meeting adjourned.

Approved:

Norma L. Hernández –
Mayor

Attest:

Lisa R. Neissl – City Clerk

The foregoing minutes are the official record of the City Council meeting that occurred May 25, 2021. Further detail may be obtained by reviewing the actual audio recording made during this session.

Electronic City Council Workshop (Tuesday, June 1, 2021)

Generated by Lisa Neissl on Tuesday, June 1, 2021

2. Opening Items.Procedural: 2.02 Call To Order**Mayor Hernández called the meeting to order at 5:31 PM.**Procedural: 2.03 Roll Call

PRESENT:

Mayor – Via Web Norma L. Hernández

Council Members – Via Web Jerry Bobbitt, Michael Cleveland, Loren Peterson, Marge Nyhagen,
Melodie Selby, Heather Schermann, Monica BoyleStaff – Via Web Administrator, Mike Rizzitiello; City Attorney, Rea Culwell; Finance
Director, Brian Carleton; HR Manager, Shawn Doering; City Clerk, Lisa
Neissl;

MEMBERS EXCUSED:

MEMBERS ABSENT:

Procedural: 2.04 Pledge of Allegiance**3. Workshop Topics.**Discussion, Information: 3.01 2022 to 2027 Transportation Improvement Plan -

Mr. Rizzitiello reported on the proposed 2022 to 2027 Transportation Improvement Plan.

Discussion ensued.

Discussion, Information: 3.02 Publicly-Owned Broadband System Leased to Private Providers -

Mr. Rizzitiello reported on a proposed publicly owned broadband system that would be leased to private providers.

Discussion ensued.

Discussion, Information: 3.03 Employee Wellness & Recognition -

Ms. Doering presented a proposed revision to the Employee Wellness and Recognition program.

Discussion ensued.

Discussion, Information: 3.04 2021 Strategic Plan Survey -

Mr. Rizzitiello reported on the results of the 2021 Strategic Plan Survey.

Discussion ensued.

4. Adjournments**Council Member Selby made a motion to adjourn the meeting at 6:35 PM. Second by Council Member Nyhagen and, with no objection, the meeting adjourned.**

Approved:

Norma L. Hernández – Mayor

Attest:

Lisa R. Neissl – City Clerk

The foregoing minutes are the official record of the City Council workshop that occurred June 1, 2021. Further detail may be obtained by reviewing the actual audio recording made during this session.

City of College Place, Washington
RESOLUTION NO. 21-028

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON AMENDING
RESOLUTION NO. 619 BY SUPPORTING THE UPDATED COLLEGE PLACE EMPLOYEE WELLNESS AND
EMPLOYEE REGCOGNITION PROGRAMS AND**

Whereas, the City of College Place is a non-charter code city governed by the rules and regulations of Revised Code of Washington (RCW) Title 35A; and

Whereas, the City of College Place Council recognizes that it is an advantage to the City to have an employee wellness program; and

Whereas, recognizing and rewarding employees for their positive contribution to the workplace improves retention and job satisfaction; and

Whereas, meeting the Association of Washington Cities Wellness program standards provides a significant savings (2%) in health insurance premiums; and

Whereas, this program educates and reinforces employee health awareness and healthful lifestyle choices; and

Whereas, the health, both physical and mental, of employees contributes to more productive workplace with fewer illnesses resulting in less time away from the workplace; and

Whereas, Resolution No. 21-028 amends Resolution No. 619 by adding support of the amended plans;

Now therefore, the City Council of the City of College Place do hereby resolve as follows:

Section 1: The City of College Place Council hereby expresses their support of the College Place Employee Wellness Program.

Section 2: The City of College Place Council approves the attached 2021 City of College Place Employee Recognition Policy.

Section 3: The City of College Place Council approves the attached College Place Wellness Program Policy Manual.

Section 4. If any section, subsection, paragraph, sentence, clause, or phrase of this resolution is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this resolution.

Section 5. Clerical Corrections. The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

Section 6: Effective Date. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED by the City Council of the City of College Place, Washington, on the 8th day of June, 2021.

APPROVED:

ATTEST:

Norma Hernández– Mayor

Lisa R. Neissl – City Clerk



CITY OF COLLEGE PLACE

625 South College Avenue
College Place, WA 99324

COLLEGE PLACE WELLNESS COMMITTEE WELLNESS PROGRAM POLICY MANUAL

PURPOSE:

The City of College Place recognizes employees are critical to the quality and efficiency of local government services. The health of its employees directly affects their ability to perform their job duties and provide services to its citizens. The health of employees also has a direct effect on the costs of the City. The City recognizes its need to contribute in a positive way to the health and well-being of its employees. This policy is established as a means to provide information and activities to City employees to educate and reinforce employee health awareness and healthful lifestyle choices.

GOAL:

To support wellness in the workplace by creating a wellness program of health and mental wellness education and fitness activities that meets the needs and interest of the employees.

SCOPE:

This policy applies to all full time City of College Place employees.

VOLUNTARY PARTICIPATION:

Employee participation in the programs and activities of the College Place Wellness Program is voluntary.

WELLNESS PROGRAM COMMITTEE:

1. **Membership:** The Wellness Committee is made up of 5 members representing Public Works, Police, Fire, Community Development and Human Resources, one of which shall be the committee's Chairperson and one of which shall be the committee's Secretary. Membership on this committee is voluntary.
2. **Duties:** The duties of the committee members are to:
 - a. Provide enthusiastic support of the purpose and goal of the Wellness Committee;
 - b. Act as a liaison between the Wellness Committee and the employees to represent the interest, needs, and opinions of the employees;
 - c. Help plan, implement, and promote Wellness programs;

- d. Provide peer support and advocacy to boost wellness program participation;
 - e. Prepare an annual budget for program support;
 - f. Share responsibilities to lessen the workload impact on the Chairperson;
 - g. Perform evaluation of ongoing programs and activities.
- 3. Duties of the Chairperson:** Duties of the Chairperson include:
- a. Setting the time and place of the meetings;
 - b. Communicating with all members of the Committee to coordinate meeting dates and times;
 - c. Preparing an agenda in advance of the meeting and distributing copies to other members, along with notice of the meeting;
 - d. Managing the agenda and discussion of the meeting;
 - e. Provide communication to the Mayor and City Administrator.
- 4. Duties of the Secretary:** The duties of the Secretary include:
- a. Take careful and authentic notes of the proceedings of the meetings as a basis for preparing the minutes;
 - b. Prepare and certify the correctness of the minutes and enter them in the official minute record;
 - c. Provide the minutes to the committee for correction and approval;
 - d. Enter any corrections approved by the committee in the minute record;
 - e. Record the approved minutes as the official minutes of the organization, with the date of their approval, signing them to attest to their validity.
- 5. Meeting Schedule:** The Wellness Committee shall meet monthly during regular business hours.
- 6. Term:** Members of the Wellness Committee will serve an indefinite term.
- 7. Attendance Termination:** If a member has more than 5 unexcused absences, the Committee may vote to remove that member from the committee.
- 8. Confidentiality:** Confidentiality is important in all health education activities. Because the Wellness Committee may offer programs about potentially sensitive issues, the transactions and interaction regarding personal and medical information that take place in the wellness programs will be confidential and will be respected as such.

PROGRAM ACTIVITIES:

- 1. Behavior change programs such as nutritional information, stress reduction, smoking cessation and weight management;
- 2. Motivational programs such as interdepartmental and employee group challenges with occasional prizes for participation in healthful eating, exercise and stress reduction programs;
- 3. Information and awareness programs such as flyers, email communication, bulletin boards, brown bag lunch sessions, wellness seminars, workshops and classes;
- 4. To explore opportunities to develop and institute additional wellness incentives and policies that contributes to the health and wellbeing of employees and their family member.

HEATHY BEHAVIORS:

1. Healthy Food Options – when food is provided during a city sponsored event or meeting the city will provide a healthy food options.
2. Physical Activity Promotion – the city has an onsite exercise equipment normally open to all employees.
3. Personal Care
4. Ergonomic work stations are provided to each employee.
5. Employee Safety
6. Public Works employees conduct weekly safety meetings and attend special safety meetings on new equipment.
7. CPR training is provided to all Public Works employees and to all other interested employees.

PROGRAM BUDGET:

1. Apply for the available AWC grants for Wellness programs;
2. Solicit the City for budget resources.

PROGRAM COSTS:

Depending on the nature of the activity, programs may be provided at cost, low cost, or no cost.

PROGRAM INVOLVEMENT:

8. The City Administrator will provide staff time to the members of the Wellness Committee to conduct its activities;
9. The City Administrator will allow employees time for wellness activities and programs as the normal work demands are appropriately met;
10. To use Action Groups composed of volunteers from the workforce to help implement specific wellness program activities.



2021 City of College Place Employee Recognition Policy

PURPOSE

The City of College Place understands the importance of our staff and appreciates them. Recognition shows employees they are valuable contributors to accomplishing the City's mission. This policy establishes standards, considerations, and approval processes for employee recognition. Under this policy, the Wellness Committee will make a recommendation to the City Administrator for the employee of the quarter from the submitted Home Run Hits. The City Administrator has the final authority on the selection of the Employee of the Quarter (see Procedures below).

BACKGROUND & JUSTIFICATION

Recognition is an important element of employee morale and serves to motivate and reward employees for exemplary work above and beyond that which is required by a position description.

DEFINITIONS

Eligible Employee: All employees are eligible to give and receive a Home Run Hit Certificate.

Home Run Hit: Required form to be filled out by staff member to be eligible for Employee of the Quarter.

Paid Day Off: An additional paid day off to be used by Employee of the Quarter after time off approval by Department Head (must be used in the same year awarded).

PROCEDURES

If an employee desires to give a staff member a Home Run Hit, the employee must complete and sign the award form (Home Run Hit), identifying the justification for the award. The forms are located electronically, available to all employees.

The original form should be awarded to the employee who is being recognized and a copy of the completed form should be given to the HR Department to be eligible for Employee of the Quarter consideration.

AWARDS

The selected Employee of the Quarter is awarded with the following:

- Home Run Hit Certificate
- Signature of the Employee of the Quarter Bat
- A mini Employee of the Quarter Bat for personal keep
- A paid day off (see Definition)

POLICY APPROVED BY:

Michael Rizzitiello
City Administrator

Date

RESOLUTION NO. 619

**A RESOLUTION OF THE CITY OF COLLEGE PLACE COUNCIL
SUPPORTING THE COLLEGE PLACE EMPLOYEE WELLNESS
PROGRAM.**

WHEREAS, the City of College Place Council has determined that it is an advantage to the City to have an employee wellness program; and

WHEREAS, this program will educate and reinforce employee health awareness and healthful lifestyle choices; and

WHEREAS, the fitness and good health of the city's employees insures that our citizens receive the benefit of more productive employees with fewer illnesses resulting in sick leave in the workplace;

NOW THEREFORE, the City Council of the City of College Place do hereby resolve:

Section 1. The City Council of the City of College Place hereby expresses their support of the College Place Employees Wellness Program.

PASSED AND APPROVED by the City Council of College Place, Washington on April 24, 2000.



Mayor



City Clerk



CITY OF COLLEGE PLACE

625 South College Avenue
College Place, WA 99324

COLLEGE PLACE WELLNESS COMMITTEE WELLNESS PROGRAM POLICY MANUAL

PURPOSE:

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GOAL:

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7. CPR training is provided to all Public Works employees and to all other interested employees.

PROGRAM BUDGET:

1. Apply for the available AWC grants for Wellness programs;
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BACKGROUND & JUSTIFICATION

Recognition is an important element of employee morale and serves to motivate and reward employees for exemplary work above and beyond that which is required by a position description.

DEFINITIONS

Eligible Employee: All employees are eligible to give and receive a Home Run Hit Certificate.

Home Run Hit: Required form to be filled out by staff member to be eligible for Employee of the Quarter.

Paid Day Off: An additional paid day off to be used by Employee of the Quarter after time off approval by Department Head (must be used in the same year awarded).

PROCEDURES

If an employee desires to give a staff member a Home Run Hit, the employee must complete and sign the award form (Home Run Hit), identifying the justification for the award. The forms are located electronically, available to all employees.

The original form should be awarded to the employee who is being recognized and a copy of the completed form should be given to the HR Department to be eligible for Employee of the Quarter consideration.

AWARDS

The selected Employee of the Quarter is awarded with the following:

- Home Run Hit Certificate
- Signature of the Employee of the Quarter Bat
- A mini Employee of the Quarter Bat for personal keep
- A paid day off (see Definition)

POLICY APPROVED BY:

Michael Rizzitiello
City Administrator

Date



Employee Name

Hit a Home Run!

On _____ date, _____ witnessed this

Department Director Signature

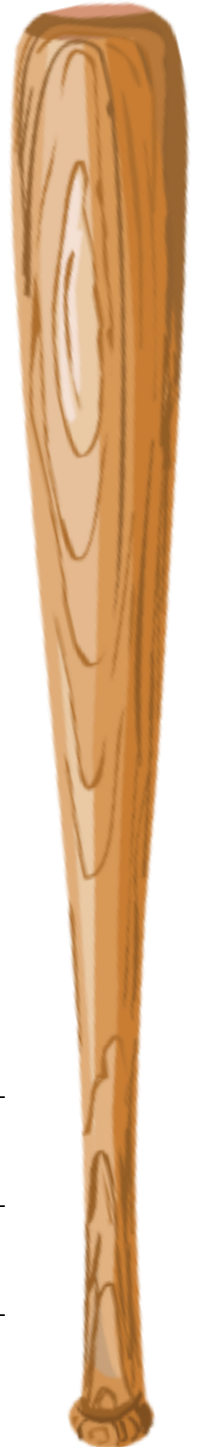
impressive staff member going above and beyond!

Category:

___ External Customer Service ___ Internal Customer Service ___ Special Project ___ Problem Solving

Dept. Director, please provide SPECIFIC details on this Home Run: (What did they do, Who was it done for, What were the results)

Thank you for your commitment to excellence!





City of College Place

RESOLUTION NO. 20-025

A RESOLUTION ADOPTING THE 2021 TO 2026 TRANSPORTATION IMPROVEMENT PLAN FOR CONSTRUCTION AND REPAIR OF ARTERIAL AND COLLECTOR STREETS IN THE CITY OF COLLEGE PLACE, WASHINGTON, ALL IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON.

WHEREAS, a public hearing was held by the College Place City Council on June 23, 2020, relating to a six year transportation improvement plan for the City of College Place, pursuant to the laws of the State of Washington, pertaining to the construction and maintenance of certain arterial and collector streets; and

WHEREAS, notice of said hearing having been given as required by law; and

WHEREAS, the proposed plan would result in needed and essential construction work on certain arterial, collector and local streets, all as set forth in the proposed plan which is attached to this resolution and made a part hereof as fully set forth in this plan; and

WHEREAS, the City Council having heard the statements and having obtained complete information from the College Place Public Works Department:

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of College Place, Washington, that the six year street plan for the development and construction of arterial, collector and local streets, under provision of the laws of the State of Washington, and as attached hereto and made a part hereof shall be and the same is hereby fully adopted; and

BE IT FURTHER RESOLVED, that certified copies of this resolution and said six-year transportation improvement plan be immediately forwarded to the State of Washington that control and manages said arterial and collector street plans.

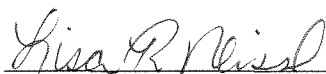
PASSED AND APPROVED by the College Place City Council this 23rd day of June, 2020.

APPROVED:

ATTEST:



Norma Hernandez– Mayor



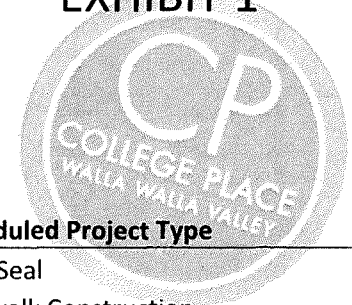
Lisa Neissl – City Clerk

EXHIBIT 1

City of College Place

2021-2026 SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP)

June 23, 2020



Year	Street Segment Description	Federal Classification	Scheduled Project Type
Annual	Chip Seal Program	Local	Chip Seal
Annual	Safewalk Sidewalk Improvements (TIB & CDBG)	Federal and Local	Sidewalk Construction
2021	"C" Street & Myra Road Intersection	Minor Arterial	Intersection Improvements
2021	SW 4th (College to Academy)/Academy (4 th to Whitman Dr)	Major Collector	Cycle Track and Lighting (4Bikes)
2021	SW 10th St (Birch to College)	Local	Full Section/Stormwater
2021	Post Office Crossing	Principal Arterial	Crossing Improvements
2021	SE Meadowbrook	Minor Arterial	Grind and Overlay
2022	College/Southside Development Intersection #1	Principal Arterial	Signalized Intersection
2022	College/Southside Development Intersection #2	Principal Arterial	Signalized Intersection
2022	SW 10th St (College to west dead end)	Local	Full Section/Stormwater
2022	SE Birch (4th-6th)	Local	Full Section/Stormwater
2022	Southside Development East-West Corridor	Major Collector	Corridor Reconstruction
2022	Mojonnier Road (College to Clarence)	Minor Arterial	Corridor Reconstruction
2023	SE 12th St & SE Larch Avenue Intersection	Minor Arterial	Intersection Improvement
2023	SE 12th St (College to Larch)	Minor Arterial	Grind & Overlay
2024	SE 12th St (Larch to Myra)	Minor Arterial	Corridor Reconstruction
2025	Whitman Drive & Larch Avenue Intersection	Minor Arterial	Signalized Intersection
2025	W Whitman Dr -north half (Doans to City Limits)	Major Collector	Corridor Reconstruction
Ten-Year Plan	Taumarson/Peppers Bridge Intersection	Minor Arterial	Signalized Intersection
Ten-Year Plan	College Ave/SR125/Intersection	Principal Arterial	Signalized Intersection
Ten Year Plan	NE Cedar Ave (A to C)	Local	Corridor Reconstruction
Ten Year Plan	NE Damson Ave ("C" to Rose)	Local	Corridor Reconstruction
Ten-year Plan	Southside Development South (Clarence?) Extension	Major Collector	Corridor Reconstruction
Ten-year Plan	SE Dewey Dr	Local	Corridor Reconstruction
Ten-year Plan	SE Sky Ave (12th to Scenic)	Local	Corridor Reconstruction
Ten-year Plan	SE Birch Ave (Whitman to C)	Local	Corridor Reconstruction
Ten-year Plan	Lambert (Rose to "C" St)	Major Collector	Corridor Reconstruction

Ten-year Plan	Myra Road & Garrison Village Way Intersection	Minor Arterial	Signalized Intersection
Ten-year Plan	SW Davis Extension (4th to 8th)	Major Collector	Corridor Reconstruction
Ten-year Plan	SW Davis Extension (8th to 12th)	Minor Collector	Corridor Reconstruction
Long-term Plan	SE Ash Ave (Whitman to 4th)	Major Collector	Grind and Overlay
Long-term Plan	SE 11th (Birch to Date)	Local	Corridor Reconstruction
Long-term Plan	"C" Street & Larch Avenue Intersection	Minor Arterial	Signalized Intersection
Long-term Plan	Peppers Bridge (McMinn Rd to Old Milton Hwy)	Local	Corridor Reconstruction
Long-term Plan	SW Doans/Clarence Ave (south City Limits to Mojonier)	Minor Collector	Corridor Reconstruction
Long-term Plan	SW 12th St (College to proposed SW Davis Ext)	Major Collector	Corridor Reconstruction
Long-term Plan	SW 4th (Academy to Hayden Home Ownership)	Minor Collector	Corridor Reconstruction

City of College Place

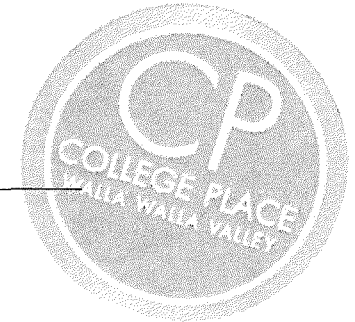
2020-2025 CHIP SEAL PROGRAM

June 23, 2020

Year	Street Segment Description
2021	Highland Park Drive (Tentative)
2021	Davin Drive (Tentative)
2022	Sunset Villa
2022	Cedar Bend Subdivision
2023	10 th (Birch – Date)
2023	8 th (College – Date)
2023	Newgate (12 th – Scenic)
2023	Scenic (Mockingbird to Commercial)
2024	Bade (4 th – 12 th)
2024	13 th (College – 12 th)
2025	Sherburne Estates
2025	Puff Lane
2025	Deccio Road

2020-2025 SAFEWALK SIDEWALKS IMPROVEMENT PROGRAM

June 23, 2020

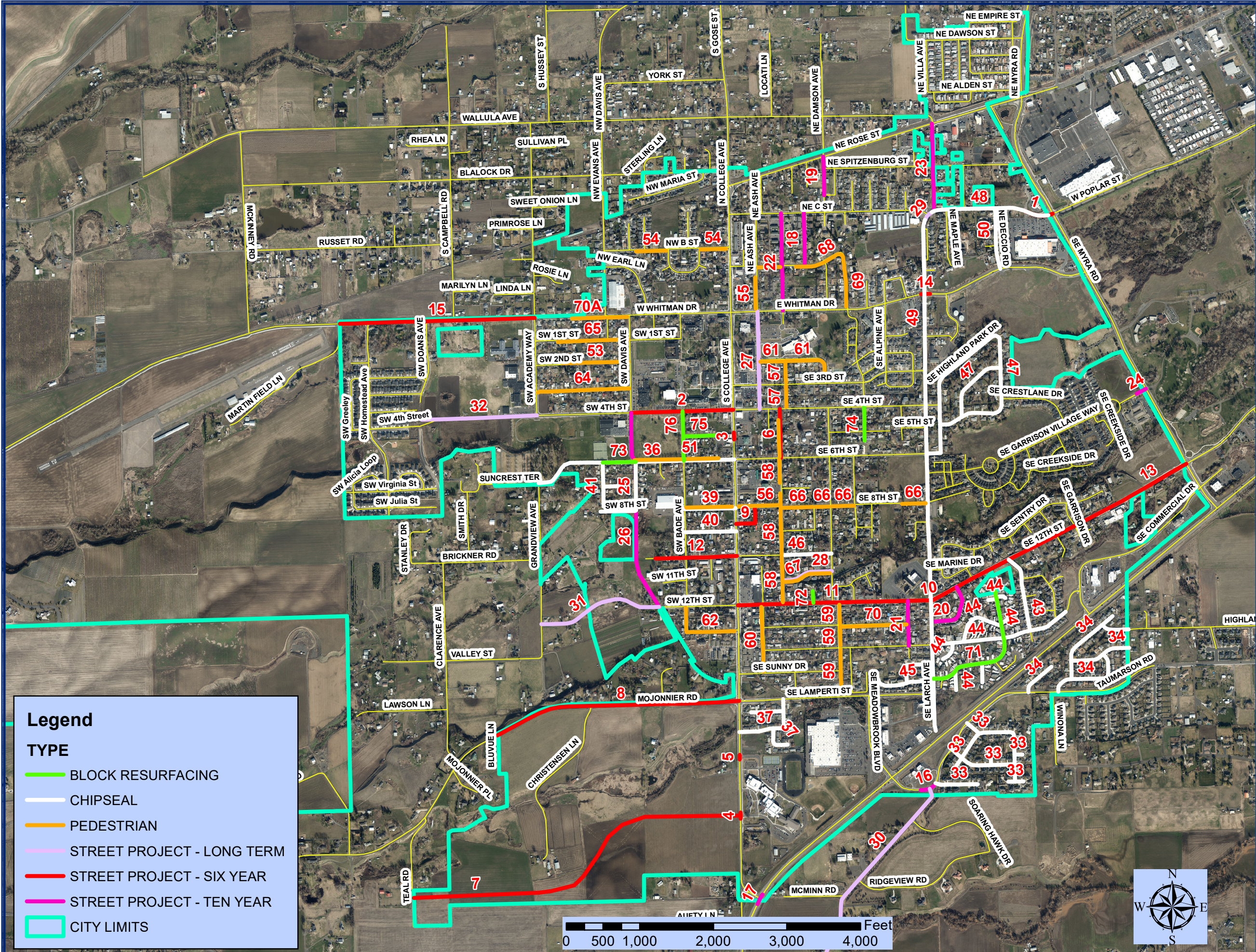


Year	Street Segment Description
2021	Davis Street - East side from Whitman Drive to 2nd Street.
2021	Bade Street - West side from 5th to 6th Street.
2021	Bade Street - West side from 7th to 10th Street and 12th to 13th Streets.
2021	12th Street - North side from College Ave to Bade.
2022-2026	2nd Street – Academy to Davis
2022-2026	8th Street – Bade to Birch
2022-2026	6th Street –gap midblock between Bade and College
2022-2026	Broadway – 12th Street to Sunny
2022-2026	B Street – missing gaps between Ruby and Spagnolo and Spagnolo and College
2022-2026	Ash Street – A Street to Whitman Drive
2022-2026	College Avenue – Lamperti to SR125
2022-2026	2nd Street - North side of roadway from Davis to about 3/4 of the way down block.
2022-2026	8th Street - North side from Bade to Birch Streets.

NOTES:

1. Ten-year Transportation Improvement Plan projects and Long-term Transportation Improvement Plan projects are Six-year Plan candidates that will be included on the Six-year Transportation Improvement Plan Projects list as need and funding dictate throughout the six-year cycle.
2. Projects listed in the Six-year, the Ten-year and the Long-term Transportation Improvement Plan Projects include a pedestrian facility (sidewalks and street-side amenities) component to be constructed as funds allow.
3. The City's chip seal program is a part of the Six-year Transportation Improvement Plan.
4. The City's Safewalk Sidewalk Program is a part of the Six-year Transportation Improvement Plan.

2022 TO 2027 TRANSPORTATION IMPROVEMENT PLAN



- Projects
- Street Projects
1. C Street & Myra Rd Intersection: 2021
 2. SW 4th 4Bikes Project: 2021
 3. Post Office Crossing: 2022
 4. College/Southside Development Intersection #1: 2022
 5. College/Southside Development Intersection #2: 2022
 6. SE Birch (4th to 6th): 2022
 7. Southside Development East-West Corridor: 2022
 8. Mojonner Rd (College to Bluvue Ct): 2022
 9. SE 9th Street (College Dead End): 2022
 10. SE Larch & 12th Intersection: 2023
 11. SE 12th (College to Larch): 2023
 12. SW 10th St (College to Dead End): 2024
 13. SE 12th St (Larch to Myra): 2025
 14. Whitman Dr & Larch Intersection: 2025
 15. W. Whitman Dr - north half (Academy to City Limits): 2026
 16. Taumaron & Peppers Bridge Intersection: Ten Year
 17. College Ave & SR 125 Intersection: Ten Year
 18. NE Cedar Ave (A to C Street): Ten Year
 19. NE Damson Ave (Rose to Cargill): Ten Year
 20. SE Dewey Ave (12th to Larch): Ten Year
 21. SE Sky Ave (12th to Scenic): Ten Year
 22. SE Birch Ave (Whitman to C): Ten Year
 23. NE Lambert (Rose to C): Ten Year
 24. Myra Rd & Garrison Village Way: Ten Year
 25. SW Davis Extension (4th to 8th): Ten Year
 26. SW Davis Extension (8th to 12th): Ten Year
 27. SE Ash Ave (Whitman to 4th): Long Term
 28. SE 11th (Birch to Date): Long Term
 29. C St & Larch Ave Intersection: Long Term
 30. Peppers Bridge (Taumaron to Old Milton): Long Term
 31. SW 12th (Davis to Grandview): Long Term
 32. SW 4th (Academy to Homestead): Long Term
- Chipseal
33. Harvest Meadows Subdivision: 2022
 34. Knapp Addition: 2022
 35. SE Bliss Ln: 2022
 36. SW 6th St (College Ave to City Limits): 2023
 37. Cedar Bend Subdivision: 2023
 38. SW 7th St: 2023
 39. SW 8th St (College to Bade), (Davis to Evans): 2023
 40. SW 9th St: 2023
 41. SW Evans Ave (6th to 8th): 2023
 42. SW Davis Ave (6th to 8th): 2023
 43. Autumn Meadows Subdivision: 2024
 44. Country Estates Subdivision: 2024
 45. Sherburne Addition Subdivision: 2024
 46. SE 10th St (Birch to Date): 2024
 47. Highland Park Addition: 2025
 48. NE C St (Larch to Myra): 2026
 49. NE/SE Larch (C to SR 125): 2026
 50. NE Deccio Rd (C to Whitman): 2027
- Pedestrian (Safewalk) Program
51. SW 6th St (College to Davis) - North Side: 2022
 52. SW 8th St (College to Bade) - North Side: 2022
 53. SW 2nd St (Davis to Academy) - South Side: 2023
 54. NW B St (College to Evans) - South Side: 2023
 55. NE Ash St (A to Whitman) - West Side: 2023
 56. SE 8th St (College to Birch) - North Side: 2024
 57. SE Birch (2nd to 4th) - East Side: 2024
 58. SE Birch (4th to 12th) - West Side: 2024
 59. SE Central (12th to Valley) - East Side: 2025 to 2027
 60. SE Broadway Ave (12th to Sunny) - West Side: 2025 to 2027
 61. SE 2nd (Ash to Date) - South Side: 2025 to 2027
 62. SW 13th St (Bade to College) - South Side: 2025 to 2027
 63. SW Bade (12th to 13th) - West Side: 2025 to 2027
 64. SW 3rd St (Davis to Academy) - South Side: 2025 to 2027
 65. SW 1st St (Davis to Academy) - North Side: 2025 to 2027
 66. SE 8th St (Birch to Larch) - South Side: 2025 to 2027
 67. SE 11th St (Birch to Date) - South Side: 2025 to 2027
 68. NE A St (Ash to Tremont) - South Side: 2025 to 2027
 69. NE Tremont Ave (A to Whitman) - West Side: 2025 to 2027
 70. SE Mountainview Ave (Sky to Central): 2025 to 2027
 - 70A: Whitman Drive Multiuse Path: 2025 to 2027
- Street Resurfacing Program
71. SE Mockingbird Drive: 2022
 72. SE Cotter Pl: 2023
 74. SW 6th St (Davis to Evans): 2024
 75. SW 5th St (Bade to Dead End): 2025
 76. SW Bade St (4th to 6th): 2026
 77. SE Elm St (4th to Dead End): 2027

City of College Place
RESOLUTION NO. 21-029

A RESOLUTION ADOPTING THE 2022 TO 2027 TRANSPORTATION IMPROVEMENT PLAN FOR CONSTRUCTION AND REPAIR OF ARTERIAL AND COLLECTOR STREETS IN THE CITY OF COLLEGE PLACE, WASHINGTON, ALL IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON.

WHEREAS, a public hearing was held by the College Place City Council on June 8th, 2021, relating to a six-year transportation improvement plan for the City of College Place, pursuant to the laws of the State of Washington, pertaining to the construction and maintenance of certain arterial and collector streets; and

WHEREAS, notice of said hearing having been given as required by law; and

WHEREAS, the proposed plan would result in needed and essential construction work on certain arterial, collector and local streets, all as set forth in the proposed plan which is attached to this resolution and made a part hereof as fully set forth in this plan; and

WHEREAS, the City Council having heard the statements and having obtained complete information from the College Place Public Works Department:

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of College Place, Washington, that the six-year street plan for the development and construction of arterial, collector and local streets, under provision of the laws of the State of Washington, and as attached hereto and made a part hereof shall be and the same is hereby fully adopted; and

BE IT FURTHER RESOLVED, that certified copies of this resolution and said six-year transportation improvement plan be immediately forwarded to the State of Washington that control and manages said arterial and collector street plans.

CLERICAL CORRECTIONS. The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

EFFECTIVE DATE. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED AND APPROVED by the College Place City Council this 8th day of June, 2021.

APPROVED:

ATTEST:

Norma Hernandez– Mayor

Lisa Neissl – City Clerk

City of College Place

2022-2027 SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP)June 8th, 2021

Year	Street Segment Description	Federal Classification	Scheduled Project Type
Annual	Chip Seal Program	Local	Chip Seal
Annual	Safewalk Sidewalk Improvements (TIB & CDBG)	Federal and Local	Sidewalk Construction
2021	"C" Street & Myra Road Intersection	Minor Arterial	Intersection Improvements
2021	SW 4th (College to Academy)/Academy (4 th to Whitman Dr)	Major Collector	Cycle Track and Lighting (4Bikes)
2022	Post Office Crossing	Principal Arterial	Crossing Improvements
2022	College/Southside Development Intersection #1	Principal Arterial	Signalized Intersection
2022	College/Southside Development Intersection #2	Principal Arterial	Signalized Intersection
2022	SE Birch (4th-6th)	Local	Full Section/Stormwater
2022	Southside Development East-West Corridor	Major Collector	Corridor Reconstruction
2022	Mojonnier Road (College to Bluvue-Ln)	Minor Arterial	Corridor Reconstruction
2022	SE 9 th Reconstruction (College to Dead End)	Local	Corridor Reconstruction
2023	SE 12th St & SE Larch Avenue Intersection	Minor Arterial	Intersection Improvement
2023	SE 12th St (College to Larch)	Minor Arterial	Grind & Overlay
2024	SW 10 th Street (College to west dead end)	Local	Full Section/Stormwater
2025	SE 12th St (Larch to Myra)	Minor Arterial	Corridor Reconstruction
2025	Whitman Drive & Larch Avenue Intersection	Minor Arterial	Signalized Intersection
2026	W Whitman Dr -north half (Doans to City Limits)	Major Collector	Corridor Reconstruction
Ten-Year Plan	Taumarson/Peppers Bridge Intersection	Minor Arterial	Signalized Intersection
Ten-Year Plan	College Ave/SR125/Intersection	Principal Arterial	Signalized Intersection
Ten Year Plan	NE Cedar Ave (A to C)	Local	Corridor Reconstruction
Ten Year Plan	NE Damson Ave ("C" to Rose)	Local	Corridor Reconstruction
Ten-year Plan	Southside Development South (Clarence?) Extension	Major Collector	Corridor Reconstruction
Ten-year Plan	SE Dewey Dr	Local	Corridor Reconstruction
Ten-year Plan	SE Sky Ave (12th to Scenic)	Local	Corridor Reconstruction
Ten-year Plan	SE Birch Ave (Whitman to C)	Local	Corridor Reconstruction
Ten-year Plan	Lambert (Rose to "C" St)	Major Collector	Corridor Reconstruction
Ten-year Plan	Myra Road & Garrison Village Way Intersection	Minor Arterial	Signalized Intersection

Ten-year Plan	SW Davis Extension (4th to 8th)	Major Collector	Corridor Reconstruction
Ten-year Plan	SW Davis Extension (8th to 12th)	Minor Collector	Corridor Reconstruction
Long-term Plan	SE Ash Ave (Whitman to 4th)	Major Collector	Grind and Overlay
Long-term Plan	SE 11th (Birch to Date)	Local	Corridor Reconstruction
Long-term Plan	"C" Street & Larch Avenue Intersection	Minor Arterial	Signalized Intersection
Long-term Plan	Peppers Bridge (McMinn Rd to Old Milton Hwy)	Local	Corridor Reconstruction
Long-term Plan	SW Doans/Clarence Ave (south City Limits to Mojonnier)	Minor Collector	Corridor Reconstruction
Long-term Plan	SW 12th St (College to proposed SW Davis Ext)	Major Collector	Corridor Reconstruction
Long-term Plan	SW 4th (Academy to Hayden Home Ownership)	Minor Collector	Corridor Reconstruction

2022-2027 CHIP SEAL PROGRAM

June 8th, 2021



Year	Street Segment Description
2022	Harvest Meadows Subdivision
2022	Knapp Addition
2022	SE Bliss Ln
2023	SW 6 th Street (College Ave to City Limits)
2023	Cedar Bend Subdivision
2023	SW 7 th Street
2023	SW 8 th Street (College to Bade), (Davis to Evans)
2023	SW 9 th Street
2023	SW Evans Ave (SW 6 th to 8 th)
2023	SW Davis Ave (SW 6 th to 8 th)
2024	Autumn Meadows Subdivision
2024	Country Estates Subdivision
2024	Sherburne Addition Subdivision
2024	SW 10 th Street (Birch to Date)
2025	Highland Park Addition
2026	NE C St (Larch to Myra)
2026	NE/SE Larch Ave (C Street to SR 125)
2027	NE Deccio Rd (C Street to Whitman Drive)

2022-2027 SAFEWALK SIDEWALKS IMPROVEMENT PROGRAM

June 8th, 2021



Year	Street Segment Description
2022	SW 6 th Street (College Avenue to Davis Avenue) - North Side
2022	SW 8 th Street (College Avenue to Bade Avenue) - North Side
2023	SW 2 nd Street (Davis Avenue to Academy Way) – South Side
2023	NW B Street (College Avenue to Evans Avenue) – South Side
2023	NE Ash Street (A Street to Whitman Drive) – West Side
2024	SE 8 th Street (College Avenue to Birch Avenue)
2024	SE Birch Avenue (2 nd to 4 th Street) – East Side
2024	SE Birch Avenue (4 th to 12 th Street) – West Side
2025-2027	SE Central Avenue (12 th Street to Valley Way)
2025-2027	SE Broadway Avenue (12 th Street to Sunny Drive) – West Side
2025-2027	SE 2 nd Street (Ash Avenue to Date Avenue) – South Side
2025-2027	SW 13 th Street (Bade Avenue to College Avenue) – South Side
2025-2027	SW Bade Avenue (12 th Street to 13 th Street) – West Side
2025-2027	SW 3 rd Street (Davis Avenue to Academy Way) – South Side
2025-2027	SW 1 st Street (Davis Avenue to Academy Way)
2025-2027	SE 8 th Street (Birch Avenue to Larch Avenue) – South Side
2025 - 2027	SE 11 th Street (Birch Avenue to Date Avenue) – South Side
2025 - 2027	NE A Street (Ash Avenue to Tremont Avenue) – South Side
2025 - 2027	NE Tremont Avenue (A Street to Whitman Drive) – West Side
2025 - 2027	SE Mountainview Drive (Sky Avenue to Central Avenue) – South Side
2025 – 2027	Whitman Drive Multiuse Path Completion (Evans to Davis Area) – South Side

NOTES:

1. Ten-year Transportation Improvement Plan projects and Long-term Transportation Improvement Plan projects are Six-year Plan candidates that will be included on the Six-year Transportation Improvement Plan Projects list as need and funding dictate throughout the six-year cycle.
2. Projects listed in the Six-year, the Ten-year and the Long-term Transportation Improvement Plan Projects include a pedestrian facility (sidewalks and street-side amenities) component to be constructed as funds allow.
3. The City's chip seal program is a part of the Six-year Transportation Improvement Plan.
4. The City's Safewalk Sidewalk Program is a part of the Six-year Transportation Improvement Plan.

City of College Place

2022-2027 BLOCK RESURFACING PROGRAM

June 8th, 2021

NOTES:

1. This program is funded by REET 1 Funds and entails simple pavement resurfacing of a street. No other items included.

Year	Street Segment Description
2022	SE Mockingbird Drive
2023	SE Cotter Place
2024	SW 6 th Street (Davis to Evans)
2025	SE Elm Street (4 th to Dead End)
2026	SW 5 th Street (Bade to Dead End)
2027	SW Bade Avenue (4 th to 6 th)

EXHIBIT 2

City of College Place

RESOLUTION NO. XXX

A RESOLUTION ADOPTING THE 2021 TO 2026 TRANSPORTATION IMPROVEMENT PLAN FOR CONSTRUCTION AND REPAIR OF ARTERIAL AND COLLECTOR STREETS IN THE CITY OF COLLEGE PLACE, WASHINGTON, ALL IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON.

WHEREAS, a public hearing was held by the College Place City Council on June 23, 2020, relating to a six year transportation improvement plan for the City of College Place, pursuant to the laws of the State of Washington, pertaining to the construction and maintenance of certain arterial and collector streets; and

WHEREAS, notice of said hearing having been given as required by law; and

WHEREAS, the proposed plan would result in needed and essential construction work on certain arterial, collector and local streets, all as set forth in the proposed plan which is attached to this resolution and made a part hereof as fully set forth in this plan; and

WHEREAS, the City Council having heard the statements and having obtained complete information from the College Place Public Works Department:

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of College Place, Washington, that the six year street plan for the development and construction of arterial, collector and local streets, under provision of the laws of the State of Washington, and as attached hereto and made a part hereof shall be and the same is hereby fully adopted; and

BE IT FURTHER RESOLVED, that certified copies of this resolution and said six-year transportation improvement plan be immediately forwarded to the State of Washington that control and manages said arterial and collector street plans.

PASSED AND APPROVED by the College Place City Council this 23th day of June, 2020.

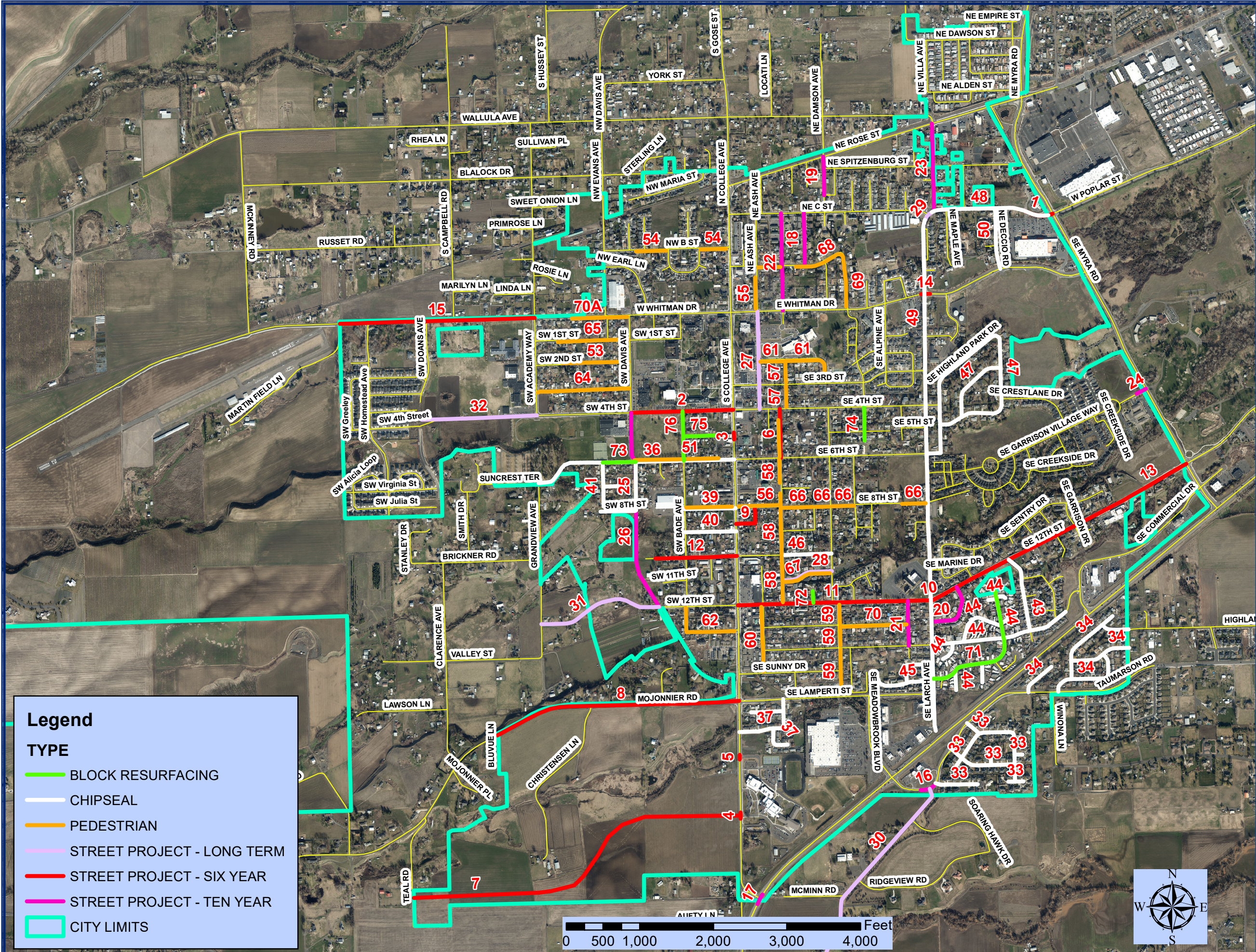
APPROVED:

ATTEST:

Norma Hernandez– Mayor

Lisa Neissl – City Clerk

2022 TO 2027 TRANSPORTATION IMPROVEMENT PLAN



- Projects
- Street Projects
1. C Street & Myra Rd Intersection: 2021
 2. SW 4th 4Bikes Project: 2021
 3. Post Office Crossing: 2022
 4. College/Southside Development Intersection #1: 2022
 5. College/Southside Development Intersection #2: 2022
 6. SE Birch (4th to 6th): 2022
 7. Southside Development East-West Corridor: 2022
 8. Mojonner Rd (College to Bluvue Ct): 2022
 9. SE 9th Street (College Dead End): 2022
 10. SE Larch & 12th Intersection: 2023
 11. SE 12th (College to Larch): 2023
 12. SW 10th St (College to Dead End): 2024
 13. SE 12th St (Larch to Myra): 2025
 14. Whitman Dr & Larch Intersection: 2025
 15. W. Whitman Dr - north half (Academy to City Limits): 2026
 16. Taumaron & Peppers Bridge Intersection: Ten Year
 17. College Ave & SR 125 Intersection: Ten Year
 18. NE Cedar Ave (A to C Street): Ten Year
 19. NE Damson Ave (Rose to Cargill): Ten Year
 20. SE Dewey Ave (12th to Larch): Ten Year
 21. SE Sky Ave (12th to Scenic): Ten Year
 22. SE Birch Ave (Whitman to C): Ten Year
 23. NE Lambert (Rose to C): Ten Year
 24. Myra Rd & Garrison Village Way: Ten Year
 25. SW Davis Extension (4th to 8th): Ten Year
 26. SW Davis Extension (8th to 12th): Ten Year
 27. SE Ash Ave (Whitman to 4th): Long Term
 28. SE 11th (Birch to Date): Long Term
 29. C St & Larch Ave Intersection: Long Term
 30. Peppers Bridge (Taumaron to Old Milton): Long Term
 31. SW 12th (Davis to Grandview): Long Term
 32. SW 4th (Academy to Homestead): Long Term
- Chipseal
33. Harvest Meadows Subdivision: 2022
 34. Knapp Addition: 2022
 35. SE Bliss Ln: 2022
 36. SW 6th St (College Ave to City Limits): 2023
 37. Cedar Bend Subdivision: 2023
 38. SW 7th St: 2023
 39. SW 8th St (College to Bade), (Davis to Evans): 2023
 40. SW 9th St: 2023
 41. SW Evans Ave (6th to 8th): 2023
 42. SW Davis Ave (6th to 8th): 2023
 43. Autumn Meadows Subdivision: 2024
 44. Country Estates Subdivision: 2024
 45. Sherburne Addition Subdivision: 2024
 46. SE 10th St (Birch to Date): 2024
 47. Highland Park Addition: 2025
 48. NE C St (Larch to Myra): 2026
 49. NE/SE Larch (C to SR 125): 2026
 50. NE Deccio Rd (C to Whitman): 2027
- Pedestrian (Safewalk) Program
51. SW 6th St (College to Davis) - North Side: 2022
 52. SW 8th St (College to Bade) - North Side: 2022
 53. SW 2nd St (Davis to Academy) - South Side: 2023
 54. NW B St (College to Evans) - South Side: 2023
 55. NE Ash St (A to Whitman) - West Side: 2023
 56. SE 8th St (College to Birch) - North Side: 2024
 57. SE Birch (2nd to 4th) - East Side: 2024
 58. SE Birch (4th to 12th) - West Side: 2024
 59. SE Central (12th to Valley) - East Side: 2025 to 2027
 60. SE Broadway Ave (12th to Sunny) - West Side: 2025 to 2027
 61. SE 2nd (Ash to Date) - South Side: 2025 to 2027
 62. SW 13th St (Bade to College) - South Side: 2025 to 2027
 63. SW Bade (12th to 13th) - West Side: 2025 to 2027
 64. SW 3rd St (Davis to Academy) - South Side: 2025 to 2027
 65. SW 1st St (Davis to Academy) - North Side: 2025 to 2027
 66. SE 8th St (Birch to Larch) - South Side: 2025 to 2027
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 70. SE Mountainview Ave (Sky to Central): 2025 to 2027
 - 70A: Whitman Drive Multiuse Path: 2025 to 2027
- Street Resurfacing Program
71. SE Mockingbird Drive: 2022
 72. SE Cotter Pl: 2023
 74. SW 6th St (Davis to Evans): 2024
 75. SW 5th St (Bade to Dead End): 2025
 76. SW Bade St (4th to 6th): 2026
 77. SE Elm St (4th to Dead End): 2027

City of College Place
RESOLUTION NO. 21-029

A RESOLUTION ADOPTING THE 2022 TO 2027 TRANSPORTATION IMPROVEMENT PLAN FOR CONSTRUCTION AND REPAIR OF ARTERIAL AND COLLECTOR STREETS IN THE CITY OF COLLEGE PLACE, WASHINGTON, ALL IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON.

WHEREAS, a public hearing was held by the College Place City Council on June 8th, 2021, relating to a six-year transportation improvement plan for the City of College Place, pursuant to the laws of the State of Washington, pertaining to the construction and maintenance of certain arterial and collector streets; and

WHEREAS, notice of said hearing having been given as required by law; and

WHEREAS, the proposed plan would result in needed and essential construction work on certain arterial, collector and local streets, all as set forth in the proposed plan which is attached to this resolution and made a part hereof as fully set forth in this plan; and

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BE IT FURTHER RESOLVED, that certified copies of this resolution and said six-year transportation improvement plan be immediately forwarded to the State of Washington that control and manages said arterial and collector street plans.

CLERICAL CORRECTIONS. The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

EFFECTIVE DATE. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED AND APPROVED by the College Place City Council this 8th day of June, 2021.

APPROVED:

ATTEST:

Norma Hernandez– Mayor

Lisa Neissl – City Clerk

City of College Place

2022-2027 SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP)June 8th, 2021

Year	Street Segment Description	Federal Classification	Scheduled Project Type
Annual	Chip Seal Program	Local	Chip Seal
Annual	Safewalk Sidewalk Improvements (TIB & CDBG)	Federal and Local	Sidewalk Construction
2021	"C" Street & Myra Road Intersection	Minor Arterial	Intersection Improvements
2021	SW 4th (College to Academy)/Academy (4 th to Whitman Dr)	Major Collector	Cycle Track and Lighting (4Bikes)
2022	Post Office Crossing	Principal Arterial	Crossing Improvements
2022	College/Southside Development Intersection #1	Principal Arterial	Signalized Intersection
2022	College/Southside Development Intersection #2	Principal Arterial	Signalized Intersection
2022	SE Birch (4th-6th)	Local	Full Section/Stormwater
2022	Southside Development East-West Corridor	Major Collector	Corridor Reconstruction
2022	Mojonnier Road (College to Bluvue-Ln)	Minor Arterial	Corridor Reconstruction
2022	SE 9 th Reconstruction (College to Dead End)	Local	Corridor Reconstruction
2023	SE 12th St & SE Larch Avenue Intersection	Minor Arterial	Intersection Improvement
2023	SE 12th St (College to Larch)	Minor Arterial	Grind & Overlay
2024	SW 10 th Street (College to west dead end)	Local	Full Section/Stormwater
2025	SE 12th St (Larch to Myra)	Minor Arterial	Corridor Reconstruction
2025	Whitman Drive & Larch Avenue Intersection	Minor Arterial	Signalized Intersection
2026	W Whitman Dr -north half (Doans to City Limits)	Major Collector	Corridor Reconstruction
Ten-Year Plan	Taumarson/Peppers Bridge Intersection	Minor Arterial	Signalized Intersection
Ten-Year Plan	College Ave/SR125/Intersection	Principal Arterial	Signalized Intersection
Ten Year Plan	NE Cedar Ave (A to C)	Local	Corridor Reconstruction
Ten Year Plan	NE Damson Ave ("C" to Rose)	Local	Corridor Reconstruction
Ten-year Plan	Southside Development South (Clarence?) Extension	Major Collector	Corridor Reconstruction
Ten-year Plan	SE Dewey Dr	Local	Corridor Reconstruction
Ten-year Plan	SE Sky Ave (12th to Scenic)	Local	Corridor Reconstruction
Ten-year Plan	SE Birch Ave (Whitman to C)	Local	Corridor Reconstruction
Ten-year Plan	Lambert (Rose to "C" St)	Major Collector	Corridor Reconstruction
Ten-year Plan	Myra Road & Garrison Village Way Intersection	Minor Arterial	Signalized Intersection

Ten-year Plan	SW Davis Extension (4th to 8th)	Major Collector	Corridor Reconstruction
Ten-year Plan	SW Davis Extension (8th to 12th)	Minor Collector	Corridor Reconstruction
Long-term Plan	SE Ash Ave (Whitman to 4th)	Major Collector	Grind and Overlay
Long-term Plan	SE 11th (Birch to Date)	Local	Corridor Reconstruction
Long-term Plan	"C" Street & Larch Avenue Intersection	Minor Arterial	Signalized Intersection
Long-term Plan	Peppers Bridge (McMinn Rd to Old Milton Hwy)	Local	Corridor Reconstruction
Long-term Plan	SW Doans/Clarence Ave (south City Limits to Mojonnier)	Minor Collector	Corridor Reconstruction
Long-term Plan	SW 12th St (College to proposed SW Davis Ext)	Major Collector	Corridor Reconstruction
Long-term Plan	SW 4th (Academy to Hayden Home Ownership)	Minor Collector	Corridor Reconstruction

2022-2027 CHIP SEAL PROGRAM

June 8th, 2021



Year	Street Segment Description
2022	Harvest Meadows Subdivision
2022	Knapp Addition
2022	SE Bliss Ln
2023	SW 6 th Street (College Ave to City Limits)
2023	Cedar Bend Subdivision
2023	SW 7 th Street
2023	SW 8 th Street (College to Bade), (Davis to Evans)
2023	SW 9 th Street
2023	SW Evans Ave (SW 6 th to 8 th)
2023	SW Davis Ave (SW 6 th to 8 th)
2024	Autumn Meadows Subdivision
2024	Country Estates Subdivision
2024	Sherburne Addition Subdivision
2024	SW 10 th Street (Birch to Date)
2025	Highland Park Addition
2026	NE C St (Larch to Myra)
2026	NE/SE Larch Ave (C Street to SR 125)
2027	NE Deccio Rd (C Street to Whitman Drive)

2022-2027 SAFEWALK SIDEWALKS IMPROVEMENT PROGRAM

June 8th, 2021



Year	Street Segment Description
2022	SW 6 th Street (College Avenue to Davis Avenue) - North Side
2022	SW 8 th Street (College Avenue to Bade Avenue) - North Side
2023	SW 2 nd Street (Davis Avenue to Academy Way) – South Side
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2023	NE Ash Street (A Street to Whitman Drive) – West Side
2024	SE 8 th Street (College Avenue to Birch Avenue)
2024	SE Birch Avenue (2 nd to 4 th Street) – East Side
2024	SE Birch Avenue (4 th to 12 th Street) – West Side
2025-2027	SE Central Avenue (12 th Street to Valley Way)
2025-2027	SE Broadway Avenue (12 th Street to Sunny Drive) – West Side
2025-2027	SE 2 nd Street (Ash Avenue to Date Avenue) – South Side
2025-2027	SW 13 th Street (Bade Avenue to College Avenue) – South Side
2025-2027	SW Bade Avenue (12 th Street to 13 th Street) – West Side
2025-2027	SW 3 rd Street (Davis Avenue to Academy Way) – South Side
2025-2027	SW 1 st Street (Davis Avenue to Academy Way)
2025-2027	SE 8 th Street (Birch Avenue to Larch Avenue) – South Side
2025 - 2027	SE 11 th Street (Birch Avenue to Date Avenue) – South Side
2025 - 2027	NE A Street (Ash Avenue to Tremont Avenue) – South Side
2025 - 2027	NE Tremont Avenue (A Street to Whitman Drive) – West Side
2025 - 2027	SE Mountainview Drive (Sky Avenue to Central Avenue) – South Side
2025 – 2027	Whitman Drive Multiuse Path Completion (Evans to Davis Area) – South Side

NOTES:

1. Ten-year Transportation Improvement Plan projects and Long-term Transportation Improvement Plan projects are Six-year Plan candidates that will be included on the Six-year Transportation Improvement Plan Projects list as need and funding dictate throughout the six-year cycle.
2. Projects listed in the Six-year, the Ten-year and the Long-term Transportation Improvement Plan Projects include a pedestrian facility (sidewalks and street-side amenities) component to be constructed as funds allow.
3. The City's chip seal program is a part of the Six-year Transportation Improvement Plan.
4. The City's Safewalk Sidewalk Program is a part of the Six-year Transportation Improvement Plan.

City of College Place

2022-2027 BLOCK RESURFACING PROGRAM

June 8th, 2021

NOTES:

1. This program is funded by REET 1 Funds and entails simple pavement resurfacing of a street. No other items included.

Year	Street Segment Description
2022	SE Mockingbird Drive
2023	SE Cotter Place
2024	SW 6 th Street (Davis to Evans)
2025	SE Elm Street (4 th to Dead End)
2026	SW 5 th Street (Bade to Dead End)
2027	SW Bade Avenue (4 th to 6 th)

City of College Place, Washington

RESOLUTION NO. 21-030

A RESOLUTION OF THE CITY OF COLLEGE PLACE, WASHINGTON, AUTHORIZING & SUPPORTING PURSUIT OF GRANT FUNDS FOR THE CONSTRUCTION OF A PUBLICLY-OWNED DARK-FIBER BROADBAND NETWORK

WHEREAS, the City of College Place is a non-charter code city under Title 35A RCW; and

WHEREAS, the lack of internet providers, available speeds, and cost of plans is a quality of life and economic development issue for the City and its citizens; and

WHEREAS, the Port of Walla Walla obtained a State Community Economic Revitalization Board (CERB) grant to develop a study that explores gaps in broadband coverage across Walla Walla County; and

WHEREAS, the study identified lack of providers, broadband speed issues, and cost concerns pertaining to broadband availability in key areas of Walla Walla County including pockets of College Place; and

WHEREAS, the Port of Whitman County through its subsidiary Petrichor which owns, operates, and manages publicly-owned broadband systems in the State has completed a draft of the study; and

WHEREAS, Broadband is a qualifying activity for the upcoming American Rescue Plan grant monies being released to Cities, Counties, and States, and

WHEREAS, future grant monies for publicly owned broadband will be offered through various agencies such as the Federal Communications Commission (FCC), Federal Economic Development Administration (EDA), State Community Economic Revitalization Board (CERB), State Public Works Trust Fund (PWTF), and the State Broadband Office; and

WHEREAS, the City wishes to partner with City of Walla Walla, Walla Walla County, Walla Walla University, College Place Public Schools, the Port of Walla Walla, and others to pursue grant funding and construction of a publicly-owned/leased to the private-sector via non-profit intermediary such as Petrichor; and

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE AS FOLLOWS:

1. The City Council of College Place, Washington authorizes and fully supports staff pursuing funding for a publicly owned dark fiber broadband system.
2. The City Council of College Place, Washington fully supports working with partner agencies such as the Port of Walla Walla, Walla Walla University, College Place Public Schools, Walla Walla County, and the City of Walla Walla in the pursuit of landing funding to construct a dark fiber broadband system and appoints the City Administrator to represent the City in such efforts.

CLERICAL CORRECTIONS. The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

EFFECTIVE DATE. This resolution shall take effect and be in full force upon its passage as provided by law.

ADOPTED at a regular meeting of the City Council of the City of College Place, Washington held on the 8th day of June, 2021

Norma L. Hernandez, Mayor

Attest:

Approved as to form:

Lisa R. Neissl, City Clerk

Rea Culwell, City Attorney

Treasury Issues Guidance for Local Fiscal Recovery Funds

May 13, 2021 by [Eric Lowell](#)

Category: [Revenues](#), [COVID-19](#)



On May 10, 2021, the U.S. Department of Treasury issued its [guidance](#) for qualified uses of the \$350 billion Local Fiscal Recovery Funds (LFRF) included in the American Rescue Plan Act (ARPA) which gives a clearer picture of how these funds can and can't be spent. The full [interim final rule](#) is 151 pages, but the Treasury has also released an 8-page [fact sheet](#) summarizing the rule as well as a [series of FAQs](#).

eligible programs and uses.

This blog will provide a summary of

Local Fiscal Recovery Funds

LFRF is support provided to eligible state, local, territorial, and tribal governments to help these entities respond to the COVID-19 emergency. States, counties, and metropolitan cities may now request the first “tranche” or installment of their funds directly through the [Treasury Submission Portal](#). All non-metropolitan cities and towns will be receiving their tranches through the state within 30 days unless the state requests a 30-day extension due to “administrative hardship.” (Guidance for how states must distribute funds to these “non-entitlement” cities and towns is expected from the Treasury next week.)

The Local Fiscal Recovery Funds may be used to:

- Support public health expenditures,
- Address the negative economic impacts caused by the public health emergency,
- Replace lost public sector revenue,
- Provide premium pay for essential worker, and
- Invest in water, sewer, and broadband infrastructure.

Treasury guidance discusses the types of programs and services eligible for the funds, as well as examples of allowable uses. Local governments seeking to fund programs or services not listed in the guidance can assess whether a program or service may qualify by referring to [page 10 of the interim final rule](#).

Supporting Public Health Expenditures

COVID-19 has required local governments to respond to a variety of public health issues. LFRF may be used to address a wide range of public health needs, including:

- Services and programs to contain/mitigate the spread of COVID-19, including vaccination programs, medical expenses, testing, contact tracing, isolation and quarantine, and purchases of personal protective equipment (PPE).
- Services and programs to monitor COVID-19 transmission and treatment, including public health surveillance, enforcement of public health orders, public communication efforts and enhancement of public health data systems.
- Services or outreach to promote access to health and social services and provision of behavioral services exacerbated by the pandemic, including crisis intervention, mental health treatment and/or substance abuse treatment, and hotlines or warmlines.
- Enhancement of healthcare capacity in response to the pandemic, including support for prevention, mitigation, or other services in congregate living facilities and schools; capital investments in public facilities to meet pandemic operational needs; and ventilation improvements in key settings.

Additionally, the funds may be used to cover payroll and benefits for employees in public health, healthcare, human services, public safety, and similar professions to the extent that these employees work on the COVID-19 response. LFRF recipients can also use these funds to cover the full payroll and covered benefits costs of public health and safety workers, or operating units or divisions primarily dedicated to the COVID-19 response.

Addressing Negative Economic Impacts Caused by the Pandemic

Due to the significant economic hardships many Americans are facing as a result of the COVID-19 pandemic, LFRF may be used to assist impacted individuals, household, small businesses, and industries. Eligible uses include:

- Assistance to workers and families, such as aid to unemployed workers or households facing food, housing, or financial insecurity, and support of survivor's benefits for family members of COVID-19 victims. Direct cash transfers to households are allowed if the amount is proportional to the negative economic impact. Local governments should use amounts previously provided by the federal government in response to their COVID-19 activities as guidance.
- Support of small businesses through the provision of loans, grants, or in-kind assistance to enable them to rebound and invest in COVID-19 prevention/mitigation, such as changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contract tracing programs. Assistance can also be used to support payroll and benefit costs, mortgage, rent or utility costs, and other operating costs.
- Activities to rebuild public sector capacity, such as rehiring public sector staff, replenishing unemployment insurance trust funds (up to pre-pandemic levels) and building capacity to implement economic relief programs (data analysis, outreach, technology, infrastructure, and impact evaluations).

The Washington State Constitution prohibits gifts of public funds “except for the necessary support of the poor and infirm.” There is a related prohibition in the state constitution on the lending of credit by public entities.

Last year when the CARES Act was passed, the Washington Office of the Attorney General (AGO) issued a memo to state and local governments clarifying that public funds may be spent “for the primary purpose of protecting and promoting health,” which may have an incidental benefit on private citizens and entities. The AGO provided further guidance, stating that with sufficient safeguards in place “loans or grants are likely permissible if a local government can establish a clear nexus between such programs and either protecting the local economy or promoting compliance with public health guidelines.”

Serving the Hardest-Hit Communities and Families

The pandemic has affected certain communities disproportionately, particularly low-income families and communities of color. LFRF can be used to address the public health and economic impacts felt by these communities. Eligible uses of the funds include:

- Addressing health disparities and social health through funding for community health workers, provision of public benefits navigators, remediation of lead hazards, and community violence programs.
- Investments in housing and neighborhoods through homelessness assistance, the development of affordable housing, and the provision of housing vouchers, housing navigation assistance, and/or residential counseling.
- Addressing educational disparities through new or expanded learning services, the provision of additional resources to high-poverty school districts, the support of new or existing tutoring or afterschool programs, or the addition of new services to address social, emotional, and mental health needs of students.
- Promoting healthy childhood environments through new or expanded high quality childcare, home visitation programs for families with young children, and/ or the provision of enhanced services for child welfare-involved families and foster youth.

Replacing Lost Public Sector Revenue

Many local governments have experienced a shortfall in revenue due to the economic impacts of COVID-19, and LFRF can be used to replace this lost revenue.

Treasury guidance provides more information on what is considered to be a “revenue,” but — generally speaking — it includes revenue from taxes, current charges, and miscellaneous general revenue, including intragovernmental transfers from the state (such as state-shared revenues). However, “revenue” also excludes certain categories, such as refunds and other correcting transactions, proceeds from the issuance of debt or the sale of investments, utility revenues, and federal funding. (The American Rescue Plan Act has separate provisions for utility arrearages.)

Treasury has established a methodology for local governments to assist in determining the shortfall. To compute the reduction in revenue, a local government should pull data from the last full fiscal year prior to the pandemic — which for cities and counties in Washington is the 2019 fiscal year actuals — and project the revenues forward in one of two ways:

1. Use the average annual revenue growth over the last three full fiscal years prior to the pandemic (2017-2019), or
2. Use 4.1%, which is the national average for state and local government revenue growth rate from 2015-2018 (the latest data available).

(Note that local governments may not compare their current revenues to any revenue projections that were created pre pandemic. For instance, if revenues averaged 5% annual growth from 2017-2019 but the original 2020 budget adopted pre pandemic had anticipated 8% annual growth for the next few years, the local government may only use the 5% growth figure.)

The Treasury guidance states that revenue should be calculated on an entity-wide basis, rather than by purpose or revenue source, to minimize the administrative burden, provide greater consistency, and provide a more accurate representation of the net impact of COVID-19 on local government finances.

Recipients are permitted to calculate the extent of the reduction in revenue as of four specific points in time: December 31, 2020 (which the local government may calculate immediately upon receiving LFRF payments); December 31, 2021; December 31, 2022; and December 31, 2023.

If the actual revenues for any of those four years are less than the projected revenues using Treasury's methodology, the city or county can calculate this revenue shortfall and deploy funds to support government services up to the amount of lost revenue.

To make administration easier, and in recognition of the broad-based economic damage, local governments do not have to prove that COVID-19 caused the revenue shortfall. Instead, any shortfall is presumed to be due to COVID-19.

Providing Premium Pay for Essential Workers

LFRF may also be used to compensate essential workers with premium pay, either directly to employees or through grants to private employers. The Treasury's guidance allows for a broad range of essential workers including, among others:

- Staff at nursing homes, hospitals, and home-care settings;
- Workers at farms, food production facilities, grocery stores, and restaurants;
- Janitors and sanitation workers;
- Public health and safety staff;
- Truck drivers, transit staff, and warehouse workers;
- Childcare workers, educators, and school staff; and
- Social service and human services.

Although private sector employers are allowed to offer the premium pay retrospectively under the federal guidelines, under Washington State law, public employers are not allowed to give employees premium pay for work that has already occurred and been compensated (see Washington State Constitution, [Article II](#), Section 25, as well as [AGO 1951 No. 66](#)). The intent for this prohibition is to prevent a gifting of public funds. Despite the circumstance of the pandemic, it is the conservative opinion of MRSC that Washington State law prevents public sector employers from applying premium pay retroactively, although we will be writing more about this issue soon.

Investing in Water, Sewer, and Broadband Infrastructure

The final guidance given by the Treasury concerns the uses of LFRF for infrastructure improvements. One of the greatest deficiencies in many rural communities during the pandemic has been a lack of reliable high-speed broadband coverage. Therefore, eligible uses include:

- Drinking water infrastructure projects such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines;
- Wastewater projects, such as construction of publicly owned treatment infrastructures, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly owned treatment works; and
- Broadband infrastructure that reliably delivers last-mile connections to households and businesses with minimum speeds of 25 Mbps download and 3 Mbps upload. Local governments are advised that projects should deliver reliable 100 Mbps download and 100 Mbps upload unless impracticable due to topography, geography, or financial cost. Fiber optic investment is encouraged.

What is Not Allowed

The guidance from the Treasury explicitly specifies instances where use of LFRF are disallowed. Grantees may not use this funding:

- To make a deposit to a pension fund,
- To fund debt service,
- To pay for legal settlements and judgments,
- To make deposits to rainy day funds or financial reserves, or
- To fund infrastructure projects outside of water, sewer, and broadband.

Additionally, state and territories receiving LFRF may not directly or indirectly use these funds to offset a reduction in net tax revenue due to a change in law from March 3, 2021, through the last day of the fiscal year in which the funds provided have been spent.

Documentation and Reporting

As was the case with CARES Act funding, MRSC encourages local governments to have a system in place before expending LFRF and to sufficiently document use of these funds. Local governments should save electronic copies of the guidance used in program creation, design, and implementation, as such guidance may evolve over time. Local governments should also keep records to demonstrate the funds were used in accordance with Treasury's interim final rule.

Direct federal recipients (counties and metropolitan cities) will be required to provide quarterly project and expenditure reports to Treasury, with an interim report due by August 31, 2021, summarizing activity through July 31. The first quarterly report due on October 31, 2021 will actually include two quarters (April 1, 2021 through September 30, 2021). Subsequent quarterly reports will only include one quarter and are due within 30 days of the end of each quarter.

Metropolitan cities and counties with a population over 250,000 must also submit an annual recovery plan performance report. The requirements for this annual report can be found in the [Treasury's FAQ on page 15](#) (see item 46).

All other cities receiving funds through the state will be required to file annual project and expenditure reports, with the first report submitted to Treasury no later than October 31, 2021, summarizing activity through September 30, 2021. More information on these reporting requirements is provided in the Treasury documentation.

Additional Guidance Forthcoming

One of the areas not covered in this article concerns assistance to the travel, tourism, and hospitality industries. Although assistance to these and other impacted industries is allowed, the current guidance from the Treasury does not give any specific examples of eligible assistance. The only guidance given states that local governments may provide aid to support safe reopening of these industries and/or aid in the planned expansion or upgrade of tourism, travel, and hospitality facilities that were delayed due to COVID-19.

Many jurisdictions will still have questions about the eligibility of projects they are considering as well. The Treasury hopes to answer more questions with the release of future guidance and will also be opening up a center to address questions from local governments.

MRSC has a topic page on [COVID-19 Local Government Fiscal Impacts](#) that includes the latest updates and information on budget impacts, financial reporting, and links related to COVID-19. We will also update this page as we receive new information regarding Local Fiscal Recovery Funds.

For additional questions, please do not hesitate to [email me](#), use our online [Ask MRSC form](#), or call us at (206) 625-1300 or (800) 933-6772.

MRSC is a private nonprofit organization serving local governments in Washington State. Eligible government agencies in Washington State may use our free, one-on-one [Ask MRSC service](#) to get answers to legal, policy, or financial questions.



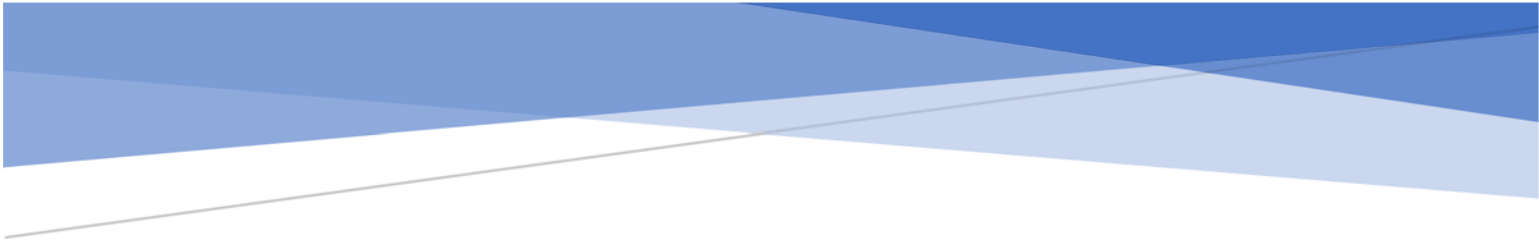
About Eric Lowell

Eric Lowell joined MRSC in December 2020 as a Finance Consultant. He has been involved in local government finance for over 13 years, including working in city government as well as for a special purpose district.

Eric received a B.A. in Secondary Education from Arizona State University and a B.S. in Accounting from Central Washington University.

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Port of Walla Walla Broadband Feasibility Study

Abstract

Varying levels of broadband service are available in Walla Walla County. Much of the County's rural communities are defined as underserved by the Federal Communications Commission (FCC). To serve the rural municipalities in this study, a plan has been created that leverages the networks of existing companies and identifies the telecommunications infrastructure that needs to be built to bring urban rate services and pricing to rural markets.



Petrichor Broadband, LLC
May 2021

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Executive Summary

Walla Walla County consists of very diverse and distinct areas of urban density (Cities of Walla Walla and College Place), as well as rural communities (Waitsburg, Prescott, Burbank and Touchet). A general description of Walla Walla's broadband needs in the three rural municipal areas studied would be classified as underserved as defined by the Federal Communications Commission (FCC). The Burbank and the Walla Walla/College Place municipal areas would be defined as served. Current FCC policies define unserved as areas that do not have access to fixed broadband at speeds of at least 25/3 Mbps. The State's goal of 150 symmetrical by 2028 will require additional fiber infrastructure in most geographic areas of the county.

We recommend an open-access model, where the County builds the necessary fiber infrastructure and leases it the private sector companies looking to provide services in the County. To date, private sector investment has lagged urban areas in the larger municipal areas of College Place.

Prior Planning Efforts

At the onset of the project, it was important for Petrichor to understand the prior planning efforts that have shaped the conversations around broadband access in Walla Walla County. Petrichor reviewed the most recent broadband feasibility study commissioned for the Port of Walla Walla and prepared by Magellan Advisors in June 2015.

The study recommended the build out of a feeder/distribution fiber network in the Walla Walla Business Corridor (comprising Airport Park, downtown Walla Walla, College Place and areas north of Highway 12) at an approximate cost of \$3.2 million. Over 550 commercial properties were identified in this region. To fund the project, Magellan Advisors recommended investigating potential funding opportunities such as the 9/10th sales tax. The study also advised developing a RFI outlining the Port and Region's vision and goals for bringing high-speed broadband infrastructure to the Walla Walla region and selecting a partner from among the respondents.

These prior planning efforts did not materialize into an expansion of broadband access in Walla Walla County. Today, the Port of Walla Walla is commissioning a new study in light of the COVID-19 pandemic and the digital strains that have been placed on the community.

Project Focus

This project will build on the community clusters of Waitsburg, Touchet, Prescott and Burbank and the urban areas of Walla Walla and College Place. Within these community clusters are identified industry and community needs:

- Waitsburg houses Main Street businesses and a Port-owned industrial park.
- Touchet has several agricultural-service businesses.
- Prescott is a rural community that has an agricultural and community access focus.

- Burbank contains the large heavy industries of Walla Walla County.
- The cities of Walla Walla and College Place are home to a population with diverse business needs. The Port of Walla Walla's 2020 Economic Development Plan has specifically identified the agricultural and technology services clusters as the Port's priority and targeted industries for recruitment and retention of jobs.



WAITSBURG, WA

Population (2018): 1,188

Median Household Income (2018): \$50,192

Largest Industries: Health Care & Social Assistance, Public Administration and Educational Services



TOUCHET, WA

Population (2018): 509

Median Household Income (2018): \$78,571

Largest Industries: Health Care & Social Assistance, Public Administration and Agriculture, Forestry, Fishing & Hunting

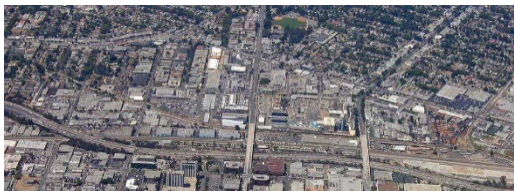


PRESCOTT, WA

Population (2018): 308

Median Household Income (2018): \$35,625

Largest Industries: Health Care & Social Assistance; Agriculture, Forestry, Fishing & Hunting; and Retail Trade



BURBANK, WA

Population (2018): 3,333

Median Household Income (2018): \$74,426

Largest Industries: Transportation & Warehousing, Educational Services and Manufacturing



WALLA WALLA, WA

Population (2018): 32,731

Median Household Income (2018): \$48,678

Largest Industries: Health Care & Social Assistance, Educational Services and Retail Trade



COLLEGE PLACE, WA

Population (2018): 9,136

Median Household Income (2018): \$47,525

Largest Industries: Health Care & Social Assistance, Educational Services and Retail Trade

Existing Infrastructure

Broadband services vary in all markets in Walla Walla County. It is common to see unserved and underserved constituents in urban areas where blocks away, 1 Gig fiber-to-the premise services are offered.

Current broadband offerings in Walla Walla County provide relatively high-cost services because of monopolistic market forces (low competition and limited customer choice). This creates higher -cost offerings, often providing low bandwidth with inconsistent speeds. This is common in urban and rural areas. While there has been some private sector investment in the deployment of broadband infrastructure in core areas, it has been limited in scope and slow to roll out due to the cost and need for a quick return on investment. There are not extensions of urban rate services to lower density areas, especially outside of Walla Walla city limits. There remains a lack of ubiquitous broadband access and capacity.

WALLA WALLA COUNTY

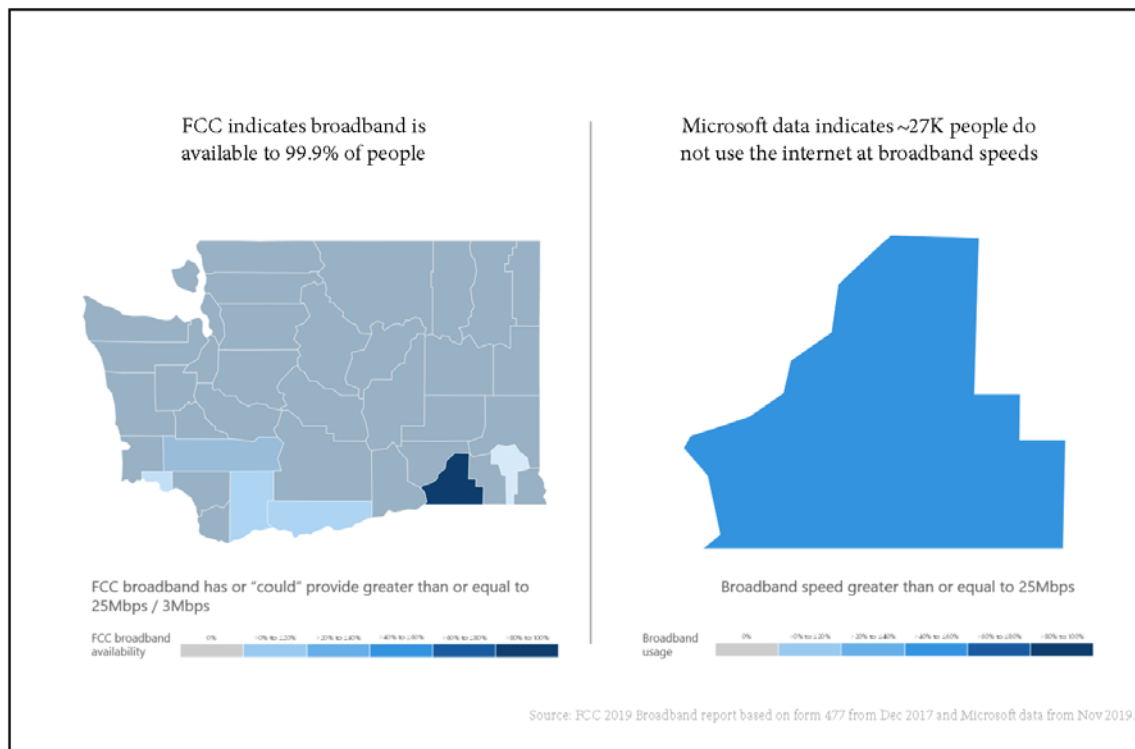


FIGURE 1: COMPARISON OF FCC AND MICROSOFT BROADBAND DATA

The Federal Communications Commission collects data on broadband speeds and areas of deployment. This data is a self-reporting database by telecommunications providers in the area. It is widely accepted that FCC Part 477 mapping is not a true reflection of “on the ground,” real-time observations. The FCC is reworking its mapping in 2021 as Congress has appropriated funding for this purpose. Figure 1 compares 2019 Part 477 broadband accessibility in Walla Walla with the broadband speed data that Microsoft collects from its users. The FCC reporting shows that one percent of Walla Walla County does not receive 25/3 speeds while the data collected by users of Microsoft products shows 27,000 users in Walla Walla County do not use the Internet at 25/3 speeds. This large discrepancy helps explain the vastly different opinions that providers and users bring to the conversation of community broadband availability.

<u>BURBANK</u>	<u>PRESCOTT</u>	<u>TOUCHET</u>	<u>WAITSBURG</u>	<u>PROVIDER</u>	<u>TECH</u>	<u>DOWN</u> <u>(MBPS)</u>	<u>UP</u> <u>(MBPS)</u>
X	X		X	Charter Communications	Cable	940	35
X	X	X	X	Viasat, Inc.	Satellite	100	3
X		X	X	CenturyLink, Inc.	ADSL	100	10
X				Desert Winds Wireless LLC*	Fixed Wireless	100	100
X	X	X	X	Columbia Energy LLC	Fixed Wireless	50	10
X		X	X	Hughes Network Systems, LLC	Satellite	25	3
X				StarTouch Broadband	Fixed Wireless	20	20
X		X	X	PocketiNet Communications, Inc.	Fixed Wireless	10	3
X	X	X	X	VSAT Systems, LLC	Satellite	2	1.3

**FCC maps show speeds of 100/100 Mbps available in Burbank with Desert Winds Wireless LLC, but the provider’s website states speeds of just 25/5 Mbps.*

Figure 2 illustrates the current broadband availability in Walla Walla County. The lighter green sections represent areas with 100 Mbps service, while the darker green/turquoise areas show regions with access to 1 Gig service.

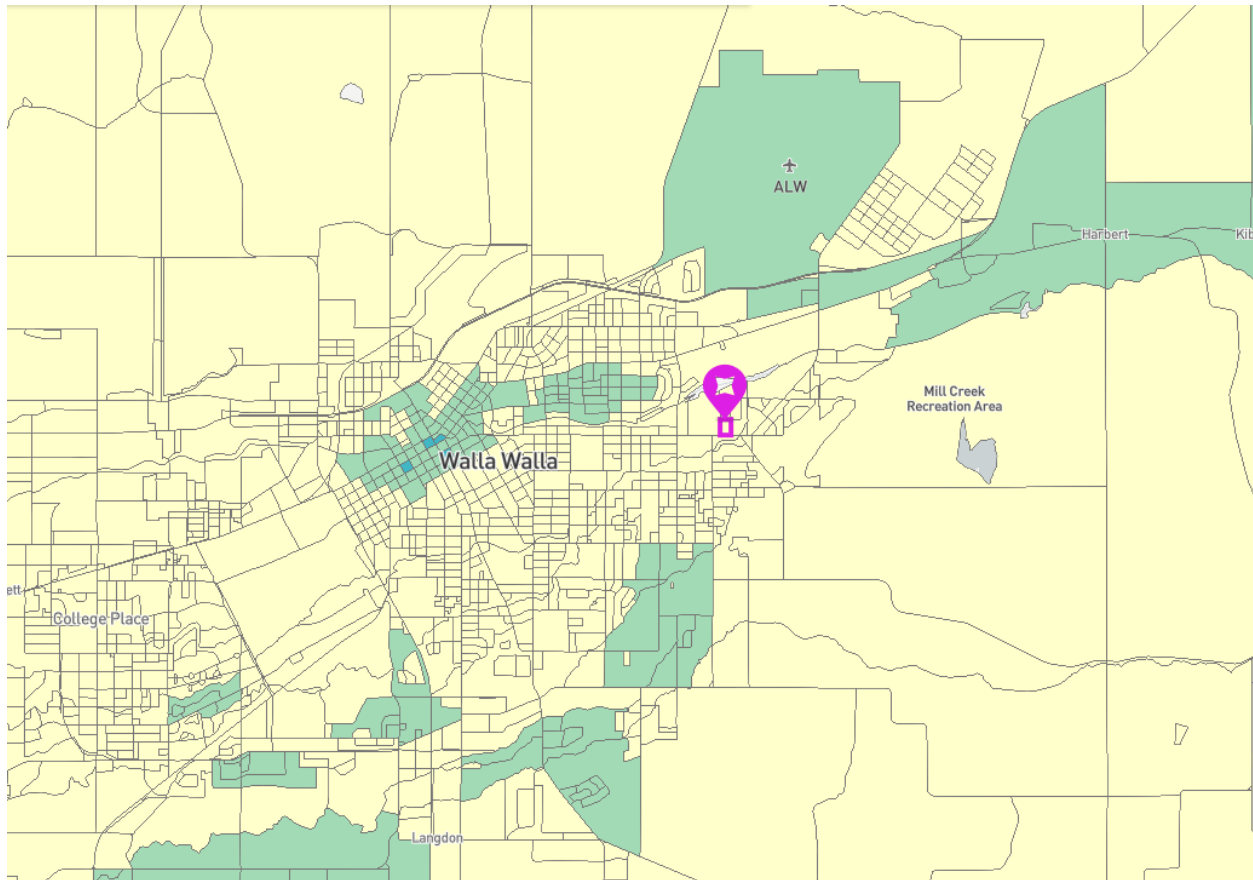


FIGURE 2: FCC PART 477 MAPPING OF WALLA WALLA COUNTY

Figure 3 and 4 show areas of the county in which providers report service of 25/3 Mbps. While Figure 3 utilizes data from the FCC, the map in Figure 4 was derived from aggregated and anonymized data Microsoft collects from users to improve its software and service performance and security.

“Every time a device receives an update or connects to a Microsoft service, we can estimate the throughput speed of a machine. We know the size of the package sent to the computer, and we know the total time of the download. We also determine zip code level location data via reverse IP,” according to Microsoft. “Therefore, we can count the number of devices that have connected to the internet at broadband speed per each zip code based on the FCC’s definition of broadband that is 25mbps per download.”

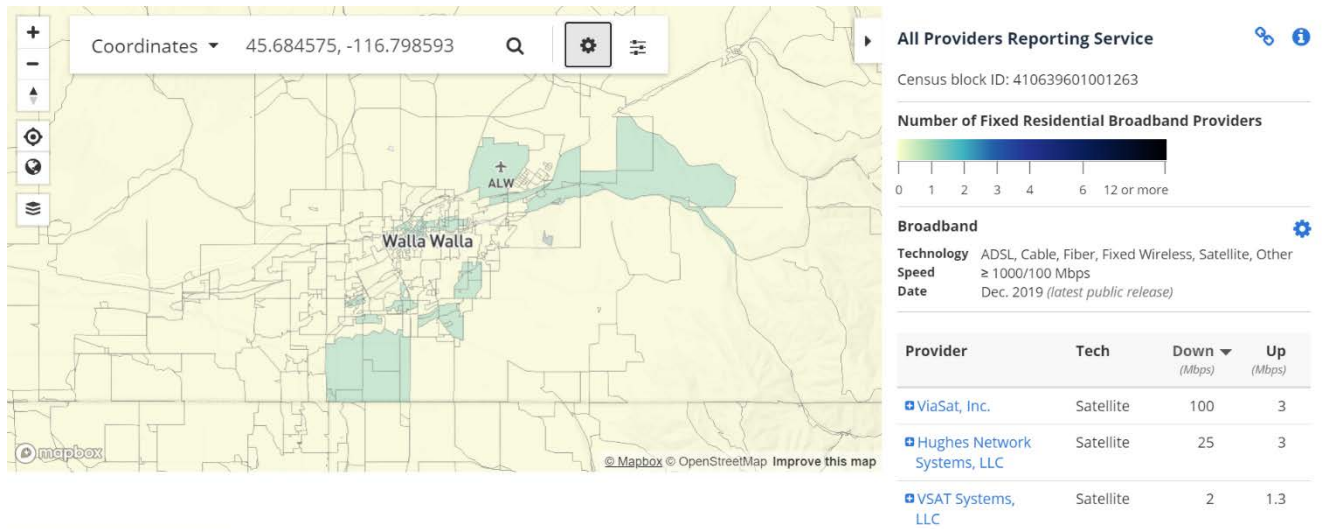


FIGURE 3: FCC BROADBAND MAP OF WALLA WALLA COUNTY

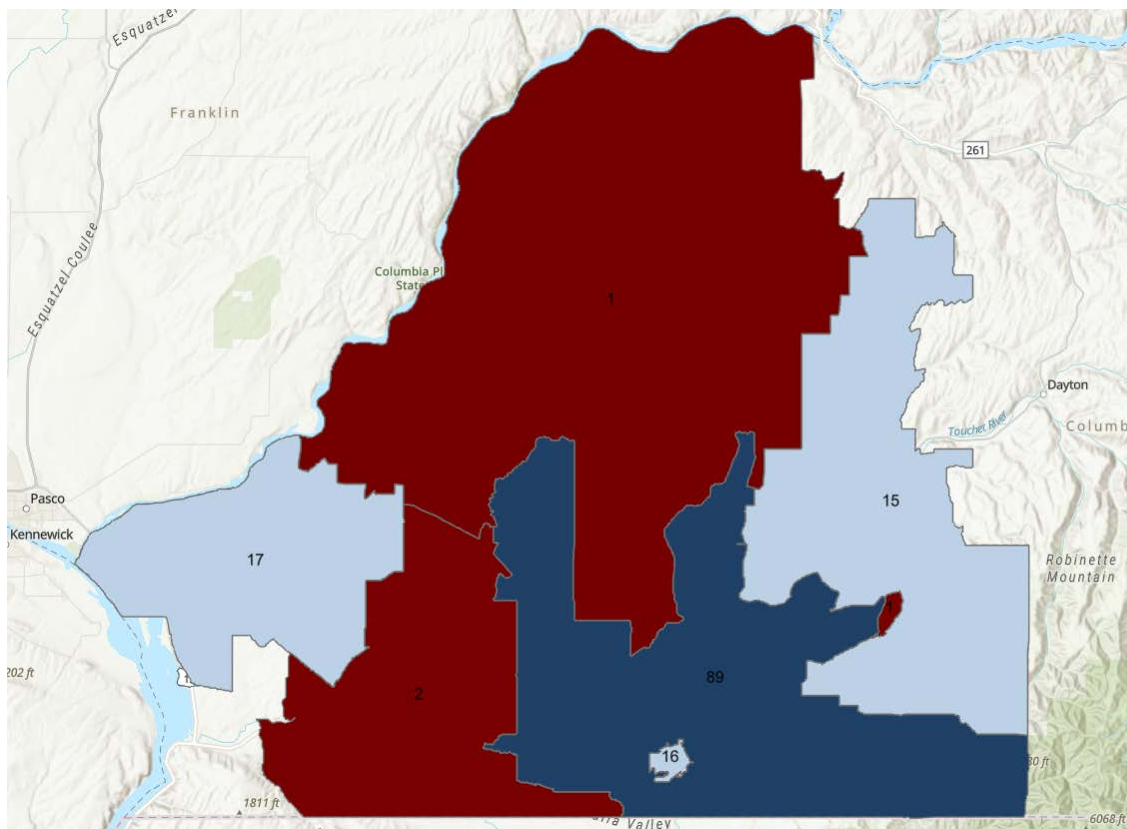


FIGURE 4: PERCENT OF PEOPLE USING INTERNET AT 25/3 MBPS BROADBAND SPEEDS IN WALLA WALLA COUNTY

Local Broadband Needs

Since the creation of the Rural Electrification Administration in 1936, policymakers have known that public investment and policy are necessary to solve the problem of bringing electrification and telecommunications to rural communities. The economics of providing services in rural areas has become increasingly difficult with a declining population base, posing a challenge for telecommunications providers aiming to provide services while seeking a return on investment.

Broadband is no longer a socially desirable good, but an economic necessity. Without access to broadband, citizens in Walla Walla County cannot participate in the digital economy or take advantage of the opportunity broadband brings for better education, healthcare, civic and social engagement.

Through SSB 5511 (2019), the Washington State legislature set broadband deployment goals for the State of Washington based on the following assumptions:

- (1) Access to broadband is critical to full participation in society and the modern economy;*
- (2) Increasing broadband access to unserved areas of the state serves a fundamental governmental purpose and function and provides a public benefit to the citizens of Washington by enabling access to health care, education, and essential services, providing economic opportunities, and enhancing public health and safety;*
- (3) Achieving affordable and quality broadband access for all Washingtonians will require additional and sustained investment, research, local and community participation, and partnerships between private, public, and nonprofit entities.*

Figure 5 shows Washington State's Broadband goals¹ for businesses to reach speeds of 25 Mbps upload and 3 Mbps download by 2024 and 150 Mbps symmetric service by 2028. The timeline to meet these goals falls far short of what businesses in Walla Walla County, and arguably all of Washington State, need to become and/or remain competitive and/or expand markets.

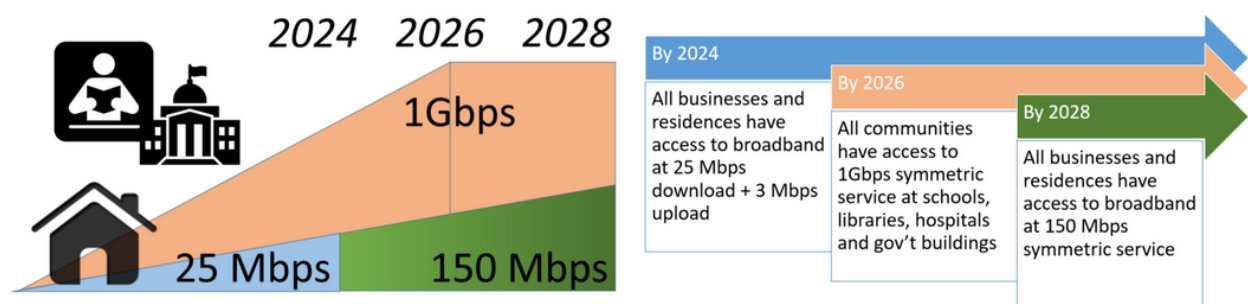


FIGURE 5: WASHINGTON STATE BROADBAND

¹ <https://data.wa.gov/stories/s/Broadband-in-Washington/irv9-b275/>

According to the FCC's Household Broadband Guide,² homes with more than one high-demand application running at the same time need more than 25 Mbps. Any business conducting online transactions, utilizing integrated software systems, and multiple users on high demand applications (such as video streaming, multiparty video conferencing or telecommuting) will clearly not have their broadband needs met through the State's goals. These businesses need 150 Mbps symmetrical broadband services today to stay relevant and compete with businesses that already benefit from urban rate services.

A general description of Walla Walla County's broadband needs in the five municipal areas studied would be classified as underserved as defined by the Federal Communications Commission (FCC). Current FCC policies define unserved as areas that do not have access to fixed broadband at speeds of at least 25/3 Mbps. The FCC set the minimum requirements for broadband services under CAF Phase II for voice and broadband services.³ These minimum requirements for speed, latency, usage allowance and pricing are listed below:

- Broadband at speeds of at least 10 megabits per second (Mbps) downstream and 1 Mbps upstream
- Network latency (the time it takes for a data packet to travel through a network) cannot be higher than 100 milliseconds round trip.
- At least one plan offering with a minimum usage allowance of at least 150 gigabytes (GB) per month or a monthly usage allowance that reflects the average usage of a majority of fixed broadband customers as announced by the Wireline Competition Bureau annually, whichever is higher. Or offering a usage allowance that is at or above the usage level for 80 percent of their broadband subscribers if it is at least 100 GB.
- Service at rates reasonably comparable to rates in urban areas

As stated in the FCC press release on January 30, 2020, "The Rural Digital Opportunity Fund auction will prioritize networks with higher speeds, greater usage allowances, and lower latency. Bidders must also commit to provide a minimum speed more than double than was required in the CAF Phase II auction."⁴ Most of Walla Walla County would be considered underserved by the CAF and RDOF minimum requirements. The FCC's Rural Digital Opportunity Fund (RDOF) Phase 1 auction promised much needed help for 4.5 million rural American households. Unfortunately, our analysis suggests that the \$10 billion awarded will be much less effective than it could be due to funding of short-term and partial solutions, financial incentives for abandoning sparsely populated areas and dubious financial viability. The opaque nature of RDOF post-auction reporting limits public oversight, while long deployment timelines and low penalties exacerbate the shortfalls. While the NRTC awarded area in the map below will deliver 1 GB Internet speeds to the designated census blocks, the rest of the county was awarded to low-orbit

² <https://www.fcc.gov/consumers/guides/household-broadband-guide>

³ <https://www.fcc.gov/consumers/guides/connect-america-fund-phase-ii-faqs>

⁴ <https://www.fcc.gov/document/fcc-launches-20-billion-rural-digital-opportunity-fund-0>

satellite services (Starlink). The 100 Mbps service from this type of service will not meet the Washington State goal of 150/150 Mbps that is set out in Senate Bill 5511.

The SpaceX Starlink service will provide useful competitive pressure in otherwise monopolized broadband markets. The constellation of low-earth orbit (LEO) satellites in early testing appears to deliver broadband speeds adequate to meet the needs of a consumer in 2020. Yet credible analysis suggests that Starlink will struggle to meet its 100 Mbps obligations under RDOF as soon as 2028.⁵ By 2030, though, we project demand for GB speeds will be commonplace, well beyond the capacity of LEO-based solutions. Further, in rugged rural Washington, many households will not be able to receive a Starlink signal due to terrain obstructions.

Fixed Wireless Providers

Fixed wireless providers have issues similar to Starlink in terms of capped performance and terrain obstructions. While the fixed wireless providers will build some fiber to reach towers, the reach will be limited, and capacity constrained by the available frequencies.

Due Diligence Suggestion: We cannot afford to spend a decade rolling out partial solutions that will not meet the long-term needs of the rural residents. We urge the FCC to thoroughly vet the technology plans of these RDOF winners with the perspective on long-term needs of the awarded area.

RDOF Winners - Walla Walla County, WA

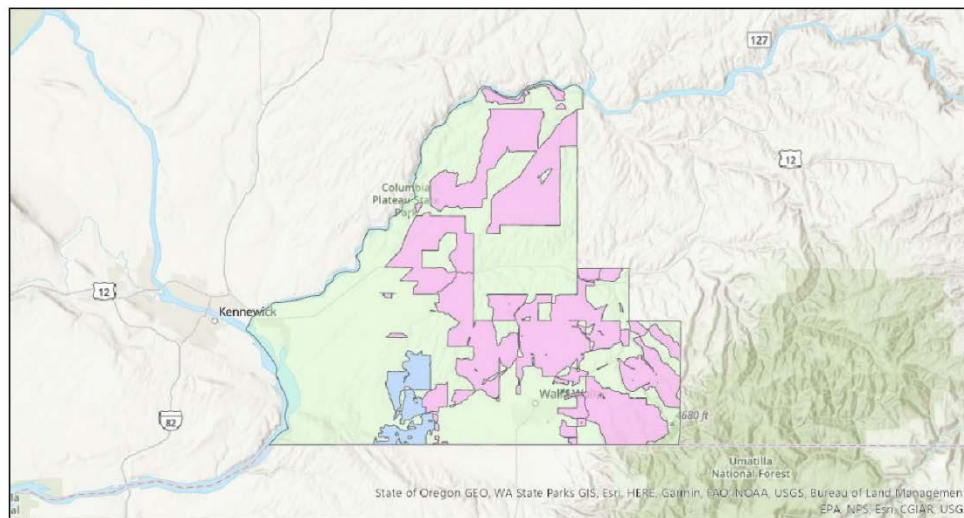


FIGURE 6: RDOF WINNERS IN WALLA WALLA COUNTY

⁵ [Starlink RDOF Assessment, Cartesian, February 8, 2021](#)

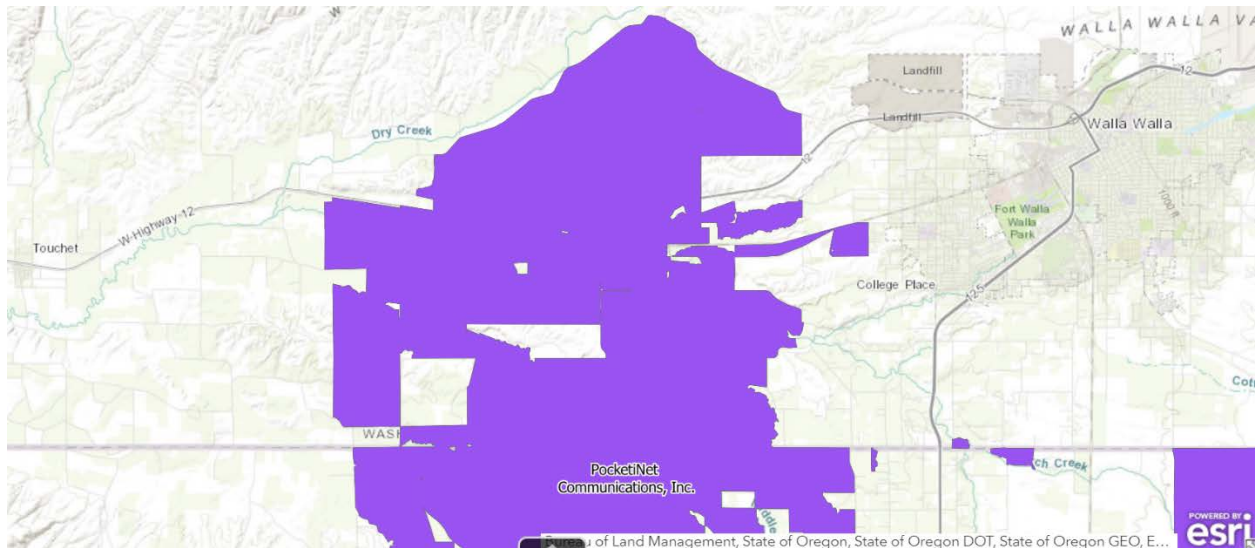


FIGURE 7: RDOF CHALLENGED CENSUS BLOCKS

Figure 7 shows an area of Walla Walla County that was reported to the FCC as a served area and should not be included in the RDOF reverse auction. Comparing this geographic region with the RDOF awarded areas, it is visibly apparent that this area for the most part was not awarded in the RDOF reverse auction. The area above in purple has reported speeds of 25/3 in Part 477 FCC mapping. As Starlink deploys services, this area will eventually be able to buy low-orbit services up to 100 Mbps up grading from 25/3 Mbps speeds. Challenged areas such as these prevent public investment in critical broadband infrastructure.

Figure 8 shows the broadband download speeds survey results collected by the Washington State Broadband Office through April 2021. The State of Washington developed this speed test to help identify gaps in high-speed internet service and areas of broadband infrastructure needs in order to advance the state’s goal of universal broadband access in Washington by 2024.

This data provides a useful comparison to the data available at the federal level through Part 477 FCC mapping. In some instances, federal mapping indicates entire blocks where broadband is available, when in actuality, just a single household in that area may have access.

Washington Broadband Survey Results

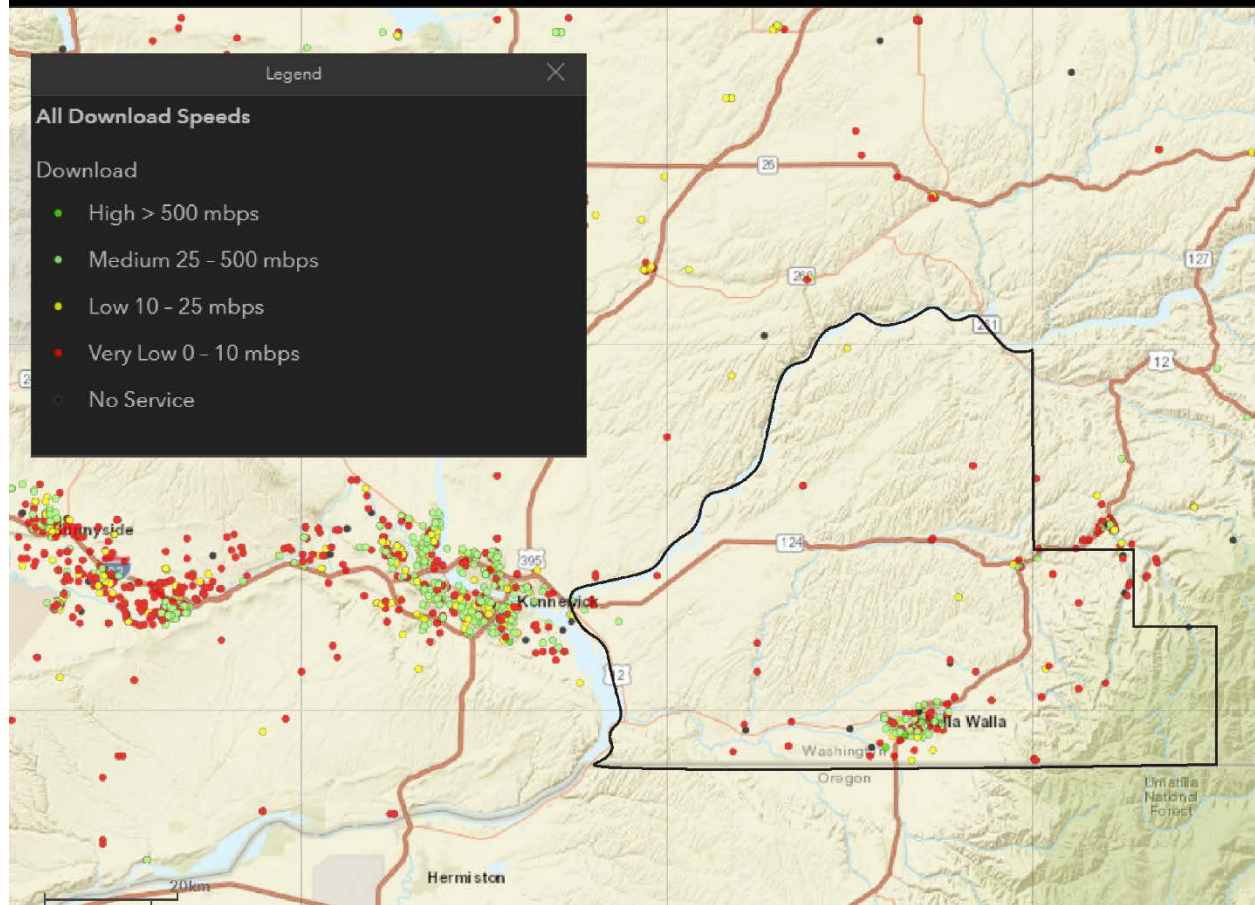


FIGURE 8: WASHINGTON BROADBAND SURVEY RESULTS IN WALLA WALLA COUNTY

Public Meetings

On May 3, 2021, the Port of Walla Walla and Petrichor Broadband, LLC staff facilitated a meeting among the telecommunication and utility providers serving Walla Walla County. Attendees represented such providers as PocketiNet, CenturyLink, Lumen and Charter Communications. Representatives from Walla Walla Public Schools, College Place Public Schools and the Walla Walla Valley Chamber of Commerce were also in attendance. Topics of discussion included public investments in open-access fiber networks, public-private partnerships and federal and state broadband funding programs (Attachment A – Meeting Minutes).

College Place Broadband Needs Assessment

The City of College Place is primarily served by three internet providers: Charter Spectrum, CenturyLink and PocketiNet. Charter Spectrum and CenturyLink utilize copper infrastructure, which poses challenges for reliability due to its age and condition. PocketiNet builds fiber-to-the-premise. However, they will

extend infrastructure to certain neighborhoods only when roughly 50% of their residents sign a petition stating they will subscribe to PocketiNet's services. Many College Place residents remain unserved, or if they have service, complain about internet downtime and unreliability, according to City Administrator Michael Rizzitiello.

To address the broadband needs of the community, the City of College Place and the Port of Walla Walla have installed over 18,776 feet of empty conduit in the City right-of-way around key business areas. Figure 9 shows conduit placement along major arterials in the community. While the City has offered to lease this asset to providers, there has been no interest at this time. Construction off the conduit to build out distribution in these areas of town is mainly aerial construction, which presents a costly access point in some locations. This conduit route could be mainly used as a trunk or backhaul application to serve anchor institutions and businesses that need a non-collapsed redundant route. The community is attempting to work with providers and position itself to have better offering for broadband to its citizens. Investment in the community's telecommunications infrastructure has often gone unfulfilled when City road work has involved relocating facilities. Companies have removed their existing lines and have not relocated eliminated services once offered in the community.

The City and Port have identified the need to install conduit with dark fiber to the remaining two square miles of the community.

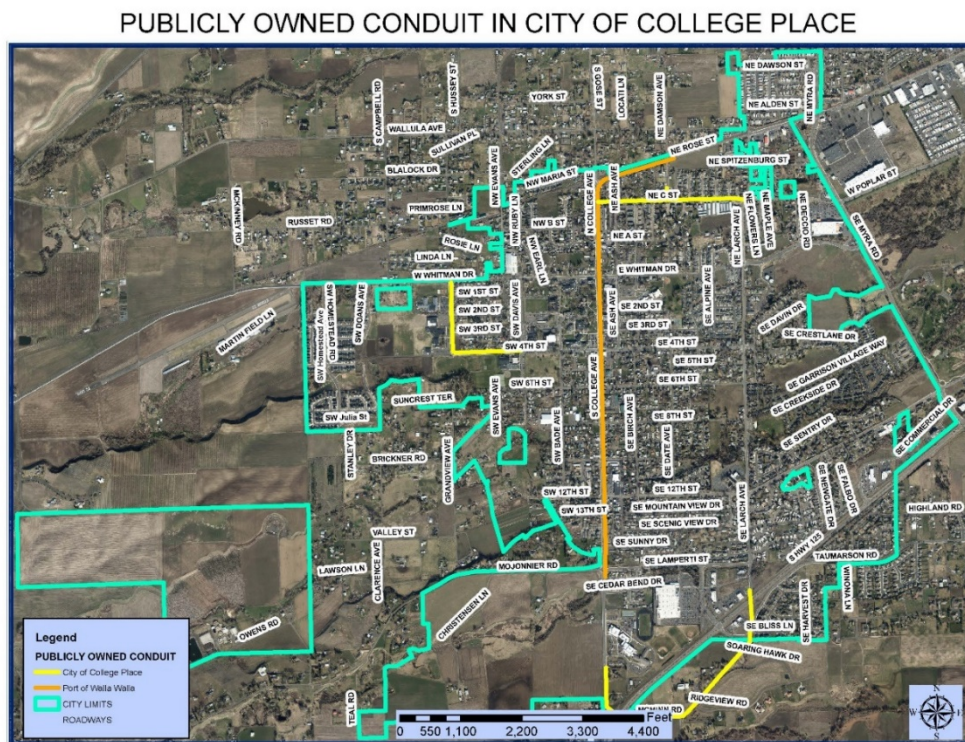


FIGURE 9: PUBLICLY OWNED CONDUIT IN COLLEGE PLACE, WA

These partners, along with the College Place School District and Walla Walla University, stand ready to provide a grant match to build a publicly owned dark fiber network throughout the City to be leased out to private providers, according to Rizzitiello.

Infrastructure Needed to Serve Six Communities

Walla Walla County has a mix of wireless towers and fiber optic cable that includes both private and publicly owned networks. Recent pricing for Internet and transport have become more in line with urban rates and services from existing wholesale service providers. This allows retail service providers more options to offer competitively priced services. Leasing of dark fiber is still not available for the most part; for some retail providers, this is a preferred option that holds back opportunities in the county for urban rate pricing and service offerings.

To serve the rural municipalities in this study, a plan has been created that leverages the networks of existing companies and identifies the telecommunications infrastructure that needs to be built to bring urban rate services and pricing to rural markets. In developing a plan that utilizes grant and low-interest loan dollars to build infrastructure that can be leveraged by private sector companies providing retail services in Walla Walla County, the risk of investment is kept as low as possible for potential funding agencies to this project. As previously stated, cost-competitive wholesale services are essential for a retail provider to aggregate need or purchasing power to deliver urban rate services to customers. Currently, in many of these communities, the fiber build runs through a town, only stopping to deliver services to anchor institutions such as schools, hospitals and government offices. The company that owns the fiber is not in the retail "fiber to the premise" (FTTP) business. Other companies in the area are not willing to take on the financial investment of the FTTP build in the community. As a result, companies only invest in those communities that demonstrate a reasonable risk and return on investment for the capital they are willing to spend. This can be seen in the evaluation of existing infrastructure. Conversely, when the fiber plant is owned by a municipal entity eligible to receive grants and low-interest loans, a longer return on investment can be accounted for in the business model. Pomeroy, WA is an example of a community that has seen success utilizing an open-access, public-owned fiber-to-the-home build. Currently, there are two wholesale providers and three retail providers selling services in Pomeroy. Two retail service providers are selling 1 GB internet service for \$70.00 per month.

Infrastructure Needed to Serve Rural Residents

Additional fiber extensions could be developed for rural area wireless internet service providers (WISP) use to alleviate backhaul issues. Telecommunications service providers in rural Walla Walla County are using wireless point to access point connections in a hub-and-spoke arrangement to reach rural residences. As more access points are deployed to reach additional customers, a choke point or bottleneck in the system appears. This can be overcome with additional point-to-point microwave radios or by deploying fiber optic cable runs from communities extending into rural areas. The fiber backbone extension deployment has worked well for wireless providers in other parts of the region that are also affected by geographic barriers separating the few rural customers available in Walla Walla County from line-of-sight wireless access points. The business case to support building fiber extensions can be strengthened by partnering with companies in the region who will also lease or purchase part of the fiber route for their own use. More detailed modeling of this approach would require proprietary information from the private sector. These conversations should take place after the county decides to commit

financially to this type of build. The Port of Whitman County is building six fiber extensions in this model, which includes partnerships with two different providers. Some of these providers also serve residents in Walla Walla County and have expressed interest in utilizing this model to improve its network capacity if and when the county is ready.

Broadband Market Analysis

The longer return on investment associated with building telecommunications infrastructure in rural areas is the chief reason hindering private investment. Public infrastructure owners and public dollars are necessary to build infrastructure to solve the rural broadband accessibility problem our country – and Walla Walla County – face. There is a business case with a reasonable return on investment that has been proven over a 20-year time frame in rural Washington State.

The service locations used for revenue projections are based on Vetro fiber mapping software. For the revenue model we used a penetration rate of 50%. The One-Call estimates are based on underground footage. Pole attachments fees are based on the estimated number of pole attachments for the aerial construction. The construction cost estimates are based on a cost of \$2,200 per home passed.

The revenue and expense model assumes that the customers will be on a single fiber from a telecommunications facility located in the community to the premise. Pole attachment fees and locate fees are included as expenses.

Segment	Construction Cost Estimate	Passings
Burbank	\$2,279,200	1036
College Place	\$8,223,600	3738
Prescott	\$321,200	146
Touchet	\$327,800	149
Waitsburg	\$1,056,000	480
Walla Walla	\$26,815,800	12189
	\$39,023,600	17,738

Operating Revenues

Segments	Subscribers	Number of Strands	Run Length (miles)	Monthly Fee	Gross Annual Revenue
Burbank	529			\$20.00	\$0.00
College Place	1908			\$20.00	\$457,854.16
Prescott	75			\$20.00	\$17,883.01
Touchet	76			\$20.00	\$18,250.47
Waitsburg	245			\$20.00	\$58,793.47
Walla Walla	6221			\$20.00	\$1,492,986.73
Totals	9053				\$2,045,767.85

Operating Expenses

Expense	Unit Cost	Units	Quantity	Total Cost
Management Fees				\$306,865.18
Pole Attachment Fees	\$25.00	per pole	5000	\$125,000.00
One Call System and Locate Fees	\$50.00	per mile	10	\$6,000.00
Total Annual Expenses				\$437,865.18

The pro forma shows an annual net revenue of \$1,167,123.53. The following attachments provide additional financial information:

- Attachment B – Loan Amortization Schedule
- Attachment C – Balance Sheet
- Attachment D – Cash Flow Projection
- Attachment E – Income Statement

Policy Structure for Public Ownership and Participation

Framework for Incentivizing Broadband Investment in Walla Walla County

If there are possible opportunities for partnerships to improve rural broadband access in Walla Walla County, these should be explored. These partnerships can accelerate fiber deployment and local broadband market development through public investment in additional fiber infrastructure and strategic last-mile builds to wireless tower sites to serve the geographically hard-to-reach customer. Socially responsible infrastructure investment, ownership and public accountability would bring competition to existing markets and serve the high-cost customers in the rural areas of the county, rather than the high-cost companies our current regulated environment has created. Open-access infrastructure leasing would

support private sector competition, allow multi-service provider environment and encourage better pricing, service quality and access. This activity would also promote additional private sector investment in connectivity. Often, a partnership is necessary to ensure an adequate investment for timely network construction.

Through the exercises conducted as part of this study, including community meetings and discussions with providers, several conceptual models were evaluated to deliver broadband to the hardest-to-serve constituents in Walla Walla County. This activity is beyond the scope of this report. Discussions about that work will be left to individual companies and a possible infrastructure builder if one is identified at a later date. As stated in this report, Washington State set goals to achieve 150 Mbps symmetrical internet service to all its citizens by 2028. Investment of public money, which can take a longer return on investment, will be needed to reach these goals. Federal programs such as Connect America Fund (CAF) and the Rural Development Opportunity Fund (RDOF) have been used by companies to reach customers in Walla Walla County. Neither of these programs will achieve the state's goal of 150 Mbps symmetrical for the county's citizens by 2028. Private sector service providers and utility companies in the region have expressed an interest in working together to solve broadband deployment issues. Communities in Walla Walla County have expressed an interest in aggregating need to build a business case for fiber deployment in their community. A public investment would lower the risk and cost of entry.

Business and Operating Model

The recommended operating model is to build an open-access, free-trade platform for all companies to compete and sell telecommunications services to constituents. Unlike other models, building the necessary infrastructure for all companies to use eliminates the long-term return-on-investment (ROI) that inhibits private sector investment in rural areas. In other areas of Washington State, this model has proven that companies desire to own their individual networks, which they can control and maintain. The ability to lease dark fiber, rather than ride over a public-entity-controlled lit network, provides the control critical to allow companies to offer a service-level agreement to their customers. For that reason, an open-access model where companies always have a choice between lit or dark networks is recommended. In this model, the private sector competes to sell services, while investing in employees and equipment to grow their business in these rural communities.

The first consideration retail providers will address as they consider entering a market is how to create revenue by introducing new revenue streams, differentiation strategies and innovation. Having readily available fiber to use allows providers to differentiate their services and attract customers. Today, increasing numbers of larger and smaller communications providers are expanding their revenue sources to better serve their customers' needs for always-on connectivity. For example, service providers are developing premium content packages with content partners, based on the interests of their target audience. Customized services can be offered to target customer groups, such as work-at-home professionals and gamers who are willing to pay for very high-performance symmetry, latency and uptime. This allows service providers to differentiate their services from competitors, while staying ahead of new developments in technology.

Although communications providers have typically viewed costs exclusively in terms of capital expenses (CapEx) and operating expenses (OpEx), they are now realizing that cost models should not focus on getting the network in place and passing homes or businesses, but also factor in the cost and speed of making individual connections. In a rural area such as Walla Walla County, having the fiber plant already constructed saves time and money for the private sector to deploy. The costs of offering services, equipment, labor, permissions, maintenance and power also need to be considered. Retail providers will consider the total cost of ownership (TCO). Although it might initially look like it makes sense to minimize CapEx when making a buying decision, a high OpEx could negatively impact the profitability of the overall operation. Organizations that see success budget for other factors influencing the overall outcome and are optimized for the future network lifecycle. Many public entities leasing dark fiber have experienced the benefits and economic impacts of having multiple retail providers expand services with competitive pricing in their communities by creating an infrastructure model that works for the retail providers in their CapEx/OpEx modeling.

Risks associated with this model are minimal. The infrastructure is futureproof, and currently there are no limits to the capacity for fiber. The model has been employed statewide and providers in the region have built successful business plans utilizing this type of infrastructure. Termination of fiber leases in other areas have been rare and with a rare exception, a new lease is signed by a competing provider before the cancellation is received. Current risks to be mitigated include the lead time on fiber and materials. At the time of this report, fiber lead times are six to nine months, depending on cable size. It is anticipated that fiber construction across the country will continue over the next several years and increase the demand on both materials and labor.

Municipal and County Procedures, Policies, Rules and Ordinances

There are no requirements that would impede this project or any municipal fiber construction. A sample franchise agreement is attached (Attachment F – Sample Franchise). A few of the towns already partner with providers to facilitate access to municipal structures for wireless facilities, including provision of power at these locations.

Management Plan

Six ports in Washington State formed Petrichor Broadband, LLC to help communities realize their goals of urban rate services in rural communities (Attachment G - Petrichor Broadband Introduction). Petrichor Broadband would like the opportunity to compete for management of the Walla Walla County fiber project. If selected, Petrichor could contract with the Walla Walla County public entities to provide support and management services if needed. These services could include fiber system mapping, construction project management or technical assistance on funding applications. Petrichor Broadband formed under the authority of the Interlocal Cooperation Act (RCW 39.34.030) to jointly provide wholesale telecommunications facilities. Its collective goals include enabling communication services to

unserved or underserved areas; creating economic opportunities, including sustainable community wage jobs; consolidating administrative and operating functions for efficiency; reducing administrative layering; and reducing administrative costs, to the extent consistent with the State of Washington’s legislative policy as set forth in RCW 53.08.370.

Petrichor Broadband brings together a collective experience of over 20 years’ work on broadband policy and construction of broadband infrastructure. Petrichor Broadband currently manages fiber systems for five other port districts. As part of the agreement for operations and management, Petrichor would provide the following services:

- (1) Fiber and facility mapping, including cut sheet documentation;
- (2) One-Call management services;
- (3) An option to contract for locate services in accordance with standards in the industry;
- (4) Emergency restoration management in accordance with standards in the industry;
- (5) Review of construction design;
- (6) Oversight of Network Operations Center (NOC) contracted services; and
- (7) Management of service order summaries with providers (Figure 10)

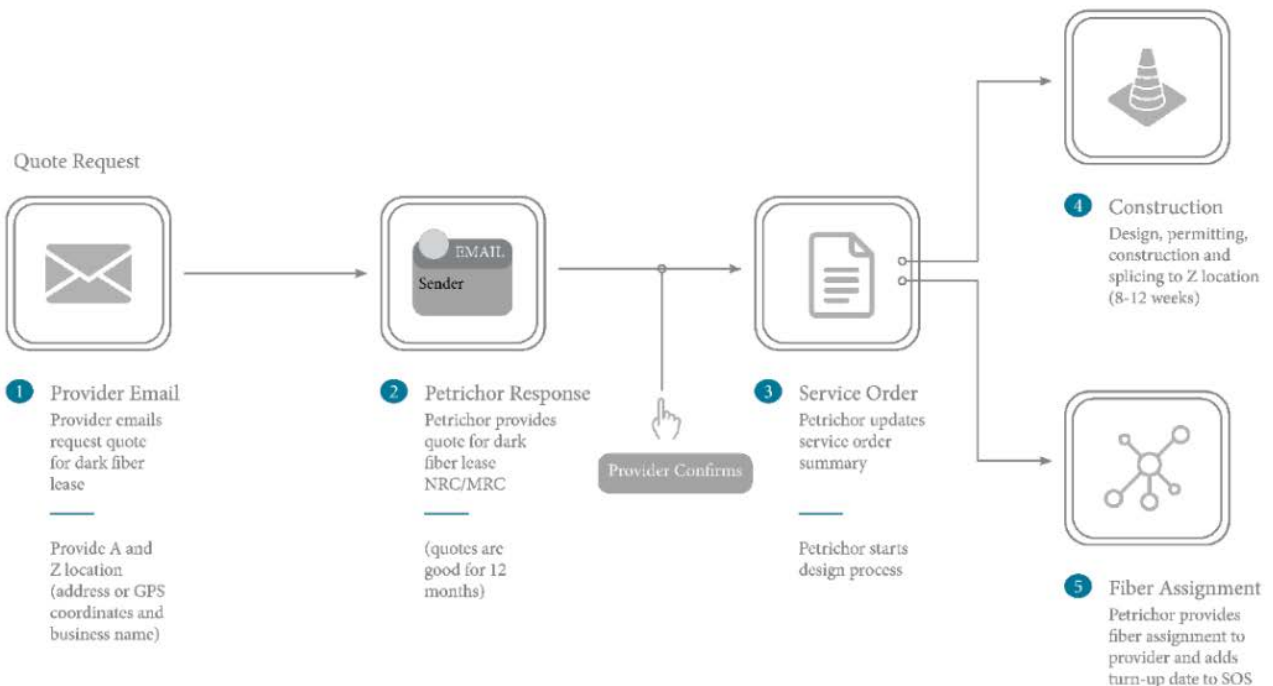


FIGURE 10: FIBER MANAGEMENT WORKFLOW

The Owner would be responsible for administration of billing and collection; and the collection and remittance of applicable taxes as directed by the State of Washington (Attachment H - Sample Agreement

for Fiber Management Services). The costs associated with these services are 15% of the Owner's gross revenues.

If selected to manage the fiber construction project, Petrichor shall provide the following services:

- (1) Design process overview and recommendations;
- (2) Assistance with permitting, pole contact agreements, and franchise acquisition;
- (3) Invitation to bid documents and process management;
- (4) Construction oversight;
- (5) Mapping of the project as-built;
- (6) Public outreach guidance as needed; and
- (7) On-site meetings or visits as required.

A sample agreement for these services is shown in Attachment I - Sample Agreement for Construction Oversight Services. The cost for these services would be negotiated depending on timeline of the project and the execution of a fiber management contract.

Benefits of Broadband to the Community

Health and Safety Benefits

Improved broadband access across Walla Walla County would greatly benefit the County's Sheriff's Office, City of Walla Walla Police, Department of Community Health, Emergency Management Department and Emergency Medical Services by ensuring equal access to essential public health and safety information countywide.

For instance, throughout the COVID-19 pandemic, the Walla Walla County Department of Community Health has been utilizing a central website, www.covidwwc.com, to communicate the latest public health news and announcements. The page shares local information about testing, vaccination clinics, care for individuals who contract the virus, resources for affected businesses and more. The website is available in both English and Spanish.

Acknowledging "concerns raised by many members of the community regarding equitable vaccine distribution," the Department of Community Health also created a helpline for residents without Internet or computer access. Eligible County residents can leave their name, date of birth and phone number in a message to be referred for an upcoming vaccine appointment. While this is certainly an innovative solution to immediately address the community's broadband challenges, the need for such a helpline points to the lack of digital equity across Walla Walla County.

Nationally, use of digital communications in government has become widespread during the COVID-19 pandemic and shows no signs of disappearing in the post-COVID world. Therefore, as more governments bring their services online, broadband access will need to become just as ubiquitous.

Education Benefits

In July 2020, the Walla Walla School District launched Walla Walla Online, an online public-school option for students in grades K-12 who require an alternative learning setting for health/safety reasons or may experience better academic success in a distance learning model. The no-cost program provides every student with a Chromebook and internet access support.

Walla Walla Public Schools returned to full-time, in-person instruction for elementary and middle school students on April 26, 2021, but the Walla Walla Online program continues to offer an online alternative for district students and parents. The program is currently accepting new students for the 2021-2022 school year. Nationally, experts say online learning models such as Walla Walla Online will continue well beyond the COVID-19 pandemic.

A 2020 research study by the RAND Corporation found that 20% of U.S. school districts plan to offer fully online learning after the pandemic ends, 10% plan to offer a blended or hybrid model and 7% state they will consider "remote learning in some form."

Therefore, it is essential that all students in Walla Walla County have access to the high-speed, high-bandwidth internet necessary to not only attend their state required courses, but also pursue lifelong learning beyond the classroom.

Digital Inclusion

With locations in Burbank, College Place, Prescott and Touchet, the four branches of the Walla Walla County Rural Library District provide computers, tablets and free internet access to all patrons. In addition, the Walla Walla Public Library offers computers, tablets, WiFi access and new computer user classes to ensure digital inclusion for its users. WiFi access is also available in the lawn surrounding the library, providing a means to access the internet when the building is closed. As Walla Walla County works to bolster its broadband availability, these libraries could play a role in ensuring that every new broadband connection is coupled with access to a digital device.

Impact of COVID-19 Pandemic on the Study

During the timeline of this study, our nation has been greatly impeded both socially and economically by the COVID-19 pandemic. The usual methods of networking face-to-face and conducting on-the-ground analysis were not able to take place during this timeline. In this new world we live in, conference calls, electronic communications and video conferencing facilitated the work. Despite the challenges posed by meeting restrictions, Petrichor Broadband worked diligently throughout the course of the study to engage with every stakeholder through all means available virtually.

In addition, the timing of the study amid the COVID-19 pandemic underscored the significance of this project in Walla Walla County. The pandemic has upended our familiar ways of conducting business, school and family life. These activities typically conducted in separate spaces have coalesced into our homes, making access to high-speed, high-bandwidth broadband for multiple users more critical than ever

before. It is with this lens that Petrichor Broadband worked to carry out its analysis of broadband gaps in Walla Walla County.

Acknowledgements

Petrichor Broadband, LLC would especially like to thank the Port of Walla Walla Commissioners, the Walla Walla Valley Chamber of Commerce, Walla Walla Public Schools, College Place Public Schools and the telecommunication providers in the Walla Walla region for participating in this study. Their invaluable leadership and persistent vision to improve the broadband in Walla Walla County is greatly appreciated.

Attachment A - Broadband Provider Meeting Minutes

Walla Walla County Broadband Providers Meeting

May 3, 2021

Attendees:

- Pat Reay, Port of Walla Walla
- Joe Poire, Petrichor Broadband
- Wrandoll Brenes, PocketiNet
- James Lee, Century Link/Lumen
- Kristen Stadnik, PocketiNet
- David Namura, Lumen
- Rick Pummel, Walla Walla Public Schools
- Kyle Tarbet, Walla Walla Valley Chamber of Commerce
- Stafford Strong, Charter Communications
- Bob Green, PocketiNet
- Todd Brandenburg, PocketiNet
- Jim Fry, Superintendent of College Place Public Schools

The meeting began at 10:05 a.m. with introductions.

Joe Poire of Petrichor Broadband provided opening remarks. He addressed the 2015 broadband study conducted by Magellan in Walla Walla County, the state of broadband during COVID-19 and available federal broadband funding. He asked, “How can public money and the private sector work together to lower the cost and deliver broadband in Walla Walla County, statewide and nationally?”

Pat Reay, Executive Director of the Port of Walla Walla, explained the challenges of provisioning Walla Walla County with broadband, and stated the County’s broadband goals exceed the state standards. He stated the Petrichor Broadband study will focus on public investments that can be deployed, rather than simply identifying and mapping deficiencies.

Bob Green of PocketiNet posed the question, Why would I make investments in broadband when the County is planning on building this infrastructure?

Todd Brandenburg of PocketiNet stated there is an incredible influx of people moving to Walla Walla County, where they can work at home and maintain an excellent quality of life. He said his primary concern is how the public and private sectors can partner on open-access networks. He stressed an open-access, non-discriminatory build that treats all providers equally. To make a sound decision for the future, investments should focus on fiber, he said.

Stafford Strong stated it may be best for the County to partner with private providers. He noted Charter Communications’ infrastructure is currently capable of 1 Gig symmetrical service, as included in the state broadband goals. However, the possibility exists that increasing the upload speeds would diminish the download speeds. Mr. Strong expressed that he is ready to partner in areas where Charter Communications cannot build currently or the business case does not exist.

Mr. Poire stated the current Public Works Board (PWB) broadband funding program does not provide an effective loan program. Therefore, Petrichor Broadband wrote a 100% grant application for the Kalispel Tribe.

Mr. Strong noted the majority of the PWB funding in the last cycle went toward grants, rather than low-interest loans. He is hopeful the funding program will be more successful this year.

Mr. Brandenburg stated we need to consider fiber as we do roads and bridges. Dollars should go to public entities such as local governments, rather than the private sector, in order to create open-access infrastructure and utilize public-private partnerships.

Mr. Reay said the private sector has a lower risk tolerance. The Port can make investments that can create the pathway for broadband to facilitate competition and availability for customers.

Kyle Tarbet said the Walla Walla Valley Chamber of Commerce encourages proactive expansion of broadband to make the region a better candidate for grant funding and remote working.

Rick Pummel of Walla Walla Public Schools stated about 20% of the student population does not have a computer at home or internet connectivity in the district's latest study. As a result, the district purchased WiFi hotspots. However, they are not as reliable as a wired connection for Zoom calls. The state has temporarily and in part funded a charter connection for some homes this school year. The district needs to be equipped to go fully remote at any time. Yet the challenge remains, How can we do this when some students lack broadband?

Jim Fry, the Superintendent of College Place Public Schools, stated teachers who never before used technology in the classroom now use it as their primary tool to issue assignments, grades, etc. This will forever change education, he said.

Mr. Poire stated the study conclusion will focus on how Walla Walla County can position itself for public money and provide open-access infrastructure that ensures the private sector receives a reasonable return on investment so they can continue innovating. He said the ports' track record of maintaining carrier-grade infrastructure for the past 20 years will be the best prediction for the next 20.

Mr. Green asked about the progress of the study.

Mr. Poire stated the study includes a description of needs and construction estimates.

Wrandoll Brenes of PocketiNet commented that government does not always coordinate effectively and gave the example of RDOF. He stated the ports need to coordinate with the counties.

The meeting concluded at 11:25 a.m.

Attachment B - Loan Amortization Schedule

CERB Loan Debt Service					
Loan	\$ 3,823,113.38				
Term (yrs)	20				
Rate	2%				
Amortization Schedule					
Payment	Payment	Principal	Interest	Total Interest	Balance
1	\$19,340.49	\$12,968.64	\$6,371.86	\$6,371.86	\$3,810,144.74
2	\$19,340.49	\$12,990.25	\$6,350.24	\$12,722.10	\$3,797,154.48
3	\$19,340.49	\$13,011.90	\$6,328.59	\$19,050.69	\$3,784,142.58
4	\$19,340.49	\$13,033.59	\$6,306.90	\$25,357.59	\$3,771,108.99
5	\$19,340.49	\$13,055.31	\$6,285.18	\$31,642.77	\$3,758,053.68
6	\$19,340.49	\$13,077.07	\$6,263.42	\$37,906.20	\$3,744,976.61
7	\$19,340.49	\$13,098.87	\$6,241.63	\$44,147.82	\$3,731,877.75
8	\$19,340.49	\$13,120.70	\$6,219.80	\$50,367.62	\$3,718,757.05
9	\$19,340.49	\$13,142.57	\$6,197.93	\$56,565.55	\$3,705,614.48
10	\$19,340.49	\$13,164.47	\$6,176.02	\$62,741.57	\$3,692,450.01
11	\$19,340.49	\$13,186.41	\$6,154.08	\$68,895.66	\$3,679,263.60
12	\$19,340.49	\$13,208.39	\$6,132.11	\$75,027.76	\$3,666,055.22
13	\$19,340.49	\$13,230.40	\$6,110.09	\$81,137.85	\$3,652,824.81
14	\$19,340.49	\$13,252.45	\$6,088.04	\$87,225.90	\$3,639,572.36
15	\$19,340.49	\$13,274.54	\$6,065.95	\$93,291.85	\$3,626,297.82
16	\$19,340.49	\$13,296.66	\$6,043.83	\$99,335.68	\$3,613,001.16
17	\$19,340.49	\$13,318.82	\$6,021.67	\$105,357.35	\$3,599,682.33
18	\$19,340.49	\$13,341.02	\$5,999.47	\$111,356.82	\$3,586,341.31
19	\$19,340.49	\$13,363.26	\$5,977.24	\$117,334.05	\$3,572,978.05
20	\$19,340.49	\$13,385.53	\$5,954.96	\$123,289.02	\$3,559,592.52
21	\$19,340.49	\$13,407.84	\$5,932.65	\$129,221.67	\$3,546,184.68
22	\$19,340.49	\$13,430.19	\$5,910.31	\$135,131.98	\$3,532,754.50
23	\$19,340.49	\$13,452.57	\$5,887.92	\$141,019.90	\$3,519,301.93
24	\$19,340.49	\$13,474.99	\$5,865.50	\$146,885.41	\$3,505,826.94
25	\$19,340.49	\$13,497.45	\$5,843.04	\$152,728.45	\$3,492,329.49
26	\$19,340.49	\$13,519.94	\$5,820.55	\$158,549.00	\$3,478,809.55
27	\$19,340.49	\$13,542.48	\$5,798.02	\$164,347.02	\$3,465,267.07
28	\$19,340.49	\$13,565.05	\$5,775.45	\$170,122.46	\$3,451,702.02
29	\$19,340.49	\$13,587.66	\$5,752.84	\$175,875.30	\$3,438,114.36
30	\$19,340.49	\$13,610.30	\$5,730.19	\$181,605.49	\$3,424,504.06
31	\$19,340.49	\$13,632.99	\$5,707.51	\$187,313.00	\$3,410,871.07
32	\$19,340.49	\$13,655.71	\$5,684.79	\$192,997.78	\$3,397,215.37
33	\$19,340.49	\$13,678.47	\$5,662.03	\$198,659.81	\$3,383,536.90

34	\$19,340.49	\$13,701.27	\$5,639.23	\$204,299.03	\$3,369,835.63
35	\$19,340.49	\$13,724.10	\$5,616.39	\$209,915.43	\$3,356,111.53
36	\$19,340.49	\$13,746.97	\$5,593.52	\$215,508.95	\$3,342,364.56
37	\$19,340.49	\$13,769.89	\$5,570.61	\$221,079.55	\$3,328,594.67
38	\$19,340.49	\$13,792.84	\$5,547.66	\$226,627.21	\$3,314,801.84
39	\$19,340.49	\$13,815.82	\$5,524.67	\$232,151.88	\$3,300,986.01
40	\$19,340.49	\$13,838.85	\$5,501.64	\$237,653.53	\$3,287,147.16
41	\$19,340.49	\$13,861.91	\$5,478.58	\$243,132.10	\$3,273,285.25
42	\$19,340.49	\$13,885.02	\$5,455.48	\$248,587.58	\$3,259,400.23
43	\$19,340.49	\$13,908.16	\$5,432.33	\$254,019.91	\$3,245,492.07
44	\$19,340.49	\$13,931.34	\$5,409.15	\$259,429.07	\$3,231,560.73
45	\$19,340.49	\$13,954.56	\$5,385.93	\$264,815.00	\$3,217,606.17
46	\$19,340.49	\$13,977.82	\$5,362.68	\$270,177.68	\$3,203,628.35
47	\$19,340.49	\$14,001.11	\$5,339.38	\$275,517.06	\$3,189,627.24
48	\$19,340.49	\$14,024.45	\$5,316.05	\$280,833.10	\$3,175,602.79
49	\$19,340.49	\$14,047.82	\$5,292.67	\$286,125.78	\$3,161,554.97
50	\$19,340.49	\$14,071.24	\$5,269.26	\$291,395.03	\$3,147,483.74
51	\$19,340.49	\$14,094.69	\$5,245.81	\$296,640.84	\$3,133,389.05
52	\$19,340.49	\$14,118.18	\$5,222.32	\$301,863.15	\$3,119,270.87
53	\$19,340.49	\$14,141.71	\$5,198.78	\$307,061.94	\$3,105,129.16
54	\$19,340.49	\$14,165.28	\$5,175.22	\$312,237.15	\$3,090,963.88
55	\$19,340.49	\$14,188.89	\$5,151.61	\$317,388.76	\$3,076,775.00
56	\$19,340.49	\$14,212.54	\$5,127.96	\$322,516.72	\$3,062,562.46
57	\$19,340.49	\$14,236.22	\$5,104.27	\$327,620.99	\$3,048,326.24
58	\$19,340.49	\$14,259.95	\$5,080.54	\$332,701.53	\$3,034,066.29
59	\$19,340.49	\$14,283.72	\$5,056.78	\$337,758.31	\$3,019,782.57
60	\$19,340.49	\$14,307.52	\$5,032.97	\$342,791.28	\$3,005,475.05
61	\$19,340.49	\$14,331.37	\$5,009.13	\$347,800.41	\$2,991,143.68
62	\$19,340.49	\$14,355.25	\$4,985.24	\$352,785.65	\$2,976,788.43
63	\$19,340.49	\$14,379.18	\$4,961.31	\$357,746.96	\$2,962,409.25
64	\$19,340.49	\$14,403.14	\$4,937.35	\$362,684.31	\$2,948,006.10
65	\$19,340.49	\$14,427.15	\$4,913.34	\$367,597.65	\$2,933,578.95
66	\$19,340.49	\$14,451.20	\$4,889.30	\$372,486.95	\$2,919,127.76
67	\$19,340.49	\$14,475.28	\$4,865.21	\$377,352.16	\$2,904,652.48
68	\$19,340.49	\$14,499.41	\$4,841.09	\$382,193.25	\$2,890,153.07
69	\$19,340.49	\$14,523.57	\$4,816.92	\$387,010.17	\$2,875,629.50
70	\$19,340.49	\$14,547.78	\$4,792.72	\$391,802.89	\$2,861,081.72
71	\$19,340.49	\$14,572.02	\$4,768.47	\$396,571.36	\$2,846,509.70
72	\$19,340.49	\$14,596.31	\$4,744.18	\$401,315.54	\$2,831,913.39
73	\$19,340.49	\$14,620.64	\$4,719.86	\$406,035.40	\$2,817,292.75
74	\$19,340.49	\$14,645.01	\$4,695.49	\$410,730.89	\$2,802,647.75
75	\$19,340.49	\$14,669.41	\$4,671.08	\$415,401.96	\$2,787,978.33
76	\$19,340.49	\$14,693.86	\$4,646.63	\$420,048.60	\$2,773,284.47

77	\$19,340.49	\$14,718.35	\$4,622.14	\$424,670.74	\$2,758,566.12
78	\$19,340.49	\$14,742.88	\$4,597.61	\$429,268.35	\$2,743,823.23
79	\$19,340.49	\$14,767.45	\$4,573.04	\$433,841.39	\$2,729,055.78
80	\$19,340.49	\$14,792.07	\$4,548.43	\$438,389.81	\$2,714,263.71
81	\$19,340.49	\$14,816.72	\$4,523.77	\$442,913.58	\$2,699,446.99
82	\$19,340.49	\$14,841.42	\$4,499.08	\$447,412.66	\$2,684,605.58
83	\$19,340.49	\$14,866.15	\$4,474.34	\$451,887.01	\$2,669,739.42
84	\$19,340.49	\$14,890.93	\$4,449.57	\$456,336.57	\$2,654,848.50
85	\$19,340.49	\$14,915.75	\$4,424.75	\$460,761.32	\$2,639,932.75
86	\$19,340.49	\$14,940.61	\$4,399.89	\$465,161.21	\$2,624,992.15
87	\$19,340.49	\$14,965.51	\$4,374.99	\$469,536.19	\$2,610,026.64
88	\$19,340.49	\$14,990.45	\$4,350.04	\$473,886.24	\$2,595,036.19
89	\$19,340.49	\$15,015.43	\$4,325.06	\$478,211.30	\$2,580,020.76
90	\$19,340.49	\$15,040.46	\$4,300.03	\$482,511.33	\$2,564,980.30
91	\$19,340.49	\$15,065.53	\$4,274.97	\$486,786.30	\$2,549,914.77
92	\$19,340.49	\$15,090.64	\$4,249.86	\$491,036.16	\$2,534,824.14
93	\$19,340.49	\$15,115.79	\$4,224.71	\$495,260.86	\$2,519,708.35
94	\$19,340.49	\$15,140.98	\$4,199.51	\$499,460.38	\$2,504,567.37
95	\$19,340.49	\$15,166.21	\$4,174.28	\$503,634.66	\$2,489,401.16
96	\$19,340.49	\$15,191.49	\$4,149.00	\$507,783.66	\$2,474,209.66
97	\$19,340.49	\$15,216.81	\$4,123.68	\$511,907.34	\$2,458,992.85
98	\$19,340.49	\$15,242.17	\$4,098.32	\$516,005.66	\$2,443,750.68
99	\$19,340.49	\$15,267.58	\$4,072.92	\$520,078.58	\$2,428,483.11
100	\$19,340.49	\$15,293.02	\$4,047.47	\$524,126.05	\$2,413,190.08
101	\$19,340.49	\$15,318.51	\$4,021.98	\$528,148.04	\$2,397,871.57
102	\$19,340.49	\$15,344.04	\$3,996.45	\$532,144.49	\$2,382,527.53
103	\$19,340.49	\$15,369.61	\$3,970.88	\$536,115.37	\$2,367,157.92
104	\$19,340.49	\$15,395.23	\$3,945.26	\$540,060.63	\$2,351,762.69
105	\$19,340.49	\$15,420.89	\$3,919.60	\$543,980.24	\$2,336,341.80
106	\$19,340.49	\$15,446.59	\$3,893.90	\$547,874.14	\$2,320,895.21
107	\$19,340.49	\$15,472.33	\$3,868.16	\$551,742.30	\$2,305,422.87
108	\$19,340.49	\$15,498.12	\$3,842.37	\$555,584.67	\$2,289,924.75
109	\$19,340.49	\$15,523.95	\$3,816.54	\$559,401.21	\$2,274,400.80
110	\$19,340.49	\$15,549.83	\$3,790.67	\$563,191.88	\$2,258,850.97
111	\$19,340.49	\$15,575.74	\$3,764.75	\$566,956.63	\$2,243,275.23
112	\$19,340.49	\$15,601.70	\$3,738.79	\$570,695.42	\$2,227,673.53
113	\$19,340.49	\$15,627.70	\$3,712.79	\$574,408.21	\$2,212,045.83
114	\$19,340.49	\$15,653.75	\$3,686.74	\$578,094.95	\$2,196,392.08
115	\$19,340.49	\$15,679.84	\$3,660.65	\$581,755.61	\$2,180,712.24
116	\$19,340.49	\$15,705.97	\$3,634.52	\$585,390.13	\$2,165,006.26
117	\$19,340.49	\$15,732.15	\$3,608.34	\$588,998.47	\$2,149,274.11
118	\$19,340.49	\$15,758.37	\$3,582.12	\$592,580.60	\$2,133,515.74
119	\$19,340.49	\$15,784.63	\$3,555.86	\$596,136.46	\$2,117,731.11

120	\$19,340.49	\$15,810.94	\$3,529.55	\$599,666.01	\$2,101,920.17
121	\$19,340.49	\$15,837.29	\$3,503.20	\$603,169.21	\$2,086,082.88
122	\$19,340.49	\$15,863.69	\$3,476.80	\$606,646.01	\$2,070,219.19
123	\$19,340.49	\$15,890.13	\$3,450.37	\$610,096.38	\$2,054,329.06
124	\$19,340.49	\$15,916.61	\$3,423.88	\$613,520.26	\$2,038,412.45
125	\$19,340.49	\$15,943.14	\$3,397.35	\$616,917.61	\$2,022,469.31
126	\$19,340.49	\$15,969.71	\$3,370.78	\$620,288.40	\$2,006,499.60
127	\$19,340.49	\$15,996.33	\$3,344.17	\$623,632.56	\$1,990,503.27
128	\$19,340.49	\$16,022.99	\$3,317.51	\$626,950.07	\$1,974,480.28
129	\$19,340.49	\$16,049.69	\$3,290.80	\$630,240.87	\$1,958,430.59
130	\$19,340.49	\$16,076.44	\$3,264.05	\$633,504.92	\$1,942,354.15
131	\$19,340.49	\$16,103.24	\$3,237.26	\$636,742.18	\$1,926,250.91
132	\$19,340.49	\$16,130.08	\$3,210.42	\$639,952.59	\$1,910,120.83
133	\$19,340.49	\$16,156.96	\$3,183.53	\$643,136.13	\$1,893,963.88
134	\$19,340.49	\$16,183.89	\$3,156.61	\$646,292.73	\$1,877,779.99
135	\$19,340.49	\$16,210.86	\$3,129.63	\$649,422.37	\$1,861,569.13
136	\$19,340.49	\$16,237.88	\$3,102.62	\$652,524.98	\$1,845,331.25
137	\$19,340.49	\$16,264.94	\$3,075.55	\$655,600.54	\$1,829,066.31
138	\$19,340.49	\$16,292.05	\$3,048.44	\$658,648.98	\$1,812,774.26
139	\$19,340.49	\$16,319.20	\$3,021.29	\$661,670.27	\$1,796,455.06
140	\$19,340.49	\$16,346.40	\$2,994.09	\$664,664.36	\$1,780,108.65
141	\$19,340.49	\$16,373.65	\$2,966.85	\$667,631.21	\$1,763,735.01
142	\$19,340.49	\$16,400.94	\$2,939.56	\$670,570.77	\$1,747,334.07
143	\$19,340.49	\$16,428.27	\$2,912.22	\$673,482.99	\$1,730,905.80
144	\$19,340.49	\$16,455.65	\$2,884.84	\$676,367.83	\$1,714,450.15
145	\$19,340.49	\$16,483.08	\$2,857.42	\$679,225.25	\$1,697,967.08
146	\$19,340.49	\$16,510.55	\$2,829.95	\$682,055.20	\$1,681,456.53
147	\$19,340.49	\$16,538.07	\$2,802.43	\$684,857.62	\$1,664,918.46
148	\$19,340.49	\$16,565.63	\$2,774.86	\$687,632.49	\$1,648,352.83
149	\$19,340.49	\$16,593.24	\$2,747.25	\$690,379.74	\$1,631,759.59
150	\$19,340.49	\$16,620.89	\$2,719.60	\$693,099.34	\$1,615,138.70
151	\$19,340.49	\$16,648.60	\$2,691.90	\$695,791.24	\$1,598,490.10
152	\$19,340.49	\$16,676.34	\$2,664.15	\$698,455.39	\$1,581,813.76
153	\$19,340.49	\$16,704.14	\$2,636.36	\$701,091.75	\$1,565,109.62
154	\$19,340.49	\$16,731.98	\$2,608.52	\$703,700.26	\$1,548,377.65
155	\$19,340.49	\$16,759.86	\$2,580.63	\$706,280.89	\$1,531,617.78
156	\$19,340.49	\$16,787.80	\$2,552.70	\$708,833.59	\$1,514,829.99
157	\$19,340.49	\$16,815.78	\$2,524.72	\$711,358.30	\$1,498,014.21
158	\$19,340.49	\$16,843.80	\$2,496.69	\$713,854.99	\$1,481,170.41
159	\$19,340.49	\$16,871.88	\$2,468.62	\$716,323.61	\$1,464,298.53
160	\$19,340.49	\$16,900.00	\$2,440.50	\$718,764.11	\$1,447,398.53
161	\$19,340.49	\$16,928.16	\$2,412.33	\$721,176.44	\$1,430,470.37
162	\$19,340.49	\$16,956.38	\$2,384.12	\$723,560.56	\$1,413,513.99

163	\$19,340.49	\$16,984.64	\$2,355.86	\$725,916.41	\$1,396,529.36
164	\$19,340.49	\$17,012.94	\$2,327.55	\$728,243.96	\$1,379,516.41
165	\$19,340.49	\$17,041.30	\$2,299.19	\$730,543.16	\$1,362,475.11
166	\$19,340.49	\$17,069.70	\$2,270.79	\$732,813.95	\$1,345,405.41
167	\$19,340.49	\$17,098.15	\$2,242.34	\$735,056.29	\$1,328,307.26
168	\$19,340.49	\$17,126.65	\$2,213.85	\$737,270.14	\$1,311,180.61
169	\$19,340.49	\$17,155.19	\$2,185.30	\$739,455.44	\$1,294,025.42
170	\$19,340.49	\$17,183.78	\$2,156.71	\$741,612.15	\$1,276,841.64
171	\$19,340.49	\$17,212.42	\$2,128.07	\$743,740.22	\$1,259,629.21
172	\$19,340.49	\$17,241.11	\$2,099.38	\$745,839.60	\$1,242,388.10
173	\$19,340.49	\$17,269.85	\$2,070.65	\$747,910.25	\$1,225,118.25
174	\$19,340.49	\$17,298.63	\$2,041.86	\$749,952.11	\$1,207,819.62
175	\$19,340.49	\$17,327.46	\$2,013.03	\$751,965.14	\$1,190,492.16
176	\$19,340.49	\$17,356.34	\$1,984.15	\$753,949.30	\$1,173,135.82
177	\$19,340.49	\$17,385.27	\$1,955.23	\$755,904.52	\$1,155,750.56
178	\$19,340.49	\$17,414.24	\$1,926.25	\$757,830.77	\$1,138,336.31
179	\$19,340.49	\$17,443.27	\$1,897.23	\$759,728.00	\$1,120,893.05
180	\$19,340.49	\$17,472.34	\$1,868.16	\$761,596.15	\$1,103,420.71
181	\$19,340.49	\$17,501.46	\$1,839.03	\$763,435.19	\$1,085,919.25
182	\$19,340.49	\$17,530.63	\$1,809.87	\$765,245.05	\$1,068,388.62
183	\$19,340.49	\$17,559.85	\$1,780.65	\$767,025.70	\$1,050,828.78
184	\$19,340.49	\$17,589.11	\$1,751.38	\$768,777.08	\$1,033,239.67
185	\$19,340.49	\$17,618.43	\$1,722.07	\$770,499.15	\$1,015,621.24
186	\$19,340.49	\$17,647.79	\$1,692.70	\$772,191.85	\$997,973.45
187	\$19,340.49	\$17,677.20	\$1,663.29	\$773,855.14	\$980,296.24
188	\$19,340.49	\$17,706.67	\$1,633.83	\$775,488.97	\$962,589.58
189	\$19,340.49	\$17,736.18	\$1,604.32	\$777,093.28	\$944,853.40
190	\$19,340.49	\$17,765.74	\$1,574.76	\$778,668.04	\$927,087.66
191	\$19,340.49	\$17,795.35	\$1,545.15	\$780,213.19	\$909,292.31
192	\$19,340.49	\$17,825.01	\$1,515.49	\$781,728.67	\$891,467.31
193	\$19,340.49	\$17,854.71	\$1,485.78	\$783,214.45	\$873,612.59
194	\$19,340.49	\$17,884.47	\$1,456.02	\$784,670.47	\$855,728.12
195	\$19,340.49	\$17,914.28	\$1,426.21	\$786,096.69	\$837,813.84
196	\$19,340.49	\$17,944.14	\$1,396.36	\$787,493.04	\$819,869.70
197	\$19,340.49	\$17,974.04	\$1,366.45	\$788,859.49	\$801,895.66
198	\$19,340.49	\$18,004.00	\$1,336.49	\$790,195.99	\$783,891.66
199	\$19,340.49	\$18,034.01	\$1,306.49	\$791,502.47	\$765,857.65
200	\$19,340.49	\$18,064.06	\$1,276.43	\$792,778.90	\$747,793.59
201	\$19,340.49	\$18,094.17	\$1,246.32	\$794,025.22	\$729,699.42
202	\$19,340.49	\$18,124.33	\$1,216.17	\$795,241.39	\$711,575.09
203	\$19,340.49	\$18,154.53	\$1,185.96	\$796,427.35	\$693,420.55
204	\$19,340.49	\$18,184.79	\$1,155.70	\$797,583.05	\$675,235.76
205	\$19,340.49	\$18,215.10	\$1,125.39	\$798,708.44	\$657,020.66

206	\$19,340.49	\$18,245.46	\$1,095.03	\$799,803.48	\$638,775.20
207	\$19,340.49	\$18,275.87	\$1,064.63	\$800,868.10	\$620,499.33
208	\$19,340.49	\$18,306.33	\$1,034.17	\$801,902.27	\$602,193.01
209	\$19,340.49	\$18,336.84	\$1,003.66	\$802,905.92	\$583,856.17
210	\$19,340.49	\$18,367.40	\$973.09	\$803,879.02	\$565,488.77
211	\$19,340.49	\$18,398.01	\$942.48	\$804,821.50	\$547,090.75
212	\$19,340.49	\$18,428.68	\$911.82	\$805,733.31	\$528,662.08
213	\$19,340.49	\$18,459.39	\$881.10	\$806,614.42	\$510,202.69
214	\$19,340.49	\$18,490.16	\$850.34	\$807,464.76	\$491,712.53
215	\$19,340.49	\$18,520.97	\$819.52	\$808,284.28	\$473,191.56
216	\$19,340.49	\$18,551.84	\$788.65	\$809,072.93	\$454,639.72
217	\$19,340.49	\$18,582.76	\$757.73	\$809,830.66	\$436,056.96
218	\$19,340.49	\$18,613.73	\$726.76	\$810,557.42	\$417,443.23
219	\$19,340.49	\$18,644.75	\$695.74	\$811,253.16	\$398,798.47
220	\$19,340.49	\$18,675.83	\$664.66	\$811,917.83	\$380,122.64
221	\$19,340.49	\$18,706.96	\$633.54	\$812,551.36	\$361,415.69
222	\$19,340.49	\$18,738.13	\$602.36	\$813,153.72	\$342,677.55
223	\$19,340.49	\$18,769.36	\$571.13	\$813,724.85	\$323,908.19
224	\$19,340.49	\$18,800.65	\$539.85	\$814,264.70	\$305,107.54
225	\$19,340.49	\$18,831.98	\$508.51	\$814,773.21	\$286,275.56
226	\$19,340.49	\$18,863.37	\$477.13	\$815,250.34	\$267,412.20
227	\$19,340.49	\$18,894.81	\$445.69	\$815,696.03	\$248,517.39
228	\$19,340.49	\$18,926.30	\$414.20	\$816,110.22	\$229,591.09
229	\$19,340.49	\$18,957.84	\$382.65	\$816,492.87	\$210,633.25
230	\$19,340.49	\$18,989.44	\$351.06	\$816,843.93	\$191,643.81
231	\$19,340.49	\$19,021.09	\$319.41	\$817,163.33	\$172,622.72
232	\$19,340.49	\$19,052.79	\$287.70	\$817,451.04	\$153,569.94
233	\$19,340.49	\$19,084.54	\$255.95	\$817,706.99	\$134,485.39
234	\$19,340.49	\$19,116.35	\$224.14	\$817,931.13	\$115,369.04
235	\$19,340.49	\$19,148.21	\$192.28	\$818,123.41	\$96,220.83
236	\$19,340.49	\$19,180.13	\$160.37	\$818,283.78	\$77,040.70
237	\$19,340.49	\$19,212.09	\$128.40	\$818,412.18	\$57,828.61
238	\$19,340.49	\$19,244.11	\$96.38	\$818,508.56	\$38,584.50
239	\$19,340.49	\$19,276.19	\$64.31	\$818,572.87	\$19,308.31
240	\$19,340.49	\$4,282.13	\$32.18	\$818,605.05	\$15,026.18

Attachment C - Balance Sheet

Balance Sheet		Year										
	0	1	2	3	4	5	6	7	8	9	10	
ASSETS												
Current Assets												
Cash	\$ 6,796,646.00	\$ 25,398.79	\$ 53,751.71	\$ 85,088.29	\$ 119,438.37	\$ 156,832.09	\$ 197,299.89	\$ 240,872.50	\$ 287,580.97	\$ 337,456.66	\$ 390,531.24	
Fixed Assets												
Land		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Facilities		\$ 6,796,646.00	\$ 6,796,646.00	\$ 6,796,646.00	\$ 6,796,646.00	\$ 6,796,646.00	\$ 6,796,646.00	\$ 6,796,646.00	\$ 6,796,646.00	\$ 6,796,646.00	\$ 6,796,646.00	
TOTAL ASSETS	\$ 6,796,646.00	\$ 6,822,044.79	\$ 6,850,397.71	\$ 6,881,734.29	\$ 6,916,084.37	\$ 6,953,478.09	\$ 6,993,945.89	\$ 7,037,518.50	\$ 7,084,226.97	\$ 7,134,102.66	\$ 7,187,177.24	
LIABILITIES												
Current Liabilities												
		\$160,228.28	\$163,462.38	\$166,761.76	\$170,127.74	\$173,561.66	\$177,064.89	\$180,638.83	\$184,284.91	\$188,004.58	\$191,799.33	
Long-Term Liabilities	\$ 3,823,113.38	\$ 3,505,826.94	\$3,342,364.56	\$3,175,602.79	\$3,005,475.05	\$2,831,913.39	\$2,654,848.50	\$2,474,209.66	\$2,289,924.75	\$2,101,920.17	\$1,910,120.83	
Total Liabilities	\$ 3,823,113.38	\$ 3,666,055.22	\$ 3,505,826.94	\$ 3,342,364.56	\$ 3,175,602.79	\$ 3,005,475.05	\$ 2,831,913.39	\$ 2,654,848.50	\$ 2,474,209.66	\$ 2,289,924.75	\$ 2,101,920.17	
NET WORTH												
Cash Contribution	\$ 1,699,161.50	\$ 1,699,161.50	\$ 1,699,161.50	\$ 1,699,161.50	\$ 1,699,161.50	\$ 1,699,161.50	\$ 1,699,161.50	\$ 1,699,161.50	\$ 1,699,161.50	\$ 1,699,161.50	\$ 1,699,161.50	
Grant Proceeds	\$ 1,274,371.13	\$ 1,274,371.13	\$ 1,274,371.13	\$ 1,274,371.13	\$ 1,274,371.13	\$ 1,274,371.13	\$ 1,274,371.13	\$ 1,274,371.13	\$ 1,274,371.13	\$ 1,274,371.13	\$ 1,274,371.13	
Retained Earnings		\$ 182,456.95	\$ 371,038.14	\$ 565,837.11	\$ 766,948.96	\$ 974,470.42	\$ 1,188,499.87	\$ 1,409,137.37	\$ 1,636,484.68	\$ 1,870,645.28	\$ 2,111,724.45	
Total Net Worth	\$ 2,973,532.63	\$ 3,155,989.58	\$ 3,344,570.77	\$ 3,539,369.73	\$ 3,740,481.58	\$ 3,948,003.04	\$ 4,162,032.50	\$ 4,382,670.00	\$ 4,610,017.30	\$ 4,844,177.90	\$ 5,085,257.07	
TOTAL LIABILITIES AND NET WORTH	\$ 6,796,646.00	\$ 6,822,044.79	\$ 6,850,397.71	\$ 6,881,734.29	\$ 6,916,084.37	\$ 6,953,478.09	\$ 6,993,945.89	\$ 7,037,518.50	\$ 7,084,226.97	\$ 7,134,102.66	\$ 7,187,177.24	

Attachment D - Cash Flow Projection

Cash Flow	Year		Year									
	0	1	2	3	4	5	6	7	8	9	10	
CASH RECEIPTS												
Income from Sales												
Cash Sales	\$ -	\$ 347,544.00	\$ 351,019.44	\$ 354,529.63	\$ 358,074.93	\$ 361,655.68	\$ 365,272.24	\$ 368,924.96	\$ 372,614.21	\$ 376,340.35	\$ 380,103.75	
Total Cash from Sales	\$ -	\$ 347,544.00	\$ 351,019.44	\$ 354,529.63	\$ 358,074.93	\$ 361,655.68	\$ 365,272.24	\$ 368,924.96	\$ 372,614.21	\$ 376,340.35	\$ 380,103.75	
Grant Proceeds	\$ 1,274,371.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Loan Proceeds	\$ 3,823,113.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Equity Capital Investments	\$ 1,699,161.50	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	
Total Cash from Financing	\$ 6,796,646.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Cash Receipts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Cash Receipts	\$ 6,796,646.00	\$ 347,544.00	\$ 351,019.44	\$ 354,529.63	\$ 358,074.93	\$ 361,655.68	\$ 365,272.24	\$ 368,924.96	\$ 372,614.21	\$ 376,340.35	\$ 380,103.75	
CASH DISBURSEMENTS												
Operating Expenses	\$ -	\$ 165,087.05	\$ 162,438.25	\$ 159,730.67	\$ 156,963.08	\$ 154,134.22	\$ 151,242.78	\$ 148,287.46	\$ 145,266.91	\$ 142,179.75	\$ 139,024.59	
Capital Purchases	\$ -	\$ 6,796,646.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Loan Principle	\$ -	\$ 157,058.16	\$160,228.28	\$163,462.38	\$166,761.76	\$170,127.74	\$173,561.66	\$177,064.89	\$180,638.83	\$184,284.91	\$188,004.58	
TOTAL CASH DISBURSEMENTS	\$ -	\$ 7,118,791.21	\$ 322,666.52	\$ 323,193.05	\$ 323,724.85	\$ 324,261.96	\$ 324,804.44	\$ 325,352.35	\$ 325,905.74	\$ 326,464.66	\$ 327,029.17	
NET CASH FLOW												
Opening Cash Balance	\$ -	\$ 6,796,646.00	\$ 25,398.79	\$ 53,751.71	\$ 85,088.29	\$ 119,438.37	\$ 156,832.09	\$ 197,299.89	\$ 240,872.50	\$ 287,580.97	\$ 337,456.66	
Cash receipts	\$ 6,796,646.00	\$ 347,544.00	\$ 351,019.44	\$ 354,529.63	\$ 358,074.93	\$ 361,655.68	\$ 365,272.24	\$ 368,924.96	\$ 372,614.21	\$ 376,340.35	\$ 380,103.75	
Cash Disbursements	\$ -	\$ 7,118,791.21	\$ 322,666.52	\$ 323,193.05	\$ 323,724.85	\$ 324,261.96	\$ 324,804.44	\$ 325,352.35	\$ 325,905.74	\$ 326,464.66	\$ 327,029.17	
Ending Cash Balance	\$ 6,796,646.00	\$ 25,398.79	\$ 53,751.71	\$ 85,088.29	\$ 119,438.37	\$ 156,832.09	\$ 197,299.89	\$ 240,872.50	\$ 287,580.97	\$ 337,456.66	\$ 390,531.24	

Attachment E - Income Statement

Income Statement		Year									
		1	2	3	4	5	6	7	8	9	10
INCOME											
Fiber Leases	\$	347,544.00	\$ 351,019.44	\$ 354,529.63	\$ 358,074.93	\$ 361,655.68	\$ 365,272.24	\$ 368,924.96	\$ 372,614.21	\$ 376,340.35	\$ 380,103.75
GROSS PROFIT	\$	347,544.00	\$ 351,019.44	\$ 354,529.63	\$ 358,074.93	\$ 361,655.68	\$ 365,272.24	\$ 368,924.96	\$ 372,614.21	\$ 376,340.35	\$ 380,103.75
EXPENSES											
Interest Expense on 2% loan	\$	75,027.76	\$ 71,857.64	\$ 68,623.54	\$65,324.16	\$61,958.18	\$58,524.26	\$55,021.03	\$51,447.09	\$47,801.01	\$44,081.34
Management Fees	\$	52,131.60	\$ 52,652.92	\$ 53,179.45	\$ 53,711.24	\$ 54,248.35	\$ 54,790.84	\$ 55,338.74	\$ 55,892.13	\$ 56,451.05	\$ 57,015.56
Pole Attachment Fees	\$	32,500.00	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00
Locate Fees	\$	2,927.69	\$ 2,927.69	\$ 2,927.69	\$ 2,927.69	\$ 2,927.69	\$ 2,927.69	\$ 2,927.69	\$ 2,927.69	\$ 2,927.69	\$ 2,927.69
R&M	\$	2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
TOTAL EXPENSES	\$	165,087.05	\$ 162,438.25	\$ 159,730.67	\$ 156,963.08	\$ 154,134.22	\$ 151,242.78	\$ 148,287.46	\$ 145,266.91	\$ 142,179.75	\$ 139,024.59
NET PROFIT		\$ 182,456.95	\$ 188,581.19	\$ 194,798.96	\$ 201,111.85	\$ 207,521.46	\$ 214,029.46	\$ 220,637.50	\$ 227,347.30	\$ 234,160.60	\$ 241,079.17

Attachment F - Sample Franchise

Ordinance No. TOWN OF SPANGLE WASHINGTON

AN ORDINANCE OF THE TOWN OF SPANGLE, WASHINGTON, GRANTING A NONEXCLUSIVE TELECOMMUNICATIONS FRANCHISE TO THE PORT OF WHITMAN AND OTHER MATTERS PROPERLY RELATING THERETO.

An Ordinance granting a franchise (the “franchise”) to the Port of Whitman, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as “Grantee”). To locate, construct, operate and maintain poles, wires, fiber optics line, underground cables and appurtenances over, under, along and across all of the Grantor’s rights of way and public property in the Town of Spangle, State of Washington, and setting forth conditions accompanying the grant of Franchise; and,

WHEREAS, the Grantor duly fixed the time and place for hearing said application and due and timely notice of said hearing on such application was given pursuant to statute and ordinance, and hearing on said application having been held as prescribed by law, and the Grantor having been fully advised in the premises and having determined that it is in the public interest to grant such Franchise in the manner herein set forth; and,

WHEREAS, Grantee is authorized to engage in the business of providing wholesale telecommunication services to customers consistent with applicable laws and regulations, and Grantor has determined it is in the interest of the persons and businesses in this jurisdiction to have access to Grantee’s services; and,

WHEREAS, the Town Council has determined that it is in the best interest of and consistent with the convenience and necessity of the Town to grant a Franchise within the confines of the Town to the Franchisee, and on the terms and conditions hereinafter set forth.

NOW THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SPANGLE, WASHINGTON, as follows:

ARTICLE I. DEFINITIONS

For the purpose of this Franchise the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever required. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Town” is the Town of Spangle, Washington, a town in the State of Washington.
- B. “Town Council” shall mean the governing body of the Town.
- C. “Franchisee” means the Port of Whitman, the grantee of rights under this Franchise ordinance or its lawful successor, transferee or assignee.

- D. "Easement" shall be limited to those Rights-of-way owned or controlled by the Town.
- E. "Facilities" means any and all fiber optic line, equipment and related appurtenances in any way comprising a part of the System.
- F. "*Force Majeure*" means any delays caused by reason of (1) civil commotion; (2) riots; (3) Acts of God and nature, including but not limited to floods, earthquakes, ice storms and tornadoes; (4) strikes or labor unrest; (5) the inability to secure materials; and (6) any other event or circumstances reasonable beyond the control of the Franchisee.
- G. "Franchise" means the initial authorization, or renewal thereof, issued by the Town, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of the System in, on and under the Town's Rights-of-Way.
- H. "Franchise Area" shall mean the area within the Town limits of the Town of Spangle, Washington, including areas annexed during the term of this Franchise.
- I. "Rights-of-Way" or "Right-of-Way" means the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, easement or similar property in which the Town holds any property interest or exercises any rights of management or control and which, consistent with the purposes for which it was acquired or dedicated, may be used for the installation and maintenance of the System. No reference in this Franchise to a "Right-of-Way" shall be deemed to be a representation or guarantee by the Town that its interests or other rights in such property are sufficient to permit its use for the installation and maintenance of the System, and the Franchisee shall be deemed to gain only those rights which the Town has the right and power to give and only to the extent necessary to carry out the purposes of this Franchise.
- J. "System" means the poles, wires, fiber optic lines and all necessary or desirable appurtenances for the purpose of a wholesale communications business in accordance with applicable Law.

ARTICLE II. GRANT OF FRANCHISE

SECTION 1. Grant.

- A. There is hereby granted to the Franchisee a non-exclusive right, privilege, and Franchise to have, acquire, construct, reconstruct, maintain, use and operate within the corporate limits of the Town, the System and to have, acquire construction, reconstruct, maintain, use and operate in, over, under, along, and across the present and future Rights-of-Way all necessary or desirable wires, cables, underground conduits, manholes and other structures and appurtenances in connection with the System.
- B. Limited Rights. This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the Town has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Franchisee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the

grant hereof. This Franchise does not deprive the Town of any powers, rights or privileges it now has, or may later acquire in the future, to use, perform work on or to regulate the use of and to control the Town's Rights-of-Way covered by this Franchise, including without limitation the right to perform work on its roadways, streets or appurtenant drainage facilities, water and waste water facilities including construction, altering, paving, widening, grading or excavating such streets.

SECTION 2. Term.

- A. The Franchise granted hereunder shall be for a term of twenty-five (35) years from and after the effective date of this ordinance, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

SECTION 3. Franchise Subject to Other Laws.

This Franchise is subject to and shall be governed by all applicable provisions of law. Notwithstanding any other provisions of this Franchise to the contrary, the Franchisee shall at all times comply with all laws and regulations of the state and federal government or any administrative agencies thereof. Provided, however, if any such law or regulations shall require the Franchisee to perform any service, or shall permit the Franchisee to perform any service, or shall prohibit the Franchisee from performing any service, in conflict with the terms of this Franchise, Town ordinance, or any regulation of the Town Council, then as soon as possible following knowledge thereof, the Franchisee shall notify the attorney for the Town of the point of conflict believed to exist between such regulation or law and regulations of the Town Council, the Town's ordinance or this Franchise.

SECTION 4. Other Franchises.

This Franchise shall not be construed as any limitation upon the right of the Town to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other Rights-of-Way, public ways or public places. The Town specifically reserves the right to grant at any time during the term or this Franchise or renewal thereof, if any such additional Franchises as it deems appropriate, upon similar material terms and conditions to this Franchise.

SECTION 5. Waivers.

- A. The failure of the Town on one or more occasions to exercise a right or to require compliance or performance under this Franchise, or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Town, nor shall it excuse the Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing by the Town.
- B. No waiver by the Town of any breach or violation or any provision of this Franchise or any ordinance shall be deemed to be a waiver or a continuing waiver by the City of any subsequent breach or violation of the same or any other provision. Neither the granting of the Franchise, nor any provision herein, nor any action by the Town hereunder shall constitute a waiver of or a bar to the exercise of any governmental right or power of the Town, as provided for under state and federal law, including without limitation the right of eminent domain.

- C. No waiver of any provisions of this Franchise shall be effective unless authorized in writing by the Town.

SECTION 6. Franchise Acceptance; Prior Franchise Superseded and Repealed.

- A. Upon adoption of this Franchise and acceptance hereof by the Franchisee, the Franchisee agrees to be bound by all the terms conditions contained herein, which acceptance shall constitute an absolute and unconditional acceptance of the Franchise and promise to comply with and abide by all its provisions, terms and conditions. The Franchisee's signature at the end of this Franchise shall constitute compliance with this section.
- B. By accepting the Franchise, the Franchisee: (1) acknowledges and accepts the Town's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise; and (3) agrees that the Franchise was authorized pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

SECTION 7. Police Powers.

In accepting this Franchise, the Franchisee acknowledges that its rights hereunder are subject to the police powers of the Town to adopt and enforce general ordinances necessary to the safety and welfare of the public, and the Franchisee agrees to comply with all generally applicable laws and ordinances enacted by the Town pursuant to such power that do not alter the Franchisee's material obligations under this Agreement.

Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Town's police powers shall be resolved in favor of the latter, except that any such exercise that is not of general application in the jurisdiction or applies specifically to the Franchisee or which contains provisions inconsistent with this Franchise shall prevail only if upon such exercise, the Town finds an emergency exists constituting a danger to health, safety, property or general welfare or such exercise is mandated by law.

SECTION 8. Permits Required.

In addition to this Franchise, in order for the Franchisee to be allowed to occupy or use the Rights-of-Way of the Town, the Franchisee shall obtain all other required authorizations, certificates, licenses and permits, in accordance with federal, state and local law. The Town shall not unreasonably withhold any permits requested by the Franchisee as determined by applicable law.

ARTICLE III. STANDARDS FOR USE OF RIGHT OF WAY

SECTION 1. Uses of Rights-of-Way.

- A. Non-exclusive Grant. This grant for the use of all Town Rights-of-Way is nonexclusive and does not establish priority for use over other franchise holders, permit holders and the Town's own use or public property. Additionally, Franchisee shall respect rights and property of the

Town and other authorized users of the Rights-of-Way. Disputes between the Franchisee and other entities over the use of the Rights-of-Way shall first be submitted to the Director of Public Works of the Town for possible resolution.

- B. Interference with Persons and Improvements. The Franchisee's System shall be located, erected and maintained so that none of its facilities shall endanger or interfere with the lives of persons, or interfere with any improvements the Town may deem proper to make, or unnecessarily hinder or obstruct the free use of Rights-of-Way or other public property. The Town shall have power at any time to order and require the Franchisee to remove and abate any pole, wire, cable, or other structure that is dangerous to life or property, and in case Franchisee, after notice fails or refuses to act within a reasonable time, the Town shall have the power to remove or abate the same at the expense of the Franchisee.
- C. Relocation of the Facilities. In the event that at any time during the period of this Franchise the Town shall elect to alter or change the grade of any Right-of-Way, the Franchisee, upon reasonable notice by the Town, shall begin removing and/or relocating as necessary, its poles, wires, cables, underground conduits, manholes and other fixtures at the Franchisee's expense, provided if Franchisee's wires, cable, or other fixtures are placed within or attached to conduit, poles, or appliances owned or maintained by others, such as utility poles of a public utility pursuant to a pole attachment agreement, Franchisee shall undertake such removal or relocation in cooperation with the public utility. If Franchisee fails or refuses to act within thirty days (30), of notice from the Town the Town shall have the power to remove or abate the same at the expense of the Franchisee.
- D. Interference with Utilities. The Franchisee with the consent of the Public Works Director shall place poles, equipment or other fixtures in such a manner that does not unreasonable interfere with existing gas, electric or telephone facilities, traffic control signalization, street lights, fire alarm lines or communications lines, or obstruct or hinder in any manner the various utilities serving the Town.
- E. Additional Easements. If additional private easements are necessary it shall be the Franchisee's responsibility to secure the same. The grant of this Franchise is limited to the Town's control of its Rights-of-Way and does not extend to any other public or private property.
- F. Cooperation with Building Movers. The Franchisee shall, at the request of any person holding a building-moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the Franchisee shall have the authority to require such payment from such person in advance. The Franchisee shall be given not less than four (4) calendar days advance notice to arrange for such temporary wire changes.

G. Construction and Maintenance; Excavation

1. Engineering plans for construction in Rights-or-Way shall be submitted to the Town prior to construction.
2. Except in an emergency, the Franchisee shall comply with generally applicable Town ordinances, policies and rules pertaining to notification when excavating pavement in any Right-or-Way.

H. Coordination or Placement of Manholes. The Franchisee shall coordinate the placement of its manholes, if any, with the affected Town Departments.

I. Movement of Facilities During Emergencies. During emergencies, the Town may move the Franchisees Facilities, but shall first make reasonable attempts to notify the Franchisee.

J. Payment of the Town's Locate Costs. The Franchisee shall only pay for the Town's locate costs that specifically relate to the Franchisee and so long as those costs are not already included in the permit fees. The Franchisee shall be required to obtain verifiable locates prior to any digging, trenching or excavation.

K. Acquisition of Facilities. Upon the Franchisee's acquisition of Facilities in any Right-or-Way, or upon the addition or annexation of any area in which the Franchisee owns or operates any Facility, the Franchisee shall, at the Town's request, submit to the Town a statement describing all Facilities involved, whether authorized by the Franchise, permit, license or other prior right, and specifying the location of all such Facilities to the extent the Franchisee has possession of such information. Such Facilities shall immediately be subject to the terms of this Franchise.

L. Disconnecting Use of Facilities. Whenever the Franchisee intends to discontinue using any Facility within the Rights-or-Way, the Franchisee shall submit for the Town's approval a complete description of the Facility and the date on which the Franchisee intends to discontinue using the Facility. The Franchisee may remove the Facility or request that the Town permit it to remain in place. Notwithstanding the Franchisee's request that any such Facility remain in place, the Town may require the Franchisee to remove the Facility from the Right-of-Way, or modify the Facility as a condition of its remaining in place to protect the public health, welfare, safety or convenience, or otherwise serve, the public interest. The Franchisee shall complete such removal or modification in accordance with a schedule to be mutually agreed upon in no event shall Franchisee fail to remove said facility within ninety (90) days of written demand by the Town. Until such time as the Franchisee removes or modifies the Facility, or until the rights to and responsibility for the Facility are accepted by another Person having authority to construct and maintain such Facility, the Franchisee shall be responsible for all necessary repairs and relocations of Facility, as well as maintenance of e Right-or-Way, in the same manner and degree as if the Facility were in the active use, and the Franchisee shall retain all liability for such Facility.

M. Hazardous Substances.

1. The Franchisee shall comply with all applicable local, state and federal laws, statutes, regulations, ordinances and orders concerning hazardous substances relating to the Franchisee's System in the Rights-of-Way.
2. The Franchisee shall maintain and inspect its System located in the Rights-of-Way. At any time, the Town may inspect the Franchisee's Facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to the Franchisee's System. In removing or modifying the Franchisee's Facilities as provided in this Franchise, the Franchisee shall also remove and properly dispose of all residue of hazardous substances related thereto.
3. The Franchisee shall indemnify and hold the Town harmless against any and all liability, claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the Town arising out of a release of hazardous substances caused by the Franchisee's System in the Rights-of-Way.

- N. Completion of Work by the Town. On failure of the Franchisee to commence, pursue or complete any work required by law or by the provisions of this Franchise or any applicable permit to be done in any Right-or-Way, within the time prescribed and to the satisfaction of the Town, the Town may at its discretion cause the work to be done. The Franchisee shall pay to the Town the reasonable costs of the work in the itemized amount reported by the Town to the Franchisee within thirty (30) days after receipt of the itemized report.

SECTION 2. Use of the Franchisee Facilities.

The Town shall have the right, at no cost, during the life of this Franchise, to make additional use, for any public purpose, of any poles or conduits controlled or maintained exclusively by or for the Franchisee, providing that such uses do not unreasonably interfere with the operations of the Franchisee.

SECTION 3. Joint Use of Poles, Trenches, and Conduits.

- A. The Franchisee may be required to attach its wires to poles owned and maintained by another person or entity, or to permit the wires of another person or entity to be attached to the poles owned by the Franchisee, upon reasonable terms and for just compensation. All of the Franchisee's requirements pertaining thereto must be in accordance with applicable law.
- B. Lines shall be located on poles in compliance with applicable safety standards and shall not interfere with the erection, replacement, operation, repair, or maintenance of the wires and appurtenances of the persons or entities occupying the poles.
- C. The Franchisee may be required by the Town to share trench space with another person or entity for the placement of facilities underground. Compensation to the Franchisee as well as terms or sharing trench space shall be resolved between the affected entities. Ducts, cables, or wires shall

be placed in tranches in compliance with applicable safety standards and, pursuant to the space allocation plan of the City.

SECTION 4. Changes for Governmental Purposes.

- A. Whenever by reason of changes in the grade of any Right-of-Way or in the location or manner of construction any water pipe, gas pipe, sewer or other underground or overhead structure for any governmental purpose whatsoever, it shall be deemed necessary by the Director of Public Works of the Town to remove, alter, change, adapt, or conform the underground or overhead facilities of the Franchisee, such alterations or changes shall be made as soon as practicable by the Franchisee and begin within thirty (30) days of notice from the Town, without claim for reimbursement or damages against the Town; provided, however, if said requirements impose a financial hardship upon the Franchisee, the Franchisee shall have the right to present alternative proposals for the Town's consideration, provided, further if Franchisee's wires, cable, or other fixtures are placed within or attached to poles, conduits, or appliances owned or maintained by others, such as utility poles of a public utility pursuant to a pole attachment agreement, Franchisee shall undertake such removal, alteration, change or adaption in cooperation with the public utility. Franchisee shall be reimbursed for the costs of such removal or alteration on the same terms and conditions as other utilities. Except for Franchise revocation or termination of System abandonment, the Town shall not require Franchisee to remove its facilities entirely from a Right-of-Way unless suitable alternatives are available for relocation at a reasonable cost. If Franchisee fails or refuses to begin such alterations or changes within such thirty (30) day period Franchisee the Town shall have the power to remove or abate the same at the expense of the Franchisee, all without compensation or liability for damages to the Franchisee.
- B. In cases of emergency the Town may require relocation of the Franchisee's facilities at the Franchisee's expense in the event the emergency creates an immediate threat to the public safety, health and welfare.

SECTION 5. Work by Others.

- A. The Town reserves the right to lay, and permit to be laid, sewer, electric, phone, gas, water, and other pipelines, cables, conduits and related appurtenances, and to do and permit to be done any underground or overhead work in, across, along, over, or under a Right-of-Way or other public place occupied by the Franchisee. The Town also reserves the right to construct new streets and to alter the design of existing streets. In performing such work, the Town shall not be liable to the Franchisee for any damages so occasioned by nothing herein shall relieve any other person or entity from the responsibility for damages to the facilities of the Franchisee.
- B. In the event that the Town subsequently authorizes someone other than the Franchisee to occupy space under the surface of a Right-of-Way, such grant shall be subject to the rights herein granted or heretofore obtained by the Franchisee. In the event that the Town shall close or abandon any

Right-of-Way which contains existing facilities of the Franchisee, any conveyance of land within such closed or abandoned Right-of-Way shall be subject to the rights herein granted of heretofore obtained by Franchisee; provided that the Franchisee may be ordered to vacate any land so conveyed if an alternate route is practicable and if the Franchisee is reimbursed by the person to whom the property is conveyed for the reasonable costs of service disruptions, removal and relocation of facilities.

- C. If the Town shall require the Franchisee to adapt or conform its facilities or in any way or manner to alter, relocate, or change its facilities to enable any other entity or person, except the Town, to use, or use with greater convenience, said Right-of-Way, the Franchisee shall not be bound to make any such changes until such other entity or person shall have undertaken, with good and sufficient bond, to reimburse the Franchisee for any costs, loss, or expense which will be caused by, or arise out of such change, alteration, or relocation of Franchisee's property; provided, however, that the Town shall never be liable for such reimbursement.

SECTION 6. Construction Provision.

- A. Standards. The Franchisee's System constructed within the Town shall comply with all applicable federal, state and local laws.
- B. Tree Trimming and Removal. To the extent permitted by law, the Franchisee shall have the authority after obtaining any consent legally required from any affected property owner to trim trees or other natural growth overhanging any of its Cable System in the Town so as to prevent branches from coming in contact with the Franchisee's wires, cables, or other equipment. The Franchisee shall be permitted to charge persons who own, or are responsible for, such trees or natural growth for the cost of such trimming, (except the Town) provided that similar charges are assessed by and paid to the utilities or the Town for Tree trimming. The Franchisee shall reasonably compensate the Town or property owner for any damages caused by such trimming, or shall, at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction, operation or maintenance of the System. The Franchisee shall make reasonable efforts not to harm such trees or shrubs. Any pruning or removal of trees or shrubs in the Town shall comply with practices outlined in the American National Standards Institute, Inc., (ANSI) Tree Care Operations – Tree, Shrub, and Other Woody Plant Maintenance - Standard Practices and Town Code Provisions, including licensing and permitting provisions.
- C. Inspections. The Town shall have the right to inspect all construction and installation work performed by the Franchisee pursuant to this Franchise as it shall find necessary to ensure compliance by the Franchisee. Such inspection shall be in accordance with the provisions of this Franchise.
- D. Restoration of Town Property. The Franchisee at its own cost and expense and in the manner approved by the Town shall replace and restore all Town property, including Right-of-Way, which is disturbed by the Franchisee's construction, installation, maintenance or operation of its Facilities, in accordance with the Town's Design Standards and the Standard Construction

Specifications. Nothing herein shall prevent the Town from charging the Franchise its usual and customary fees or general applicability for inspection of such restoration or replacement work. The Franchisee shall be solely responsible for protecting the public health, safety and welfare on such Town property from the time of disturbance until proper restoration. Failure of the Franchisee to replace or restore such Town property within a reasonable time period after written notification by the Town shall entitle the Town to cause the proper restoration to be made at the Franchisee's expense. The Franchisee shall pay to the Town the cost thereof, in the itemized amounts reported by the Town to the Franchisee, within thirty (30) days after receipt of such itemized report. Such payment shall not excuse a breach of the Franchise caused by the Franchisee's failure to commence, pursue or complete the required work.

- E. Restoration of Property. Whenever the Franchisee shall cause or any person acting on its behalf shall cause any disturbance, injury or damage to any private property or Town property by or because of the installation, maintenance or operation of its Facilities, such disturbance, injury or damage shall be remedied fully by the Franchisee at its expense. Further, the Franchisee shall, at its own cost and expense, replace and restore the respective property in accordance with the Town's Design Standards and Standard Construction Specifications within a reasonable time of the disturbance, injury or damage. Nothing in the paragraph shall be construed as requiring the Franchised to replace or restore any trees, shrubs lying within the public utility easements, provided, however, that the Franchisee shall make reasonable efforts not to harm such trees and shrubs, and other property.
- F. Construction Necessary For Operation. Subject to applicable laws, regulations and ordinances of the Town and the provisions of this Franchise, the Franchisee may perform all construction necessary for the operation of its System. All construction and maintenance of any and all Facilities within the Right-of-Way incident to the Franchisee's Cable System shall, regardless of who performs the construction, be and remain the Franchisee's responsibility.
- G. Joint Trenching and boring. The Franchisee may make excavations in the Rights-of-Way for any Facility needed for the maintenance or extension of the Franchisee. Prior to doing such work, the Franchisee shall give the appropriate notice to the Town and the notification association in accordance with applicable law (namely the Northwest Utility Notification Center). When obtaining a permit, the Franchisee shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonable practicable to joint trench or share bores or cuts, the Franchisee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of street cuts within the Town. If the Franchisee reasonable anticipates that trenching will encounter tree roots, the Franchisee shall consult with the Town prior to trenching.
- H. Emergency Repairs. In the event that emergency repairs are necessary to any part of its System, the Franchisee shall immediately notify the Town of the need for such repairs. The Franchisee may initiate such emergency repairs, and shall apply for appropriate permits within seventy-two (72) hours after discovery of the emergency. The Franchisee shall comply with all applicable

Town regulations relating to such excavations or construction, including the payment of permits or license fees.

- I. Location of Facilities. The Franchisee shall be a member of the Northwest Utility Notification Center. After any Town department, franchisee, licensee, permittee notifies the Franchisee of a proposed street excavation, in accordance with the rules applicable to such a member, the Franchisee shall, at the Franchisee's expense:

1. Mark on the surface all of its locatable underground Facilities within the area of the proposed excavation;
2. Notify the excavator or any unlocatable underground Facilities in the area of the proposed excavation, or
3. Notify the excavator that the Franchisee does not have any underground Facilities in the vicinity of the proposed excavation.

- J. Restoration of Streets. If the Franchisee excavates the surface of any Right-of-Way, the Franchisee shall be responsible for restoration of the Right-of-Way in accordance with generally applicable regulations of the Town.. The Town may, after providing notice to the Franchisee, resurface any opening made by the Franchisee in the Right-of-Way, and the expense thereof shall be paid by the Franchisee. The Town may, after providing notice to the Franchisee, remove and/or repair any work done by the Franchisee which, in the determination of the Town, is inadequate or unsatisfactory. The cost thereof, including the costs of inspection and supervision, shall be paid by the Franchisee. All of the Franchisee's work under this Franchise, and this Section, in particular shall be performed and completed in strict compliance with all generally applicable rules, regulations and ordinances of the Town.

- K. Reservation of Town Rights. Nothing in this franchise shall prevent the Town from construction or establishing any public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of the Franchisee's System. However, if any of the Franchisee's System unreasonably interferes with the construction, maintenance or repair of any public improvement, the Franchisee's System shall be removed or replaced.

Any and all such removal or replacement shall be at the expense of the Franchisee. Should the Franchisee fail to remove, adjust or relocate its Facilities by the date established by the Town's written notice to the Franchisee, the Town may affect such removal, adjustment or relocation, and the expense thereof shall be paid by the Franchisee.

- L. Building Codes.

1. The Franchisee shall strictly adhere to all building and zoning codes currently or hereafter in effect. The Franchisee shall arrange its lines, cables, and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable

interference with the use of said public or private property by any person. In the event of such interference, the Town may require the removal or relocation of the Franchisee's lines, cables, and other appurtenances from the property in question.

2. All plans for aerial crossings near existing or proposed traffic signals, signs, flashers, or other traffic control devices shall be submitted to the Town for approval. No crossings shall be permitted that obstruct traffic signals or other official traffic control devices.

M. Undergrounding and Overhead Construction.

1. Preference for Underground Installation. In all sections of the Town where the cables, wires, utilities or other like facilities are placed underground, the Franchisee shall place its wires, cables, utilities or other like facilities anywhere in the Town shall be changed from an overhead to an underground installation, the Franchisee shall, convert its facilities to an underground installation. If Franchisee's wire, cable, utilities or other facilities are to be placed underground in a common trench or bore shared by others, Franchisee shall share equally the expense of the trenching and/or boring in proportion to the number of joint users. The Franchisee shall pay for all cable, wire conduit, or facilities installed for the Franchisee's own use. If the Franchisee owns the aerial supporting structures, the additional incremental cost of undergrounding compared to the aerial inlocation will be paid by the Town. Where no overhead poles, exist, all wires and facilities shall be constructed underground.
2. Overhead. In the areas of the Town where electrical or telephone systems are installed on poles above ground, the Franchisee shall have the option of installing its System in like manner above ground or, alternatively, underground.

N. Rights-of-Way Occupancy.

1. Nothing in this Franchise shall give the Franchisee the right to attach its Cable System to structures or poles owned by the Town without consent of the Town.
2. The Franchisee shall:
 - a. Locate and install all transmission lines, equipment and structures so as to cause minimum interference with the rights and reasonable convenience of property owners;
 - b. Keep and maintain all transmission lines, equipment and structures in a safe condition, and in good order and repair;
 - c. Employ professional care;

- d. Place any fixtures in any Right-of-Way in such manner as not to interfere with the usual travel of the Right-or-Way or cause unsafe conditions of any sort,
 - e. Submit a traffic control plan to the Town for approval and receive such approval at least 48 hours prior to commencing construction except in the case of emergency. Such traffic control plan shall be available for public inspection on the construction site at all times; and
 - f. Notify adjacent property owners, businesses, residents, and others specified by the Town prior to construction and major maintenance projects.
- 3. The Franchisee shall not make street cuts or curb cuts unless absolutely necessary and only after a permit has been obtained from the Town under such conditions as the Town shall in its sole discretion determine.
- 4. Before beginning any excavation or other construction activity on a Right-of-Way which crosses or abuts any private property, the Franchisee shall clearly mark and delineate with flags, stakes or non-polluting water-soluble spray paint the boundaries of that Right-of-Way where it abuts or crosses private property. After such excavation or other construction activity, the Franchisee shall restore such property to not less than the Town's standards.
- 5. The Franchisee shall locate, mark and map any of its installed System for the Town at no expense to the Town. The Franchisee shall install underground warning tape with a metallic tracer at least twelve (120 inches above all feeder and trunk lines and above all fiber optic cable.

O. Stop Work.

- 1. On notice from the Town that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the Town, or in violation of the terms of any applicable permit laws, regulations, ordinances, or standards, the work may immediately be stopped by the Town.
- 2. The Town shall issue a stop work order which shall be:
 - a. In writing or, in the case of an emergency, verbally given;
 - b. Given to the individual doing the work, or posted on the work site;
 - c. Sent to the Franchisee by overnight delivery at the address given herein;
 - d. Indicate the nature of the alleged violation or unsafe condition; and

- e. Establish conditions under which work may be resumed.
- P. Franchisee's Contractors. The Franchisee and its contractors shall be licensed and bonded in accordance with the Town's ordinances, regulations and requirements for any contractors working in the Rights-of-Way. Any act or omission of any contractor of the Franchisee which violates any provision of this Franchise shall be considered an act or omission of the Franchisee for the purposes of this Franchise.
- Q. Private Property. Except in the case of an emergency involving public safety or service interruption to a large number of subscribers, the Franchisee shall give reasonable notice to the property owners or legal tenants prior to entering upon any private premises, and said notice shall specify the work to be performed; provided that in the case of construction operations, such notice shall be delivered or provided at least forty-eight (48) hours prior to entry. If any damage is caused by any Franchisee activity or omission, the Franchisee shall reimburse the property owner one hundred percent (100%) of the cost of the damage or replace the damaged property. In the case of an emergency, the Franchisee shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made.

ARTICLE IV. ADMINISTRATION AND REGULATION

SECTION 1. Transfer of Ownership or Control.

- A. This Franchise shall not be assigned or transferred, leased or disposed of either in whole or in part by voluntary sale or involuntary sale, merger, or consolidation, either legal or equitable or any right, interest or property therein, pass to or vest in any person, or entity without prior written consent of the Town Council, which consent shall not be unreasonable withheld. No consent will be required for a transfer in trust, mortgage, or other hypothecation as a whole or in part to secure an indebtedness.
- B. The Franchisee shall promptly notify the Town of an actual or proposed change in, or transfer of, or disposition of or acquisition by any other party of, control of the Franchisee. The word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised. Every change, transfer, or acquisition of control of the Franchisee shall make the Franchise subject to cancellation unless and until the Town Council shall have consented thereto, which consent will not be unreasonable withheld. For the purpose of determining whether it shall consent to such change, transfer, disposition, or acquisition of control, the Town Council may inquire into the qualifications of the prospective controlling party, and the Franchisee shall assist the Town Council in any such inquiry.
- C. The proposed assignee must show its legal and technical qualifications and its financial responsibility as determined by the Town Council and must agree to comply with all the provisions of the Franchise. Unless the Franchisee and the Town Council otherwise agree on an extension of time, the Town Council shall be deemed to have consented to a proposed transfer or assignment in the event it has not acted within ninety (90) days of notice.

- D. The consent or approval of the Town Council to any transfer of the Franchise shall not constitute a waiver or release of the right of the Town in and to the Rights-of-Way, and any transfer shall by its terms, be expressly subordinate to the terms and conditions of this Franchise.
- E. By its acceptance of this Franchise, the Franchisee specifically agrees that any such transfers occurring without prior approval of the Town Council shall constitute a violation of this Franchise by the Franchisee. In no event shall a transfer of ownership or change of control be approved without the successor in interest becoming a signatory to this Franchise.
- F. Within 20 days of any transfer or sale and upon request, if approved or deemed granted by the Town, the Franchisee shall file with the Town a copy of the deed, agreement, or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by the Franchisee.
- G. Standards. The Town may inquire into legal, technical and financial qualifications of the prospective controlling party or transferee, and the Franchisee shall assist the Town in so inquiring. The Town may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate; provided, however, the Town shall not unreasonable withhold its approval and any such terms and conditions so attached shall be related to the legal, technical, and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by the Franchisee.
- H. Common Control Exemption. Notwithstanding anything to the contrary in this Section, the prior written approval of the Town Council shall not be required for any sale, assignment or transfer of the Franchise, the System or ownership to an entity controlling, controlled by, or under the same common control as the Franchisee.

ARTICLE V. FINANCIAL AND INSURANCE REQUIREMENTS

SECTION 1. Liability Insurance.

- A. General Requirement. The Franchisee must have adequate insurance during the entire term of the Franchise to protect against claims for injuries to persons or damages to property which in any way relate to, arise from or are connected with this Franchise or involve the Franchisee, its agents, representatives, contractors, subcontractors and their employees.
- B. Verification of Coverage. If requested, the Franchisee shall furnish the Town with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are

consistent with standard industry practices. The Franchisee hereby warrants that its insurance policies satisfy the requirements of this Franchise.

- C. Other insurance. The Franchisee shall also provide Workers Compensation Insurance as required by Washington law.
- D. Insurance - No Limitation. The Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by the Franchisee or to limit the liability of the Franchisee to the coverage provided in the insurance policies or otherwise to limit the Town's recourse to any other remedy available at law or in equity.

SECTION 2. Indemnity.

The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the Town, Town Council, and any officers, employees and agents who have acted in their official capacities, boards, and commissions, (collectively referred to as the "City" in this Section) and shall pay all damages and penalties which the City may be legally required to pay as a result of any act or omission by the Franchisee in the operation of the System throughout the term of this agreement. Such damages and penalties shall include, without limitation, damages arising out of the copyright infringements, and the construction, erection, operation, maintenance and repair of the System, whether or not any act or omission complained of its authorized, allowed or prohibited by this Franchise. If legal action is filed against the Town, to recover for any claim or damages as a result of any act or omission by the Franchisee in the operation of the System, the Franchisee, upon notice to it by the Town, shall defend the Town against the action. The Franchisee shall have the right to defend, settle, or compromise any claims arising hereunder. In the event of a final judgment being obtained against the Town as a result of any act or omission by the Franchisee in the operation of the System, the Franchisee shall pay the judgment and all costs and hold the Town harmless therefrom. Nothing in this Franchise shall be interpreted to abridge or otherwise affect the Town's right to intervene or participate in any suite, action or proceeding involving any provisions of this Franchise. The Franchisee shall pay all expenses incurred by the Franchisee and the Town in defending with regard to all damages as set forth in this Section. These expenses shall include, without limitation, all out-of-pocket expenses, reasonable attorneys' fees, witness and discovery costs and the reasonable value of any services rendered by the Town Attorney and its office, and any other agents and employees of the Town.

The Franchisee will not be required to indemnify the Town for negligent act of the Town of its officials, boards, commissions, agents, or employees. The Town will indemnify and hold the Franchisee harmless from any claims or causes of action arising from any acts by the Town involving the Town's use of the access channel(s) or emergency alert system.

ARTICLE VI. ENFORCEMENT AND TERMINATION

SECTION 1. Forfeiture and Termination.

- A. In addition to all other rights and powers retained by the Town under this Franchise or otherwise, the Town reserves the right (after notice and the opportunity to cure as provided by Subsection C, below) to forfeit and terminate the Franchise and all rights and privileges of the Franchisee hereunder in the event of a material breach of this Franchise's terms and conditions. A material breach by the Franchisee shall include, but shall not be limited to the following:
 - 1. Violation of any material provision of the Franchise or any material rule, order, regulation or determination of the Town Council made pursuant to the Franchise;
 - 2. Attempt to evade any material provision of the Franchise or practice any fraud or deceit upon the Town;
 - 3. The Franchisee abandons the System or terminates the System's operations;
- B. The foregoing shall not constitute a breach if the violation occurs but it is without fault of the Franchisee or occurs as a result of circumstances beyond the Franchisee's control. The Franchisee shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its director's officers or employees.
- C. The Town shall make a written demand that the Franchisee comply with any such provision, rule, order, or determination under or pursuant to this Franchise. If the violation by the Franchisee continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the Town Council may appoint a hearing examiner to take under consideration the issue of termination of the Franchise. The Town shall cause to be served upon the Franchisee, at least twenty (20) days prior to the date of such hearing, a written notice of intent to request such termination and the time and place of the hearing. Public notice shall be given of the hearing and issue(s) which the Town Council or hearing examiner is to consider.
- D. The Town Council or hearing examiner, if appointed, shall hear and consider the issue(s) and hear any person interested therein, and determine in its discretion, whether or not any violation by the Franchisee has occurred. The Franchisee shall be entitled to participate fully in the hearing process, including a presentation or evidence and questioning of witnesses, so that the record will include all information pertaining to the alleged violation.
- E. If the Town Council or hearing examiner, if appointed, shall determine the violation by the Franchisee was the fault of the Franchisee and within its control, the Town Council or hearing examiner, if appointed, shall determine if the violation can be cured. If the violation cannot be cured, the Franchise may be forfeited or terminated. If the violation can be cured, the Town Council or hearing examiner, if appointed, shall specify the action or actions to be taken by the Franchisee to cure the violation and set a compliance date. If there is no compliance within the

period stated, then the Town council may terminate the Franchise. Such determination shall be subject to judicial review.

SECTION 2. Foreclosure.

Upon the foreclosure or other judicial sale of all or a substantial part of the System, or upon the termination of any lease covering all or a substantial part of the System, the Franchisee shall notify the Town of such fact, and such notification shall be treated as a notification that a change in control of the Franchisee has taken place, and the provisions of this Franchise governing the consent of the Town Council to such change in control of the Franchisee shall apply.

SECTION 3. Receivership.

The Town shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver, or trustee, to take over and conduct the business of the Franchisee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

- A. Within one hundred twenty (120) days after the election or appointment of a receiver or trustee, such receiver or trustee shall have fully complied with all the provisions of this Franchise and remedied all defaults hereunder; and,
- B. Such receiver or trustee, within said one hundred twenty (120) days, shall have executed an agreement, duly approved by the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

SECTION 4. Bankruptcy.

The Town shall have the right to cancel this Franchise immediately should the Franchisee liquidate, become insolvent, make a transfer for the benefit of creditors, or reorganize and enter into an arrangement for the benefit of creditors or file a voluntary petition in bankruptcy; or an involuntary petition in bankruptcy is filed against the Franchisee and is not dismissed within one hundred twenty (120) days after the filing.

SECTION 5. Removal of System.

At the expiration of the term for which this Franchise has been granted, or upon its lawful termination or revocation as provided herein, the Franchisee shall forthwith, upon notice by the Town, remove at the Franchisee's own expense all designated portions of the System from all Rights-of-Way within the Town, and shall restore said Rights-of-Way in accordance with the Town's Design Standards and Standard Construction Specifications; provided, however, the Franchisee shall have the right to sell its physical plant to a subsequent franchisee, subject to the Town approval as provided in Article IV, Section 2, in which case said plant need not be removed and the Franchisee shall continue to operate the

System during such interim period prior to the sale. If the Franchisee fails to commence removing or operating its Facilities within thirty (30) days of request and proceed diligently with the removal, the Town may perform the work at the Franchisee's expense. Any property of the Franchisee remaining in place in any Right-of-Way one hundred eighty (180) days after the expiration, termination or revocation of this Franchise shall be considered permanently abandoned and may become the property of the Town at the Town's discretion.

ARTICLE VII. MISCELLANEOUS PROVISIONS

SECTION 1. Notices.

All notices from the Franchisee to the Town pursuant to this Franchise shall be to the Mayor, Town of Spangle, City Hall, Spangle, WA 99031, or to another person as designated by the Town. All notices to the Franchisee pursuant to this Franchise shall be sent to:

Port of Whitman
302 N Mill Street
Colfax, WA 99111
Attn: Executive Director
Fax: 509-397-4758

or to such other person or address as designated by the Franchisee. The Franchisee shall maintain with the Finance Director, throughout the term of the Franchise, an address for service of notices by mail. The Franchisee shall also maintain with the Town, an office address and telephone number for the conduct of matters related to this Franchise during normal business hours. A new address and telephone number of the office shall be furnished to the Finance Director within fifteen (15) days after any change thereof.

SECTION 2. Time Limits Strictly Construed.

Whenever this Franchise sets forth a time for any act to be performed by the Franchisee, such time shall be deemed to be of the essence, and any failure of the Franchisee to perform within the allotted time may be considered a material violation of this Franchise and sufficient grounds for the Town to invoke any relevant remedy. However, in the event that the Franchisee is prevented or delayed in the performance of any of its obligations under this Franchise by reason of *force majeure*, the Franchisee's performance shall be excused during the force majeure occurrence and the Franchisee thereafter shall, under the circumstances, promptly perform the affected obligations under this Franchise or procure a substitute which is satisfactory to the Town.

SECTION 3. Cumulative Provision.

The rights and remedies reserved to the Town and the Franchisee by this Franchise are cumulative and shall be in addition to and not in derogation or any other rights or remedies which the Town and the Franchisee may have with respect to the subject matter of this Franchise, and a waiver thereof at any time shall have no effect on the enforcement of such rights or remedies at a future time.

Further, either the Town or the Franchisee may seek any legal or equitable relief allowed by law provided that if both parties agree, the Town and the Franchisee may seek methods of alternative dispute resolution.

SECTION 4. Compliance with Federal, State, and Local Laws.

The Franchisee, its contractors, subcontractors, employees, and agents shall comply with all applicable federal, state, and local laws, rules, and regulations issued pursuant thereto. The Franchisee and the Town have carefully reviewed this Franchise and believe that all provisions hereof are enforceable and in full compliance with all applicable local, state, and federal laws and regulations in effect on the date of execution. If the Franchisee shall discover that any significant aspect of the operation or of any provision of the plans, specifications, or configurations of the Franchisee's System is contrary to or inconsistent with any applicable law, ordinance, rule, or regulation, the Franchisee shall promptly report such fact to the Town in writing. The Franchisee and the Town shall also be entitled to all rights and be bound by all changes in applicable local, state, and federal law which in addition to all other rights and powers retained by the Town under this Franchise of otherwise, the Town reserves the right (after notice and the opportunity to cure as provided by Subsection C, below) to forfeit and terminate the Franchise and all rights and privileges of the Franchisee hereunder in the event of a material breach of this Franchise's terms and conditions. A material breach by the Franchisee shall include but shall not be limited to the following: h occur subsequent to the date of this Franchise. The Franchisee and the Town acknowledge that their rights and obligations under this Franchise are explicitly subject to all such changes.

SECTION 5. Captions.

The captions to sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

SECTION 6. Construction of Agreement.

This Franchise shall be governed, construed, and enforced in accordance with the laws of the State or Washington (as amended), and any other applicable local, state, and federal laws, rules, regulations, legislation, or orders (as such now exist, are later amended or subsequently adopted).

SECTION 7. No Joint Venture.

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

SECTION 8. Entire Agreement.

This Franchise and all attachments represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written

negotiations between the parties. This Franchise can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to this Franchise or to the appropriate attachment and which is signed on behalf of both parties.

SECTION 9. Actions of The Town or The Franchisee.

In any action by the Town or the Franchisee mandated or permitted under the terms hereof, it shall act in a reasonable, expeditious, and timely manner, Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

SECTION 10. Severability, Preemption, and Precedence.

- A. If any section, subsection, sentence, clause, phrase, provision, or portion of this Franchise is for any reason held invalid or unenforceable by any court of competent jurisdiction, or any state or federal regulatory agency having jurisdiction thereof, the remainder of this Franchise shall not be affected thereby, and each remaining section, subsection, sentence, clause, phrase, provision, and portion of this Franchise shall be valid and enforceable to the fullest extent permitted by law.
- B. In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Franchise, then the provision shall be read to be preempted to the extent and for the time required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on part of the Town or Franchisee, and any amendments to this Franchise negotiated as a result of such provision being preempted shall no longer be of any force or effect with respect to that provision.

SECTION 11. Venue.

Any action concerning a dispute arising under this Franchise shall be convened in Whitman County, Washington.

SECTION 12. Interpretation.

As a further condition of this Franchise, the parties acknowledge that this Franchise shall be deemed and construed to have been prepared mutually by both parties.

SECTION 13. Attorneys' Fees.

In the event that either party shall take action, whether judicial or otherwise, to enforce or interpret any of the provisions of this Franchise, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonable incur in such action, including attorneys' fees and costs, whether incurred in a court of law or otherwise.

SECTION 14. Effective Date.

This Franchise shall be in full force and effect five (5) days after publication as required by law, and acceptance by the Franchisee.

PASSED BY THE TOWN COUNCIL OF THE TOWN OF SPANGLE, this _____ day of _____ 2011.

TOWN OF SPANGLE

Mayor

ATTEST:

Approved as to Form:

Town Attorney

Accepted this _____ day of _____ 2011, subject to applicable federal, state and local law.

PORT OF WHITMAN

By: Joseph R. Poire, Executive Director

STATE OF WASHINGTON

COUNTY OF WHITMAN

On _____, before me, a Notary Public in and for said State, personally appeared Joseph R. Poire, known to me to be the Executive Director of the Port of Whitman that executed the within Instrument, know to me to be the person who executed the within Instrument on behalf of the corporation therein named as Franchisee and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its directors.

WITNESS my hand and official seal:

Notary Public In and for the State of Washington
Residing at: _____, Washington
My commission Expires: _____

Petrichor Broadband LLC

Petrichor Broadband LLC is a publicly owned corporation formed by six public port districts with over 20 years' experience creating open access networks. Petrichor works with other ports, tribes, counties, cities, public utility districts, industrial development zones and the Washington State Broadband Office to expand broadband access to underserved communities across Washington State. To accomplish this goal, we provide fiber optic planning and design, network management and local, state and federal policy development services.

We promote publicly owned, open-access, free trade platforms for the private sector to sell services. This public-owned infrastructure allows competition in markets where investments have not been made by the private sector, bringing urban-rate-priced services to all markets.

To serve rural customers, Petrichor members leverage public sector investment to build co-location and outside plant infrastructure for lease to telecommunications providers. Petrichor members also partner on joint builds with telecommunications service providers, lowering the costs to build and creating redundant networks in communities.



The founding members of Petrichor Broadband include Port of Kalama, Port of Ridgefield, Port of Bellingham, Port of Skagit County, Port of Pasco and Port of Whitman County.

This open-access model allows companies to choose between purchasing lit services or leasing dark fiber. In developing this model, ports learned repeatably that companies desire to own individual networks, which they control and maintain. The ability to lease dark fiber provides companies the control necessary to offer a service-level agreement to their customers. By leasing the dark fiber plant to retail service providers at a price point that allows competitive retail pricing to consumers, this model facilitates economic development. The private sector competes to sell services, while investing in employees and equipment to grow their business in unserved communities.

Petrichor performs feasibility and planning studies for all entities based on this model. Consulting services include funding applications, design services, project management and fiber mapping and management.

Attachment H - Sample Agreement for Fiber Management Services

INTERLOCAL COOPERATION AGREEMENT FOR TELECOMMUNICATION SERVICES

THIS INTERLOCAL COOPERATION AGREEMENT ("this AGREEMENT") entered into by PETRICHOR BROADBAND, LLC, a Washington interlocal limited liability company permitted by RCW 39.34.030, (hereinafter "PETRICHOR"), and the _____, a municipal corporation of the State of Washington, (hereinafter the "_____").

RECITALS

WHEREAS, PETRICHOR is a Washington interlocal limited liability company consisting of the following Ports as members: Port of Bellingham, Port of Kalama, Port of Pasco, Port of Ridgefield, Port of Skagit County, and Port of Whitman County; and

WHEREAS, the Port of Whitman County is the named Manager for PETRICHOR; and

WHEREAS, PETRICHOR contracts with public and private entities for the planning, development and operation of local and regional telecommunication facilities; and

WHEREAS, the PORT owns and operates telecommunication infrastructure ("the Facilities"), within and without its district for its own use and to provide wholesale telecommunication services within Asotin County; and

WHEREAS, the _____ has or intends to construct a fiber optic telecommunication network, which is the subject matter of this agreement (herein the "_____"); and

WHEREAS, this Agreement provides for certain services to be provided by PETRICHOR to the PORT in exchange for fees and revenue sharing as set forth below and the mutual benefits to be derived;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

INTERLOCAL COOPERATION AGREEMENT
FOR TELECOMMUNICATION SERVICES

(_____)

1. Management, Services and Expenses:

a. PETRICHOR shall provide the following services for the Facilities which are subject to the revenue sharing provisions of this Agreement:

- (1) Fiber and facility mapping, including cut sheet documentation;
- (2) One-Call management services;
- (3) _____ Will or _____ will not contract for locate services in accordance with standards in the industry;
- (4) Emergency restoration management in accordance with standards in the industry;
- (5) Review of construction design; and
- (6) Oversight of Network Operations Center (NOC) contracted services.

PETRICHOR may contract with third parties for the services to be provided.

b. _____ shall provide the following services for the Facilities which are subject to the revenue sharing provisions of this Agreement:

- (1) Administration of billing and collection;
- (2) Collection and remittance of applicable leasehold tax as directed by the State of Washington and franchise fees; and
- (3) Provide financial reports displaying monthly invoiced amounts by customer.

c. Expenses for the Facilities subject to the Revenue Sharing provisions of this Agreement will be allocated as follows:

- (1) Fiber and facility mapping, including cut sheet documentation will be provided by PETRICHOR;
- (2) One-call and locate services expenses shall be paid by the PORT;

(3) Emergency restoration service charges and expenses shall be paid by the PORT;

(4) Administration, billing and collection will be provided by the PORT; and

(5) NOC contracted services will be overseen by PETRICHOR and expenses shall be paid by the PORT.

2. Revenue Sharing and Fees:

All revenue derived from the _____ Facilities shall belong to the _____ and payment therefrom shall be as follows:

a. Commencing January 1, _____, payment for services will be on a revenue share basis whereby PETRICHOR will receive fifteen percent (15%) of monthly revenue, or Ten Thousand and no/100ths Dollars (\$10,000.00) per year, whichever is greater, derived from the Facilities, payable within thirty (30) days of month end. If at the end of the year, the total revenue paid to PETRICHOR is less than Ten Thousand and no/100ths Dollars (\$10,000.00), the _____ shall pay the difference between the revenue paid and Ten Thousand and no/100ths Dollars (\$10,000.00) within thirty (30) days.

b. The term "Revenue" as used in the Revenue Sharing provisions of this Agreement shall mean the gross amount invoiced/derived from the wholesale lease or grant of use of fiber optic lines. Non-reoccurring fees, fees for power charges, co-location fees, leasehold taxes, and franchise fees, shall not be considered Revenue for purposes of Revenue Sharing.

3. Leases and Contracts:

a. This Agreement shall apply to the wholesale lease or grant of use of the _____'s Facilities.

b. Lease, contracts, and agreements, to which this Agreement applies, shall be leases, contracts, and agreements of the PORT. Said leases, contracts, and agreements shall conform to and be consistent with the Master Service Agreement attached as EXHIBIT "A,"

or such other agreement as mutually agreed upon by PETRICHOR and the PORT.

c. No lease or contract subject to this Agreement shall extend beyond a period of twenty years from the date of execution, except as expressly authorized in writing by both parties. The Revenue from any leases, contracts, or agreements made during the term hereof and subject to this Agreement that have a termination date extending beyond the termination of this Agreement shall, belong to the PORT.

d. All rates, fees and charges for the use the Facilities shall be as mutually agreed upon with the goal of meeting each entity's revenue expectations. The initial rate structure is set forth in EXHIBIT "B".

e. Nothing herein shall be deemed to require the PORT to enter any lease, contract, or agreement for the use of its telecommunication lines or facilities.

f. Nothing herein shall prohibit the _____ from charging non-reoccurring fees for construction, relocation, or capital improvements to its Facilities, which fees shall not be considered Revenue, but will belong to the PORT.

4. Taxes, Fees and Assessments: The collection and payment of all taxes, fees, and assessments shall remain the responsibility of the PORT.

5. Term: The term of this Agreement shall begin January 1, _____, and terminate on the 31st day of December _____ (the "Initial Term"). Upon expiration of the Initial Term, this Lease shall automatically and successively renew for additional terms of one (1) year each, unless either party notifies the other in writing of its intent to terminate this Lease by giving one hundred eighty (180) days' notice prior to the end of the Initial Term, or any renewal thereof.

6. Development of Additional Facilities: It is understood and agreed that the _____ may wish to add to or expand its telecommunication fiber system, and nothing herein shall be deemed or considered as a restriction or prohibition on future development. However, any subsequent Interlocal Agreements which result in the management of additional fiber not owned by the PORT will require PETRICHOR's written consent.

7. Ownership on Termination: Upon termination of this Agreement and its non-renewal, all lines and facilities within the Clarkston Network shall remain the sole property of the PORT.

8. Relocation: In the event relocation of the Facilities which are subject to the Revenue Sharing provision of this Agreement is necessary, relocation costs and expenses shall be the sole responsibility of the PORT.

9. Annual Meeting: The _____ and PETRICHOR shall meet annually in the month of _____ at a date, time and location mutually agreeable to discuss financial reports, planning and budgeting.

IN WITNESS WHEREOF, the parties enter into this Agreement the _____ day of _____, _____, and the undersigned represent that he or she is authorized to sign this Agreement.

PETRICHOR BROADBAND, LLC, a _____, a municipal Washington interlocal limited liability company: _____ corporation of Washington

By _____
Port of Whitman County, Manager

By _____,
Executive Director

INTERLOCAL COOPERATION AGREEMENT
FOR TELECOMMUNICATION SERVICES

(_____)

Attachment I - Sample Construction Oversight Services

AGREEMENT FOR PROJECT ADMINISTRATIVE SERVICES

THIS AGREEMENT ("this AGREEMENT") entered into by the PETRICHOR BROADBAND, LLC, a municipal corporation of the State of Washington, ("PETRICHOR"), and the ENTITY, a municipal corporation of the State of Washington, ("ENTITY").

RECITALS

WHEREAS, PETRICHOR owns and operates telecommunication facilities within and without its district for its own use and to provide wholesale telecommunication services within its district; and

WHEREAS, ENTITY owns and operates telecommunication facilities ("the Facilities"), within ENTITY County for its own use and to provide wholesale telecommunication services within its district; and

WHEREAS, ENTITY intends construct _____ ("the Project"); and

WHEREAS, this Agreement provides for certain services to be provided by PETRICHOR to ENTITY for a one-time fee as set forth below and the mutual benefits to be derived;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Management Services:

a. PETRICHOR shall provide the following services for the Project:

- (1) Design process overview and recommendations;
- (2) Assistance with permitting, pole contact agreements, and easement acquisition;
- (3) Invitation to bid documents and process management;
- (4) Construction oversight;
- (5) Mapping of the project as-built;
- (6) Public outreach guidance as needed; and
- (7) An annual average of twelve on-site meetings or visits by Port of Petrichor personnel.

b. Project Expenses

All project expenses shall be paid by ENTITY.

2. Fees:

a. Payment for services will be made in _____ payments of _____ due upon invoice.

3. Term: The term of this Agreement shall begin _____ and terminate upon completion of the services to be provided but no later than the _____.

4. Ownership: Petrichor shall acquire no ownership or property interest in the Project lines or facilities.

IN WITNESS WHEREOF, the parties enter into this Agreement the
_____ day of _____, _____, and the undersigned represent that
he or she is authorized to sign this Agreement.

PETRICHOR, a municipal
corporation of the State of
Washington:

By _____
Executive Director

ATTEST:

By _____

ENTITY, a municipal
corporation of the State of
Washington:

By _____
Executive Director

ATTEST:

By _____



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Washington State Dept. of Commerce
Community Economic Revitalization Board
Community Economic Revitalization Board (CERB)
2020 CERB - Planning Application
Deadline: 7/27/2020

Port of Walla Walla
Walla Walla County Broadband Feasibility Study

Jump to: [Please also provide the following:](#) [Application](#) [Tables](#) [Attachments](#)

\$ 35,000.00 Requested

\$ 15,000 Match

Submitted: 6/9/2020 11:09:08 AM (Pacific)

Project Contact

Patrick Reay

pr@portwallawalla.com

Tel: 5095253100

Additional Contacts

none entered

Port of Walla Walla

310 A Street
Walla Walla, 99362

Executive Director

Patrick Reay

pr@portwallawalla.com

Telephone 5095253100

Fax 5095253101

Web www.portwallawalla.com

EIN 91-0817738

Please also provide the following: [top](#)

1. Statewide Vendor Number (SWV #)

0006305 00

2. Legislative District

16th Legislative District

3. Congressional District

5th Congressional District

4. County

Walla Walla County

Application [top](#)

1. Project Description:

Describe the goals and/or issues to be addressed with the CERB Planning Grant.

The Port of Walla Walla will complete a Broadband Feasibility Study for Walla Walla County. The Port is a countywide organization and the diversity of potential accessibility to broadband access needs to be better understood. As the COVID-19 pandemic has brought the need and dependence on reliable and available fiber access to the residents and businesses of Walla Walla County. The county consists of very diverse and distinct areas of urban density (Cities of Walla Walla and

College Place) and rural communities (Waitsburg, Prescott, Burbank and Touchet). This feasibility study will assist the Port with identifying any deficiencies that may exist within the county.

2. Project Scope of Work:

List the key components of the study

The project will create a comprehensive Broadband Availability and Expansion Feasibility Study that will allow the Port and the current and future fiber providers to evaluate opportunities to develop the last-mile to make better connections to the existing NoaNet system or to identify locations that do not have adequate infrastructure to serve the communities and industries that rely on adequate capacity.

The scope of work will entail the following elements and discovery deliverables:

1. Evaluation of the existing infrastructure (Private and Publicly Owned)
2. Conduct a Broadband Needs Assessment (Public Outreach and Input)
3. Complete a Broadband Market Analysis to determine the demand deficiencies
4. Provide a strategy for providing improved fiber accessibility
5. Develop Policy Structure for Public Ownership and Participation in fiber improvements

3. Project Short-Term Benefits:

Describe the projected short-term economic benefits the planning project will have on the local community.

Short-term benefits will be to properly map and identify the current public and private facilities within Walla Walla County. This will assist with the current and potentially new broadband providers to identify areas that are under-served or lack service all together. In working with our project partners and the BAT, we will engage the various stakeholders to broaden the capabilities and accessibility of broadband service to the community. The Port of Walla Walla believes that this effort will allow for the broadband discussion to continue to be on the forefront of economic and community development. Broadband access is an essential public facility that needs to be made available to all Walla Walla County residents.

4. Project Long-Term Benefits:

Describe the projected long-term economic benefits the planning project will have on the local community.

The feasibility study will be the catalyst document to form solid public policy and investments regarding broadband services. As broadband service, reliability, availability and price competitiveness has been a key element to community and economic development success. This project will allow for the strategic and long-term investments necessary to improve access and improve broadband capacity in our community.

5. Accomplishments:

What will be accomplished as a result of the project?

As a result of the initiation and completion of the study will allow for sound public policy regarding the implementation and expansion of broadband accessibility to our community. This will result in a plan to make strategic investments and improvements to the network, by both private and public partnerships and efforts. The Port of Walla Walla completed a Broadband Feasibility Study in 2015. The

6. Community Impact:

Describe the impact on the community in the event the project is NOT funded by CERB.

Without completion of this study, the Port of Walla Walla or may other public partners would not make sound policy and financial investments to the regions broadband accessibility, capacity and capabilities. The need to have access, with adequate speeds and bandwidth is critical to community and economic development. The need has never been as urgent as the current time frame due to the COVID impact. More individuals, students and businesses are currently relying on technology to perform their everyday tasks from home.

7. Project Link with Economic Diversification:

Describe the project's link with the economic diversification strategy and goals of the community. Include whether this project is part of an economic development plan consistent with local and applicable state planning requirements.

As the Walla Walla County population and industry clusters are diverse and geographically isolated, the Port of Walla Walla has been the primary advocate for developing, fostering and achieving adequate broadband service. Broadband and technology services has been identified in the Port's 2020 Economic Development Plan and has been identified by the Port Commissioners as a target industry to recruit family wage professional technology bases businesses. In order to accomplish this recruitment effort, the community needs to understand what the current broadband capabilities and accessible is within the community and to develop a plan to develop an investment strategy to meet the needs of the communities within Walla Walla County and the businesses that we represent.

8. Infrastructure Construction Support:

If infrastructure construction is to be supported by the study, indicate estimated construction schedule and/or project time frame.

This project is a planning study and does not include any construction elements. As a result of the study, planning and budgeting can occur to move the project into the construction phase.

9. Private Investment Interest:

Indicate if there has been private investment interest, if so please describe.

The Port of Walla Walla believes that the results of this study will result in our private providers making strategic investments to improve access and capacity on their systems. It will also identify strategic investment opportunities for the public sector to provide investments to assist the private sector providers with delivering adequate access to the community.

10. Industry Clusters:

Does this project build on locally-identified industry clusters? If yes, please explain:

The clusters identified include community clusters of Waitsburg, Touchet, Prescott, Burbank and the urban area of Walla Walla and College Place. Within these community clusters are identified industry and community needs that will be focus upon:

1. Waitsburg will be Main Street Business and a Port owned Industrial Park
2. Touchet has several Agricultural Service businesses
3. Prescott is a rural community that has Agricultural and Community Access focus
4. Burbank has the large Heavy Industries of Walla Walla County
5. Cities of Walla Walla and College Place has the population with diverse business needs

The Port's 2020 Economic Development Plan has specifically identified the agricultural and technology services clusters as the Port's priority and targeted industries for recruitment and retention of jobs.

11. Consultant Selection Process

Has a consultant been chosen? If yes, who will be conducting the study?

☐ Yes, please explain:

☒ No

12. If an outside consultant has not yet been chosen, describe the selection process.

The Port of Walla Walla intends on working with PETRICHOR, LLC a local government owned Washington limited liability company to perform the feasibility study and provide assistance with the development of fiber policies for Port owned facilities.

13. Is this plan mandated or required by a statute, law, or regulatory agency?

☐ Yes

☒ No

Tables [top](#)

ESTIMATED Schedule for Public Project Completion

Task	Estimated Date (Month/Year)
Consultant Service Chosen	08/2020
Consultant Begin Work	09/2020
Consultant Draft Report	02/2021
Consultant Final Report	04/2021
Consultant End Work	05/2021
Project Complete	05/2021

Other Source Funding

Source	Researched/Applied	Outcome
CDBG Planning-Only Grant	☒	This application request
RCAC Planning	☐	
Department of Ecology Planning	☐	
Department of Health Planning	☐	
USDA Rural development Pre-Development Grant	☐	

Match Funding

Source	Date Approved	Amount (\$000,000)
Port of Walla Walla	05/2020	\$15,000
CERB	Pending	\$35,000
Total		

Attachments [top](#)

Documents Requested *

Attachment A: Resolution Authorizing CERB Application

Attachment B: Evidence of Public Notification

Attachment C: Evidence of local Support (statement of support from the local Associated Development Organization (ADO) or the governing body of a Federally Recognized Tribe)

Required? Attached Documents *



[Minutes from May 28, 2020 Port Commission Meeting](#)



[Public Notice from May 28, 2020 Port Commission Meeting](#)
[May 28, 2020 Port Commission Agenda](#)



[ADO Letter of Support](#)

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Application ID: 203463

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×

Plan colelgeplace

No costing data available.

Customer Points >

Network Points >

Fiber Cables >

CapEx / OpEx 

CapEx Range Min	\$2,736,374.00
-----------------	----------------

CapEx Range Max	\$3,522,556.00
-----------------	----------------

OpEx Range Min	\$454,208.00
----------------	--------------

OpEx Range Max	\$583,701.00
----------------	--------------

Area (sq. mi.)	3
----------------	---

Total Locations	3,738
-----------------	-------

Residential Locations	3,608
-----------------------	-------

Residential Population	8,875
------------------------	-------

Households	3,620
------------	-------

Housing Units	3,861
---------------	-------

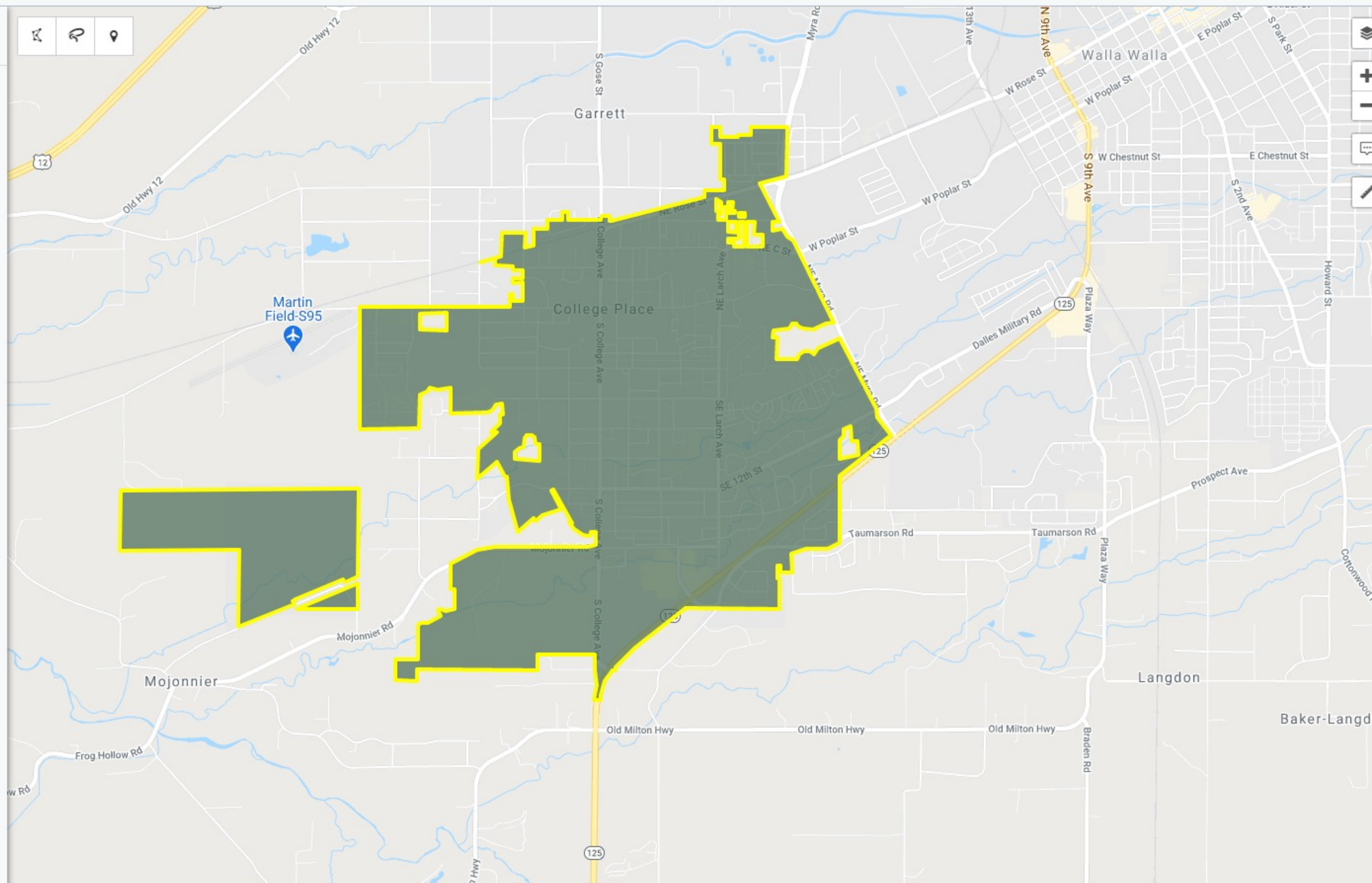
Business Locations 548

Wireless Towers 2

Reset

Export ▲

Layer Summary Data

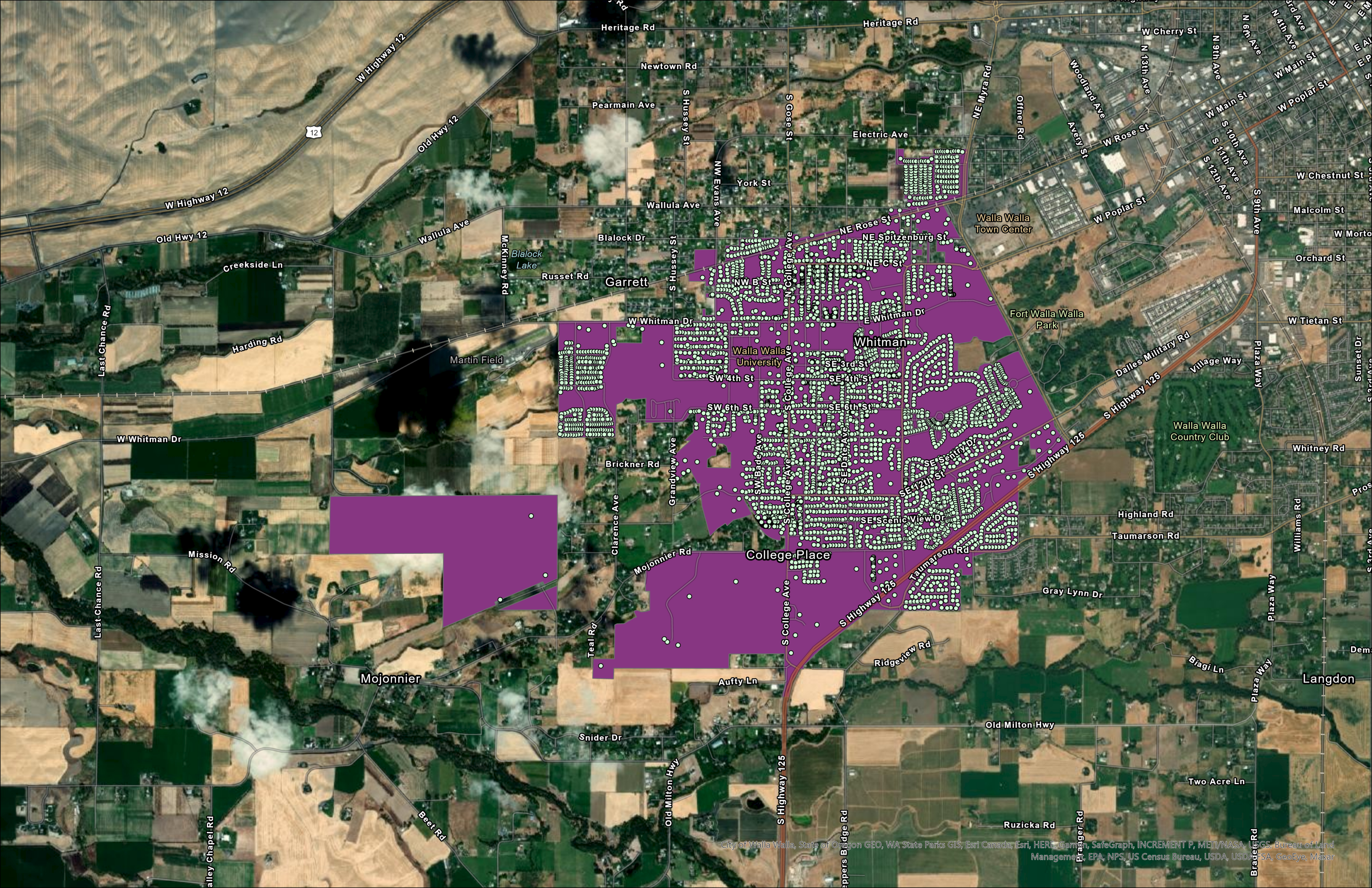


EDA BROADBAND EXPANSION

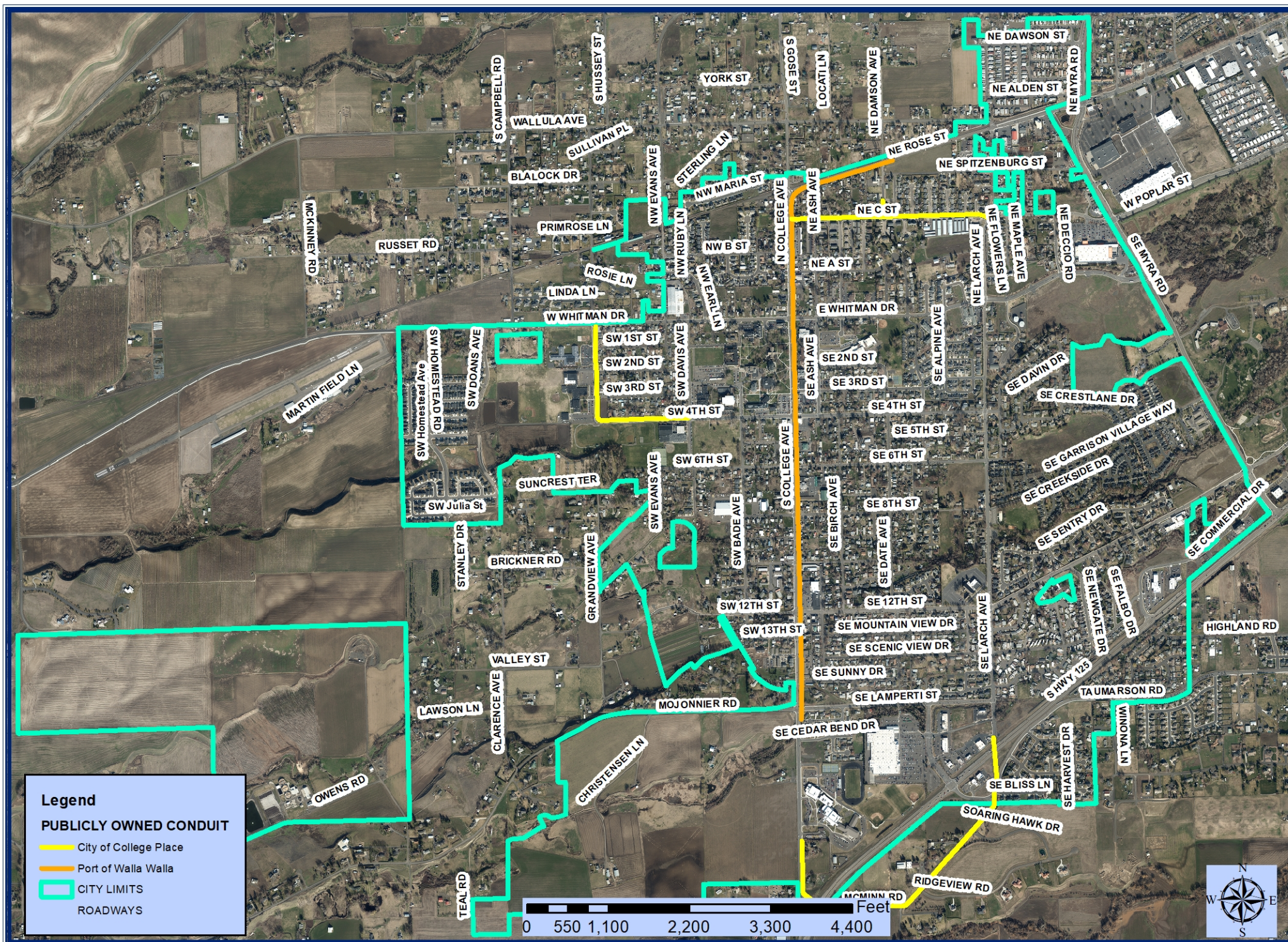


ST. JOSEPH COUNTY
ESTABLISHED 1830





PUBLICLY OWNED CONDUIT IN CITY OF COLLEGE PLACE



PROJECT: LIONS PARK IMPROVEMENTS

THIS AGREEMENT, made this 8th day of June 2021, by and between the City of College Place, Washington, hereinafter referred to as the Owner, and Anderson Perry & Associates, Inc., hereinafter referred to as the Consultant:

The Owner intends to construct improvements to enhance the safety, accessibility, and aesthetics of Lions Park. Anticipated improvements include an all-inclusive playground, splash pad, Americans with Disabilities Act (ADA) compliant amenities, walking path, new restrooms and parking lot, existing play field and restroom modifications, improvements to the existing stormwater facilities and fish pond, and various other associated improvements.

The Consultant agrees to provide the following professional services requested by the Owner: Prepare various conceptual design documents pursuant to the attached Scope of Work (Exhibit A).

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - Consultant SERVICES**Scope of Services**

1. The Consultant shall provide to the Owner the services outlined in Appendix A of this Contract: Project administration, data collection, and preliminary design.
2. The Consultant shall provide the services set out above in accordance with the following schedule:
 - a. All deliverables to be provided to the Owner no later than December 31, 2021.
3. To assist the Consultant in carrying out these obligations, the Owner shall perform the following services:
 - a. Make all records on file and necessary to complete the work, available to the Consultant.

SECTION B - COMPENSATION FOR SERVICES

The Owner shall compensate the Consultant on an hourly fee basis, plus direct reimbursable expenses, for the services to be provided as the Owner and Consultant agree.

1. The Owner shall pay the Consultant for work performed under this Contract an amount not to exceed \$70,000 for all work identified in the Scope of Services and in accordance with Exhibit B of this Contract.
2. The Owner agrees to pay the Consultant for the services outlined in this section on a monthly basis for the actual services provided. The Consultant will render to the Owner an itemized bill at the end of each month, for compensation for such services performed under this agreement during such month, the same to be due and payable by the Owner to the Consultant. Past due amounts owed shall include a service fee charge of 12 percent annual interest beginning the 30th day after the date of billing. The Consultant may suspend work under this Agreement until the account is paid in full.

3. Direct reimbursable expenses shall include, but not be limited to, such direct job costs as the costs of travel, subsistence, lodging, document printing, outside consultants, recording costs, etc. Direct reimbursable expenses shall include a 10 percent additional fee to cover handling, overhead, insurance costs, etc. Mileage shall be charged at \$0.56 per mile. There shall be no charge for phone calls and postage.

SECTION C - RESPONSIBILITIES OF Owner

1. The Owner shall provide the Consultant with all criteria and full information as to the Owner's requirements for specific work tasks, including objectives and constraints, performance requirements, and any budgetary limitations, including copies of all design and construction standards which the Owner will require to be included in Drawings and Specifications.
2. The Owner shall furnish to the Consultant all available information pertinent to a project including reports and data relative to previous designs, all existing maps, field survey data, lines of streets and boundaries or rights-of-way, and other surveys presently available. The Owner shall also provide all known information concerning the existing underground utilities, etc., that could impact proposed improvements.
3. The Owner shall provide for full, safe, and free access for the Consultant to enter upon all property required for the performance of the Consultant services under this Agreement.
4. The Owner shall give prompt written notice to the Consultant whenever the Owner observes or otherwise becomes aware of a Hazardous Environmental Condition or of any development that affects the scope or time of performance of the Consultant's services, or defect or nonconformance in the work of any Contractor.
5. The Owner shall pay for any agency plan review fees, advertisement for bids, building or other permits, licenses, etc., as may be required by local, state, or federal authorities. The Owner shall also secure necessary land easements, rights-of-way, and construction permits. The Consultant can assist the Owner with these tasks, if requested, as outlined in Exhibit B.
6. The Owner shall examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by the Consultant (including obtaining the advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate with respect to such examination) and render timely decisions pertaining thereto.
7. The Owner shall obtain, with guidance from the Consultant, reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all Phases of a project designed or specified by the Consultant, and such reviews, approvals, and consents from others as may be necessary for completion of each Phase of a project.
8. The Owner shall provide, as required for a project:
 - a. Accounting, bond, financial advisory, and insurance counseling services;
 - b. Legal services with regard to issues pertaining to a project as the Owner requires, the Contractor raises, or the Consultant reasonably requests; and
 - c. Such auditing services as the Owner requires to ascertain how or for what purpose the Contractor has used the monies paid.
9. The Owner shall advise the Consultant in a timely manner of the identity and scope of services of any independent consultants employed by the Owner to perform or furnish services in regard to a project.

10. The Owner shall attend a Pre-Bid Conferences, Bid Openings, Pre-Construction Conferences, construction progress meetings, warranty inspections, and other project-related meetings and shall review and act upon Change Orders, Applications for Payment, Certificates of Substantial Completion, and Final Acceptance Reports.

SECTION D - TERM OF AGREEMENT

1. This Contract shall be effective as of the date set forth above.
2. The Owner and the Consultant may, by mutual written agreement, terminate this Contract at any time.
3. The Owner may, on 30 days written notice to the Consultant, terminate this Contract for any reason deemed appropriate at its sole discretion.

SECTION E - GENERAL PROVISIONS

1. Approval of this Agreement by the Owner and the Consultant will serve as written authorization for the Consultant to proceed with the services called for in this Agreement.
2. This Agreement represents the entire and integrated agreement between the Owner and the Consultant. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant.
3. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
4. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
5. The Consultant intends to render his services under this Agreement in accordance with generally accepted professional practices and makes no warranty expressed or implied. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.
6. Any opinion of construction costs prepared by the Consultant represents his judgment as a design professional and is supplied for the general guidance of the Owner. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to the Owner.
7. The Consultant shall acquire and maintain statutory Worker's Compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage.
8. This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.
9. There are no third-party beneficiaries of this Agreement between Owner and Consultant and no third party shall be entitled to rely upon any work performed or reports prepared by the Consultant hereunder.
10. Neither the Owner nor the Consultant shall delegate his duties under this Agreement without the written consent of the other.

11. This Agreement may be terminated by either party in the event of default under this contract by the other party. Either party may do so by giving written notice to the other of its intent to terminate this Agreement for substantial failure to perform according to this Agreement, which written notice shall specify the failure and demand correction or remedy thereof in 20 days. In the event of failure to remedy or correct in 20 days, this Agreement may be terminated in writing at the option of the party giving the prior notice. If this Agreement is terminated, the Consultant shall be paid for services based on actual manhours worked to the termination notice date, including reimbursable expenses due, less any amount in dispute.
12. Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Washington.
13. The Owner will require that any contractor or subcontractor performing construction work in connection with drawings and specifications produced under this Agreement to hold harmless, indemnify and defend, the Owner and the Consultant, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the contractor's (or subcontractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Consultant, their consultants, or their officers, agents and employees.
14. The Owner and Consultant acknowledge that during construction projects, changes may be required as the result of possible omissions, ambiguities, or inconsistencies in the drawing and specifications or changes that are identified during construction which will result in an better overall project for the Owner, or changes which are necessary due to unusual field conditions, or construction circumstances beyond the control of the Owner, Consultant or Contractor.

As a consequence of the above, the Owner realizes that the construction contractors may be entitled to additional payment. The Owner agrees to set up a reserve in the project budget to be used as required to make additional payments to the construction contractors with respect to such changes. When additional payments are due the contractor they will be made in accordance with an approved change order. The Owner further agrees to make no claim by way of direct or third party action against the Consultant with respect to additional payments made to construction contractors or as a result of any claim made by construction contracts relating to such changes.

15. The Consultant shall comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, or national origin. The Consultant shall comply with Executive Order 11246 (41 CFR 60-1. 4), Section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741. 5(a)), Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 (41 CFR 60-250. 5(a)), the Jobs for Veterans Act of 2003 (41 CFR 60-300. 5(a)), and, the organizing and collective bargaining Clauses of Executive Order 13496 (29 CFR 471). The Consultant shall comply with applicable federal, state, and local laws, rules, and regulations concerning Equal Employment Opportunity.
16. To the fullest extent permitted by law, the Owner and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Owner and Consultant, they shall be borne by each party in proportion to its negligence.

This Agreement is executed in duplicate the day and year written at the beginning of this Agreement.

Owner:

City of College Place, Washington

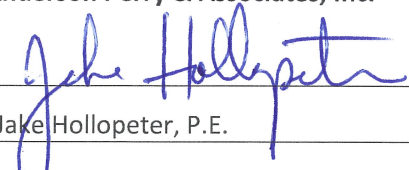
By _____

Type Name _____

Title _____

Consultant:

Anderson Perry & Associates, Inc.

By  _____

Type Name Jake Hollopeter, P.E.

Title Vice President

**EXHIBIT A
CITY OF COLLEGE PLACE, WASHINGTON
LIONS PARK IMPROVEMENTS
DESIGN ENGINEERING SERVICES**

SCOPE OF WORK

TASK DESCRIPTION AND BACKGROUND

This project generally includes the tasks required to provide preliminary design engineering services for the City of College Place's (Owner) Lions Park Improvements project, which generally includes the addition of an all-inclusive playground, splash pad, Americans with Disabilities Act (ADA) compliant amenities, a walking path, new restrooms and parking lot, existing play field and restroom modifications, improvements to the existing stormwater facilities and fish pond, and various other associated improvements. Specific project elements include a geotechnical investigation; preparation of a funding application; and the conceptual design of the park, fish pond, parking lot, and stormwater improvements.

In general, the preliminary design engineering services will include the following key components and deliverables:

- Topographic Survey Compatible with AutoCAD Civil 3D 2020 or Later (Being Completed Under a Separate Scope of Work)
- Geotechnical Investigation
- Preparation of a Washington State Department of Ecology (Ecology) Stormwater Funding Application
- Preliminary Design of Existing Restroom Modifications (Being Completed Under a Separate Scope of Work)
- Preliminary Design of the Park Improvements Scope of Work Identified in the RCO - WWRP Grant 20-1743 D
- Preliminary Design of the Park Improvements Scope of Work Identified in the RCO - YAF Grant 20-1566 D
- Preliminary Design of the Park Improvements Scope of Work Identified in the RCO - LWC Grant 20-1360 D
- Preliminary Design of the Fish Pond Improvements
- Preliminary Design of Parking Lot and Stormwater Improvements
- Preliminary Project Construction Cost Estimate
- Supplemental if Requested – Right-of-way retracement and the preparation of right-of-way map, cultural resources investigation, architectural history evaluation, environmental documentation (SEPA/NEPA), environmental permits (Critical Areas, HPA, JARPA, etc.) preparation of final design documents, bidding and award phase services, construction management, administration and inspection services, cultural resources monitoring (during construction), project documentation and closeout, or other services as requested.

DUTIES AND RESPONSIBILITIES OF ANDERSON PERRY & ASSOCIATES, INC. (CONSULTANT)

TASK 1 - PROJECT ADMINISTRATION

The Consultant will oversee project tasks and coordinate with Owner representatives to manage the project's scope, schedule, and budget.

1.1 Contract Administration, Invoicing, and Progress Reports

1. Prepare and submit monthly invoices. Each invoice will include the date period covered by the invoice, the number of hours worked during the billing period, and include the percentage of the total fee relative to the percent completion of the work.
2. Prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include the date period covered by the report and a brief summary of the work performed during the billing period.
3. Project management. General coordination with the Owner, subconsultants, other consultants, and stakeholders as well as ongoing monitoring of tasks and resources.
4. Maintain all contract-required documentation. Provide copies of project files and records to the Owner for audits and public information requests. All final documents will be provided in electronic format as requested.

Deliverables

- ☐ Monthly Invoices and Project Status Reports
- ☐ Project Documentation

1.2 Meetings

Various meetings will likely require the Consultant to prepare information, participate, and document outcomes. Subconsultant team members shall attend meetings related to their specific tasks as requested by the Consultant. The anticipated meetings are as follows:

1. Project kickoff meeting with Owner staff.
2. Internal Consultant design team meetings.
3. Meetings with Owner staff to discuss review comments from each submittal package.
4. As needed project meetings with Owner staff to discuss and resolve issues as they arise. These meetings will likely be a combination of phone conference calls and in-person meetings depending on the agenda.

TASK 2 - DATA COLLECTION

2.1 Geotechnical Investigation

Geotechnical services include the excavation of test pits, an on-site infiltration test, and preparation of a Geotechnical Letter Report for design purposes. Field work will include approximately two test pits and one infiltration test. The Owner will provide the operator and equipment to help perform the field work.

Deliverable

- ☐ Geotechnical Letter Report

TASK 3 - FUNDING APPLICATIONS

3.1 Ecology Stormwater Funding Application

The Consultant will assist the Owner in pursuing funding for the construction of stormwater improvements at Lions Park. This will include preparing cost estimates, project maps, and assisting with the evaluation of various funding options and the preparation of an Ecology stormwater funding application.

Deliverable

- ☐ Ecology Stormwater Funding Application

TASK 4 - PRELIMINARY DESIGN

4.1 Park Renovations

The Consultant will prepare an initial preliminary design of the proposed park improvements based on direction from the Owner coupled with a review of the previously submitted Lions Park Splash Pad and Playground funding application. These efforts are anticipated to include the creation of site improvement, landscape, and irrigation plans for the Lions Park Improvements project. Included in these plans will be ADA accessibility updates, appropriate park grade fencing, play equipment relocation with new equipment addressing special needs, conversion of the existing ball field into a multi-use turfed open space, tree removal recommendations/considerations, and various new site features (exercise stations, splash pad, and signage). This plan set will include preliminary outline specification(s) and the necessary construction details to understand and value the proposed improvements. Upon Owner review of the initial preliminary design documents, finalized preliminary design documents will be prepared.

Deliverables

- ☐ Draft and Final Preliminary Design Drawings for Proposed Improvements
- ☐ Initial and Final Preliminary Project Construction Cost Estimates

4.2 Fish Pond Renovations

The Consultant will review the previously prepared documents, including the Fishing Pond Preliminary Evaluation (2015), the Lions Park Conceptual Design Plans (2017), and the various agency review comments that were provided as part of these initial design efforts. The Consultant will use these items along with the Lions Park Trails and Fishing Pond funding application to develop an updated preliminary design concept. The updated preliminary design

will incorporate the improvements included in the funding application so that the project will comply with the Washington State Recreation and Conservation Office funding requirements.

Deliverables

- ☐ Draft and Final Preliminary Design Drawings for Proposed Improvements
- ☐ Initial and Final Preliminary Project Construction Cost Estimates

4.3 Parking Lot and Stormwater Modifications

The Consultant will prepare a draft Pre-Design Stormwater Report that presents the concepts for the proposed stormwater improvements based on input from the Owner. The Pre-Design Stormwater Report will generally follow the City of College Place guidelines. The Consultant shall perform a storm simulation that will be included as part of the report. The draft Pre-Design Stormwater Report will be submitted to the Owner for review. All review comments will be incorporated into the final Pre-Design Stormwater Report.

The Consultant will also prepare an initial preliminary design of the proposed parking lot improvements based on direction from the Owner. These efforts will include an updated parking lot layout configuration to accommodate ADA accessibility requirements, drainage improvements, and continued use of the existing RV dump station. Upon Owner review of the initial preliminary design documents, finalized preliminary design documents will be prepared.

Deliverables

- ☐ Draft and Final Pre-Design Stormwater Report
- ☐ Draft and Final Preliminary Design Drawings for Proposed Improvements
- ☐ Initial and Final Preliminary Project Construction Cost Estimates

PROJECT ASSUMPTIONS

The following assumptions apply to this Scope of Work:

1. All preliminary plans will be produced on 11x17 sheets.
2. The Owner will pay all permit and advertisement fees.
3. No community outreach or public involvement is included in this Scope of Work.
4. The Owner will identify a specific Owner representative for this project.
5. If Ecology stormwater funding is secured, the Pre-Design Report will need to be updated to meet Ecology requirements.

ADDITIONAL SERVICES

This section of the agreement is for additional services not identified in the Consultant's Scope of Work. Potential additional scope the Owner may consider includes retracement of right-of-way and the preparation of a right-of-way map, cultural resources investigation, architectural history evaluation, environmental documentation (SEPA/NEPA), environmental permits (Critical Areas, HPA, JARPA, etc.), preparation of final design documents, bidding and award phase services, construction management, administration and inspections services, cultural resources monitoring (during construction), project documentation and closeout, or other services as requested.

EXHIBIT B
CITY OF COLLEGE PLACE, WASHINGTON
LIONS PARK IMPROVEMENTS
DESIGN ENGINEERING SERVICES

FEE ESTIMATE

Task Description	Anderson Perry & Associates, Inc.							
	Principal	Senior Engineer (III-IV)	Senior Engineer (I-II)	Project Engineer (V-VII)	QA/QC Reviewer	CADD	Subconsultant Cost	AP Task Total Cost
	\$200	\$185	\$170	\$150	\$190	\$100		
TASK 1 - PROJECT ADMINISTRATION								
1.1 Contract Administration, Invoicing, and Progress Reports	8							
- Invoicing and Progress Reports								
- Overall Project Management								
- Maintain and Provide Project Documentation								
1.2 Meetings	4	8	8					
- Project Kickoff Meeting								
- Design Team Meetings								
- Owner Staff and Design Meetings								
TOTAL TASK 1	12	8	8	0	0	0		\$5,240
TASK 2 - DATA COLLECTION								
2.1 Geotechnical Investigation			8	30				
- Perform Field Work - Test Pits (2) and Infiltration Testing								
- Prepare Geotechnical Letter Report								
TOTAL TASK 2	0	0	8	30	0	0		\$5,860
TASK 3 - FUNDING APPLICATIONS								
3.1 Prepare Ecology Stormwater Funding Application	6		24					
- Review Funding Application Requirements								
- Coordinate with Owner to Select Proposed Improvements								
- Prepare Funding Application								
TOTAL TASK 3	6	0	24	0	0	0		\$5,280
TASK 4 - PRELIMINARY DESIGN								
4.1 Park Renovations	4		30		2	16	\$18,200	
- Prepare Initial Preliminary Design of Proposed Park Improvements								
- Prepare Final Preliminary Design of Proposed Park Improvements								
- Prepare Initial Preliminary Construction Cost Estimate of Park Improvements								
- Prepare Final Preliminary Construction Cost Estimate of Park Improvements								
4.2 Fish Pond Renovations	4	50	30		2	16		
- Review Preliminary Fish Pond Design Documents								
- Prepare Draft Updated Preliminary Design of Fish Pond Improvements								
- Prepare Final Updated Preliminary Design of Fish Pond Improvements								
- Prepare Updated Draft Cost Estimate for Fish Pond Improvements								
- Prepare Final Update Cost Estimate for Fish Pond Improvements								
4.3 Parking Lot and Stormwater Modifications	4	8	30			6		
- Prepare Draft and Final Pre-Design Stormwater Report								
- Prepare Draft and Final Preliminary Design Drawings for Proposed Improvements								
- Prepare Initial and Final Preliminary Project Construction Cost Estimate								
TOTAL TASK 4	12	58	90	0	4	38		\$32,990

Total Estimated AP Costs **\$49,370**

DIRECT COSTS

Mileage, Equipment, etc. **\$610**
Subtotal **\$610**

SUBCONSULTANT COSTS

Landscape Architecture (SPVV) **\$18,200**
Subconsultant Markup (10%) **\$1,820**
Subtotal **\$20,020**

TOTAL PROPOSED PROJECT BUDGET \$70,000

LIONS PARK RENOVATION PROJECT

6/4/2021

ESTIMATED COSTS

PROJECT CATEGORY	PROJECT ELEMENTS	COST ESTIMATE	NOTE:
LWC - FY 2022	Pond dredging, fitness trail, fitness zones, lighting, remove fish weir, ADA fishing dock, stormwater treatment	\$ 1,389,233.00	
WWRP - FY 2022	Splash pad, inclusive playground, picnic shelter, restrooms, lighting, park signs	\$ 1,400,286.00	
YAF - FY 2022	Multiuse soccer & baseball fields, irrigation, renovate existing restrooms, lighting	\$ 467,164.00	Project elements of the YAF were planned for construction at time of Sherwood Trust application but funding was not secured through RCO at that time, since then the YAF grant has been secured, see below for details.
Total Cost Estimate		\$ 3,256,683.00	
Secured Funding		\$ 2,449,550.00	
Funding Deficit		\$ 807,133.00	

PROPOSED FUNDING

	FUNDING SOURCE	FUNDING	REQUIRED MATCH	SECURED	POTENTIAL UNSECURED	TERMS	NOTE:
	RCO LWC - FY 2022	\$ 500,000.00	\$ 889,233.00	\$ 500,000.00		Complete by June 30, 2023	
	RCO WWRP - FY 2022	\$ 500,000.00	\$ 900,286.00	\$ 500,000.00		Complete by June 30, 2023	
	RCO YAF - FY 2022	\$ 349,550.00	\$ 117,614.00	\$ 349,550.00		Complete by June 30, 2023	New funding since application
	City REET II	\$ 600,000.00		\$ 600,000.00			
	City Capital Reserves	\$ 600,000.00			\$ 600,000.00		Subject to 2022 Budget
	WA Ecology Grant	\$ 300,000.00			\$ 300,000.00		Grant due August 2021
	Walla Walla County	\$ 100,000.00			\$ 100,000.00		
	Port of Walla Walla	\$ 100,000.00			\$ 100,000.00		
	Sherwood Trust	\$ 500,000.00		\$ 500,000.00			
TOTALS:	Projected Funding	\$ 3,549,550.00					
	Secured Funding			\$ 2,449,550.00			
	Unsecured Funding				\$ 1,100,000.00		
	Match Requirement		\$ 1,907,133.00				Other Grants can be used as match

"THE GATHERER"

Proposal
January 2021

Bronze life-size statue
5'6" h X 5' w

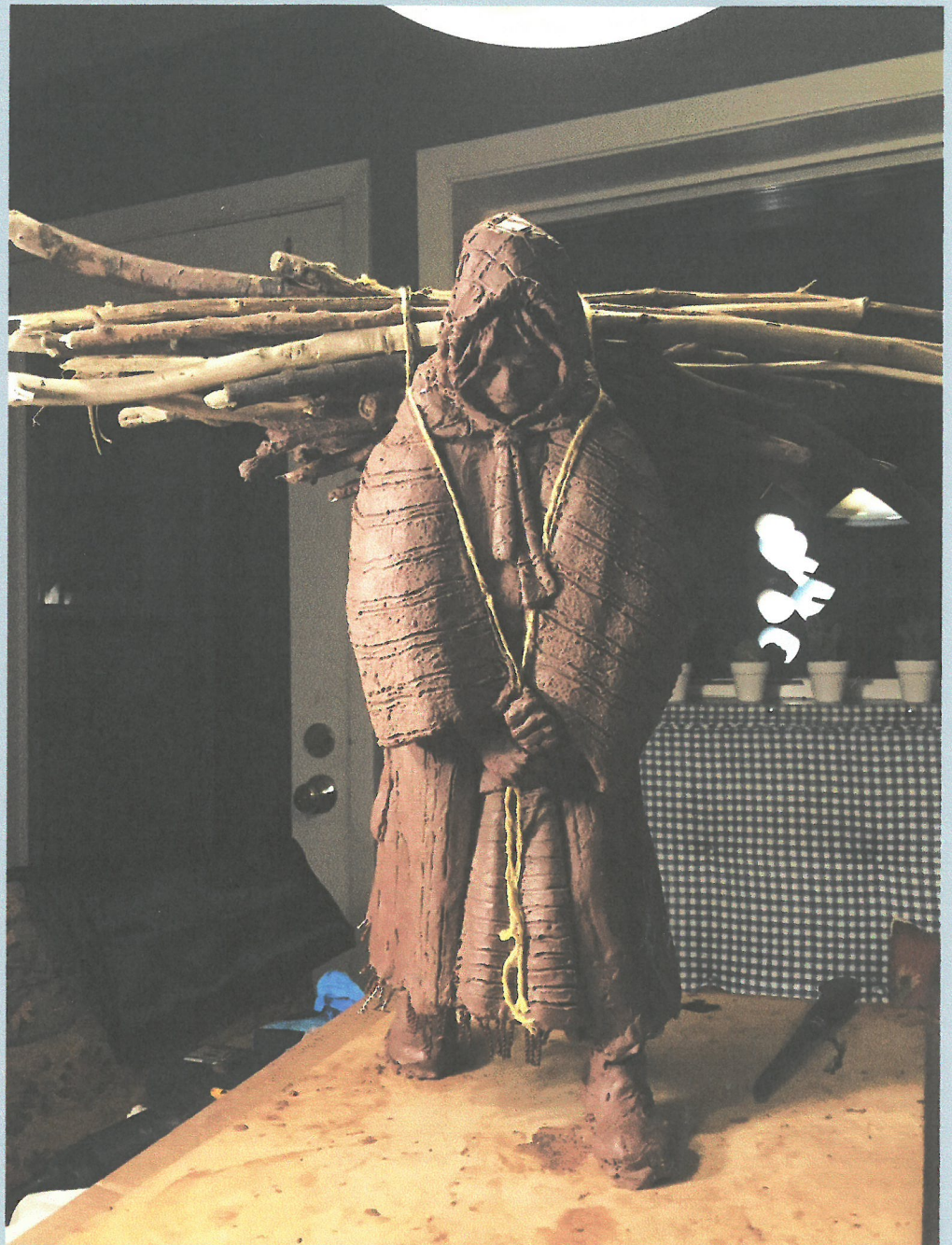
"The Gatherer" represents a universal theme for all cultures; the foraging for sustenance and the struggle to survive. This woman is gathering broken tree limbs. Many peoples have walked along Mill Creek to gather firewood.

Process:
A small clay maquette of the figure is pictured here. A point-up to full-size will be created and used to mold and then cast the bronze sculpture.

Production Time:
Ready for installation in 4-5 months.

Installation:
Recommended is a cement pad/footing. The woman's feet will have steel rods at the base for placing into the cement with all-screw glue. Gravel will cover the pad and a small path created so "The Gatherer" will appear to be walking on a trail.

Price:
\$36,000 for the bronze figure
\$3,000 for installation



Jeffrey J. Hill

Artist / Sculptor

(509) 301-6036

jjh@pocketinet.com

Always showing @ Tra Vigne 115 E Main WW

Jeffrey J. Hill

(509) 301-6036

jjh@pocketinet.com

85745 Tum-A-Lum Rd.
Milton-Freewater, OR 97862

City of College Place, Washington

RESOLUTION NO. 17-031

A RESOLUTION OF THE CITY OF COLLEGE PLACE, WASHINGTON, AUTHORIZING & SUPPORTING A PACIFIC POWER FOUNDATION GRANT APPLICATION UNDER THE COMMUNITY ENHANCEMENT CATEGORY FOR “THE GATHERER” STATUE BY ARTIST JEFFREY HILL

WHEREAS, the City of College Place is a non-charter code city under Title 35A RCW; and

WHEREAS, the Pacific Power Foundation has a Small Capital Grant program which awards grants under \$10,000 to cities and non-profits for small capital projects; and

WHEREAS, the City Council of the City of College Place (City) wishes to submit and support a Community Enhancement Grant application to obtain “The Gatherer” statue by artist/sculptor Jeffrey Hill.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE AS FOLLOWS:

1. The City Council of College Place, Washington authorizes and fully supports the Pacific Power Foundation Community Enhancement Grant for “The Gatherer” statue by artist Jeffrey Hill.

CLERICAL CORRECTIONS. The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener’s/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

EFFECTIVE DATE. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 8th day of June, 2021.

Attest:

Norma L. Hernández, Mayor

Lisa R. Neissl, CMC
City Clerk

NEA Our-Town Project Grant		
Project	Status	Estimated Cost
The Gatherer Statue (NEA-Portion)	Grant	\$ 29,000.00
Korean War Memorial (NEA-Portion)	Grant	\$ 40,000.00
Community Art Education (NEA-Portion)	Grant	\$ 10,000.00
The Gatherer Statue (Private Donations)	Match	\$ 10,000.00
Korean War Memorial (Private Match)	Match	\$ 10,000.00
Traffic Box Wrap Wrap Project	Completed - Match	\$ 25,000.00
Blue Zones Placemaking Work	Match	\$ 30,600.00
Staff & Advisory Commission Time Match	City Match	\$ 3,400.00
Project Total		\$ 158,000.00

Total Match		\$ 79,000.00
NEA Grant Request		\$ 79,000.00

City of College Place, Washington
RESOLUTION NO. 21-032

A RESOLUTION OF THE CITY OF COLLEGE PLACE, WASHINGTON, AUTHORIZING & SUPPORTING A NATIONAL ENDOWMENT FOR THE ARTS (NEA) GRANT APPLICATION FOR THE COLLEGE PLACE PLACEMAKING INITIATIVE

WHEREAS, the City of College Place is a non-charter code city under Title 35A RCW

WHEREAS, the National Endowment for the Arts (NEA) published a calendar and application requirements for Our Town grant proposals establishing that the application be received by August 10th, 2021; and

WHEREAS, the City Council of the City of College Place (City) wishes to submit and support an NEA grant application for funding to implement the College Place Placemaking Initiative.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE AS FOLLOWS:

1. The City Council of College Place, Washington authorizes and fully supports the NEA grant application for the College Place Placemaking Initiative.

CLERICAL CORRECTIONS. The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

EFFECTIVE DATE. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 8th day of June, 2021.

Attest:

Norma L. Hernández, Mayor

Lisa R. Neissl, CMC
City Clerk

From: Neil Jacobson viking@charter.net
Subject: Parks
Date: May 10, 2021 at 2:51 PM
To: viking@charter.net



Sent from my iPhone

From: Neil Jacobson viking@charter.net
Subject: Location
Date: May 10, 2021 at 14:53:06
To: viking@charter.net



Sent from my iPhone

From: Neil Jacobson viking@charter.net
Subject: Parks
Date: May 10, 2021 at 2:52 PM
To: viking@charter.net

V



Sent from my iPhone

"THE GATHERER"

Proposal
January 2021

Bronze life-size statue
5'6" h X 5' w

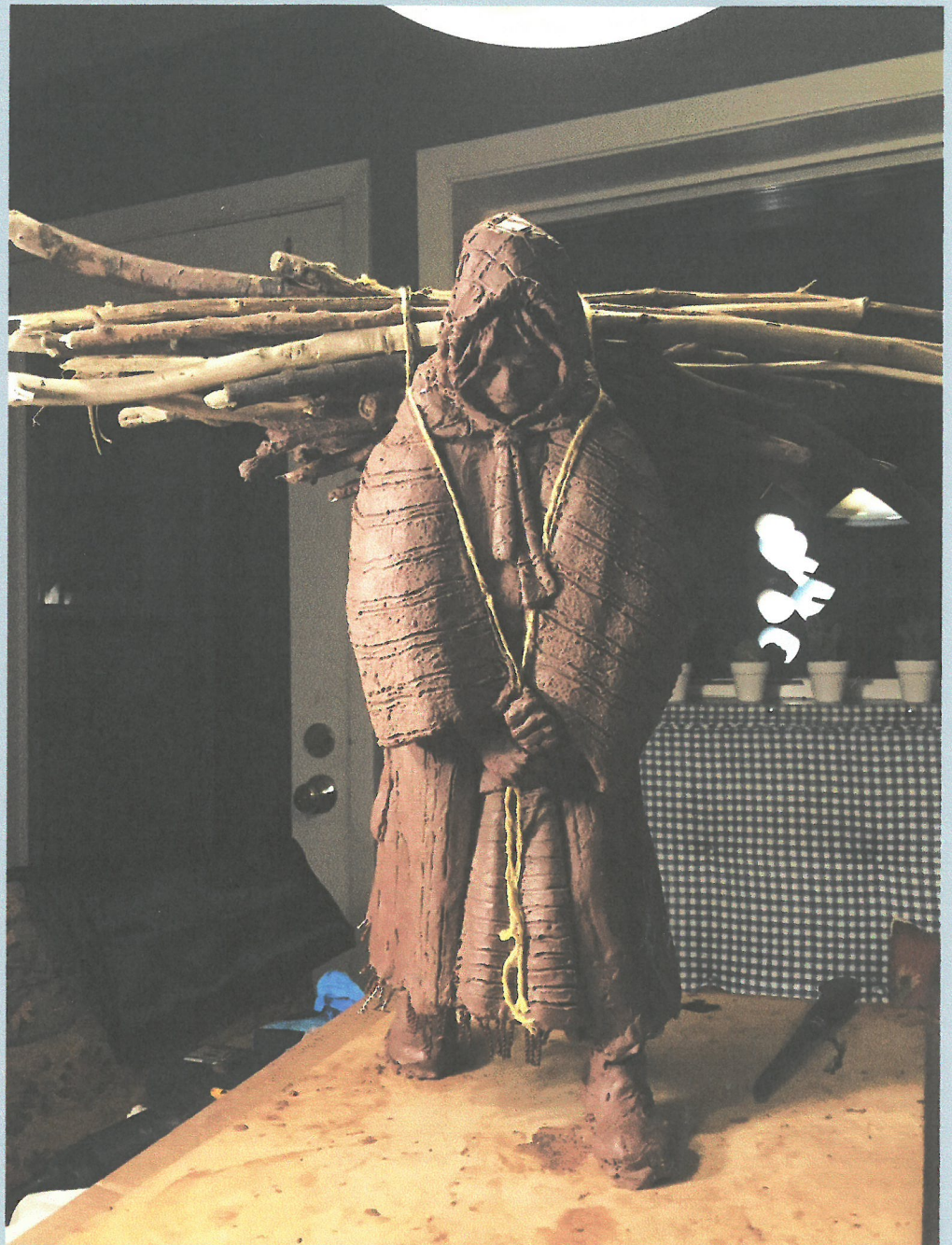
"The Gatherer" represents a universal theme for all cultures; the foraging for sustenance and the struggle to survive. This woman is gathering broken tree limbs. Many peoples have walked along Mill Creek to gather firewood.

Process:
A small clay maquette of the figure is pictured here. A point-up to full-size will be created and used to mold and then cast the bronze sculpture.

Production Time:
Ready for installation in 4-5 months.

Installation:
Recommended is a cement pad/footing. The woman's feet will have steel rods at the base for placing into the cement with all-screw glue. Gravel will cover the pad and a small path created so "The Gatherer" will appear to be walking on a trail.

Price:
\$36,000 for the bronze figure
\$3,000 for installation



Jeffrey J. Hill

Artist / Sculptor

(509) 301-6036

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Always showing @ Tra Vigne 115 E Main WW

Jeffrey J. Hill

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85745 Tum-A-Lum Rd.
Milton-Freewater, OR 97862



Business & Industry Program

As a sponsor organization of Premier, a nationally renowned performance improvement organization, we provide strategic procurement solutions and operational support to help retailers, manufacturers, legal practices, private equity firms, and other businesses thrive. We achieve this goal by both securing discounted pricing and identifying the best value for the products and services you need to run your business. Leveraging over \$67 billion in combined annual purchasing power on your behalf, we can help you save an average of 6 to 13 percent on products and services you use every day.

Program Benefits

- › **Use only the contracts you need:** Use only those contracts that benefit your company with no minimum spend requirements
- › **One-stop solution to streamline purchasing:** Eliminate time and money spent negotiating with multiple suppliers by using our pre-negotiated contracts
- › **Hands-on dedicated program management:** Our experienced professionals are there for you every step of the way
- › **Employee benefits:** Through markdowns for many products and services, you can offer additional value to your employee benefits program
- › **Savings beyond contract pricing:** We offer limited time, volume driven opportunities to help you save more money on featured products

Backed by the Premier alliance and over 2,000 contracts with pre-negotiated prices and incentives, we have everything you need to realize savings and efficiencies immediately!

Business and Industry Portfolio

We've strategically curated our Business and industry contract portfolio for legal, financial, and professional services firms; independent businesses; and franchise owners. We feature volume-based discounts for many of the products and services your business uses the most.

Product Categories

- › Facilities Management
- › Finance
- › Food
- › Freight
- › Hardware/Software
- › Human Resources & Talent Management
- › Marketing
- › Maintenance, Repair & Operations (MRO)
- › Office Supplies

To learn more about our business and industry portfolio, contact us at

Jami Shaffer jshaffer@healthcare-council.org or Debbie Johnson djohnson@healthcare-council.org

Business & Industry Program Contract Listing

Product Category	Contract Title	Supplier Name	Contract Number
ADMINISTRATIVE, FINANCIAL & PURCHASED SERVICES			
AP Audit Services	AP Audit Services	Plan2Account	PP-SV-230
	AP Audit Services	SpendMend	PP-SV-229
Courier & Logistic Services	Courier & Logistic Services	Airspace Technologies	PP-SV-274
	Courier & Logistic Services	Lakeshore Logistics	PP-SV-298
	Courier & Logistic Services	Neopost USA	PP-SV-290
	Courier & Logistic Services	Reliable Delivery	PP-SV-276
Education, Training & Certification	Digital Media & Resource Materials	Hilton Publishing	PP-MM-485
Finance	Credit Card Services	Merchant Advocate	PP-SV-293
	Credit Card Services	Paymentus	PP-SV-185
	Credit Card Services	Solupay Consulting	PP-SV-183
	Credit Card Services	Sun Communications	PP-SV-184
	Credit Card Services	USPAY Group	PP-SV-186
	Purchasing Cards & Electronic Payables	American Express	PP-SV-207
	Purchasing Cards & Electronic Payables	CPS Payment Services	PP-SV-206
	Purchasing Cards & Electronic Payables	PNC Bank National Association	PP-SV-208
	Purchasing Cards & Electronic Payables	Us Bancorp	PP-SV-209
	Purchasing Cards & Electronic Payables	Us Bancorp	PP-SV-209
Human Resources	Background Check Services	Castle Branch	PP-SV-302
	Background Check Services	PreCheck	PP-SV-300
	Background Check Services	Private Eyes Screening Group	PP-SV-303
	Executive Recruiting	MWIDM	PP-SV-253
	Executive Recruiting	Witt/Kieffer	PP-SV-255
	Vehicle Rental Services	Hertz	PP-SV-168
	Workforce Solutions (Managed Service Providers)	Randstad Sourceright	PP-SV-289
Inbound & Outbound Freight	Inbound & Outbound Freight	FedEx	PP-MM-727
Marketing & Mailing Services	Advertising & Marketing Services	American Solutions For Business	PP-SV-200
	Advertising & Marketing Services	BVK Direct	PP-SV-201
	Advertising & Marketing Services	Creative Graphics Management	PP-SV-202
	Advertising & Marketing Services	Modern Postcard	PP-SV-203
	Advertising & Marketing Services	Netserve	PP-SV-204
	Mailing Services	L5 Express	PP-SV-264
	Mailing Services	Neopost USA	PP-SV-265
Storage & Moving	Offsite Storage Services	Deliverex	PP-SV-245
	Offsite Storage Services	National Records Centers	PP-SV-246
	Offsite Storage Services	Reliance Information Consulting	PP-SV-247
Third-Party Freight Management	Third-Party Freight Management	Total Quality Logistics	ES-SV-309
Transcription & Translation Services	Translation & Interpretation Services	Globo Language Solutions	PP-SV-270
	Translation & Interpretation Services	Language Services Associates	PP-SV-271
	Translation & Interpretation Services	Propio Language Services	PP-SV-272
	Translation & Interpretation Services	Stratus Video	PP-SV-269
	Translation & Interpretation Services	United Language Group	PP-SV-273

Business & Industry Program Contract Listing

Product Category	Contract Title	Supplier Name	Contract Number
FACILITY MANAGEMENT & MAINTENANCE			
Appliances	Appliances & Related Products	MDM Commercial Enterprises	PP-FA-677
Conveying Systems	Elevator, Escalator & Other Products & Services	Kone	PP-FA-748
	Elevator, Escalator & Other Products & Services	Otis Elevator Company	PP-FA-749
	Elevator, Escalator & Other Products & Services	Thyssenkrupp Elevator Corporation	PP-FA-750
	Elevator, Escalator & Other Products & Services		
Energy Products & Services	Energy Services, Procurement, Efficiency & Renewable	Ecom-Energy	PP-FA-767
	Energy Services, Procurement, Efficiency & Renewable	Enel X	PP-FA-766
	Energy Services, Procurement, Efficiency & Renewable	QuotEnergy	PP-FA-772
	Energy Services, Procurement, Efficiency & Renewable	Tradition Energy	PP-FA-765
Facility Management & Maintenance	Air Filtration Products	AAF International	PP-FA-686
	Air Filtration Products	Camfil USA	PP-FA-687
	Air Filtration Products	Koch Filter Corporation	PP-FA-688
	Air Filtration Products	Tri-Dim Filter Corp.	PP-FA-689
	Can Liners	I.B.S. Solutions Corporation	PP-FA-814
	Can Liners	Novolex Holdings	PP-FA-815
	Ceiling Tiles, Panels & Systems	Armstrong World Industries	PP-FA-745
	Doors, Frames & Hardware	ASSA ABLOY Sales and Marketing Group	PP-FA-663
	Environmental & Facility Management Services	Aramark Uniform and Career Apparel	PP-SV-211
	Environmental & Facility Management Services	FacilitySource	PP-SV-212
	Equipment Recycling & eWaste Management Services	Cascade Asset Management	PP-SV-218
	Equipment Recycling & eWaste Management Services	Centurion Service Group	PP-SV-219
	Equipment Recycling & eWaste Management Services	Handle	PP-SV-220
	Equipment Recycling & eWaste Management Services	Information Systems Resources	PP-SV-221
	Equipment Recycling & eWaste Management Services	TekYard Medical	PP-SV-222
	Equipment Recycling & eWaste Management Services	Wistron Corporation	PP-SV-217
	Hard Copy Document Shredding & Media Destruction Services	Rapid Shred	PP-SV-225
	Hard Copy Document Shredding & Media Destruction Services	Shred America	PP-SV-310
	Interior & Exterior Signage	Berry and Homer	PP-FA-787
	Interior & Exterior Signage	Cooper Signage & Graphics	PP-FA-788
	Interior & Exterior Signage	Foxmark Corporation	PP-FA-785
	Interior & Exterior Signage	Inpro Corporation	PP-FA-789
	Interior & Exterior Signage	LOC8 Solutions	PP-FA-790
	Interior & Exterior Signage	System 2/90	PP-FA-786

Business & Industry Program Contract Listing

Product Category	Contract Title	Supplier Name	Contract Number
Facility Management & Maintenance (continued)	Interior & Exterior Signage	Touchsource	PP-FA-791
	Paint & Related Sundries	Benjamin Moore & Company	PP-FA-733
	Paint & Related Sundries	National Paint Alliance	PP-FA-734
	Paint & Related Sundries	PPG Industries	PP-FA-735
	Pest Elimination Services	Orkin	PP-SV-259
	Pest Elimination Services	Rentokil North America	PP-SV-261
	Pest Elimination Services	Terminix International Company	PP-SV-260
Flooring Products & Services	Floor Care Equipment	Tennant Sales and Service Company	PP-FA-797
	Flooring Products & Services	Shaw Industries	PP-FA-698
Groundskeeping/Landscaping	Landscaping & Grounds Maintenance Services	BrightView Landscapes	PP-SV-190
	Landscaping & Grounds Maintenance Services	FacilitySource	PP-SV-193
	Landscaping & Grounds Maintenance Services	Grounds Control USA	PP-SV-191
Housekeeping	Housekeeping Products	3M Company	PP-FA-634
	Housekeeping Products	Betco	PP-FA-635
	Housekeeping Products	Diversey	PP-FA-636
	Housekeeping Products	Spartan Chemical Co	PP-FA-639
	Housekeeping Products	Wexford Labs	PP-FA-640
HVAC	HVAC Equipment, Controls & Services	Armstrong Fluid Technology	PP-FA-773
	HVAC Equipment, Controls & Services	Lennox International	PP-FA-776
Janitorial/Sanitation	Non-healthcare Soaps, Lotions & Waterless Rinses	Betco	PP-FA-668
	Non-healthcare Soaps, Lotions & Waterless Rinses	Buckeye International	PP-FA-675
	Non-healthcare Soaps, Lotions & Waterless Rinses	Diversey	PP-FA-670
	Non-healthcare Soaps, Lotions & Waterless Rinses	Essity	PP-FA-671
	Non-healthcare Soaps, Lotions & Waterless Rinses	Georgia-Pacific	PP-FA-672
	Non-healthcare Soaps, Lotions & Waterless Rinses	GOJO Industries	PP-FA-673
	Non-healthcare Soaps, Lotions & Waterless Rinses	Kimberly-Clark	PP-FA-674
	Non-healthcare Soaps, Lotions & Waterless Rinses	SC Johnson Professional	PP-FA-669
	Paper & Janitorial Supply Distribution	Network Services Company	PP-FA-823
	Paper & Janitorial Supply Distribution	Office Depot	PP-FA-827
	Paper & Janitorial Supply Distribution	The Home Depot Pro	PP-FA-826
	Paper & Janitorial Supply Distribution	Veritiv Corporation	PP-FA-824
	Paper Towels, Tissues & Dispensers	Carlisle Foodservice Products	PP-FA-771
	Paper Towels, Tissues & Dispensers	Essity	PP-FA-768
	Paper Towels, Tissues & Dispensers	Georgia Pacific	PP-FA-769
	Paper Towels, Tissues & Dispensers	Kimberly-Clark	PP-FA-770
Linens, Textiles & Accessories	Microfiber Products, Mats & Accessories	Unifirst Corporation	PP-FA-840
Maintenance, Repair & Operations (MRO)	Electrical & Plumbing Building Materials	Crescent Electric Supply Company	PP-FA-592
	Electrical & Plumbing Building Materials	Graybar Electric Company	PP-FA-593
	Electrical & Plumbing Building Materials	Wesco International	PP-FA-595
Parking Management, Equipment & Services	Parking Management, Equipment & Services	Premier Parking	PP-FA-759
	Parking Management, Equipment & Services	SP Plus Corporation	PP-FA-760
	Parking Management, Equipment & Services	ZipBy USA	PP-FA-868
Rental Equipment	Rental Equipment & Specialty Solutions	Herc Rentals	PP-FA-751

Business & Industry Program Contract Listing

Product Category	Contract Title	Supplier Name	Contract Number
Roofing	Roofing Products, Systems & Services	Johns Manville	PP-FA-665
	Roofing Products, Systems & Services	The Garland Company	PP-FA-667
	Roofing Products, Systems & Services	Tremco Incorporated	PP-FA-666
Room Infection Prevention Products	Room Environment Infection Prevention Products	Diversey	PP-MM-673
	Room Environment Infection Prevention Products	Patho3gen Solutions	PP-FA-810
	Room Environment Infection Prevention Products	Surfacide	PP-MM-501
	Room Environment Infection Prevention Products	TMG Health Technologies	PP-FA-816
	Room Environment Infection Prevention Products	Tru-D Smart UVC	PP-MM-503
	Room Environment Infection Prevention Products	UltraViolet Devices	PP-MM-497
	Room Environment Infection Prevention Products	UV-Concepts	PP-FA-842
Security Products & Services	Fire & Life Safety Products	Cintas Corporation	PP-FA-740
	Fire & Life Safety Products	Life Safety Services	PP-FA-741
	Security Systems & Services	IDenticard Systems	PP-FA-743
	Security Systems & Services	Metrasens	PP-FA-829
Uniforms & Footwear	Uniforms	Standard Textile Co.	PP-FA-833
	Uniforms	Unifirst Corporation	PP-FA-834
Wall/Door Covering & Protection	Wall/Door Covering & Protection	Inpro Corporation	PP-FA-726
	Wall/Door Covering & Protection	Koroseal Interior Products	PP-FA-727
	Wall/Door Covering & Protection	Pawling Corporation	PP-FA-728
	Wall/Door Covering & Protection	Wallprotex	PP-FA-729
Water Treatment	Water Treatment Products, Systems & Services	Med Water Systems	PP-FA-803
FOOD, FOODSERVICE PRODUCTS & SUPPLIES			
Equipment, Supplies & Services	Ice Machines & Water Dispensing Products & Services	Waterlogic USA	PP-FA-813
Warewashing Chemicals & Products	Warewashing Chemicals & Related Products.	Ecolab USA	PP-DI-1611
HOSPITALITY SUPPLIES & EQUIPMENT			
Hospitality Supplies & Equipment	Hospitality Supplies, Equipment & Distribution	American Hotel Register Company	PP-FA-798
INFORMATION TECHNOLOGY			
Cyber Security & IT Custom Services	Custom Solutions	ClearEdge Partners	PP-IT-229
	Custom Solutions	Mobility Exchange	PP-IT-230
	Cyber Security	DynTek Services	PP-IT-232
	Cyber Security	Renovo Solutions	PP-IT-234
	Cyber Security	Sensato	PP-IT-235
	Cyber Security	The Collective Group	PP-IT-233
	IT Consulting	Computex	PP-IT-249
	IT Consulting	Entisys Solutions	PP-IT-248
	IT Consulting	Intelligent Product Solutions	PP-IT-250
	IT Consulting	MNJ Technologies Direct	PP-IT-251
	IT Consulting	RGP Healthcare	PP-IT-252
	Enterprise Content Management	American Solutions For Business	PP-IT-218
Document Management Solutions	Enterprise Content Management	International Business Solutions Alliance	PP-IT-217
	Enterprise Content Management	Taylor Healthcare	PP-IT-219

Business & Industry Program Contract Listing

Product Category	Contract Title	Supplier Name	Contract Number
Hardware/Software, Maintenance & Services	Hardware/Software Resellers, Services & Refurbished Equipment	2ndGear	PP-IT-239
	Hardware/Software Resellers, Services & Refurbished Equipment	PC Connection	PP-IT-238
	Hardware/Software Resellers, Services & Refurbished Equipment	RED8	PP-IT-240
	Hardware/Software Resellers, Services & Refurbished Equipment	Zones	PP-IT-237
	Third-Party Maintenance, Secondary Hardware & Services	Curvature	PP-IT-194
	Third-Party Maintenance, Secondary Hardware & Services	Cxtec	PP-IT-195
	Third-Party Maintenance, Secondary Hardware & Services	Maintech	PP-IT-196
	Third-Party Maintenance, Secondary Hardware & Services	Xs International	PP-IT-192
	Third-Party Maintenance, Secondary Hardware & Services	Xs International	PP-IT-192
Managed Print Devices & Services	Managed Print Services, Devices & Accessories	Canon USA	PP-IT-224
	Managed Print Services, Devices & Accessories	Guy Brown	PP-IT-228
	Managed Print Services, Devices & Accessories	Konica Minolta	PP-IT-222
	Managed Print Services, Devices & Accessories	Pharos Systems International	PP-IT-225
	Managed Print Services, Devices & Accessories	Ricoh Company	PP-IT-221
	Managed Print Services, Devices & Accessories	Sharp Electronics Corporation	PP-IT-227
	Managed Print Services, Devices & Accessories	Staples	PP-IT-226
	Managed Print Services, Devices & Accessories	Xerox Corporation	PP-IT-223
RFID Asset Tracking & Management Solutions	Asset Tracking & Management Solutions	AeroScout	PP-IT-199
	Asset Tracking & Management Solutions	Centrak	PP-IT-200
	Asset Tracking & Management Solutions	LogiTag Systems	PP-IT-201
	Asset Tracking & Management Solutions	Midmark Sales Corporation	PP-IT-202
Wireless & Data Services	Mobile Wireless Carriers	Sprint Solutions	PP-IT-186
MEDICAL SURGICAL PRODUCTS & SUPPLIES			
Alternative Therapies	Complementary & Alternative Therapies	Pro Essentials	PP-NS-1261
	Complementary & Alternative Therapies	ScripHessco	PP-NS-1260
External Defibrillators & Related Products	External Defibrillators & Related Products	Philips Healthcare	PP-CA-388
	External Defibrillators & Related Products	Zoll Medical Corporation	PP-CA-389
OFFICE SUPPLIES & FURNITURE			
Furniture	Furniture & Systems, Caseloads, Seating & Accessories	Allseating Corporation	PP-FA-843
	Furniture & Systems, Caseloads, Seating & Accessories	Allsteel	PP-FA-844
	Furniture & Systems, Caseloads, Seating & Accessories	Amcase	PP-FA-845
	Furniture & Systems, Caseloads, Seating & Accessories	Exemplis	PP-FA-846



Business & Industry Program Contract Listing

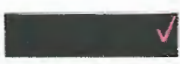
Product Category	Contract Title	Supplier Name	Contract Number
Furniture (continued)	Furniture & Systems, Caseworks, Seating & Accessories	Global Industries	PP-FA-847
	Furniture & Systems, Caseworks, Seating & Accessories	Haworth	PP-FA-848
	Furniture & Systems, Caseworks, Seating & Accessories	Jasper Seating Company	PP-FA-852
	Furniture & Systems, Caseworks, Seating & Accessories	Kimball International	PP-FA-853
	Furniture & Systems, Caseworks, Seating & Accessories	Knoll	PP-FA-854
	Furniture & Systems, Caseworks, Seating & Accessories	Krueger International (KI)	PP-FA-851
	Furniture & Systems, Caseworks, Seating & Accessories	Krug	PP-FA-855
	Furniture & Systems, Caseworks, Seating & Accessories	Kwalu	PP-FA-856
	Furniture & Systems, Caseworks, Seating & Accessories	La-Z-Boy Contract Furniture	PP-FA-857
	Furniture & Systems, Caseworks, Seating & Accessories	National Business Furniture	PP-FA-858
	Furniture & Systems, Caseworks, Seating & Accessories	National Office Furniture	PP-FA-859
	Furniture & Systems, Caseworks, Seating & Accessories	OFS Brands Holdings	PP-FA-860
	Furniture & Systems, Caseworks, Seating & Accessories	Steelcase	PP-FA-862
	Furniture & Systems, Caseworks, Seating & Accessories	Teknion	PP-FA-864
	Modular Casework, Storage Systems & Mobile Carts	Custom Comfort Medtek	PP-FA-678
	Modular Casework, Storage Systems & Mobile Carts	Groupe Lacasse	PP-FA-679
	Modular Casework, Storage Systems & Mobile Carts	InterMetro Industries	PP-FA-681
	Modular Casework, Storage Systems & Mobile Carts	Kewaunee Scientific Corp.	PP-FA-809
	Modular Casework, Storage Systems & Mobile Carts	MASS Medical Storage	PP-FA-682
	Modular Casework, Storage Systems & Mobile Carts	QC Storage	PP-FA-683
	Modular Casework, Storage Systems & Mobile Carts	Solaire Medical	PP-FA-684
	Wall Art & Mirrors	Great American Art	PP-FA-737
	Wall Art & Mirrors	Phoenix Textile Corporation	PP-FA-738
	Wall Art & Mirrors	RAO Contract Sales	PP-FA-739
	Wall Art & Mirrors	The Ambiance Group	PP-FA-736
Office Supplies	Office Supplies & Business Services	Essendant	PP-SV-282
	Office Supplies & Business Services	Guy Brown	PP-SV-283
	Office Supplies & Business Services	Office Depot	PP-SV-284

Business & Industry Program Contract Listing

Product Category	Contract Title	Supplier Name	Contract Number
Office Supplies	Office Supplies & Business Services	Staples	PP-SV-285
	Office Supplies & Business Services	Tech Assurance	PP-SV-286
Postage Meters & Mailing Supplies	Postage Meters & Mailing Systems	Piedmont Digital Solutions	PP-AC-131
	Postage Meters & Mailing Systems	Pitney Bowes	PP-AC-130
Service Awards & Promotional Products	Service Awards & Promotional Products	American Solutions For Business	PP-MM-738
	Service Awards & Promotional Products	Positive Promotions	PP-MM-739
	Service Awards & Promotional Products	Staples	PP-MM-740
	Service Awards & Promotional Products	Taylor Healthcare	PP-MM-764
TV	Television Hardware & Interactive Software Systems	T B & A Hospital Television	PP-FA-793

Facility Name Premier Entity Code: _____

Premier member organizations can offer their employees exclusive access to discounts from Premier contracted suppliers. For additional information on these employee discounts, please contact your facility personnel responsible for implementing employee discounts.

Category	Suppliers	Overview	How to access the discount
Appliances and Related Products Expires 05.31.21		Employees may purchase appliances and related products at the pricing indicated in Exhibit A-3.	Call 800.359.6741 extension 107 to set up an account.
Complementary and Alternative Therapies Expires 05.31.22	 	12% off all available products. 10% off massage lubricants and tools, aromatherapy essential oils and candles, topical analgesics, hot and cold therapy products, orthopedic supports and pillows, mobility aids and clinic supplies.	Visit www.proessentials.com to place an order. Enter code <u>PREMIER-INC</u> at the checkout screen. Visit www.scriphessco.com or call 800.747.3488 (M-F 7 a.m.-7 p.m.) to place an order. Enter or give customer service representative code <u>PREMIER10</u> during the checkout process.
Flooring Products and Services Expires 12.30.21	  	15% off retail pricing of flooring products and services. 28% off retail pricing of flooring products and services. 10% off Premier-contracted pricing for pre-paid flooring products and services.	Orders should be placed with Cory Graby at cory.graby@ecoreintl.com . Call customer service at 800.842.7839 to place orders. Orders must be placed with customer service at 800.522.9166 or orders@shannonspecialtyfloors.com ; Individuals must identify themselves as Premier when ordering.
Mobile Wireless Carriers Expires 07.31.21	 	25% off voice and data plans for eligible healthcare classes of trade. Excludes unlimited data plans. Up to a 22% discount on voice and text plans for eligible healthcare and non-healthcare classes of trade (19% discount without e-billing enrollment). 25% discount on accessories. Excludes unlimited data plans.	Employees sign up for the discount online at www.att.com/wireless/premiergpo . Enter your facility's eight-digit FAN code to access the online portal. If you are provided a seven-digit code, put a "0" at the beginning. FAN Code: _____ Visit local Verizon Wireless Communications store or www.verizonwireless.com/discount and validate proof of employment by email address or by paystub. To validate by email address: Choose existing Verizon customer and enter your mobile phone number or Verizon user ID. Click validate by email address and enter your work email address. To validate by pay stub: Choose existing Verizon customer and enter your mobile phone number or Verizon user ID. Click validate by paystub. Complete customer and employer information on Employment Validation Form. Click choose file and select paystub. The paystub must be issued within the last 60 days. Enrollment in e-billing is required to receive a full discount.

Category	Suppliers	Overview	How to access the discount
Office Supplies and Business Services Expires 07.31.23		10% off regularly-priced items (excluding technology, ink and toner, business equipment, custom printing, copy and print services, U.S. postage, gift cards, warranties and clearance items); sale items subject to 10% discount or sale price, whichever is cheaper.	Present this discount card at checkout in your local Office Depot Office Max store.
		By registering an authorized credit card with Staples, members and its employees will receive Tier 1 contract pricing at the Staples retail outlets.	Visit the Premier Retail Employee Purchase Program page to create an online profile and register your personal credit card for in-store purchases or register for online ordering .
Paint and Related Sundries Expires 02.28.22		\$5.00 off Aura®, Aura Bath & Spa, ben®, Regal® Select, Scuff-X® and Waterborne Ceiling paint per gallon (up to 5 gallons).	Present this coupon to redeem. Limit one per customer.
		25% off on paint purchases.	Present this flyer at a National Paint Alliance member location at the time of order.
		25% discount off includes PPG UltraLast™, Manor Hall®, Pure Performance®, Hi-Hide® Advantage™ 900, Seal Grip®, Permanizer®, AcriShield® Max, Sun Proof®, Deft®, Flood® and ProLuxe®. (exclusions apply).	Present this coupon before the sale is rung at the register.
Parking Management, Equipment and Services Expires 08.31.22		30% discount on all parking sessions at all of Premier Parking's lots and select garages when using the Premier Parking app.	First-time users: Text keyword PPAPPLE or keyword PPANDROID to 24587 to download the free Premier Parking app. Enter promo code PREMIERINC in your app account settings. Begin your parking session; code will automatically apply to future transactions Contact Craig Marian at 305.807.4121 or craig.marian@performancehealth.com .
Physical Therapy Products and Exercise Equipment Expires 02.28.23		Discounted physical therapy products and exercise equipment. Discounts vary by product.	
Vehicle Rental Services Expires 10.31.23		Up to 10% off leisure and professional travel rates and free enrollment in Hertz Gold Plus Rewards.	Visit www.hertz.com . When ready to book: Check the "Enter a Discount or Promo Code" box. Enter your facility's CDP-ID number in the 'Discount/CDP/Club Code' box to receive discounted rates. CDP-ID: _____

To learn more, contact us at:

Jami Shaffer jshaffer@healthcare-council.org or Debbie Johnson djohnson@healthcare-council.org



Premier Business & Industry Membership Application

Part I - Account Information *(*Indicates Required Field)*

*Facility Name ("Participating Member"): _____

*Primary Street Address: _____

*City: _____ *St: _____ *Zip: _____

*Phone: _____ Website: _____

Sponsor Name (Sponsoring Premier Owner/Purchasing Group): ShareSource 659542

Direct Parent (parent company, if different from Sponsor): _____

Relationship to Direct Parent** (Check one - If No Direct Parent, Indicate Participating Member Relation to Sponsor):

☐ Owned ☐ Leased ☐ Managed ☐ Affiliated (Not Owned, Leased or Managed)

** See Bottom of Page 4 for definitions of the types of relationships.

*Primary Service: (Check one)			
Education	Employee Feeding	Recreation	
☐ Colleges & Universities	☐ Employee Feeding	☐ Auditorium/Museum	☐ Golf Course/Country Club
☐ Early Childhood Education	Hospitality	☐ Camp	☐ Stadium/Arena
☐ K-12 Private School	☐ Casino	☐ Convention Center	☐ Zoo
☐ K-12 Public School	☐ Hotel/Motel	☐ Park/Recreation/Fairgrounds	
Other Alternate Markets			
☐ Commercial	☐ Catering	☐ Community Agency	☐ Restaurant** ☐ Religious Institute

** Restaurants must spend at least \$15M annually and be centrally owned/controlled in order to access the Premier Foodservice Program.

Part II - Contact Information *(*Indicates Required Field)*

*First and Last Name: _____

*Title: _____ *Email Address: _____

*Phone: _____

General Terms and Conditions:

Participating Member agrees to the following:

- A. Participating Member hereby designates Premier Healthcare Alliance, L.P. ("Premier") to act as Participating Member's group purchasing agent for the products and services (collectively, "Products") purchased by Participating Member through the group purchasing program ("Program"). Participating Member hereby acknowledges and agrees that Premier will act as Participating Member's primary group purchasing organization for the Products in program lines it elects to access through the Program.
- B. Participating Member is hereby notified that vendors pay to Premier an administrative fee of three percent (3%) or less of the purchase price of the Products such vendors provide, which may be apportioned between Premier and its affiliates pursuant to separate agreement. In the event there are any exceptions to the foregoing statement, they will be noted in a report located in Premier's online member portal. On an annual basis, Premier shall provide Participating Member written notice of the amount of administrative fees which Premier received from vendors with respect to purchases made by or on behalf of the Participating Member.

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- C. Participating Member will list on Schedule 1 attached to this agreement the facilities that it intends to serve as child sites subject to the terms of this agreement. Participating Member may update the child site list upon written notice to Premier consistent with the terms of this agreement. Participating Member represents that it has authority over all purchases, including liability for payment of invoices, for each child site listed and that it has the authority to sign and bind each child site to the terms of this agreement.
- D. Participating Member represents and warrants that it complies with all applicable federal, state and local laws and regulations and that it has not (a) been listed by any federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in federal and/or state programs or (b) been convicted of any crime relating to any federal and/or state program.
- E. Participating Member agrees that in addition to the terms and conditions contained in this Agreement, it shall also comply with all Premier policies established and in effect from time to time. Participating Member agrees that in the event of a conflict between any of the terms of this Agreement and any such policy, the terms of the policy shall control.
- F. Participating Member will use all Products it purchases through the Program solely for its own operations and will not re-sell any such Products outside of the Participating Member's business operation as indicated on this agreement or use any such Products to provide services for a facility that is not listed as a child site on Schedule
- G. This agreement represents the entire agreement between Premier and Participating Member regarding the Program and supersedes any prior oral or written agreement concerning such subject matter.
- H. Participating Member agrees to protect the confidentiality of the Program's group contract prices and terms, and in no event to leverage the Program's prices to obtain a better price. Participating Member (and its agents, employees and representatives) shall keep confidential the proprietary and confidential information of Premier and its affiliates and shall not disclose such information to any third parties other than Participating Member's employees with a need to know (who have been made aware of this provision by Participating Member and agree in writing to comply with it). Such confidential information includes without limitation Premier's and its affiliate's plans, reports, proposals, agreements, organizational documents, clinical studies, software, pricing information, contract catalogs (printed and electronic) and contract terms and pricing of participating vendors. Participating Member's obligation to maintain the confidentiality of such information shall remain in effect continuously throughout the period of its membership in Premier and for a period of five (5) years thereafter.
- I. Subject to the confidentiality provisions contained herein and any third-party confidentiality obligations to which Participating Member is subject, Participating Member agrees to permit reasonable access to all data directly related to the purchasing of Products by Participating Member, whether such purchases by Participating Member are made under Premier contracts or other vendor contracts ("Participating Member Data"). Member grants to Premier and its affiliates a nonexclusive, royalty free, perpetual, irrevocable, worldwide, and sub-licensable right and license to aggregate, compile, decompile, manipulate, reproduce, modify, supplement, adapt, translate, create derivative works from, distribute, publish, disclose and otherwise use Participating Member Data: (i) to provide the Program and other products and services provided, or that may in the future be provided, by Premier or any of its affiliates; (ii) to perform Premier's obligations or to exercise its rights under this agreement; (iii) as part of products or services provided by Premier or any of its affiliates for Participating Member, including quality improvement initiatives, supply chain consulting services and data analytic services; and (iv) for any commercial purpose on a blinded and aggregated basis.
- J. Premier shall have the right to assign this agreement and its rights and obligations hereunder to any of its affiliates.
- K. In the event any Participating Member client is operated by a state, federal or municipal agency and therefore subject to applicable open records laws which may require Participating Member to release confidential or proprietary information of Premier and its affiliates, Participating Member shall promptly notify Premier of any request under such laws for the release of such information. Further, Participating Member shall cooperate in good faith with Premier and use its best efforts to assist Premier in preventing the release of such information to the extent consistent with applicable law.

- L. Participating Member represents and warrants that its execution and performance of this agreement does not conflict with or violate any other agreement or obligation to which Participating Member is subject or by which it is bound.
- M. Participating Member acknowledges and agrees that Premier, its affiliates and their respective directors, officers, employees and agents will not be liable for the acts or omissions of Premier's contracted suppliers, or for any representations or warranties made by such suppliers.
- N. If Participating Member sells products and/or services to other businesses then the following additional terms apply: If at any time Participating Member enters into a group purchasing agreement with Premier or any of its affiliates (collectively "Premier Group") pursuant to which Participating Member agrees to pay any member of the Premier Group an administrative fee in connection with the purchase of Participating Member's products or services by members of a group purchasing organization operated by any member of the Premier Group, then, thirty (30) days after the date of award of such agreement, (i) this agreement shall automatically terminate and (ii) Participating Member's membership in the Program shall terminate. Participating Member represents and warrants that Participating Member and its affiliates, and their respective employees, agents and representatives (the "Member Group"), shall not reference Premier or Premier's group purchasing program in any written or verbal communication, including without limitation a reference to the existence of a contractual or other relationship between Participating Member and Premier, without obtaining Premier's prior written consent. In addition, Participating Member acknowledges and agrees that neither Premier nor its partners, including without limitation your sponsor, will provide the Member Group with access to any Premier tools, including without limitation Supply Chain Advisor and Premier's membership roster. Participating Member further agrees that the Member Group will not use any confidential information of Premier, including any Premier pricing or membership information, for any business purpose of the Member Group, including without limitation, sales targeting. Any Premier confidential information obtained by the Member Group will be used solely to purchase Products under Premier group purchasing agreements.
- O. Participating Member authorizes Premier and the Sponsor named on the first page of this agreement, if applicable ("Sponsor"), to individually activate group purchasing contracts on its behalf.
- P. Premier shall have the right in its sole and absolute discretion to immediately terminate or deny the membership of Participating Member or any facility or organization (i) in the event Participating Member or such facility or organization acts in a manner that is inconsistent with the Program's spirit of intent or violates the participation requirements of the Program; or (ii) whose involvement with Premier has the potential to damage the reputation of Premier and/or any of its affiliated companies.
- Q. If member wishes to participate in the Premier foodservice program, the terms and conditions of Exhibit A shall apply.

Please provide your estimated annual purchases for each of the following program lines that you intend to access within the Premier portfolio: (If Not Applicable, please indicate "N/A")

IT/Telecom:	\$	Med/Surg:	\$
Housekeeping:	\$	Capital:	\$
Facilities:	\$	Pharmacy*:	\$
Lab:	\$	Other:	\$

*Completion of a Premier Pharmacy Participation Form is required in order to participate in Premier's Pharmacy Program.

Signature of Participating Member

Printed Name of Participating Member

Title

Date

Signature of Sponsor

Jami Shaffer

Printed Name of Sponsor

Member Services Manager

Title

Date

Please return the completed agreement to PremierREACH@premierinc.com.

****Definitions for the types of Direct Parent Relationships (from Page 1):**

OWNED: A facility is considered to be owned if the Sponsor or Parent directly or indirectly holds (1) a majority of the equity or corporate Membership interests in the facility or the power to appoint a majority of such facility's governing board or (2) a significant interest (which may be less than a majority of the total equity) sufficient to enable operational control and such facility is willing to designate Premier Healthcare Alliance, L.P. as its primary group purchasing organization.

LEASED: A facility is considered to be leased if it is leased and operated by its Sponsor or Parent.

MANAGED: A facility is considered to be managed if the Sponsor or Parent manages such facility in whole or in part (including at a minimum, the supplies purchasing function).

AFFILIATED: A facility is considered to be affiliated if the Sponsor or Parent formally sponsors the facility for participation in Premier's group purchasing organization, but does not own, lease or manage it.

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Exhibit A

Foodservice Program Participants Terms and Conditions:

If participating in the Foodservice Program, the following program terms and conditions apply:

<u>Please include your:</u>	Estimated Annual Foodservice Purchases: \$ _____	
Avg Drop Size: \$ _____	Scheduled Deliveries per Week: _____	Avg Days Sales Outstanding: _____

- A. Participating Member agrees to utilize the Program's authorized foodservice distributor (the "Authorized Distributor") as its prime vendor for foodservice distribution. Participating Member authorizes Premier to disclose this agreement to the Authorized Distributor as part of the Program.

- B. Participating Member agrees to comply with the participation requirements of the Premier foodservice distribution program and manufacturer programs.

- C. Participating Member agrees, upon termination of its participation in the Program, to promptly purchase or cause a third party to promptly purchase any remaining inventory of specially ordered and/or proprietary products stocked exclusively for the Participating Member.

- D. Participating Member will receive any applicable manufacturer rebates that are earned from purchases through vendors participating in the Program via Electronic Funds Transfer (EFT). Rebates earned will be deposited directly to your secure financial institution. *Please complete the Premier Rebate ACH Direct Deposit Enrollment Form (Page 6 of this document).* Participating Member is advised that Premier and its Affiliates do not retain any portion of the manufacturer rebates (excluding the administrative fee) generated by Participating Member purchases through the Program.

- E. Participating Member hereby acknowledges that the discounts available under Program contracts are exclusive of any additional incentives or rebates that may be offered by contracted suppliers under separate programs. Participating Member hereby agrees not to attempt to access such other incentives or rebates to the extent the applicable products or supplies purchased by Participating Member are purchased under Program contracts.

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Schedule 1 – Child Site List

Please use the attached form to list all child sites that will be receiving products and services purchased by the Participating Member through the Program. Participating Member represents and warrants that it has authority over all purchases, including liability for payment of invoices, for each child site listed and that it has the authority to sign and bind each child site to the terms of this agreement. Any child site that controls its own purchasing must complete its own agreement.



Schedule 1 - Child
Site List

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Premier Rebates ACH Direct Deposit Enrollment Form

Please complete this form in order to receive Premier Foodservice, Pharmacy and Medical/Surgical rebates through Direct Deposit. Premier offers Direct Deposit so that you may receive your rebates faster, while reducing the potential for fraud.

Date: _____

Facility/Member Information:

Facility Name: _____ Entity Code (if Known): _____

Address: _____

City: _____ St: _____ Zip: _____

Authorized by:

Name: _____ Title: _____

Phone: _____ Email Address: _____

Account Information:

Bank Name: _____

Account Name: _____

ABA Routing Number (for ACH deposits): _____

Account Number: _____

Email Notifications:

Below, please list any email addresses that should receive an email notification when a rebate deposit is made to your account. Multiple email addresses can be provided for each type of rebate.

	Email Addresses:
Foodservice Rebates: ☐ Check if not applicable	
Pharmacy Rebates: ☐ Check if not applicable	
Med/Surg Rebates: ☐ Check if not applicable	
Convenience Store Rebates: ☐ Check if not applicable	

This form may be returned with a Premier REACH agreement via email to PremierREACH@premierinc.com. You may also fax the Premier Rebate ACH Direct Deposit Enrollment Form separately, directly to Premier Rebates, by email to PremierRebates@PremierInc.com or by fax to 704-816-3510. If you have any questions please email PremierRebates@PremierInc.com.

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Sign up for Federal Express Discounts

The website is enrollandsave.visionary.com/4480

Please use this passcode **M8Y81V**.

You will also need to enter your Premier entity codes, which is listed on your membership certificate.

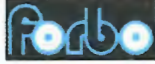
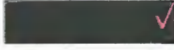
***Follow the on-screen instructions to complete the registration.*

Service:	Your Savings:
FedEx® Envelope Shipped via FedEx Priority Overnight®	Up to 68%
2-lb. FedEx® Pak shipped via FedEx Standard Overnight®	Up to 68%
32-lb. package shipped via FedEx Ground®	Up to 54%
15-lb. package shipped via FedEx Home Delivery®	Up to 34%



Facility Name Premier Entity Code: _____

Premier member organizations can offer their employees exclusive access to discounts from Premier contracted suppliers. For additional information on these employee discounts, please contact your facility personnel responsible for implementing employee discounts.

Category	Suppliers	Overview	How to access the discount
Appliances and Related Products Expires 05.31.21		Employees may purchase appliances and related products at the pricing indicated in Exhibit A-3	Call 800.359.6741 extension 107 to set up an account.
Complementary and Alternative Therapies Expires 05.31.22	 	12% off all available products. 10% off massage lubricants and tools, aromatherapy essential oils and candles, topical analgesics, hot and cold therapy products, orthopedic supports and pillows, mobility aids and clinic supplies	Visit www.proessentials.com to place an order. Enter code PREMIER-INC at the checkout screen. Visit www.scriphessco.com or call 800.747.3488 (M-F 7 a.m - 7 p.m.) to place an order. Enter or give customer service representative code PREMIER10 during the checkout process
Flooring Products and Services Expires 12.30.21	  	15% off retail pricing of flooring products and services. 28% off retail pricing of flooring products and services 10% off Premier-contracted pricing for pre-paid flooring products and services.	Orders should be placed with Cory Graby at cory.graby@ecoreintl.com . Call customer service at 800.842.7839 to place orders. Orders must be placed with customer service at 800.522.9166 or orders@shannonspecialtyfloors.com . Individuals must identify themselves as Premier when ordering.
Mobile Wireless Carriers Expires 07.31.21	 	25% off voice and data plans for eligible healthcare classes of trade. Excludes unlimited data plans. Up to a 22% discount on voice and text plans for eligible healthcare and non-healthcare classes of trade (19% discount without e-billing enrollment). 25% discount on accessories. Excludes unlimited data plans.	Employees sign up for the discount online at www.att.com/wireless/premiergpo . Enter your facility's eight-digit FAN code to access the online portal. If you are provided a seven-digit code, put a "0" at the beginning. FAN Code: _____ Visit local Verizon Wireless Communications store or www.verizonwireless.com/discount and validate proof of employment by email address or by paystub. To validate by email address: Choose existing Verizon customer and enter your mobile phone number or Verizon user ID. Click validate by email address and enter your work email address. To validate by pay stub: Choose existing Verizon customer and enter your mobile phone number or Verizon user ID. Click validate by paystub. Complete customer and employer information on Employment Validation Form. Click choose file and select paystub. The paystub must be issued within the last 60 days. Enrollment in e-billing is required to receive a full discount.

Category	Suppliers	Overview	How to access the discount
Office Supplies and Business Services Expires 07.31.23		10% off regularly-priced items (excluding technology, ink and toner, business equipment, custom printing, copy and print services, U.S. postage, gift cards, warranties and clearance items); sale items subject to 10% discount or sale price, whichever is cheaper.	Present this discount card at checkout in your local Office Depot Office Max store.
		By registering an authorized credit card with Staples, members and its employees will receive Tier 1 contract pricing at the Staples retail outlets.	Visit the Premier Retail Employee Purchase Program page to create an online profile and register your personal credit card for in-store purchases or register for online ordering .
Paint and Related Sundries Expires 02.28.22		\$5.00 off Aura®, Aura Bath & Spa, ben®, Regal® Select, Scuff-X® and Waterborne Ceiling paint per gallon (up to 5 gallons).	Present this coupon to redeem. Limit one per customer.
		25% off on paint purchases.	Present this flyer at a National Paint Alliance member location at the time of order.
		25% discount off includes PPG UltraLast™, Manor Hall®, Pure Performance®, Hi-Hide®, Advantage™ 900, Seal Grip®, Permanizer®, AcriShield® Max, Sun Proof®, Deft®, Flood® and ProLuxe®. (exclusions apply).	Present this coupon before the sale is rung at the register.
Parking Management, Equipment and Services Expires 08.31.22		30% discount on all parking sessions at all of Premier Parking's lots and select garages when using the Premier Parking app.	First-time users: Text keyword PPAPPLE or keyword PPANDROID to 24587 to download the free Premier Parking app. Enter promo code PREMIERINC in your app account settings. Begin your parking session; code will automatically apply to future transactions Contact Craig Marian at 305.807.4121 or craig.marian@performancehealth.com .
Physical Therapy Products and Exercise Equipment Expires 02.28.23		Discounted physical therapy products and exercise equipment. Discounts vary by product.	
Vehicle Rental Services Expires 10.31.23		Up to 10% off leisure and professional travel rates and free enrollment in Hertz Gold Plus Rewards.	Visit www.hertz.com . When ready to book: Check the "Enter a Discount or Promo Code" box. Enter your facility's CDP-ID number in the "Discount/CDP/Club Code" box to receive discounted rates. CDP-ID: _____

To learn more, contact us at:

Jami Shaffer jshaffer@healthcare-council.org or Debbie Johnson djohnson@healthcare-council.org



ShareSource

START SAVING MONEY NOW!

Our comprehensive product portfolio includes market-leading, well-known vendors as well as companies identified as green, historically-underutilized and/or women or minority-owned, to fit your purchasing initiatives. Becoming part of a \$67 billion-plus spend brings you outstanding buying power and savings. At no cost or future financial investment and without obligation, you can take advantage of affiliation with three great organizations: ShareSource, Premier & Yankee Alliance.

We have partnered with Premier and Yankee to share this outstanding portfolio with you. We believe Premier is uniquely positioned at the nexus of cost and quality and will help accelerate your performance in supply chain and clinical cost improvement.

Benefits of membership in ShareSource include:

- Access to Premier, Inc.'s comprehensive contract portfolio at no cost.
- Participation in Yankee Alliance's 200-plus additional contracts outside of the Premier portfolio.
- Enhanced Pricing tiers through aggregation on Yankee tiers of Premier contracts.
- Local and regional services through ShareSource's own contracts
- Contract, vendor, distributor and GPO conversion assistance.
- Supply chain automation and comprehensive spend analytic tools via Premier.
- Benchmarking to improve supply chain ratios.
- Group Buys and Reverse Auction offerings.
- Electronic sourcing and online contract activation.
- GPO name recognition in the vendor community
- Local, regional on-site support networking and educational opportunities.



ShareSource



ShareSource

IMPACT YOUR BOTTOM LINE!

ShareSource, a division of The Healthcare Council, brings you the buying power of the largest group purchasing organization in the country, Premier, Inc., and one of the largest national purchasing collaboratives, Yankee Alliance.

ShareSource is a regional GPO, a wholly-owned subsidiary of The Healthcare Council (a non-profit association of providers in Maryland, Virginia and the District of Columbia). It has documented hundreds of millions in savings and cost containment since 1972. ShareSource joined the Premier Healthcare Alliance as a group affiliate in 2008.

Together with your free membership in ShareSource you get the best of the best: the strongest local, regional and national contracts with significant savings on purchases. Along with nearly 200,000 other medical, educational, business and hospitality entities, you'll enjoy access to excellent pricing on 2,800 different contracts of everything from office and school supplies, to medical and surgical equipment, food, furniture— the full spectrum of purchasing for all your departments. With more than \$67 billion in combined annual purchase volume, Premier members receive significant savings from top-name vendors in every category.

Whether you represent a hospital, nursing home, urgent care, surgery center, physician office, public or private k-12 school or university, a hotel, a business or any type of social service organization, church, and whether your entity is for-profit or not-for-profit, you will experience immediate savings with lower net invoice pricing.

HOW DOES MEMBERSHIP WORK!

There is no membership fee, no dues, no entry fee, and you make no commitment. On-going membership is voluntary. You will fill out a simple membership application, and approval and set-up will happen within a few days. A Premier Entity Identification Code (EIC) will identify you to vendors as being eligible for Premier pricing. A representative of ShareSource and/or Premier will orient you, discuss contracts you wish to access, assist you with on-line activation, and provide access and training for Supply Chain Advisor (SCA), Premier's electronic, online contract catalog.



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City of College Place, Washington
RESOLUTION NO. 21-033

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE MEMBERSHIP APPLICATION WITH PREMIER/SHARESOURCE.

Whereas, the City of College Place is a non-charter code city governed by the rules and regulations of RCW 35A; and

Whereas, the City of College Place can participate in cooperative purchasing as authorized in RCW 39.26.060; and

Now therefore, it is hereby resolved by the City Council of the City of College Place, Washington, as follows:

- 1.** The City Council of College Place, Washington authorizes the City Administrator to sign the Membership Agreement with Premier/Sharesource.

Clerical Corrections. The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

Effective Date. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 8th day of June, 2021.

Attest:

Norma L. Hernández, Mayor

Lisa R. Neissl, CMC
City Clerk

CITY OF COLLEGE PLACE, WASHINGTON

ORDINANCE NO. 21-009

AN ORDINANCE of the City of College Place, Washington, relating to the sewer system of the City; authorizing the issuance of a sewer revenue bond anticipation note (non-revolving line of credit) in the maximum principal amount of \$2,838,000, pending the issuance of a sewer revenue bond; fixing the terms and covenants of the note; providing for delivery thereof to Washington Federal Bank National Association dba WaFd Bank; and providing for other matters properly relating thereto.

PASSED: June 8, 2021

*Prepared by:
Foster Garvey P.C.
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-4400*

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** The cover page, table of contents and section headings of this Ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this Ordinance.*

CITY OF COLLEGE PLACE, WASHINGTON

ORDINANCE NO. 21-009

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THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON, DO ORDAIN as follows:

Section 1. Definitions

The words and phrases set forth in this Ordinance with initial capitalization shall have the respective meanings ascribed to such words and phrases in this section unless the context clearly requires otherwise.

(a) “Acquisition” or “Acquire” means the purchase, securing, lease, receipt by gift or grant, condemnation, transfer or other acquirement, or any combination thereof.

(b) “Bank” means Washington Federal Bank National Association dba WaFd Bank.

(c) “Bank Offer” means the Bank’s offer to extend a non-revolving line of credit, in the form of a sewer revenue bond anticipation note, to the City, and to accept the Note under the terms and conditions provided in the Bank Offer as further set forth in this Ordinance.

(d) “Bond” means the sewer revenue bond authorized to be issued by Section 4 of this Ordinance in the maximum principal amount of \$2,838,000.

(e) “City” means the City of College Place, Washington.

(f) “Clerk” means the *de facto* or *de jure* Clerk of the City, or other officer of the City who is the custodian of the seal of the City and of the records of the proceedings of the Council, and her/his successors in functions, if any.

(g) “Code” means the Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(h) “Construction Account” means the account in the Revenue Fund designated by the City for the purpose of paying Costs of the Project, including the payment of the principal of and interest on the Note.

(i) “Costs of Maintenance and Operation” means all reasonable expenses incurred by the City in accordance with generally accepted accounting principles as applicable to the City in causing the System to be operated and maintained in good repair, working order and

condition, but shall not include any payments for debt service or into any reserve accounts for bonds, depreciation or taxes levied or imposed by the City or payments to the City in lieu of taxes, or capital additions or capital replacements to the System.

(j) “Costs of the Project,” or any phrase of similar import, means all or any part designated by the Council as costs of the Project, or interest therein, which costs, at the option of the Council, may include all or any part of the incidental costs pertaining to the Project, including, without limitation: (i) preliminary expenses advanced by the City from funds available for the use therefor, or advanced from any other source, with approval of the Council, or any combination thereof; (ii) the costs of making surveys, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries; (iii) the Acquisition costs of any properties, rights, easements or other interest in properties, or any licenses, privileges, agreements and franchises; (iv) the costs of Acquiring, constructing and installing improvements to the System; (v) the costs of Acquiring and installing equipment necessary for the operation and maintenance of said facilities; (vi) the costs of appraising, printing, estimates, advice, services of engineers, architects, financial consultants, attorneys, clerical help or other agents or employees; (vii) the costs of contingencies; (viii) the costs (including interest costs) of all interim financing for the Project, the costs of issuance, fees, costs of bond counsel, and the costs of registration and authentication of the Note and the Bond and the costs, if any, of rating agencies and of bond insurance; and (ix) all other expenses necessary or desirable and appertaining to the Project, as estimated or otherwise ascertained by the Council.

(k) “Council” means the City Council of the City.

(l) “Delivery Date” means the date the Note is initially delivered to the Bank.

(m) “Draws” shall have the meaning given such term in Section 5 of this Ordinance.

(n) “Finance Director” means the *de facto* or *de jure* Finance Director of the City, and his/her successors in functions, if any.

(o) “Future Parity Bonds” means any and all revenue bonds of the City hereafter issued, the payment of which, both principal and interest, constitutes a lien and charge upon the Gross Revenue of the System equal in rank with the lien and charge upon such Gross Revenue for the payments required to pay and secure the payment of the Bond.

(p) “Interest Payment Date” means each June 1 and December 1, commencing December 1, 2021, or date of prior redemption of the Note.

(q) “Interest Rate” means 1.90% per annum.

(r) “Junior Lien Obligations” has the meaning specified in Section 2(b) hereof.

(s) “Letter of Conditions” means the USDA’s Letter of Conditions dated August 3, 2020, establishing the conditions under which the USDA would loan and grant money to the City to finance the acquisition, construction and installation of improvements to the System, as the same may be amended from time to time.

(t) “Maturity Date” means June 1, 2022.

(u) “Mayor” means the *de facto* or *de jure* Mayor of the City (including the Mayor *pro tempore* in the Mayor’s absence), or any presiding officer or titular head of the City and his/her successors in functions, if any.

(v) “Net Revenue” means Revenue of the System less Costs of Maintenance and Operation.

(w) “Note” means the Sewer Revenue Bond Anticipation Note, 2021 (Non-Revolving Line of Credit) of the City in the maximum principal amount of \$2,838,000, which is authorized to be issued by this Ordinance.

(x) “Note Register” means the registration books maintained by the Note Registrar pursuant to Section 7 of this Ordinance.

(y) “Note Registrar” means (i) the City Finance Director, or (ii) upon a determination by the Finance Director that maintenance of the duties of the Note Registrar is no longer convenient, a bank or trust company organized under the laws of the State, or a national banking association, and having a capital and surplus aggregating at least \$20,000,000, if there be such a bank, trust company or national banking association willing and able to accept the duties of Note Registrar on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Ordinance.

(z) “Ordinance” means this Ordinance passed by the Council and approved by the Mayor on June 8, 2021.

(aa) “Project” means the plan of additions to and betterments and extensions of the System as more particularly described in Section 3 hereof.

(bb) “Qualified Tax-Exempt Obligation” shall have the meaning specified in Section 13 hereof.

(cc) “RCW” means the Revised Code of Washington.

(dd) “Registered Owner” means the entity or person named as the registered owner of the Note on the Note Register, initially the Bank.

(ee) “Revenue Fund” means the Sewer Fund, into which all of the Revenue of the System is pledged to be deposited.

(ff) “Revenue of the System” or “Revenue” means all earnings, revenue and moneys received by the City from or on account of the operation of the System, including the income from investments of the money in the Revenue Fund and any bond fund or from any other investment thereof, except the income from investments irrevocably pledged to the payment of any other sewer revenue bonds pursuant to a plan of retirement or refunding. The words Revenue of the System also shall include any federal or state reimbursements of operating expenses to the extent such expenses are included as Costs of Maintenance and Operation of the System. Revenue of the System does not include proceeds of taxes levied and collected by the City.

(gg) “State” means the State of Washington.

(hh) “System” means the sewer system, as the same may be added to, improved and extended for as long as the Note is outstanding. The term System also shall include any other utility that may in the future be combined with the System.

(ii) “USDA” means the United States of America, acting through the Department of Agriculture.

Section 2. Recitals

The Council takes note of the following facts and hereby makes the following findings and determinations:

(a) The City is a municipal corporation and code city duly organized and existing under the laws of the State. Pursuant to the provisions of chapters 35.67 and 35A.80 RCW, the City is authorized to acquire, construct install, operate and maintain a sewer system (*i.e.*, the System). The System is not combined with either the City’s water system or the City’s refuse collection and disposal system. The City is authorized to conduct proceedings and to issue revenue bonds pursuant to chapters 35.41, 35.67, 35A.40 and 39.46 RCW.

(b) The City has certain outstanding loans from the State Department of Ecology and the State Department of Commerce (formerly known as the Department of Community Trade and Economic Development) (the “Junior Lien Obligations”). To the extent the Junior Lien Obligations are payable from System revenue, such Junior Lien Obligations do not prohibit the City from issuing revenue obligations having a lien or charge on System revenue prior and superior to that of such Junior Lien Obligations. Upon issuance of the Note, the lien or charge on System revenue of such Junior Lien Bonds will be subordinate to that of the Note.

(c) Pursuant to the terms of the Letter of Conditions, the USDA has offered to make a loan to the City, evidenced by a sewer revenue bond (*i.e.*, the Bond) in the maximum principal amount of \$2,838,000 to pay a portion of the costs of carrying out the Project. Chapter 39.50 RCW authorizes cities to issue short-term obligations in anticipation of the receipt of bond proceeds.

(d) It is advisable for the City to acquire, construct and install the improvements to the System as further described in Section 3 of this Ordinance. In determining the costs of the Project pursuant to RCW 35.41.090, the Council has estimated that the total costs of the Project will be at least \$7,163,767. It is advisable for the City to provide funds for defraying a portion of the cost of the Project from the proceeds of the sale of a short-term revenue obligation (*i.e.*, the Note) pending the issuance of the Bond. The various improvements comprising the Project represent additions to or betterment of the City’s existing System. Because the Project will not produce electricity for sale and neither the Note nor the Bond will be a general obligation of the City, neither the Project nor the issuance of the Note or the Bond are required to be approved by the City’s voters under RCW 35.41.030 or RCW 35.92.070.

(e) The Council deems it to be in the best interest of the City that the City borrow money and issue the Note pending the issuance of the Bond for the purpose of providing the funds with which to pay a portion of the costs of carrying out the Project specified, adopted and ordered to be carried out herein, and the Bank has offered to accept the Note under the terms set forth in this Ordinance.

Section 3. The Project

The City hereby specifies, adopts and authorizes a plan for making certain additions to and betterments and extensions of the System (the “Project”), which includes the completion of the Southwest Sewer Project, which will expand the existing System into an undeveloped and unserved service area. The total cost of the Project is estimated to be at least \$7,163,767. The Council may make such changes prior to or during the actual construction of the Project where, in its judgment, it appears advisable.

Section 4. Authorization of the Bond

For the purpose of paying a part of the Costs of the Project and retiring the Note, the City shall issue the Bond in the maximum principal amount of \$2,838,000. The Bond shall be a special obligation of the City payable from Net Revenue and utility local improvement district assessments. The Bond shall not be a general obligation of the City. The City’s full faith, credit and resources are not pledged for the payment of the Bond.

Section 5. Purpose; Authorization and Description of Note; Bank Fees; Costs of Issuance

(a) For the purpose of providing the funds with which to pay Costs of the Project, the City shall issue and deliver its Sewer Revenue Bond Anticipation Note, 2021 (Non-Revolving Line of Credit) (the “Note”), in the maximum principal amount of \$2,838,000, pursuant to the terms of this Ordinance. The Note shall be dated the Delivery Date; shall mature on the Maturity Date; shall be issued in fully registered form as to both principal and interest on the Note Register; and shall be numbered R-1, with any additional designation as the Note Registrar deems necessary for purposes of identification.

(b) Upon satisfaction of applicable requirements of the USDA, the City may make incremental draws upon the Note (the “Draws”) on any business day during the term of the Note for the purpose of providing the funds with which to pay Costs of the Project. Draws may be in any dollar amount. No Draw may exceed the total amount of the costs to be paid from such Draw, and the proceeds of each Draw shall be used immediately to pay those costs. Draws shall be recorded on the Draw Record attached to the Note, or in such other form as the City and the Registered Owner may agree. Draws are not subject to approval by the Registered Owner, but shall be limited to an aggregate principal amount of \$2,838,000. The City shall submit to the Registered Owner, with each request for a Draw, an outlay report, and written approval from USDA for the release of funds, not less than two days prior to the requested disbursement date (unless the Registered Owner consents to honor a Draw request on less than two days’ advance notice).

(c) Each Draw shall bear interest at the Interest Rate (computed on the actual number of days elapsed over a year of 360 days consisting of 12 30-day months) and shall accrue from the date of that Draw on the principal amount of the Draw outstanding. Interest on the Note shall be payable on each Interest Payment Date. Principal of the Note is payable on the Maturity Date or, if earlier, the date of prior redemption. If the Note is not paid when properly presented for payment on the Maturity Date or date of prior redemption, the City shall be obligated to pay interest on the Note at the applicable Interest Rate from and after its maturity or prior redemption date until the Note, both principal and interest, is paid in full or until sufficient money for that

payment in full is on deposit in the debt service account, and the City has given the Registered Owner notice that such money is available to make such delinquent payment.

(d) The Bank's counsel fee in the amount of \$5,000 is authorized to be taken as a discount to proceeds of the first Draw.

(e) The City shall be responsible for all costs of issuance of the Note.

Section 6. Designation of Officer to Make Draws

The Council has determined it to be in the best interest of the City that the Finance Director or such other person(s) as he/she may designate, be and hereby are severally authorized to make Draws in the amounts and at the times as either of such officials may determine hereafter, those Draws to be made in accordance with the terms and provisions set forth herein.

Section 7. Appointment of Note Registrar, Registration and Transfer of the Note

(a) The Finance Director is hereby appointed and designated to serve as the Note Registrar. The Note Registrar shall keep, or cause to be kept, at its office, sufficient books for purposes of registering the name, mailing address and taxpayer identification number of the Registered Owner of the Note, and for registering any transfer of Note ownership. The books and records maintained by the Note Registrar for such purpose shall be considered the Note Register for purposes of this Ordinance. The Note Register shall at all times be open to inspection by the City. In addition to maintaining the Note Register, the Note Registrar is authorized and directed to perform the following duties with respect to the Note: (i) to authenticate the Note upon the initial issuance thereof by executing the Certificate of Authentication contained thereon; (ii) to authenticate and deliver any Note that is transferred in accordance with the provisions thereof and this Ordinance; (iii) to serve as the City's paying agent for the Note; (iv) to imprint on each Note transferred or exchanged pursuant to this Ordinance the name of the Registered Owner, the maximum principal amount of the Note, the interest rate borne by the Note, and the maturity date of the Note; (v) to cancel the Note returned to the Note Registrar upon the payment in full thereof by punching holes through the signatures on the Note and by writing clearly across the face of such Note the word "cancelled"; and (vi) to carry out all of the Note Registrar's duties otherwise described in this Ordinance and to comply fully with all applicable federal and State laws and regulations respecting the carrying out of those duties. The Note Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Note.

(b) The Note may be assigned or transferred only: (i) in whole; (ii) to a single investor that is a "qualified institutional buyer" as defined in the United States Securities and Exchange Commission Rule 144A; (iii) if endorsed in the manner provided thereon and surrendered to the Note Registrar; and (iv) if the transferee provides the Note Registrar with an executed transfer certificate in substantially the form to be attached to the Note. Any such transfer shall be without cost to the Registered Owner or transferee (other than any cost incurred by the Registered Owner or transferee in preparing and delivering such transfer certificate) and shall be noted on the Note Register. The Note Registrar shall not be obligated to assign or transfer the Note during the 15 days preceding any payment or prepayment date.

Section 8. Deposit of Note Proceeds

The principal proceeds received as a result of Draws on the Note shall be paid into the Construction Account and used to pay Costs of the Project. Interest earnings on Draws, if any, shall be retained in the Construction Account and used to pay Costs of the Project.

Section 9. Payment of the Note

The principal of and interest on the Note shall be payable in lawful money of the United States of America and shall be paid by electronic transfer, automatic withdrawal or other method specified by the Registered Owner and allowed by State law. Prior to each Interest Payment Date, the Registered Owner shall present to the City a statement of interest due on the Note on such Interest Payment Date. Prior to the Maturity Date or date of prior redemption, such statement shall also include the amount of principal due on the Note. Upon receipt of the final payment of principal of and interest on the Note, whether on the Maturity Date or upon prepayment, the Registered Owner shall present and surrender the Note to the Note Registrar to be destroyed or cancelled in accordance with law. The City and the Note Registrar may deem and treat the Registered Owner as the absolute owner of the Note for the purpose of receiving payment of principal and interest and for all other purposes, and neither the City nor the Note Registrar shall be affected by any notice to the contrary other than proper notice of assignment or transfer.

Section 10. Pledge of Bond Proceeds and Net Revenue

The City irrevocably pledges to redeem the Note on the Maturity Date or date of prior redemption from the proceeds of the Bond or such other funds of the City. The City hereby pledges Net Revenue to the payment of the Note. The Note shall be payable only from the Construction Account as provided herein and shall not be a general obligation of the City, the State or any political subdivision thereof. The City's full faith, credit and resources are not pledged to the payment of the Note.

Section 11. Prepayment and Redemption Provisions

The City reserves the right and option to prepay and redeem on any business day all or a portion of the principal amount of the Note outstanding at par plus accrued interest to the date of prepayment and redemption. Interest on the Note or the portion thereof so prepaid shall cease to accrue on the date of such prepayment. The City will provide the Registered Owner with written notice of any intended prepayment at least 15 days prior to such prepayment date.

Section 12. Note Form and Execution

(a) The Note shall be prepared in a form consistent with the provisions of this Ordinance and State law, shall be signed by the Mayor and Clerk, either or both of whose signatures may be manual or in facsimile, and shall have the seal of the City (or facsimile reproduction thereof) impressed or printed thereon.

(b) The Note shall not be valid or obligatory for any purpose, or entitled to the benefits of this Ordinance, unless it bears a certificate of authentication manually signed by the Note Registrar stating: "This Note is the fully registered City of College Place, Washington, Sewer

Revenue Bond Anticipation Note, 2021 (Non-Revolving Line of Credit), described in the Note Ordinance.” A minor deviation in the language of such certificate shall not void a certificate of authentication that otherwise is substantially in the form of the foregoing. The authorized signing of a certificate of authentication shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this Ordinance.

(c) If any officer whose signature appears on the Note ceases to be an officer of the City authorized to sign notes before the Note bearing his or her signature is authenticated or delivered by the Note Registrar or issued by the City, that Note nevertheless may be authenticated, delivered and issued and, when authenticated, delivered and issued, shall be as binding upon the City as though that person had continued to be an officer of the City authorized to sign notes. Any Note also may be signed and attested on behalf of the City by any person who, on the actual date of the signing of the Note, is an officer of the City authorized to sign notes, although he or she did not hold the required office on the date of issuance of the Note.

Section 13. Tax Covenants

(a) Preservation of Tax Exemption for Interest on the Note. The City covenants that it will take all actions necessary to prevent interest on the Note from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Note or other funds of the City treated as proceeds of the Note at any time during the term of the Note which will cause interest on the Note to be included in gross income for federal income tax purposes.

(b) Designation of the Note as a “Qualified Tax-Exempt Obligation.” The City designates the Note as a “qualified tax-exempt obligation” for the purposes of Section 265(b)(3) of the Code, and makes the following findings and determinations:

(i) the Note does not constitute a “private activity bond” within the meaning of Section 141 of the Code;

(ii) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Note is issued will not exceed \$10,000,000; and

(iii) the amount of tax-exempt obligations, including the Note, designated by the City as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Note is issued does not exceed \$10,000,000.

(c) Compliance Policies. The Council authorizes the Finance Director to adopt post-issuance compliance policies and procedures for tax-exempt obligations in connection with the Note and the City’s other tax-exempt obligations.

Section 14. Approval of Bank Offer; Authorization of City Officials

The Bank has presented the Bank Offer, which written Bank Offer is on file with the Clerk and is incorporated herein by this reference. The Council finds that accepting the Bank Offer is in the City's best interest and therefore accepts the same. The City acknowledges that the Bank's counsel fee will be withheld by the Bank from the first Draw. The Note will be printed at City expense and will be delivered to the Bank in accordance with the Bank Offer, together with the approving legal opinion of Foster Garvey P.C., municipal bond counsel, regarding the Note. The Mayor, Finance Director and the Clerk, or such other person(s) as they may designate, are severally authorized and directed to do everything necessary for the prompt delivery of the Note to the Bank and for the proper application and use of the proceeds of the Draws made pursuant to the Note.

Section 15. Reporting Requirements

For so long as the Note is outstanding and held by the Bank, the City shall provide (a) its audited financial reports to the Bank within 270 days after the end of each fiscal year, provided that if such audited report is not yet available, a copy of the unaudited report will be provided until the audited report is available, and (b) such additional information as the Bank may reasonably request.

Section 16. Events of Default

Each of the following shall constitute an "Event of Default" by the City: (a) failure to pay principal of or interest on the Note when due; or (b) the filing of a petition for bankruptcy or placement in receivership under any state or federal bankruptcy or insolvency law.

Section 17. Severability; Ratification

If any provision of this Ordinance shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of the Note. All actions heretofore taken by the City consistent with the provisions of this Ordinance are ratified, confirmed and approved.

Section 18. Effective Date of Ordinance

This Ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law. The Clerk is directed to cause this Ordinance, or a summary hereof, to be published in the official newspaper of the City.

PASSED by the City Council of the City of College Place, Washington, at a regular open public meeting thereof, this 8th day of June, 2021, and signed in authentication of its passage this 8th day of June, 2021.

CITY OF COLLEGE PLACE, WASHINGTON

Norma L. Hernández, Mayor

ATTEST:

Lisa R. Neissl, City Clerk

(S E A L)

APPROVED AS TO FORM:

Bond Counsel

PASSED: _____ June 8, 2021
PUBLISHED: _____ June 11, 2021
VALID: _____ June 16, 2021

C E R T I F I C A T E

I, Lisa R. Neissl, as City Clerk of the City of College Place, Washington (the “City”), hereby certify as follows:

1. The foregoing Ordinance No. 21-009 (the “Ordinance”) is a full, true and correct copy of the Ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on June 8, 2021, as that Ordinance appears on the minute book of the City; and the Ordinance will be in full force and effect five days after publication of its summary in the City’s official newspaper; and

2. That said meeting was duly convened and held in all respects in accordance with law (including Proclamation 20-28 made by the Governor of the State of Washington on March 24, 2020, as extended, and acts of the legislative leadership of the State of Washington) and to the extent required by law, due and proper notice of such meeting was given; and that I am authorized to execute this certificate; and

3. A quorum of the members of the City Council was present throughout the meeting and a sufficient number of members of the City Council voted in the proper manner for the passage of the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand on June 8, 2021.

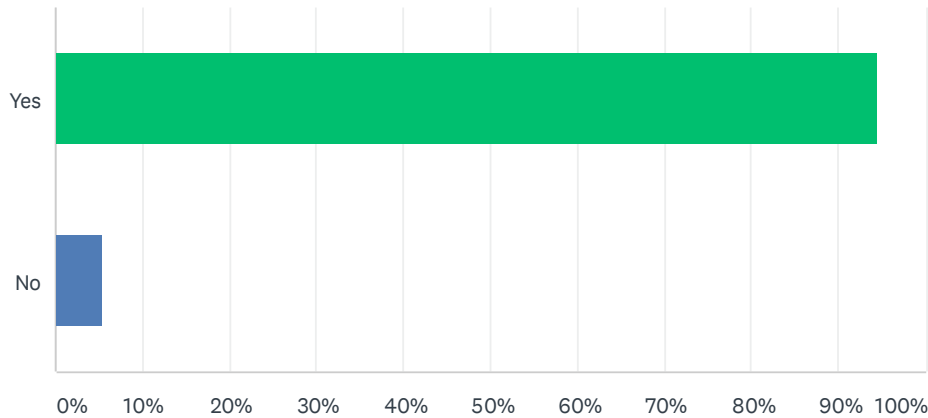
CITY OF COLLEGE PLACE, WASHINGTON

Lisa R. Neissl, City Clerk

(S E A L)

Q1 The mission statement of the City is "Our Mission is to provide leadership and effective, fiscally responsible services that achieve our community's vision". Do you feel that is still relevant?

Answered: 111 Skipped: 0



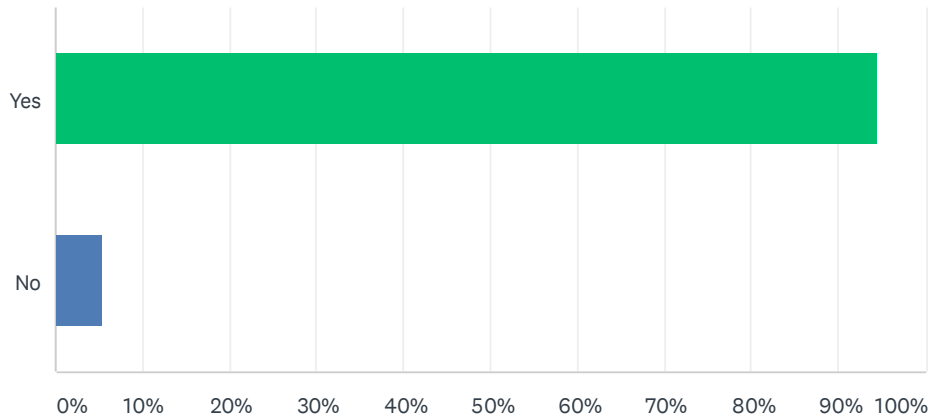
ANSWER CHOICES	RESPONSES	
Yes	94.59%	105
No	5.41%	6
TOTAL		111

Q2 If you feel the mission statement is no longer relevant, what should it be?

Answered: 22 Skipped: 89

Q3 The values in the adopted Strategic Plan are: Open and Honest, Cooperation, Respect, Service, and Diversity. Do you feel the values are still relevant?

Answered: 111 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	94.59%	105
No	5.41%	6
TOTAL		111

Q4 If no, what values should be added to the Strategic Plan?

Answered: 15 Skipped: 96

Q5 What are your greatest concerns for the future of the City?

Answered: 67 Skipped: 44

Q6 What should the City be doing more of?

Answered: 61 Skipped: 50

Q7 What does the City do well?

Answered: 65 Skipped: 46

Q8 What things does the City need to improve on?

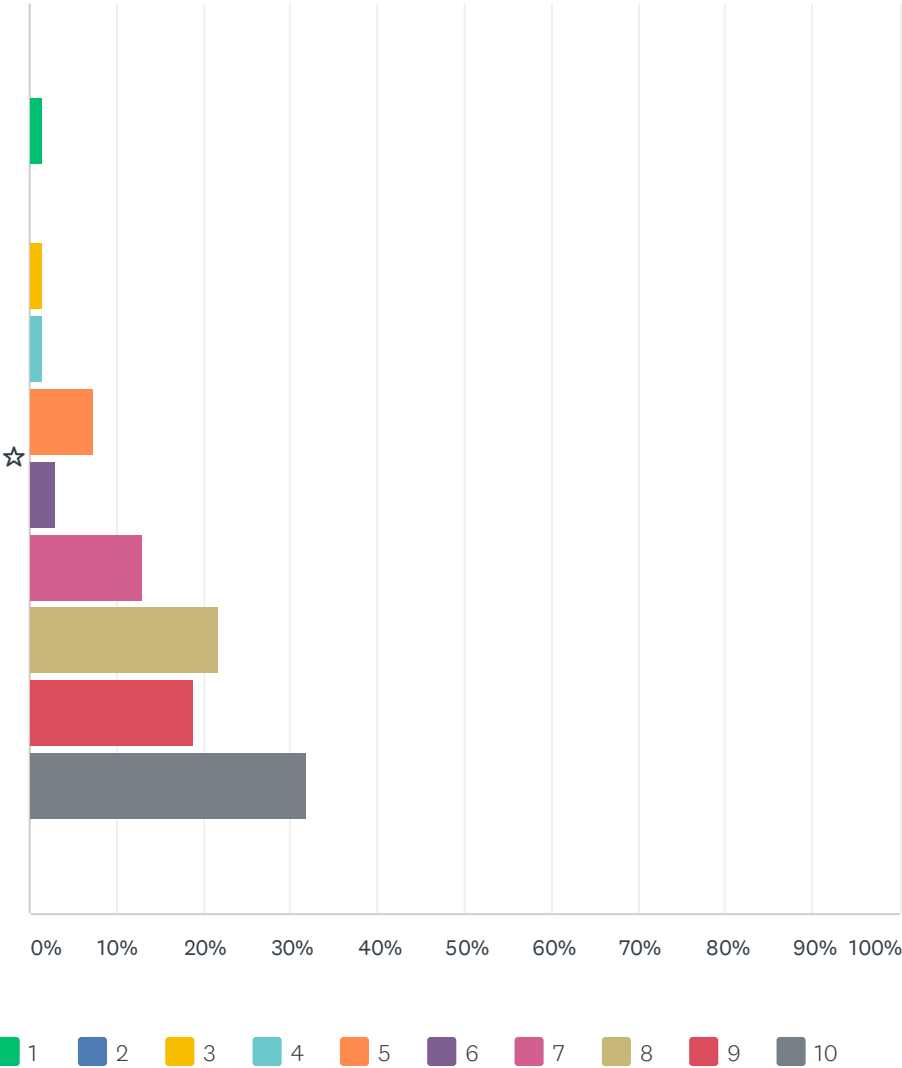
Answered: 61 Skipped: 50

Q9 If you could change one thing about the City, what would it be?

Answered: 57 Skipped: 54

Q10 Please indicate your satisfaction with the quality of City Administration services?

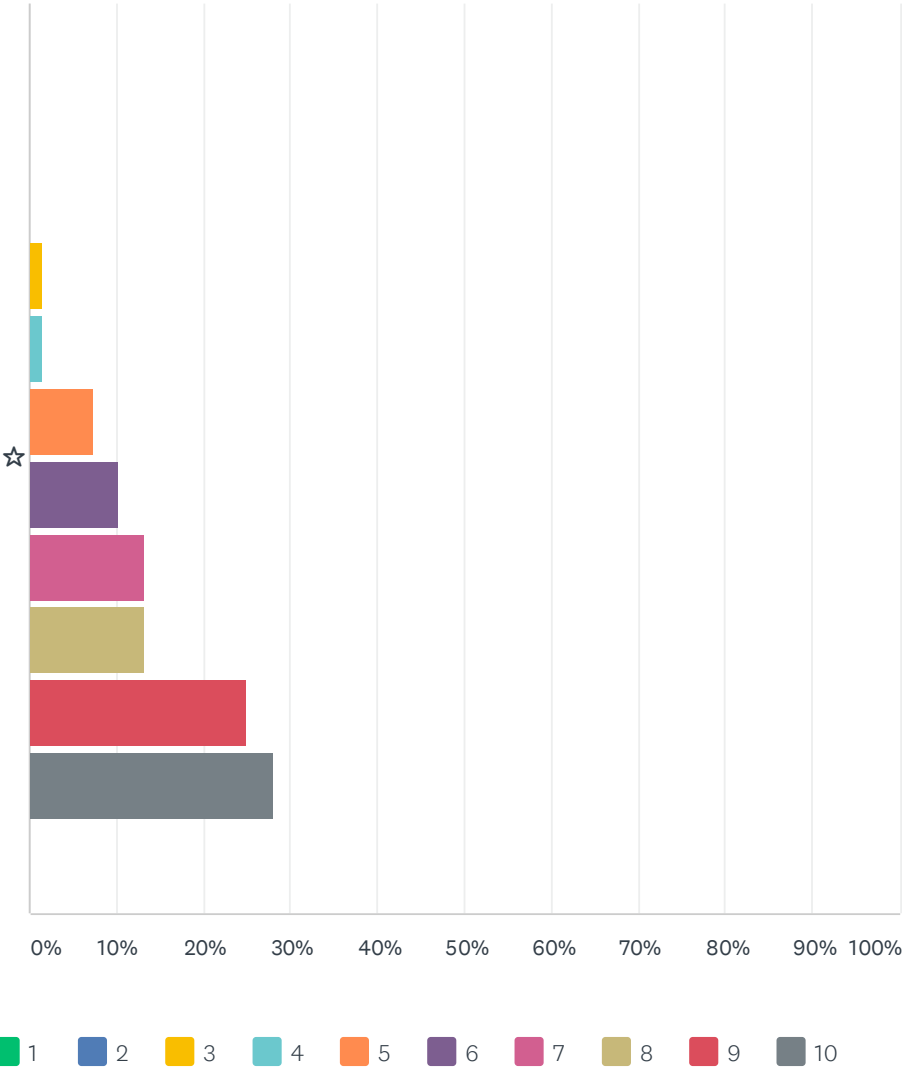
Answered: 69 Skipped: 42



	1	2	3	4	5	6	7	8	9	10	TOTAL	WEIGHTED AVERAGE
☆	1.45% 1	0.00% 0	1.45% 1	1.45% 1	7.25% 5	2.90% 2	13.04% 9	21.74% 15	18.84% 13	31.88% 22	69	8.19

Q11 Please indicate your satisfaction with the quality of City Clerk's office services?

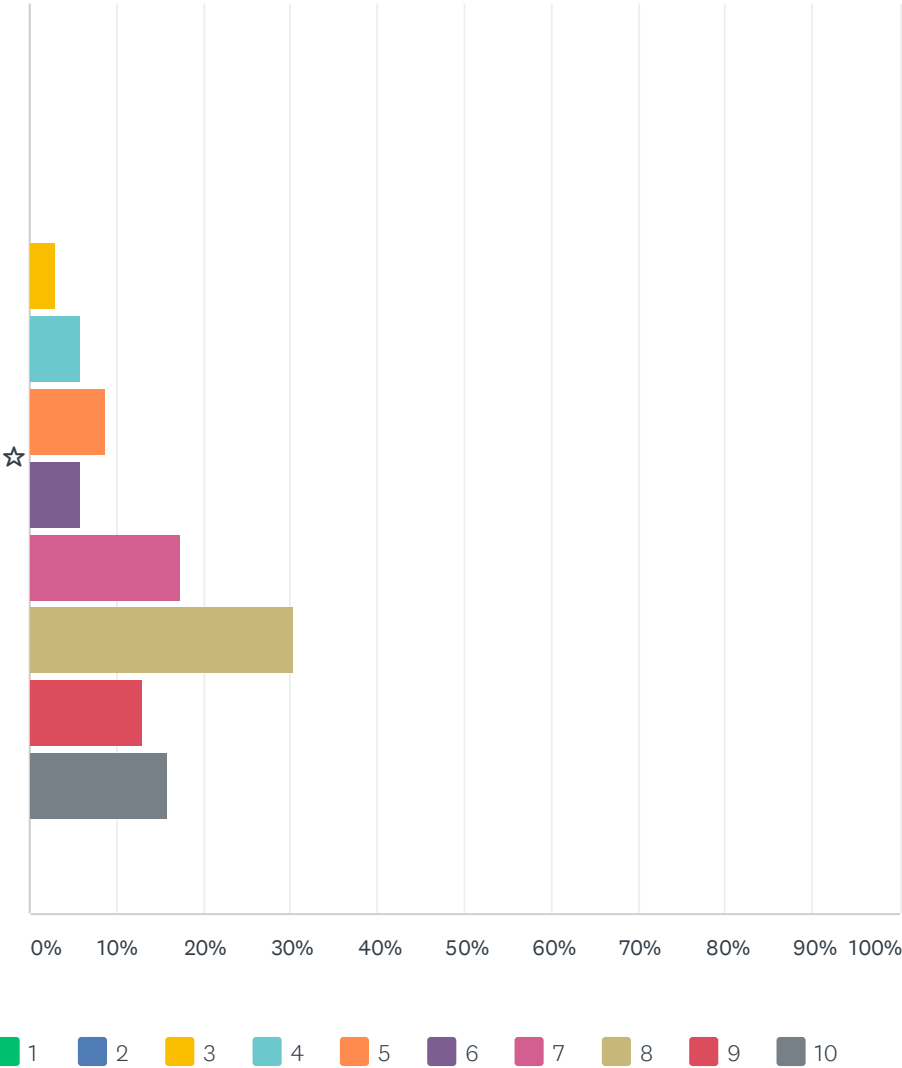
Answered: 68 Skipped: 43



	1	2	3	4	5	6	7	8	9	10	TOTAL	WEIGHTED AVERAGE
☆	0.00% 0	0.00% 0	1.47% 1	1.47% 1	7.35% 5	10.29% 7	13.24% 9	13.24% 9	25.00% 17	27.94% 19	68	8.12

Q12 Please indicate your satisfaction with the quality of Community Development Department services?

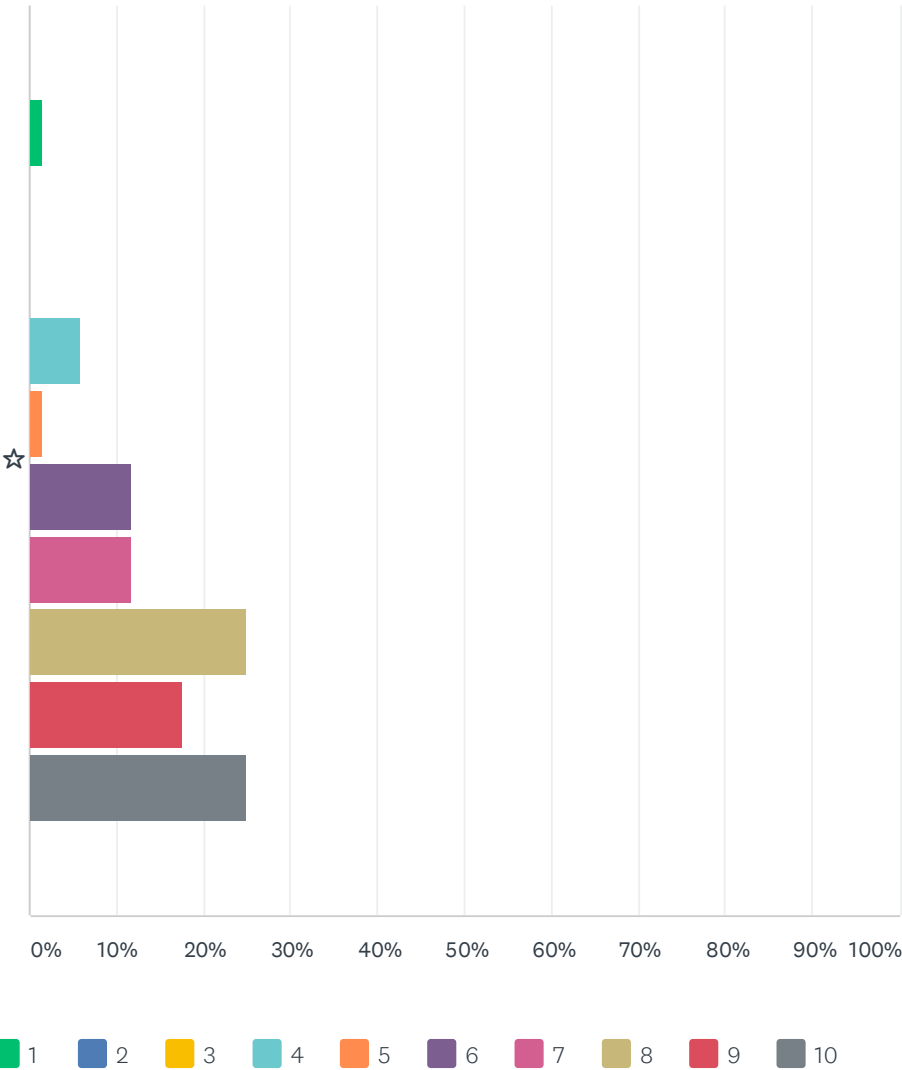
Answered: 69 Skipped: 42



	1	2	3	4	5	6	7	8	9	10	TOTAL	WEIGHTED AVERAGE
☆	0.00% 0	0.00% 0	2.90% 2	5.80% 4	8.70% 6	5.80% 4	17.39% 12	30.43% 21	13.04% 9	15.94% 11	69	7.52

Q13 Please indicate your satisfaction with the quality of Finance Department services?

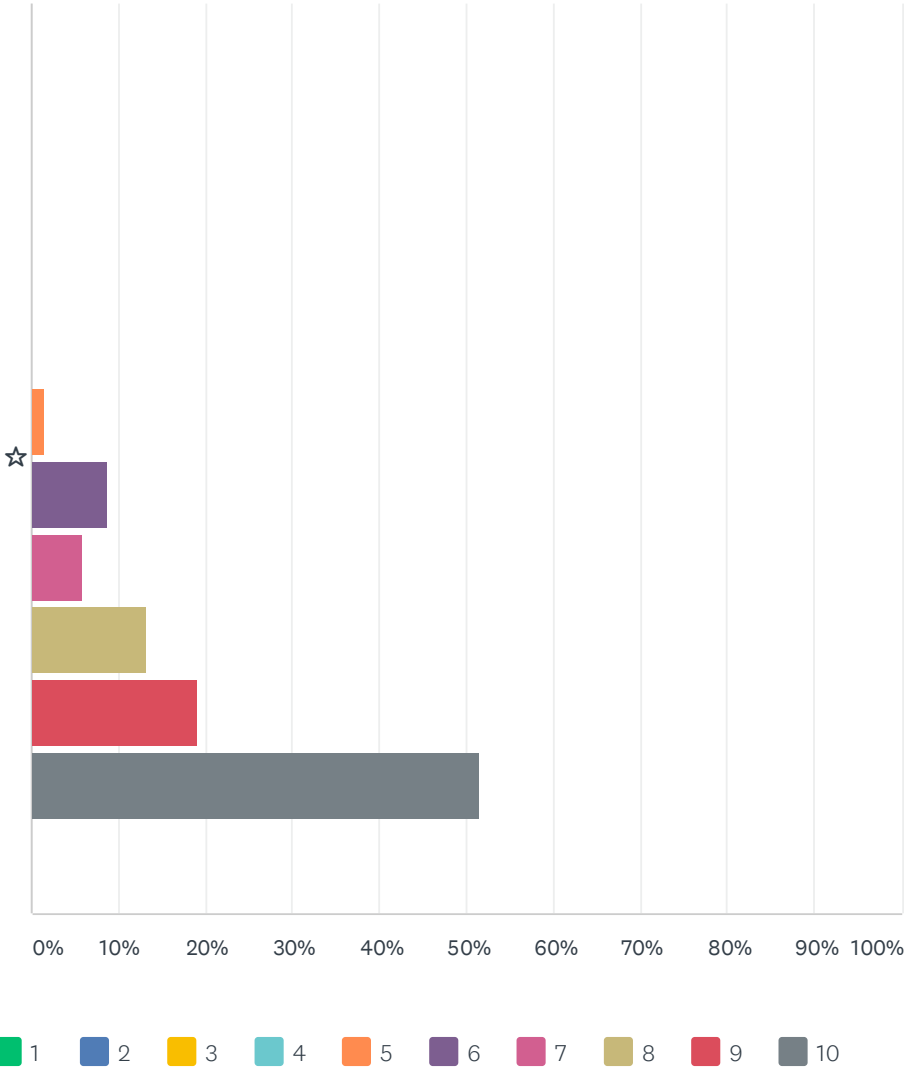
Answered: 68 Skipped: 43



	1	2	3	4	5	6	7	8	9	10	TOTAL	WEIGHTED AVERAGE
☆	1.47% 1	0.00% 0	0.00% 0	5.88% 4	1.47% 1	11.76% 8	11.76% 8	25.00% 17	17.65% 12	25.00% 17	68	7.94

Q14 Please indicate your satisfaction with the quality of Fire Department services?

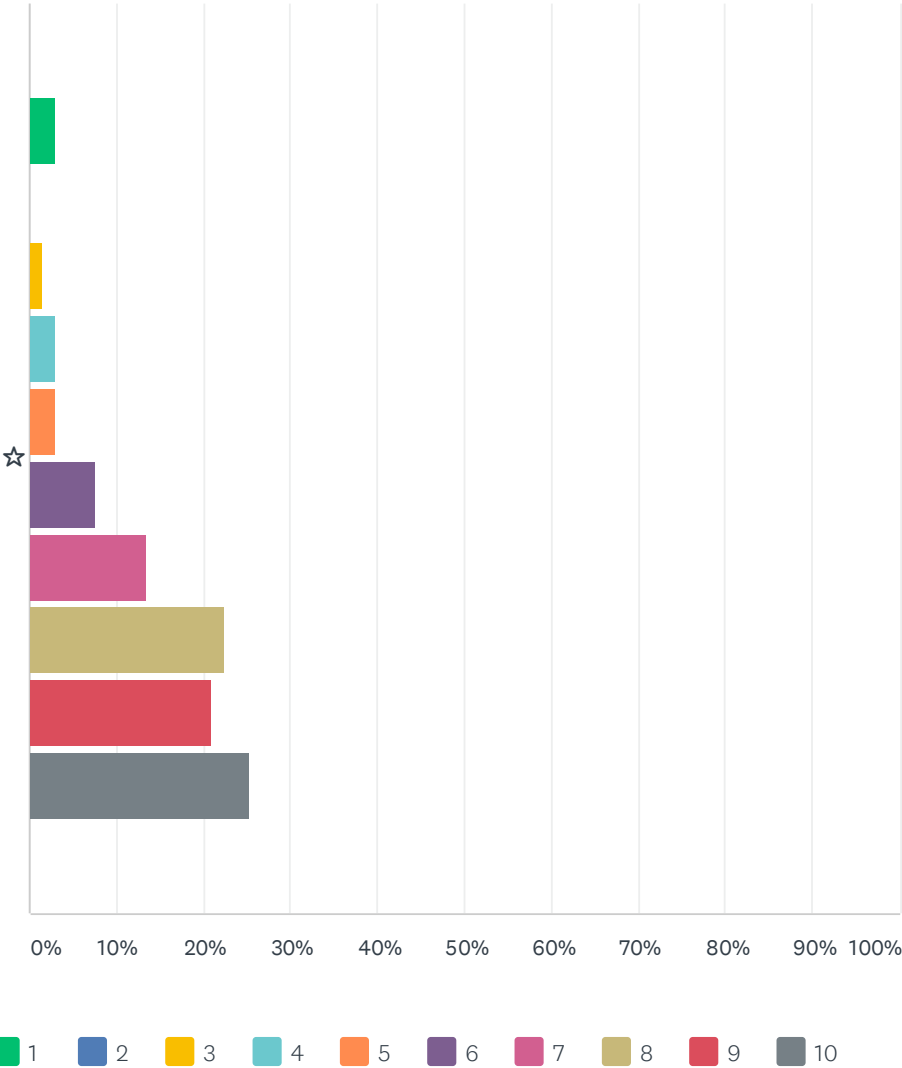
Answered: 68 Skipped: 43



	1	2	3	4	5	6	7	8	9	10	TOTAL	WEIGHTED AVERAGE
☆	0.00% 0	0.00% 0	0.00% 0	0.00% 0	1.47% 1	8.82% 6	5.88% 4	13.24% 9	19.12% 13	51.47% 35	68	8.94

Q15 Please indicate your satisfaction with the quality of Human Resources Department services?

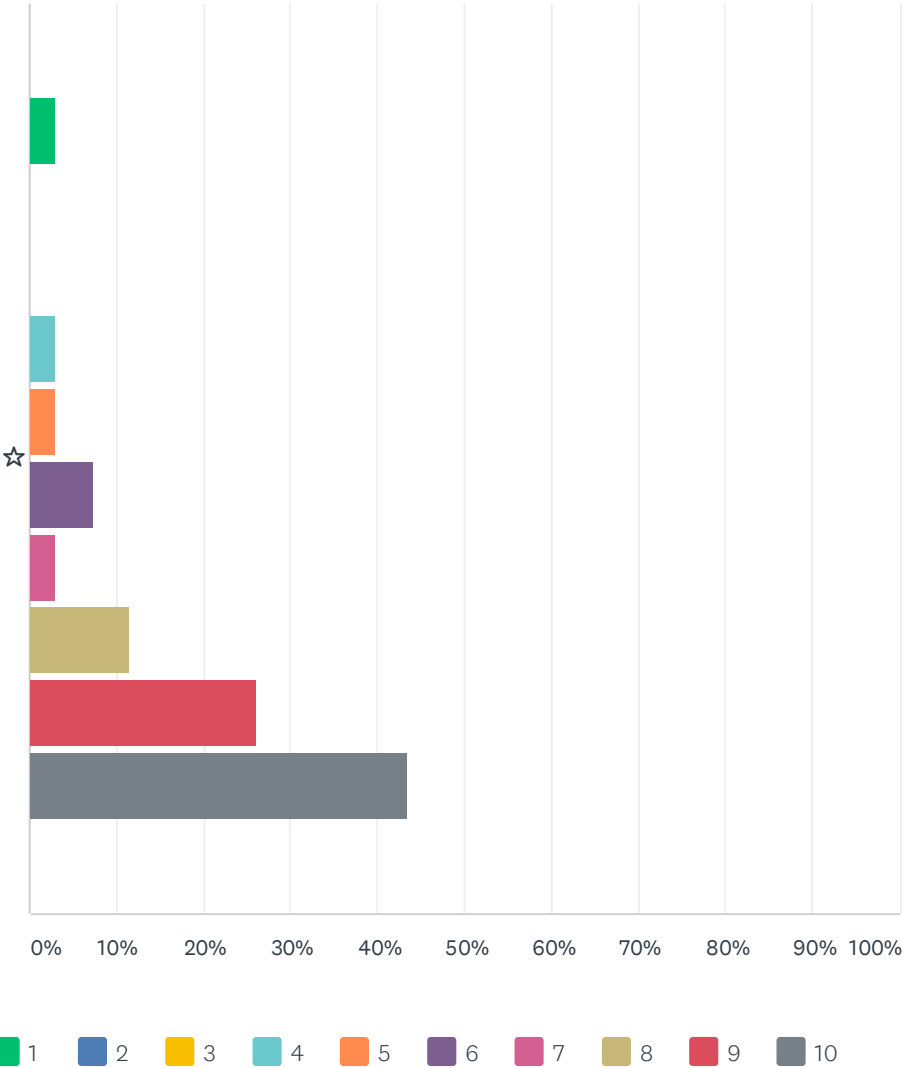
Answered: 67 Skipped: 44



	1	2	3	4	5	6	7	8	9	10	TOTAL	WEIGHTED AVERAGE
☆	2.99% 2	0.00% 0	1.49% 1	2.99% 2	2.99% 2	7.46% 5	13.43% 9	22.39% 15	20.90% 14	25.37% 17	67	7.94

Q16 Please indicate your satisfaction with the quality of Police Department services?

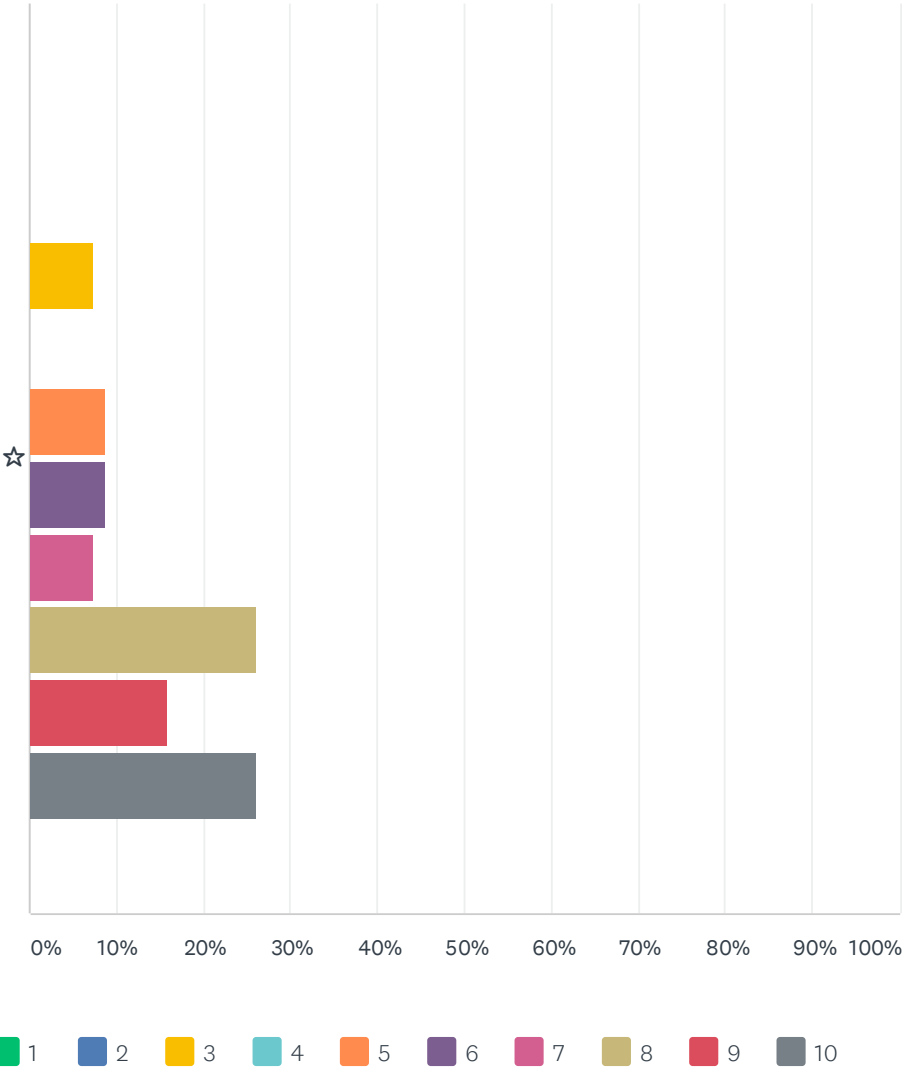
Answered: 69 Skipped: 42



	1	2	3	4	5	6	7	8	9	10	TOTAL	WEIGHTED AVERAGE
☆	2.90% 2	0.00% 0	0.00% 0	2.90% 2	2.90% 2	7.25% 5	2.90% 2	11.59% 8	26.09% 18	43.48% 30	69	8.55

Q17 Please indicate your satisfaction with the quality of Public Works Department services?

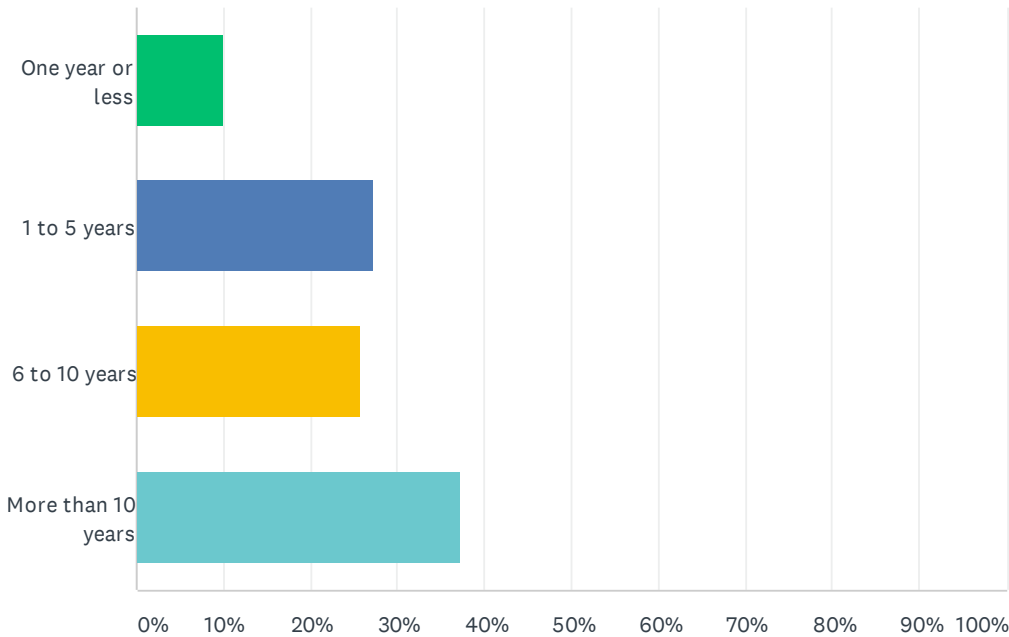
Answered: 69 Skipped: 42



	1	2	3	4	5	6	7	8	9	10	TOTAL	WEIGHTED AVERAGE
☆	0.00% 0	0.00% 0	7.25% 5	0.00% 0	8.70% 6	8.70% 6	7.25% 5	26.09% 18	15.94% 11	26.09% 18	69	7.81

Q18 Length of Residency in the City of College Place

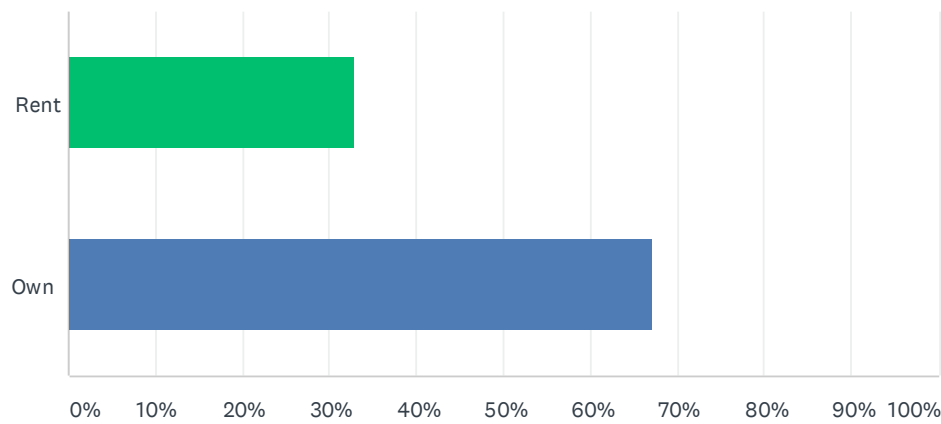
Answered: 70 Skipped: 41



ANSWER CHOICES	RESPONSES	
One year or less	10.00%	7
1 to 5 years	27.14%	19
6 to 10 years	25.71%	18
More than 10 years	37.14%	26
TOTAL		70

Q19 Rent or Own Place of Residence?

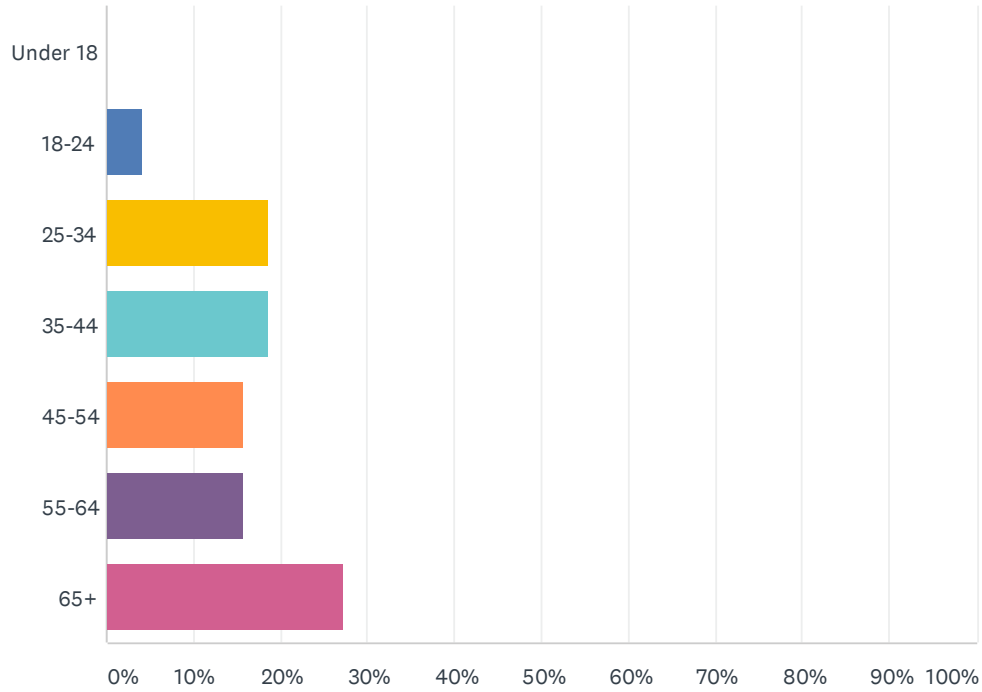
Answered: 70 Skipped: 41



ANSWER CHOICES	RESPONSES	
Rent	32.86%	23
Own	67.14%	47
TOTAL		70

Q20 Age

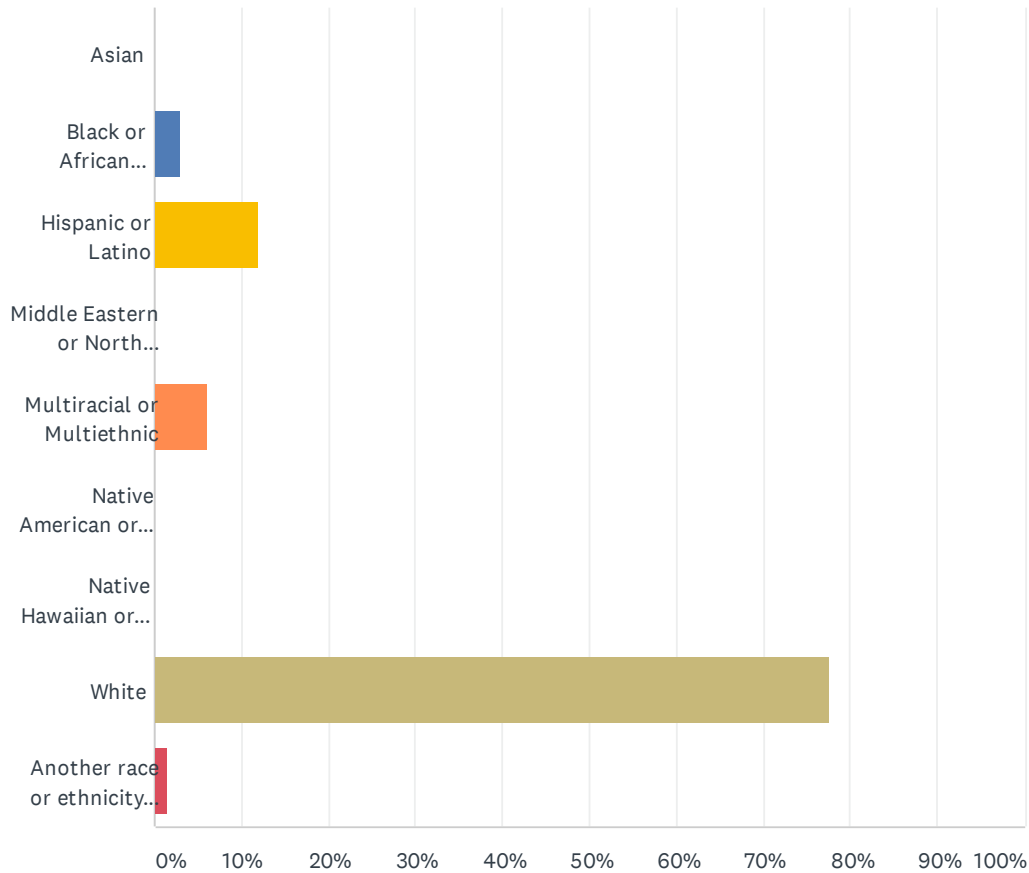
Answered: 70 Skipped: 41



ANSWER CHOICES	RESPONSES	
Under 18	0.00%	0
18-24	4.29%	3
25-34	18.57%	13
35-44	18.57%	13
45-54	15.71%	11
55-64	15.71%	11
65+	27.14%	19
TOTAL		70

Q21 What is your race or ethnicity?

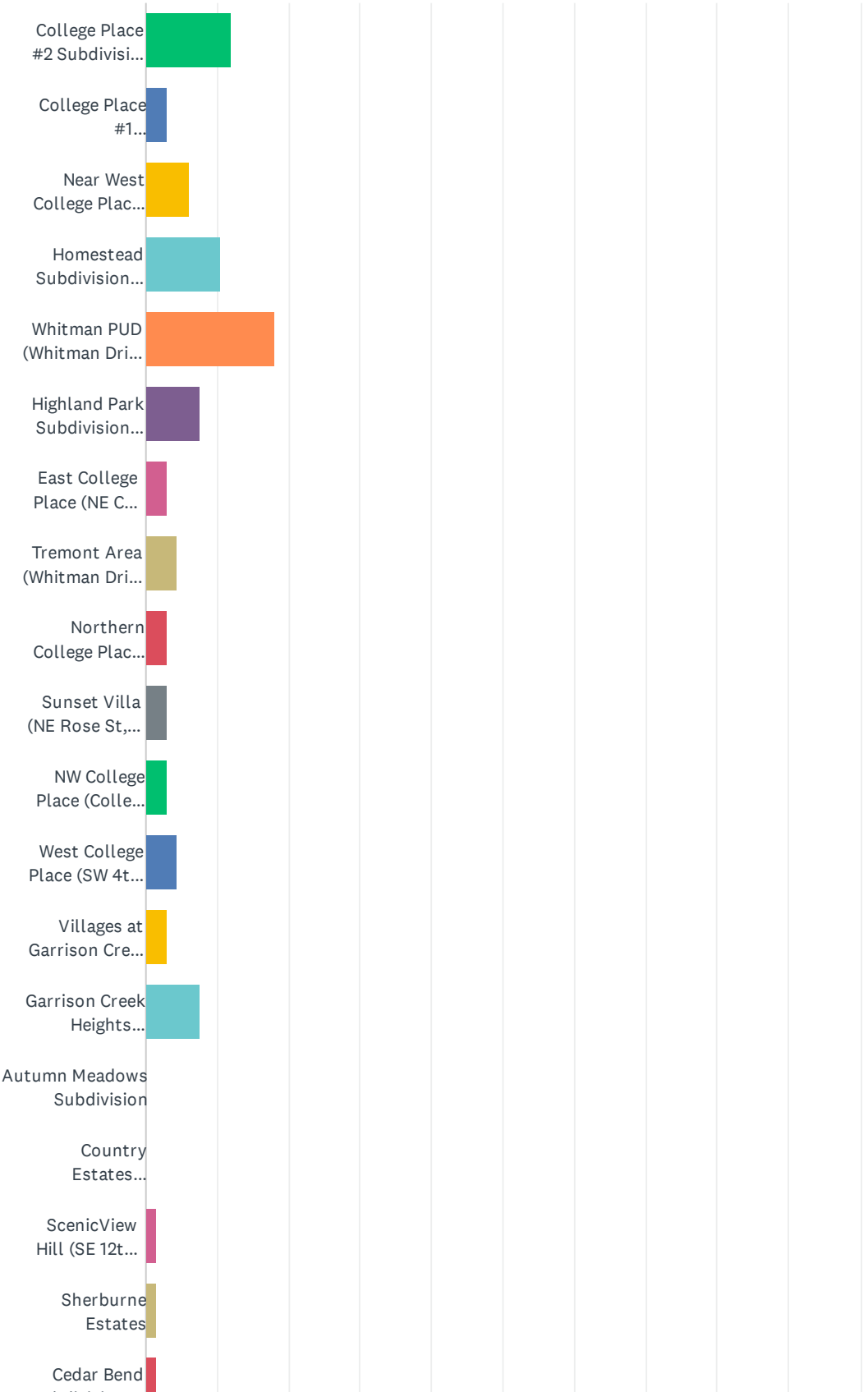
Answered: 67 Skipped: 44



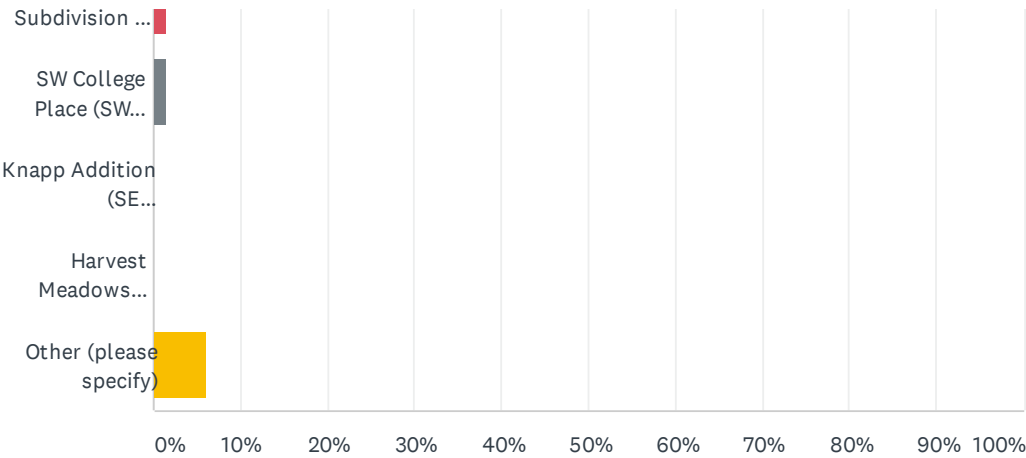
ANSWER CHOICES	RESPONSES	
Asian	0.00%	0
Black or African American	2.99%	2
Hispanic or Latino	11.94%	8
Middle Eastern or North African	0.00%	0
Multiracial or Multiethnic	5.97%	4
Native American or Alaska Native	0.00%	0
Native Hawaiian or other Pacific Islander	0.00%	0
White	77.61%	52
Another race or ethnicity, please describe below	1.49%	1
TOTAL		67

Q22 What neighborhood do you reside in within the City?

Answered: 67 Skipped: 44



City of College Place: Strategic Plan Update Survey



City of College Place: Strategic Plan Update Survey

ANSWER CHOICES	RESPONSES	
College Place #2 Subdivision (SE 4th, SE Larch, SE 12th, and S College Ave)	11.94%	8
College Place #1 Subdivision/Walla Walla University (Whitman Dr, SE Date Ave, SE 4th, SW Davis Ave)	2.99%	2
Near West College Place (Whitman Drive, SW Davis, SW 4th, SW Academy Way)	5.97%	4
Homestead Subdivision (Whitman Drive, SW Doans, SW Julia, SW Homestead)	10.45%	7
Whitman PUD (Whitman Drive, SE Larch, SE 4th, SE Date)	17.91%	12
Highland Park Subdivision (Highland Park, Davin)	7.46%	5
East College Place (NE C Street, NE Myra Rd, SE Tamarack, SE/NE Larch)	2.99%	2
Tremont Area (Whitman Drive, NE C Street, NE Larch, N College Ave)	4.48%	3
Northern College Place (NE C Street, N College Ave, NE Rose St, NE Myra Rd)	2.99%	2
Sunset Villa (NE Rose St, NE Dawson, NE Electric, NE Myra)	2.99%	2
NW College Place (College Avenue, Whitman Drive, NW Hussey, NW Blalock)	2.99%	2
West College Place (SW 4th, College Ave, SW Mojonier, SW Grandview)	4.48%	3
Villages at Garrison Creek Subdivision	2.99%	2
Garrison Creek Heights Subdivision	7.46%	5
Autumn Meadows Subdivision	0.00%	0
Country Estates Subdivision	0.00%	0
ScenicView Hill (SE 12th, SE Larch, SE Sunny, College Ave)	1.49%	1
Sherburne Estates	1.49%	1
Cedar Bend Subdivision (SE Lamperti, SE Meadowbrook, SR 125, College Ave)	1.49%	1
SW College Place (SW Mojonier, College Ave, Old Milton Hwy, SW Teal Rd)	1.49%	1
Knapp Addition (SE Independence, Constitution, Colonial, Justice)	0.00%	0
Harvest Meadows Subdivision (SE Larch, SE Harvest Meadows, SE Bliss Ln)	0.00%	0
Other (please specify)	5.97%	4
TOTAL		67

City of College Place

Strategic Plan, 2017-2026



Where small-town living and learning meet

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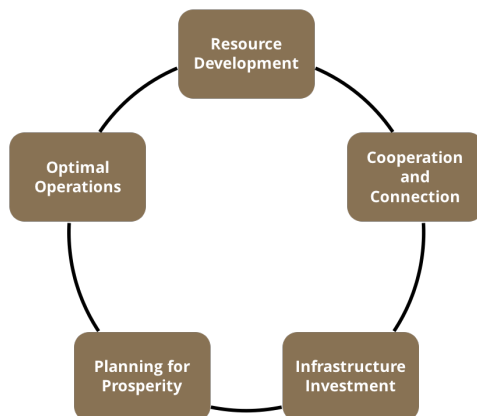
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Introduction

The College Place Strategic Plan was developed in 2017 by listening to the community about its aspirations. Through surveys, focus groups and one-on-conversations a picture developed for the City's current position and where it wants to be. What emerges is a picture beyond annual budgeting processes to a vision for what the City could be in 2027.

This vision together with the City's core values provide a compass. The Strategic Plan provides a foundation for prioritizing the use of resources and identifies how the City makes progress toward achieving the community's goals and objectives.

Following vision and values are key areas of activities, called Core Themes. Under each of these themes are goals and objectives laid out over the next decade which set out the work of City Council and Staff.



Objectives are supported by outcomes, the key measure of progress and milestones by year. The Strategic Plan is designed to be updated annually to reflect changing priorities and resources.

Vision

By 2027, College Place is noted for its vibrant downtown with a mix of small businesses and housing that interfaces with Walla Walla University that give residents and a growing tourist trade the feeling of a small town. The City has attracted large-scale commercial development along its most trafficked roads, thus growing its tax base.

Resourceful in the use of finance tools and grant opportunities, the City gets extra value from every dollar of local taxes. Resources support a staff of dedicated, competent employees adequate to provide safety and responsiveness. Deferred maintenance is a thing of the past as depreciation is funded and cash reserves prepare the city to pursue opportunities without excess risk.

Mutual respect is shared between the City Council, residents, and staff. Residents, retirees, students, professionals, and young families feel safe; they know their neighbors and many of the city employees by name. Citizens are engaged and knowledgeable of the affairs of the City due to the character of staff and the quality, timeliness, and context through which information is shared; cooperation is a community norm. Volunteerism is high across the commissions of the City.

People circulate easily irrespective of mode, whether car, foot or bike; a system of sidewalks and trails make foot traffic a preferred method to get around town. The community turns out regularly for the events calendared throughout the year, co-hosted in partnership with the municipality and institutions such as: businesses, volunteer organizations, College Place Public Schools, Rogers School, Walla Walla Valley Academy, and Walla Walla University.

Values

In its expression of civic leadership and service, Council and staff hold these core values.

Open and Honest

The City is transparent and fair in its dealings. It is plain spoken in its communication. The City is engaged with its citizens in two-way communication and desires an aware and informed citizenry. The municipality is accountable for its actions and choices.

Cooperation

College Place works well with others and values mutually-beneficial outcomes for the City and its partners.

Respect

The City fosters respect between its Council and staff, Citizens, neighbors, its natural resources and built environment, its resident businesses to bind College Place into a sustainable and prosperous community. The City honors its heritage.

Service

The City exists to provide services to its constituents. It is an organized, learning organization that makes data-driven decisions. It's employees and Council are empathetic and humble.

Diversity

The City recognizes differences between people and values these differences as an asset. College Place fosters an environment where individuals find safety, dignity, and acceptance.

Resource Development

To maintain its comparative advantage as a municipal government, College Place pursues new revenue streams not from increasing property tax rates, but from increasing local valuation through new commercial and residential development, while supporting not impeding development.

Goals and Objectives

1. The City develops and deploys a written Economic Development strategy to guide expansion of the commercial tax base.
 - a. Land is identified for commercial and residential development. (Planning)
 - b. Lodging development is pursued including the feasibility of meeting space. (Administrator)
 - c. A diversity of housing options is pursued including single-family, apartments, duplexes, condos, manufactured homes, accessory dwelling units and mixed-use. (Planning)
 - d. The City pursues a big box/chain retail development. (Administrator)
2. Downtown develops as a mixed-use zone with design standards that offer the developer a menu of possibilities rooted in a "main street" character.
 - a. Business opportunities are developed with a focus on local residents so that the local economy and indigenous wealth grows. (Economic Development Commission)
 - b. The inventory of mixed-use buildings in the downtown core increases. (Economic Development Commission)
 - c. Parking lots are developed in the downtown core close to College Avenue. (Planning)
3. The City develops a venture with the Port of Walla Walla to develop incubator properties in the community, ideally near and in association with Walla Walla University. (Mayor)
4. The City pursues [change to countywide planning policies](#), urban growth expansion and an infill strategy. (Planning)
5. The City develops tourism opportunities with its partners including Visit Walla Walla, Walla Walla University, Walla Walla Valley Chamber of Commerce, and local service businesses.

Timeline and Outcomes

Year	Activity	Result
2018	1-a: 1-c: 2-a: 2-b: 4:	The land inventory is updated. Housing chapter adopted in Comprehensive Plan. The number of business starts on and near College Ave. are tracked and reported to Council at least annually. The number of mixed-use properties on and near College Ave. are tracked and reported to Council at least annually. Urban Growth Area is redefined with an incorporated infill strategy that includes adding County property to the City Limits.
2019	1-a: 1-b: 1-c: 2-a: 2-b:	The land inventory is updated. Ground breaks on a lodging property development Housing Chapter action plan is reviewed. The number of business starts on and near College Ave. are tracked and reported to Council at least annually. The number of mixed-use properties on and near College Ave. are tracked and reported to Council at least annually.
2020	1-a: 1-c: 1-d: 2-a: 2-b:	The land inventory is updated. Housing Chapter action plan is reviewed. Signed commitment from a new big-box store. The number of business starts on and near College Ave. are tracked and reported to Council at least annually. The number of mixed-use properties on and near College Ave. are tracked and reported to Council at least annually.
2021	1-a. 1-a 1-b 1-c 1-c 1-c 1-d 2-a. 2-b. 3 4 5	The land inventory is updated. Figure out land use game plan for Martin Airfield site. City attempts to recourt lodging operators/developers for Whitman or Meadowbrook areas Countywide Housing Needs Assessment is Completed and Accepted by City Council City participates in formation of Common Roots Land Trust Housing Chapter action plan is reviewed. City petitions state to pursue Tax Increment Financing in key areas of town. The number of business starts on and near College Ave. are tracked and reported to Council at least annually. The number of mixed-use properties on and near College Ave. are tracked and reported to Council at least annually. City working on Flex Space Assessment with CERB Grant Countywide Planning Policies are reviewed Continued Joint marketing effort with Visit Walla Walla. Work with Downtown WW Foundation, City of WW, and others on Creative District designation.
2022	1-a. 1-a 1-b 1-c. 1-c 1-d 1-d 2-a. 2-b.	The land inventory is updated. Work with owner of Martin Airfield on Zoning designation and get it finalized. Work with lodging developer to finalize deal to establish facility in College Place. Housing Chapter action plan is reviewed. City works with Common Roots Land Trust, BMAC, And Housing Authority on development of Affordable Housing Courting big boxes for Whitman Drive (Price Property) and Stone Creek development areas. State and other taxing agencies allow us to establish TIF covering key commercial areas in town. The number of business starts on and near College Ave. are tracked and reported to Council at least annually. The number of mixed-use properties on and near College Ave. are tracked and reported to Council at least annually.

	3. City work on identifying key components of flex space as well as partners. Secure land and financing for it. 4. Updated Countywide Planning Policies are adopted. 5. Continued joint marketing effort with Visit Walla Walla 5. Region gets accepted by Arts Washington as a Creative District.
2023	1-a. The land inventory is updated. 1-b. Ground breaks on lodging property development 1-c. City works with Common Roots Land Trust, BMAC, and Housing Authority on development of Affordable Housing. 1-c. Housing Chapter action plan is reviewed. 1-d. Commercial big box development opens. 2-a. The number of business starts on and near College Ave. are tracked and reported to Council at least annually. 2-b. The number of mixed-use properties on and near College Ave. are tracked and reported to Council at least annually. 3. City and/or partners begin work on engineering/architecture work for Flex Building 4. County opens up urban growth boundary adjustment process. Work on adjustment. Conduct and adopt residential and commercial building land capacity inventories. 5. Continued joint marketing effort with Visit Walla Walla
2024	1-a. The land inventory is updated. 1-a. Martin Airfield land use designation is finalized. 1-b. Lodging development opens. 1-c. Housing Chapter action plan is reviewed. 1-c. City works with Common Roots Land Trust, BMAC, and Housing Authority on development of Affordable Housing. 1-d. Big-box store opens. 2-a. The number of business starts on and near College Ave. are tracked and reported to Council at least annually. 2-b. The number of mixed-use properties on and near College Ave. are tracked and reported to Council at least annually. 3. City and/or partners begin construction on Flex facility. 4. Amended Urban Growth Area is accepted by Walla Walla County. 5. Continued joint marketing effort with Visit Walla Walla.
2025	1-a. The land inventory is updated. 1-c. Housing Chapter action plan is reviewed. 1-c. City works with Common Roots Land Trust, BMAC, and Housing Authority on development of Affordable Housing 1-d. Attract pad retail and hospitality establishments near new big boxes. 2-a. The number of business starts on and near College Ave. are tracked and reported to Council at least annually. 2-b. The number of mixed-use properties on and near College Ave. are tracked and reported to Council at least annually. 3. A facility with flexible space is planned with sustainable funding. City & partners Flex Space is under construction. 5. Continued joint marketing effort with Visit Walla Walla.
2026	1-a. The land inventory is updated. 1-c. Housing Chapter action plan is reviewed. 1-c. City works with Common Roots Land Trust, BMAC, and Housing Authority on development of Affordable Housing 1-d. Attract pad retail and hospitality establishments near new big boxes. 2-a. The number of business starts on and near College Ave. are tracked and reported to Council at least annually. 2-b. The number of mixed-use properties on and near College Ave. are tracked and reported to Council at least annually. 2-c. A plan for parking lot development is complete. 3. City & partners Flex Space is complete. 5. Continued joint marketing effort with Visit Walla Walla.

Cooperation and Connection

The City values connection with its residents and to its heritage. The City strives for win-win outcomes in relationships and partnerships internally and externally. The City's residents value connection to each other, which the City fosters and grows.

Goals and Objectives

1. Create annual community events
 - a. Identify opportunity for specific College Place events that are tied to Walla Walla University, Adventist Schools, or College Place Public Schools activities like Alumni Weekend and graduations. (Economic Development Commission)
 - b. Create events which draw visitors from neighboring communities and regions. (Economic Development Commission)
2. The City's outreach program effectively reaches all of its population.
 - a. Develop a City Brand guidelines (Administrator)
 - b. Students are actively involved in College Place City Council meetings and Council is involved at schools. (Council)
 - c. The City increases the use and effectiveness of social media channels that are used by stakeholders. (Departmental Social Media Managers)
 - d. The City maintains an active release of news to local media outlets for regularly occurring items and crisis communication. (~~Administrator~~[City Administrator & Departmental PIO's](#))
 - e. School events are promoted to the Community. (~~Finance~~[Departmental Social Media Managers](#))
3. The City explores the feasibility of a multi-use community center. (Parks, Arbor & Recreation Commission)
4. The City shares leadership with its residents through volunteer service on Commissions, as follows. (~~Human Resources~~[City Clerk & Human Resources](#))
 - a. Planning Commission
 - b. Historic Preservation Commission
 - c. Civil Service Commission
 - d. Economic Development, Tourism, and Events Commission
 - e. [Parks, Arbor, and Recreation Board](#)
 - f. [Utilities & Transportation Advisory Commission](#)

[g. Diversity & Inclusion Advisory Board](#)

[e-h. Youth Advisory Commission](#)

5. Walla Walla University and City of College Place staff and administration participate on each other's boards and commissions in order to mutually aid their missions. (Mayor)

6. College Place builds and fosters interlocal partnerships in the following areas. (Mayor and Administrator)

a. Utilities

b. Bidding on joint construction projects

c. Library

d. Court

e. Information Technology

f. Emergency Management

g. School security

[h. Park and Recreation programs](#)

[i. Police Training \(Ex: Regional Shooting Range\)](#)

[j. Fire Training \(Ex: Fire Training Tower\)](#)

[k. Economic Development](#)

[l. Broadband](#)

[h-m. Housing](#)

Timeline and Outcomes

Year	Activity	Result
2018	1- 2-a- 2-e- 4- 6-	One College Place event is calendared in association with a key partner. Brand guidelines are adopted by Council including logo, seal, fonts, etc. Staff provides social media report to Council highlighting channels, number of followers and number of posts. Administrator presents annual report of news coverage and reporting. School event information is included in utility statement mailings. All Commissions are fully appointed with local residents by Council who also monitor calendaring of commission meetings. The number of interlocal agreements increases.
2019	1-b- 3-b- 2-e- 4-	Lead sponsor is secured for community event. Youth attend at least half of the Council's meetings. Staff provides social media report to Council highlighting channels, number of followers and number of posts. Administrator presents annual report of news coverage and reporting. School event information is included in utility statement mailings. All Commissions are fully appointed with local residents by Council who also monitor calendaring of commission meetings.

	5. 6.	Representatives from each entity sits on the others boards and commissions The number of interlocal agreements increases.
2020	2-e. 3. 4. 6.	Staff provides social media report to Council highlighting channels, number of followers and number of posts. Administrator presents annual report of news coverage and reporting. School event information is included in utility statement mailings. City has a designated community center. All Commissions are fully appointed with local residents by Council who also monitor calendaring of commission meetings. The number of interlocal agreements increases.
2021	2. 2-d 2-e. 4. 6. 6-f 6-h 6-l 6-m	Staff provides social media report to Council highlighting channels, number of followers and number of posts. Administrator presents annual report of news coverage and reporting. School event information is included in utility statement mailings. All Commissions are fully appointed with local residents by Council who also monitor calendaring of commission meetings. The number of interlocal agreements increases. Work with County and other partners to secure grant funds to move Emergency Management. City & partners establish youth recreation programming. City partners with area agencies to pursue grant funding for regional public dark fiber system. Common Roots Land Trust officially forms.
2022	1-a. 1-b. 2-c. 2-d. 2-e. 4. 6. 6-h. 6-i. 6-j. 6-l 6-m.	Work to bring back Block Party or similar event in which University, Public Schools, Private Schools, and Library can partner. Partner with City of Walla Walla to bring regional events (Music Festivals, etc) here to the Valley. Staff provides social media report to Council highlighting channels, number of followers and number of posts. Administrator presents annual report of news coverage and reporting. School event information is included in utility statement mailings. All Commissions are fully appointed with local residents by Council who also monitor calendaring of commission meetings. The number of interlocal agreements increases. Youth recreation programming grows. Regional Police Shooting Range facility is complete. Regional Fire Training Tower is under construction. City and partners secure funding for publicly owned dark-fiber system. Begin engineering. First property for Common Roots to possess affordable housing on is sighted.
2023	2-c 2-d 2-e. 4. 6. 6-f. 6-h. 6-j. 6-l 6-m.	Staff provides social media report to Council highlighting channels, number of followers and number of posts. Administrator presents annual report of news coverage and reporting. School event information is included in utility statement mailings. All Commissions are fully appointed with local residents by Council who also monitor calendaring of commission meetings. The number of interlocal agreements increases. Emergency Management is at new, safe, secure location. Youth recreation programming grows. Regional fire training tower is fully constructed and operational. City and partners wrap up engineering and begin construction of publicly owned dark fiber system. Increase in affordable housing development through land trust, BMAC, and Housing Authority.
2024	2-c. 2-d. 2-e. 4. 6.	Staff provides social media report to Council highlighting channels, number of followers and number of posts. Administrator presents annual report of news coverage and reporting. School event information is included in utility statement mailings. All Commissions are fully appointed with local residents by Council who also monitor calendaring of commission meetings. The number of interlocal agreements increases.

	6-h. 6-l. 6-m.	Youth Recreation Programming offerings grows. Construction of publicly owned dark fiber system wraps. Is ready to be leased and lit. Increase in affordable housing development through land trust, BMAC, and Housing Authority.
2025	2-c. 2-d. 2-e. 4. 6. 6-h. 6-l. 6-m.	Staff provides social media report to Council highlighting channels, number of followers and number of posts. Administrator presents annual report of news coverage and reporting. School event information is included in utility statement mailings. All Commissions are fully appointed with local residents by Council who also monitor calendaring of commission meetings. The number of interlocal agreements increases. Youth Recreation Programming offerings grows. Number of internet providers increases and monthly cost of internet decreases. Increase in affordable housing development through land trust, BMAC, and Housing Authority.
2026	2-c. 2-d. 2-e. 4. 6. 6-h. 6-l. 6-m.	Staff provides social media report to Council highlighting channels, number of followers and number of posts. Administrator presents annual report of news coverage and reporting. School event information is included in utility statement mailings. All Commissions are fully appointed with local residents by Council who also monitor calendaring of commission meetings. The number of interlocal agreements increases. Youth Recreation Programming offerings grows. Number of internet providers increases and monthly cost of internet decreases Increase in affordable housing development through land trust, BMAC, and Housing Authority.

Infrastructure Investment

A healthy and vital College Place requires new and renewing investments above and below ground. Residents expect and receive reliable and safe services from these investments.

Goals and Objectives

1. The City ~~develops~~~~aspires to attain a~~ fully-funded storm water utility [via a combination of utility rates and external grants.](#) (~~Engineer~~Public Works/On-Call Engineer)
2. ~~The City Council provides adequate budget to allow the staff to supply water to all residents within the City limits.~~The City has a fully-funded drinking water utility [via a combination of utility rates and external grants.](#) (Public Works)
 - a. Water treatment infrastructure is replaced in the next ten years (Public Works)
 - [b. Water rights and water availability are secured.](#) (Public Works)
 - [c. A conservation program is developed and in place to a point where the aquifer is recharging](#) (Public Works).
 - [d. Explore consolidation with neighboring irrigation districts](#) (Public Works).

-
- ~~b.e.~~ The City will monitor closely aquifer levels and develop conservation programs, additional water acquisition infrastructure as needed.
3. The City has a fully-funded wastewater utility via a combination of utility rates and external grants. (Public Works)
- a. The City has a plan to replace aging collection system. (Public Works
- ~~a.b.~~ The City has a plan in place to finance the Wastewater Treatment Plan improvements mandated by the State Department of Ecology by the end of 2023 for Phase 1.
- ~~b.~~ The aquifer is recharging. (Public Works)
4. All local streets are refurbished and/or rebuilt.
- a. The Transportation Benefit District has a funding mechanism that begins to fund renewal. (Administrator)
- b. There are sidewalks, bike lanes and sharrows where practicable, preserving character of historic neighborhoods. (Planning)
- c. Fully-controlled intersections are constructed at important crossings. (Engineering)
- d. LED Street lights expands LED Street lights throughout the City. (EngineeringPublic Works)
5. Working with partners, the City promotes sustainability and conservation in the use of renewable resources, such as facilitating solar array installation on roofs and walls. (Planning)
6. ~~Development regulations integrate smart growth~~Revise development regulations to further incorporate community needs and smart growth principles and form-based zoning. (Planning)
7. The City provides internet access as key infrastructure. (Mayor and Administrator)
- a. Community-wide Wi-Fi improves access to internet.
- b. Fiber cable is installed wherever development occurs.
- ~~b.8.~~ The City works with partners to develop a true recycling program.

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Timeline and Outcomes

Year	Activity	Result
2018	5.	The linear feet of wastewater pipe replaced is reported to Council (Add to each year) Comprehensive Plan has chapter on sustainability.
2019	3-b. 5. 5. 5.	Water rights are secured sufficient to meet projected demand beyond 2034. A new right and two new wells are online. The linear feet of wastewater pipe replaced or relined is reported to Council. The linear feet of water lines replaced or relined is reported to Council. The linear feet of stormwater lines replaced or relined is reported to Council.
2020	4. 5. 5. 5. 6.	A street and sidewalk condition assessment is completed that includes criteria for prioritizing projects. The linear feet of wastewater pipe replaced or relined is reported to Council. The linear feet of water lines replaced or relined is reported to Council. The linear feet of stormwater lines replaced or relined is reported to Council. Development regulations revisions include smart growth and form-based zoning.
2021	1. 5. 5. 5. 1. 2. 2. 3. 3. 4. 4b. 7.	Storm water utility is fully funded, developed and staffed. The linear feet of wastewater pipe replaced or relined is reported to Council. The linear feet of water lines replaced or relined is reported to Council. The linear feet of stormwater lines replaced or relined is reported to Council. The linear feet of stormwater lines replaced or relined is reported to Council. The linear feet of water lines replaced or relined is reported to Council. Energy costs related to increased number and better utilization of drinking water wells reported to Council. The linear feet of wastewater pipe replaced or relined is reported to Council. Southwest Wastewater Trunk Line is constructed and operational. The linear feet of roadway refurbished or rebuilt is reported to Council. The linear feet of sidewalk refurbished or rebuilt is reported to Council. The linear feet of dark fiber constructed is reported to Council
2022	3-c. 5. 5. 5. -1. 1. 2. 3. 3. 4. 4a. 4b. 7. 8.	LED lights power all City street lights The linear feet of wastewater pipe replaced or relined is reported to Council. The linear feet of water lines replaced or relined is reported to Council. The linear feet of stormwater lines replaced or relined is reported to Council. The linear feet of stormwater lines replaced or relined is reported to Council. The linear feet of water lines replaced or relined is reported to Council. Energy costs related to increased number and better utilization of drinking water wells reported to Council. The linear feet of wastewater pipe replaced or relined is reported to Council. Construction begins at Wastewater Treatment Plant /Amount of Sewage treated at WTP The linear feet of roadway refurbished or rebuilt is reported to Council. Council begins identification of financing strategies for Transportation Benefit District. The linear feet of sidewalk refurbished or rebuilt is reported to Council. The linear feet of dark fiber constructed is reported to Council Workgroup established to begin figuring out challenges to restarting Recycling program.
2023	5. 5. 5. 7. 1. 2. 2. 3. 3. 4. 4a. 4b.	The linear feet of wastewater pipe replaced or relined is reported to Council. The linear feet of water lines replaced or relined is reported to Council. The linear feet of stormwater lines replaced or relined is reported to Council. Integration strategy with Green Tank Irrigation District. The linear feet of stormwater lines replaced or relined is reported to Council. The linear feet of water lines replaced or relined is reported to Council. Energy costs related to increased number and better utilization of drinking water wells reported to Council. The linear feet of wastewater pipe replaced or relined is reported to Council. Construction concludes at Wastewater Treatment Plant/Amount of Sewage treated at WTP. The linear feet of roadway refurbished or rebuilt is reported to Council. Council selects financing strategy for Transportation Benefit District/is monetized. The linear feet of sidewalk refurbished or rebuilt is reported to Council. The linear feet of dark fiber constructed is reported to Council

	7. 8.	<u>Number of strategies identified by workgroup to deal with Recycling.</u>
2024	4-a. 5. 5. 5. 1. 2. 2. 3. 3. 4. 4b. 7. 8.	Transportation Benefit District is monetized and collects tax revenue. The linear feet of wastewater pipe replaced or relined is reported to Council. The linear feet of water lines replaced or relined is reported to Council. The linear feet of stormwater lines replaced or relined is reported to Council. The linear feet of stormwater lines replaced or relined is reported to Council. The linear feet of water lines replaced or relined is reported to Council. Energy costs related to increased number and better utilization of drinking water wells reported to Council. The linear feet of wastewater pipe replaced or relined is reported to Council. Amount of Sewage treated at WTP. The linear feet of roadway refurbished or rebuilt is reported to Council. The linear feet of sidewalk refurbished or rebuilt is reported to Council. The linear feet of dark fiber constructed is reported to Council <u>Number of strategies identified by workgroup to deal with Recycling.</u>
2025	1. 2. 2. 2. 3. 3. 3. 4. 4b. 5. 5. 5. 7. 8.	<u>The linear feet of stormwater lines replaced or relined is reported to Council.</u> All residents have access to municipal water supply. <u>The linear feet of water lines replaced or relined is reported to Council.</u> <u>Energy costs related to increased number and better utilization of drinking water wells reported to Council.</u> The wastewater utility meets WA Department of Ecology requirements. <u>The linear feet of wastewater pipe replaced or relined is reported to Council.</u> <u>Amount of Sewage treated at WTP.</u> <u>The linear feet of roadway refurbished or rebuilt is reported to Council.</u> <u>The linear feet of sidewalk refurbished or rebuilt is reported to Council.</u> The linear feet of wastewater pipe replaced or relined is reported to Council. The linear feet of water lines replaced or relined is reported to Council. The linear feet of stormwater lines replaced or relined is reported to Council. The linear feet of dark fiber constructed is reported to Council <u>Pilot recycling strategy implemented.</u>
2026	2-a. 7. 5. 5. 5. 8 1. 2. 2. 3. 3. 4. 4b. 7. 8.	Water treatment facilities are current and adequate to future demand. The number and percentage of households with internet access along with top speed are reported to Council. The linear feet of wastewater pipe replaced or relined is reported to Council. The linear feet of water lines replaced or relined is reported to Council. The linear feet of stormwater lines replaced or relined is reported to Council. Aquifer retention: The linear feet of stormwater lines replaced or relined is reported to Council. The linear feet of water lines replaced or relined is reported to Council. Energy costs related to increased number and better utilization of drinking water wells reported to Council. The linear feet of wastewater pipe replaced or relined is reported to Council. Amount of Sewage treated at WTP. The linear feet of roadway refurbished or rebuilt is reported to Council. The linear feet of sidewalk refurbished or rebuilt is reported to Council. The linear feet of dark fiber constructed is reported to Council <u>Recycling program operational/Tons of material recycled.</u>

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Planning for Prosperity

The City uses transparent and accountable planning processes so residents understand how College Place grows and changes. Planning documents are clear with a vision for how to sustainably fund services while maintaining high levels of citizen satisfaction and add to the local population as well as the Urban Growth Area (UGA).

Goals and Objectives

1. The City produces and adopts a Comprehensive Plan
 - a. There is a written redevelopment strategy for the College Avenue corridor. (Planning)
 - b. An historic preservation strategy is developed. (Historic preservation commission)
 - c. The City develops, maintains and funds a sustainable infrastructure replacement plan. (Finance)
The City has a Parks master plan that meets RCO standards and integrates the Blue Mountain Regional Trail Network (Parks, Arbor and Recreation Board)
 - d. The Walla Walla University Master Plan is integrated. (Mayor and Administrator)
2. City government is flexible enough to permit innovation.
 - a. Lean methodologies are applied to continuously improve the City's development processes. (Mayor and Administrator)
 - b. Municipal code is simplified to improve usability. (City Clerk)
3. By 2027, the City will complete its third Comprehensive plan.

Timeline and Outcomes

Year	Activity	Result
2018	1.	Comprehensive Plan includes a chapter on Downtown development.
2019	2. 2.	Report to Council on the number of process improvement groups formed. Number of code revision ordinances passed per year
2020	2.	Report to Council on the number of process improvement groups formed.
2021	2.	Report to Council on the number of process improvement groups formed.
2022	2.	Report to Council on the number of process improvement groups formed. Urban Growth Area reviewed by the Planning Commission and City Council.
2023	2.	Report to Council on the number of process improvement groups formed.

2024	2.	Report to Council on the number of process improvement groups formed.
2025	2.	Report to Council on the number of process improvement groups formed.
2026	2. 3.	Report to Council on the number of process improvement groups formed. Comprehensive Plan development commences.

Optimal Operations

People of high character and capability power successful City operations. The City Council values its staff and sees Human Resources as its greatest asset. Integrating infrastructure and people are systems and tools that are current and people know how to use.

Commented [MR2]: This moved up to first classification level in plan to demonstrate importance. Cannot maintain services without necessary investments into staffing in key departmental areas (Ex: Police, Fire, Public Works)

Goals and Objectives

1. The City is staffed to reflect [nationally state](#)-recognized human resource levels.
 - a. The City Police department is staffed to State governing agency criteria and sustainably funded. (Council)
 - b. The City Fire department is staffed State governing agency criteria and sustainably funded. (Council)
 - c. The City Public Works, [Planning, BuildingCommunity Development](#), and [EngineeringPublic Works](#) departments are adequately staffed and sustainably funded. (Council)
 - ~~e-d.~~ [The City Finance, Clerk, and Human Resource Departments are adequately staffed and sustainably funded \(Council\).](#)
2. The City constructs new and modifies existing City facilities based on nationally-recognized standards. ([EngineeringPublic Works](#))
3. The City has a robust Human Resource function.
 - a. Staff have opportunities for professional development and training. (Human resources)
 - b. The City is prepared for succession in key leadership positions. (Human Resources)
 - c. A learning culture is fostered. (Mayor and administrator)
- [4.](#) GIS is used for comparative advantage and municipal leadership. (Administrator)
- [4.5.](#) [Technology is employed when increasing staff efficiency \(Administrator\).](#)

Timeline and Outcomes

Year	Activity	Result
2018	3-a. 4.	Number of professional training classes conducted and attended are reported annually. Total number of GIS uses reported.
2019	1. 3-a. 4.	Incremental changes in staffing levels Number of professional training classes conducted and attended are reported annually. Total number of GIS uses reported.
2020	1. 3-a. 4.	Incremental changes in staffing levels Number of professional training classes conducted and attended are reported annually. Total number of GIS uses reported.
2021	1. 2. 3-a. 4.	Incremental changes in staffing levels Capital facility plan recognizes changing space and use requirements for City services. Number of professional training classes conducted and attended are reported annually. Total number of GIS uses reported.
2022	1. 3-a. 4.	Incremental changes in staffing levels Number of professional training classes conducted and attended are reported annually. Total number of GIS uses reported.
2023	1. 3-a. 4.	Incremental changes in staffing levels Number of professional training classes conducted and attended are reported annually. Total number of GIS uses reported.
2024	1. 3-a. 4.	Incremental changes in staffing levels Number of professional training classes conducted and attended are reported annually. Total number of GIS uses reported.
2025	1. 3-a. 4.	Incremental changes in staffing levels Number of professional training classes conducted and attended are reported annually. Total number of GIS uses reported.
2026	1. 3-a. 4.	Incremental changes in staffing levels Number of professional training classes conducted and attended are reported annually. Total number of GIS uses reported.

Summary

Commented [MR3]: Plan is already brief. Don't need to regurgitate everything.

Resource Development

1. The City develops and deploys a written Economic Development strategy to guide expansion of the commercial tax base.
 - a. Land is identified for commercial and residential development. (Planning)
 - b. Lodging development is pursued including the feasibility of meeting space. (Administrator)

- c. A diversity of housing options is pursued including single family, apartments, duplexes, condos, manufactured homes, accessory dwelling units and mixed use. (Planning)
 - d. The City pursues a big box/chain retail development. (Administrator)
- 2. Downtown develops as a mixed use zone with design standards that offer the developer a menu of possibilities rooted in a "main street" character.
 - a. Business opportunities are developed with a focus on local residents so that the local economy and indigenous wealth grows. (Economic Development Commission)
 - b. The inventory of mixed use buildings in the downtown core increases. (Economic Development Commission)
 - c. Parking lots are developed in the downtown core close to College Avenue. (Planning)
- 3. The City develops a venture with the Port of Walla Walla to develop incubator properties in the community, ideally near and in association with Walla Walla University. (Mayor)
- 4. The City pursues urban growth expansion and an infill strategy. (Planning)
- 5. The City develops tourism opportunities with its partners including Visit Walla Walla, Walla Walla University, Walla Walla Valley Chamber of Commerce, and local service businesses. (Administrator)

Cooperation and Connection

- 1. Create annual community events
 - a. Identify opportunity for specific College Place events that are tied to Walla Walla University, Adventist Schools, or College Place Public Schools activities like Alumni Weekend and graduations. (Economic Development Commission)
 - b. Create events which draw visitors from neighboring communities and regions. (Economic Development Commission)
- 2. The City's outreach program effectively reaches all of its population:
 - a. Develop a City Brand guidelines (Administrator)
 - b. Students are actively involved in College Place City Council meetings and Council is involved at schools. (Council)
 - c. The City increases the use and effectiveness of social media channels that are used by stakeholders. (Departmental Social Media Managers)
 - d. The City maintains an active release of news to local media outlets for regularly occurring items and crisis communication. (Administrator)
 - e. School events are promoted to the Community. (Finance)
- 3. The City explores the feasibility of a multi-use community center. (Parks, Arbor & Recreation Commission)
- 4. The City shares leadership with its residents through volunteer service on Commissions, as follows. (Human Resources)
 - a. Planning Commission
 - b. Historic Preservation Commission
 - c. Civil Service Commission
 - d. Economic Development, Tourism, and Events Commission
 - e. Parks, Arbor, and Recreation Board

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5. ~~Walla Walla University and City of College Place staff and administration participate on each other's boards and commissions in order to mutually aid their missions. (Mayor)~~
 6. ~~College Place builds and fosters interlocal partnerships in the following areas. (Mayor and Administrator)~~
 - a. ~~Utilities~~
 - b. ~~Bidding on joint construction projects~~
 - c. ~~Library~~
 - d. ~~Court~~
 - e. ~~Information Technology~~
 - f. ~~Emergency Management~~
 - g. ~~School security~~
 - h. ~~Park and Recreation programs~~

Infrastructure Investment

1. ~~The City develops a fully funded storm water utility. (Engineer)~~
2. ~~The City Council provides adequate budget to allow the staff to supply water to all residents within the City limits. (Public Works)~~
 - a. ~~Water treatment infrastructure is replaced in the next ten years (Public Works)~~
 - b. ~~Water rights and water availability are secured. (Public Works)~~
3. ~~The City has a fully fund wastewater utility. (Public Works)~~
 - a. ~~The City has a plan to replace aging collection system. (Public Works)~~
 - b. ~~The aquifer is recharging. (Public Works)~~
4. ~~All local streets are refurbished and/or rebuilt.~~
 - a. ~~The Transportation Benefit District has a funding mechanism that begins to fund renewal. (Administrator)~~
 - b. ~~There are sidewalks, bike lanes and sharrows where practicable, preserving character of historic neighborhoods. (Planning)~~
 - c. ~~Fully controlled intersections are constructed at important crossings. (Engineering)~~
 - d. ~~LED Street lights expands LED Street lights throughout the City. (Engineering)~~
5. ~~Working with partners, the City promotes sustainability and conservation in the use of renewable resources, such as facilitating solar array installation on roofs and walls. (Planning)~~
6. ~~Development regulations integrate smart growth and form based zoning. (Planning)~~
7. ~~The City provides internet access as key infrastructure. (Mayor and Administrator)~~
 - a. ~~Community wide Wi-Fi improves access to internet.~~
 - b. ~~Fiber cable is installed wherever development occurs.~~

Planning for Prosperity

1. ~~The City produces and adopts a Comprehensive Plan~~
 - a. ~~There is a written redevelopment strategy for the College Avenue corridor. (Planning)~~
 - b. ~~An historic preservation strategy is developed. (Historic preservation commission)~~

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- c. ~~The City develops, maintains and funds a sustainable infrastructure replacement plan. (Finance)~~
~~The City has a Parks master plan that meets RCO standards and integrates the Blue Mountain Regional Trail Network (Parks, Arbor and Recreation Board)~~
 - d. ~~The Walla Walla University Master Plan is integrated. (Mayor and Administrator)~~
 - 2. ~~City government is flexible enough to permit innovation.~~
 - a. ~~Lean methodologies are applied to continuously improve the City's development processes. (Mayor and Administrator)~~
 - b. ~~Municipal code is simplified to improve usability. (City Clerk)~~
 - 3. ~~By 2027, the City will complete its third Comprehensive plan.~~

Optimal Operations

- 1. ~~The City is staffed to reflect nationally recognized human resource levels.~~
 - a. ~~The City Police department is staffed to State governing agency criteria and sustainably funded. (Council)~~
 - b. ~~The City Fire department is staffed State governing agency criteria and sustainably funded. (Council)~~
 - c. ~~The City Public Works, Planning, Building, and Engineering departments are adequately staffed and sustainably funded. (Council)~~
- 2. ~~The City constructs new and modifies existing City facilities based on nationally recognized standards. (Engineering)~~
- 3. ~~The City has a robust Human Resource function.~~
 - a. ~~Staff have opportunities for professional development and training. (Human resources)~~
 - b. ~~The City is prepared for succession in key leadership positions. (Human Resources)~~
 - c. ~~A learning culture is fostered. (Mayor and administrator)~~
- 4. ~~GIS is used for comparative advantage and municipal leadership. (Administrator)~~

Revising the Plan

The plan will be reviewed and updated annually. Recommendations for any interim changes to the plan should address the following questions:

- Why should the changes be made?
- What specific changes should be made, including to areas, goals, objectives, strategies timelines and responsibilities?

City of College Place, Washington

ORDINANCE NO. 21-xxx

AN ORDINANCE AUTHORIZING THE ADOPTION OF UPDATES TO THE COLLEGE PLACE STRATEGIC PLAN (2017 TO 2026).

WHEREAS, the City of College Place is a non-charter code city entitled to the privileges and provisions of RCW 35A; and

WHEREAS, Strategic Plans need to be periodically reviewed so it remains fresh and is useful to city staff in day –to-day operations of the City; and

WHEREAS, the plan was reviewed by city staff and various advisory boards and commissions to ensure content remains pertinent to city operations; and

NOW THEREFORE, THE CITY OF COLLEGE PLACE ORDAINS AS FOLLOWS

Section 1 – Update the hyperlink to the updated Strategic Plan attached as Exhibit 2 of this packet in College Place Municipal Code 2.10.10 – Strategic Plan Adoption.

Section 2: Severability. That if any section, subsection, clause, or phrase of this legislation is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance. The City of College Place, Washington hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 3: Clerical Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. Effective Date. That this law and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect five (5) days from and after date of its final passage and adoption.

ADOPTED at a regular meeting of the City Council of the City of College Place, Washington held on the 22nd day of June, 2021.

Norma L. Hernandez, Mayor

Attest:

Lisa R. Neissl, City Clerk

Approved as to form:

Rea Culwell, City Attorney