

Tuesday, September 13, 2022
City Council Meeting - Hybrid (In-Person & Electronic)

7:00 P.M.

2103rd Regular City Council Meeting - Hybrid (In-Person & Electronic)

In-Person at City Hall, 625 S College Avenue, College Place Washington

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

Zoom Attendee Link: <https://us06web.zoom.us/j/89127142385>

Or you may call this number to listen: 1-669-900-9128 ID# 891 2714 2385 Phone controls: *6 - toggle mute/un-mute and *9 - raise hand

1. Opening Items.

Subject :	1.01 Call To Order
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor Hernández will call the meeting to order.

Subject :	1.02 Roll Call
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor Norma L. Hernández

Paul T. Jessup,

Michael Cleveland,

Tito Espinoza Jr.,

Council Members Loren Peterson,

Melodie Williams,
Heather Schermann,
Monica Boyle

Administrator, Mike Rizzitiello;
City Attorney, Rea Culwell
Finance Director, Brian Carleton;
Public Works Director, Robert McAndrews;

Staff Police Chief, Troy Tomaras;
Fire Chief, David Winter;
Community Development Director, Jon Rickard;
HR Manager, Shawn Doering;
City Clerk, Sherri St. Clair

Subject : 1.03 Pledge of Allegiance
Meeting : Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category : 1. 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 : 1.04 Public Comment -
Meeting : Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category : 1. 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.

Meeting Protocol for Public Comment:

When submitting public comments, include the following information regardless of the manner you are using: Note that there are deadlines for written comments to be included in the meeting documents.

- Your Name
- Your Address

Written Public comments may be provided by submitting comment to Clerk@cpwa.us no later than 4:30 PM on the meeting date to be included in the record. (If typewritten, no less than 11 pt font).

Verbal Public Comments may be made during the meeting:

- In-person at the meeting location - provided at the beginning of each agenda.
- Telephone comment - Call 1-669-900-9128, entering the meeting ID (provided at beginning of agenda) and raise your hand (*9 to raise hand, *6 to mute/un-mute) when comments are requested.
- Virtual comment - Join using the Zoom Attendee link (provided at beginning of agenda) and raise your hand when comments are requested.

Once recognized, you will have five minutes to speak on any subject that is under the control of the Council.

File Attachments

[It is SO EASY to participate in public meetings!.png \(224 KB\)](#)

2. Consent Agenda.

Subject :	2.01 AB 22184 - Approve Agenda for September 13, 2022
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. 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 :	2.02 AB 22185 - Approve Council Minutes from August 23, 2022
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)

Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes
Minutes :	View Minutes for Aug 23, 2022 - City Council Meeting - Hybrid (In-Person & Electro

File Attachments

[2022-08-23_Council_Minutes_Draft_BoardDocs® LT Plus.pdf \(698 KB\)](#)

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 :	2.03 AB 22186 - Approve Joint Council Workshop Minutes from August 22, 2022
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes
Minutes :	View Minutes for Aug 22, 2022 - City Council Joint Workshop - College Place & Wall

File Attachments

[2022-08-22_Joint_Council_Workshop_Minutes_Draft.pdf \(735 KB\)](#)

Consent

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Subject :	2.04 AB 22187 - Approve Council Workshop Minutes from September 6, 2022
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public

Type : Action (Consent), Minutes
Minutes : [View Minutes](#) for Sep 6, 2022 - City Council Workshop
- Hybrid (In-Person & Electr

File Attachments

[2022-09-06_Council_Workshop_Minutes_Draft_BoardDocs® LT Plus.pdf \(709 KB\)](#)

Consent

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Subject : 2.05 AB 22188 - City Hall Renovation - Meier
Architecture - Phase 2 Compensation Expenditure
Meeting : Sep 13, 2022 - City Council Meeting - Hybrid (In-Person
& Electronic)
Category : 2. Consent Agenda.
Access : Public
Type : Action (Consent)

Public Content

Historical Perspective:

Council approved the Meier contract in October 2021 which included two phases. Phase 1 compensation in the amount of \$150,000 and Phase 2 compensation in the amount of \$92,000. While the contract was approved for both, only \$150,000 was authorized at that time.

Information for Consideration:

Phase 1 Compensation of the Meier contract was in the amount not to exceed \$150,000. Now that Phase 1 is under contract for construction with Nelson Construction, Phase 2 design for the jail cell remodel and northeast office expansion needs to get started. Phase 2 Compensation in the Meier contract was not authorized back in October 2021. Staff is requesting the authorization to begin the final design, bidding services, and construction administration services.

In August, Mr. Rizzitiello approved Addendum 1 to Agreement for Services in the amount of \$6,000.00 for conceptual drawings for a 1,800 square foot addition to the west for additional office space, hence the expenditure required is \$98,000.

Once Addendum 1 conceptual drawings are completed, staff will bring back to Council, Addendum 2 that will include final design services for the west addition.

File Attachments

[Meier_Engineering_Council_AV-City_Hall_Renovation_Addendum_1-Task-3_New_Building_Addition_2022-08-19.pdf \(848 KB\)](#)
[Meier.P21-0217_A-E_Agreement.pdf \(6,731 KB\)](#)

Consent

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Subject :	2.06 AB 22189 - Annual Update to Payroll Allocation Policy & Procedures
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)

Public Content

Historical Perspective:

Payroll Allocation Policy & Procedures last approved in 2021.

Information for Consideration:

Council approved creation of an ambulance utility in early 2022, this update is to include that fund in the allocation split for employees that are impacted by the utility. The other previously council approved change is the job title change to Stormwater Program/Permit Coordinator, which eliminates allocation to the engineering department.

File Attachments

[Payroll Allocation Plan 2022 - REDLINED for 2023.pdf \(634 KB\)](#)
[Payroll Allocation Plan 2022.pdf \(461 KB\)](#)
[Payroll Allocation Plan 2023.pdf \(460 KB\)](#)

Consent

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Subject :	2.07 AB 22190 - Commission Appointment Confirmation to Youth Advisory Commission for 2022-2023 Academic Term
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Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)

Public Content

Historical Perspective:

Every year the City Council must confirm appointments to the Youth Advisory Commission.

Information for Consideration:

Every year the City Administrator reaches out to the leadership of Walla Walla University, Walla Walla Valley Academy, and College Place High School for student nominations to the Youth Advisory Commission. Each institution gets two representatives on the Commission.

Walla Walla University
- Rebecca Orozco
- Nyasha Taruvinga
- Alternate: Megan Nunnaley

Walla Walla Valley Academy
- Tommy Anderson

Consent

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Subject :	2.08 AB 22191A - Salary Ordinance Update 6
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)

Public Content

Information for Consideration:

Summary of Changes:

After an in-depth review of the essential functions and comparable city compensation of the Public Works Inspector position there is a need to update the job description and salary range.

Administration is requesting that the hiring bonus section be updated to include a retention bonus to assist in retaining employees in the current job market.

The Public Employees Bargaining Agreement authorized a .5% increase effective 7/1/2022. The salary ordinance has been updated to reflect this change and employees affected will be back paid for July and August 2022.

File Attachments

[Public Works Inspector Salary Study.pdf \(407 KB\)](#)

[Article 16 Salaries & Wages.pdf \(226 KB\)](#)

[Ord_No_22-014_Salary_Update_6_2022-09-13.pdf \(168 KB\)](#)

Consent

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Subject :	2.09 AB 22191B - Public Works Inspector Job Description
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)

Public Content

See attached.

File Attachments

[Job Description Public Works Inspector Revised 8-2022.pdf \(210 KB\)](#)

Consent

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Subject :	2.10 AB 22192 - Update Authorized Bank Signers
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Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)

Public Content

Information for Consideration:

This resolution is to update the authorized bank signers. The former City Clerk, Lisa Neissl, would be removed and the new City Clerk, Sherri St. Clair, would be added as an authorized signer.

File Attachments

[Res_No_22-069_Banking_Authorizations_Resolution.pdf \(168 KB\)](#)

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 :	2.11 Excuse Absence of Council Member Schermann and Council Member Williams
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	

Public Content

Historical Perspective:

Information for Consideration:

Subject :	2.12 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
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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 :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. 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.

3. Presentations - None

4. Public Hearings - None

Subject :	4.01 Procedure for Public Testimony
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	4. Public Hearings - None
Access :	Public
Type :	Procedural

Public Content

Hybrid 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 several ways:

Written:

- Testimony may be submitted in writing to the City Clerk at Clerk@cpwa.usno later than 4:00 PM on the Friday before the meeting date to be included in the meeting packet for inclusion in the record. *Be sure to put "public hearing testimony" in the subject line of your email.*

Verbal:

- Live, In-person testimony at the meeting location - provided at the beginning of each agenda.
- Live, Virtual testimony -Join using theZoom Attendee link (provided at beginning of agenda) and raise your hand when comments are requested.
- Live, Telephone testimony - Call1-669-900-9128, entering the meeting ID (provided at beginning of agenda) and raise your hand (*9 to raise hand, *6 to mute/un-mute) when comments are requested.

5. Action Items.

Subject :	5.01 AB 22193 - Abandoned Property and Abandoned Construction Site Regulation - Rea Culwell
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to approve Ordinance #22-015, enacting Abandoned Property; Abandoned Construction Sites Maintenance and Lender Responsibility code chapter and establishing an effective date.

Public Content

Historical Perspective:

After the housing crash of 2008, many jurisdictions were faced with an onslaught of empty residential, commercial and other property, property which was stuck in foreclosure or in which there was very little interest in using or occupying. Governments were without tools to keep squatters and criminals out of vacant properties because to do so required a request from the owner or occupier to trespass people and financial institutions were not responsive to requests to trespass. Also, governments were hindered in abating nuisances on abandoned properties because, again, financial institutions were not necessarily interested in the property and governments found it difficult to pin down who the responsible party was, (owner, lender, developer) as many owners simply walked away from property. In response, the state of Washington provide some statutory relief, but many jurisdictions enacted code to regulate abandoned property.

Information for Consideration:

While it is difficult to imagine a time in College Place when we would see wide-spread abandonment of property or construction, anything is possible and the proposed code would lay the ground work for the City to be able to maintain property nuisance free and safe and hopefully will encourage owners and lenders to take action to prevent abandonment of property and hopefully keep the property in use.

File Attachments

[Abandoned Property Maintenance Ordinance.pdf \(170 KB\)](#)

[Ord_No_22-015_Abandoned_Property_Ordinance_2022-09-13.pdf \(187 KB\)](#)

Subject :	5.02 AB 22194 - Advisory Boards and Commissions General Regulation - Rea Culwell
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-

Person & Electronic)

Category :

5. Action Items.

Access :

Public

Type :

Action

Recommended Action :

Motion to approve Ordinance #22-016, enacting Advisory Groups code, establishing an effective date, and repealing Chapters 2.26 and 2.60.

Public Content

Historical Perspective:

The City has created various advisory boards and commissions; some mandated by grant or by law, others voluntary. All have been created by enacting city code. While some mandatory advisory groups require the City enact code to create and govern the group, others do not. The result is rigid and differing governance and activity between and amongst the groups.

Information for Consideration:

Providing a baseline establishment and regulation of advisory groups should lead to more uniform activity of and efficient staff support for the group. If the City wants to change any aspect of the group such as number of members, member qualification, frequency of meetings and the like, instead of having to go through the process of changing the City code, a group specific policy can be changed, resulting in quicker responsiveness to the City's needs and reduced expense. Many other jurisdictions address advisory groups in this way.

Groups mandated by grants or laws will still need to be codified, (eg UTAC, EDTEC, Parks, Arbor & Recreation et) If Council approves enacting this code, in doing so, it is recommended that non-mandatory groups created by code be repealed at that time.

***Addition since last council meeting: Item placed on workshop to discuss possible changes to advisory group administration, staff/council member involvement, and activities. Included with information packet is current committee assignments.

File Attachments

[Advisory_Groups_Code.pdf \(191 KB\)](#)

[Ord_No_22-016_Advisory_Groups_Ordinance_2022-09-13.pdf \(198 KB\)](#)

Subject :

5.03 AB 22195 - Vacant Property Registration and Maintenance Regulation - Rea Culwell

Meeting :

Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)

Category :

5. Action Items.

Access :

Public

Type :

Action

Recommended Action :

Motion to approve Ordinance #22-017 Vacant Property Registration and Maintenance code chapter and establishing effective date.

Public Content

Historical Perspective:

Until relatively recently, the City required vacant residential property to be registered with CPPD. This afforded the City the information to monitor vacant property for trespassing, criminal activity, and presence of nuisances. With registration, the City could easily identify the owner or other responsible party to contact with any concerns. Also, owners of the property who may not live in the area were kept abreast of any concerns regarding their property, including presence of trespassers or criminal activity. The requirement was removed with the revamping of the City's nuisance regulations.

Information for Consideration:

The proposed code, if enacted, would bring back the registration requirement. Including maintenance requirement in the proposed code chapter provides the public with easily identifiable requirements for vacant properties.

Generally, with code enactment, the City desires to provide the City with appropriate, clear, and enforceable regulations which mirror what the City is actually doing, while also providing the public with notice and clear mandates. In addition to the regulatory and notice purpose of city code, regulations generally influence behavior to the benefit of the public, regardless of whether enforcement occurs.

File Attachments

[Vacant Property Registration & Maintenance Code.pdf \(200 KB\)](#)

[Ord No 22-017 Vacant Property Ordinance 2022-09-13.pdf \(178 KB\)](#)

Subject :	5.04 AB 22196 - Creation of 3.54 One Percent for the Arts Program - Mr. Rizzitiello
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to adopt Ordinance #22-018 which adds Chapter 3.54 - "A One Percent For The Arts Program" to the College Place Municipal Code.

Public Content

Historical Perspective:

This code would earmark 1% for public art in capital projects over \$2 million dollars. This item was introduced at the August 23rd, 2022 City Council meeting.

Information for Consideration:

Such an ordinance can allow public art to be included in budgets for larger public works projects with granting agencies. The proposed code allows for exemptions with projects below \$2 million, completely underground projects, routine maintenance, or legal restrictions. The City of Bellingham, WA and Moscow, Idaho have such a code.

File Attachments

[3.54 One Percent for the Arts Program Code.pdf \(117 KB\)](#)

[Ord_No_22-018_3.54_One_Percent_for_the_Arts_Program_2022-09-13.pdf \(133 KB\)](#)

Subject :	5.05 AB 22197 - Resolution to Contract with PISCES - Mr. Rizzitiello
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to adopt Resolution #22-065 which authorizes City Administrator to sign membership form for the City to join PISCES.

Public Content

Historical Perspective:

The Public Infrastructure Security Cyber Education System (PISCES) is a program that allows smaller municipalities to take advantage of a network monitoring service at no cost to the City. <https://pisces-intl.org/>
This item was introduced at the July 26th, 2022 City Council meeting.

Information for Consideration:

Leveraging college students to monitor our network metadata coming from our network and will be trained with live data. Students must take every issue up with a professional that then approves the notification to our agency, as to reduce false positives.

This is a good opportunity for smaller government agencies to partner with education to produce a stronger security analyst work force.

File Attachments

[Statement of Service Oct 2021 - Pisces INTL.pdf \(107 KB\)](#)

[Res_No_22-065_PISCES_2022-09-13.pdf \(125 KB\)](#)

Subject :	5.06 AB 22198 - Resolution of Support: Port of Walla Walla/Walla Walla County .09 Grant Lions Park - Mr. Rizzitiello
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to approve Resolution #22-066 supporting the City's grant application into the Port .09 Grant Program for Lions Park for \$200,000.

Public Content

Historical Perspective:

The City has been working on the plans for the Lions Park remodel for the last five years in concert with Park Arbor Recreation Board.

Information for Consideration:

This project includes splash pad, walking path, multiuse field, Lions Park pond separation, and more. The City has received many grants including Ecology, Sherwood, RCO YAF, RCO WWRP, RCO LWCF, T-Mobile, and other various funds. The City continues to pursue any and all grants since due to supply chain and inflation costs continue to mount. Final project could run over \$5 million. We will continue to chase down grants to fund the project.

File Attachments

[Final Lions Park flyer_Updated_Inflation.pdf \(361 KB\)](#)

[Res_No_22-066_Port_09_Lions_Park_Grant_Application_Lions_Park_Renovations_2022-09-13.pdf \(128 KB\)](#)

Subject :	5.07 AB 22199 - Resolution of Support for College Place Safe Streets Project Application into the Federal Safe Streets and Roads for All Grant Program - Mr. Rizzitiello
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to adopt Resolution #22-067 which is a Resolution of Support for Federal Department of Transportation Safe Streets and Roads for All Grant Application for University District Complete Streets Project.

Public Content

Historical Perspective:

The College Place City Council adopted #21-018 Capital Facility Plan during the November 23rd 2021 City Council meeting.

Information for Consideration:

The City would like to pursue this grant to implement Complete Streets around the Walla Walla University campus in concert with roadway treatments in the adopted College Place Local Road Safety Plan. The improvements total over \$1.3 million dollars. The University has indicated preliminary support for these improvements. Typically the University donates right-of-way to the City to indicate a local match. Improvements are cited below:

- SE Fourth Street (Dairy Express to Ash): Striping, Overlay, Pedestrian Streetlamps (2)
- SE Ash Avenue (Whitman to Fourth): Striping, Overlay, Pedestrian Streetlamps (7)

- Whitman Drive (Adams to Davis): Pedestrian Streetlamps (6)
- Whitman Drive (Davis to Academy): Right-of-Way Acquisition, New Sidewalk, Pedestrian Streetlamps (7)
- SW Davis (Whitman to Fourth): Striping, Overlay, Pedestrian Streetlamps (7)
- SW Academy Way (Whitman to Fourth): Pedestrian Streetlamps (6)
- Rapid Flashing Beacon and Safety Provisions at College Place Post Office Crosswalk and Whitman & Academy
- Traffic Signal at Garrison Village Way/Fort Walla Walla Park/Myra Rd with City of Walla Walla
- Reconstruction of SW Mojonner Rd (College to Bluvue).

File Attachments

[Res_No_22-067_Federal_DOT_SS4A_Grant_University_District_Complete_Streets.pdf \(149 KB\)](#)
[S4Program_Overview.pdf \(153 KB\)](#)
[WWU_Communications.pdf \(1.032 KB\)](#)
[S4 Grant.JPG \(378 KB\)](#)
[Maps_SWMojonnier.pdf \(1.020 KB\)](#)
[Maps_ProposedWWUArea.pdf \(1.205 KB\)](#)
[Maps_GarrisonVillageWayMyra.pdf \(996 KB\)](#)
[CostEstimate_SWMojonnier.pdf \(296 KB\)](#)
[CostEstimate_S4.pdf \(193 KB\)](#)
[2021_CP_LRSP_FINAL.pdf \(7.004 KB\)](#)

Subject :	5.08 AB 22200 Vision Zero Resolution - Mr. Rizzitiello
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to approve Resolution #22-068 adoption Vision Zero goal.

Public Content

Historical Perspective:

Congress passed the Bipartisan Infrastructure Law (BIL) in 2021. The BIL established new funding for infrastructure including a funding program called Safe Streets and Roads for All (SS4A).

Information for Consideration:

The goal of SS4A is to fund initiatives that prevent roadway deaths and serious injuries. However, to be eligible for funding, agencies must create a comprehensive safety action plan and adopt a Vision Zero goal to eliminate traffic fatalities and severe injuries.

The proposed goal is one component of the adopted Local Road Safety Plan. The subsequent LRSP (the plan) has actions intended to achieve the Vision Zero goal over the proposed 10-year term. This includes establishing a baseline of crash data involving serious injuries and deaths, how progress will be measured over time, and projects and strategies to address safety issues.

The deadline for the inaugural grant application is September 15, 2022. Adoption can be delayed, but the competition for grant funds in subsequent years is expected to increase substantially.

File Attachments

[Res_No_22-068_Vision_Zero_Policy_2022-09-13.pdf \(169 KB\)](#)

[4732_Res 2022-98 Vision Zero Walla Walla.pdf \(194 KB\)](#)

[CP crash data 2013 - 2022.pdf \(65 KB\)](#)

6. Administrative Reports - None

7. Informational Reports.

Subject :	7.01 AB 22201 - Annual BDI Rate Adjustment - Robert McAndrews
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	7. Informational Reports.
Access :	Public
Type :	Discussion, Information

Public Content

Historical Perspective:

The City's contract with BDI specifies the contractor's service charges for each level of Solid Waste service shall increase once every year in an amount not to exceed eighty percent (80%) of the annual percentage increase in the Consumer Price Index - All Urban Consumers; West Region, Size B/C, standard reference base period 1982- 84 = 100. Rates shall be adjusted annually, beginning January 1, 2018 (each an "Adjustment Date"). Contractor shall submit to the City for review and approval a "Rate Adjustment Statement" showing the calculations of new service rates for the following year, including a calculation of the percentage change in the Adjustment Index for the most recent twelve (12) month period ending the June prior to the Adjustment Date (each, an "Adjustment Period").

Information for Consideration:

BDI has notified the City that their rates will increase on January 1, 2023 per the contract. Rates will increase based on CPI and to incorporate a Sudbury Landfill Tip Fee increase.

File Attachments

[Basin_Disposal_Solid_Waste_Collection_Agmt_2017_10_10.pdf \(2.436 KB\)](#)

[College Place Rate Increase Letter_Eff.Jan2023 \(1\).pdf \(1.015 KB\)](#)

8. Executive Session - None

9. Closing Items.

Subject :	9.01 Good of the Order?
Meeting :	Sep 13, 2022 - City Council Meeting - Hybrid (In-

Person & Electronic)

Category :

9. Closing Items.

Access :

Public

Type :

Discussion, Information

Subject :

9.02 Conclusion - Motion to Conclude the Meeting.

Meeting :

Sep 13, 2022 - City Council Meeting - Hybrid (In-Person & Electronic)

Category :

9. Closing Items.

Access :

Public

Type :

Action

Recommended Action :

Motion to conclude the meeting

City Council Meeting - Hybrid (In-Person & Electronic) (Tuesday, August 23, 2022)

Generated by Sherri St Clair on Tuesday, August 23, 2022

1. Opening Items.

Procedural: 1.01 Call To Order

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

Procedural: 1.02 Roll Call

PRESENT:

Mayor - Norma L. Hernández

Council Members – Paul Jessup, Michael Cleveland, Tito Espinoza Jr., Loren Peterson, Melodie Williams, Heather Schermann, Monica Boyle

Administrator, Mike Rizzitiello; Finance Director, Brian Carleton; Deputy Finance Director, DaShari Schmick; City Clerk, Lisa Neissl; Deputy City Clerk, Sherri St. Clair

Staff -

MEMBERS EXCUSED:

MEMBERS ABSENT:

Procedural: 1.03 Pledge of Allegiance

Information: 1.04 Public Comment - None

2. Consent Agenda.

Action (Consent): 2.01 AB 22180 - Approve Agenda for August 23, 2022

Action (Consent), Minutes: 2.02 AB 22181 - Approve Council Minutes from August 9, 2022

Action (Consent): 2.03 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 Williams made a motion to approve the consent agenda. Second by Council Member Cleveland and the motion passed 7-0.

3. Presentations.

Discussion, Information: 3.01 AB 22182 - 2023 Budget Schedule -

Finance Director Brian Carleton presented the 2023 Budget Schedule to the Council.

Discussion ensued.

4. Public Hearings - None

5. Action Items - None

6. Administrative Reports.

Discussion, Information: 6.01 AB 22183 - Creation of 3.54 One Percent for the Arts Program - Mr. Rizzitiello provided an explanation of the 3.54 One Percent for the Arts Program and requested that the Council review the draft code and draft ordinance.

7. Informational Reports.

Information: 7.01 CPPD Monthly Report -

Mr. Rizzitiello requested that the Council review the CPPD monthly report.

8. Executive Session - None

9. Closing Items.

Discussion, Information: 9.01 Good of the Order?

Council Member Jessup informed the Council that College Place High School will be having Service Day on August 31, 2022 in the afternoon. Member Jessup noted that there are a couple of openings for projects in the Service Day schedule if anyone has any suggestions.

Discussion ensued.

Action: 9.02 Conclusion - Motion to Conclude the Meeting.

Council Member Boyle made a motion to conclude the meeting. Second by Member Williams, and with no objection, the meeting concluded at 7:36 PM.

Approved:

Norma L. Hernández – Mayor

Attest:

Sherri St. Clair – City Clerk

The foregoing minutes are the official record of the City Council meeting that occurred August 23, 2022. Further detail may be obtained by reviewing the actual audio recording made during this session.

City Council Joint Workshop - College Place & Walla Walla - Hybrid (In-Person & Electronic) (Monday, August 22, 2022)

Generated by Lisa Neissl on Monday, August 22, 2022

1. Opening Items.

Procedural: 1.01 Call To Order

Mayor Hernández called the meeting to order at 4:00 PM.

Procedural: 1.02 Roll Call

PRESENT:

Mayor - College Place - Norma L. Hernández
Walla Walla - Tom Scribner
 Council Members – College Place - Paul Jessup, Michael Cleveland, Loren Peterson, Melodie Williams, Monica Boyle
Walla Walla - Steve Moss, Brian Casey, Rick Eskil, Ted Koehler, Gustavo Reyna
College Place - Administrator, Mike Rizzitiello;
 Finance Director, Brian Carleton;
 Staff - Public Works Director, Robert McAndrews;
 Police Chief, Troy Tomaras;
 Community Development Director, Jon Rickard;
 City Clerk, Lisa Neissl;
Walla Walla - City Manager, Nabil Shawa;
 Deputy City Manager, Elizabeth Chamberlain

Also present - Alex Fazzari, JUB Engineers
 Kip Kelly, Port of Walla Walla Commissioner
College Place - Heather Schermann, Tito Espinoza Jr.
Walla Walla - Susan Nakonieczny,

MEMBERS EXCUSED:

MEMBERS ABSENT:

Procedural: 1.03 Pledge of Allegiance

Information: 1.04 Public Comment -

Richard McFarland submitted a written comment regarding agenda item 2.06 Fireworks.

2. Workshop Topics.

Discussion, Information: 2.01 Regional Wastewater Approach Update -

Mr. Fazzari of JUB Engineers presented the Walla Walla Valley Regional Wastewater Feasibility Study covering the status updates and key decision points for the Councils to consider if College Place were to pump its sewage to the Walla Walla's wastewater treatment plant and College Place's alternative options. Additionally, council members inquired as to the potential for the City of Walla Walla to reuse the water in the future, who would own the wastewater being pumped to the wastewater treatment plant, and recommended that the cities hire outside legal representation to discuss the matter.

Discussion ensued.

Mr. Shawa recommended that the Councils attend a road trip to observe various models of wastewater management.

Discussion, Information: 2.02 Broadband Update -

Mr. Shawa informed the Council Members that Walla Walla has completed the franchise request from Zipley Fiber. Mr. Shawa received an email informing the administrator that construction in Walla Walla is anticipated to start in November with a projected service launch in January 2023. In addition, the College Place preliminary design work is in progress, Zipley has received the conduit design from the City, are determining if the conduit resource can be leveraged in the design, and are determining associated costs.

Discussion ensued.

Discussion, Information: 2.03 Sales Tax Revenue Sharing Concept Update -

Mr. Shawa informed the Councils that research of the sales tax revenue sharing concept between cities was not readily exemplified. As a result, Mr. Shawa reached out to Municipal Research & Services Center (MRSC) regarding any legal issues surrounding this concept. MRSC recommended that each City discuss the concept with their attorneys.

Discussion, Information: 2.04 Myra Road Corridor Planning -

Mr. Rizzitiello informed the Councils that while there continues to be discussion regarding the future reconstruction of the Myra Road corridor, the City of College Place is still waiting to hear if it was approved for grant funds.

Discussion ensued.

Discussion, Information: 2.05 Growth Management Coordination Update -

Ms. Chamberlain reported that on July 20, 2022 the City of Walla Walla, City of College Place, Walla Walla County, and Department of Commerce representatives to discuss the best approach to the county wide policy update and growth management coordination. The parties decided that an interlocal agreement that would outline the responsibilities of each party as well as the funding structure. Ms. Chamberlain anticipates that the interlocal agreement will be brought before the Councils in the fall. Ms. Chamberlain also informed the Councils that there will be a work session on growth management on September 12, 2022 at 4:00 PM.

Discussion, Information: 2.06 Fireworks -

Mr. Shawa informed the Councils that complaints were brought up regarding fireworks in Walla Walla. Mayor Hernandez informed the Councils that in 2021 the City of College Place sent out a survey regarding the use of fireworks and found that the majority of residents want to allow fireworks between certain times and on certain days. The Councils discussed different approaches to regulate the use of fireworks within the two cities.

Discussion ensued.

Discussion, Information: 2.07 Regional Fire Authority -

Mr. Shawa informed the Councils that there will be no discussion on Regional Fire Authority at this time.

3. Closing Items.Action: 3.01 Conclusion

Council Member Cleveland made a motion to conclude the meeting at 5:43 PM. Second by Member Williams, and with no objection, the meeting concluded.

Approved:

Norma L. Hernández – Mayor

Attest:

Sherri St. Clair – City Clerk

The foregoing minutes are the official record of the College Place City Council joint workshop with the Walla Walla City Council that occurred August 22, 2022. Further detail may be obtained by reviewing the actual audio recording made during this session.

City Council Workshop - Hybrid (In-Person & Electronic) (Tuesday, September 6, 2022)

Generated by Sherri St Clair on Thursday, September 6, 2022

1. Opening Items.**Procedural: 1.01 Call To Order**

Mayor Hernández called the meeting to order at 5:30 PM.

Procedural: 1.02 Roll Call

PRESENT:

Mayor - Norma L. Hernández

Council Members - Paul Jessup, Michael Cleveland, Tito Espinoza Jr., Loren Peterson, Melody Williams, Heather Schermann, Monica Boyle

Staff - Administrator, Mike Rizzitiello; City Attorney, Rea Culwell - left at 6:02 PM; Finance Director, Brian Carleton; Deputy Finance Director, DaShari Schmick; Public Works Director, Robert McAndrews; HR Manager, Shawn Doering; City Clerk, Sherri St. Clair

MEMBERS EXCUSED:

MEMBERS ABSENT:

Procedural: 1.03 Pledge of Allegiance -**Information: 1.04 Public Comment -**

Paula Nichols of Walla Walla commented on the use of Fireworks in the Walla Walla Valley and their effect on local residents.

2. Workshop Topics.**Discussion, Information: 2.01 Advisory Boards and Commissions General Regulation -**

Rea Culwell presented the general regulation of the College Place advisory boards and commission. Ms. Culwell explained that the current procedure for commission and board appointment is a policy that is signed by the mayor at the beginning of the year. Ms. Culwell proposed that a resolution be made with a list of appointed members of council, advisory boards, and commissions that can be amended in as needed.

Discussion ensued.

Discussion, Information: 2.02 Community Service / CleanUp Day -

Rea Culwell presented the opportunity for having a city wide community clean-up day.

Discussion ensued.

Discussion, Information: 2.03 Presentation: Government Finance 101 -

Brian Carleton gave a presentation on the basics of governmental accounting and financial information.

Discussion ensued.

Discussion, Information: 2.04 Salary Ordinance Update -

Shawn Doering presented the proposed revision of the Public Works Inspector job description and salary range. Ms. Doering reported that after an in-depth review of the essential functions of the Public Works

Inspector position that updating the job description and salary range was necessary. In addition, City administration is requesting that a retention bonus be included to aid in the retainment of employees.

Discussion ensued.

3. Closing Items.

Action: 3.01 Conclusion-

Council Member Peterson made a motion to conclude the meeting at 6:39 PM. Second by Council Member Jessup, and with no objection, the meeting concluded.

Approved:

Norma L. Hernández –
Mayor

Attest:

Sherri St. Clair – City Clerk

The foregoing minutes are the official record of the City Council Workshop that occurred September 6, 2022. Further detail may be obtained by reviewing the actual audio recording made during this session.



AGREEMENT FOR SERVICES

CLIENT: Jon Rickard
City of College Place
625 South College Ave.
College Place, WA 99324

PROJECT: COUNCIL ROOM RENOVATION AND AV DESIGN

Thank you for the opportunity for Meier Architecture • Engineering (Meier) to offer professional design services.

PROJECT UNDERSTANDING:

PHASE 1 - UPGRADE COUNCIL CHAMBERS AND MAIN ENTRY SCOPE INCLUDES:

1. Improve Council Chambers:
 - The key to improving the Council Chamber is a complete overhaul of the AV system. Desires regarding this upgrade are outlined in the Request for Proposals (RFP). The system must be an integrated system capable of handling hybrid meetings where not all of the active participants are able to attend in-person. Other features include new monitors at the Chamber dais, local presentation monitors, and easily operated AV system.
 - New, fixed dais with computer monitor in desks, voting buttons, and microphones.
 - City Clerk needs room for two (2) monitors so the Council members can look things up that are not to be displayed to the public.
 - New LED light fixtures, with some lights focused on each Council member's desk positioned along the dais.
 - Upgraded room finishes.
 - Fixed podium for audience participation.
 - Consideration to replacing Chamber entry doors with glass doors, as long as these can be sound deadening.
2. Improve Lobby:
 - ADA compliant service counters.
 - Add monitors to allow the lobby to be used for overflow observation of Council meetings.
 - New paint.
 - LED lighting.
3. New Ethernet in all of the offices.
4. Replace HVAC system for entire building. This will be a Construction Bid Alternate so that system pricing can be separated.

The Meier Team will provide complete design, bid, and construction administrative services including commissioning throughout the duration of this phase.

PHASE 2: CONVERT HOLDING CELL AND SALLY PORT WING INTO OFFICE AREA

The scope includes:

1. Convert former vehicle Sally Port into a new conference room and offices.
2. Convert the former Holding Cell area, including an addition, into new staff offices.
3. The new addition will be approximately 600 square feet and located in the northeast corner of the existing City Hall building. The addition will expand the east Holding Cell exterior wall to be flush with the existing east wall of the City Hall, and north Holding Cell wall to be flush with the existing north Sally Port wall.
4. Reviewing the original construction drawings, it appears that removing the concrete ceiling and concrete block Holding Cell walls will not affect the existing building structural system, but this will need to be investigated further as part of the design process.
5. The addition will require minor site modifications to ensure proper drainage. The existing roof structure will be investigated and modified as needed for the new addition.

The Meier Team will provide complete design, bid, and construction administrative services throughout the duration of this phase. Phase 2 design may not begin until late 2022 or early 2023, with bid and construction following. The HVAC upgrade described in Phase 1 as a bid alternate may be incorporated into the Phase 2 Project if funding is unavailable for this in Phase 1.

CLIENT RESPONSIBILITIES:

1. Provide Meier personnel with access to the site and facility to obtain accurate information on existing conditions and provide ladders as needed.
2. The Client provided some existing building drawings as part of the RFP process. The Client should provide any additional available record drawings, surveys, or studies pertaining to the subject property with relevance to the scope of design work described in this Agreement.
3. Provide any standards or specifications the Client intends for Meier to follow or consider in the design process.
4. Review interim and final documents and provide comments within 10 working days from receipt of documents for review.

PHASE 1 SCOPE OF SERVICES:

Meier will schedule a Project kick-off/site visit meeting within seven (7) to 10 days after receiving the signed Agreement from the City of College Place (City).

1. General:
 - a. Kick-off meeting and site visit will include discussion of design scope, major milestones, and the team's responsibilities and next steps forward.
 - b. As-build the existing building and develop dimensional floor plans. Architectural, mechanical, and electrical leads will visit the site. The AV consultant will likely visit via video conferencing.
 - c. Discuss the AV, mechanical, and electrical needs.
 - d. Develop 60% construction documents for Client review and comments.
 - e. Provide budgetary construction cost estimate for the 60% design to be delivered within one (1) week of the design submittal.

- f. Develop 95% construction documents for Client final review and comments.
- g. Incorporate Client comments and develop 100% stamped construction documents ready for bid and Authority Having Jurisdiction (AHJ) submittal.
- h. Attend a plan review intake meeting if required by the AHJ.
- i. Fill out a commercial plan review application and worksheet as required by the AHJ.
- j. Submit construction documents, calculations, and Washington State Energy Code (WSEC) Commercial Provisions forms to the City for plan review.
- k. Address the AHJ comments in letter format.

Phase 1 detail design will proceed on three (3) tracks (Tasks) simultaneously, further defined as follows:

PHASE 1 – TASK 1: LOBBY AND CHAMBER ARCHITECTURAL AND ELECTRICAL UPGRADES:

1. Review local jurisdiction zoning and municipal codes and perform 2018 International Building Code (IBC) analysis to address any potential issues that need to be incorporated into the Project.
2. Develop design development drawings showing minor changes to the existing building layout. Design development drawings will include updated floor plans, room finishes, and interior elevations.
3. Electrical calculations, drawings, and specifications for lighting and power distribution, as required by local adopted NFPA 70, National Electrical Code (NEC), and showing compliance with the current 2018 WSEC provisions required by local jurisdiction as a plan review submittal.
4. Interior LED lighting luminaires and controls. Design will be per Illumination Engineering Society (IES) recommendations for space types indicated with controls per local automated systems.
5. Electrical power modifications tied to the updated HVAC system will be included within Task 2.
6. Develop bid and technical material specifications.
7. Develop a construction cost estimate for Phase 1 – Task 1 work.
8. Develop schematic design for Phase 2 work.

DELIVERABLES:

1. 60% review construction documents: Transmitted electronically in PDF format.
2. 95% review construction documents: Transmitted electronically in PDF format.
3. 100% stamped construction documents: Transmitted to AHJ in the format that they require, the Owner will be provided two (2) full size copies of the construction documents, as well as digital set in PDF format.
4. Construction documents: Transmitted electronically in PDF format to regional plan centers and, upon request, to Contractors and Subcontractors.

PHASE 1 – TASK 2: HVAC DESIGN:

1. Review the existing systems at the Project kick-off/site visit meeting.
2. Develop design goals for a proposed new HVAC system with budgetary cost(s) and provide to City for review and approve.

3. HVAC design and load calculations to determine the cooling and heating requirements for the building and for the selection of equipment to meet the load requirements.
4. Drawings for the HVAC system will include plans, sections, details, and equipment schedules as needed. The building will be zoned using multiple HVAC units. It is assumed that an individual room control will not be required, and a Direct Digital Control (DDC) control system will not be utilized. HVAC units will be controlled by individual 7-day programmable thermostats.
5. Design will take into consideration energy efficiency, sustainability, and environmentally favorable features, which will be economically feasible, code allows, and which is compatible with the Project goals.
6. Develop construction drawings and specifications for a new building wide HVAC system.
7. Develop a construction cost estimate for Task 2 work.
8. Completed mechanical system WSEC Commercial Provisions calculation and complete the WSEC form required by local jurisdiction at the plan review submittal process.
9. The new HVAC system will be incorporated into the Phase 1 bid package as an “additive bid alternate”, priced separately from Task 1 and Task 3 design which will make up the base bid for Phase 1.
10. Phase 1 HVAC design will allow for future expansion when Phase 2 building remodel and expansion is in construction.

PHASE 1 – TASK 3: AV DESIGN:

1. Meier’s AV consultant, Convergent Technologies Design Group (CTDG), will prepare telecommunications cabling systems with infrastructure and AV systems reports for the City to review, comment on, and approve.
2. Once the AV system is approved, the Design Team will proceed with construction documents.
3. A 60% construction document AV system design will be prepared for City review. The AV 60% system review documents may not coincide with the timing of the Task 1 and Task 2 60% design submittal documents.
4. A 95% construction document AV system design will be prepared for City final review, which will be timed to be submitted at the same time as Tasks 1 and 2 95% design review submittals.
5. Prepare 100% documents to be submitted with Tasks 1 and 2 construction documents to AHJ, and to be used for bidding.

PHASE 1 – TASKS 1-3 DELIVERABLES:

1. 60% review construction documents: Transmitted electronically in PDF format.
2. 95% review construction documents: Transmitted electronically in PDF format.
3. 100% stamped construction documents: Transmitted to AHJ in the format that they require, the Owner will be provided two (2) full size copies of the construction documents, as well as digital set in PDF format.
4. Construction documents: Transmitted electronically in PDF format to regional plan centers and, upon request, to Contractors and Subcontractors.

PHASE 1 – TASKS 1-3 ASSUMPTIONS:

1. Meetings are anticipated to last up to two (2) hours, except for the initial kick-off meeting which is anticipated to last up to four (4) hours.

2. We anticipate up to four (4) meetings that will lead to the development of final documents.
3. No major changes to the floor plan layout, proposed AV and HVAC systems are expected following receipt of the City's 60% design review comments. A major change is one that affects multiple drawings, specifications, poses rework to architectural, AV, mechanical, and electrical construction documents and existing design that was not anticipated at the time of this Agreement.
4. The following services are not anticipated to be required, and are not included within the Phase 1 scope of work:
 - a. Topographical and boundary survey.
 - b. Geotechnical report.
 - c. Fire alarm and security systems modifications.
 - d. Modifications to the existing building structure.
 - e. Modifications to plumbing systems.
6. It is understood that the Project does not require a Department of Health, Labor and Industries plan review submittal.
7. Drawings to be provided with Meier title blocks and using Meier drafting standards.
8. AV systems fee based on systems value not to exceed \$300,000.
9. Plan review fees will be paid by the City.

PHASE 1 – TASK 4: BIDDING SERVICES:

1. Meier will e-mail construction document sets to five (5) regional plan centers to solicit bids.
2. An "Advertisement for Bid" shall also be placed in the Walla Walla Union Bulletin newspaper for two (2) consecutive weeks.
3. Bid services shall include, a mandatory pre-bid meeting and job walk with interested General Contractor and Subcontractors.
4. Answer any bid question, or request for substitutions and prepared and issue an Addenda to Construction Document Addenda if needed.
5. Conducting the bid opening at the Client's office, complete an evaluation of the bidders, and the issuing the Notice of Award and Notice to Proceed (NTP) letters to the successful Contractor(s).

DELIVERABLES:

1. Addendum.

ASSUMPTIONS:

1. Pre-bid walkthrough will be a one-time meeting at the site for all interested General Contractors.

PHASE 1 – TASK 5: CONSTRUCTION ADMINISTRATION SERVICES:

1. Facilitate a pre-construction meeting with the City and the Contractor. Frequently, the NTP will be issued when this meeting is held.
2. Weekly construction site observation visits.
3. Every other week, the site observation visit includes an on-site meeting with the City representative, Contractor, Subconsultants, and Meier.
4. Review daily job logs prepared by the Contractor and submit these to the City weekly.

5. Review submittals.
6. Review and assist in processing pay requests.
7. Address Requests for Information (RFI), RFP, and/or Change Orders (CO) as these occur during the construction phase.
8. Coordinate Project commissioning after the Project systems are complete.
9. When the Project construction is substantially complete, facilitate a punch-list job walk with the Contractor, the City, and the Design Team.
10. Issue a Certificate of Substantial Completion once the Architect and the City is satisfied with the punch-list being achieved, and the AHJ has issued an occupancy permit.

DELIVERABLES:

1. Review product submittals and Operation and Maintenance Manual (O&Ms).
2. Review and Certify Application for Payments.
3. Complete a punchlist observation.
4. Issue Certificate of Substantial Completion.

ASSUMPTIONS:

1. The Agreement is based on the six (6) month construction schedule and will start within one (1) month of bid.
2. Overall Project Phase 1 is to be completed within one (1) year.
3. Pre-bid walkthrough will be a one-time meeting at the site for all interested General Contractors.
4. Contractor requested design changes are not anticipated. Should a change be feasible for the Client the additional design can be added as additional scope.
5. Commissioning services will be provided by others, a cost allowance has been included within our Phase 1 Agreement for the anticipated Commissioning Fee.

PHASE 2 SCOPE OF SERVICES:

Meier will schedule a Phase 2 project kick-off/site visit meeting within seven (7) to 10 days after receiving authorization from the City to begin design on this phase of work.

1. General:
 - a. Kick-off meeting and site visit will include discussion of design scope, major milestones, and the Team's responsibilities and next steps forward.
 - b. Review schematic design developed for this expansion during Phase 1, modify as determined during the kick-off meeting. NOTE: If the schematic design has major changes, the fee proposed for Phase 2 may need to be modified.
 - c. Develop 60% construction documents for Client review and comments.
 - d. Provide budgetary construction cost estimate for the 60% design to be delivered within one (1) week of the design submittal.
 - e. Develop 95% construction documents for Client final review and comments.
 - f. Incorporate Client comments and develop 100% stamped construction documents ready for bid and AHJ submittal.
 - g. Attend a plan review intake meeting required by the AHJ.
 - h. Fill out a commercial plan review application and worksheet as required by the AHJ.

19. Interior LED lighting luminaires and controls. Design will be per IES recommendations for space types indicated with controls per local automated systems.
20. Exterior lighting and controls: LED building egress exits lighting, controlled via integral daylight and auto-dimming to 50% motion sensors. Site and landscape lighting and controls are not assumed.
21. The fire alarm system and annunciator panel locations will be indicated on the drawings and connected power. The remainder of the systems infrastructure will be design-build by a licensed fire alarm installer.
22. Pathway and rough-in locations only for all special systems (IT infrastructure, security intrusion detection systems, and/or CCTV) as coordinated with the Owner prior to 60% design documents. The remaining downstream devices, wiring, servers etc. shall be provided by Owner without further engineering direction.

PHASE 2 – TASK 1 DELIVERABLES:

1. Possible updated schematic design as determined following Phase 2 kick-off meeting.
2. 60% review construction documents: Transmitted electronically in PDF format.
3. 95% review construction documents: Transmitted electronically in PDF format.
4. 100% stamped construction documents: Transmitted to AHJ in the format that they require, the Owner will be provided two (2) full size copies of the construction documents, as well as digital set in PDF format.
5. Construction documents: Transmitted electronically in PDF format to regional plan centers and, upon request, to Contractors and Subcontractors.

PHASE 2 – TASK 1 ASSUMPTIONS:

1. Meetings are anticipated to last up to two (2) hours, except for the initial kick-off meeting which is anticipated to last up to four (4) hours.
2. We anticipate up to four (4) meetings that will lead to the development of final documents.
3. No major changes to the floor plan layout after City approval of the 60% construction documents. A major change is one that affects multiple drawings, specifications, poses rework to architectural, structural, mechanical, and electrical construction documents and existing design that was not anticipated at the time of this Agreement.
4. The following services are not anticipated to be required, and are not included within the Phase 2 scope of work:
 - a. Topographical and boundary survey.
 - b. Geotechnical report.
 - c. Modifications to existing plumbing systems.
 - d. New off-site utility services to the building.
5. It is understood that the Project does not require a Department of Health, Labor and Industries plan review submittal.
6. Drawings to be provided with Meier title blocks and using Meier drafting standards.
7. Plan review fees will be paid by the City.

PHASE 2 – TASK 2: BIDDING SERVICES:

1. Meier will e-mail construction document sets to five (5) regional plan centers to solicit bids.
2. An “Advertisement for Bid” shall also be placed in the Walla Walla Union Bulletin newspaper for two (2) consecutive weeks.

3. Bid services shall include, a mandatory pre-bid meeting and job walk with interested General Contractor and Subcontractors.
4. Answer any bid question, or request for substitutions and prepared and issue an Addenda to Construction Document Addenda if needed.
5. Conducting the bid opening at the Client's office, complete an evaluation of the bidders, and the issuing the Notice of Award and NTP letters to the successful Contractor(s).

DELIVERABLES:

1. Addendum.

ASSUMPTIONS:

1. Pre-bid walkthrough will be a one-time meeting at the site for all interested General Contractors.

PHASE 2 – TASK 3: CONSTRUCTION ADMINISTRATION SERVICES: .

1. Facilitate a pre-construction meeting with the City and the Contractor. Frequently, the NTP will be issued when this meeting is held.
2. Weekly construction site observation visits.
3. Every other week, the site observation visit includes an on-site meeting with the City representative, Contractor, Subconsultants, and Meier.
4. Review daily job logs prepared by the Contractor and submit these to the City weekly.
5. Review submittals.
6. Review and assist in processing pay requests.
7. Address RFI, RFP, and/or CO as these occur during the construction phase.
8. Coordinate Project commissioning after the Project systems are complete.
9. When the Project construction is substantially complete, facilitate a punch-list job walk with the Contractor, the City, and the Design Team.
10. Issue a Certificate of Substantial Completion once the Architect and the City is satisfied with the punch-list being achieved, and the AHJ has issued an occupancy permit.

DELIVERABLES:

1. Review product submittals and O&Ms Manual.
2. Review and Certify Application for Payments.
3. Complete a punchlist observation.
4. Issue Certificate of Substantial Completion.

ASSUMPTIONS:

1. The Agreement is based on the six (6) month construction schedule and will start within one (1) month of bid. Overall Project Phase 2 to be completed within one (1) year.
2. Pre-bid walkthrough will be a one-time meeting at the site for all interested General Contractors.
3. Contractor requested design changes are not anticipated. Should a change be feasible for the client the additional design can be added as additional scope.
4. Commissioning services will be provided by others, a cost allowance has been included within our Phase 2 Agreement for the anticipated Commissioning Fee.

All services not specifically outlined in the scope of work above shall be considered additional services and shall be subject to a commensurate adjustment to the agreed compensation, which shall be determined by way of a written addendum, signed by the parties, prior to proceeding with the additional work.

PHASE 1 COMPENSATION:

Meier will perform these services per the fee schedule noted below. Please initial at each Task to authorize Meier to proceed with the Task scope.

TASK 1: Lobby and Chamber architectural and electrical upgrades: Meier will perform design services for a firm fixed fee of \$38,700. ^{DS}
NLH

TASK 2: HVAC design for existing City Hall building: Meier will perform design graphic services for a firm fixed fee of \$17,000. ^{DS}
NLH

TASK 3: City Council Chamber AV system design: Meier will perform design services for a firm fixed fee of \$53,100. ^{DS}
NLH

TASK 4: Bidding Services: Meier will perform design services for a firm fixed fee of \$4,000. ^{DS}
NLH

TASK 5: Construction Administration (\$26,000) and Commissioning Services (\$11,200 allowance): Meier agrees to provide construction support services on a time and expenses basis, with a budget level estimated at \$37,200. ^{DS}
NLH

PHASE 2 COMPENSATION:

Meier will perform these services per the fee schedule noted below. Please initial at each Task to authorize Meier to proceed with the Task scope.

TASK 1: Northeast corner remodel and expansion design: Meier will perform design services for a firm fixed fee of \$61,900. ^{DS}
NLH

TASK 2: Bidding Services: Meier will perform design services for a firm fixed fee of \$4,000. ^{DS}
NLH

TASK 3: Construction Administration (\$25,000) and Commissioning Services (\$1,100 allowance): Meier agrees to provide construction support services on a time and expenses basis, with a budget level estimated at \$26,100. ^{DS}
NLH

Invoices will be submitted monthly. A 1.5% interest charge will be added for late payment beyond the normal 30 day billing period. Agreement to provide services, as stated, is valid if approved within 30 days of date submitted. Approvals beyond 30 days are subject to re-negotiation of scope and fee.

OTHER TERMS AND CONDITIONS:

Meier's Standard Business Conditions are part of this Agreement and are attached hereto, marked Exhibit "A", and incorporated herein by this reference.

Thank you for the opportunity to submit this agreement. We look forward to working with you on this Project. If the scope of work above does not adequately reflect your expectations, please let us know. It is our goal to meet your needs and budget on this Project. If you have any other questions, please feel free to contact Ed Luebben directly at 509-737-6965 or etluebben@meierinc.com.

The return of a signed copy of this Agreement will authorize us to proceed with this work.

APPROVED BY:

City of College Place

DocuSigned by:
Norma L. Hernández

Signature

Norma L. Hernández

Mayor

Print

10/27/2021

Date

Meier Architecture • Engineering

Paul M. Gierver

Signature

Paul M. Gierver

Print

10/22/2021

Date

EXHIBIT "A"
TO AGREEMENT FOR SERVICES
MEIER ARCHITECTURE • ENGINEERING
STANDARD BUSINESS CONDITIONS

I. RESPONSIBILITY OF MEIER ARCHITECTURE • ENGINEERING.

A. CONFIDENTIALITY AND NON-USE

During the conduct of specific engineering assignments, Meier Architecture • Engineering (Meier) and its employees may obtain, directly or indirectly, information proprietary to Client. Accordingly, Meier agrees, on behalf of itself and its employees, to maintain as confidential all said proprietary information and not to disclose it without specific authorization from Client, except as may be required by law.

B. INSURANCE

Meier maintains insurance coverage in the following amounts, and upon request of Client, will provide a Certificate of Insurance so indicating:

	Type of Policy	Limits of Liability
(a)	Standard Workers' Compensation/ Employer's Liability	WA State Labor & Industries (No limit) \$1,000,000
(b)	General Liability Combined Single Limit (Bodily Injury/ Property Damage)	\$2,000,000 Aggregate \$1,000,000 Each Occurrence
(c)	Automobile Liability Combined Single Limit (Bodily Injury/Property Damage)	\$1,000,000 Each Occurrence \$1,000,000 Aggregate
(d)	Professional Liability/Errors and Omissions	\$3,000,000 Each Claim \$3,000,000 Aggregate

If Client requires additional insurance above and beyond the limits listed above, Client agrees to pay Meier's cost in obtaining the additional insurance.

C. INDEMNIFICATION/LIMITATION OF LIABILITY

Meier shall indemnify and hold harmless Client and its officers, employees, agents, successors and assigns from and against any and all liability, claims, demands, suits, actions, third-party claims, penalties, fines, debts, accounts, damages, costs, expenses, losses and attorney fees (hereinafter referred to collectively as "Damages") that either directly or indirectly arise out of, or result from, injury or death to persons, including employees of Client or Meier, or damage to property of whatever kind and nature, only if and to the extent the injury or damage is caused by a negligent act of Meier or its employees or agents in the performance of Meier work under this Agreement. Client shall give prompt notice to Meier of any such suit, claim, demand, or action relating thereto in order to provide Meier with the earliest opportunity to defend against any actions or proceedings for Damages. Meier agrees, however, that any failure on the part of Client to give such notice shall not be deemed a waiver, abrogation or limitation of Meier's obligation to indemnify and hold harmless Client, except to the extent that such failure to give notice actually prejudices Meier's ability to assert defenses available to it. Indemnification under this provision shall exclude any and all Damages that either directly or indirectly arise out of or result from acts, errors or omissions of Client or any of its officers, employees, agents, consultants other than Meier, or other representatives.

D. LIMITATION OF LIABILITY

Meier's total aggregate liability for work performed under this contract regardless of theory (negligence, strict liability, contract or indemnity) is limited to the type and amount of insurance coverage as listed above in Paragraph B, entitled INSURANCE then available to satisfy any settlement, judgment or award or Meier's fees paid to date by Client, whichever is less.

II. RESPONSIBILITY OF CLIENT

A. COORDINATION

Client shall provide a representative to coordinate all onsite activities and to serve as Meier's point of contact.

B. REVIEW

Client shall provide timely and expeditious reviews of Meier's reports; provide general guidance during execution of the work and, in general, cooperate to the fullest extent possible during Meier's performance of the work and efforts to meet project schedules.

C. INDEMNIFICATION

P21-0217

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10/22/2021

B. CHANGES

Only with the consent of both the Client and Meier may make changes in, additions to and omissions from the Scope of Service be authorized under this Agreement. Any increase in the Scope of Service shall be agreed upon in a writing signed by the parties before Meier will proceed with such changes, additions, or omissions. Meier will not be responsible for costs associated with the materials or construction efforts as a result of design errors, clarifications, or omissions not chargeable to Meier's efforts hereunder.

C. DELAYS

Any departure from the stated schedule of work that is caused in whole or in part by a delay originated by Client, or caused by conditions beyond the control of Meier (such as unfavorable weather conditions/events, partial or complete plant shutdown, loss of key personnel, strikes, natural disasters or acts of terrorism) constitutes a change of scope and will be grounds for renegotiation of the contract price and the completion date. Client will be responsible for the cost of any additional work resulting from such delays. Meier will be responsible for notifying Client of any delays.

D. TERMINATION

Either party may terminate this Agreement without cause by providing 10 calendar days written notice to the other party. In the event of termination, Client will pay Meier for all fees and expenses incurred to date of termination, per the related fee schedule for said project.

E. OWNERSHIP OF DOCUMENTS

Upon payment of all fees for services, costs and disbursements, Client shall be entitled to reproduce any documents prepared under this Agreement where such reproduction is in furtherance of project objectives. Any other reproduction, publication, distribution or use of such documents or copies is permitted only upon obtaining prior written consent of Meier. Such documents and copies shall, at all times, remain the property of Meier. All unauthorized uses are at the sole risk of the users.

F. NON-SOLICITATION

Neither Meier nor Client shall offer employment to the employees of the other during this Agreement and for a period of one year following the date on which the employee(s) last performed services under this Agreement, unless there is mutual consent with regard to a particular employee.

G. PRIVACY OF AGREEMENT CONTENT

The information contained in this Agreement is considered privileged and confidential. Any use or release of this information for purposes other than evaluation of its content as a basis of contract award is prohibited.

H. AGREEMENT TERMS AND CONDITIONS

The terms and conditions of this Agreement (which includes both this Exhibit "A" and the "Agreement for Services" to which this exhibit is attached) constitute the entire Agreement between Meier and Client. Any terms, revisions or conditions in Client's purchase orders, correspondence or other forms that are not consistent with the terms, provisions or conditions of this Agreement are void, unenforceable and not part of this Agreement. This Agreement, as defined, supersedes anything written in any other document by either party that is in conflict.

I. CAPTION

All captions or subtitles used herein are intended solely for convenience of reference and shall in no way limit or broaden any of the provisions of this Agreement.

J. WAIVER

Failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver by that party of any such provisions or of the right of such party to thereafter strictly enforce each and every provision of this Agreement.

K. COOPERATION

All parties hereto agree to fully cooperate in all matters related to or arising out of this Agreement.

L. SCRUTINY

This Agreement has been submitted to the scrutiny of all parties and their respective legal counsel and shall be given a fair and reasonable interpretation in accordance with the words hereof without consideration or weight being given to its being drafted by or for one of the parties. If in fact one of the parties has not submitted this Agreement to the scrutiny of their legal counsel, such party stipulates that, despite having had the opportunity to do so, they waived the same and elected to proceed without the benefit of such legal review.

End of Exhibit "A"



MEIEARC-01

JBRAVO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Basin Pacific Insurance & Benefits 6816 W Rio Grande Ave, Ste C120 Kennewick, WA 99336	CONTACT NAME: PHONE (A/C, No, Ext): (509) 735-7506 FAX (A/C, No): (509) 491-3322 E-MAIL ADDRESS: gsimonson@basinpacific.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Sentinel Insurance Company, LTD NAIC # 11000	
INSURER B: Hartford Accident and Indemnity Company 22357	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Meier Enterprises Inc.
 12 W. Kennewick Ave.
 Kennewick, WA 99336

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			52SBAAE7320	8/28/2021	8/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			52UECCF6749	8/28/2021	8/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			52SBAAE7320	8/28/2021	8/28/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	52SBAAE7320	8/28/2021	8/28/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance Coverage

CERTIFICATE HOLDER**CANCELLATION**

Meier Enterprises Inc
 12 W. Kennewick Ave
 Kennewick, WA 99336

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Bane



ADDENDUM 1 TO AGREEMENT FOR SERVICES

CLIENT: Jon Rickard
City of College Place
625 South College Ave.
College Place, WA 99324

PROJECT: COUNCIL ROOM RENOVATION – TASK 3: NEW BUILDING ADDITION

SCOPE OF SERVICES:

This Addendum covers the cost for additional architectural schematic design and estimate work to the original Agreement for Services Contract between Meier Architecture • Engineering (Meier) and the City of College Place (City) approved on October 27, 2021. The City has requested that Meier provide the following:

1. Up to two (2) schematic floor plans for a new addition off of the west side of the existing City Hall building. The new addition is estimated to be approximately 1800 square feet, single story, and will be used for additional office area.
2. The new addition is not intended to have plumbing fixtures unless, upon code review, new fixtures are determined to be required.
3. The new addition will tie into the existing roof lines and is anticipated to have brick veneer and metal roofing to tie into existing City Hall facility.
4. Provide schematic architectural floor plans and elevations along with a schematic design estimate of construction costs.

DELIVERABLES:

1. Provide up to two (2) schematic design floor plans and elevations for CCF to review and comment on. Drawings will be submitted in PDF format.
2. Develop the approved schematic design plans and elevations into the final deliverable drawings, along with schematic construction cost estimate for the new addition.

ASSUMPTIONS:

1. After schematic design deliverable review comments are received and incorporated into the Contractor pricing level drawings, no major changes to the floor plan layout are expected. A major change is one that affects multiple drawings and poses rework to architectural and structural construction documents.
2. The design will conform to the current edition of the International Building Code (IBC), and applicable local jurisdiction municipal codes.
3. Drawings will be schematic architectural drawings. No structural, mechanical, or electrical work is involved with this Addendum scope of work.
4. The schematic estimate will include square footage costs for structural, mechanical, electrical, and plumbing since these system design will not be included in the scope of work.
5. Civil design is not in Meier's scope of work.

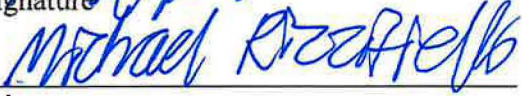
COMPENSATION:

TASK 3: Meier will provide Task 3 services additional services for a firm fixed fee of \$6,000.

APPROVED BY:

City of College Place


Signature

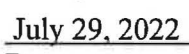

Print


Date

Meier Architecture • Engineering


Signature


Print


Date

City of College Place

Payroll Allocation Policy and Procedure

In an effort to establish an allocation system that is fair, equitable, and supported by current data, and to comply with Washington State Law, RCW 43.09.210, which states in part, "All service rendered by...from, one department...to another, shall be paid for at its true and full value by the department...receiving the same, and no department...shall benefit in any financial manner whatever by an appropriation or fund made for the support of another," the City of College Place has identified payroll cost drivers which are used as the basis for the allocation of personnel costs to the responsible departments.

Cost drivers have been uniquely identified for each position based on that position's job duties and oversight of other positions. These cost drivers and percentages will be based on budgeted revenues and expenses. This will be reviewed and adjusted annually.

Personnel costs will be recorded directly to the responsible departments based on the cost-driven allocations as follows:

Mayor – Current Expense/Streets/Water/Wastewater/Stormwater/Ambulance

- The Mayor is allocated according to a combination of statistics based on the number of agenda bills, ordinances, resolutions, legal notices, and contracts processed.

City Council – Current Expense/Streets/Water/Wastewater/Stormwater/Ambulance

- Mayor Allocation.

City Administrator – Current Expense/Water/Wastewater/Stormwater – average of the following:

- Percentage breakdown of budgeted revenues (excluding beginning fund balance and interfund transfers) from current year (i.e. 2021 budgeted revenues for 2022 payroll allocation). Percentage of direct costs allocated to current expense, water, wastewater, and stormwater.

City Attorney - Current Expense/Streets/Water/Wastewater/Stormwater/Ambulance

- City Clerk is allocated according to a time study.

City Clerk - Current Expense/Streets/Water/Wastewater/Stormwater/Ambulance

- City Clerk is allocated according to a combination of statistics based on the number of agenda bills, ordinances, resolutions, legal notices, contracts, and notarizations processed.

Deputy City Clerk - Current Expense/Streets/Water/Wastewater/Stormwater/Ambulance

- Allocated the same as City Clerk.

Finance Director – Finance/Water/Wastewater/Stormwater/Ambulance

- Split according to the staff the position supervises.

Deputy Finance Director/HR Assistant - Finance/Water/Wastewater/Stormwater/Ambulance/HR

- Split according to the staff the position supervises and a % of HR based on time study.

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Accounting Clerk III – Current Expense/Water/Wastewater/Stormwater/Ambulance

- Allocation based on tracking of time spent assisting the Accountant II with utility-related functions and A/P lines entered related to current expense, water, wastewater, and stormwater.

Accounting Clerk II – Water/Wastewater/Stormwater/Ambulance

- Split according to combined average percentage of water, wastewater, and stormwater accounts billed based on the previous calendar year.

HR Manager – Current Expense/Water/Wastewater/Stormwater/Streets/ER&R/Ambulance

- Allocated according to distributions of all city employees

Public Works Director – Water/Wastewater/Streets/ER&R/Parks/Stormwater/Engineering

- Percentage to Wastewater determined by ratio of Wastewater revenues to total city revenues (not including interfund transfers and debt proceeds) for high-level supervisory duties and remainder split according to staff the position supervises. (Non-wage costs of each department/fund)

Operations Manager – Water/Streets/Parks/Stormwater

- Split proportionally according to the staff the position supervises.

Public Works Foreman – Water/Streets/Parks/Stormwater

- Split proportionally according to the staff the position supervises.

Fleet Maintenance Manager – ER&R

- 100% to ER&R

Water Quality Operator – Water

- 100% to Water (Allocated 83% Maintenance, 17% Operations)

Water Utility Worker I, II & III – Water

- 100% to Water

Street Worker I, II & III - Applicator - Streets

- 100% to Streets (Allocated 50% Traveled Way, 30% Traffic Control Devices, 10% Snow and Ice Removal, 10% Roadside)

Stormwater Worker I, II & III - Stormwater

- 100% to Stormwater

Maintenance Worker II (Parks) – Parks

- 100% to Current Expense

Police Chief – Police

- 100% to Current Expense

Patrol Sergeant – Police

- 100% to Current Expense (Allocated 75% Patrol, 25% Traffic)

Police Detective – Police

- 100% to Current Expense

Police Officer – Police

- 100% to Current Expense (Allocated 75% Patrol, 25% Traffic)

Chief Records Clerk – Police

- 100% to Current Expense

Records Clerk – Police

- 100% to Current Expense

Fire Chief – Fire Department

- ~~45~~100% to Current Expense and 55% to Ambulance Utility
(Allocated ~~15~~23.3% Fire Suppression, 25% Fire Admin, 43.3% EMS, 33.45% Training, 5% EMS, 50% EMS Admin)

Firefighter – Fire Department

- ~~75~~100% to Current Expense and 25% to Ambulance Utility
(Allocated ~~50% EMS~~, 50% Fire Prevention/Investigation, 10% Fire, 15% Fire Admin, 10% EMS, 15% EMS Admin)
- ~~25~~100% to Current Expense and 75% to Ambulance Utility
(Allocated ~~25~~40% Fire Suppression, 7560% EMS)
- ~~40~~80% to Current Expense and 20% to Ambulance Utility
(Allocated ~~10~~40% Fire Suppression, 760% Training, 20% EMS)

Community Development Director – Community Development/Streets/Water/Wastewater/Stormwater

- Split according to number of permits issued in the previous year.

Facility Manager/Building Official – Current Expense

- 100% to Current Expense (Allocated 50% Facilities, 50% Building)

Building Inspector – Current Expense

- 100% to Current Expense

Community Development Administrative Assistant – Public Works/Planning/Engineering/Building

- Split based on a time study assisting the departments listed. (Community Development Director, Facility Manager/Building Official, Building Inspector, Public Works Director).

~~Engineering Tech~~Stormwater Program/Permit Coordinator - –Community Development/Streets/Water/Wastewater/Stormwater

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- Split according to time study ~~Engineer.~~

City of College Place

Payroll Allocation Policy and Procedure

In an effort to establish an allocation system that is fair, equitable, and supported by current data, and to comply with Washington State Law, RCW 43.09.210, which states in part, “All service rendered by...from, one department...to another, shall be paid for at its true and full value by the department...receiving the same, and no department...shall benefit in any financial manner whatever by an appropriation or fund made for the support of another,” the City of College Place has identified payroll cost drivers which are used as the basis for the allocation of personnel costs to the responsible departments.

Cost drivers have been uniquely identified for each position based on that position’s job duties and oversight of other positions. These cost drivers and percentages will be based on budgeted revenues and expenses. This will be reviewed and adjusted annually.

Personnel costs will be recorded directly to the responsible departments based on the cost-driven allocations as follows:

Mayor – Current Expense/Streets/Water/Wastewater/Stormwater

- The Mayor is allocated according to a combination of statistics based on the number of agenda bills, ordinances, resolutions, legal notices, and contracts processed.

City Council – Current Expense/Streets/Water/Wastewater/Stormwater

- Mayor Allocation.

City Administrator – Current Expense/Water/Wastewater/Stormwater – average of the following:

- Percentage breakdown of budgeted revenues (excluding beginning fund balance and interfund transfers) from current year (i.e. 2021 budgeted revenues for 2022 payroll allocation).
Percentage of direct costs allocated to current expense, water, wastewater, and stormwater.

City Attorney - Current Expense/Streets/Water/Wastewater/Stormwater

- City Clerk is allocated according to a time study.

City Clerk - Current Expense/Streets/Water/Wastewater/Stormwater

- City Clerk is allocated according to a combination of statistics based on the number of agenda bills, ordinances, resolutions, legal notices, contracts, and notarizations processed.

Deputy City Clerk - Current Expense/Streets/Water/Wastewater/Stormwater

- Allocated the same as City Clerk.

Finance Director – Finance/Water/Wastewater/Stormwater

- Split according to the staff the position supervises.

Deputy Finance Director/HR Assistant - Finance/Water/Wastewater/Stormwater/HR

- Split according to the staff the position supervises and a % of HR based on time study.

Accounting Clerk III – Current Expense/Water/Wastewater/Stormwater

- Allocation based on tracking of time spent assisting the Accountant II with utility-related functions and A/P lines entered related to current expense, water, wastewater, and stormwater.

Accounting Clerk II – Water/Wastewater/Stormwater

- Split according to combined average percentage of water, wastewater, and stormwater accounts billed based on the previous calendar year.

HR Manager – Current Expense/Water/Wastewater/Stormwater/Streets/ER&R

- Allocated according to distributions of all city employees
-

Public Works Director – Water/Wastewater/Streets/ER&R/Parks/Stormwater/Engineering

- Percentage to Wastewater determined by ratio of Wastewater revenues to total city revenues (not including interfund transfers and debt proceeds) for high-level supervisory duties and remainder split according to staff the position supervises. (Non-wage costs of each department/fund)

Operations Manager – Water/Streets/Parks/Stormwater

- Split proportionally according to the staff the position supervises.

Public Works Foreman – Water/Streets/Parks/Stormwater

- Split proportionally according to the staff the position supervises.

Fleet Maintenance Manager – ER&R

- 100% to ER&R

Water Quality Operator – Water

- 100% to Water (Allocated 83% Maintenance, 17% Operations)

Water Utility Worker I, II & III – Water

- 100% to Water

Street Worker I, II & III - Applicator - Streets

- 100% to Streets (Allocated 50% Traveled Way, 30% Traffic Control Devices, 10% Snow and Ice Removal, 10% Roadside)

Stormwater Worker I, II & III - Stormwater

- 100% to Stormwater

Maintenance Worker II (Parks) – Parks

- 100% to Current Expense
-

Police Chief – Police

- 100% to Current Expense

Patrol Sergeant – Police

- 100% to Current Expense (Allocated 75% Patrol, 25% Traffic)

Police Detective – Police

- 100% to Current Expense

Police Officer – Police

- 100% to Current Expense (Allocated 75% Patrol, 25% Traffic)

Chief Records Clerk – Police

- 100% to Current Expense

Records Clerk – Police

- 100% to Current Expense
-

Fire Chief – Fire Department

- 100% to Current Expense (Allocated 23.3% Fire Suppression, 43.3% EMS, 33.4% Training)

Firefighter – Fire Department

- 100% to Current Expense (Allocated 50% EMS, 50% Fire Prevention/Investigation)
 - 100% to Current Expense (Allocated 40% Fire Suppression, 60% EMS)
 - 100% to Current Expense (Allocated 40% Fire Suppression, 60% Training)
-

Community Development Director – Community Development/Streets/Water/Wastewater/Stormwater

- Split according to number of permits issued in the previous year.

Facility Manager/Building Official – Current Expense

- 100% to Current Expense (Allocated 50% Facilities, 50% Building)

Building Inspector – Current Expense

- 100% to Current Expense

Community Development Administrative Assistant – Public Works/Planning/Engineering/Building

- Split based on a time study assisting the departments listed. (Community Development Director, Facility Manager/Building Official, Building Inspector, Public Works Director).

Engineering Tech - Community Development/Streets/Water/Wastewater/Stormwater

- Split according to time study/Engineer.

City of College Place

Payroll Allocation Policy and Procedure

In an effort to establish an allocation system that is fair, equitable, and supported by current data, and to comply with Washington State Law, RCW 43.09.210, which states in part, "All service rendered by...from, one department...to another, shall be paid for at its true and full value by the department...receiving the same, and no department...shall benefit in any financial manner whatever by an appropriation or fund made for the support of another," the City of College Place has identified payroll cost drivers which are used as the basis for the allocation of personnel costs to the responsible departments.

Cost drivers have been uniquely identified for each position based on that position's job duties and oversight of other positions. These cost drivers and percentages will be based on budgeted revenues and expenses. This will be reviewed and adjusted annually.

Personnel costs will be recorded directly to the responsible departments based on the cost-driven allocations as follows:

Mayor – Current Expense/Streets/Water/Wastewater/Stormwater/Ambulance

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- Percentage breakdown of budgeted revenues (excluding beginning fund balance and interfund transfers) from current year (i.e. 2021 budgeted revenues for 2022 payroll allocation). Percentage of direct costs allocated to current expense, water, wastewater, and stormwater.

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- City Clerk is allocated according to a time study.

City Clerk - Current Expense/Streets/Water/Wastewater/Stormwater/Ambulance

- City Clerk is allocated according to a combination of statistics based on the number of agenda bills, ordinances, resolutions, legal notices, contracts, and notarizations processed.

Deputy City Clerk - Current Expense/Streets/Water/Wastewater/Stormwater/Ambulance

- Allocated the same as City Clerk.

Finance Director – Finance/Water/Wastewater/Stormwater/Ambulance

- Split according to the staff the position supervises.

Deputy Finance Director/HR Assistant - Finance/Water/Wastewater/Stormwater/Ambulance/HR

- Split according to the staff the position supervises and a % of HR based on time study.

Accounting Clerk III – Current Expense/Water/Wastewater/Stormwater/Ambulance

- Allocation based on tracking of time spent assisting the Accountant II with utility-related functions and A/P lines entered related to current expense, water, wastewater, and stormwater.

Accounting Clerk II – Water/Wastewater/Stormwater/Ambulance

- Split according to combined average percentage of water, wastewater, and stormwater accounts billed based on the previous calendar year.

HR Manager – Current Expense/Water/Wastewater/Stormwater/Streets/ER&R/Ambulance

- Allocated according to distributions of all city employees

Public Works Director – Water/Wastewater/Streets/ER&R/Parks/Stormwater/Engineering

- Percentage to Wastewater determined by ratio of Wastewater revenues to total city revenues (not including interfund transfers and debt proceeds) for high-level supervisory duties and remainder split according to staff the position supervises. (Non-wage costs of each department/fund)

Operations Manager – Water/Streets/Parks/Stormwater

- Split proportionally according to the staff the position supervises.

Public Works Foreman – Water/Streets/Parks/Stormwater

- Split proportionally according to the staff the position supervises.

Fleet Maintenance Manager – ER&R

- 100% to ER&R

Water Quality Operator – Water

- 100% to Water (Allocated 83% Maintenance, 17% Operations)

Water Utility Worker I, II & III – Water

- 100% to Water

Street Worker I, II & III - Applicator - Streets

- 100% to Streets (Allocated 50% Traveled Way, 30% Traffic Control Devices, 10% Snow and Ice Removal, 10% Roadside)

Stormwater Worker I, II & III - Stormwater

- 100% to Stormwater

Maintenance Worker II (Parks) – Parks

- 100% to Current Expense

Police Chief – Police

- 100% to Current Expense

Patrol Sergeant – Police

- 100% to Current Expense (Allocated 75% Patrol, 25% Traffic)

Police Detective – Police

- 100% to Current Expense

Police Officer – Police

- 100% to Current Expense (Allocated 75% Patrol, 25% Traffic)

Chief Records Clerk – Police

- 100% to Current Expense

Records Clerk – Police

- 100% to Current Expense
-

Fire Chief – Fire Department

- 45% to Current Expense and 55% to Ambulance Utility
(Allocated 15% Fire Suppression, 25% Fire Admin, 5% Training, 5% EMS, 50% EMS Admin)

Firefighter – Fire Department

- 75% to Current Expense and 25% to Ambulance Utility
(Allocated 50% Fire Prevention/Investigation, 10% Fire, 15% Fire Admin, 10% EMS, 15% EMS Admin)
 - 25% to Current Expense and 75% to Ambulance Utility
(Allocated 25% Fire Suppression, 75% EMS)
 - 80% to Current Expense and 20% to Ambulance Utility
(Allocated 10% Fire Suppression, 70% Training, 20% EMS)
-

Community Development Director – Community Development/Streets/Water/Wastewater/Stormwater

- Split according to number of permits issued in the previous year.

Facility Manager/Building Official – Current Expense

- 100% to Current Expense (Allocated 50% Facilities, 50% Building)

Building Inspector – Current Expense

- 100% to Current Expense

Community Development Administrative Assistant – Public Works/Planning/Engineering/Building

- Split based on a time study assisting the departments listed. (Community Development Director, Facility Manager/Building Official, Building Inspector, Public Works Director).

Stormwater Program/Permit Coordinator - Community Development/Streets/Water/Wastewater/Stormwater

- Split according to time study.

Salary information from comparable cities

Public Works Inspector

	Minimum	Maximum
Airway Heights	\$ 4,720	\$ 6,029
Kelso	\$ 4,514	\$ 5,643
Walla Walla	\$ 4,632	\$ 5,911
Selah	\$ 5,442	\$ 5,442
College Place	\$ 4,469	\$ 5,016
Average	\$ 4,755	\$ 5,608

Recommended Range \$ 4,983 \$ 5,608

ARTICLE 16 SALARIES AND WAGES

See Appendix "A"

1-1-2022 – 3%

7-1-2022 - .5%

Effective 1-1-2023 and 1-1-2024 wages to be increased by 100% of the US All Cities CPI-W, Aug-Aug, index with a minimum of 2% and a maximum of 4%.

Education Incentive

Bargaining unit members shall receive twenty-five dollars (\$25.00) per month for an "AA" degree; and fifty dollars (\$50.00) per month for a "BA" degree if such BA degree is reasonably related to the primary position duties of the employee as determined by the City. If the BA is not reasonably related, then the "BA" will be paid at the "AA" rate. The school used to obtain the degree shall be recognized and accepted by the City of College Place.

ARTICLE 17 DEFINITION OF EMPLOYEES

1. Regular Part-Time Employees: A regular part-time employee shall be defined as any employee who is hired to work a regular schedule of more than twenty four (24) hours, but less than forty (40) hours per week, with a reasonable expectation of employment for six (6) or more months.
2. Regular Full-Time Employees: A regular full-time employee shall be defined as any employee who fills a position which is regularly scheduled to work forty (40) hours per week.

ARTICLE 18 SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal and state law. When any provision thereof is in conflict with or are different from the provisions of this Agreement, the provisions of said federal law or state law are paramount and shall prevail.

City of College Place, Washington
ORDINANCE NO. 22-014

AN ORDINANCE REPEALING ORDINANCE NO. 22-013 AND ADOPTING SALARIES AND COMPENSATION FOR THE MAYOR, CITY COUNCIL, APPOINTED OFFICERS, AND EMPLOYEES OF THE CITY OF COLLEGE PLACE AND FIXING THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED by the City Council of the City of College Place, Washington, that;

Section 1. The salaries and wages of the various appointive officers and employees are fixed as set out in this ordinance. The salaries and wages as set out herein shall be effective from and after July 1, 2022 for all officers and employees. These salaries shall remain in effect until changed by the City Council by a duly enacted ordinance. All salaries and wages are stated at the rate per month except where otherwise indicated. Unless otherwise shown, the positions have been approved with a five-step salary scale.

Position Title	Salary Range				
TITLE	STEP 1	STEP II	STEP III	STEP IV	STEP V
Section 2. NON-UNION, EXEMPT					
City Administrator	11,355				
Police Chief	10,174				
City Attorney	10,166				
Public Works Director	8,907	9,174	9,449	9,732	10,025
Engineer	8,171	8,416	8,668	8,928	9,196
Finance Director	7,911	8,148	8,393	8,645	8,904
Community Development Director	7,683	7,913	8,150	8,395	8,647
Fire Chief	7,457	7,681	7,911	8,148	8,392
Police Lieutenant	7,537	7,763	7,996	8,236	8,483
Building Official	6,710	6,911	7,118	7,332	7,552
Engineering Division Manager	5,896	6,072	6,254	6,442	6,635
City Clerk	5,718	5,889	6,066	6,248	6,435
HR Manager	5,718	5,889	6,066	6,248	6,435
Deputy Finance Director/HR Assistant	4,942	5,091	5,244	5,401	5,563
Mental Health Co-Responder (Limited Term)	4,765	5,099	5,455	5,837	6,246
Section 3. NON-UNION, NON EXEMPT					
Police Sergeant	6,812	7,017	7,227	7,445	7,668
Operations Manager	5,621	5,789	5,963	6,142	6,326
Building Inspector	5,551	5,718	5,889	6,066	6,248
Chief Clerk - Police Department	4,128	4,252	4,379	4,511	4,646
Section 4. PUBLIC EMPLOYEE UNION					
Public Works Inspector	4,983	5,132	5,286	5,445	5,608
Public Works Foreman	4,935	5,083	5,235	5,392	5,554
Water Utility III	4,638	4,777	4,920	5,068	5,220
Fleet Maintenance Manager	4,626	4,765	4,908	5,055	5,207
Water Quality Operator	4,626	4,765	4,908	5,055	5,207
Public Works Inspector/Maintenance	4,616	4,755	4,897	5,044	5,196
Stormwater Program/Permit Coordinator	4,613	4,752	4,894	5,041	5,196
Mechanic II	4,203	4,329	4,459	4,592	4,730

Section 4. PUBLIC EMPLOYEE UNION – Cont.

Accounting Clerk III	4,203	4,329	4,459	4,592	4,730
Deputy City Clerk/Events Coordinator	4,203	4,329	4,459	4,592	4,730
Water Utility II	4,178	4,303	4,433	4,565	4,702
Special Enforcement Officer	4,166	4,291	4,420	4,553	4,689
Street Worker III - Applicator	4,155	4,279	4,408	4,540	4,676
Parks Worker III	4,155	4,279	4,408	4,540	4,676
Street Worker II	3,835	3,950	4,069	4,191	4,317
Parks Worker II	3,835	3,950	4,069	4,191	4,317
Stormwater Worker II	3,835	3,950	4,069	4,191	4,317
Mechanic I	3,835	3,950	4,069	4,191	4,317
Water Utility I	3,770	3,883	3,999	4,119	4,243
Accounting Clerk II	3,770	3,883	3,999	4,119	4,243
Records Clerk	3,770	3,883	3,999	4,119	4,243
Administrative Assistant I	3,770	3,883	3,999	4,119	4,243
Street Worker I	3,686	3,797	3,911	4,028	4,149
Accounting Clerk I	3,410	3,512	3,617	3,726	3,838

Section 5. POLICE UNION

Probationary (starting pay without state certification) *5043*

Detective	6,054	6,236	6,424	6,616	6,815
Police Officer	5,874	6,049	6,231	6,418	6,611

Section 6. FIRE FIGHTER UNION

Firefighter	5,275	5,433	5,596	5,764	5,937
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Section 7. MISCELLANEOUS

Reserve Officer / per hour	15.00	
Part-time Police Records Clerk / per hour	21.59	Maximum 16 hours/week
Laborer / per hour		Minimum Wage to \$18.00 per hour
Intern / Work Study Program		Negotiated by Administration
Hiring / Retention Bonus		Up to \$5,000.00 to be negotiated by Administration

Section 8. 2.08.060 Compensation of Mayor. The Mayor shall be paid the sum of one thousand five hundred dollars per month and in addition receive reimbursement for actual expenses incurred in the discharge of his official duties upon presentation of claim for such expenses and approval by members of the City Council. The City Council will provide, by appropriate resolution from time to time, additional necessary supportive expenses for the carrying out of the necessary functions of the Mayor and his/her office.

Section 9. 2.08.070 Compensation of Council. Each member of the Council of the City, if elected subsequent to the effective date of the ordinance codified in this section, shall receive the sum of three hundred seventy-five dollars per month.

Section 10. Insurance - Non-Union, Exempt employees. As a part of the compensation, the City of College Place will provide the following to full-time Non-Union, Exempt employees: medical, dental, and vision insurance (full family), up to a \$100,000.00 life insurance policy (as offered by vendor), and Long Term Disability Insurance.

Section 11. Insurance - Non-Union, Non-Exempt. As a part of the compensation, the City of College Place will provide the following to full-time Non-Union, Non-Exempt employees: medical, dental, and vision insurance (full family) with an employee contribution of \$40.00/month, up to a \$100,000.00 life insurance policy (as offered by vendor), and Long Term Disability Insurance.

Section 12. Additional Compensation. Occasionally, the Fire Chief may work as part of a Washington State Incident Management Team involved in fighting fires, wildfires, or other disaster. The City will pay the Fire Chief for work outside of his normal work hours while deployed at 1.5 times his regular rate of pay. The City will subsequently be reimbursed by the agency utilizing his services for the amount of wages and benefits expended.

Section 13. Paid family and Medical Leave Act. The City will contribute the employer portion of the premium and the employee will contribute the employee portion of the premium.

Section 14. Ordinance No. 22-013 is hereby repealed.

Section 15: 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 16: Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 17: Effective Date. This ordinance shall be effective July 1, 2022 upon its passage and publication as required by law.

PASSED by the City Council of the City of College Place, Washington, this 13th day of September, 2022.

Norma L. Hernández, Mayor

Attest:

Approved as to form:

Sherri St. Clair, City Clerk

Rea Culwell, City Attorney

City of College Place Job Description

TITLE: Public Works Inspector
Works Director

REPORTS TO: ~~Operations Manager~~Public

Position Summary:

The Public Works Inspector performs inspections on right-of-way work, projects, developments, and works with the building division regarding certificate of occupancy requirements. ~~Also works in the various divisions of public works performing operations & maintenance tasks.~~

SUPERVISION RECEIVED:

Serves under the direction of the ~~Operations Manager~~Public Works Director.

SUPERVISION EXERCISED:

None

ESSENTIAL FUNCTIONS

Depending upon assignment, the incumbent may perform a combination of some or all of the following duties, which are a representative sample of the level of work appropriate to this class.

- Performs Right-of-Way Inspections.
- Performs Project Inspections.
- ~~Performs Development Inspections.~~
- Performs Stormwater Inspections
- Performs Certificate of Occupancy Inspections.
- Examines road repairs completed by utility companies or other third parties for compliance with plans and specifications.
- Reviews plans for new construction of and repairs to existing roads and road surfaces.
- Assists with the review and updating of Standards.
- Issues Right of Way Permits
- ~~Performs Certificate of Occupancy Inspections~~Assists with inquiries from engineers, contractors, and general public regarding City Standards, location of right-of-way infrastructure, and permitting questions.
- Operate City vehicles and equipment, including CDL vehicles.~~CDL and non-CDL required vehicles.~~

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- Keep accurate maintenance records.
- Represents the City in the field for capital projects.
- Use Power Hand Tools. Maintains records and documents related to projects, permits, and field inspections.
- Assists with preparation of progress pay estimates.
- Responds to Emergencies.
- Performs public works operations & maintenance tasks.
- Performs other duties as assigned.

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MINIMUM QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- Basic First Aid & CPR certificate or ability to obtain within 6 months.
- Washington State Approved Flagging and Traffic Control Certificate or ability to obtain within 6 months.
- High School Diploma or equivalent.
- Degree in Construction Management or similar field is desired.
- Five years of experience in road or sewer construction Public Works or Construction Management.
- Experience in inspection work preferred. Previous Public Works or right of way inspection experience is preferred.

KNOWLEDGE REQUIRED:

- Background with computer programs including Microsoft Office.
- City organization, operations, policies and objectives.
- Principles of Construction Management and field inspection.

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SKILLS/ABILITIES REQUIRED

- Familiarity with AutoCAD Civil 2D/3D
- Ability to read and understand construction plans
- Familiarity with plan review software
- Ability to use computer Geographic Information System (GIS) programs.
- Ability to work well with a team and also independently.
- Strong oral and written communication skills.
- Ability to conduct inspections and make professional assessments of work.
- Physical ability to perform the essential job functions.
- Excellent time management skills with a proven ability to meet deadlines.
- Excellent organizational skills and attention to detail.
- Safety compliance is a condition of employment.

WORKING CONDITIONS:

Work is performed in a variety of environments.

- Frequently works near moving, mechanical parts.
- Frequently working in an environment of fumes and airborne particles.
- Frequently works in an environment that is loud.
- Will work in all climate conditions.
- Frequently required to stoop, kneel, crouch, or crawl.
- Must be able to walk, climb on ladders, and reach with hands and arms.
- Must be able to use hands to finger, handle, or feel objects, tools, or controls.
- Occasionally work is performed at high elevations, in trenches, and confined spaces.
- Ability to perform heavy labor is required. This position frequently requires lifting 50 pounds and, occasionally, 75 to 100+ pounds.
- Physically able to inspect road and sewer construction and systems.

LICENSE & OTHER REQUIREMENTS:

- Valid State of Washington or Oregon driver’s license with Class A Commercial Driver’s License (CDL) including tank, trailer, and air brake endorsements.
- Certified Erosion & Sediment Control Lead or ability to obtain within 6 months.

Classification History

Created: 9/9/2021
FLSA: Non-Exempt, Union

Mike Rizzitiello, City Administrator	Date
Mayor	Date
Employee	Date

City of College Place, Washington
RESOLUTION NO. 22-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON, DESIGNATING AND AUTHORIZING THE BELOW LISTED INDIVIDUALS TO ACT ON BEHALF OF THE CITY IN EXERCISING BANKING ACTIVITIES, PROCEDURES AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the City of College Place in accordance with state statute and mandates is required to perform various banking activities throughout the year;

AND WHEREAS, it is required by the financial institutions used by the City of College Place to designate who is authorized to act on behalf of the City;

AND WHEREAS, it is in the best interest of the City of College Place to protect the cash assets, which are deposited in federally approved institutions;

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council for the City of College Place to designate and authorize the below listed positions to perform the necessary banking and loan activities and decisions on behalf of the City of College Place.

AND BE IT FURTHER RESOLVED that the City of College Place shall require dual signatures on all banking instruments and transactions except the transfer of moneys between checking, market interest, savings (investments) and clearing accounts established in behalf of the City of College Place.

NAME	TITLE	SIGNATURE
Norma L. Hernández	Mayor	_____
Michael J. Rizzitiello	City Administrator	_____
Brian J. Carleton	Finance Director	_____
Shawn R. Doering	HR Manager	_____
Sherri L. St Clair	City Clerk	_____

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 13th day of September 2022.

Attest:

Norma L. Hernández, Mayor

Sherri L. St Clair
City Clerk

CHAPTER 8.45 –ABANDONED PROPERTY; ABANDONED CONSTRUCTION SITES; MAINTENANCE AND LENDER RESPONSIBILITY

8.45.010 – Purpose

8.45.020 – General

8.45.030 – Definitions

8.45.040 – Declaration of abandoned property or abandoned construction site

8.45.050 – Owner response; required maintenance

8.45.060 – Lender responsibilities; City maintenance

8.45.070 – Grantee of trustee’s deed or sheriff’s deed, or estate responsibilities; City maintenance

8.45.080 – Waiver for city to abate; trespass of unauthorized individuals

8.45.090 – Policies and Procedures

8.45.100 – Violations

8.45.010 – Purpose

This chapter’s purpose is to identify and regulate property and construction sites that have been abandoned which may pose a risk to the health, safety, and welfare of the public to preserve neighborhood and City character, property values, enjoyment of property, safety in land use, and affordable housing inventory and protect the public’s health, safety and welfare, by identifying abandoned property and construction sites and providing for maintenance and nuisance abatement by owners, lenders, and interested parties.

8.45.020 – General

- A. Applicability. This chapter applies to all property within the City limits of College Place except that, this chapter shall not apply to land with no buildings, structures, or notable development related ground disturbance.
- B. Administration. College Place Police Department (CPPD) or code enforcement officer or designee may administer this chapter, are authorized to declare a property abandoned and to interpret this chapter.
- C. Enforcement. Enforcement of this chapter will be pursuant to Chapter 1.20 CPMC or any other legal means. Enforcement is not mandatory and is at the discretion of the City.

- D. Supplemental. The authority pursuant to this chapter is in addition to and not in limitation of any other authority provided by law.
- E. No duty or benefit created. This chapter does not confer a benefit or create a duty to any one party, entity, or group of people or entities, and confers only benefit or duty to the public as a whole. No individual administering or enforcing this chapter is liable for any damages for acts or omissions in administration or enforcement.
- F. Joint and several responsibility. All responsible parties are jointly and severally responsible for compliance with this chapter and for any payments required. The City encourages agreements to lease, rent, occupy, use, or develop property to require lessee or tenant to comply with this chapter.
- G. All references to College Place Municipal Code (CPMC) and Revised Code of Washington (RCW) include any future amendments or recodifications.

8.45.030 – Definitions

The following definitions are specific to this chapter and shall have the following meanings:

- A. “Abandoned construction site” means lot, tract, parcel, or land area, including subdivisions, building or buildings, or other development, where notable construction activity began and subsequently ceased without completion, for any reason, for a period of 90 days.
- B. “Abandoned property” means property with no signs of legal use or occupancy and at least three of the following indications are visible from the exterior for a period of 90 days:
 - 1. Absence of furnishings and personal items consistent with residential habitation;
 - 2. Gas, electric, or water utility services have been disconnected;
 - 3. Statements by neighbors, passersby, delivery agents, or government employees that the property is vacant;
 - 4. Absence of window coverings such as curtains or blinds or windows are boarded up or closed off or are smashed through, broken, or unhinged;
 - 5. Door on any building or structure is substantially damaged, broken off, unhinged, or conspicuously open;

6. Property has been stripped of copper or other materials, or interior fixtures have been removed;
 7. Law enforcement officials have received at least one report within the immediately preceding six months of trespassing or vandalism or other illegal activities by parties who enter unlawfully on the property;
 8. Property has been declared unfit for occupancy by the City, county or state authority;
 9. Newspapers, circulars, flyers, or mail has accumulated on the property or the United States postal service has discontinued delivery to the property;
 10. Presence of rubbish, trash, debris, overgrown vegetation, dead or diseased trees, or noxious weeds;
 11. Presence of vermin, mold, algae, abandoned or wild animals, or insect or bird infestation;
 12. Conditions which would obstruct emergency service or utility provider access to the property or obstruction of public right-of-way;
 13. Presence of a hazard pursuant to CPMC 8.24.020;
 14. Other evidence of abandonment as determined by the City.
- C. “Building” means any structure used or intended for supporting or sheltering any use or occupancy.
- D. “Lender” means any party or entity who makes, extends, or holds a real estate loan agreement, including, but not limited to, mortgagees, mortgage servicers, beneficiaries under deed of trust, underwriters under deeds of trust, vendors under conditional land sales contracts, trustees and successor in interest to any mortgagee, beneficiaries, vendors, or trustees and any other lienholder on the property. The term also includes any party or entity that accepts a deed in lieu of foreclosure.
- E. “Mid-foreclosure” means when, pursuant to chapter 61.24 RCW, a notice of default or notice of pre-foreclosure options has been issued or a notice of trustee’s sale has been recorded with the Walla Walla county auditor, or a notice of a pending tax assessor’s lien sale, a deed in lieu of foreclosure/sale has occurred, or the property is subject to a contract forfeiture, or is subject to a bankruptcy proceeding.

- F. “Occupied”. A property is considered occupied if a permitted use is physically located and lawfully occupying the property for at least six consecutive months.
- G. “Owner(s)” means any party, entity, group of people or groups of entities or any combination thereof having a legal or equitable interest in property regulated by this chapter.
- H. “Premises” means any lot, tract, parcel, or land area, building or structure in whole or in part and any appurtenances thereto in whole or in part, whether improved or unimproved. Premises include adjacent sidewalks, parking strips, planter strips, ingresses and egresses, alleys, curbs, drains, gutters, roundabouts, and rights-of-way adjacent to any premise, in whole or in part.
- I. “Responsible party” means any party or more than one party, or the following: owner, lessor, tenant, agent, contractor, operator, developer, applicant, occupant of the property, or other party entitled to control, use or occupancy of the premises or any other party causing or contributing to a violation of this chapter. Responsible party includes Lender as defined herein.
- J. “Structure” means anything constructed or erected fixed or intended to be fixed to the ground, including but not limited to residences, buildings, manufactured homes, accessory dwelling units, tiny homes, or any other construction or any portion thereof.

8.45.040 – Declaration of abandoned property or abandoned construction site

When a property meets the definition of “abandoned property” or “abandoned construction site”, the City may declare the property abandoned. Upon declaration, the City shall send notice of declaration of abandonment to the owner(s) on record of the Walla Walla County Assessor’s office and shall post the notice on the property requesting the responsible party(ies) contact the City to address the abandonment. The notice shall request responsible party(ies) comply with Chapter 8.40 CPMC and this chapter, and take all other actions as requested by the City.

8.45.050 – Owner response; required maintenance

- A. Unless notified of construction site abandonment, upon receipt of a notice of abandonment, owner or responsible party shall immediately comply with all requirements of chapter 8.40 – vacant property registration and maintenance, CPMC.
- B. Upon receipt of a notice of construction site abandonment, owner or responsible party shall immediately comply with all requirements of chapter 8.40 – vacant property

registration and maintenance, CPMC, and shall maintain the construction site according to construction and redevelopment best management practices as follows:

1. Security. Buildings and structures shall be secure from access by the public, birds, vermin and animals and pose no significant threat to the public health, safety, and welfare and shall be maintained nuisance free pursuant to CPMC chapter 8.24 or at law.
2. Protection of facilities and watercourses. Premises shall be maintained so as to not cause any breakage, blockage, damage, contamination, or destruction of any watercourse or stormwater facility and so as to not interfere with the public's or other's use thereof.
3. Erosion control. Premises shall be stabilized to prevent erosion and sediment from leaving the site.
4. Environmental protection. In addition to erosion control, premises shall be maintained to avoid spill, release, or exposure of oil or hazardous materials, presence of invasive species as identified by the Washington Invasive Species Council or other local, state, or federal agency, exposure of asbestos to air, ground, or water, and deterioration or damage to environmentally protected areas, cultural and archaeological resources and protected fish, birds and other species.
5. Minimize waste. Construction material and equipment shall be stored to prevent deterioration leading to unsafe or unusable conditions and to optimize industrial recycling.

C. Applicable fees. To defray the costs of administering this chapter:

1. Upon abandonment declaration, at least one responsible party shall pay a fee as set by the City Council in the City's Fee Schedule.
2. For a declared abandoned construction site that has not resumed notable and constant construction activities for a period of at least 45 days, at least one responsible party must pay on January 1 and July 1 of each year a fee as set by the City Council in the City's Fee Schedule. Each subsequent fee will increase unless set otherwise by City Council.
3. If a fee is not timely paid, the City may assess a late fee in addition to the declaration fee in an amount set by City Council in the City's Fee Schedule.

Nothing in this section shall relieve any responsible party from the duty to pay any fee assessed in chapter 8.40 CPMC. The City may take any available action to collect all

fees, along with all costs to the City to collect the fees from the responsible party and amounts due may become a lien upon the property.

8.45.060 – Lender responsibilities; City maintenance

- A. For a property which is in mid-foreclosure, upon receipt from the City of a declaration that a property or construction site is abandoned, or upon actual notice of the abandoned property or abandoned construction site, a Lender or its designee shall, within 30 days or greater time frame identified by the City:
 - 1. Bring the property into compliance with this chapter;
 - 2. Prior to entry, ensure that a notice is posted on the front door that includes the following:
 - a. A statement that the property owner may request locks installed by lender be removed within 24 hours and replaced with new locks accessible by the property owner;
 - b. A toll-free, 24-hour phone number the property owner may call to gain entry, which entry must be provided no later than the next business day;
 - c. The phone number of the Washington statewide foreclosure hotline and the statewide civil legal aid hotline.
 - 3. Leave the property immediately if the property is found to be occupied, notify the City of the occupation, and not enter the property until a subsequent declaration of property abandonment is issued to the Lender by the City.
- B. If a Lender receives notice from the City pursuant to this chapter, the property is not legally occupied, and the Lender does not bring the property into compliance with this chapter, the City may abate any nuisance, secure the property, prevent waste, and take all action to bring the property into compliance with this chapter. The City may recover all costs to do so from the Lender, including and but not limited to collection costs and may place a lien on the property.
- C. The City is not liable for any damages caused by any act or omission of a Lender.

8.45.070 – Grantee of trustee's deed or sheriff's deed or estate responsibilities; City maintenance

- A. Upon declaration of abandonment, if the property or construction site has been the subject of a foreclosure or is held in an estate and is not in compliance with this chapter,

the trustee or personal representative of the estate shall, within 15 days or greater time frame identified by the City respond:

1. That the grantee or the estate's personal representative will bring the property or site into compliance; or
 2. That the grantee or the estate does not have the adequate resources to bring the property or site into compliance.
- B. If grantee or estate does not have adequate resources to or does not bring the property or site into compliance with this chapter, the City may abate any nuisance, secure the property, prevent waste, and take all action to bring the property into compliance with this chapter. The City may recover all costs to do so from the grantee or estate, including and but not limited to collection costs and may place a lien on the property.

8.45.080 – Waiver for City to abate; trespass of unauthorized individuals.

- A. Upon City declaring a property or construction site abandoned, if a responsible party does not bring the property or site into compliance with this chapter, the responsible party(ies) waive any objection to the City entering onto or into the premises for the purpose of abating a condition that would constitute a Dangerous structure or premise, Chronic nuisance property, Junk yard, or Class A Nuisance as defined in CPMC 8.24.010 or an unfit or substandard building as established in RCW 35.80.010. All abatement costs to the City shall be the responsibility of the responsible parties, specifically including Lender and amounts due and owing may become a lien on the property pursuant to CPMC 1.20.110.
- B. Upon City declaring a property or construction site abandoned, responsible party does not secure the property or site from trespassers, the responsible party grants the City authority to trespass unauthorized individuals from the property and to enforce trespass orders.

8.45.090 – Policies.

The City may develop policies consistent and not in conflict with the provisions of this chapter to implement and enforce this chapter.

8.45.100 – Violations.

Noncompliance with any provisions of this chapter is a violation of this chapter and shall be a Nuisance pursuant to CPMC chapter 8.24. Each day of noncompliance shall constitute a separate violation.

Chapter 2.25 – Advisory Groups

2.25.005 – Preamble

2.25.010 – Definitions

2.25.020 – Creation, dissolution, membership, residency requirements, nomination and confirmation, removal

2.25.030 – Advisory group policies

2.25.040 - Officers, terms of office

2.25.050 – Meetings, quorums, governing procedure, record

2.25.060 – Vacancies

2.25.070 – Conflicts of interest and appearance of fairness

2.25.080 – Liaisons and representatives

2.25.090 – Attendance and absenteeism

2.25.090 – Attendance and absenteeism

2.25.100 – Open Public Meetings Act

2.25.110 – Nondiscrimination

2.25.005 – Preamble

- A. Purpose. This Chapter provides general procedures to form and govern ad hoc advisory groups, councils, commissions, committees, task forces, boards, and the like.
- B. Applicability. This chapter applies to all advisory groups in which the City participates, including but not limited to boards, commissions, committees, councils, and task forces to the extent it does not conflict with a different chapter of the CPMC, City council resolution, applicable grant, or county, state or federal law. This chapter applies to group members representing the City in multi-jurisdictional/agency advisory groups to the extent it does not conflict with the multi-jurisdictional/agency group's policies and procedures or applicable law.
- C. Compliance. The Washington state Revised Code of Washington (RCW) and mandates cities establish boards and committees and other groups in certain circumstances. Grants may mandate the City establish such groups. In addition, state law provides for optional advisory groups. This chapter complies with applicable law and grants and should this chapter conflict with any RCW or grant mandate, the RCW or grant governs. Should a federal law or rule mandate advisory groups, federal law or rule governs.

- A. No duty or benefit created. This chapter does not confer a benefit or create a duty to any one party, entity, or group of people or entities, and confers only benefit or duty to the public as a whole.

2.25.010 – Definitions. Words shall have their ordinary and common meaning, except that, unless the context otherwise indicates, shall have the following meanings:

- A. “Advisory group” means any committee, commission, board, council, task force, or group and the like created by City council to advise on subjects and perform other functions as prescribed by City council. Advisory group includes groups mandated or tasked with decision-making authority. Advisory group includes multi-jurisdictional/agency groups, which have City participation.
- B. “Appearance of fairness issue” means a situation in which a person is in a position or appears to be in a position to conduct duties in an unfair or biased manner. In determining whether a member has an issue with appearance of fairness, the test is as follows: Would a disinterested person, apprised of the totality of a member’s personal interest in a matter being acted upon, be reasonable justified in thinking that partiality may exist? If yes, there exists an appearance of fairness issue.
- C. “Conflict of interest” means a situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity. A conflict of interest means a conflict between the private interests and the official responsibility of a person in a position of trust.
- D. “Grant” shall also mean endowment, award, donation, contribution, subsidy, allotment, incentive, or other non-regular or singular conditional money given or awarded to the City.
- E. “Reside within City limits”. A person resides within City limits when he, she, or they maintain and reside in the City for at least eight (8) contiguous months out of a year. A person also resides within City limits when he, she, or they move to the City with the intent of permanently or non-temporarily residing within City and at least six (6) months have passed since moving to the City. A person resides within City limits when he, she, or they provide proof of residency to City council and City council determines the person resides within City limits.

2.25.020 – Creation, dissolution, membership, residency requirements, nomination and confirmation, removal, and resignation

- A. City council, by resolution, may create an advisory group to assist the City in performing City functions by:
 - 1. Declaring a group formed;

2. Determining the purpose of the group;
 3. Setting initial number of members, initial member specific qualifications if any, and initial term of membership, which can be modified pursuant to section 2.25.030;
 4. Establishing a sunset provision, which can be extended pursuant to 2.25.030.
- B. City council, by resolution, may dissolve an advisory group, change the number of or qualification of members, redefine the purpose of the group, or modify the sunset date.
- C. The following procedures and requirements apply to all members of each advisory group unless specifically.
1. Members must reside within City limits.
 2. The mayor or City administrator shall nominate persons to be members.
 3. City council must approve, by quorum majority, each member.
 4. Each member shall begin membership activities upon approval by City council or upon effective date of the previous member's resignation, removal, or expiration of the term for the position.
 5. No member can serve on more than one advisory group unless specifically approved by City council.
- D. The mayor or City administrator may demote an officer or remove a member of an advisory group for one or more of the following reasons:
1. Disruptive or obstructive behavior during meetings or group activities or failing to follow the group's policies or this chapter by the member.
 2. The nominated and confirmed member fails to qualify or assume duties of membership within 30 calendar days of required start date on the group.
 3. Three consecutive unexcused absences or such periodic and consistent unexcused absences by member.
 4. Member ceases to have the necessary qualifications to be a member.

5. Member is convicted or enters an *Alford* plea to a crime and the mayor or City administrator, in consultation with the City attorney, determine, due to the nature or circumstances of the crime, that service on the advisory group is not in the best interests of the public.
 6. Member has a standing conflict of interest issue or appearance of fairness issue as it relates to the general activities of the group such that further participation in the group may be deemed unethical.
 7. Other reason as determined by the mayor or City administrator.
- E. Any member removed from an advisory group is disqualified from serving on any advisory group for a period of 24 months from removal.
- F. Any member may voluntarily resign from an advisory group and resignation shall be deemed to occur upon the effective date of the resignation or immediately if no effective date is stated.

2.25.030 – Advisory group policies

The City shall establish a written policy for each advisory group. The policies shall reflect the initial group information established by City council resolution. The policy shall indicate if and when the OPMA applies to the group and shall provide guidance on complying with the OPMA. The policies may be modified if approved by the mayor or City administrator. Advisory group members shall follow the group policy. The policies must include the purpose of the group.

2.25.040 - Officers, terms of office

Each advisory group shall elect from its membership a presiding officer. Advisory group may elect other officers with such duties as set forth in policies established by the City. For advisory groups that meet quarterly or less per year, the presiding officer shall serve for two years. For advisory groups that meet five times or more per a year, the presiding officer shall serve for one year. There are no term limits for officers.

2.25.050 – Meetings, quorums, governing procedure

- A. Meetings. Each advisory group shall meet according to the group's policy.
- B. Quorums. A majority of advisory group members shall constitute a quorum. An affirmative vote of the majority of a quorum in attendance at any meeting is necessary to elect officers, transact business or carry any proposition. The absence of any officer shall not prohibit a group with a quorum from meeting and fulfilling its duties. In the absence of the presiding officer, any other group officer or the liaison shall serve as the presiding officer to conduct the meeting, but shall not participate in any substantive deliberation or voting unless the liaison is a member of the group.

- C. Governing procedure. *Standard Code of Parliamentary Procedure* – [edition utilized by City Clerk] shall govern advisory group deliberations and business.
- D. A record of the agenda, attendance, and meeting notes shall be recorded and kept by the City pursuant to applicable law.

2.25.060 – Vacancies.

The mayor or City administrator shall nominate to City council, a person to fill a group membership vacancy. To serve on the group, City council must approve the nomination. Should the presiding officer step down from the position, the members shall elect a new presiding officer to fulfill the remaining term. Should the presiding officer vacate the advisory group, the remaining members or all members if City council has filled the open position shall elect a new presiding officer to fulfill the remaining term.

2.25.070 – Conflicts of interest and appearance of fairness.

- A. Members of advisory committees are subject to Chapter 42.23 RCW, Code of Ethics for Municipal Officers, and:
 - 1. No member may use his, her, or their position to secure special privileges or exemptions on behalf of himself, herself, or themselves or others.
 - 2. No member may directly or indirectly give or receive or agree to give or receive any compensation, gift, reward, or gratuity from a source except from the City or with the City's approval for a matter connected with or related to the member's services as a member unless allowed by law.
 - 3. No member may accept employment or engage in business or professional activity that the member might reasonably expect would require or induce him, her, or them due to his, her, or their membership position to disclose confidential information acquired due to his, her, or their membership position.
 - 4. No member may disclose confidential information gained due to the member's position, nor may the member otherwise use such information for his, her, or their personal gain or benefit.
- B. If any member concludes they have a conflict of interest respecting a matter pending before the advisory group they shall immediately disqualify themselves from participating in the deliberations and decision-making process with respect to the matter.
- C. If any member concludes they may have an appearance of fairness issue regarding a matter pending before the advisory group, they shall announce such appearance during a scheduled advisory group meeting upon which the remaining members at the meeting shall determine by vote whether the member should immediately disqualify themselves

from participating in the deliberations and decision-making process with respect to the matter. A tie vote results in disqualification of the member's participation. While not necessary, a statement from the subject member that he, she, or they will deliberate and decide in a fair and unbiased manner can be sufficient to overcome the appearance of fairness issue.

- D. If any member concludes they have a standing conflict of interest issue as it relates to the general activities of the group such that further participation in the group may be deemed unethical, said member shall immediately resign from the group.

2.25.080 – Liaisons and representatives.

The City administrator or his designee, with the mayor's approval, may designate himself, herself, or their self, a City council member, or a City employee who will represent the City, liaising between the advisory group and City council.

2.25.090 – Attendance and absenteeism

Attendance at meetings is mandatory and will be taken at all group meetings. No member may be absent and unexcused from any three consecutive meetings. Three consecutive unexcused absences may result in removal from the group. An absence is unexcused if the absent member did not notify the presiding officer or City liaison at least ten (10) days prior to the meeting of the expected absence. A member may request a leave of absence, which must be approved by the mayor or City administrator.

2.25.100 – Open Public Meetings Act

- A. The Washington Open Public Meetings Act, (OPMA), codified in chapter 42.30 RCW and as amended or recodified, requires that all meetings of governing bodies of public agencies, including cities, counties, and special purpose districts, be open to the public.
- B. Unless the law permits otherwise, the following groups are subject to the OPMA:
 - 1. Planning commission;
 - 2. Parks, Arbor and Recreation Board;
 - 3. Civil service commissions;
 - 4. Library boards;
 - 5. Emergency management group;
 - 6. Economic Development, Tourism, and Events Commission;

7. Utility and Transportation Advisory Commission;
 8. Lodging Tax Advisory Committee;
 9. Historic Preservation Committee;
 10. Advisory groups, which, in whole or in part, exercise actual or de facto decision-making authority for the City, conduct hearings, or take testimony or public comment.
 11. Other advisory groups as determined by the City.
- C. Advisory groups tasked with making non-binding recommendations, conducting community surveys or research, or serving as a liaison between City council and the community or other special interest, who do not conduct hearings or take testimony or public comment are not subject to the OPMA.
- D. All advisory group members must, upon request and as directed by the City, complete OPMA training.

2.25.110 – Nondiscrimination

No person shall be ineligible as a member of an advisory group by reason of race, color, ethnicity, native or national origin, political belief or affiliation, genetic information, religion, sex or gender, sexual or gender expression, sexual orientation, preferred pronoun use, veteran or military status, marital or pregnancy status, mental or physical disability, or any other class of individual protected from discrimination under state or federal law.

City of College Place, Washington
ORDINANCE NO. 22-015

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE,
WASHINGTON, ENACTING CHAPTER 8.45 – ABANDONED PROPERTY;
ABANDONED CONSTRUCTION SITES; MAINTENANCE AND LENDER
RESPONSIBILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

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 pursuant to the Washington State Constitution, has the police power to regulate activities within the City; and

Whereas, RCW 35A.11.020 allows non-charter code cities to adopt and enforce ordinances pertaining to local affairs; and

Whereas, for the safety and welfare of the public, and to preserve and promote real property value in the City, the City may exercise its power in regulating abandoned property and abandoned construction sites within the City and has done so by adopting City Municipal Code Chapter 8.45;

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

Section 1: Enact Chapter 8.45-Abandoned Property; Abandoned Construction Sites; Maintenance and Lender Responsibility, a copy of which is referenced and incorporated herein.

Section 2: 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 3: 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 hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

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.

Passed by the City Council of the City of College Place, Washington, this 13th day of September, 2022.

Norma L. Hernández, Mayor

Attest:

Sherri St. Clair, City Clerk

Approved as to form:

Rea Culwell, City Attorney

City of College Place, Washington
ORDINANCE NO. 22-016

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE,
WASHINGTON, ENACTING CHAPTER 2.25 – ADVISORY GROUPS AND REPEALING
CHAPTERS 2.26 AND 2.60.**

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 pursuant to the Washington State Constitution, has the police power to regulate activities within the City; and

Whereas, RCW 35A13.080 allows non-charter code cities to, by council, to provide for the appointment of advisory citizens' committees, commissions and boards advisory to the city council; and

Whereas, for the in-depth examination of public issues, communication between the City and the community, bringing a range of ideas and expertise to public governance and decision-making, assisting in the resolution of conflicts, providing voice to traditionally underserved members of the community, providing education and training for City and community leaders, and to fulfill requirements for grants and the like, the City may utilize advisory groups and has done so by adopting City Municipal Code Chapter 2.25;

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

Section 1: Enact Chapter 2.25 ADVISORY GROUPS, a copy of which is referenced and incorporated herein.

Section 2: Repeal Chapter 2.26.

Section 3: Repeal Chapter 2.60.

Section 4: 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 5: Severability. 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 hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6: 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.

Passed by the the City Council of the City of College Place, Washington, this 13th day of September, 2022.

Norma L. Hernández, Mayor

Attest:

Approved as to form:

Sherri St. Clair, City Clerk

Rea Culwell, City Attorney

CHAPTER 8.40 – VACANT PROPERTY REGISTRATION AND MAINTENANCE

8.40.010 – Purpose

8.40.020 – General

8.40.030 – Definitions

8.40.040 – Vacant property registration

8.40.050 – Fee for vacant property registration

8.40.060 – Minimum maintenance of vacant property

8.40.070 – Monitoring by City

8.40.080 – Waiver for City to Abate; Trespass of Unauthorized Individuals

8.40.090 – Policies and Procedures

8.40.100 – Violations

8.40.010 – Purpose

This chapter's purpose is to preserve neighborhood and City character, property values, enjoyment of property, and safety in land use by requiring registration of and establishing minimum maintenance standards for vacant property. This chapter requires responsible party to register with the City, secure, and maintain vacant property.

The City may declare a vacant property to be abandoned and subject to Chapter 8.45 CPMC.

8.40.020 – General

- A. Applicability. This chapter applies to all property within the City limits of College Place except that, this chapter shall not apply to land with no buildings or structures.
- B. Administration. College Place Police Department (CPPD) or code enforcement officer or designee may administer this chapter, are authorized to declare a property vacant, and to interpret this chapter.
- C. Enforcement. Enforcement of this chapter will be pursuant to Chapter 1.20 CPMC or any other legal means. Enforcement is not mandatory and is at the discretion of the City.
- D. Supplemental. The authority pursuant to this chapter is in addition to and not in limitation of any other authority provided by law.
- E. No duty or benefit created. This chapter does not confer a benefit or create a duty to any one person, entity, or group of people or entities, and confers only benefit or duty to the

public as a whole. No individual administering or enforcing this chapter is liable for any damages for acts or omissions in administration or enforcement.

- F. Joint and several responsibility. All responsible parties are jointly and severally responsible for compliance with this chapter and for any payments required. The City encourages all agreements to lease, rent, or occupy property to require lessee or tenant to comply with this chapter.
- G. All references to College Place Municipal Code (CPMC) and Revised Code of Washington (RCW) include any future amendments or recodifications.

8.40.030 – Definitions

The following definitions are specific to this chapter and shall have the following meanings:

- A. “Building” means any complete or partial used or intended for supporting or sheltering any use or occupancy.
- B. “Emergency work” means continual work required to restore premises to a condition following natural disasters or events, fire, or a public calamity such as explosion, terrorist attack, or nuclear accident.
- C. “Occupied”. A property is considered occupied if a permitted use is physically located and lawfully occupying the property for at least six consecutive months.
- D. “Owner(s)” means any one person, entity, or group of people or entities or any combination thereof having a legal or equitable interest in property regulated by this chapter.
- E. “Premises” means any lot, tract, parcel, or land area, building or structure in whole or in part and any appurtenances thereto in whole or in part, whether improved or unimproved. Premises include adjacent sidewalks, parking strips, planter strips, ingresses and egresses, alleys, curbs, drains, gutters, roundabouts, and rights-of-way adjacent to any land or building in whole or in part.
- F. “Repair” means the reconstruction or renewal of any part of an existing building or structure or appurtenance thereto.
- G. “Responsible party” means any one person, entity, or group of people or entities or any combination thereof, or the following: owner, lessor, lessee, landlord, tenant, agent, contractor, operator, developer, applicant, occupant of the property, or other person entitled to control, use or occupancy of the premises or any other person causing or

contributing to a violation of this chapter. Responsible person includes trustee, grantee, mortgagee, mortgage servicer, or lender with security interest in the property.

- H. "Structure" means anything constructed or erected fixed or intended to be fixed to the ground, including but not limited to residences, buildings, manufactured homes, accessory dwelling units, tiny homes, or any other construction which may affect the health, safety, or general welfare of the public, or any portion thereof.
- I. "Vacant property" means any property that is or remains unoccupied or unused for 30 or more consecutive days. Vacant property does not include those dwellings where emergency work is being continuously undertaken. Vacant property does not include premises that are land only. Evidence of vacancy includes, but is not limited to one or more of the following:
1. Absence of furnishings and personal items consistent with residential habitation;
 2. Gas, electric, or water utility services have been disconnected or notice of disconnection has been posted on the property;
 3. Statements by neighbors, passersby, delivery agents, or government employees that the property is vacant;
 4. Absence of window coverings such as curtains or blinds or windows are boarded up;
 5. Property has been declared unfit for occupancy by the City, county or state authority;
 6. Construction was initiated on the property and was discontinued before completion, leaving a building unsuitable for occupation;
 7. Newspapers, circulars, flyers, or mail has accumulated on the property or the United States postal service has discontinued delivery to the property;
 8. Presence of rubbish, trash, debris, overgrown vegetation, dead or diseased trees, noxious weeds;
 9. Presence of vermin, mold, algae, abandoned or wild animals, insect or bird infestation;
 10. Conditions which would obstruct emergency services access to the property or obstruction of public right-of-way;

11. Presence of a hazard pursuant to CPMC 8.24.020; or

12. Other evidence of vacancy as determined by the City.

8.40.040 – Vacant property registration.

A. At least one responsible party for each vacant property must register the property with the City within 10 calendar days of the date the property becomes vacant, unless:

1. The property is the subject of a current, valid building permit for repair, construction, redevelopment, or rehabilitation and the permitted activity is occurring. Minimal activity or non-continuous activity will not fulfill this requirement. The City may request the responsible party provide proof, such as receipts, invoices or executed contracts that the permitted activity is proceeding without significant delay; or
2. The property is used for temporary or transitory housing or temporary permitted use, evidenced by active advertising or listing or other proof acceptable to the City; or
3. The property is subject of a land use application for development or redevelopment for which approval has been granted, but building permits have yet to be issued; or

B. To register the property, the responsible party shall, utilizing a City provided form, provide the following information and attest that the information is complete, true, and correct:

1. Name and contact information of the owner and of each responsible party;
2. Proof of ownership;
3. Street address;
4. Name and contact information for property manager, if any;
5. Name and contact information for seller/lessor or listing agent if property is actively for sale or lease;
6. Period of time the property is expected to remain vacant; and
7. Any other information requested by the City.

C. Responsible party for any registered vacant premise shall advise the CPPD, in writing, of any changes to the information on the registration form within thirty days of the change.

- D. The City may, in its sole discretion, waive registration requirement for property used for an activity that is traditionally or usually done on a seasonal or temporary basis.
- E. A responsible party must post the following inside every vacant property so as to be clearly visible to all potential tenants, lessees, renters, buyers, developers, or invitees upon entering the property, but not visible from outside the property:

“This Vacant Property is registered with the City of College Place

This Vacant Property may not meet all applicable codes and regulations required to occupy this property for any use.

The Vacant Property was registered on [date]”

- F. A responsible party must renew the registration of each vacant property on or before January 1 of each year that the property is vacant by submitting a renewal application to the City on forms provided by the City.
- G. Upon satisfactory proof to the CPPD that the vacant property is occupied, the property will be unregistered. Proof of physical occupation may include, but is not limited to, presence of usable furniture and appliances or retail or commercial equipment and inventory in the building or structure that are consistent with the property’s intended use, persons regularly present at and using the premises for its intended use, connected utilities, and deliveries to the property’s address.

8.40.050 – Fee for vacant property registration.

- A. To defray the costs of administering this chapter, at least one responsible party shall pay an annual registration fee for each registered vacant property at the time the space is registered and on January 1 of each year the property remains vacant as set by City Council in the City’s Fee Schedule.
- B. If a vacant property is not timely registered, the City may assess a late fee in addition to the registration fee to be paid by a responsible party in an amount set by City Council in the City’s Fee Schedule.
- C. If a vacant property is not registered as required by this chapter, the City may take any available action to collect all fees, along with all costs to the City to collect the fees from the responsible party and amounts due may become a lien upon the property.

8.40.060 – Minimum maintenance of vacant property.

Responsible party(ies), in addition to maintaining premises in compliance with all applicable CPMC provisions and all applicable law, shall maintain property as follows:

A. Premises shall:

1. Be clean, safe, and sanitary, free from waste, garbage, building materials, excessive vegetation, ground cover six inches or more in height, dead trees, bushes, and vegetation, noxious weeds, hazardous materials, mold, presence of vermin, algae and excessive bacteria growth, insect and bird infestation, tree disease or rot, standing water, and accumulation of newspapers, circulars, fliers.
2. Be clear from obstruction and free from hazards to permit access to premises for emergency response.
3. Be maintained to prevent public right-of-way obstruction or damage or damage to aboveground or belowground utilities and facilities.
4. Be maintained in compliance with Chapter 8.24 CPMC – Nuisances.
5. Not pose a threat to the public health, welfare, or safety as determined by the City.

B. Building or structure. Buildings and structures, in whole or in part, shall be in good repair, free of deterioration and structurally sound, and not to pose a fire, flood, or other weather hazard or a significant threat to the public health, welfare, or safety.

C. Building Openings. All doors, windows, and other openings shall be weather-tight, be secured against entry by animals, including but not limited to birds, insects and vermin, and to prevent plant and fungi growth and trespassers. Missing or broken doors, windows, and other openings shall be covered by glass, plywood, or other weather-resistant materials and tightly fitted and secured to the opening.

D. Unauthorized occupants. Premises shall be free from unauthorized occupants and criminal activity. “No Trespassing” sign shall be conspicuously posted on the property.

E. Foundation walls. Foundation walls shall be animal, plant, fungi, algae and mold proof and be maintained in a structurally sound and sanitary condition so as not to pose a notable threat to the public health, safety and welfare.

F. Exterior walls. Exterior walls shall be free of holes, breaks, and loose or decaying materials. Exposed non-weather resistant metal, wood, or other surfaces shall be protected from the elements and against decay, rust, or algae, fungi, or mold growth and pose no threat to the public health, safety and welfare.

- G. Exterior features. All chimneys, decks, balconies, verandas, patios, box ends, columns, eaves, fascia, flashing, frieze board, gable, garage, railing, soffits, steps, corner posts, drip edges, driveways, dormers, canopies, awnings, shutters, window boxes, exhaust ducts, cornices, trim, wall facings, drains, gutters, down spouts and all other exterior features shall be safely anchored and pose no threat to the public health, safety, and welfare.
- H. Roofs. Roof and flashings shall be maintained in good repair, be structurally sound and free from vegetation, mold, fungi, and stagnant or pooling water.
- I. Pools and other water features. All pools, hot tubs, ponds and other water features shall be enclosed in a barrier at least four feet high with all gates or doors securely locked or latched out of a child's reach or with a locked lid or barrier, which prevents access.
- J. Nuisances. Premises must comply with CPMC 8.24.
- K. Minimize waste. Material and equipment shall be stored to prevent deterioration leading to unsafe or unusable conditions and to optimize recycling.

8.40.070 – Monitoring by City.

Dependent upon City resources, the City may monitor registered vacant premises via periodic site visitation. Any monitoring by the City does not relieve the responsible party from complying with this chapter.

8.40.080 – Waiver for City to Abate; Trespass of Unauthorized Individuals:

- A. As part of the vacant property registration, the responsible party may waive any objection to the City to enter onto or into the premises to abate a condition that would constitute a dangerous structure or premise, Class A Nuisance as defined in CPMC 8.24.010 or an unfit or substandard building or structure as established in RCW 35.80.010. All abatement costs shall be borne by the responsible party and amounts due and owing, including costs of collection, may become a lien on the property.
- B. As a part of the vacant property registration, the responsible party may grant the City authority to trespass unauthorized individuals from the property and to enforce trespass orders.

8.40.090 – Policies and Procedures.

The City may develop policies and procedures to implement this chapter.

8.40.100 – Violations.

Noncompliance with any provisions of this chapter is a violation of this chapter and shall be a nuisance pursuant to CPMC chapter 8.24. Each day of noncompliance shall constitute a separate violation.

City of College Place, Washington
ORDINANCE NO. 22-017

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE,
WASHINGTON, ENACTING CHAPTER 8.40 – VACANT PROPERTY REGISTRATION
AND MAINTENANCE; ESTABLISHING EFFECTIVE DATE**

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 pursuant to the Washington State Constitution, has the police power to regulate activities within the City; and

Whereas, RCW 35A.11.020 allows non-charter code cities to adopt and enforce ordinances pertaining to local affairs; and

Whereas, for the safety and welfare of the public, and to preserve and promote real property value in the City, the City may exercise its power in regulating vacant property within the City and has done so by adopting City Municipal Code Chapter 8.40;

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

Section 1: Enact Chapter 8.40-Vacant Property and Maintenance, a copy of which is referenced and incorporated herein.

Section 2: 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 3: 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 hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

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.

Passed by the City Council of the City of College Place, Washington, this 13th day of September, 2022.

Norma L. Hernández, Mayor

Attest:

Approved as to form:

Sherri St. Clair, City Clerk

Rea Culwell, City Attorney

Chapter 3.54
ONE PERCENT FOR ART PROGRAM

Sections:

- 3.54.010 Purpose.
- 3.54.020 Definitions.
- 3.54.030 One percent for art program established.
- 3.54.040 Procedure.
- 3.54.050 Exemptions.

3.54.010 Purpose.

Establish a program requiring one percent of eligible capital improvement project costs be spent on integrating artwork into capital projects to increase the amount of artwork in the public realm.

3.54.020 Definitions.

A. “Artwork” has the same meaning as “work of art” as defined in CPMC [12.28.010\(10\)](#), and specifically includes ornamentation integrated into the various elements of a capital improvement project as well as distinct, independent artwork located in the vicinity of the capital improvement project.

B. “Capital improvement projects” means projects adopted in the city’s capital improvement plan.

C. “Eligible cost” is the cost of any capital improvement project, including, without limitation, all construction costs, architectural and engineering fees and site work expenses.

Eligible cost excludes: site remediation and/or restoration costs; funds which are explicitly ineligible to be used in conjunction with public art fund programs; budgeted costs of real property acquisition, demolition and financing; and/or Washington State sales tax.

D. “Eligible expenses” for artwork include, but are not limited to:

1. Artist or design fees;
 2. Labor, materials, and transportation required for production, installation, and display of artwork;
 3. Travel related to the production of the artwork;
 4. Permit or certificate fees;
 5. Plaques to identify the artwork; and/or
 6. Ongoing maintenance cost of the artwork.
-

E. “Maintenance” is the periodic work on artwork required to maintain its original functionality or appearance.

3.54.030 One percent for art program established.

This hereby establishes a percent for art program.

The one percent for art program requires that one percent of eligible costs of capital improvement projects exceeding \$2,000,000 be allocated for artwork. Funds shall be used for eligible expenses. Unspent funds designated under this program may be utilized for additional artwork or maintenance of artwork in the city’s public artwork collection.

3.54.040 Procedure.

A. The department head responsible for oversight shall work with the department head responsible for the capital improvement project(s) to identify capital improvement projects subject to this chapter and eligible costs associated with such capital improvement projects.

B. The department head responsible for capital improvement project(s) will notify the assigned project manager of the requirements of this chapter.

C. The assigned project manager shall work to integrate artwork into the capital improvement project, following adopted policies and procedures.

3.54.050 Exemptions¹.

Capital improvement projects meeting the following criteria are exempt from this chapter:

A. The capital improvement project cost is less than \$2,000,000; or

B. The capital improvement project is completely underground (e.g., water and sewer mains) and/or is not visible from the right-of-way, street, park, or other public space; or

C. The capital improvement project consists of routine maintenance or repair; or

D. The capital improvement project is legally restricted from inclusion in this program; or

E. The capital improvement project is deemed by the city administrator and/or city attorney to fall outside of the intent of this chapter.

City of College Place, Washington
ORDINANCE NO. 22-018

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON CREATING A NEW CHAPTER 3.54, ENTITLED “A ONE PERCENT FOR THE ARTS PROGRAM” WITHIN TITLE 3, “REVENUE AND FINANCE” OF THE COLLEGE PLACE MUNICIPAL CODE

WHEREAS, the College Place City Council has identified that providing access to quality of life amenities, including fostering the arts, is a key community commitment; and

WHEREAS, the inclusion of artwork in public places reinforces the City as a arts destination; and

WHEREAS, the Economic Development Chapter of the City’s Comprehensive Plan recognizes that investments in quality of life amenities and services, including the arts, are an effective tool for attracting and retaining quality businesses; and

WHEREAS, public art is under the purview of the City’s Park, Arbor, and Recreation Advisory Board; and

WHEREAS, the construction of capital projects, such as streets, parks, and civic buildings, provides an opportunity for integration of additional artwork into public places; and

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

Section 1: That a new Chapter 3.54 entitled “A ONE PERCENT FOR THE ARTS PROGRAM” of the College Place Municipal Code shall be and hereby is, created and shall read as follows in Exhibit 2.

Section 2: 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 3: Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 4: Effective Date. This ordinance shall take effect and be in full force five days after its passage and publication as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 13th day of September, 2022.

Norma L. Hernández, Mayor

Attest:

Sherri St. Clair, City Clerk

Approved as to form:

Rea Culwell, City Attorney

STATEMENT OF SERVICE

Revised October 2021

This STATEMENT OF SERVICE (“SOS”) is entered into by _____, hereinafter referred to as AGENCY, and PISCES International, a Washington Nonprofit Corporation, hereinafter referred to as PISCES-INTL, for the purpose outlined below (hereinafter, the “Project”).

I. PURPOSE

PISCES-INTL has developed a system for gathering network metadata relating to cyber-attacks that impact the sustainability and resilience of critical infrastructure. This system collects metadata from public sector organizations and applies detection analytics to identify events and trends of interest, alerting participants and other stakeholders depending on severity and taxonomy of the findings. The objective of the metadata collection and analysis is to supply situational awareness of the region’s current threat taxonomy, to identify and initiate response to true incidents, and to differentiate between coordinated, targeted attacks and “background noise”. A secondary objective is to assist regional organizations in meeting compliance requirements cybersecurity monitoring, to facilitate research in cyber security, and to act as the situational awareness tool of record in the event of a regional infrastructure disruption through cyber means.

To this end, AGENCY agrees to share metadata (as defined below) with PISCES-INTL to help achieve the goals of information sharing, public-private partnerships, and protection of regional critical infrastructure. PISCES-INTL will perform monitoring and analysis services such as identifying events and trends of interest and alerting participants and other stakeholders as described in more detail below (the “Services”). AGENCY agrees that PISCES-INTL will work with analysts such as college-level students (“Analysts”) to assist in the performance of the Services.

II. DEFINITION OF METADATA

For purposes of this SOS, “metadata” means metadata extracted from AGENCY network traffic by PISCES’s technology at the point of Internet egress. Examples of metadata include: source and destination IP addresses; source and destination ports; protocol used; flags and sequence numbers; time stamps; and size. For the avoidance of doubt, metadata does not include the contents of messages on AGENCY’s network, nor any other information contained in the content layer of network packets.

III. TERMS OF USE

1. By using the metadata contributed by AGENCY participation in the Project, PISCES-INTL agrees to be bound by the provisions of this SOS.
2. The metadata has been provided for the Project’s use only. PISCES-INTL is granted a limited, non-exclusive, non-transferable right to use the metadata solely for the purposes identified in this SOS.
3. All other uses, including but not limited to the transfer of any portion of the metadata to another party or agency, must be authorized by AGENCY in advance of such use and in writing, unless disclosure is required by law. AGENCY acknowledges that the Project

includes data from public agencies that are subject to the requirements of public records laws. If PISCES-INTL receives a public records request under applicable law that includes the metadata, PISCES-INTL will not disclose the metadata and will refer the requestor to AGENCY.

4. Reproduction and/or disclosure of metadata compilations for commercial purposes is prohibited, unless expressly authorized through a separate licensing agreement with AGENCY. Unless PISCES-INTL chooses to use metadata for research purposes related to the Project, PISCES-INTL will use reasonable efforts to delete metadata within 90 days of receipt. metadata to be used for research purposes may be retained for a longer period.
5. Errors may exist in the metadata provided. PISCES-INTL accepts metadata “as is”, with all faults, and assumes all responsibility for use thereof.
6. THE AGENCY DISCLAIMS ANY WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO ANY METADATA.
7. THE AGENCY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF INFORMATION IN THE METADATA. PISCES-INTL ASSUMES ALL RISKS ARISING FROM THE USE OF ANY METADATA.
8. AGENCY WARRANTS AND REPRESENTS THAT IT HAS FEWER THAN 150 full time users on its network. It is a precondition of participation in the Project that the AGENCY have fewer than 150 full time users on its network. Exceptions can be made on a limited term basis for communities with more than 150 full time users who are interested in pursuing commercial services.
9. Errors may exist in the Services, including in any events and trends of interest identified by PISCES-INTL, Analysts or others who assist in the performance of the Services. AGENCY accepts the Services “as is”, with all faults, and assumes all responsibility for its use of the Services. PISCES-INTL does not represent that the Services will be uninterrupted or error-free.
10. PISCES-INTL DISCLAIMS ANY WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES.
11. PISCES MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE SERVICES. AGENCY ASSUMES ALL RISKS ARISING FROM THE USE OF THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PISCES-INTL, ITS AFFILIATES, OR THE ANALYSTS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THE USE OF THE SERVICES, AND THE MAXIMUM POTENTIAL LIABILITY OF PISCES-INTL UNDER THIS SOS SHALL NOT EXCEED \$100. THIS LIMITATION OF LIABILITY

SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF PISCES-INTL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. In exchange for, and in consideration of, monitoring and analysis services provided by PISCES-INTL, AGENCY will share the metadata with PISCES-INTL.
2. PISCES-INTL will provide a data collector and tap technology to be installed by the AGENCY per instruction by PISCES-INTL. AGENCY acknowledges and agrees that this technology will transmit metadata and related intrusion detection alerts to PISCES-INTL in connection with the Project.
3. Except as otherwise provided in this SOS, PISCES-INTL has the right to use threat analysis information generated in connection with the Project for its own purposes. Without limiting the foregoing, PISCES-INTL may share intrusion detection alert information and metadata with a federally-designated Fusion Center and/or Information Sharing Analysis Center of the State in which the AGENCY is located.
4. PISCES-INTL has the right to utilize Analysts to review, maintain, and analyze metadata provided by the AGENCY.
5. AGENCY agrees to provide metadata on a real-time or near real-time basis until the termination of this SOS, as provided in paragraph IV.9, below. PISCES-INTL will use reasonable efforts to review the metadata on a regular basis, but AGENCY acknowledges and agrees that the metadata will not be reviewed on a 24/7 basis.
6. PISCES-INTL will communicate significant Project changes to AGENCY staff when they occur, including between planned quarterly updates. Examples of significant Project changes could be the addition of technology to identify previously unknown threats, new analysis products, or changes to the user interface.
7. AGENCY agrees to allow PISCES-INTL to aggregate data for the Project using the collector and tap technology provided by PISCES-INTL, and/or to provide logs, alerts, traps, netflow, or other event data via the syslog protocol over a secure network.
8. AGENCY and PISCES-INTL agree that metadata that includes identifying fields such as usernames, IP addresses or hostnames, if transmitted, will not be used in any analysis or intentionally disclosed by PISCES-INTL.
9. This SOS may only be amended or supplemented to provide for additional opportunities to share data; otherwise, it shall remain in effect until terminated either by mutual consent of the parties or by cancellation by thirty (30) days written notice from one party to the other party.

10. Equipment return: In the event of election to terminate this SOS, AGENCY agrees that it will disconnect and return the data collector and tap technology to PISCES-INTL at their expense within 90 days of termination.

11. Nothing herein shall be construed as obligating AGENCY or PISCES-INTL to expend funds or involve either party in any contract or other obligation for future payment of money, in excess of appropriations authorized by law and administratively available for this work.

12. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

13. The parties agree that the venue of any action or suit concerning this Agreement shall be in King County Superior Court and all actions or suits thereon shall be brought therein.

This AGREEMENT becomes effective on the date of the last signature.

AGENCY

PISCES-INTL

Signature_____

Signature _____

Title_____

Title _____

Date_____

Date _____

City of College Place, Washington
RESOLUTION NO. 22-065

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON ADOPTING A CONTRACT WITH THE PUBLIC INFRASTRUCTURE SECURITY CYBER EDUCATION SYSTEM (PISCES)

Whereas, the Public Infrastructure Security Cyber Education System (PISCES) is a program that allows smaller local government agencies to take advantage of a network monitoring service at no cost; and

Whereas, this provides an opportunity for smaller government agencies to partner with education to produce a stronger security analyst work force; and

Now, therefore, be it resolved that the City Council of the City of College Place does hereby establish the following:

1. Adoption of a contract with the Public Infrastructure Security Cyber Education System (PISCES).

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 13th day of September, 2022.

Attest:

Norma L. Hernández, Mayor

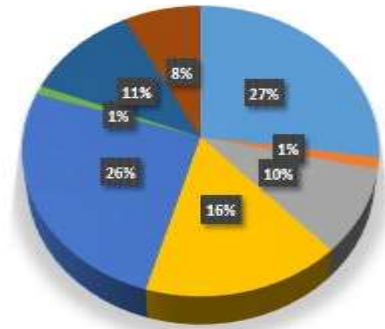
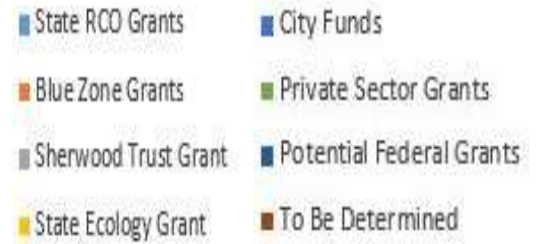
Sherri St. Clair, City Clerk

Lions Park – A vision for our community space

What is the vision?

- Inclusive play area - 2023
- ADA accessible fishing dock/pond - 2023
- Walking trail with fitness equipment - 2023
- Splash pad - 2023
- Upgraded bathrooms and picnic shelter - 2023
- New multi-use play fields - 2023
- Farmers Market and entertainment space 2023

How is it funded?



Timeline

- Fall 2022 – Wrap up Final Engineering
- Winter 2023 – Bid out project
- Spring 2023 - begin construction
- Fall 2023 - complete construction



Splash pad



Inclusive play area



Picnic shelter



New bathrooms



Questions? Contact jrickard@cpwa.us

City of College Place, Washington
RESOLUTION NO. 22-066

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING SUPPORTING GRANT APPLICATION TO THE PORT OF WALLA WALLA/WALLA WALLA COUNTY .09 ECONOMIC DEVELOPMENT SALES TAX FUND FOR LIONS PARK IMPROVEMENTS

WHEREAS, the City of College Place has been working on plans to renovate Lions Park since 2017 and it is slated for reconstruction in Spring/Summer 2022; and

WHEREAS, Lions Park acts as the town square for the community and supports economic development through the weekly Farmer's Market, Movies at the Park, and other special community events; and

WHEREAS, the Port of Walla Walla is the economic development agency for all jurisdictions in Walla Walla County;

NOW, THEREFORE, be it resolved that the City of College Place, Washington authorizes submission of a grant application into the Port of Walla Walla/Walla Walla County .09 Sales Tax Grant Program to assist in financing Lions Park renovations.

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.

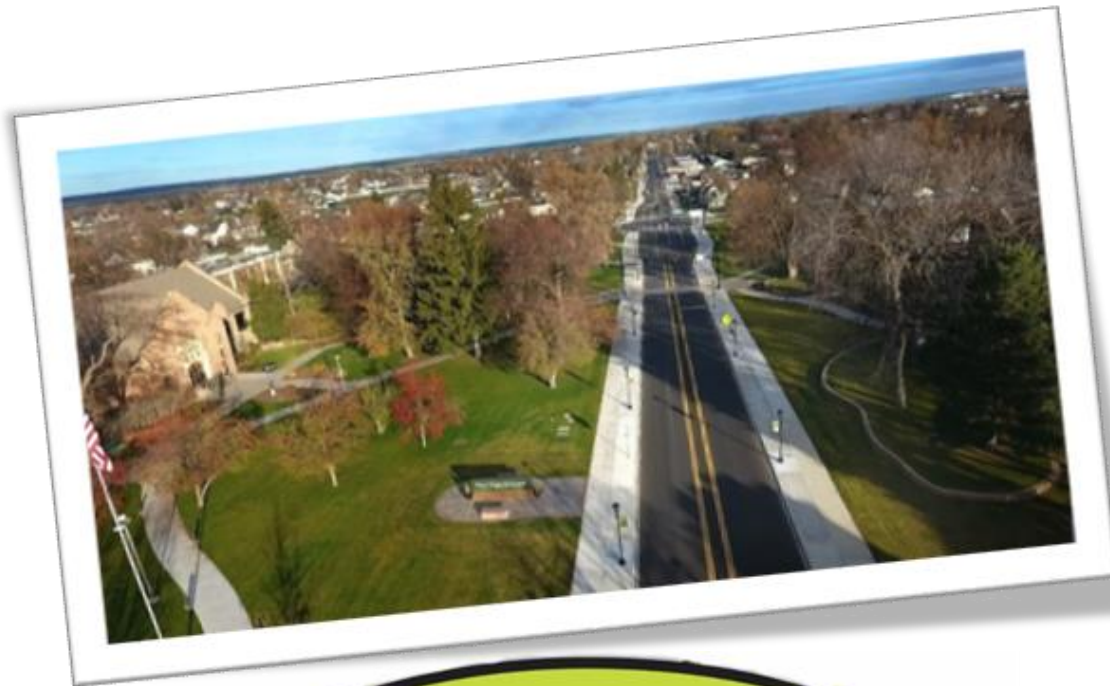
Effective Date. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 13th day of September, 2022.

Attest:

Norma L. Hernández, Mayor

Sherri St. Clair, City Clerk



LOCAL ROAD SAFETY PLAN

COLLEGE PLACE

WASHINGTON



Acknowledgements

The City of College Place 2021 Local Road Safety Plan was a collaborative effort between the Walla Walla Valley MPO/SRTPO (Metropolitan Planning Organization/Sub-Regional Transportation Planning Organization), Blue Zones Project Walla Walla Valley, and the 2021 City of College Place Engineering Intern, Akua Owusu Ansah, an engineering student at Walla Walla University.

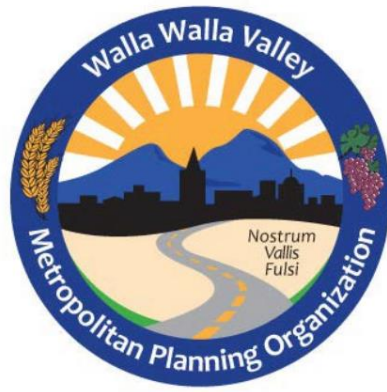


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Acronyms and Abbreviations

A - Suspected Serious Injury

B - Suspected Minor Injury

C - Possible Injury

CMI - Countermeasures for Intersections

CMS - Countermeasures for Roadway Segments

CMP - Countermeasures for Pedestrian Safety

CMC - Countermeasures for Cyclist Safety

CMO - Countermeasures for All

CRF - Crash Reduction Factor

CV - Crash Value

DEV - Daily Entering Vehicle

DUI - Driving Under Influence

FHWA - Federal Highway Administration

HSIP - Highway Safety Improvement Program

KA - Fatal and Serious Injury

KABCO - scale which establishes severity of a collision based on decreasing order of severity: Fatal Injury (K), Suspected Serious Injury (A), Suspected Minor Injury (B), Possible Injury (C), No apparent Injury/Property Damage (O)

K - Fatality

LRSP - Local Road Safety Plan

mi - miles

MP - Mile-Post

O - No apparent Injury/Property Damage

PDO - Property Damage Only

VMT - Vehicle Miles Travelled

WCV - Weight Crash Value

WSDOT - Washington State Department of Transportation

Introduction

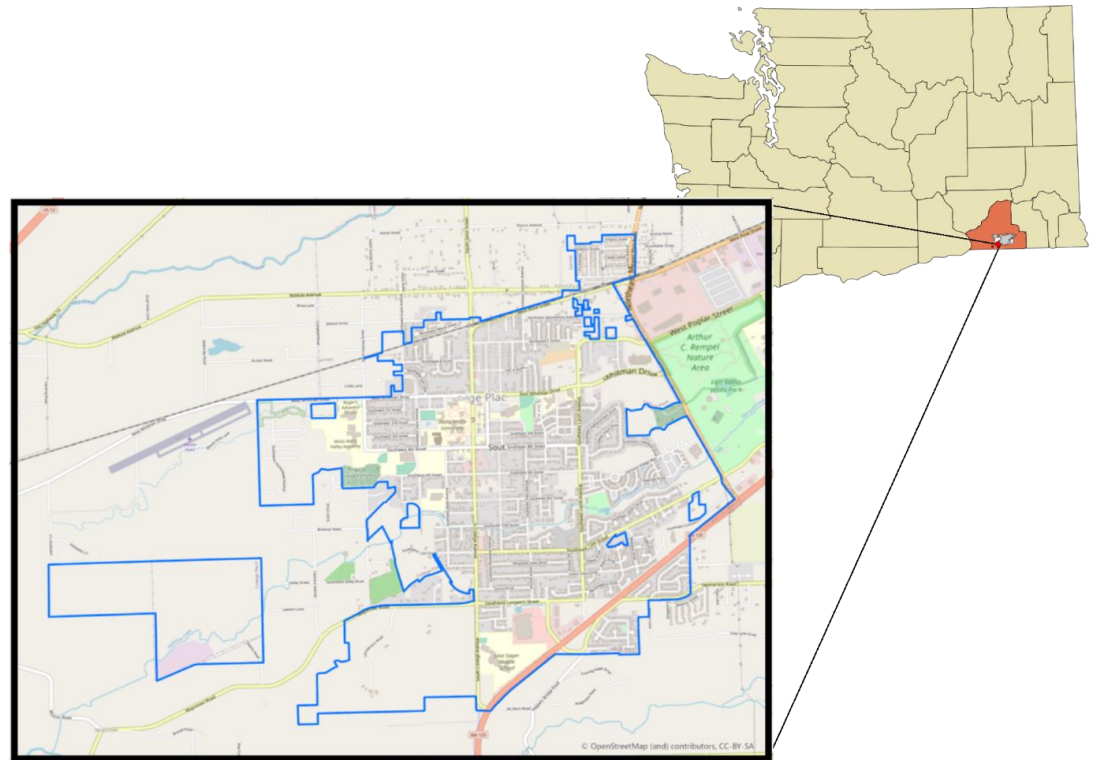
Located in south-eastern Washington State, College Place is a city in Walla Walla County (Figure 1¹). As of 2010, the city was home to 8,792 people. By 2019, the population had grown to 9,317.² College Place is one of four cities within Walla Walla County and also the second-largest, being approximately three square miles in size.

Over the last ten years (2011 - 2020), College Place has had 735 crashes, 203 injuries with three fatalities, and six suspected serious injuries. On average, that is about 67 crashes each year (0.007 collisions per capita). This is fewer than many cities of comparable population in Washington (see Table 15, Appendix). During the same time period there were 1,080,613 crashes statewide, averaging around 108,000 crashes per year (0.014 collisions per capita based on 2019 population data).³

Though the number of average annual crashes in College Place may seem small, no death or serious injury is acceptable. With this in mind, the Federal government has partnered with state and local governments to eliminate fatal and serious injury crashes.

A Local Road Safety Plan (LRSP) focuses on understanding where and why crashes occur.

Using data collection, data analysis, and appropriately selected countermeasures, the LRSP puts in place prioritized projects that, once implemented, reduce collision risks and improve roadway safety for all transportation users.



¹ Source: Image by Akua based on information by Arkyan - based on public domain information. Based on similar map concepts by Ixnayonthetimmay, CC BY-SA 3.0, <https://commons.wikimedia.org/w/index.php?curid=2977946>

² U.S. Census Bureau: <https://www.census.gov/quickfacts/fact/table/collegeplacecitywashington,WA,wallawallacountywashington/PST045219>

³ <https://remoteapps.wsdot.wa.gov/highwaysafety/collision/data/portal/public/>

Washington State Target Zero Plan

The Highway Safety Improvement Program (HSIP) is the *Figure 1: map showing location of College Place, WA* fatalities and serious injuries within the nation (Figure 2⁴). Established in the year 2000, the Target Zero plan is Washington State's answer to the Strategic Highway Safety Plan (SHSP). The data from previous years show that the numbers of traffic deaths and serious injuries are increasing. The newly modified version emphasizes the belief that "not one death is acceptable on our state's roadways." Through action-focused, data-driven evaluations, innovations, and new strategies, impactful solutions are proposed to combat the growing traffic death and serious injuries by 2030.



Figure 2. Federal Highway Administration diagram outlining a Local Road Safety Plan

⁴ Source: https://safety.fhwa.dot.gov/virtual_trade_show_nace2020_508_version/

College Place Local Road Safety Plan

On the local level, the City of College Place has taken the responsibility to implement its own Local Road Safety Plan to eliminate fatalities and serious injuries.

PART OF THE CITY OF COLLEGE PLACE'S MISSION STATEMENT IS TO HAVE

“PEOPLE CIRCULATE EASILY IRRESPECTIVE OF MODE, WHETHER BY CAR, FOOT OR BIKE; A SYSTEM OF SIDEWALKS AND TRAILS MAKE FOOT TRAFFIC A PREFERRED METHOD TO GET AROUND TOWN.”

Thus, the City College Place is committed to providing a safe and efficient transportation and circulation system that reinforces the City's distinct community character, addresses the needs of College Place residents, promotes and supports the desired land use pattern and is concurrent with new growth. The City plans to identify the critical areas that jeopardize these vision, values, and goals, and implement countermeasures to tackle this issue and provide a safe and welcoming atmosphere to all.



Figure 3. The City of College Place City Hall

College Place Traffic Collision Summary

Over the past ten years (2011 - 2020), the City of College Place has experienced 734 collisions which resulted in three fatalities and 203 injuries. On average, about 73 crashes occurred each year.

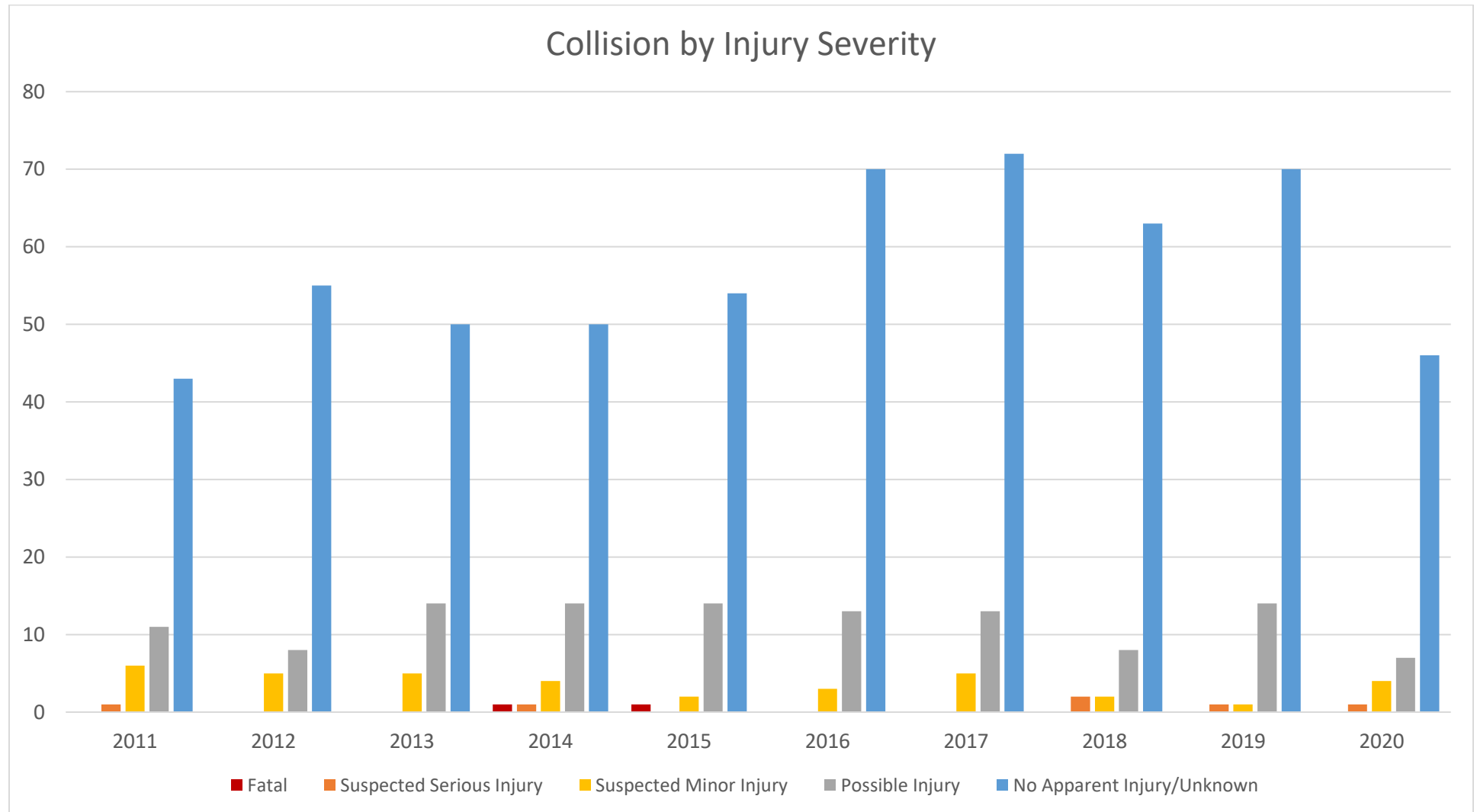


Figure 4: Collision by injury severity in College Place from 2011-2020

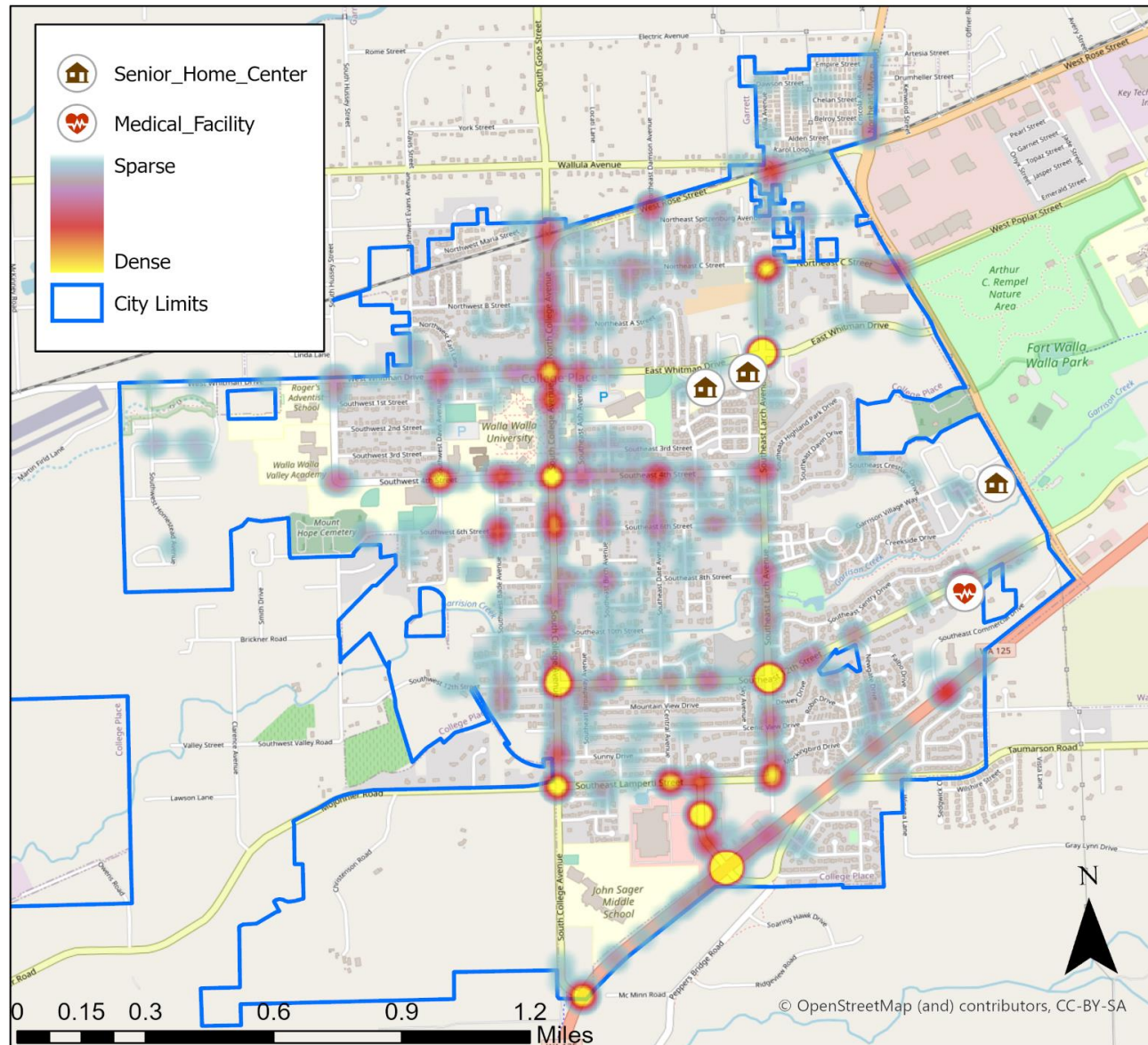
In Table 1, these 734 crashes are shown in tabular form: two fatality crashes (0.3%) resulted in three fatalities and the 203 injury collisions can be further divided into six suspected serious injury crashes (0.8%), 37 suspected minor injury collisions (5.0%), 116 possible injury crashes (15.8%), and 573 collisions with no apparent injuries (78.1%). Pedestrians were impacted in six collisions (0.8%) and bicyclists were involved in eight collisions (1.1%).

Table 1: Tabulation of collisions in College Place between 2011 and 2020⁵

Year	Fatal Crashes	Suspected Serious Injury	Suspected Minor Injury	Possible Injury	No Apparent Injury/Unknown	Total Crashes
2011	0	1	6	11	43	61
2012	0	0	5	8	55	68
2013	0	0	5	14	50	69
2014	1	1	4	14	50	70
2015	1	0	2	14	54	71
2016	0	0	3	13	70	86
2017	0	0	5	13	72	90
2018	0	2	2	8	63	75
2019	0	1	1	14	70	86
2020	0	1	4	7	46	58
10-Year Total	2	6	37	116	573	734
Annual Average	<1	<1	4	12	57	73

⁵ Source: Data provided on June 3, 2021, by WSDOT Transportation Data, GIS & Modeling Office (TDGMO) - Crash Data and Reporting Branch

Heat Map of Total Crashes (Non-Weighted)



The location of all the crashes (fatalities, serious injuries, minor possible injuries, possible injuries and PDO's) are based only on number of crashes not on severity.

The collisions occurred more frequently on State Route 125 and at intersections with and without traffic signals.

Figure 5: Heat map of crashes throughout the city of College Place

“Crashes result in tangible and intangible consequences” (FHWA⁶). The tangible costs are the goods and services related to the crash and the indirect costs to individuals and society. This includes EMS expenses, property damage, and medical costs, among others. The intangible costs are measured by quality-adjusted life years (QALY) based on a quantifying value that is estimated and calculated based on the severity of the crash. Table 2 shows the KABCO scale which establishes severity of a collision based on decreasing order of severity: Fatal Injury (K), Suspected Serious Injury (A), Suspected Minor Injury (B), Possible Injury (C), No apparent Injury/Property Damage (O) Thus there is an urgency to reduce crashes involving vulnerable road users.

Table 2: Cost of crash by severity

Severity	Comprehensive Crash Unit Cost (2016 dollars)
K	\$11,295,400
A	\$655,000
B	\$198,500
C	\$125,600
O	\$11,900

Figure 6 on the following page shows KA (Fatal and Serious Injuries) over the study period. Crashes involving vulnerable people such as pedestrians and cyclists are put at risk. Though they represent only about 2% of the overall data, over 25% of pedestrians who were hit had serious injuries and thus will be seriously considered during the selection of proposed countermeasures.

⁶ source: <https://safety.fhwa.dot.gov/hsip/docs/fhwasa17071.pdf>

Fatality and Serious Injury Crashes

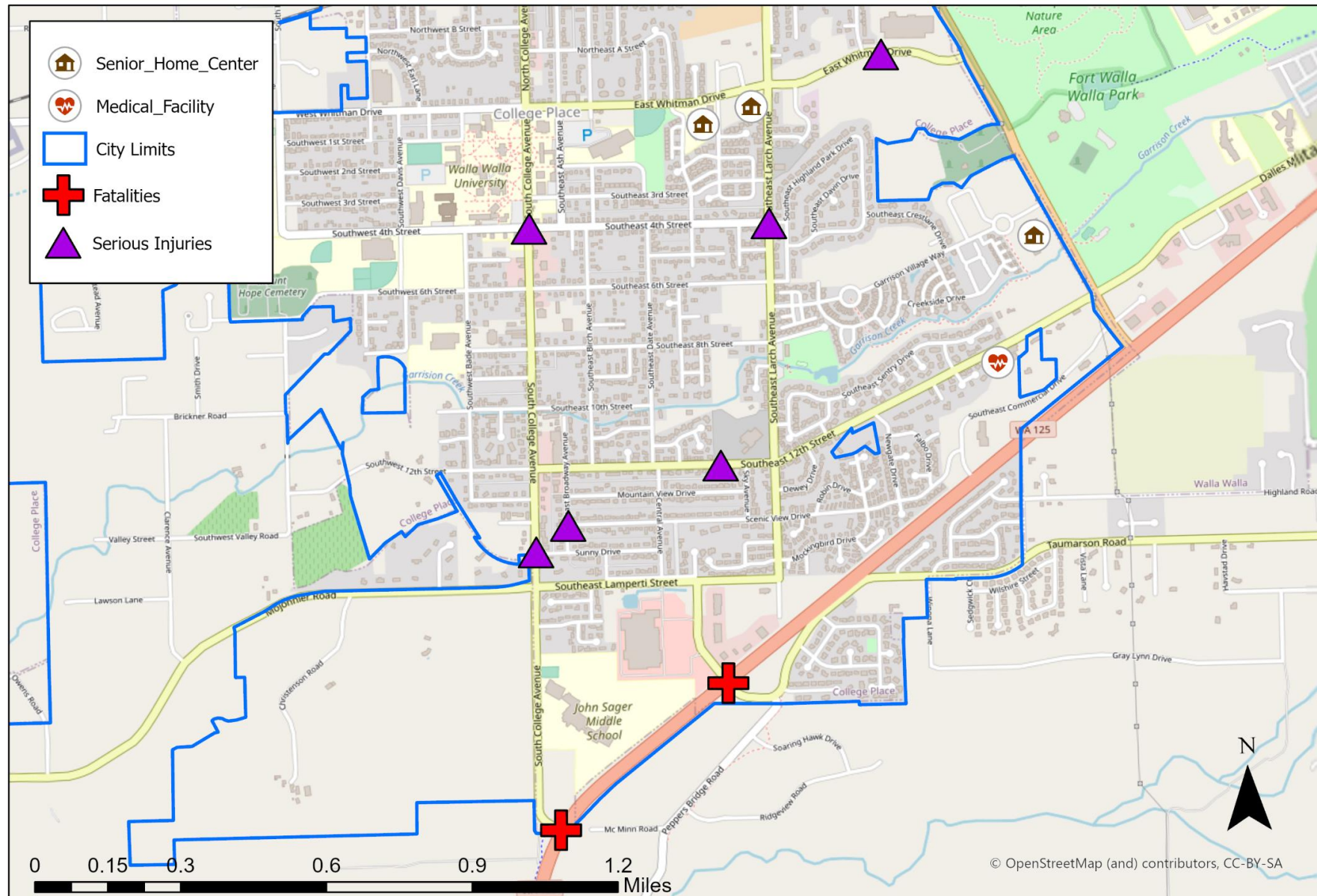
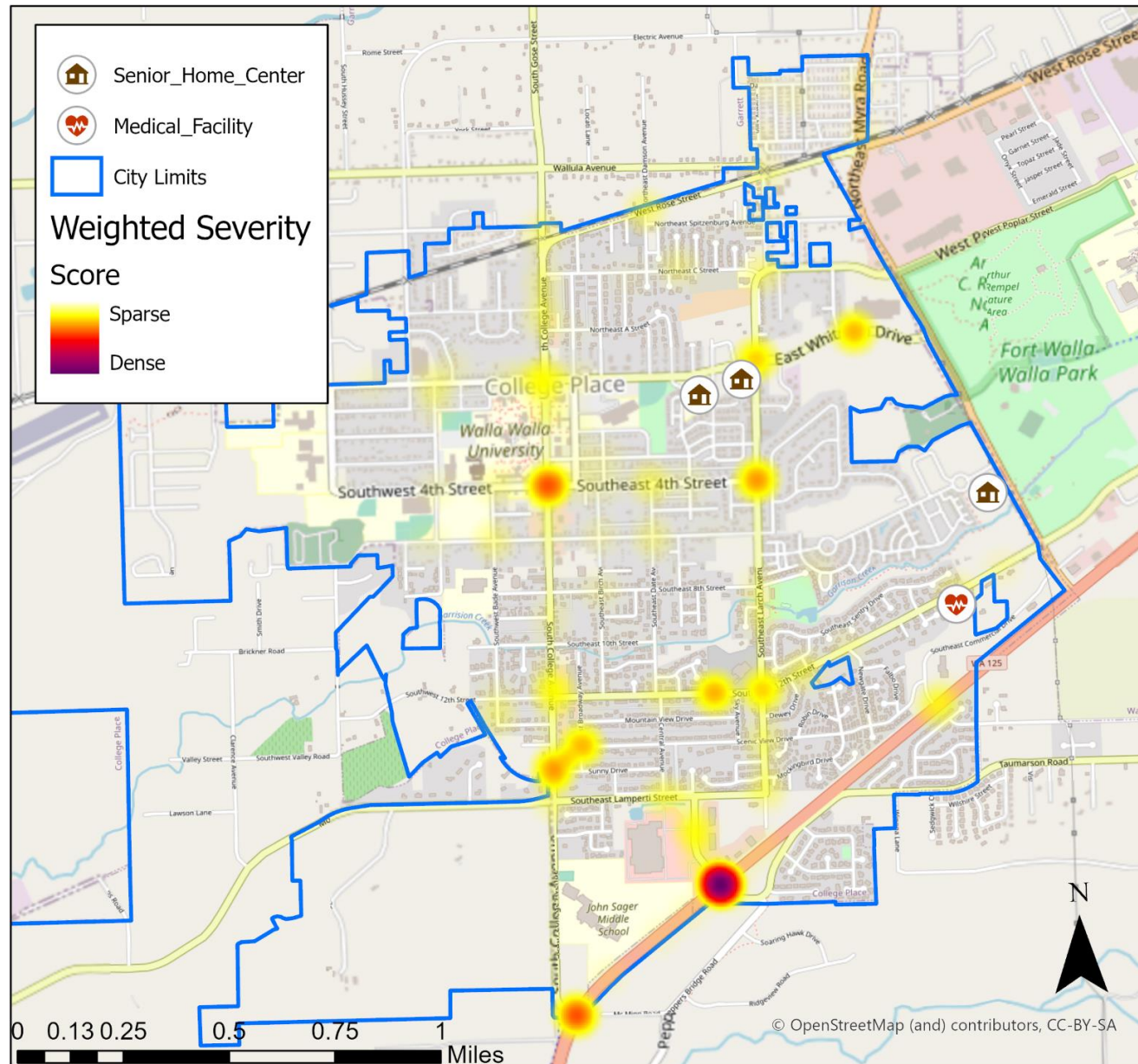
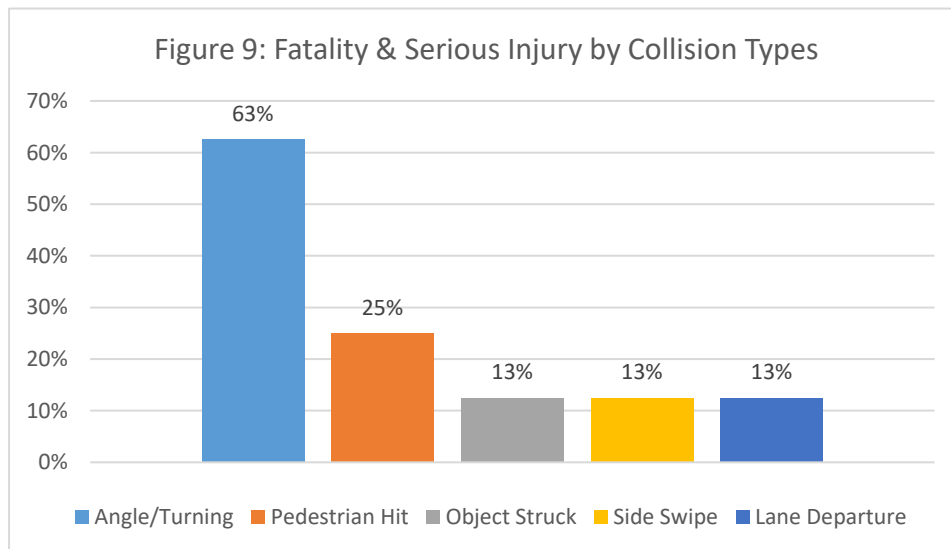
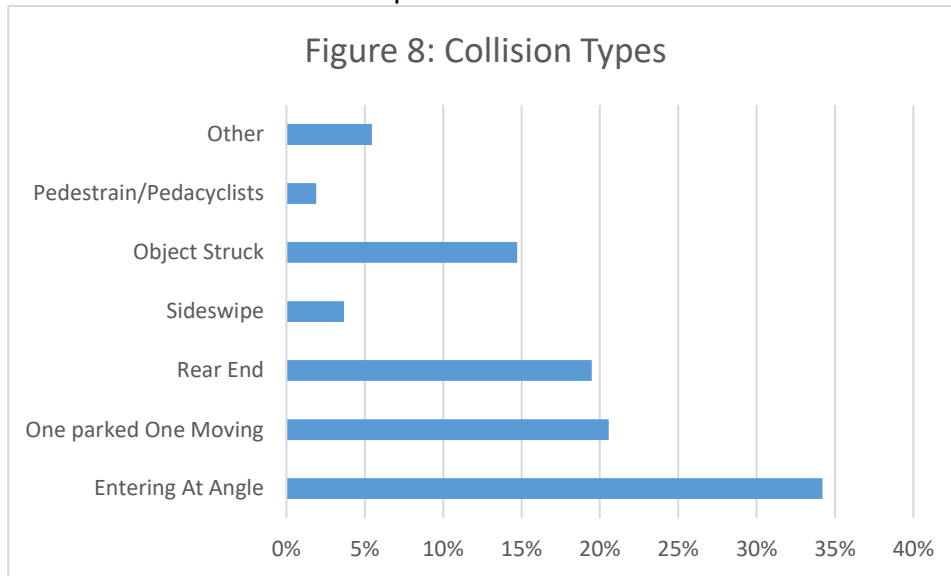


Figure 6: Location of fatal and serious injury crashes

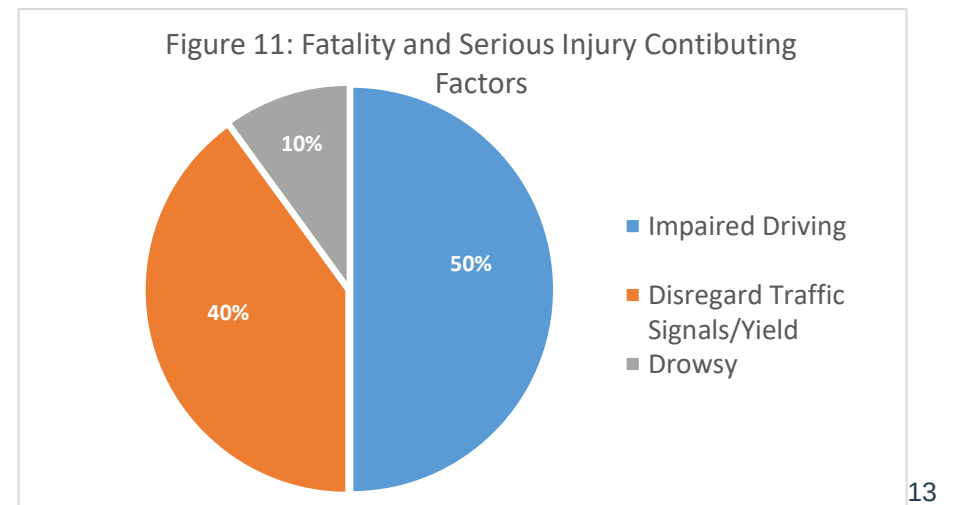
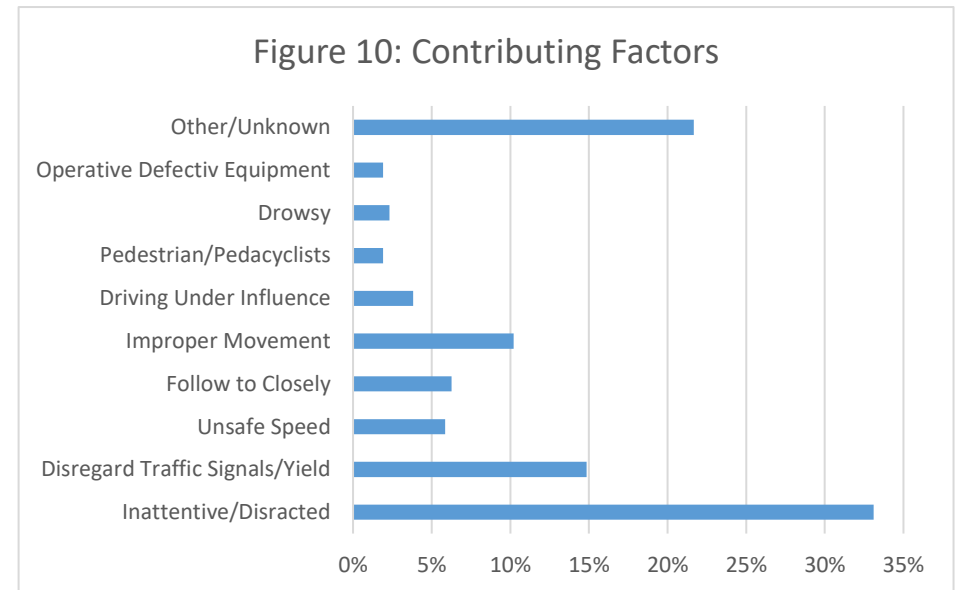
Heat Map of Total Crashes (weighted)



Collision Types - Crash type analysis (i.e. angle, rear-end, sideswipe, fixed object, etc.) categorizes crashes, identifies key trends, and proposes countermeasure solutions. Figure 8 shows a summary of the crash types over the study period. The most prevalent crashes were angle, fixed object, and rear-end. The second figure shows the fatal and serious injury crashes (FSI). Over 60% of angle crashes resulted in fatal or serious injury crashes while over 20% of pedestrians were involved in FSI.



Contributing Factors - Over the study period, 100% of FSI reported at least one contributing circumstance. Forty-eight percent of road user behaviors were inattention, distraction, disregarding traffic signals, and failing to yield. Inattention was the most frequent contributing factor reported. Driving under the influence accounted for 50% of FSI and 40% of FSI were because of disregarding traffic signals and failing to yield.



Intersection Crash Locations

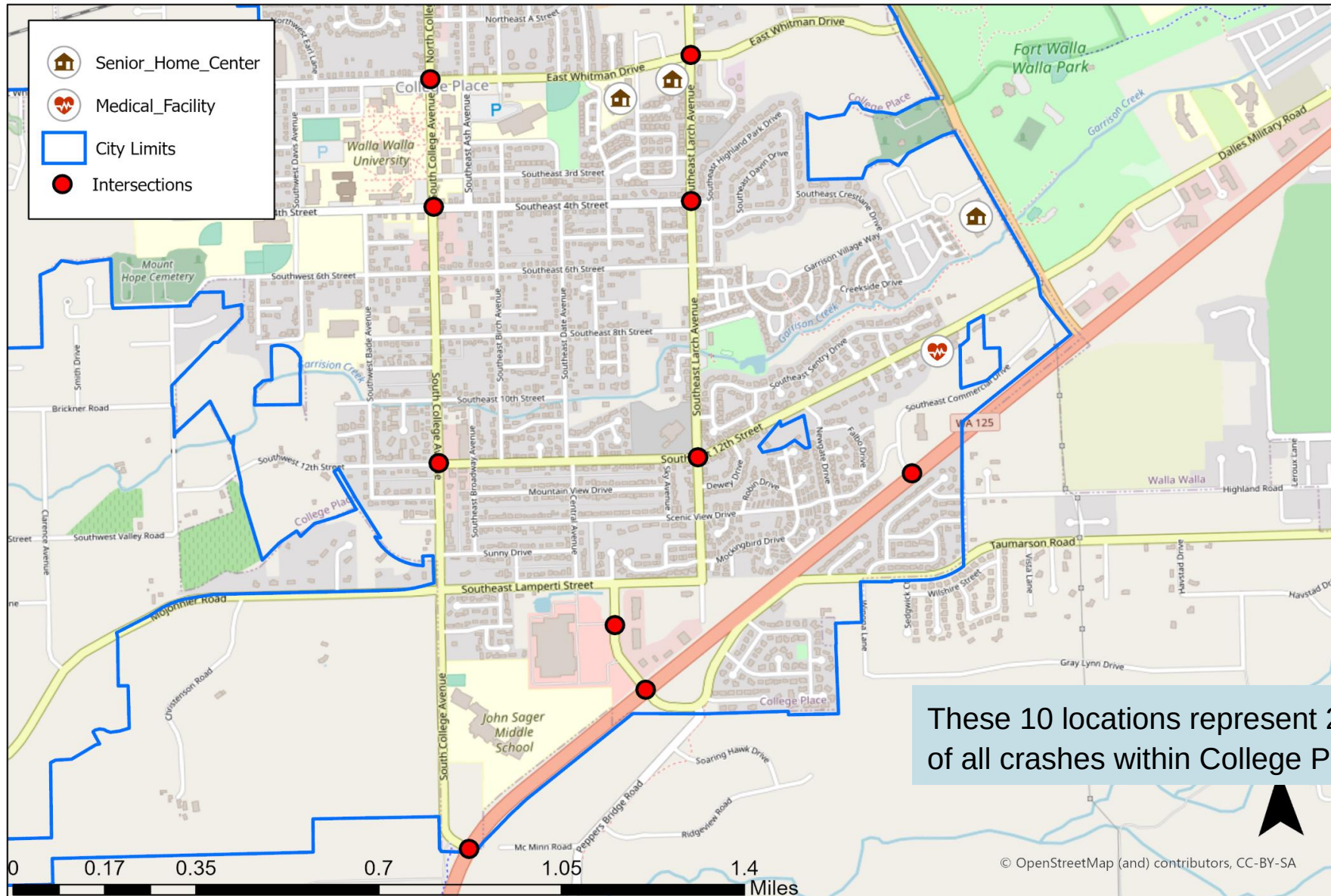


Figure 12: Locations of collisions at intersections in College Place

Table 3: Collisions at intersections throughout College Place including crash severity and weighted crash rate

	ID	Intersection Name	Total Crashes	Fatal Crash	Serious Injury Crash	Injury Crash	Daily Entering Volumes	Crash Rate	Weighted Crash Value (WCV) per 1,000 Vehicles
	Signalized Stop								
State Route	SI_1	SR 125 (MP-2.34)/Taumarson Rd/ SE Meadowbrook St	50	1		22	24,445	0.560	13.70
	SI_2	SR 125 (MP-1.88)/College Place S	14	1		4	19,410	0.198	3.84
	SI_3	SR 125 (MP 3.00)/SE Commercial Dr	6			4	19,070	0.086	1.64
City Street	CI_1	S College Ave/SE 12th St	16			2	6,345	0.691	4.38
	CI_2	SE Meadowbrook Blvd/ Meadowbrook Plaza & NE Walmart Entrances	15			4	6,995	0.588	4.11
	CI_3	S College Ave/SE 4th St	10		1	3	8,130	0.337	2.74
	CI_4	S College Ave/Whitman Dr	7			5	9,910	0.194	1.92
	4-Way Stop								
	CI_5	NE Larch St/SE 12th St	24			5	6,460	1.018	6.58
	CI_6	NE Larch St/SE 4th St	5		1	1	4,075	0.336	1.37
	2-Way Stop								
	CI_7	NE Larch St/W Whitman Dr	25			7	7,875	0.870	6.85

Table 4: Collision type and number by intersection location

Intersection Location	Total Crashes	Including		Collision Type				
		Pedestrian	Bicyclists	Angle ^a	Rear End	Stationary Object ^b	Side-swipe	Other
SR 125 (MP 2.34)/ Taumaron Rd/ SE Meadowbrook St	50			20	26		4	
SR 125 (MP1.88)/ S College Ave	14			3	7	1	1	2
SR 125 (MP 3.00)/ SE Commercial Dr	6			2	2		1	1
S College Ave/ SE 12th St	16		1	10	4		1	1
SE Meadowbrook Blvd/ Meadowbrook Plaza & NE Walmart Entrances	15			15				
S College Ave/ SE 4th St	10	1		8	1			1
S College Ave/ Whitman Dr	7	1		2	4			1
SE Larch St/ SE 12th St	24			18	5	0	1	
NE Larch St/ SE 4th St	5	1	1	3				2
NE Larch St/ E Whitman Dr	25			21	2	2		
Total	172	3	2	102	51	3	8	8

^a Includes Right Turn, Left Turn, U-Turn, Improper Turn/Merge/Passing, Right Angle, one stopped--one moving

^b Includes Fence, Tree/Stump, Utility Pole, Concrete Barrier, Street Pole/Base, Fire Hydrant, Curb/Traffic Island, Signpost, Mailbox, Building, Retaining Wall, Railroad Tracks, Guardrail, Traffic Signs, Other Objects

Table 5: Contributing factors by intersection collision location

Intersection Location	Total Crashes	Contributing Factors						
		Inattentive/ Distracted	Disregard Signals/ Yield	Unsafe Speeds	Follow Too Closely	Improper Movement ^c	DUI	Other
SR 125 (MP 2.34)/ Taumaron Rd/ SE Meadowbrook St	50	16	14	3	5	4	3	5
SR 125 (MP1.88)/ S College Ave	14	7	5				1	1
SR 125 (MP 3.00)/ SE Commercial Dr	6		3		1		1	1
S College Ave/ SE 12th St	16	5	4		1			6
SE Meadowbrook Blvd/ Meadowbrook Plaza & NE Walmart Entrances	15	7	5				1	2
S College Ave/ SE 4th St	10		6		2	1		1
S College Ave/ Whitman Dr	7	3	1		1			2
SE Larch St/ SE 12th St	24	11	6		2		1	4
NE Larch St/ SE 4th St	5	2	1			1		1
NE Larch St/ E Whitman Dr	25	4	11	5	1			4
Total	172	55	56	8	13	6	7	27

^c Includes Improper Backing, Improper Turn, Improper Merge, and Improper Passing

Total Crashes and daily entering volume (DEV) were used to calculate Weighted Crash Value. The WCV accounts for the total crashes and the DEV. Table 4 on the previous page shows the intersection locations with the highest number of WCV per crash value. The crash rate was calculated as:

$$ACR = \frac{C \times 1,000,000}{V \times 365 \times N}$$

Where:

ACR= Annual Crash Rate

C = number of crashes during the study period

V = average daily traffic volume

N = number of years in the study period

A total of 10 intersections were selected separated by state route and city streets. There were a total of 172 crashes, two fatalities, two serious injuries, and 57 other injury crashes including PDO. Table 4 on the previous page shows a breakdown of the types of crashes detected at these intersection locations. Table 5 displays the contributing factors identified at the same intersection locations.

Table 5 on the following page shows the segment version of the crash value (CV). Unlike the analysis, the CV was calculated using vehicle miles travelled (VMT), daily volumes (DV), and total crashes. The crash rate was calculated as:

$$ACR = \frac{C \times 1,000,000}{VMT \times 365 \times N}$$

Where:

ACR= Annual Crash Rate

C = number of crashes during the study period

VMT = daily entering vehicles multiplied by the length of the segment

N = number of years in the study period

Nine total segments were selected based on CV and VMT. There were a total of 101 crashes, two serious injuries, and 21 other injury crashes including PDO. Table 6 and Table 7 on the following pages show a breakdown of types of crashes detected at these segment locations. There were a total of three pedestrians with one resulting in serious injury. Two bicyclists were also involved in crashes at these locations. Table 8 displays the contributing factors discovered at the same segment locations.

Table 6: Collision type and number by segment location

ID	Segment Name	To	From	Length (miles)	Total Crashes	Fatal Crash	Serious Injury Crash	Injury Crash	Daily Vehicle Volume	Vehicle Miles Traveled	Crash Rate
CS_1	SE 4th St	SE Ash Ave	SE Elm Ave	0.27	20			6	510 to 910	221	24.79
CS_5	NE C St	NE Lambert	NE Larch St	0.022	9			2	6,360	140	17.61
CS_2	SE 12th St	SE Broadway Ave	Sky Ave	0.37	15		1	2	1,000 to 3,340	836	4.92
CS_3	W Whitman Dr	S Evans	S College Ave	0.32	15			4	2,820 to 4,330	1342	3.06
CS_6	NE C St	Myra Rd	NE Deccio Rd	0.153	9				6,040	890	2.77
CS_4	S College Ave	SE 12 St	SE Lampert St /Mojonnier Rd	0.24	12		1	2	5,180 to 5,640	1347	2.44
CS_7	S Meadowbrook St (w/out Intersection)	SR 125 (MP-2.34)	Walmart Intersection	0.15	8			3	7,620 to 8,340	1186	1.85
CS_9	E Whitman Dr	S College Ave	NE Trentmont Dr	0.3	6			1	3,200	965	1.70
CS_8	W Rose St	NE Lambert	Carey Court	0.13	7			1	10,640	1383	1.39

Segment Crash Locations

These 9 locations represent 14% of all crashes within College Place.

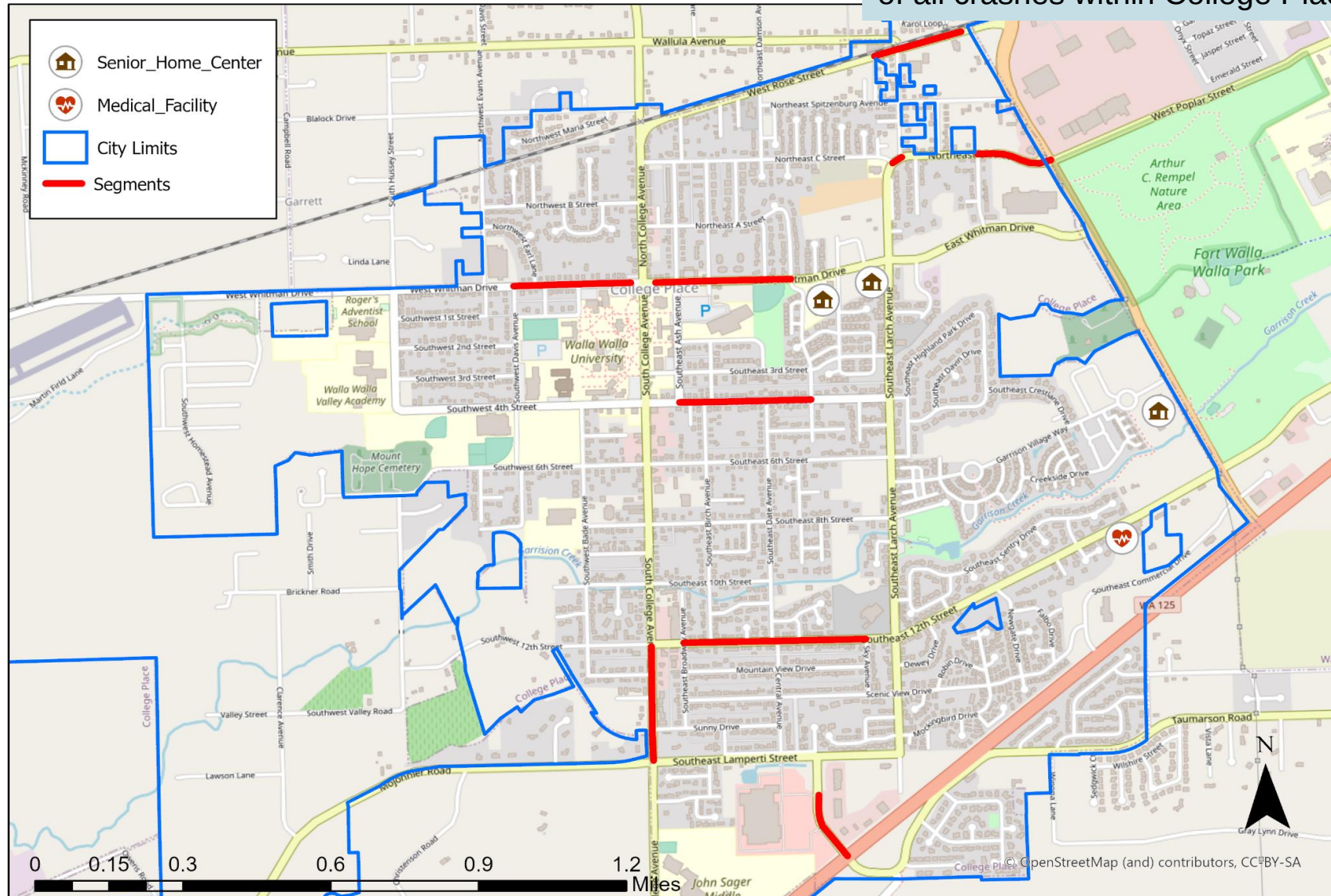


Figure 13: Segment crash locations in College Place

Table 7: Collision type by segment collision location

Segment Location	Total Crashes	Including		Collision Type				
		Pedestrian	Bicyclists	Angle ^a	Rear End	Stationary Object ^b	Side-swipe	Other
SE 4th St	20	2		17	1			2
NE C St (CS_5)	9			8		1		
SE 12th St	15	1		12		1	1	1
W Whitman Dr	15		1	9	3	2		1
NE C St (CS_6)	9			3	6			
S College Ave	12			6	4	1	1	
S Meadowbrook St	8		1	3		1	2	2
E Whitman Dr	6			4	1	1		
W Rose St	7			3		3	1	
Total	101	3	2	65	15	10	5	6

^a Includes Right Turn, Left Turn, U-Turn, Improper Turn/Merge/Passing, Right Angle, and One stopped--one moving

^b Includes Fence, Tree/Stump, Utility Pole, Concrete Barrier, Street Pole/Base, Fire Hydrant, Curb/Traffic Island, Sign Post, Mailbox, Building, Retaining Wall, Railroad Tracks, Guardrail, Traffic Signs, and Other Objects.

Table 8: Contributing factor by segment collision location

Segment Location	Total Crashes	Contributing Factors						
		Inattentive/ Distracted	Disregard Signals/ Yield	Unsafe Speeds	Follow Too Closely	Improper Movement ^c	DUI	Other
SE 4th St	20	6	8	1		2		3
NE C St (CS_5)	9	1	3	1	1	3		
SE 12th St	15	5	1	1		3	1	4
W Whitman Dr	15	6	1		2	1		5
NE C St (CS_6)	9	4			1	1		3
S College Ave	12	3			2	2	2	3
S Meadowbrook St	8	2	2		1			3
E Whitman Dr	6	4				2		
W Rose St	7	3	2	1				1
Total	101	34	17	4	7	14	3	22

^c Includes Improper Backing, Improper Turn, Improper Merge, and Improper Passing

Pedestrian and Bicycle Crashes

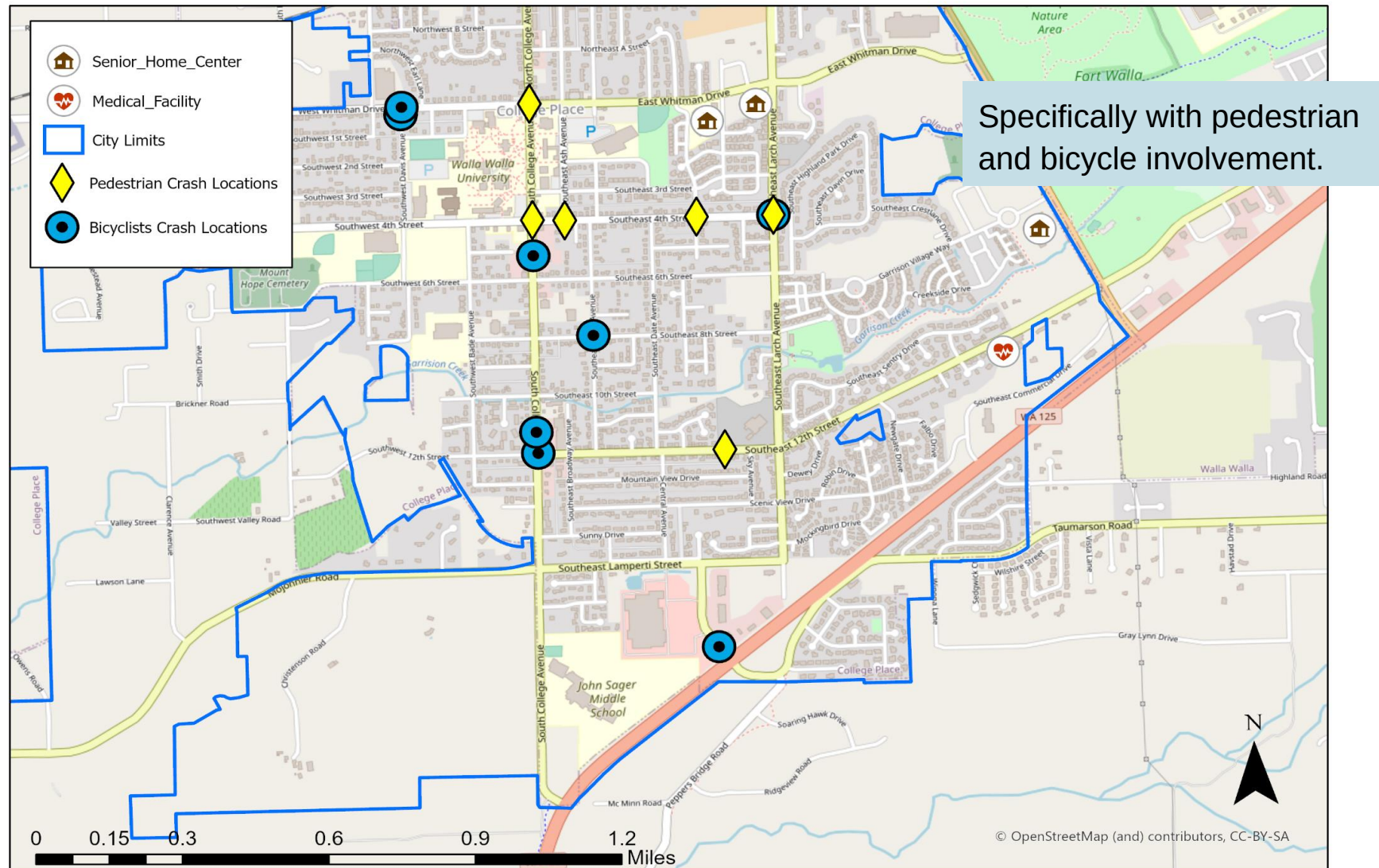


Figure 14: Locations of collisions including bicyclists and pedestrians in College Place

Countermeasures

Introduction

Countermeasures are actions designed to counteract a threat to safety and that are proven to reduce the incidence of high-risk traffic collisions. Each countermeasure summary in this section includes a description, safety benefits, crash reduction factor, and the high-risk crash types addressed by the countermeasure. This list of countermeasures is categorized by intersection safety, road segment safety, pedestrian safety, cyclist safety, and general safety.

Intersection (Signalized)

CMI.1 - Lighting at Intersection ^{7, 8}

Intersection lighting illuminates an area, including pedestrian crosswalks, nearby bike lanes, and other vehicles approaching an intersection.

Safety Benefits:

- Improves visibility of intersection and approaching pedestrians and vehicles
- Increases motorist and pedestrian awareness of potential conflicts
- Increase pedestrian and motorist safety while navigating through intersections
- Helps reduce glare and dark spots

Why this was selected for College Place:

Over 28% of crashes occurred in the dark. A lack of adequate lighting was involved in 38% of fatal and serious injuries, and 25% of fatal and serious pedestrian collisions.



Figure 15: Lighting at intersection; image source: Marin County

Crash Reduction Factor	40%
Crash Types	Night
Expected Life (years)	20 years
Estimated Cost	\$5,000 - 7,000 per light
Federal Funding Eligibility	100%

⁷ Source: <https://www.marincounty.org/userdata/dpw/Marin%20County%20Travel%20Safety%20Plan%20-%20Final%20Report.pdf>

⁸ Source: https://safety.fhwa.dot.gov/hsip/hrrr/manual/hrrr_2014.pdf

CMI.2 - Protected Left Turn Phase (Protected Left Turn)^{1, 9, 10}

Protected left turns can be used at intersections that have a left turn lane when there is a high frequency of angle crashes that involve left turns. Protected left turns are indicated by the use of green, yellow or red arrow which designates that motorists turning left have the right of way.

Safety Benefits:

- Decreases conflict between motorists turning left, pedestrian traffic, and oncoming traffic
- Decreases the need for motorists to “sneak” through yellow or red lights
- Minimizes disruption of through traffic and decrease rear-end and sideswipe crash potential

Why this was selected for College Place:

- Angle, rear-end, and sideswipe are the top types of collisions. Left turns were the second most frequent vehicle action involved in total crashes at intersections, and also accounted for one fatal crash.
- Adding a protected left turn will limit the clearance interval and allow drivers to have a specific time interval to appropriately execute turns.

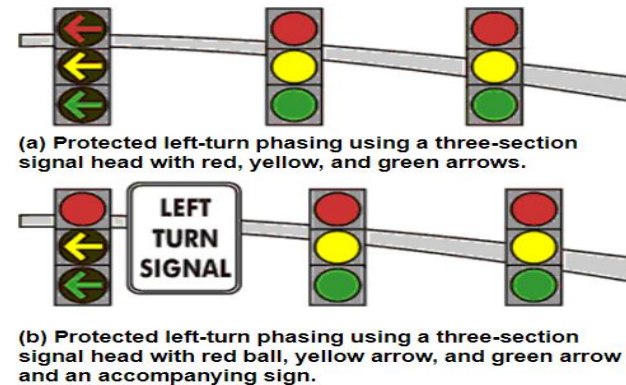


Figure 16: Two types of protected left turn phasing; image source: FHWA

Crash Reduction Factor	30%
Crash Types	Left turn, Rear-end, Sideswipe
Expected Life (years)	20 years
Estimated Cost	\$8,000
Federal Funding Eligibility	100%

⁹ Source: http://pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=51

¹⁰ Source: <https://www.fhwa.dot.gov/publications/research/safety/04091/04.cfm>

CMI.3 - Raised Pavement Markers and Striping in Intersection ^{1, 11}

Intersections that lack clear lane designation can be difficult for motorists to navigate safely. Adding striping and/or raised pavement markers to designate travel lanes can help motorists successfully navigate an intersection. A raised pavement marker is a small, colored (usually red, white, or yellow), reflective safety device applied directly to a road surface that enhances the visibility of lane designations.

Safety Benefits:

- Improves motorist guidance and increases the ability to remain in a designated travel lane while moving through an intersection
- Enhances visibility and decreases the perceived complexity of intersections

Why this was selected for College Place:

- Over 33% of total crashes were due to distracted driving or inattentive driving. This will enhance visibility, provide guidelines and give off a tactile warning alerting drivers if their attention is elsewhere.

Crash Reduction Factor	10%
Crash Types	All
Expected Life (years)	10 years
Estimated Cost	\$2,200 per Intersection (for both striping and raised pavement markers)
Federal Funding Eligibility	100%

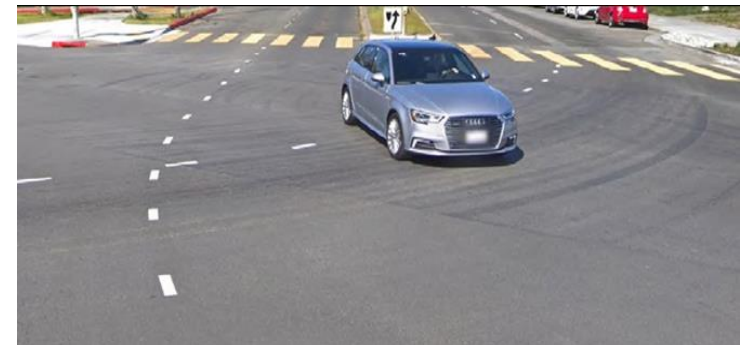


Figure 17: Lane striping designates travel lanes in an intersection; image source: Marin County

¹¹ https://www.fresno.gov/publicworks/wp-content/uploads/sites/17/2021/01/Fresno_SSAR_LRSP_Final-Accessible-1.pdf

CMI.4 - Flashing Beacons as Advance Warning^{1,5}

Flashing lights can be installed in a location that will draw a motorist's attention to an upcoming stop at an intersection.

Safety Benefits:

- Increases motorists' awareness of upcoming stop
- Gives motorists advanced warning and more time to prepare for the stop

Crash Reduction Factor	30%
Crash Types	All
Expected Life (years)	10
Estimated Cost	\$16,600 per approach
Federal Funding Eligibility	100%



Figure 18: A flashing beacon; image source: Marin County

Why this was selected for College Place:

- 50% of FSI at intersections resulted from drivers disregarding signals or failing to yield. This will increase road user awareness of the upcoming signalized intersection.

CMI.5 - High Friction Surface Treatment (HFST) at Intersection^{1, 5, 12}

Improving the friction of a road surface impacts how quickly a vehicle can slow or stop, and helps motorists maintain control under a variety of pavement conditions. Road surface friction can be increased by adding a high-quality aggregate (a mixture of sand, gravel, stone, and other materials) to the pavement. High friction surface treatment (HFST) is most effective when used in locations where skidding and failure to stop are issues under either wet or dry surface conditions, and when the target vehicle is not able to stop due to insufficient friction.

Crash Reduction Factor	40 - 55%
Crash Types	All
Expected Life (years)	10
Estimated Cost	\$1 per sf
Federal Funding Eligibility	100%



Figure 19: Close up of aggregate used in HFST; image source: FHWA

Safety Benefits:

- Higher pavement friction helps motorists maintain better control in both dry and wet driving conditions
- Decreases stopping and slowing time

Why this was selected for College Place:

- 24% of total crashes occurred on wet, snowy, icy, and slushy road conditions. Improving the friction will decrease the likelihood of skidding and a related collision.

¹² https://safety.fhwa.dot.gov/roadway_dept/pavement_friction/high_friction/

CMI.6 - Protected Right Turn/No Right Turn on Red ⁴

Controlling right turns on red lights can be done either through protected right turns or disallowing right turns on red. Under some circumstances, motorists may be looking for traffic approaching on their left and may not be alert to pedestrians approaching on their right side. Controlled or protected right turns can be accomplished by adding a sign that says “No Right Turn on Red” or by adding a right turn arrow to a streetlight at an intersection.

Safety Benefits:

- Decreases intersection conflicts between pedestrians and motorists trying to turn right through a crosswalk

Why this was selected for College Place:

- Inattention and disregarding traffic signals were in the top contributing factors for overall crashes. Mounted signs and signals alert the drivers and can protect pedestrians from oncoming traffic. Can be used full time or only during specific times.

Crash Reduction Factor	3%
Crash Types	Pedestrian and Bicyclist
Expected Life (years)	NA
Estimated Cost	<\$1,000 per static sign
Federal Funding Eligibility	NA



Figure 20: “No Right Turn on Red Sign” at an intersection in Walla Walla; image source: Google Maps

CMI.7 - Install Left-Turn Lane and Add Protected Left Turn ¹³

Lanes provided exclusively for left turns can minimize many types of collisions related to left turns. Adding a protected left-turn lane and left-turn phase in the light sequence at a signalized intersection can also decrease safety problems related to intersections accommodating left turns.

Safety Benefits:

- Reduces collisions of vehicles turning left across opposing through-traffic
- Reduces rear-end collisions of vehicles turning left with other vehicles following closely behind

See **Protected Left Turn Phase** for safety benefits associated with adding a protected left turn phase.

Why this was selected for College Place:

- Angle, rear-end and sideswipe are the top types of collisions. Left turns were the second-highest vehicle action involved in crashes that were at intersections. Left turns also accounted for one fatal crash.
- If there is a clearance left turn, adding a protected left turn will limit the clearance interval and allow drivers to have a specific time interval to appropriately execute turns.



Figure 21: Protected left turn accompanied by left turn lane; image credit: Marin County

Crash Reduction Factor	55%
Crash Types	All
Expected Life (years)	20
Estimated Cost	varies; \$2,500-\$150,000
Federal Funding Eligibility	90%

¹³ https://safety.fhwa.dot.gov/provencountermeasures/left_right_turn_lanes/

CMI.8 - Roundabout ¹⁴

A roundabout intersection features a center island that directs traffic counterclockwise through the intersection around the island. Roundabouts can be added to intersections in urban, suburban, and rural parts of a community, and are appropriate for a wide range of traffic conditions. They can replace intersection signals, two-way stop controls, and all-way stop controls.

Safety Benefits:

- Lowers speed at which traffic moves through the intersection
- Reduces conflict points
- Reduces the severity of crashes
- Improves intersection performance (entering traffic yields to vehicles already in the intersection)
- Helps transition traffic from high-speed to low-speed environments

Why this was selected for College Place:

- Roundabouts are proven to be a safe alternative for a variety of situations and intersection types. Implementing a roundabout will prove effective in areas with numerous angle turns. They are considered when an area like a freeway interchange requires a safety improvement.



Figure 22: Mini Roundabout on 3rd Ave. and Tietan St. in Walla Walla, WA; Image Source: Google Maps

Crash Reduction Factor	26%-82%
Crash Types	All
Expected Life (years)	20 years
Estimated Cost	\$4,000,000-\$8,000,000 per Intersection
Federal Funding Eligibility	100%

CMI.9 - Convert to All-Way Stop control ¹⁵

Intersections that are either yield control (no stop signs) or two-way stop can be converted to all-way stop sign control intersections by adding a variety of safety upgrades, like stop signs or flashing lights, to the intersection. All-way stops require traffic entering an intersection from any direction to stop before proceeding through the intersection. All-way stop sign control is only suitable at intersections with relatively balanced levels of traffic volume at each of the intersection approaches.

Safety Benefits:

Crash Reduction Factor	50%
Crash Types	All
Expected Life (years)	10 years
Estimated Cost	\$2800 per Intersection
Federal Funding Eligibility	100%

¹⁴ <https://safety.fhwa.dot.gov/provencountermeasures/roundabouts/>

¹⁵ <https://safety.fhwa.dot.gov/intersection/signal/index.cfm>

- Decreases speed at which vehicles enter and pass through an intersection
- Provides a safer opportunity to pedestrians and cyclists to cross roadways at intersections
- Clearly designates which vehicle has the right of way rather than relying on a yield system

Why this was selected for College Place:

- Entering at an angle is a top collision factor for intersections as well as disregard for signs and signals, and failing to yield. Converting to an all-way stop will help reduce conflict points.



Figure 23: All-way stop sign control at SE Larch and SE 12th St; image source: Google Maps

CMI.10 - Install/Upgrade Stop Signs or Other Intersection Advanced Warning Signage ^{5, 16}

Intersection warning signs provide advanced notice to motorists that they are approaching an intersection. Signage can include “Stop Ahead” or display an image of a stop sign or intersection.

Safety Benefits:

- Advanced warning signage allows motorists to slow down sooner

Why this was selected for College Place:

- Inattention and disregarding signals/yield were the top contributing factors for collisions at intersections.
- Improvements to the stop signs such as larger stop signs, adding a second sign, or installing flashing LED stop signs can warn or reinforce the need for the road user to stop.



Figure 24: Advanced warning signage on a rural road; image source: FHWA

Crash Reduction Factor	15%
Crash Types	Rear-end, Angle
Expected Life (years)	10 years
Estimated Cost	\$500 per Sign
Federal Funding Eligibility	100%

¹⁶ <https://www.fhwa.dot.gov/publications/research/safety/08043/index.cfm>

CMI.11 - Upgrade Intersection Pavement Markings¹

Intersection pavement markings include “Stop Ahead” markings, centerlines, and a stop bar.

Safety Benefits:

- Increases a motorist’s awareness of an upcoming intersection

Why this was selected for College Place:

- Inattention and disregarding signals/yield were the top contributing factors for collisions at intersections. Adding pavement markings can bring a motorist’s attention to the upcoming intersection.

Crash Reduction Factor	25%
Crash Types	Rear-end, right-angle, angle turns
Expected Life (years)	10 years
Estimated Cost	\$4,000 per intersection
Federal Funding Eligibility	100%



Figure 25: Pavement markings at an intersection; image source: Marin County

CMI.12 - Flashing Beacons at Stop-Controlled Intersections¹⁷

Flashing lights, or beacons, attached to the top of stop signs can draw motorists’ attention to an upcoming stop sign.

Safety Benefits:

- Decreases the occurrence of stop sign violations
- Reinforces driver awareness of the non-signalized intersection control

Why this was selected for College Place:

- 46% of all intersection hotspot locations involved disregarding signals and failing to yield to traffic. This can alert the road user of upcoming stop-controlled intersections.

¹⁷ <https://www.fhwa.dot.gov/publications/research/safety/08048/index.cfm>



Figure 26: Flashing beacon on top of stop sign; image source: FHWA

Crash Reduction Factor	15%
Crash Types	All
Expected Life (years)	10 years
Estimated Cost	\$100,000 per intersection
Federal Funding Eligibility	100%

CMI.13 - Corridor Access Management: Right-In/Right-Out (RIRO) ^{1, 18}

Corridor access management refers to how entry and exit points along a road are designed and controlled. Carefully managing access to roadways can improve safety as well as reduce congestion. Right-In/Right-Out (RIRO) is a way of managing traffic entering or exiting a roadway by limiting turning movements to right turn only. A RIRO restriction can be enforced by placing physical barriers (like a median or splitter island) in the intersection to direct traffic to the right and should be accompanied by signage.

Safety Benefits:

- Reduces the number of conflict points between vehicles
- Safely moves high volumes of traffic on and off corridors with low delay
- Reduces congestion in high-traffic areas

Why this was selected for College Place:

- Certain congested areas within the city make angle turns difficult, especially when there isn't adequate sight distance to execute the turn safely.

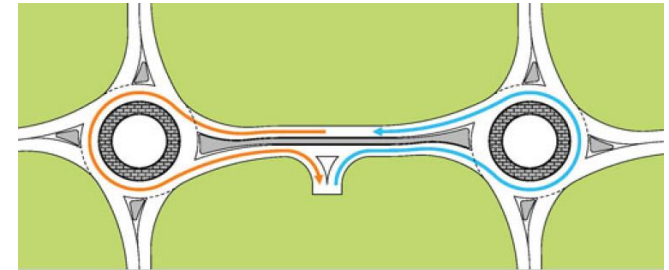


Figure 27: RIRO driveway between two roundabouts; image source: FHWA

Crash Reduction Factor	40%
Crash Types	Corridor entrance/exit points
Expected Life (years)	20
Estimated Cost	\$50,000
Federal Funding Eligibility	90%

¹⁸ https://safety.fhwa.dot.gov/provencountermeasures/corridor_access_mgmt/

CMI.14 - Transverse Rumble Strips (TRS)^{1, 19}

Transverse rumble strips are a road safety feature that adds grooves or raised strips across the direction of vehicle travel to warn drivers of a stop or slow down ahead. These strips provide an auditory and tactile warning to motorists approaching an intersection and can be used at any intersection to slow down traffic entering the intersection.

Safety Benefits:

- Brings motorists' attention to the need to slow down
- Helps slow traffic approaching an intersection
- Provides both audible and tactile warning

Why this was selected for College Place:

- 50% of FSI were due to lane departures. Inattentive/distracted driving is the top contributing factor in the city. Including transverse rumble strips will alert drivers to an approaching intersection or reduced speeds.

Crash Reduction Factor	20%
Crash Types	All
Expected Life (years)	10
Estimated Cost	\$600 per approach
Federal Funding Eligibility	90%



Figure 28: Transverse rumble strips (grooves) on rural road; image source: Minnesota Department of Transportation (MnDOT)



Figure 29: Transverse rumble strips on suburban road; image source: Marin County

¹⁹ <https://www.fhwa.dot.gov/publications/research/safety/hsis/12047/12047.pdf>

CMI.15 - Improve Sight Distance to Intersections (Clear Sight Triangles) ^{5, 20}

Insufficient sight distance can contribute to intersection collisions. Removing roadside obstructions such as vegetation, roadside appurtenances, buildings, and other objects in the right of way can improve sight distance and provide a clear sight triangle without requiring major roadway reconstruction.

Safety Benefits:

- Improves a motorist's ability to perceive and adapt to oncoming traffic
- Allows pedestrians and cyclists to be more visible while on or near the roadway

Why this was selected for College Place:

- Hit object is the third most frequent crash that involved fatal and serious injuries. Often deficient sight distance can contribute to hit object collisions. Proper maintenance such as the removal of vegetation or objects can help improve the sight distance.

Crash Reduction Factor	20%
Crash Types	All
Expected Life (years)	10
Estimated Cost	\$200-\$50,000
Federal Funding Eligibility	90%

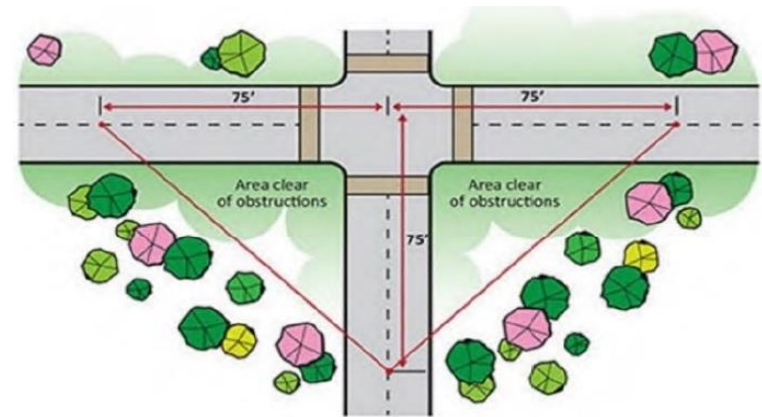


Figure 30: Diagram illustrating clear sight triangle; image source: City of Fresno

²⁰ https://safety.fhwa.dot.gov/local_rural/training/fhwasa1108/ch3.cfm

Segments

CMS.1 - Road Diet/Lane Conversion ²¹

A road diet, or lane conversation, reduces vehicle travel lanes from four to three (with one lane in each direction and one shared left turn lane) and adds bicycle lanes.

Safety Benefits:

- Reduces rear-end and left-turn crashes due to the dedicated left-turn lane
- Reduces right-angle crashes as side street motorists cross only three versus four travel lanes
- Reduces the number of lanes for pedestrians to cross
- Opportunity to install pedestrian refuge islands, bicycle lanes, on-street parking, or transit stops
- Traffic calming and more consistent speeds
- "Complete Streets" environment that better accommodates the needs of all road users.



Figure 31: Before and after images of a lane conversion / road diet; image source: FHWA

Why this was selected for College Place:

- Angle and rear-end crashes are one of the top crash types. This countermeasure addresses all areas. They accommodate parked cars as well as provide a buffer for pedestrians and bicyclists.

Crash Reduction Factor	30%
Crash Types	All
Expected Life (years)	20
Estimated Cost	\$69 per FT
Federal Funding Eligibility	90%

²¹ https://safety.fhwa.dot.gov/provencountermeasures/road_diets/

CMS.2 - Clear Recovery Zones (Remove or Relocate Fixed Objects) ²²

A Clear Zone is an unobstructed roadside area that allows a driver to stop safely or regain control of a vehicle that has left the roadway. These areas can include a shoulder, a recoverable slope, a non-recoverable slope, and/or a clear run-out area.

Safety Benefits:

- Decreases the likelihood that a roadway departure results in a crash
- Increases the likelihood that a vehicle that leaves the roadway can recover safely
- Decreases severity of crashes that do occur when a vehicle leaves the roadway

Why this was selected for College Place:

- Hit object is the third most frequent crash that involves fatal and serious injury. Sometimes most of these causes may be deficient sight distance and can contribute to hit object collisions. Proper maintenance such as the removal of vegetation or objects can help improve the sight distance.



Figure 32: Clear recovery zone; image source: Marin County

Crash Reduction Factor	35%
Crash Types	All
Expected Life (years)	20
Estimated Cost	\$200 - \$10,000 per object
Federal Funding Eligibility	90%

CMS.3 - High Friction Surface Treatment ⁶

Improving the friction of a road surface impacts how quickly a vehicle can slow or stop and helps motorists maintain control under a variety of pavement conditions. Road surface friction can be increased by adding a high-quality aggregate (a mixture of sand, gravel, stone, and other materials) to the pavement. High friction surface treatment (HFST) is most effective when used in locations where skidding and failure to stop are issues under either wet or dry surface conditions, and when the target vehicle is not able to stop due to insufficient friction.

Safety Benefits:

- Helps motorists maintain better control in both dry and wet driving conditions
- Decreases stopping and slowing time along roadway segments



Figure 33: Close up of aggregate used in HFST; image source: FHWA

²² https://safety.fhwa.dot.gov/roadway_dept/countermeasures/safe_recovery/clear_zones/

Why this was selected for College Place:

- 24% of total crashes occurred on wet, snowy, icy, and slushy road conditions. Improving the friction will decrease the likelihood of skidding and a related collision.

Crash Reduction Factor	40 - 55%
Crash Types	All
Expected Life (years)	10
Estimated Cost	\$1 per sf
Federal Funding Eligibility	100%

CMS.4 - Segment Lighting ¹

Lighting can be installed along segments with high rates of nighttime crashes.

Safety Benefits:

- Improves visibility of a road segment as well as pedestrians and other vehicles near or along the roadway
- Increases motorist and pedestrian awareness of potential conflicts
- Increases pedestrian and motorist safety while navigating along roadways
- Helps reduce glare and dark spots

Why this was selected for College Place:

- 25% of FSI occurred at night with 13% being pedestrian collisions. Installing lighting will improve the sight distance of any conflicting traffic or other road users. Segments like NE C St from Maple Rd to Myra Rd and Whitman Dr from SE Larch Ave to Myra Rd are a few examples of segments without intersection lighting



Figure 34: Lighting along a segment of roadway; image source: Marin County

Crash Reduction Factor	35%
Crash Types	Night
Expected Life (years)	20
Estimated Cost	\$7000 per Light
Federal Funding Eligibility	100%

CMS.5 - Add Two-Way Left Turn Lane ¹

A two-way left-turn lane can be added to segments without reducing the number of travel lanes. The two-way left-turn lane is to be used for left-turning vehicles coming from either direction. This can reduce the risk of rear-end collisions while motorists are attempting to make a left turn from the lane of traffic, across oncoming traffic.

Safety Benefits:

- Removes the turning vehicle from the travel lane to reduce the risk of rear-end collisions
- Eliminates stops for through-traffic providing for a more consistent flow of traffic

Why this was selected for College Place:

- Hit object and rear-end were two of the most frequent collision types along roadway segments. Including a two-way turn will help reduce conflict points. This differs from the road diet because it includes areas where parked cars and bike lanes cannot be implemented.

Crash Reduction Factor	30%
Crash Types	All
Expected Life (years)	20
Estimated Cost	\$100 per foot
Federal Funding Eligibility	90%



Figure 35: Two-way left turn lane in Walla Walla; image source: Google Maps

CMS.6 - Chevrons for Curves ^{1, 5, 23}

Chevron signs along curves alert drivers to upcoming curves in the road by providing a highly visible indication of which direction the roadway curves.

Safety Benefits:

- Increases motorist awareness of curves in the roadway
- Alerts motorists of upcoming curves to provide enough time to decrease speed and turn safely

Why this was selected for College Place:

- Hit object is one of the collision factors associated with curves.
- Including chevrons will provide additional guidance so that drivers can properly follow the curve.



Figure 36: Chevron signs along a curve; image source: FHWA

Crash Reduction Factor	40%
Crash Types	All
Expected Life (years)	10
Estimated Cost	\$500 per Sign
Federal Funding Eligibility	100%

²³ https://safety.fhwa.dot.gov/provencountermeasures/enhanced_delineation/

CMS.7 - Curve Advance Warning Signs (Flashing Beacons) ¹

Flashing beacons, particularly when used on top of chevron signs, visibly indicate to motorists when they are approaching a curve.

Safety benefits:

- Increases motorist awareness of curves in the roadway, particularly at night or during other times of low visibility
- Alerts motorists to upcoming curves in order to provide enough time to decrease speed

Why this was selected for College Place:

- Including curve signs with flashing beacons will help guide drivers along a curve. This is especially beneficial during nighttime and overcast days.

Crash Reduction Factor	30%
Crash Types	All
Expected Life (years)	10
Estimated Cost	\$16,600 each
Federal Funding Eligibility	100%



Figure 37: Flashing beacons on chevron signs along a curve; image source: Marin County

CMS.8 - Delineators, Reflectors and/or Object Markers ⁵

Markings along a roadway, including reflectors, delineators, and other object markers, can provide motorists with a visual warning of a roadway feature or regulatory requirement they may not have seen otherwise. Delineators can often include traffic cones or barrels but usually refer to posts that are several feet high and brightly colored to be highly visible to motorists.

Safety Benefits:

- Clarifies the path of travel
- Calls driver attention to fixed objects along the roadside

Why this was selected for College Place:

- 50% of FSI resulted from lane departure and 13% of FSI included a vehicle striking a stationary object. To prevent such occurrences, flexible delineators and object markers with reflectors can warn drivers of the upcoming curve or segment.

Crash Reduction Factor	15%
Crash Types	All
Expected Life (years)	10
Estimated Cost	\$75 each
Federal Funding Eligibility	100%



Figure 38: Roadway delineators installed on a ramp; image source: FHWA

CMS.9 - Edge Line Rumble Strips^{1, 5}

Rumble strips are grooves along the edge of a roadway that provide motorists with an audible and sensory alert when their vehicle begins to leave the roadway.

Safety Benefits:

- Warns motorists if their vehicle travels too close to the edge of the roadway
- Reduces crashes caused by distracted, drowsy, or otherwise inattentive drivers who drift from their lane

Crash Reduction Factor	15%
Crash Types	All
Expected Life (years)	10
Estimated Cost	\$10 per foot

Why this was selected for College Place:

- 50% of FSI resulted from lane departure while inattention was the top contributing factor for 34% of total crashes. Edge line rumble strips provide vibratory feedback to drivers when departing from the travel lane.

Federal Funding Eligibility	100%
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Figure 39: Edge line rumble strips along a roadway; image source: KYTC

CMS.10 - Dynamic/Variable Speed Warnings^{1, 5, 24}

Variable speed limits are speed limits that change based on road, traffic, and weather conditions. This allows for speed limits to be adjusted depending on a variety of conditions. Dynamic speed warnings display the speed of passing motorists in comparison to the speed limit. This provides a visual warning to motorists who are traveling above the speed limit.

Safety Benefits:

- Provides a warning for motorists traveling above the speed limit and encourages them to slow to a safe speed

Crash Reduction Factor	30%
Crash Types	All
Expected Life (years)	10
Estimated Cost	\$43,600 each

Why this was selected for College Place:

- Unsafe speeds are a contributing factor for 50% of the hotspot segment locations. Dynamic/variable speed signs can measure and communicate the speed of the drivers to alert their attention. Variable speed warnings can be changed based on weather conditions or traffic congestion.

Federal Funding Eligibility	100%
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Figure 40: Dynamic speed warning sign below speed limit sign; image source: City of Fresno

²⁴ <https://www.fhwa.dot.gov/publications/research/safety/14020/14020.pdf>

Pedestrian

CMP.1 - Pedestrian Countdown Signal Heads ^{2, 5, 25}

Pedestrian countdown signal heads at crosswalks display a countdown to let pedestrians know how much time they have left to cross before the light will change. Countdown signals can reassure pedestrians who are in the crosswalk when the flashing “DON’T WALK” interval appears that they still have time to finish crossing.

Safety Benefits:

- Encourages pedestrians to use the push button rather than cross illegally
- Lets pedestrians know when they have the right of way and how long they have to cross the street
- Reduces the complexity of crossing at intersections when signal phasing is complex (i.e. dedicated left-turn phase for motorists) or for particularly wide streets

Why this was selected for College Place:

- 71% of total pedestrian and bicycle collisions occurred at an intersection. Part of the city’s mission is for people using all transportation modes to circulate safely. Therefore, implementing countdown signal heads will empower pedestrians and bicyclists to commute more safely.



Figure 41: Two styles of pedestrian countdown signal heads; image source: FHWA

Crash Reduction Factor	25%
Crash Types	Pedestrian and bicyclist
Expected Life (years)	20
Estimated Cost	\$1,800 per signal head
Federal Funding Eligibility	100%

²⁵ http://pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=46

CMP.2 - Install Pedestrian Crossing ²⁶

Pedestrian crossings designate a portion of the roadway for pedestrians to cross. Designated pedestrian crossings can be added to intersections or roadways with high rates of pedestrian traffic by adding high visibility crosswalk markings, pedestrian countdown signals, signage, or signal intersection improvements like LED lighting, signal backplates, or reflective tape.

Safety Benefits:

- Alerts motorists to the presence of pedestrians near or crossing the roadway
- Provides visual cues that discourage motorists from stopping in an area designated for pedestrian crossings (such as a crosswalk)
- Helps pedestrians know where they should cross the roadway

Why this was selected for College Place:

- 83% of total pedestrian collisions occurred at an intersection. Part of the City’s mission is for people to effectively circulate regardless of transportation mode. During some collisions, drivers proceeded through an intersection while ignoring any pedestrians. Therefore, adding designated pedestrian crossings will give pedestrians freedom to travel without feeling restricted as well as call attention to drivers. These should be implemented at locations of congested pedestrian crossings as well as in areas near schools.



Figure 42: A variety of crosswalk visibility enhancements at a pedestrian crossing; image source: FHWA

Crash Reduction Factor	25%
Crash Types	Pedestrian and bicyclist
Expected Life (years)	20
Estimated Cost	\$600 - \$6,000 per crossing (varies)
Federal Funding Eligibility	100%

²⁶ https://safety.fhwa.dot.gov/ped_bike/step/docs/techSheet_VizEnhancemt2018.pdf

CMP.3 - Leading Pedestrian Interval (LPI)^{5, 27}

A leading pedestrian interval at a crosswalk allows pedestrians to enter an intersection a few seconds before vehicles are given a green light. This can be added by adjusting the timing of light displays at an intersection.

Safety Benefits:

- Provides additional crossing time for pedestrians who may need more time
- Increases the percentage of motorists who will yield right of way to pedestrians
- Minimizes conflict between pedestrians crossing a roadway and turning vehicles

Why this was selected for College Place:

- 50% of total pedestrian collisions occurred at an intersection. During some collisions, drivers were proceeding through an intersection and ignoring any pedestrians. Therefore implementing leading pedestrian intervals will provide pedestrians additional time to enter an intersection increasing their visibility and clearly indicating the turn vehicles that they have the right of way. These should be implemented at locations of congested pedestrian crossings as well as in areas near schools.

Crash Reduction Factor	60%
Crash Types	Pedestrian and bicyclist
Expected Life (years)	10
Estimated Cost	<\$2,500 per signal
Federal Funding Eligibility	100%



Figure 43: Leading pedestrian interval (LPI); image source: City of Fresno

²⁷ https://safety.fhwa.dot.gov/provencountermeasures/lead_ped_int/

CMP.4 - Pedestrian Crossing at Uncontrolled Locations - New Signs and Markings Only ⁵

A wide variety of upgrades to non-signalized intersections without marked crossings can greatly enhance pedestrian safety and reduce the risk of collisions.

Pedestrian and bicycle crossing signs paired with visible crosswalk markings reinforce legal crossings at intersections and create legal crossings at non-intersection locations. These signs and crosswalk markings warn drivers to expect pedestrian or bicycle crossings and clarify that drivers are expected to yield the right-of-way to crossing pedestrians and bicyclists. At uncontrolled locations, pedestrian and bicycle crossing signs and markings identify a preferred crossing location for pedestrians and bicyclists. There are several types of pedestrian crosswalks including standard parallel lines, continental, ladder, and zebra (diagonal lines).

Safety Benefits:

- Alerts drivers to the presence of pedestrians or bicyclists who may be crossing the roadway
- Clearly designates when crossing pedestrians or bicyclists have the right of way

Why this was selected for College Place:

- 50% of total pedestrian collisions occurred at an intersection. Implementing pedestrian crossings will empower pedestrians to cross at legally designated areas and alert motorists to crossing pedestrians.

Crash Reduction Factor	25%
Crash Types	Pedestrian and bicyclist
Expected Life (years)	10
Estimated Cost	\$2,600 each
Federal Funding Eligibility	100%



Figure 44: Signage and markings at a designated crosswalk; image source: City of Fresno

CMP.5 - Pedestrian Crossing at Uncontrolled Locations (Enhanced Safety Features) 5, 20, 28

Enhanced pedestrian crossings can be added when a marked crosswalk alone does not adequately protect pedestrians who are crossing at mid-block locations. In these cases, safety features such as rectangular rapid flashing beacons, overhead flashing beacons, or curb extensions (bulb-outs) should be added to complement the standard crossing elements.

Safety Benefits:

- Alerts motorists to pedestrians in a crosswalk, allowing them to slow their speed
- Curb extensions or bulb-outs can slow traffic, especially while turning through an intersection

Why this was selected for College Place:

- 50% of pedestrian collisions were at an unsignalized intersection. The flashing signs can bring awareness to a crossing pedestrian. These should be implemented at locations of congested pedestrian crossings as well as in areas near schools.

Crash Reduction Factor	35%
Crash Types	Pedestrian and bicyclist
Expected Life (years)	20
Estimated Cost	\$60,000-\$160,000 each (varies)
Federal Funding Eligibility	100%



Figure 45: Curb extension along a crosswalk; image source: FHWA



Figure 46: Pedestrian Hybrid Beacon (PHB); image source: FHWA



Figure 47: Rectangular Rapid Flashing Beacon (RRFB) along a crosswalk; image source: City of Fresno

²⁸ https://safety.fhwa.dot.gov/provencountermeasures/ped_hybrid_beacon/

CMP.6 - Pedestrian Crossing Median or Refuge Island^{1, 5, 29,30}

A pedestrian crossing island (or refuge island) is a raised island located in a median between opposing traffic lanes that separates crossing pedestrians from motor vehicles.

Safety Benefits:

- Decreases the level of exposure for pedestrians
- Allows pedestrians to cross through only one direction of traffic at a time
- Simplifies the process of crossing a roadway by reducing the number of safety factors a pedestrian must consider

Why this was selected for College Place:

- 83% of total pedestrian collisions occurred at an intersection. Drivers usually were proceeding through ignoring any pedestrians. Implementing crossing medians or refuge islands will give pedestrians freedom to travel safely as well as call motorist attention to pedestrians.



Figure 48: Pedestrian crossing median/refuge island in Walla Walla; image source: Google

Crash Reduction Factor	45%
Crash Types	Pedestrian and bicyclist
Expected Life (years)	20
Estimated Cost	\$120 per foot
Federal Funding Eligibility	90%

CMP.7 - Raised Pedestrian Crossing^{5, 31}

A raised pedestrian crossing features a ramped crosswalk that spans across the roadway. The crosswalk will be marked with paint and often special paving materials.

Safety Benefits:

- Raised crosswalks slow traffic
- Allows pedestrians to cross at the same level of the sidewalk rather than requiring them to step down into the road
- Elevates pedestrians to improve visibility while crossing the roadway

Why this was selected for College Place:

Crash Reduction Factor	35%
Crash Types	Pedestrian and bicyclist
Expected Life (years)	10
Estimated Cost	\$5000 each
Federal Funding Eligibility	90%

²⁹ http://www.pedbikesafe.org/pedsafe/countermeasures_detail.cfm?CM_NUM=6

³⁰ https://safety.fhwa.dot.gov/provencountermeasures/ped_medians/

³¹ http://www.pedbikesafe.org/pedsafe/countermeasures_detail.cfm?CM_NUM=7

- Along with improving our roads, the City is passionate about making areas accessible to everyone irrespective of disability. During most collisions resulting in pedestrian injury, drivers were proceeding through an intersection or crossing area while ignoring any pedestrians. The raised crosswalk enhances the safety of a crossing area and calls motorist attention to crossing pedestrians. These should be implemented at locations of congested pedestrian crossings as well as in areas near schools.



Figure 49: Raised crosswalk featuring markings and colored paving material; image source: Marin County

Cyclists

CMC.1 - Bicycle Box (Advance Stop Bar) Before Crosswalk ^{1, 5, 32}

An advance stop bar or bicycle box designates a space between the crosswalk and vehicular traffic for bicyclists to wait at a red light.

Safety Benefits:

- Increases visibility of bicyclists
- Makes it easier and safer for bicyclists to make a left turn at an intersection after a red light
- Reduces the risk of a motorist turning right and colliding with a bicyclist after a light change at an intersection
- Groups bicyclists together to clear an intersection quickly, minimizing impediment to transit or other traffic
- Separates stopped vehicular traffic from pedestrians crossing through the intersection at the crosswalk

Why this was selected for College Place:

- 50% of bicycle collisions occurred at signalized intersections. Implementing a bicyclist situation as well as create a buffer between the bicyclist and the driver.



Figure 50: A bike box at an intersection; image source: National Association of City Transportation Officials; nacto.org

Crash Reduction Factor	15%
Crash Types	Pedestrian and bicyclist
Expected Life (years)	10
Estimated Cost	\$9000
Federal Funding Eligibility	90%

³² http://pedbikesafe.org/bikesafe/countermeasures_detail.cfm?CM_NUM=38

CMC.2 - Designated Bike Lanes ^{1, 5,33}

Bike lanes along the outside of the lane of vehicular traffic designate a space for bicyclists to travel. Bike lanes are clearly marked with white lines and symbols within the lane, and sometimes with a different color of pavement or different paving material. Bike lanes are intended for one-way bicycle travel and are generally provided along both sides of two-way streets.

Safety Benefits:

- Alerts motorists to the potential presence of bicyclists
- Provides a small buffer zone separating bicyclists from motor vehicle travel
- Improves predictability of bicyclist behavior
- Reduces unpredictable motor vehicle driver movements
- Encourage lower traffic speeds by visually narrowing the lane of travel

Why this was selected for College Place:

- 50% of bicycle collisions occurred in roadway segments. Implementing exclusive bicycle lanes along a roadway creates a buffer, separating bicyclists from vehicle traffic and warns drivers that bicyclists may be present.



Figure 51: Bike lane along E. Isaacs Ave. in Walla Walla; image source: Google Maps

Crash Reduction Factor	35%
Crash Types	Pedestrian and bicyclist
Expected Life (years)	10
Estimated Cost	\$50 per ft
Federal Funding Eligibility	90%

³³ http://pedbikesafe.org/bikesafe/countermeasures_detail.cfm?CM_NUM=52

CMC.3 - Pavement Marking Improvements ^{5, 26}

Pavement markings can include striping and symbols associated with bike lanes, striping for paved shoulders, sharrows, turning lanes at intersections, shared lane markings, and other markings warning of pavement hazards or irregularities such as railroad crossings or drainage grates.

Safety Benefits:

- Indicates the presence of bicyclists and bike facilities
- Provides information about upcoming turning and crossing maneuvers
- Guides bicyclists on the correct path through an intersection

Why this was selected for College Place:

- Inattention and disregarding signals and yield are the top contributing factors for all crashes. Upgrading pavement markings can bring motorists' attention to upcoming intersections or curves.

Crash Reduction Factor	35%
Crash Types	Pedestrian and bicyclist
Expected Life (years)	10
Estimated Cost	\$20 - \$600
Federal Funding Eligibility	90%



Figure 52: Pavement markings including green bike lane along 4th Ave. in College Place; image source: Google Maps

CMC.4 - Sight Distance Improvements ^{5, 34}

Insufficient sight distance can contribute to intersection collisions. Removing roadside obstructions such as vegetation, roadside appurtenances, buildings, and other objects in the right of way can improve sight distance and provide a clear sight triangle without requiring major roadway reconstruction

Crash Reduction Factor	20%
Crash Types	All
Expected Life (years)	10
Estimated Cost	\$200-\$50,000
Federal Funding Eligibility	90%

³⁴ http://pedbikesafe.org/bikesafe/countermeasures_detail.cfm?CM_NUM=19

Safety Benefits:

- Improves a motorist's ability to perceive and adapt to oncoming traffic
- Allows pedestrians and cyclists to be more visible while on or near the roadway
- Allows cyclists a better view of approaching vehicles

Why this was selected for College Place:

- Hit object is the third-highest crash type involving KA injuries. Many of these incidents may be impacted by deficient sight distance. Proper maintenance such as removal of vegetation or objects can help improve the sight distance.

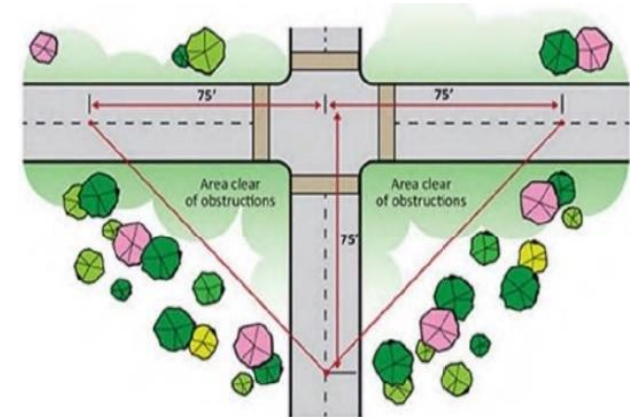


Figure 53: Diagram illustrating clear sight triangle; image source: City of Fresno

CMC.5 - Bike Specific Lighting Improvement ³⁵

Enhanced lighting can be added at intersections or along roadway segments, bike lanes, or multi-use paths with a high level of bicycle traffic.

Safety Benefits:

- Improves visibility of roadway hazards such as pavement irregularities
- Improves visibility of bicyclists increasing the likelihood that motorists will have advanced warning of approaching bicyclists

Why this was selected for College Place:

- 25% of bicycle collisions occurred at night or dusk. Improving lighting can increase motorists' awareness of bicyclists as well as improve the visibility of upcoming surface conditions and obstacles.



Figure 54: Lighting along a bike path in Sioux Falls; image source: argusleader.com

Crash Reduction Factor	35%
Crash Types	Night
Expected Life (years)	20
Estimated Cost	\$7000 per Light
Federal Funding Eligibility	100%

³⁵ http://pedbikesafe.org/bikesafe/countermeasures_detail.cfm?CM_NUM=4

All

CMO.1 - Traffic Safety Education Programs ^{1, 36}

Providing education, outreach, and training is a key strategy in increasing bicyclist and motorist awareness and improving behavior. Bicyclists need safe places to ride as well as the knowledge to interact safely with motorists. Motorists should also be educated about how to share the road with bicyclists. The primary goal of an educational initiative is to alter motorist and bicyclist behavior and reduce reckless actions (<http://pedbikesafe.org/>).

Safety Benefits:

- Improves motorist pedestrian and bicyclist awareness and behavior
- Increases compliance with local road safety laws and policies
- Reduces reckless behavior

Why this was selected for College Place:

- The City is motivated to share with its residents and commuters the transformation of Target Zero. This proposal is a united effort with the community which brings together knowledge and understanding in order to encourage safe traffic behavior.



Figure 55: College Place city leaders engaging members of the public in exploring public spaces from the eyes of a pedestrian; image source: Blue Zones Project Walla Walla

Crash Reduction Factor	NA
Crash Types	All
Expected Life (years)	NA
Estimated Cost	NA
Federal Funding Eligibility	NA



Figure 56: Example of a traffic safety educational campaign; image source: Marin County

³⁶ http://pedbikesafe.org/bikesafe/countermeasures_detail.cfm?CM_NUM=41

CMO.2 - Targeted Enforcement Programs ^{1, 5}

Local enforcement programs can be targeted specifically at addressing areas with high rates of non-compliance such as disregarding traffic signs and signals, failure to yield, or speeding. Enforcement programs can be accompanied by public awareness campaigns highlighting the increased enforcement of specific factors or in specific areas.

Safety Benefits:

- Enforcement programs can reduce common violation types such as speeding, failure-to-yield, red-light running, aggressive driving, failure to wear safety belts, distracted driving, and driving while impaired.

Why this was selected for College Place:

- All top contributing factors such as disregarding traffic signs and signals, failing to yield, unsafe speeds, driving under influence, and distracted driving can be reduced when effective enforcement programs are introduced. Each factor can be specifically targeted to bring awareness to conflicts between vehicles, bicyclists and pedestrians

Crash Reduction Factor	NA
Crash Types	All
Expected Life (years)	NA
Estimated Cost	NA
Federal Funding Eligibility	NA



Figure 57: Image source: Marin County

Implementation

Select Intersection Countermeasures

Based on the predominant crash types, the following countermeasures were determined to be most practicable for the identified intersections:

Table 9: Selected Intersection Countermeasures^{1, 2, 5,13, 31}

Countermeasure Name	Intersection Conversion to Roundabout	Intersection Lighting	Raised Median on Approach	Advanced Dilemma-Zone Detection	Transverse Rumble Strips	Intersection Markers or Striping
Crash Types Addressed	All crash types	All crash types at “night” time, Pedestrian & Bicycle	Angle	All crash types (particularly on high-speed roads)	All crash types	All crash types
Crash Reduction	26-82%	20-74%	21-55%	40%	0-35%	10-33%
Expected Life Span	20 years	20 years	20 years	10 years	10 years	10 years
Estimated Cost	\$4,000,000 to \$8,000,000	\$5,000 to \$7,000 per light	\$10,000 per approach	\$5,600 per system	\$600 per approach	\$4,000 per intersection
Federal Funding Eligibility	100%	100%	90%	100%	90%	100%

Select Roadway Segment Countermeasures

Based on the predominant crash types, the following countermeasures were determined to be most practicable for the identified segments:

Table 10: Select Segment Countermeasures^{1, 5, 12, 15, 16, 18, 37}

Countermeasure Name	Remove/Relocate Objects & Clear Recovery Zone	Raised Median Access Mngt./ Right-in-right-out	Road Diet/ Lane Conversions	Edge line Rumble Strips	Dynamic/Variable Speed Warning	Delineators/ Reflectors/ Object Markers
Crash Types Addressed	Fixed/Stationary Object	Angle and Rear-End	All crash types	Roadway Departure	All crash types	All crash types
Crash Reduction	17-100%	0-94%	19-47%	10-41%	0-41%	0-30%
Expected Life Span	10 years	20 years	20 years	10 years	10 years	10 years
Estimated Cost	\$200 to \$10,000 per object	\$50,000	\$69 per linear foot	\$10 per linear foot	\$43,600 per warning sign	\$75-500 per sign
Federal Funding Eligibility	90%	90%	90%	100%	100%	100%

³⁷ <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/hsip/2020/lrsm2020.pdf>

Select Pedestrian- and Bicycle-focused Countermeasures

Based on the predominant crash types that impacted pedestrians and bicyclists, the following countermeasures were determined to be most practicable for the identified segments and intersections:

Table 11: Select Bicycle and Pedestrian Countermeasures^{1, 5, 20, 21, 22, 25, 26, 27, 30, 31, 38, 39}

Countermeasure Name	Leading Pedestrian Interval	Pedestrian Crossing Median/ Refuge Island	Enhanced Safety Features (Beacons/ High Visibility/ Raised Crossings)	Separated Bike Lanes	Intersection/ Driveway Pavement Marking Improvements/ Bicycle Box	Pedestrian & Driver and Bicycle & Motorist Education
Crash Types Addressed	Pedestrian	Pedestrian	Pedestrian	Bicycle	Bicycle	Pedestrian and Bicycle
Crash Reduction	60%	45%	35%	35%	35%	(Variable)
Expected Life Span	10 years	20 years	20 years	10 years	10 years	Ongoing
Estimated Cost	\$2,500 per signal	\$120 per linear foot	\$5,000 to \$160,000	\$50 per linear foot	\$20 to \$2,500	(Variable)
Federal Funding Eligibility	100%	90%	90-100%	90%	90-100%	

³⁸ http://pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=61

³⁹ http://pedbikesafe.org/BIKESAFE/countermeasures_detail.cfm?CM_NUM=18

Safe Routes to School (SRTS) Toolkit

An important component of improving local road safety is ensuring that children can safely walk or bike to destinations like schools and parks. Providing *Safe Routes to School* is a vital part of helping children live healthy, active lifestyles. Research has shown a significant decrease since the 1960s in the percentage of kindergarten through 8th grade (K-8) students who bike or walk to school (from 47.7 percent in 1969 to 12.7 percent in 2009).⁴⁰

“Children deserve safe places to walk and bike – starting with the trip to school.

By starting with children and the trip to school, communities become safer places for everyone to walk and bike.

By creating safe places for everyone, communities take a major step towards meeting the national goal of ending traffic deaths on roads.”

- National Center for Safe Routes to School

According to the CDC, *Safe Routes to School* encourage increased physical activity by enabling safe, active transportation options for children. This can help decrease the prevalence of childhood obesity, reduce the risk of heart disease and promote cardiorespiratory and muscular fitness, along with other public health benefits.⁴¹ Ensuring safe routes to school can also decrease the risk of injuries in bike or pedestrian collisions. Something as simple as slowing traffic in areas where children may be walking or biking can reduce the risk of serious injury if a collision is to occur.

In addition to slowing speed, there are a variety of safety countermeasures that can be applied in areas near schools, or along routes to school, where there has been a history of collisions.



Figure 58: AAA Foundation for Traffic Safety, *Impact Speed and the Pedestrian's Risk of Severe Injury or Death*, September 2011.

⁴⁰ McDonald NC, Brown AL, Marchetti LM, Pedroso MS. US school travel, 2009: an assessment of trends. *Am J Prev Med* 2011;41(2):146–51.

⁴¹ <https://www.cdc.gov/policy/hst/hi5/saferoutes/index.html>

Collisions Near Schools in College Place

Davis Elementary School

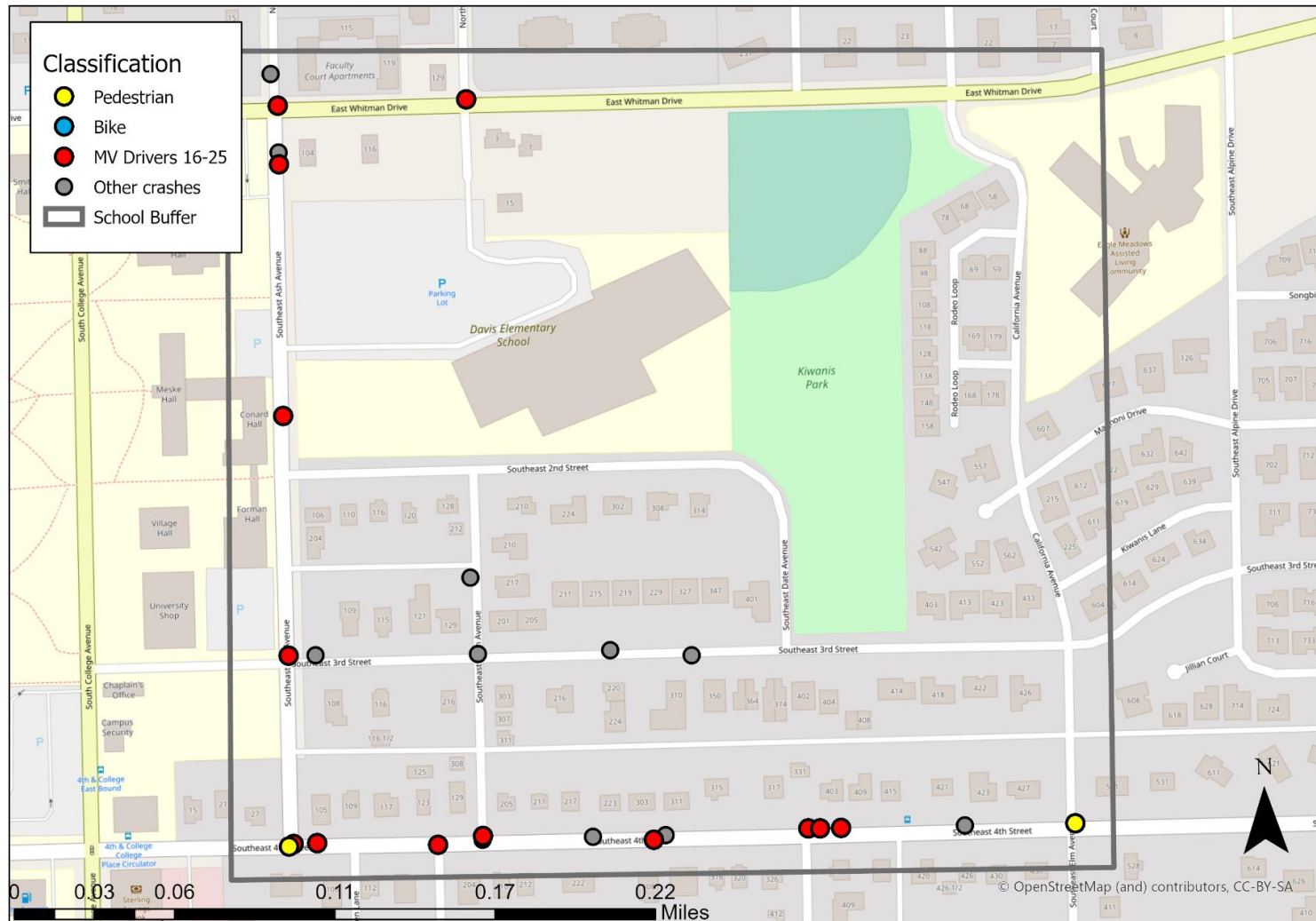


Figure 59: Collisions near Davis Elementary School

Walla Walla Valley Academy & Rogers Adventist School

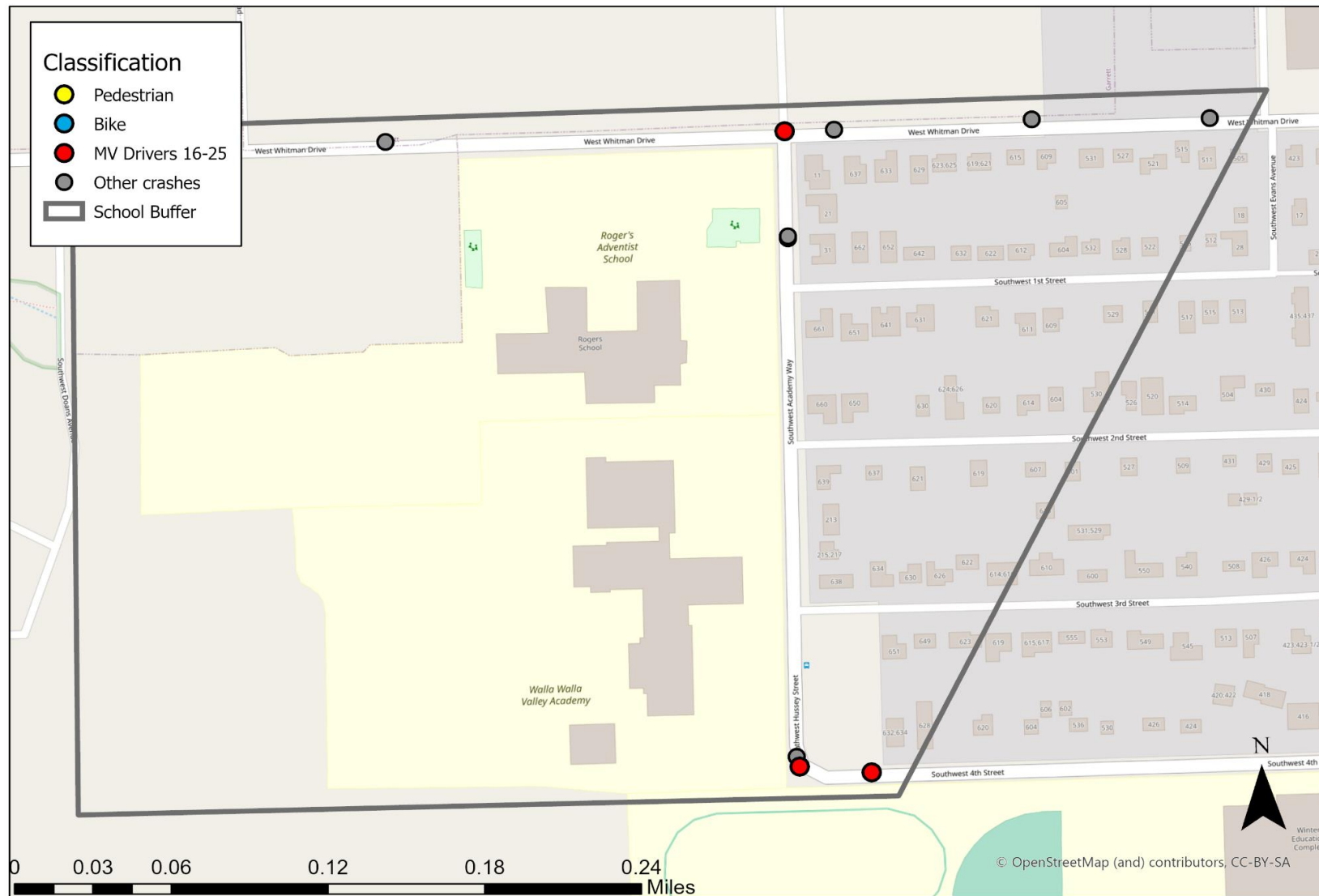


Figure 60: Collisions near Walla Walla Valley Academy and Rogers Adventist School

John Sager Middle School & College Place High School



Figure 62: Collisions near John Sager Middle School and College Place High School

Walla Walla University

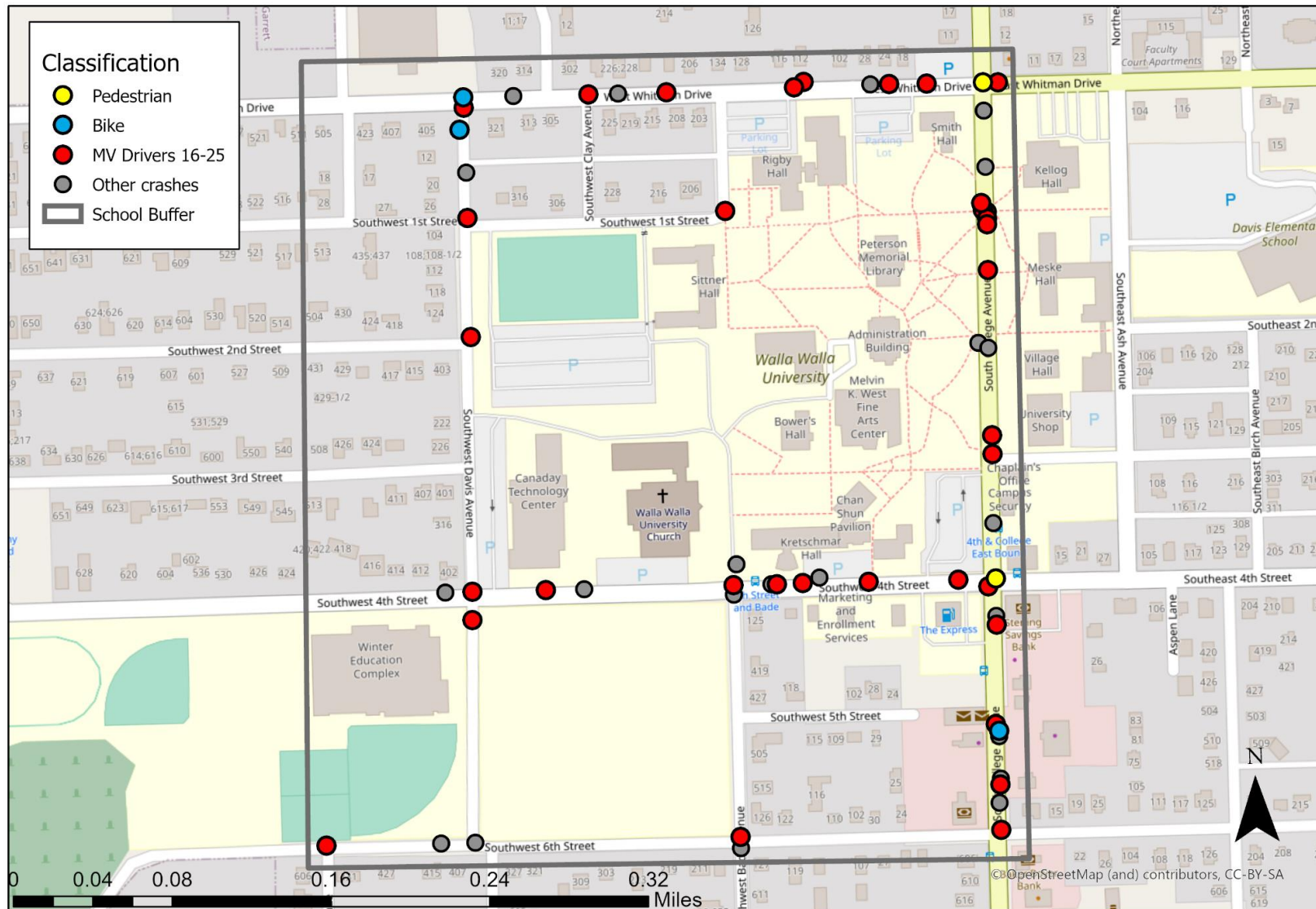


Figure 63: Collisions near Walla Walla University

Implementing Safe Routes to School

Partnership: The City of College Place can partner with College Place Public Schools, Rogers Adventist School, Walla Walla Valley Academy, and Walla Walla University in ensuring safe routes to schools throughout the community. They can identify priority projects, partner on student and community safety education, and advocate to funders like the Washington State Department of Transportation Safe Routes to School Program. The City can also partner with parents to identify which routes from residential neighborhoods to schools are the most commonly used by children.

Prioritizing Safe Routes: Nearly all communities face funding restraints. The amount of infrastructure improvement needed outweighs the amount of available funding. Communities must use a set of criteria to prioritize which safety improvements should occur first. In addition to prioritizing improvements near areas with the highest rate of high-risk collisions, the City of College Place can prioritize safety improvements along routes to school and near schools. Since College Place is about three square miles, a nontraditional buffer was selected instead of using a quarter-mile/half-mile buffer. A four-point corner buffer was selected for all schools except for one: John Sager Middle School/College Place High School.

Table 12: Summary of collisions including type and contributing factors near schools in College Place

School Locations	Total Crashes in buffer*	Including			Contributing Factors							
		Pedestrian	Bicyclists	Young Drivers	Inattentive or Distracted	Disregard Signals/ Yield	Unsafe Speeds	Follow Too Closely	Improper Movement	Drowsy	DUI	Other
Rogers Adventist School/Walla Walla Valley Academy	13			5	4		2		3			4
John Sager Middle School/College Place High School	31	2		12	11	6	2	2	2		2	6
Davis Elementary	36	2		16	14	9	1	1	5	1		5
Walla Walla University	98	2	3	54	34	14	3	13	8	1	1	24
Total	178	6	3	87	63	29	8	16	18	2	3	39

Safe Routes to School Countermeasures

Based on the predominant crash types, the following countermeasures were determined to be most practicable for locations around area schools.

Table 13: Proposed safety countermeasures for locations near schools^{42 43 44 45 46}

Countermeasure Name	Enhanced Safety Features (Beacons/ High Visibility/ Raised Crossings)	Separated Bike Lanes	Intersection Markers or Striping	Dynamic/Variable Speed Warning	Transverse Rumble Strips	Pedestrian & Driver and Bicycle & Motorist Education
Crash Types Addressed	Pedestrian	Bicycle	All crash types	All crash types	All crash types	Pedestrian and Bicycle
Crash Reduction	35%	35%	10-33%	0-41%	0-35%	(Variable)
Expected Life Span	20 years	10 years	10 years	10 years	10 years	Ongoing
Estimated Cost	\$5,000 to \$160,000	\$50 per linear foot	\$4,000 per intersection	\$43,600 per warning sign	\$600 per approach	(Variable)
Federal Funding Eligibility	90-100%	90%	100%	100%	90%	

⁴² 2018 Marin County Travel Safety Plan, accessed August 16, 2021, from:

<https://www.marincounty.org/userdata/dpw/Marin%20County%20Travel%20Safety%20Plan%20-%20Final%20Report.pdf>

⁴³ Local Road Safety – A Manual for California’s Local Road Owners, accessed August 16, 2021, from: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/hsip/2020/lrsm2020.pdf>

⁴⁴ Safety Evaluation of Transverse Rumble Strips on Approaches to Stop-Controlled Intersections in Rural Areas, accessed September 23, from:

<https://www.fhwa.dot.gov/publications/research/safety/hsis/12047/12047.pdf>

⁴⁵ Safety Improvements on High Risk Rural Roads, accessed August 16, 2021, from:

https://safety.fhwa.dot.gov/hsip/hrrr/manual/hrrr_2014.pdf

⁴⁶ Systemic Local Roadway Safety Plan, accessed August 16, 2021, from:

https://www.fresno.gov/publicworks/wp-content/uploads/sites/17/2021/01/Fresno_SSAR_LRSP_Final-Accessible-1.pdf

Project List for Top Priority Locations

After a comprehensive risk assessment, the following improvements are proposed for select high-priority intersections and roadway segments.

Table 14: Priority locations for local road safety improvements by categorized by location

Location	Weighted Crash Value	Potential Improvement
Intersections		
SR 125 (MP 1.88)/ S College Ave	3.84	Collisions at this intersection were largely rear-end or angle collisions due to inattentive/distracted driving, disregard for signals/yield, and driving under the influence (DUI). Potential improvements at this signalized intersection include conversion to a roundabout, increased intersection lighting, raised median upon intersection approach, advanced dilemma-zone detection, transverse rumble strips, or intersection markers or striping.
NE Larch St/ E Whitman Dr	6.85	Collisions at this intersection were primarily angle collisions, largely due to speeding, following too close, or disregard for signals/yield. Potential improvements at this current two-way stop intersection include conversion to a four-way stop, increased intersection lighting, raised median upon intersection approach, transverse rumble strips, or intersection markers or striping.
Segments		
NE C St (From Deccio Rd to Myra Rd)	17.61	Collisions along this segment were mainly angle and rear-end collisions based on inattentive/distracted driving, following too close, and improper turn/merge. Potential improvements along this segment include street lighting installation, upgrade pavement markings, converting to a right-in/right-out, remove/relocate objects and clear recovery zone, raised median, or delineators/reflectors/object markers.

W Rose St (From NE Lambert to Carey Court)	1.39	Collisions along this segment were largely angle or stationary-object collisions due to inattentive/distracted driving, disregard for signals/yields, and unsafe speeds. Potential improvements for this segment include remove/relocate objects and clear recovery zone, raised median access management, right-in-right-out, road diet/lane conversion, edgeline rumble strip, dynamic/variable speed warning, or delineators/reflectors/object markers.
S Meadowbrook St (w/out Intersection) (SR 125 (MP-2.34) to NE Deccio Rd)	1.85	Collisions along this segment were primarily angle, side-swipe, or other types of collisions due to inattentive/distracted driving and disregard for signals/yields. One collision included a bicyclist. Potential improvements along this segment include remove/relocate objects and clear recovery zone, raised median access management, right-in-right-out, road diet/lane conversion, edgeline rumble strip, dynamic/variable speed warning, or delineators/reflectors/object markers.

School Locations

Schools	Young Drivers (% of total)	Potential Improvements
Rogers Adventist School/Walla Walla Valley Academy	5 (29.6%)	Collisions near this school were mainly due to inattentive/distracted driving, unsafe speeds, improper movement, driving under influence, and other contributing factors. Potential improvements for this area include enhanced safety features such as beacons/high visibility/raised crossings, separated bike lanes, intersection markers or striping, dynamic/variable speed warning, transverse rumble strips and pedestrian, bicyclist and motorist education.
John Sager Middle School/College Place High School	12 (38.7%)	Collisions near this school were primarily due to inattentive/ distracted driving, disregarding signals/yield, unsafe speeds, following too closely, improper movement, driving under influence, and other contributing factors. Potential improvements for this area include enhanced safety features such as beacons/high visibility/raised crossings, separated bike lanes, intersection markers or striping, dynamic/variable speed warning, transverse rumble strips and pedestrian, bicyclist and motorist education.

Davis Elementary	16 (44.4%)	Collisions near this school were largely due to inattentive/distracted driving, disregarding signals/yield, unsafe speeds, following too closely, improper movement, drowsiness, and other contributing factors. Potential improvements for this area include enhanced safety features such as beacons/high visibility/raised crossings, separated bike lanes, intersection markers or striping, transverse rumble strips and pedestrian, bicyclist and motorist education.
Walla Walla University	54 (55.1%)	Collisions near this school were primarily due to inattentive/distracted driving, disregarding signals/yield, unsafe speeds, following too closely, improper movement, drowsiness, driving under influence, and other contributing factors. Potential improvements for this area include enhanced safety features such as beacons/high visibility/raised crossings, separated bike lanes, intersection markers or striping, dynamic/variable speed warning, transverse rumble strips and pedestrian, bicyclist and motorist education.

Pedestrian/Bicycle

Locations	MV Young Drivers (% of Total)	Potential Improvement
NE Whitman Dr/SE Larch Ave <i>(Intersection)</i>	36%	Collisions for this intersection were largely due to disregarding signs and signals, failing to yield, following too closely, driving under the influence, and other contributing factors. Potential improvements for this location include leading pedestrian interval, pedestrian median/refuge island, enhanced safety features, and pedestrian, and motorist education.
College Place Post Office (S College Ave)	33%	Collisions at this location were due to a variety of contributing factors. Potential improvements for this location include leading pedestrian interval, pedestrian crossing median/refuge island, enhanced safety features such as beacons, high visibility/raised crossings, separated bike lanes, intersection or driveway pavement marking improvement, bicycle box, and pedestrian, bicyclist and motorist education.

References

1. Image by Akua based on information by Arkyan - based on public domain information. Based on similar map concepts by Ixnayonthetimmay, CC BY-SA 3.0, <https://commons.wikimedia.org/w/index.php?curid=2977946>
2. U.S. Census Bureau: <https://www.census.gov/quickfacts/fact/table/collegeplacecitywashington,WA,wallawallacountywashington/PST045219>
3. ¹ <https://remoteapps.wsdot.wa.gov/highwaysafety/collision/data/portal/public/>
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Travel Demand Model (2019)

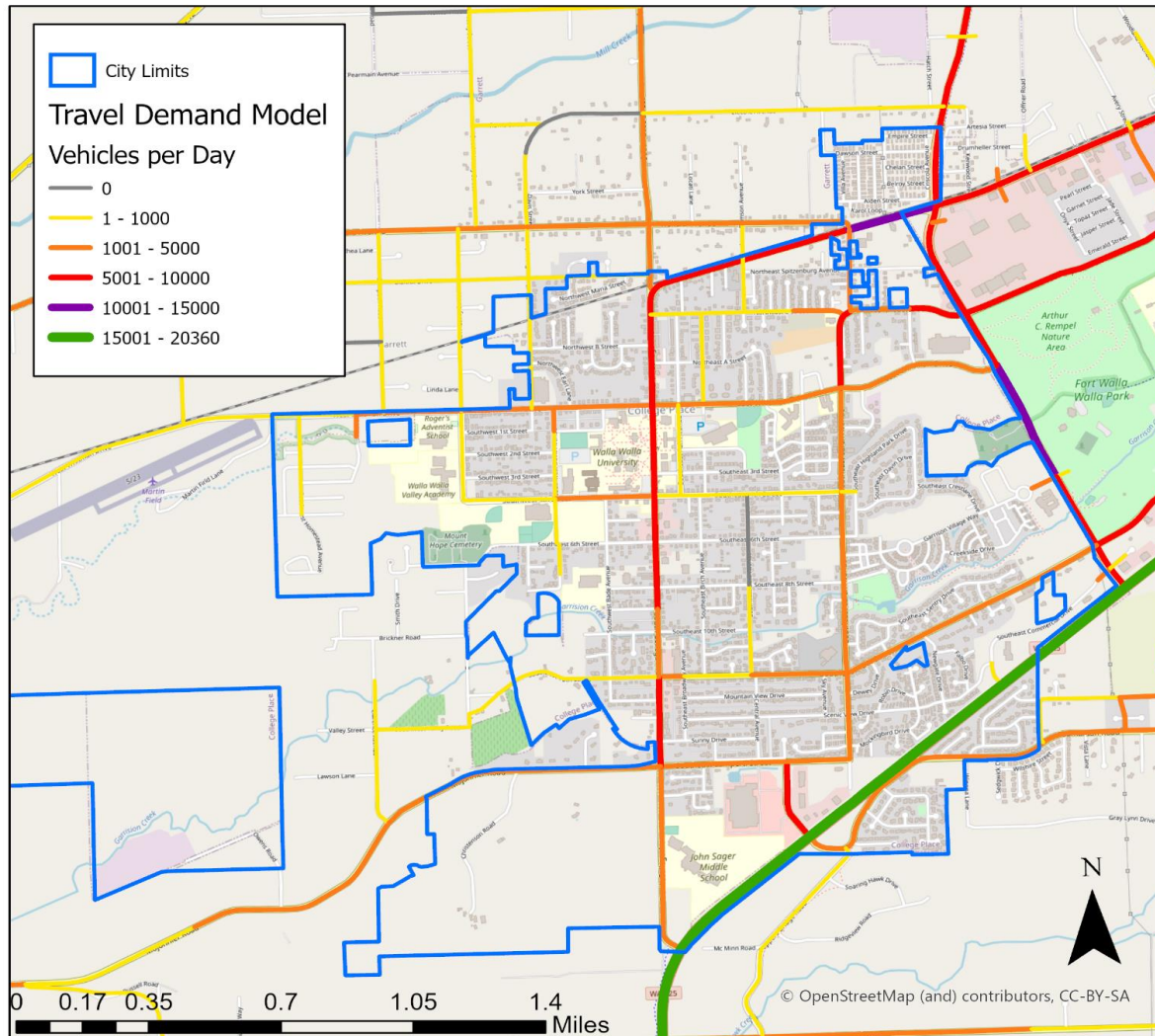


Figure 64: Travel Demand Model map of the College Place area

In general, a regional Travel Demand Model (TDM) replicates roadway networks, captures transit rider and driver travel behavior, and uses algorithms attuned to local conditions in order to show traffic flows and analyze future roadway infrastructure needs. The Walla Walla Valley TDM spans the northeastern portion of Umatilla County, Oregon and Walla Walla County, Washington, and includes the City of College Place. The traffic volumes displayed in this map show modeled year 2019 conditions, which have been calibrated against physical traffic count data.

Streetlights

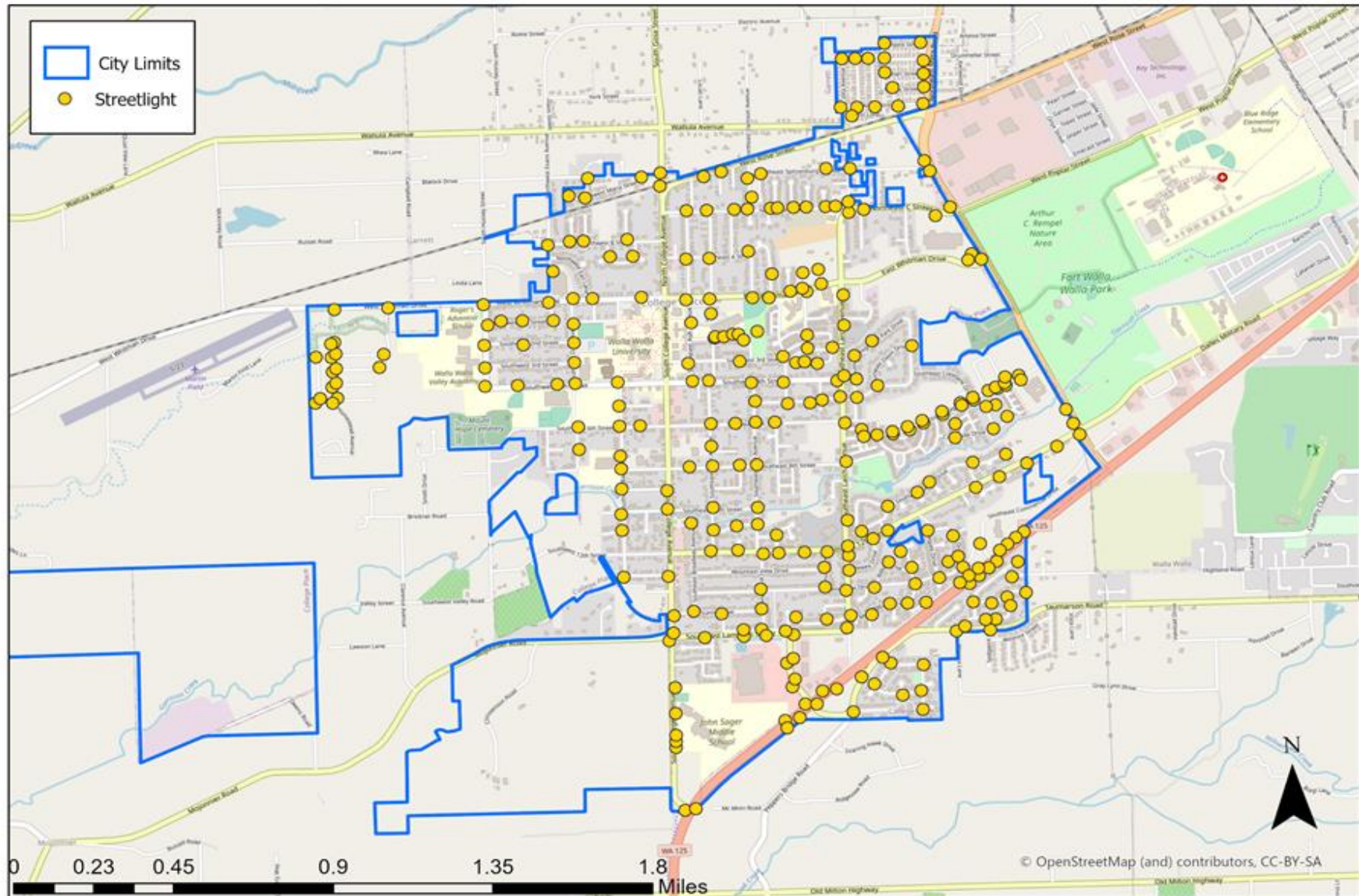


Figure 65: Streetlight inventory throughout the city of College Place

Table 15: Average Annual Collisions from 2011 to 2020 for Cities of Comparable Populations⁴⁷

Community	2020 Population	Average Collisions Per Year (2011-2020)
Toppenish	8,854	95
Orting	9,041	41
Burlington	9,152	310
College Place	9,902	67
Snohomish	10,126	178
Port Townsend	10,148	75
DuPont	10,151	40

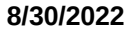
⁴⁷ <https://remoteapps.wsdot.wa.gov/highwaysafety/collision/data/portal/public/>

2022 Federal DOT Safe Routes for All

8/30/2022

	Construction	PE	CE	Total
1. RFB and safety improvements at CP Post Office Crosswalk	\$ 79,660	\$ 11,949	\$ 11,949	\$ 103,558
2. 723 feet of new multiuse path on south side of Whitman Drive including three (3) ADA ramps from 609 west Whitman to Davis intersection	\$ 104,410	\$ 15,661	\$ 15,661	\$ 135,732
3. Thirteen (13) pedestrian streetlamps every 180 feet on Whitman between Academy and Adams	\$ 130,130	\$ 19,520	\$ 19,520	\$ 169,169
4. Overlay SW Davis (Whitman to Fourth) (53,314 square feet of surface area). Also, seven (7) pedestrian streetlamps every 180 ft	\$ 404,586	\$ 60,688	\$ 60,688	\$ 525,962
5. Seven (7) streetlamps on SW Academy between Whitman and 4th.	\$ 70,070	\$ 10,511	\$ 10,511	\$ 91,091
6. RFB and crosswalks at Academy & Whitman	\$ 35,745	\$ 5,362	\$ 5,362	\$ 46,468
7. Overlay on SE Ash (Whitman to Fourth) and SE Fourth (Express Gas Station to Ash) – 80,529 sq feet of asphalt. Also, seven (7) ped lights on Ash and two (2) on Fourth.	\$ 528,130	\$ 79,220	\$ 79,220	\$ 686,569
8. Intersection of Myra Rd & Garrison Village Way/Fort WW Park to stoplight	\$ 1,011,882	\$ 151,782	\$ 151,782	\$ 1,315,447
TOTAL ALL PROJECTS	\$ 2,364,613	\$ 354,692	\$ 354,692	\$ 3,073,997

Assumes no Right of Way Required



1. College Place Post Office Crosswalk

CLIENT: City of College Place

J-U-B PROJ. NO.: 30-20-075 Safe Routes for All

[illegible]

SUBTOTAL CONSTRUCTION COST	\$ 80,315
SALES TAX @ 0%	\$ -
CONTINGENCY @ 30%	\$ 24,095
CONSTRUCTION TOTAL	\$ 104,410
PRELIMINARY ENGINEERING @ 15%	\$ 15,661
CONSTRUCTION ENGINEERING @ 15%	\$ 15,661
TOTAL PROJECT ESTIMATED COST	\$ 135,732



ENGINEER'S OPINION OF PROBABLE COST

8/30/2022

PROJECT DESCRIPTION:

3. Thirteen (13) pedestrian streetlamps every 180 feet on Whitman between Academy and Adams

CLIENT: City of College Place

J-U-B PROJ. NO.: 30-20-075 Safe Routes for All

ITEM NO.	WSDOT STD NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
PREPARATION						
1	0001	MOBILIZATION	1	L.S.	\$ 9,100.00	\$ 9,100
OTHER ITEMS						
2		PEDESTRIAN STREET LAMP	13.0	EA.	\$ 7,000.00	\$ 91,000
SUBTOTAL CONSTRUCTION COST						\$ 100,100
SALES TAX @ 0%						\$ -
CONTINGENCY @ 30%						\$ 30,030
CONSTRUCTION TOTAL						\$ 130,130
PRELIMINARY ENGINEERING @ 15%						\$ 19,520
CONSTRUCTION ENGINEERING @ 15%						\$ 19,520
TOTAL PROJECT ESTIMATED COST						\$ 169,169

ITEM NO.	WSDOT STD NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
		PREPARATION				
1	0001	MOBILIZATION	1	L.S.	\$ 28,300.00	\$ 28,300
2	5711	PLANING BITUMINOUS PAVEMENT	5,924	S.Y.	\$ 5.00	\$ 29,619
		HOT MIX ASPHALT				
3	5711	HMA CL. 1/2 IN. PG 64-28H (2 INCH OVERLAY)	691	TON	\$ 135.00	\$ 93,300
		EROSION CONTROL AND PLANTING				
4	6403	ESC LEAD	4.0	DAY	\$ 100.00	\$ 402
5	6471	INLET PROTECTION	4.0	EA.	\$ 150.00	\$ 600
		TRAFFIC				
6	6971	PROJECT TEMPORARY TRAFFIC CONTROL	1.0	L.S.	\$ 90,000.00	\$ 90,000
		OTHER ITEMS				
7	6243	ADJUST VALVE BOX	27.0	EA	\$ 500.00	\$ 13,500
8	3080	ADJUST MANHOLE	3.0	EA	\$ 1,000.00	\$ 3,000
9	7038	ROADWAY SURVEYING	1.0	L.S.	\$ 3,000.00	\$ 3,000
10		PEDESTRIAN STREET LAMP	7.0	EA.	\$ 7,000.00	\$ 49,000
11		TESC PLAN	1.0	L.S.	\$ 500.00	\$ 500
SUBTOTAL CONSTRUCTION COST						\$ 311,220
SALES TAX @ 0%						\$ -
CONTINGENCY @ 30%						\$ 93,366
CONSTRUCTION TOTAL						\$ 404,586
PRELIMINARY ENGINEERING @ 15%						\$ 60,688
CONSTRUCTION ENGINEERING @ 15%						\$ 60,688
TOTAL PROJECT ESTIMATED COST						\$ 525,962



ENGINEER'S OPINION OF PROBABLE COST

8/30/2022

PROJECT DESCRIPTION:

5. Seven (7) streetlamps on SW Academy between Whitman and 4th.

CLIENT: City of College Place

J-U-B PROJ. NO.: 30-20-075 Safe Routes for All

ITEM NO.	WSDOT STD NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
PREPARATION						
1	0001	MOBILIZATION	1	L.S.	\$ 4,900.00	\$ 4,900
OTHER ITEMS						
2		PEDESTRIAN STREET LAMP	7.0	EA.	\$ 7,000.00	\$ 49,000
SUBTOTAL CONSTRUCTION COST						\$ 53,900
SALES TAX @ 0%						\$ -
CONTINGENCY @ 30%						\$ 16,170
CONSTRUCTION TOTAL						\$ 70,070
PRELIMINARY ENGINEERING @ 15%						\$ 10,511
CONSTRUCTION ENGINEERING @ 15%						\$ 10,511
TOTAL PROJECT ESTIMATED COST						\$ 91,091



ENGINEER'S OPINION OF PROBABLE COST

8/30/2022

PROJECT DESCRIPTION:

6. RFB and crosswalks at Academy & Whitman

CLIENT: City of College Place

J-U-B PROJ. NO.: 30-20-075 Safe Routes for All

ITEM NO.	WSDOT STD NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
PREPARATION						
1	0001	MOBILIZATION	1	L.S.	\$ 2,500.00	\$ 2,500
TRAFFIC						
2		RECTANGULAR RAPID-FLASHING BEACON (DOUBLE SIDED)	1.0	EA.	\$ 17,500.00	\$ 17,500
3	6857	PLASTIC CROSSWALK LINE	208.0	S.F.	\$ 12.00	\$ 2,496
4	6971	PROJECT TEMPORARY TRAFFIC CONTROL	1.0	L.S.	\$ 5,000.00	\$ 5,000
SUBTOTAL CONSTRUCTION COST						\$ 27,496
SALES TAX @ 0%						\$ -
CONTINGENCY @ 30%						\$ 8,249
CONSTRUCTION TOTAL						\$ 35,745
PRELIMINARY ENGINEERING @ 15%						\$ 5,362
CONSTRUCTION ENGINEERING @ 15%						\$ 5,362
TOTAL PROJECT ESTIMATED COST						\$ 46,468



ENGINEER'S OPINION OF PROBABLE COST

8/30/2022

PROJECT DESCRIPTION:

7. Overlay on SE Ash (Whitman to Fourth) and SE Fourth (Express Gas Station to Ash) – 80,529 sq feet of asphalt. Also, seven (7) ped lights on Ash and two (2) on Fourth.

CLIENT: City of College Place

J-U-B PROJ. NO.: 30-20-075 Safe Routes for All

ITEM NO.	WSDOT STD NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
PREPARATION						
1	0001	MOBILIZATION	1	L.S.	\$ 36,900.00	\$ 36,900
2	5711	PLANING BITUMINOUS PAVEMENT	8,948	S.Y.	\$ 5.00	\$ 44,738
HOT MIX ASPHALT						
3	5711	HMA CL. 1/2 IN. PG 64-28H (2 INCH OVERLAY)	1,044	TON	\$ 135.00	\$ 140,926
EROSION CONTROL AND PLANTING						
4	6403	ESC LEAD	7.0	DAY	\$ 100.00	\$ 700
5	6471	INLET PROTECTION	9.0	EA.	\$ 150.00	\$ 1,350
TRAFFIC						
6	6971	PROJECT TEMPORARY TRAFFIC CONTROL	1.0	L.S.	\$ 90,000.00	\$ 90,000
7	6857	PLASTIC CROSSWALK LINE	560.0	S.F.	\$ 12.00	\$ 6,720
8	6806	PAINT LINE	1,280.0	L.F.	\$ 1.50	\$ 1,920
OTHER ITEMS						
9	6243	ADJUST VALVE BOX	9.0	EA	\$ 500.00	\$ 4,500
10	3080	ADJUST MANHOLE	8.0	EA	\$ 1,000.00	\$ 8,000
11	7038	ROADWAY SURVEYING	1.0	L.S.	\$ 5,000.00	\$ 5,000
12		PEDESTRIAN STREET LAMP	9.0	EA.	\$ 7,000.00	\$ 63,000
13		TESC PLAN	1.0	L.S.	\$ 500.00	\$ 500
14		CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A	1.0	EA	\$ 2,000.00	\$ 2,000
SUBTOTAL CONSTRUCTION COST						\$ 406,254
SALES TAX @ 0%						\$ -
CONTINGENCY @ 30%						\$ 121,876
CONSTRUCTION TOTAL						\$ 528,130
PRELIMINARY ENGINEERING @ 15%						\$ 79,220
CONSTRUCTION ENGINEERING @ 15%						\$ 79,220
TOTAL PROJECT ESTIMATED COST						\$ 686,569

Assumptions:

2 inch Overlay
Assume one ADA Ramp required Vicinity SE Ash and SE 2nd
No additional right of way required



ENGINEER'S OPINION OF PROBABLE COST

8/30/2022

PROJECT DESCRIPTION:

8. Intersection of Myra Rd & Garrison Village Way/Fort WW Park to stoplight

CLIENT: City of College Place

J-U-B PROJ. NO.: 30-20-075 Safe Routes for All

ITEM NO.	WSDOT STD NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
PREPARATION						
1	0001	MOBILIZATION	1	L.S.	\$ 70,800.00	\$ 70,800
2		REMOVING REFUGE ISLAND & RFB	1	L.S.	\$ 10,000.00	\$ 10,000
HOT MIX ASPHALT						
3	5711	HMA CL. 1/2 IN. PG 64-28H (2 INCH OVERLAY)	6	TON	\$ 170.00	\$ 1,058
SURFACING						
4	5120	CRUSHED SURFACING TOP COURSE	14	TON	\$ 40.00	\$ 563
EROSION CONTROL AND PLANTING						
5	6403	ESC LEAD	5.0	DAY	\$ 100.00	\$ 500
6	6471	INLET PROTECTION	3.0	EA.	\$ 150.00	\$ 450
TRAFFIC						
7	6912	TRAFFIC SIGNAL SYSTEM	1.0	L.S.	\$ 600,000.00	\$ 600,000
8	6971	PROJECT TEMPORARY TRAFFIC CONTROL	1.0	L.S.	\$ 90,000.00	\$ 90,000
OTHER ITEMS						
9	7038	ROADWAY SURVEYING	1.0	L.S.	\$ 5,000.00	\$ 5,000
SUBTOTAL CONSTRUCTION COST						\$ 778,371
SALES TAX @ 0%						\$ -
CONTINGENCY @ 30%						\$ 233,511
CONSTRUCTION TOTAL						\$ 1,011,882
PRELIMINARY ENGINEERING @ 15%						\$ 151,782
CONSTRUCTION ENGINEERING @ 15%						\$ 151,782
TOTAL PROJECT ESTIMATED COST						\$ 1,315,447

Assumptions:

Widening, RFB, and refuge island compelled by developer (Garrison Creek Village project)

Traffic signal to be installed as part of this project

RFB and refuge island to be removed as part of this project

ENGINEER'S OPINION OF PROBABLE COST



PROJECT: SW Mojonner Road - Bluvue Ln to S. College Avenue

CLIENT: City of College Place

5/10/2022

J-U-B PROJ. NO.: 30-20-075 Task Order 029

				Current 2022		Basis Year 2024	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
PREPARATION (DEMO AND REMOVAL)							
1	MOBILIZATION (10% OF CONSTRUCTION COST)	1	L.S.	\$ 465,100.00	\$ 465,100	\$ 520,900	\$ 520,900
2	CLEARING AND GRUBBING	3.6	ACRE	\$ 6,000.00	\$ 21,600	\$ 6,900	\$ 24,840
3	REMOVING CEMENT CONC. SIDEWALK	70	SY	\$ 13.00	\$ 910	\$ 15	\$ 1,047
4	REMOVING CEMENT CONC. CURB AND GUTTER	100	LF	\$ 12.00	\$ 1,200	\$ 14	\$ 1,380
5	REMOVING ASPHALT CONC. PAVEMENT	10,680	S.Y.	\$ 10.00	\$ 106,800	\$ 12	\$ 122,820
GRADING (SITE WORK)							
6	ROADWAY EXCAVATION INCL. HAUL	8,410	C.Y.	\$ 30.00	\$ 252,300	\$ 35	\$ 290,145
7	EMBANKMENT COMPACTION	6,580	C.Y.	\$ 15.00	\$ 98,700	\$ 17	\$ 113,505
STORM SEWER							
8	CATCH BASIN TYPE 1	78	EA	\$ 1,500.00	\$ 117,000	\$ 1,725	\$ 134,550
9	CATCH BASIN TYPE 2 48 IN. DIAM.	33	EA	\$ 4,500.00	\$ 148,500	\$ 5,175	\$ 170,775
10	STORM SEWER PIPE 12 IN. DIAM.	1,980	LF	\$ 70.00	\$ 138,600	\$ 81	\$ 159,390
11	SHORING - TRENCH SAFETY SYSTEMS FOR STORM	1,980	LF	\$ 1.15	\$ 2,277	\$ 1	\$ 2,619
12	GRAVEL BACKFILL FOR PIPE ZONE BEDDING FOR STORM SEWER	1,980	LF	\$ 9.20	\$ 18,216	\$ 11	\$ 20,948
13	INFILTRATION TRENCH	7,800	LF	\$ 115.00	\$ 897,000	\$ 132	\$ 1,031,550
SURFACING							
14	CRUSHED SURFACING BASE COURSE	6,800	TON	\$ 37.50	\$ 255,000	\$ 43	\$ 293,250
15	CRUSHED SURFACING TOP COURSE	5,800	TON	\$ 35.00	\$ 203,000	\$ 40	\$ 233,450
HOT MIX ASPHALT							
16	HMA CL. 1/2 IN. PG 64-28H	4,800	TON	\$ 140.00	\$ 672,000	\$ 161	\$ 772,800
EROSION CONTROL AND PLANTING							
17	ESC LEAD	200	DAY	\$ 125.00	\$ 25,000	\$ 144	\$ 28,750
18	INLET PROTECTION	78	EACH	\$ 150.00	\$ 11,700	\$ 173	\$ 13,455
19	LANDSCAPING STRIP	4,200	SY	\$ 20.00	\$ 84,000	\$ 23	\$ 96,600
TRAFFIC							
20	CEMENT CONC. TRAFFIC CURB AND GUTTER	8,400	L.F.	\$ 40.00	\$ 336,000	\$ 46	\$ 386,400
21	PLASTIC LINE	10,910	L.F.	\$ 2.50	\$ 27,275	\$ 3	\$ 31,366
22	PLASTIC CROSSWALK LINE	240	L.F.	\$ 12.00	\$ 2,880	\$ 14	\$ 3,312
23	PLASTIC STOP LINE	60	L.F.	\$ 15.00	\$ 900	\$ 17	\$ 1,035
24	PLASTIC TRAFFIC ARROW	30	EA	\$ 300.00	\$ 9,000	\$ 345	\$ 10,350
25	PLASTIC BICYCLE LANE SYMBOL	22	EA	\$ 450.00	\$ 9,900	\$ 518	\$ 11,385
26	PLASTIC BUFFERED BIKE LANE MARKING	7,130	L.F.	\$ 11.50	\$ 81,995	\$ 13	\$ 94,294
27	PERMANENT SIGNING	1	L.S.	\$ 25,000.00	\$ 25,000	\$ 28,750	\$ 28,750
28	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	\$ 404,000.00	\$ 404,000	\$ 464,600	\$ 464,600
OTHER ITEMS							
29	ROADWAY SURVEYING	1	L.S.	\$ 92,000.00	\$ 92,000	\$ 105,800	\$ 105,800
30	ILLUMINATION SYSTEM	1	L.S.	\$ 100,000.00	\$ 100,000	\$ 115,000	
31	TESC PLAN	1	L.S.	\$ 2,300.00	\$ 2,300	\$ 2,645	\$ 2,645
32	CEMENT CONC. SIDEWALK	5,600	SY	\$ 85.00	\$ 476,000	\$ 98	\$ 547,400

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
33	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A	12	EA	\$ 1,800.00	\$ 21,600	\$ 2,070	\$ 24,840
34	MAILBOX SUPPORT TYPE 1	12	EA	\$ 690.00	\$ 8,280	\$ 794	\$ 9,522
SUBTOTAL CONSTRUCTION COST					\$ 5,116,033		\$ 5,754,473
SALES TAX 0%					\$ -		\$ -
CONTINGENCY 30%					\$ 1,534,810		\$ 1,726,342
CONSTRUCTION CONTRACT TOTAL					\$ 6,650,843		\$ 7,480,815
DESIGN ENGINEERING Funded PE Funded					\$ 451,840	PE Funded	\$ 451,840
CONSTRUCTION ENGINEERING 15%					\$ 997,626		\$ 1,122,122
TOTAL ROADWAY ESTIMATED COST ROUNDED					\$ 8,100,309		\$ 9,054,777
RIGHT OF WAY					\$ 260,000.00		\$ -

Grants: Federal Safe Streets WWU

No legend

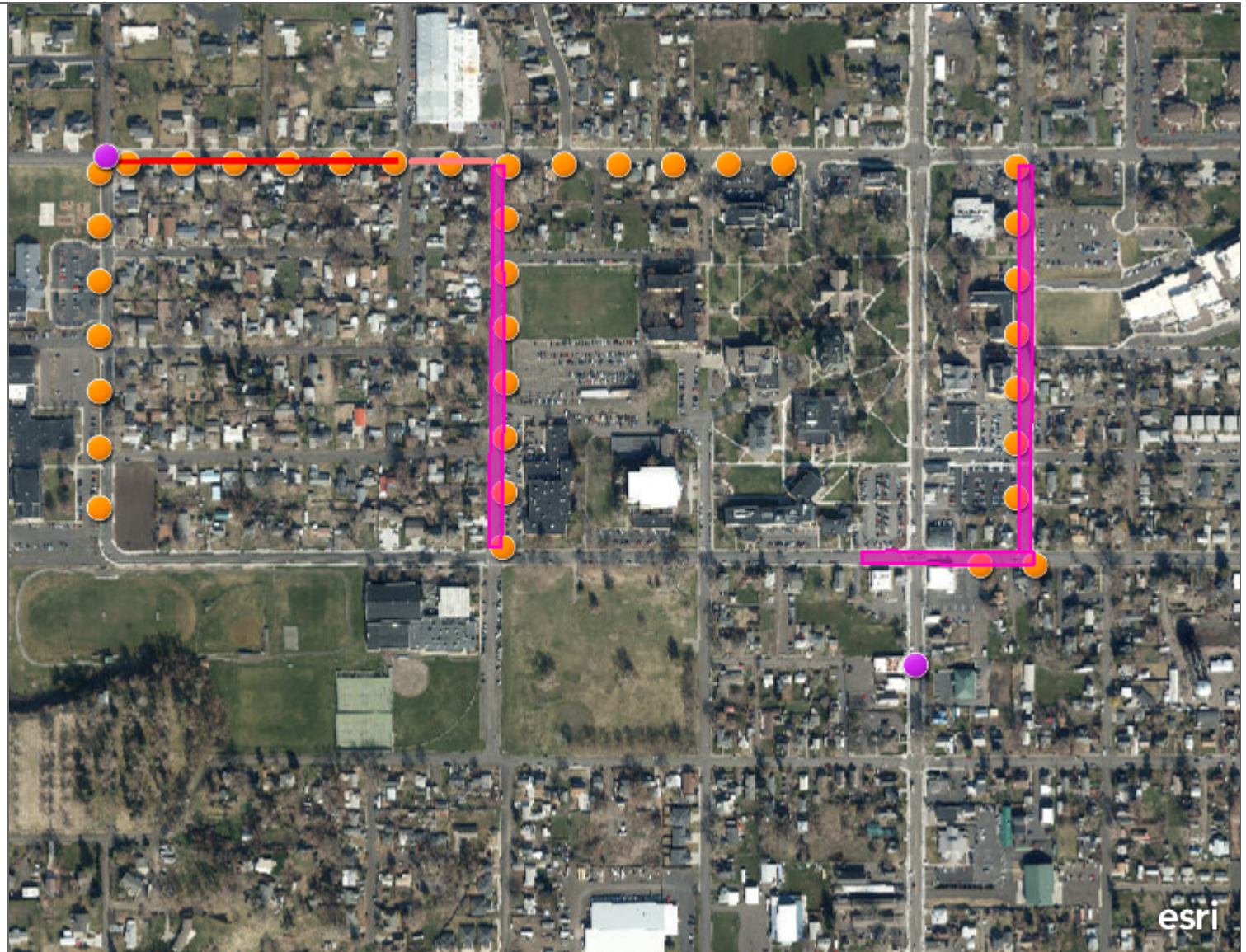


Map of proposed street improvements near University

60ft

Grants: Federal Safe Streets WWU

No legend



Map of proposed street improvements near University

600ft

Grants: Federal Safe Streets WWU

No legend



Map of proposed street improvements near University

600ft

City of College Place, Washington
RESOLUTION NO. 22-067

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING SUPPORT OF GRANT APPLICATION TO THE FEDERAL DEPARTMENT OF TRANSPORTATION SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM FOR COLLEGE PLACE UNIVERSITY DISTRICT COMPLETE STREETS PROJECT

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

Whereas, the Federal Department of Transportation is conducting a call for projects pertaining to the Safe Streets and Roads for All (SS4A) Grant Program; and

Whereas, the 2022 to 2027 Capital Facility Plan which features this project was adopted by the College Place City Council via Ordinance #21-018 during its November 23rd, 2021 City Council meeting; and

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

1. Directs the City Administrator or designee to pursue grant application to the Federal Department of Transportation Safe Streets and Roads for All (SS4A) Grant Program for the College Place University District Complete Streets Project.

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.

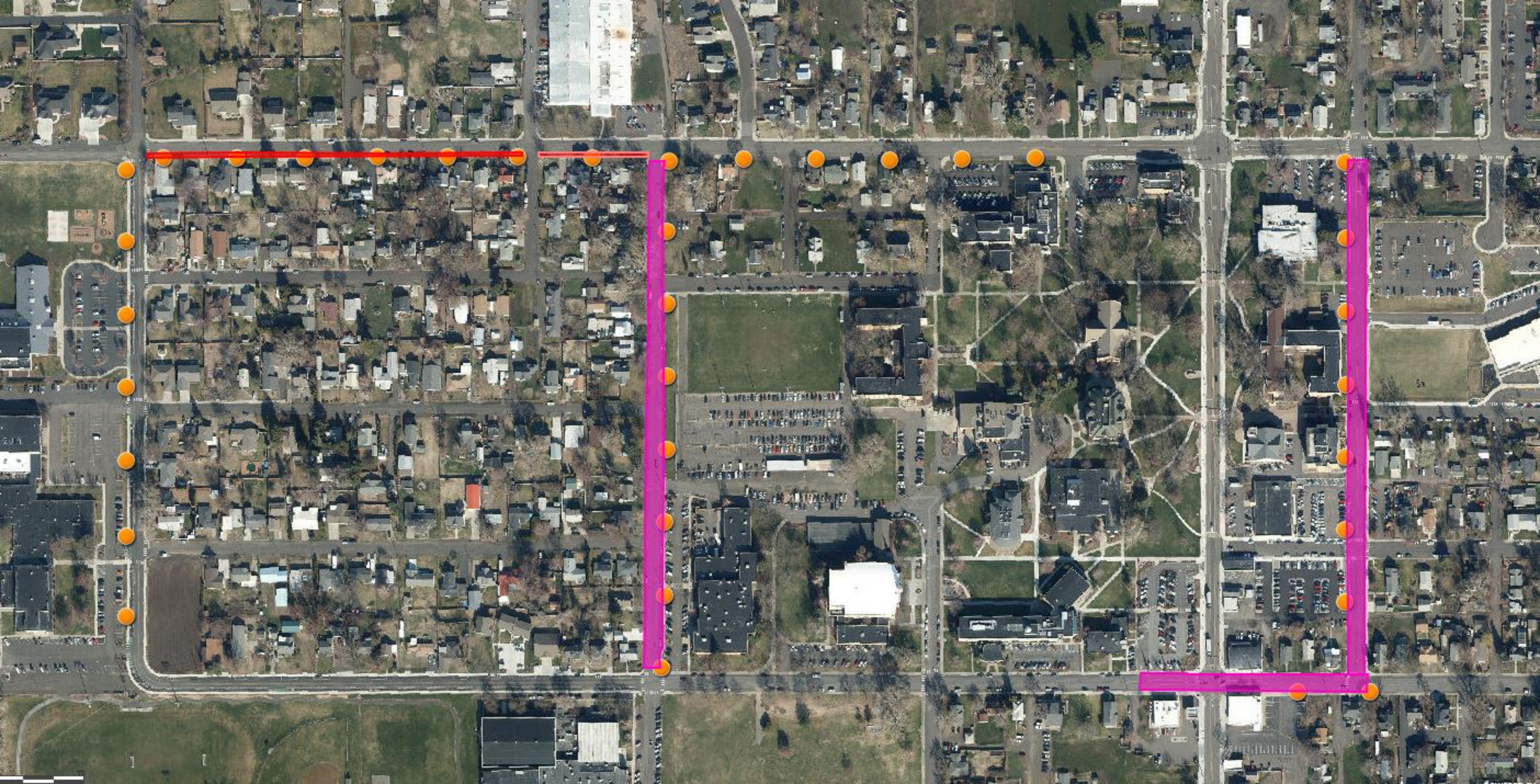
Effective Date. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 13th day of September, 2022.

Attest:

Norma L. Hernández, Mayor

Sherri St. Clair, City Clerk



Safe Streets and Roads for All Grants
About Safe Streets and Roads for All Grants
Announcement
Webinar Series
How to Apply
Resources
FAQs

Related Links

- [Bipartisan Infrastructure Law Technical Assistance and Local Support \(FHWA\)](#)
- [Complete Streets \(FHWA\)](#)
- [Countermeasures That Work \(NHTSA\)](#)
- [Local Road Safety Plans \(FHWA\)](#)
- [Our Roads, Our Safety \(FMCSA\)](#)
- [Proven Safety Countermeasures \(FHWA\)](#)
- [Zero Deaths – Saving Lives through a Safety Culture and a Safe System \(FHWA\)](#)

Related Documents

- [Notice of Funding Opportunity for the Safe Streets and Roads for All](#)
- [Opportunity](#)
- [USDOT National Roadway Safety Strategy](#)

Safe Streets and Roads for All (SS4A) Grant Program

The [Bipartisan Infrastructure Law](#) (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over the next 5 years. In fiscal year 2022 (FY22), up to \$1 billion is available. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries.

The SS4A program supports Secretary of Transportation Pete Buttigieg’s National Roadway Safety Strategy and the Department’s goal of zero deaths and serious injuries on our nation’s roadways.



FY22 Notice of Funding Opportunity is open, now through September 15, 2022

The [FY22 Notice of Funding Opportunity \(NOFO\)](#) for Safe Streets and Roads for All grants is live on [Grants.gov](#).

The deadline for applications is 5:00 p.m. EDT on September 15, 2022. For details, more information, and applicant guidance:

- [Review the NOFO](#)
- [Visit our “How to Apply” assistance page](#)
- [Attend a “How to Apply” webinar](#)

Award announcements are expected to be made by the end of calendar year 2022 or early 2023.

Who is eligible to apply for grant funding?

- Metropolitan planning organizations;
- Counties, cities, towns, and transit agencies or other special districts that are subdivisions of a State;
- Federally recognized Tribal governments; and
- Multijurisdictional groups comprised of the above entities.

Eligible activities

The following activities are eligible for the SS4A program:

- Develop or update a comprehensive safety action plan (Action Plan).
- Conduct planning, design, and development activities in support of an Action Plan.

There are two types of SS4A grants: Action Plan Grants and Implementation Grants.

Action Plan Grant example activities

Communities can use Action Plan Grants to develop or complete an Action Plan or to conduct supplemental planning activities.

Below are illustrative examples of activities that could directly assist in the process of developing or updating an Action Plan by conducting outreach, data collection, analysis, and other related tasks:

- **Leadership commitment and goal setting** that includes a goal timeline for eliminating roadway fatalities and serious injuries.
- **Planning structure** through a committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.
- **Safety analysis** of the existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region.
- **Engagement and collaboration** with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback.
- **Equity** considerations developed through a plan using inclusive and representative processes.
- **Policy and process changes** that assess the current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize transportation safety.
- **Strategy and project selections** that identify a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan.
- **Progress and transparency methods** that measure progress over time after an Action Plan is developed or updated, including outcome data.

Supplemental planning example activities (must have an eligible Action Plan in place)

Supplemental Action Plan activities that support or enhance an existing Action Plan could include, but are not limited to:

- Additional analysis
- Expanded data collection and evaluation using integrated data
- Testing Action Plan concepts before project and strategy implementation
- Feasibility studies using quick-build strategies that inform permanent projects in the future (e.g., paint, plastic bollards)
- Follow-up stakeholder engagement and collaboration
- Targeted equity assessments
- Progress report development
- Complementary planning efforts such as speed management plans, accessibility and transition plans, racial and health equity plans, and lighting management plans

Implementation Grant example activities

Below are illustrative examples of activities that could be conducted as part of an Implementation Grant. This list is not intended to be exhaustive in nature and could include infrastructure, behavioral, and operational safety activities identified in an Action Plan:

- **Applying low-cost roadway safety treatments** system-wide, such as left- and right-turn lanes at intersections, centerline and shoulder rumble strips, wider edge lines, high-friction surface treatments, road diets, and better signage along high-crash urban and rural corridors.
- **Identifying and correcting common risks** across a network, such as improving pedestrian crosswalks by adding high-visibility pavement markings, lighting, and signage at transit stops, in a designated neighborhood, or along a busy public transportation route.
- **Transforming a roadway corridor** on a High-Injury Network into a Complete Street with safety improvements to control speed, separate users, and improve visibility, along with other measures that improve safety for all users.
- **Installing pedestrian safety enhancements and closing network gaps** with sidewalks, rectangular rapid-flashing beacons, signal improvements, and audible pedestrian signals for people walking, rolling, or using mobility assisted devices.
- **Working with community members in an identified problem area** to carry out quick-build street design changes informed by outreach and user input.
- **Supporting the development of bikeway networks** with bicycle lanes for different roadway volumes and speeds that are safe for people of all ages and abilities.

- **Carrying out speed management strategies** such as implementing traffic calming road design changes, addressing speed along key corridors through infrastructure, conducting education and outreach, setting appropriate speed limits, and making strategic use of speed safety cameras.
- **Creating safe routes to school and public transit services** through multiple activities that lead to people safely walking, biking, and rolling in underserved communities.
- **Promoting the adoption of innovative technologies or strategies to promote safety** and protect vulnerable road users in high-traffic areas where commercial motor vehicles (CMVs), pedestrians, bicyclists, motorcyclists, etc. interact.
- **Conducting education campaigns to accompany new or innovative infrastructure**, such as roundabouts, pedestrian hybrid beacons, or pedestrian-only zones.
- **Implementing standard and novel data collection and analysis technologies and strategies** to better understand vulnerable road user (pedestrian/bicycle/transit rider) network gaps and to collect exposure data.
- **Deploying advanced transportation technologies**, such as the installation of connected intersection-based safety solutions and vehicle-to-infrastructure (V2I) advisory speed limit systems (e.g., Intelligent Speed Assistance [ISA]).
- **Combating roadway departure crashes** through enhanced delineation, shoulder widening, rumble strips, and roadside safety improvements.
- **Evaluating and improving the safety of intersections** by considering innovative design changes, improved delineation, and advanced warning.
- **Improving first responder services** with improved crash data collection, formalizing street names and addressing, and enhancing emergency vehicle warning systems.
- **Unifying and integrating safety data across jurisdictions** where local agencies share their crash, roadway inventory, and traffic volume data to create an analytic data resource.

Email Updates

To sign up for updates, please enter your contact information below.

★Email Address

Submit

Last updated: Wednesday, May 25, 2022

U.S. DEPARTMENT OF TRANSPORTATION
1200 New Jersey Avenue, SE
Washington, DC 20590
855-368-4200



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- [Office of the Assistant Secretary for Research and Technology](#)
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- [Volpe Center](#)
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Michael Rizzitiello

From: George Bennett <George.Bennett@wallawalla.edu>
Sent: Friday, June 17, 2022 9:54 AM
To: Michael Rizzitiello; John McVay; Jodi Wagner; David Lopez; Steve Rose; 'Meghan DeBolt'; 'Emily Brown'
Cc: Prakash Ramoutar
Subject: RE: Grant Opportunity - Assistance Needed - New Federal Safe STreets and Roads Grant Program

STOP and VERIFY - This message came from **outside** of the City of College Place.

Good morning Michael-

Thank you for your work on pursuing funds for enhancing our great city!

We are currently in transition with Steve moving on to other opportunities and his replacement, Prakash Ramoutar, not yet fully in place until July 1st although is already getting acclimatized to his position.

WWU supports the general concepts and moving forward with seeking the grant funding. We would, as we have in the past, be open to giving easements or donating specific right-of-way that adds to the grant matching needs and supports the projects.

We will need to discuss the one area on the west side of SE Ash as it relates to bike lane use, parking and general access needs to the adjacent buildings.

We look forward to the possible enhancements and working with you as we are committed to our community.

GB

George Bennett
Director, Facility Services
Walla Walla University
204 S College Ave
College Place WA 99324
509-527-2925
509-527-2092 (office/msg)

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From: Michael Rizzitiello <MRizzitiello@cpwa.us>
Sent: Friday, June 10, 2022 9:10 AM
To: John McVay <John.McVay@wallawalla.edu>; Jodi Wagner <Jodi.Wagner@wallawalla.edu>; David Lopez <David.Lopez@wallawalla.edu>; Steve Rose <Steve.Rose@wallawalla.edu>; George Bennett <George.Bennett@wallawalla.edu>; 'Meghan DeBolt' <Meghan.DeBolt@sharecare.com>; 'Emily Brown' <Emily.Brown@sharecare.com>
Subject: Grant Opportunity - Assistance Needed - New Federal Safe STreets and Roads Grant Program
Importance: High

CAUTION: This email originated from outside the Walla Walla University email system.

Good Morning,

I was recently made aware the Federal Department of Transportation has a new Safe Street and Road Grant Program. To qualify for it you must have an action plan. Luckily we do now since Blue Zones and our Engineering Intern put together the Local Road Safety Plan. Within that plan a lot of accidents were within the Whitman, Davis, and Ash corridors. Information on this new grant program is here: <https://www.transportation.gov/grants/SS4A> I am thinking this could be the opportunity to really step up Complete Streets and the safety/aesthetics of the general area around campus (this grant is only eligible for Federally classified roads like Whitman, Fourth, Ash, Davis, Academy). Local roads like SW 1st, 2nd, and 3rd would not qualify. I am thinking the following:

- Fourth Street (From Dairy Express to Ash)
 - Continue cycle track on south side from where it terminates just west of Dairy Express to Ash
 - Continue pedestrian lamps between College and Ash (Likely two lights)
 - Likely overlay from Dairy Express to Ash because that part of the road is cracking bad.
- SE Ash (Whitman to Fourth)
 - Overlay Roadway
 - Maybe cycle track on west side of roadway or at least sharrows
 - Keep Parking on East side
 - Pedestrian Streetlamps every 180 feet on west side (Likely seven lights)
 - Fix ADA sidewalk ramps (sidewalks are good)
- Whitman Drive
 - Install multiuse path where gap exists in network between Academy Way and Davis
 - Install pedestrian streetlamps on south side of roadway every 180 feet from Academy Way to Adams where lighting picks back up. (Likely 13 lights)
- SW Davis (Whitman to Fourth)
 - Overlay roadway (Pavement isn't in great condition)
 - Pedestrian streetlamps every 180 feet on east side of roadway (Likely seven lights)
- SW Academy Way (Whitman to Fourth)
 - Pedestrian streetlamps every 180 feet on west side of roadway. (Likely seven lights)

A map I made of these general concepts is located here: <https://arcg.is/1XDii8>

So, couple things I would need from you all?

- A. Would you generally be supportive of these concepts and us going after this new grant (They are doing calls of up to \$50 million grant per project).
- B. Doing such a project would likely require the University to donate us some right-of-way or at least an easement so we could put in the wiring and pedestrian streetlamps. Such donations would likely be required on: SE Ash (back of curb west side), SE 4th (College to Ash) back of curb south side, Whitman (back of curb south side).

Please let me know. The deadline for the grant applications is September 15th. If we are going to pursue this I would at least want to start putting together the application in July but will only do so if there is general support for it. I see this as an opportunity to get someone else to pay for our streetlighting and bike/ped infrastructure. Thanks.

Sincerely,
Mike Rizzitiello
City Administrator
City of College Place
625 S. College Ave
College Place, WA, 99324

Office Direct: 509-394-8506
Cell: 509-520-9091

NOTICE: All emails, and attachments, sent to and from the City of College Place are public records and may be subject to disclosure pursuant to the Washington State Public Records Act (RCW 42.56)

City of College Place

Resolution No. 22-068

A RESOLUTION ADOPTING A VISION ZERO INITIATIVE WITH THE GOAL OF ELIMINATING ALL TRAFFIC FATALITIES AND SERIOUS INJURY COLLISIONS IN THE CITY OF COLLEGE PLACE BY 2032.

WHEREAS, the “Vision Zero” initiative was first established in Sweden in the 1990s as a set of traffic management policies with the goal of eliminating traffic-related deaths and severe injuries; and

WHEREAS, the guiding principles of “Vision Zero” include that deaths and injuries caused by traffic crashes should be treated as a public health problem which can be eliminated through planning for the safety of all rather than as an inevitable by-product of the vehicle-based transportation system; and

WHEREAS, the City of College Place is dedicated to the safety, health and well-being of all community members; and

WHEREAS, in 2021 the College Place City Council adopted a Local Road Safety Plan that identifies countermeasures to be implemented at locations throughout the city that have a history of traffic crashes and prioritizes those locations with a history of crashes that resulted in death or injury and/or those that involved bicyclists or pedestrians; and

WHEREAS, measures to make College Place’s streets safer for all road users, particularly those who are most physically vulnerable, will further empower people to walk, bike and take transit, enhancing our community’s culture of well-being and safety; and

WHEREAS, between 2013 and July 2022 there have been crashes resulting in three deaths, six serious injuries and 32 minor injuries within the City of College Place; and

WHEREAS, the City of College Place finds that the only acceptable number of fatalities and serious injuries resulting from traffic crashes is zero; and

WHEREAS, children, the elderly, people of color, and people in low-income communities face a disproportionate risk of traffic injuries and fatalities; and

WHEREAS, a commitment to Vision Zero will also create opportunities to invite meaningful community engagement, including with communities that historically have been underserved, as well as collaboration between relevant governmental agencies; and

WHEREAS, more needs to be done to eliminate traffic crashes within the City and it is clear that College Place would benefit from formally adopting its own Vision Zero Initiative based on the following five fundamental principles shared by the Vision Zero Network:

1. Deaths and severe injuries caused by traffic crashes are preventable;
2. Human life and health should be prioritized in all transportation systems and in all aspects of transportation planning;
3. Human error is inevitable and transportation systems should be forgiving;

4. Transportation planning should focus on systems-level changes above influencing individual behavior; and

5. Speed is the single most important factor in crash severity.

NOW THEREFORE, the City of Council of the City of College Place, Washington, hereby resolves as follows:

Section 1: The City of College Place is committed to and formally adopts the goal of eliminating traffic deaths and serious injuries on College Place roadways by 2032 and endorses Vision Zero as a comprehensive and holistic approach to achieving this goal.

Section 2: The City of College Place is committed to meaningful collaboration with the City of Walla Walla and Walla Walla County through the Traffic Safety Coalition which seeks to design and implement county-wide programs that promote safe driving through community efforts and partnerships.

Section 3: The City of College Place is committed to the implementation of traffic safety countermeasures as featured in the Local Road Safety Plan and will aggressively pursue any and all funding available to the City to implement these improvements with a priority on locations with a history of traffic crash resulting in fatality or serious injury.

Section 4: Through policies such as Complete Streets and city planning documents such as the 2018 Comprehensive Plan and Transportation Element, the City of College Place will continue to align local planning and engineering standards with national best practices for ensuring safe streets for all community members.

Section 5: The City of College Place is committed to pursuing opportunities for meaningful community engagement with all community members, and to enhancing community engagement with communities that historically have been underserved.

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 13th day of September, 2022.

Attest:

Norma L. Hernández, Mayor

Sherri St. Clair, City Clerk

RESOLUTION NO. 2022-98

A RESOLUTION ESTABLISHING A VISION ZERO POLICY TO WORK TOWARDS ZERO TRAFFIC DEATHS AND SEVERE INJURIES

WHEREAS, Traffic safety impacts our families, community, neighborhoods, health and livability; and

WHEREAS, The National Highway Traffic Safety Administration projects that an estimated 42,915 people died in motor vehicle traffic crashes in 2021, a 10.5% increase from the 38,824 fatalities in 2020; and

WHEREAS, the City's adopted 2018 Comprehensive Plan includes goals towards improving safety for walking, biking, transit, motor vehicles, and freight at high collision locations identified through data-driven safety analysis; and

WHEREAS, Vision Zero is a safety strategy to reduce and eventually eliminate traffic deaths and serious injuries using a data-driven, multi-disciplinary, and safe systems approach that increases safe, healthy, and equitable mobility for all; and

WHEREAS, Vision Zero recognizes that while human error will always occur, a combination of engineering, education, and enforcement measures can reduce collisions and prevent collisions from causing death or severe injuries; and

WHEREAS, the Walla Walla City Council has considered this matter during a regularly and duly called public meeting of said Council, has given said matter careful review and consideration, and finds that good government and the best interests of the City of Walla Walla will be served by passage of this resolution,

NOW THEREFORE, the City Council of the City of Walla Walla resolves as follows:

Section 1: The Council hereby directs the City Manager to prepare a Comprehensive Safety Action Plan with the overriding goal of eliminating fatalities and serious injuries among all system users.

Section 2: The City adopts a Vision Zero goal that by the year 2032 there are no serious injuries or deaths caused by traffic crashes involving any mode of transportation.

Section 3: For City Staff to apply for grant funding to support infrastructure improvements/projects identified in the plan.

Section 4: For City staff to monitor and periodically report on progress toward the Vision Zero goal.

PASSED by the City Council of the City of Walla Walla, Washington, August 24, 2022.

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

year	fatality	serious injury	minor injury
2013	0	0	5
2014	1	1	4
2015	1	0	2
2016	0	0	3
2017	0	0	5
2018	0	2	2
2019	0	1	1
2020	0	1	5
2021	0	1	4
2022	1	0	1
TOTAL	3	6	32



August 11, 2022

Robert McAndrews
City of College Place
625 S. College Avenue
College Place, WA 99324

Dear Mr. McAndrews:

I hope this letter finds you in good health and spirits. It is time for the contractual rate adjustment based on the (Consumer Price Index) CPI. This year's rate adjustment will also incorporate a Sudbury Landfill Tip Fee increase. Please consider this letter as a request for a meeting to discuss the proposed adjustments scheduled for January 1, 2023.

The contract specifies a CPI adjustment of rates, based on 80% of All Urban Consumers CPI, West Size Class B/C, All Items, Base 1996=100. We are utilizing June data. The 12-month percentage change is 8.5%; the adjustment factor is 6.8% ($8.5\% \times .80 = 6.8\%$) to be applied to all the rates defined in the contract.

The second portion of the year's rate adjustment comes from increased disposal expenses (Walla Walla City ordinance, resolution 2017-52). Effective January 1, 2023, Tip Fees will increase 3.02% over the previous year.

The average rate change due to the CPI and Tip Fee increase is 5.3%.

I am enclosing a copy of the proposed Exhibit C Rate Schedule along with a copy of the CPI sheet.

We are most willing to meet with you for conversation on the topic of the upcoming rate adjustment and are willing to address any other solid waste issues. Thank you for your attention in this matter, and please feel free to contact me at 509-544-7709, should you have any questions.

Basin Disposal of Walla Walla is appreciative of the opportunity to provide services to the City of College Place.

Sincerely,

A handwritten signature in black ink, appearing to read "F. Alcala".

Francisco Alcala
Sr. Financial Analyst
Basin Disposal of Walla Walla

CC Norma Hernandez
Mike Rizzitiello

**U.S. BUREAU OF LABOR STATISTICS**

Databases, Tables & Calculators by Subject

Change Output Options:From: 2012 ▼ To: 2022 ▼ ☐ include graphs ☐ include annual averages[More Formatting Options](#) ➔

Data extracted on: July 14, 2022 (12:38:40 PM)

CPI for All Urban Consumers (CPI-U)**Series Id:** CUURN400SA0

Not Seasonally Adjusted

Series Title: All items in West - Size Class B/C, all urban consumers, not seasonally adjusted**Area:** West - Size Class B/C**Item:** All items**Base Period:** DECEMBER 1996=100**Download:**  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	138.465	138.997	140.235	140.619	140.834	140.375	139.645	139.971	140.600	140.847	140.287	139.768	140.054	139.921	140.186
2013	139.865	141.072	141.573	141.788	141.838	141.805	141.940	142.228	142.277	141.954	141.736	141.751	141.652	141.324	141.981
2014	141.998	142.120	142.813	143.077	144.253	144.522	144.435	144.317	144.506	144.214	143.398	142.669	143.527	143.130	143.923
2015	142.022	143.005	143.887	144.426	145.346	145.198	144.917	144.752	144.507	144.379	143.595	143.398	144.119	143.981	144.258
2016	143.932	144.128	144.264	145.128	145.942	145.866	145.850	145.829	146.130	146.328	146.004	145.918	145.443	144.877	146.010
2017	146.469	147.451	147.880	148.496	148.789	148.792	148.691	149.255	149.954	150.336	150.003	149.920	148.836	147.980	149.693
2018	150.564	151.200	151.702	152.350	153.201	153.546	153.464	153.797	154.158	154.729	154.625	154.228	153.130	152.094	154.167
2019	154.328	154.671	155.178	156.523	157.488	157.564	157.465	157.654	157.738	158.635	158.482	158.496	157.019	155.959	158.078
2020	158.599	159.183	159.129	158.824	158.301	158.857	159.752	160.528	160.846	161.141	161.069	160.840	159.756	158.816	160.696
2021	161.199	162.042	163.257	165.088	166.813	168.425	169.267	169.477	169.977	171.226	172.214	172.722	167.642	164.471	170.814
2022	174.269	175.890	178.019	179.339	180.810	182.790								178.520	

12-Month Percent Change**Series Id:** CUURN400SA0

Not Seasonally Adjusted

Series Title: All items in West - Size Class B/C, all urban consumers, not seasonally adjusted**Area:** West - Size Class B/C**Item:** All items**Base Period:** DECEMBER 1996=100**Download:**  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	2.6	2.3	2.2	1.8	1.6	1.5	1.1	1.3	1.5	1.6	1.4	1.3	1.7	2.0	1.3
2013	1.0	1.5	1.0	0.8	0.7	1.0	1.6	1.6	1.2	0.8	1.0	1.4	1.1	1.0	1.3
2014	1.5	0.7	0.9	0.9	1.7	1.9	1.8	1.5	1.6	1.6	1.2	0.6	1.3	1.3	1.4
2015	0.0	0.6	0.8	0.9	0.8	0.5	0.3	0.3	0.0	0.1	0.1	0.5	0.4	0.6	0.2
2016	1.3	0.8	0.3	0.5	0.4	0.5	0.6	0.7	1.1	1.3	1.7	1.8	0.9	0.6	1.2
2017	1.8	2.3	2.5	2.3	2.0	2.0	1.9	2.3	2.6	2.7	2.7	2.7	2.3	2.1	2.5
2018	2.8	2.5	2.6	2.6	3.0	3.2	3.2	3.0	2.8	2.9	3.1	2.9	2.9	2.8	3.0
2019	2.5	2.3	2.3	2.7	2.8	2.6	2.6	2.5	2.3	2.5	2.5	2.8	2.5	2.5	2.5
2020	2.8	2.9	2.5	1.5	0.5	0.8	1.5	1.8	2.0	1.6	1.6	1.5	1.7	1.8	1.7
2021	1.6	1.8	2.6	3.9	5.4	6.0	6.0	5.6	5.7	6.3	6.9	7.4	4.9	3.6	6.3
2022	8.1	8.5	9.0	8.6	8.4	8.5								8.5	

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EXHIBIT C

RATE SCHEDULE

EFFECTIVE DATES

01/01/2023 through 12/31/2023

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Item 5 – Application of Rates – Taxes

Taxing Entity	Tax Description	Amount of Tax	Application (Commodities)
City of College Place ¹	College Place Utility Tax	10%	Applicable Customers – Revenue
State of Washington ²	WA Solid Waste Tax	3.6%	Applicable Customers – Revenue

Notes:

- 1) The City of College Place Utility Tax of 10% will be applied as a line item to the rates defined within this Exhibit C.
- 2) The Washington State Solid Waste Tax will be applied as a line item to the rates defined within this Exhibit C.

Item 40 – Material Requiring Special Equipment, Precautions, or Disposal

Transportation of solid waste requiring special equipment or precautions in handling or disposal will be subject to Time Rates named in [Item 160 – Time Rates](#), or to other specific rates contained in this Exhibit C.

Contractor will make every effort to be aware of the commodities that require special handling at the disposal sites. The Contractor shall maintain a list of those commodities and make it available for public inspection at the Contractor's office.

Item 45 – Material Requiring Special Testing and/or Analysis

When the Contractor or disposal facility determines testing and/or analysis of solid waste is required to determine whether dangerous or prohibited substances are present, the actual cost for such testing and/or analysis will be paid by the Customer. At the Contractor's election, they may help provide the Customer with testing and/or analysis of the dangerous or prohibited substance. If the Contractor elects to help with the testing and analysis, these costs will be passed through to the Customer.

Item 50 – Returned Check Charges

If a Customer pays with a check and the Customer's bank refuses to honor that check, the Customer will be assessed a returned check charge in the amount of \$16.96.

Item 51 – Restart Fees

A restart fee will be assessed on all Customers whose service is discontinued for non-payment and who subsequently reinstate service.

Type of Container	Redelivery Component	Restart Fee Component	Total Restart Fee
Cart: A restart fee will be assessed to Cart Customers whose service is suspended with Cart removed for non-payment ¹	\$8.91	\$10.20	\$19.11
Container: A restart fee will be assessed to Container Customers whose service is suspended with the Container removed for non-payment ¹	\$10.67	\$10.20	\$20.87
Drop Box Container: A restart fee will be assessed to Drop Box Container Customers whose service is suspended with the Drop Box Container removed for non-payment ¹	\$53.06	\$10.20	\$63.26
Drop Box Compactor: A restart fee will be assessed to Drop Box Compactor Customers whose service is suspended for non-payment ²	N/A	\$10.20	\$10.20

Notes:

- 1) Restart fee includes cost of delivery.
- 2) Restart fee excludes the cost of delivery for both Drop Box Compactor Containers and small Container Compactors.

Item 53 – Customer Prepayments

A prepayment will be assessed to all first time (new) Residential Customers if included on this Exhibit C. The prepayment will be applied to the Customer's account in the event of non-payment, after one year of service, or be returned to the Customer upon termination of the residential service. See [Item 100 – Residential Monthly Rates](#).

A prepayment equal to the first month's cost of service will be assessed to all first time (new) Commercial Customers if included on this Exhibit C. The prepayment will be applied to the Customer's account in the event of non-payment, after one year of service, or be returned to the Customer upon termination of the commercial service. See [Item 240 – Container Service – Non-Compacted – Company-Owned](#) and [Item 255 – Container Service – Compacted – Customer-Owned](#).

A prepayment of \$250.00 will be assessed to first time (new) Drop Box Customers. The prepayment will be applied to the Customer's account in the event of non-payment, after one year of service, or be returned to the Customer upon termination of the Drop Box service. See [Item 260 – Drop Box Service – Non-Compacted – Company-Owned](#) and [Item 270 – Drop Box Service – Compacted – Customer-Owned](#).

A prepayment will be assessed for each temporary service at the time the Customer signs up for the temporary service. The prepayment will be applied to the Customer's account upon termination of the temporary service. See [Item 240 – Container Service – Non-Compacted – Company-Owned](#) and [Item 260 – Drop Box Service – Non-Compacted – Company-Owned](#).

Item 70 – Return Trips

When the Contractor is required to make a return trip that does not require the special dispatch of a truck, to pick up material that was unavailable for collection for reasons under the control of the Customer, or if the Customer requests to have a Cart, Container, or Drop Box Container moved or relocated, the following additional charges, per pickup, will apply:

Type of Container	Rate
Residential/Commercial Cart (64-Gallon and 96-Gallon) ¹	\$5.41
Detachable Container ¹	\$5.41
Drop Box Container ¹	\$53.06

Note:

- 1) Return trips requiring special dispatch of a truck are considered special pickups. See [Item 100 – Residential Monthly Rates](#), [Item 240 – Container Service – Non-Compacted – Company-Owned](#), [Item 255 – Container Service – Compacted – Customer-Owned](#), [Item 260 – Drop Box Service – Non-Compacted – Company-Owned](#), and [Item 270 – Drop Box Service – Compacted – Customer-Owned](#).

Item 80 – Carryout Service

The following additional charges will apply when Customers request that Contractor personnel provide carryout service for Carts and/or Units not placed at the curb, the alley, or other point where the Contractor's vehicle can be driven to within five feet of the Carts and/or Units using improved access roads commonly available for public use. Driveways are not considered improved access roads commonly available for public use.

Charge for Carryout Service ^{1, 2}	Rate Residential/Commercial Per Unit, Per Month (C)
Carts/Units that must be carried out over 10 feet but not over 20 feet	\$1.83
For each additional 20 feet, or fraction of 20 feet, add	\$1.83
Drive-ins on driveways of over 125 feet, but less than 250 feet	\$3.73

Notes:

- 1) For twice a week service take the rate and multiply by two.
- 2) Carryout service is provided to disabled Residential Customers free of charge.

Item 100 – Residential Monthly Rates

Number of Units or Type of Residential Carts	Frequency of Service	Garbage Service Rate	Recycle Service Rate	Green Waste Service Rate
(1) 32-Gallon Residential Cart (Grandfathered) Only ¹	WG	\$15.85	N/A	N/A
(1) 64-Gallon Residential Cart (Senior/Low Income) Only	WG	\$20.84	N/A	N/A
(1) 96-Gallon Residential Cart ¹	WG	\$24.59	N/A	N/A
(1) Multi Family/Duplex 96-Gallon Residential Cart ¹	WG	\$24.59	N/A	N/A
Each Additional 96-Gallon Residential Cart ¹	WG	\$3.42(N)	N/A	N/A
<i>Frequency of Service Codes: WG=Weekly Garbage; N/A=Service is not currently available.</i>				

Note:

- 1) Contractor's collection of solid waste placed outside of the 96-Gallon Residential Cart shall be at no additional cost unless the materials could reasonably have been placed in the Residential Cart. Each unit of solid waste not provided in this manner for collection shall be subject to the solid waste unit rates set forth in [Item 150 – Units, Loose, and/or Bulky Material](#).

Charges and Rates

Type of Charge	Rate
Prepayment ¹	N/A
Setup Fee ²	\$9.11
Restart Charge ³	\$19.11
Additional Pickup 64-Gallon ⁴ (Senior/Low Income/Disabled only)	\$4.81
Additional Pickup 96-Gallon ⁴	\$5.68
Special Pickup 64-Gallon ⁵ (Senior/Low Income)	\$10.22
Special Pickup 96-Gallon ⁵	\$11.09
Return Trip Charge ⁶	\$5.41
Returned Check Charge ⁷	\$16.96
Carryout Service ⁸ (per Cart, per month, up to 20 feet)	\$1.83
Replacement Cart Charge ⁹	\$75.28
Freon Discharge Fee (appliances containing freon) ¹⁰	\$61.20
Passenger Tire Charge ¹¹	Item 150
Passenger Tire with Rim Charge ¹¹	Item 150

Notes:

- 1) A prepayment charge will be assessed to a first time (new) Residential Customer if included on this Exhibit C. The prepayment will be applied to the Customer's account in the event of non-payment, after one year of service, or be returned to the Customer upon termination of the residential service. See [Item 53 – Customer Prepayments](#).
- 2) A setup fee will be assessed to all Residential Customers who request to start (new) service.
- 3) A restart charge of \$19.11 will be assessed on all Residential Customers whose service is discontinued for non-payment and who subsequently reinstate services. See [Item 51 – Restart Fees](#).
- 4) Contractor's collection of Solid Waste placed outside of the 96-gallon Residential Cart shall be at no additional cost unless the materials could reasonably have been placed in the Residential Cart. Each Unit of Solid Waste not provided in this manner for collection shall be subject to the Solid Waste Unit rates set forth on [Item 150 – Units, Loose, and/or Bulky Material](#).
- 5) A special pickup is the total of each additional pickup rate plus [Item 70 – Return Trips](#). Additional pickup is calculated by taking weekly service and dividing by 4.33.

- 6) If the Customer requests the Contractor to make a return trip due to no fault of Contractor, Contractor shall be permitted to charge the Customer a return trip charge. See [Item 70 – Return Trips](#).
- 7) If a Customer pays with a check and the Customer's bank refuses to honor that check, the Customer will be assessed a returned check charge. See [Item 50 – Returned Check Charges](#).
- 8) Additional charges will apply when Customers request that Contractor provide carryout services. See [Item 80 – Carryout Service](#).
- 9) If a particular Customer repeatedly damages a Residential Cart or requests more than one replacement Residential Cart during the term of the Contract due solely to that Customer's negligence or intentional misuse, the Contractor may charge the Customer a replacement cart charge. If Customer does not return the Residential Cart upon termination, or service is shut off for non-payment and they refuse to surrender the Residential Cart, a replacement cart charge will be charged.
- 10) If a Customer requests Contractor to pick up any appliance that contains freon, the Customer will be charged a freon discharge fee. See [Item 150 – Units, Loose, and/or Bulky Material](#).
- 11) A Residential Customer is entitled to have four passenger tires collected and disposed of from the Residential Customer's private automobile only. In the event Contractor believes that a Residential Customer is attempting to dispose of quantities of passenger tires more than what a typical Residential Customer would generate, Contractor shall require Customer to pay rates provisioned in [Item 150 – Units, Loose, and/or Bulky Material](#). Residential service does not include the collection and disposal of truck, semi or tractor tires.

[Item 150 – Units, Loose, and/or Bulky Material](#)

Description	Rate			Minimum Charge Per Pickup	
	Residential	Commercial	Rate Per	Residential	Commercial
Solid Waste Unit ^{1, 2}	\$3.16	\$3.16	unit	\$3.16	\$3.16
Bulky Materials ^{1, 3}	\$12.97	\$12.97	cubic yard	\$12.97	\$12.97
Computer hardware and televisions	\$0.00	\$47.80(N)	item	\$0.00	\$47.80(N)
Appliances without freon, furniture Items ⁴	\$0.00	\$12.97	item	N/A	\$12.97

Description	Rate			Minimum Charge Per Pickup	
	Residential	Commercial	Rate Per	Residential	Commercial
Freon Discharge Fee ⁴	\$61.20	\$61.20	item	\$61.20	\$61.20
Passenger Tires ⁵	\$7.00	\$7.00	item	\$7.00	\$7.00
Passenger Tires with Rims ⁵	\$10.50	\$10.50	item	\$10.50	\$10.50
Truck Tires	\$7.00	\$7.00	item	\$7.00	\$7.00
Truck Tires with Rims	\$10.50	\$10.50	item	\$10.50	\$10.50
Semi Tires	N/A	\$116.00	ton	N/A	\$116.00
Semi Tires with Rims	N/A	\$116.00	ton	N/A	\$116.00

Notes:

- 1) Solid waste units and bulky materials charges for Residential Customers only apply when items are not properly contained for collection as defined in the relevant section of the Agreement. See Notes 2 and 3 for definition of sizes and containment of solid waste units and bulky material.
- 2) A solid waste unit is defined in the Comprehensive Solid Waste Agreement, but generally means any individual receptacle, can, plastic bag, cart, box, carton, or other container that does not hold more than 32 gallons, or 4 cubic feet of solid waste, and which does not weight more than 65 pounds when filled.
- 3) Bulky material means bags, boxes, bundles; or empty carriers, cartons, crates, or materials offered for disposal all of which may be readily handled without shoveling (not loose, uncontained materials). Individual items shall not exceed two feet by two feet by five feet (2' x 2' x 5') in dimension, and not weigh more than 65 pounds.
- 4) Residential Customers may dispose of refrigerators, freezers, or other appliances containing freon with a fee sufficient to cover the Contractor's cost of properly abating the freon components pursuant to applicable law, or such appliances without a fee if they do not contain freon and the Residential Customer submits to the Contractor proper certification of professional evacuation of such freon components.
- 5) In the event Contractor believes that a Residential Customer is attempting to dispose of quantities of passenger tires more than what a typical Residential Customer would generate, Contractor shall require Customer to pay rates provisioned in [Item 150 – Units, Loose, and/or Bulky Material](#).

Item 160 – Time Rates

Type of Equipment ordered	Rate Per Hour		
	Truck and Driver	Each Extra Person	Minimum Charge
Single rear drive axle	\$124.10	\$53.40	Half Hour
Tandem rear drive axle	\$124.10	\$53.40	Half Hour

Applying Time Rates

Time Rates named in this item apply in the following situations:

- Material must be taken to a special site for disposal.
- Contractor's equipment must wait at, or return to, a Customer's site to provide scheduled service due to no disability, fault, or negligence on the part of the Contractor. Actual waiting time or time taken in returning to the site will be charged for.
- Customer orders a single, special, or emergency pickup, or when other items in this Exhibit C refer to [Item 160 – Time Rates](#).

Recording and Charging Rates

Time must be recorded and charged to the nearest increment of 15 minutes. Time rates apply for the period from the time the Contractor's vehicle leaves the terminal, until it returns to the terminal, or when it leaves its pre-scheduled route and drives towards the Customer's site, excluding interruptions. An interruption is a situation causing stoppage of service that is in the control of the company and not in the control of the Customer. Examples include work breaks, breakdown of equipment, and similar occurrences.

Additional Disposal Fees

Disposal site or facility use may apply additional fees as described in [Item 230 – Disposal Fees](#) in addition to time rates.

Item 200 – Application of Container and/or Drop Box Rates – General

Availability

Contractor must maintain a supply of all sizes of Containers and Drop Box Containers for which rates are listed in this Exhibit C. If a Customer requests a Container or Drop Box Container of a size listed in the Contractor's Exhibit C, and the Contractor is unable to provide the requested size within 7 days of the Customer request, the Customer must be notified in writing or by telephone.

Alternate-Sized Containers and/or Drop Box Containers

If the Contractor cannot provide the requested size Container or Drop Box Container (and that size is listed in this Exhibit C), the Contractor must provide alternate-sized Containers or Drop

Box Containers, sufficient to meet the capacity originally requested by the Customer, at the same rates as would have applied for the requested Container or Drop Box Container.

Disposal Fees for Alternate-Sized Drop Box Containers

If the Contractor provides alternate-sized Drop Box Containers, the Customer is responsible for all applicable disposal fees resulting from the use of the alternate Drop Box Containers.

Rates for Partially Filled Containers and/or Drop Box Containers

Full pickup and rental rates apply regardless of the amount of waste material in the Container or Drop Box Container at pick up time.

Rates for Compacted Materials

Rates for compacted material apply only when the material has been compacted before it is picked up by the Contractor.

Rates for Loose Material

Loose material dumped into the Contractor's packer truck is subject to the rates for non-compacted material even though the material may be compacted later in the packer truck.

Permanent and Temporary Service

The following rules apply:

- a) If a Customer requests a Container or Drop Box Container for less than 90 days, the Customer will be billed at temporary service rates.
- b) If a temporary service Customer notifies the Contractor that it has decided to retain the Container or Drop Box Container for more than 90 days, permanent service rates will be assessed from the 91st day until the end of the period the Customer retains the Container or Drop Box Container.
- c) If a Customer requests a Container or Drop Box Container for more than 90 days, the Customer will be billed under permanent rates. If that Customer cancels service before the end of the 90-day period, the Contractor may not rebill the Customer at temporary service rates. The intent of the Customer at the time service was requested applies.

Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers

Charges for Carts and Containers

The Contractor will assess roll-out charges where, due to circumstances outside of the control of the Contractor, the Contractor is required to move the Cart or Container more than ten (10) feet, but less than twenty (20) feet, to reach the truck.

The Contractor will assess a gate charge where the driver is required to unlock a container or locking bar, open and/or unlock an enclosure, or open a gate to access a Cart or Container.

Charge Type	Rate	Unit
Roll-Out Cart ¹	\$2.84	per Cart, per pickup
Roll-Out Container ¹	\$2.84	per Container, per pickup
Gate Charge ¹	\$2.84	per pickup

- 1) For weekly service take the rate and multiply by 4.33 to calculate monthly rate.

Item 207 – Excess Weight – Rejection of Load, Charges to Transport

Weight Limits

The Contractor reserves the right to reject pick up of any Container, Stationary Packer, or Drop Box Container which, upon reasonable inspection:

- 1) Appears to be overloaded.
- 2) Would cause applicable vehicle load limitations to be exceeded.
- 3) Would cause the company to violate load limitations or result in unsafe vehicle operation.
- 4) Would negatively impact or otherwise damage road surface integrity.
- 5) Contains anything that appears not to be Municipal Solid Waste (MSW) or could do damage to the vehicle.

For the purposes of this Exhibit C, the following maximum weights apply:

Type/Size of Container, Drop Box, or Cart	Maximum Weight Allowance per Receptacle (in pounds)
Carts – 64-Gallon	120 pounds
Carts – 96-Gallon	180 pounds
Detachable Containers – 1.5 to 8 cu yds	1,200 pounds
Drop Boxes – All Sizes	20,000 pounds

Transporting Overfilled or Overweight Cart, Container, or Drop Box

If the Cart, Container, or Drop Box Container exceeds the limits stated above, is filled beyond the marked fill line, or the top is unable to be closed, but the Contractor transports the materials, the following additional charges will apply.

Type/Size of Container, Drop Box, or Cart	Charge	Unit
Carts – All Sizes	\$4.25	per pickup
Detachable Containers – 1.5 to 8 cu yds	\$12.97	per yard
Drop Box Containers – All Sizes ¹	\$26.70	per haul (C)

Note:

- 1) If a Drop Box Container is hauled and the weight exceeds the legal limit identified in [Item 207 – Excess Weight – Rejection of Load, Charges to Transport](#), the Contractor will assess an additional charge per haul for all hauls over the limit (C). See [Item 230 – Disposal Fees](#).

[Item 210 – Washing and Sanitizing Carts, Containers, and Drop Boxes](#)

Upon Customer request, the Contractor will provide washing and sanitizing service at the following rates:

Size or Type of Container or Drop Box	Delivery Fee Component	Steam Clean Component	Total Steam Clean Charge
Steam Cleaning – Residential Cart ²	Item 100	Item 100	Item 100
Steam Cleaning – Detachable Container ¹	\$10.67	\$66.28	\$76.95
Steam Cleaning – Drop Box ¹	\$53.06	\$107.12	\$160.18

Note:

- 1) At Customer request, Contractor shall clean Detachable Containers and Drop Box Containers at no additional cost, not more often than once per year. If Customer requests to have Detachable Container or Drop Box Container cleaned more often than once per year, [Item 210 – Washing and Sanitizing Carts, Containers, and Drop Boxes](#) rates will apply. The rate for washing and sanitizing Detachable Containers and Drop Box Containers includes the fee for delivering the newly cleaned Detachable Container or Drop Box Container back to the Customer's location.
- 2) See special pick up [Item 100 – Residential Monthly Rates](#).

[Item 230 – Disposal Fees](#)

Charges herein apply when other items in this Exhibit C specifically refer to this [Item 230 – Disposal Fees](#).

Type of Material	Disposal Fee
Municipal Solid Waste ¹	\$102.20
Green Waste ²	N/A
Commingled Recycle ²	N/A

Notes:

- 1) Disposal fees for MSW apply to [Item 207 – Excess Weight – Rejection of Load, Charges to Transport](#), [Item 260 – Drop Box Service – Non-Compacted – Company-Owned](#), [Item 270 – Drop Box Service – Compacted – Customer-Owned](#), and possibly [Item 150 – Units, Loose, and/or Bulky Material](#), if the material can reasonably be weighed.
- 2) Disposal fees for Green Waste and Commingled Recycle materials are only applicable if specifically authorized by the Agreement. During the effective dates of this Exhibit C, disposal fees for green waste and commingled recycle are not authorized by the Agreement.

[Item 240 – Container Service – Non-Compacted – Company-Owned](#)

Non-Compacted Company-Owned Commercial Cart

Permanent Service Rates for the City of College Place

Permanent Service ^{1, 2, 3}	64-Gallon Cart	96-Gallon Cart	300-Gallon Container (C)
Pickup - one time per week	N/A	\$23.95	\$141.59
Pickup - two times per week	N/A	N/A	\$283.18
Special Pickups ⁴	N/A	\$10.94	\$38.11
Additional Pickup ⁴	N/A	\$5.53	\$32.70
Return Trip Charge ⁵	N/A	\$5.41	\$5.41
Restart Charge ⁶	N/A	\$19.11	\$19.11
Prepayment ³	N/A	N/A	N/A

Temporary Service Rates

Temporary Service	64-Gallon Cart	96-Gallon Cart	300-Gallon Cart
Delivery	N/A	\$8.91	\$10.67

Temporary Service	64-Gallon Cart	96-Gallon Cart	300-Gallon Cart
Per Pick Up Rate	N/A	\$10.87	\$47.16
Rent Per Calendar Day	N/A	\$1.71	\$5.15
Prepayment ⁸	N/A	\$125.00	\$125.00

Accessorial Charges

Accessorial charges include charges for lids, unlocking cart, unlatching cart, etc.

- a) A gate charge will be assessed on each pickup where the driver is required to unlock a container, locking bar, enclosure or open a gate to access a Cart or Container. See [Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers](#).
- b) Additional charges will apply when a Customer requests that Contractor provide Carryout Service. See [Item 80 – Carryout Service](#).

Notes:

- 1) Rates are stated per Commercial Cart, per month.
- 2) Permanent service is defined as no less than scheduled, every week pickup. Customer will be charged for service requested, even if fewer Containers are serviced on a particular trip. No credit will be given for partially filled Containers.
- 3) Permanent Service: A prepayment will be assessed to all first time (new) Commercial Customers if included on this Exhibit C. The prepayment will be applied to the Customer's account in the event of non-payment, after one year of service, or be returned to the Customer upon termination of the commercial service.
- 4) A Special Pickup requires the special dispatch of a truck and is the total of each Additional Pickup rate plus a Return Trip charge. See [Item 70 – Return Trips](#). Additional pickup is calculated by taking weekly service rate and dividing by 4.33.
- 5) If the Customer requests the Contractor to make a Return Trip due to no fault of Contractor, the Return Trip charge shall apply. See [Item 70 – Return Trips](#).
- 6) Restart subject to [Item 51 – Restart Fees](#).
- 7) Additional charges will apply when a Customer requests that Contractor provide carry-out services. See [Item 80 – Carryout Service](#).
- 8) A prepayment will be assessed to all Customers requesting temporary service carts.
- 9) Temporary service shall apply for all service requests that do not exceed ninety (90) consecutive days in any calendar year. If the Customer requires a Cart for a longer period, the Contractor may require the Customer to select the appropriate commercial service plan.
- 10) The prepayment will be applied to the Customer's account upon termination of the temporary service as a credit against amounts owed to the Contractor.

- 11) If a Customer requests Contractor to pick up any appliance that contains freon, the Customer will be charged a freon discharge fee. See [Item 150 – Units, Loose, and/or Bulky Material](#).

Non-Compacted Company-Owned Commercial Container

Non-compacted material rates are stated per Commercial Container per month within the city of College Place.

Permanent Service Rates

Permanent Service ^{1,2}	Size or Type of Container						
	1.5 Yard	2 Yard	3 Yard	4 Yard	5 Yard	6 Yard	8 Yard
Pickup - One Time per Week	\$141.59	\$177.45	\$240.84	\$317.17	\$373.10	\$456.35	\$661.26
Pickup - Two Times per Week	\$283.18	\$354.90	\$481.68	\$634.34	\$746.20	\$912.70	\$1,322.52
Pickup - Three Times per Week	\$424.77	\$532.35	\$722.52	\$951.51	\$1,119.30	\$1,369.05	\$1,983.78
Pickup – Four Times per Week	\$566.36	\$709.80	\$963.36	\$1,268.68	\$1,492.40	\$1,825.40	\$2,645.04
Pickup – Five Times per Week	\$707.95	\$887.25	\$1,204.20	\$1,585.85	\$1,865.50	\$2,281.75	\$3,306.30

Special Pickup Rates

Service	Size or Type of Container						
	1.5 Yard	2 Yard	3 Yard	4 Yard	5 Yard	6 Yard	8 Yard
Special Pickups ⁴	\$38.11	\$46.39	\$61.03	\$78.66	\$91.58	\$110.80	\$158.13
Return Trip Charge	\$5.41	\$5.41	\$5.41	\$5.41	\$5.41	\$5.41	\$5.41
Additional Pickup	\$32.70	\$40.98	\$55.62	\$73.25	\$86.17	\$105.39	\$152.72
Restart Charge ⁵	\$20.87	\$20.87	\$20.87	\$20.87	\$20.87	\$20.87	\$20.87

Temporary Service Rates

Temporary Service	Size or Type of Container					
	1.5 Yard	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
Delivery	\$10.67	\$10.67	\$10.67	\$10.67	\$10.67	\$10.67
Pickup Rate	\$47.16	\$58.96	\$80.24	\$105.81	\$152.11	\$182.63
Rent Per Calendar Day	\$5.15	\$5.15	\$5.15	\$5.15	\$5.15	\$5.15
Prepayment ³	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00

Accessorial Charges

Accessorial charges include charges for lids, unlocking cart, unlatching cart, etc.

- a) A gate charge will be assessed on each pick-up where the driver is required to unlock a container, locking bar, enclosure or open a gate to access a Cart or Container. See [Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers](#).
- b) A return trip charge will be assessed when the Contractor is required to make a return trip that does not require the special dispatch of a truck, to pick up a Cart, Container, or solid waste material or unit(s) that was unavailable for collection for reasons under the control of the Customer. See [Item 70 – Return Trips](#).
- c) If Customer requires a Locking Container, a one-time fee of \$106.33 will be assessed.

Notes:

- 1) Permanent service is defined as no less than scheduled, every week pickup. Customer will be charged for service requested, even if fewer containers are serviced on a particular trip. No credit will be given for partially filled containers.
- 2) A prepayment is equal to the first month's cost of service and will be assessed to all first time (new) Commercial Customers if included on this Exhibit C. The prepayment will be applied to the Customer's account in the event of non-payment, after one year of service, or be returned to the Customer upon termination of the Commercial Service. See [Item 240 – Container Service – Non-Compacted – Company-Owned](#) and [Item 255 – Container Service – Compacted – Customer-Owned](#).
- 3) A prepayment will be assessed to all Commercial Customers requesting temporary service Containers. The Prepayment will be applied to the Commercial Customer's account upon termination of the temporary service as a credit against amounts owed to the Contractor.
- 4) The special pickup rate is the total of each additional pickup rate plus return trip fee. See [Item 70 – Return Trips](#)
- 5) Restart subject to [Item 51 – Restart Fees](#).

- 6) If a Customer requests Contractor to pick up any appliance that contains freon, the Customer will be charged a freon discharge fee. See [Item 150 – Units, Loose, and/or Bulky Material](#).

Item 255 – Container Service – Compacted – Customer-Owned

Compacted Material Rates are stated per Detachable Container, per month within the City of College Place.

Permanent Service Rates

Permanent Service ¹	Size or Type of Container				
	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
Pickup – One Time per Week	N/A	N/A	\$826.12 (N)	N/A	N/A
Pickup – Two Times per Week	N/A	N/A	\$1,652.24	N/A	N/A
Special Pickups ²	N/A	N/A	\$196.20	N/A	N/A
Additional Pickup	N/A	N/A	\$190.79	N/A	N/A
Return Trip Charge	N/A	N/A	\$5.41	N/A	N/A
Restart Charge ³	N/A	N/A	\$10.20	N/A	N/A

Accessorial Charges

Accessorial charges include charges for lids, unlocking cart, unlatching cart, etc.

- A gate charge will be assessed on each pickup where the driver is required to unlock a container, locking bar, enclosure or open a gate to access a Cart or Container. See [Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers](#).
- A return trip charge will be assessed when the company driver is required to make a return trip that does not require the special dispatch of a truck, to pick up a Cart or material that was unavailable for collection for reasons under the control of the Customer. See [Item 70 – Return Trips](#).
- A disconnect/reconnect fee of \$2.84 per pickup will be assessed when Containers are attached to a compactor that requires disconnecting or reconnecting.

Notes:

- Permanent service is defined as no less than scheduled, every week pickup. Customer will be charged for service requested, even if fewer containers are serviced on a particular trip. No credit will be given for partially filled containers.

- 2) Special pickup is the total of each additional pickup rate plus [Item 70 – Return Trips](#).
- 3) Service restart subject restart fees. See [Item 51 – Restart Fees](#).
- 4) If a Customer requests Contractor to pick up any appliance that contains freon, the Customer will be charged a freon discharge fee. See [Item 150 – Units, Loose, and/or Bulky Material](#).

[Item 260 – Drop Box Service – Non-Compacted – Company-Owned](#)

Non-Compacted Material Rates are stated per Drop Box, per pick-up. ¹

[Permanent Service Rates for City of College Place](#)

Permanent Service ²	Size or Type of Container				
	11 and 15 Yard	20 Yard	30 Yard	40 Yard	50 Yard
Delivery Charge	\$0.00	\$0.00	\$0.00	N/A	N/A
Haul Charge	\$85.71	\$148.54	\$163.47	N/A	N/A
Trip Charge	\$53.06	\$53.06	\$53.06	N/A	N/A
Restart fee ⁵	\$63.26	\$63.26	\$63.26	N/A	N/A
Prepayment ⁷	\$250.00	\$250.00	\$250.00	N/A	N/A
Minimum Monthly Charge ³	\$85.71	\$148.54	\$163.47	N/A	N/A
Mileage Charge ⁶	\$2.05/mile				

[Temporary Service Rates](#)

Temporary Service ⁴	Size or Type of Container				
	11 and 15 Yard	20 Yard	30 Yard	40 Yard	50 Yard
Delivery Charge	\$53.06	\$53.06	\$53.06	N/A	N/A
Haul Charge	\$85.71	\$148.54	\$163.47	N/A	N/A
Trip Charge	\$53.06	\$53.06	\$53.06	N/A	N/A
Daily Rental Charge	\$2.56	\$4.81	\$5.81	N/A	N/A
Prepayment ⁷	\$250.00	\$250.00	\$250.00	N/A	N/A
Mileage Charge ⁶	\$2.05/mile				

Accessorial Charges

Accessorial charges include charges for lids, unlocking cart, unlatching cart, etc.

- a) A gate charge will be assessed on each pick up where the driver is required to unlock a container, locking bar, enclosure or open a gate in order to access a Cart or Container. See [Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers](#).
- b) A trip charge will be assessed when the company driver makes a trip to the Customer's location, but due to reasons under the control of the Customer, was not able to complete the haul. See [Item 70 – Return Trips](#).

Notes:

- 1) Rates in this item are subject to disposal fees named in [Item 150 – Units, Loose, and/or Bulky Material](#), [Item 207 – Excess Weight – Rejection of Load, Charges to Transport](#), and [Item 230 – Disposal Fees](#).
- 2) Permanent service means Drop Box service provided at Customer's request for more than 90 days.
- 3) For permanent service accounts, if a Drop Box is retained by a Customer for a full month and no pickups are ordered, a minimum monthly rent charge will be assessed.
- 4) Temporary service means providing Drop Box service at the Customer's request, for a period of 90 days or less.
- 5) Restart subject to [Item 51 – Restart Fees](#).
- 6) Rates named in this item apply for all hauls within the city limits of College Place, to the disposal site. Any miles driven outside the city limits of College Place will be charged at \$2.05 per mile. Mileage charge is in addition to all regular charges.
- 7) A prepayment will be assessed on permanent and temporary service accounts as noted above. The prepayment will be applied to the Customer's account in the event of non-payment or be returned to the Customer upon termination of service. For permanent Drop Boxes, the prepayment will be applied to Customer account upon termination or after one year.
- 8) If a Customer requests Contractor to pick up any appliance that contains freon, the Customer will be charged a freon discharge fee. See [Item 150 – Units, Loose, and/or Bulky Material](#).

[Item 270 – Drop Box Service – Compacted – Customer-Owned](#)

Compacted material rates are stated per Drop Box, per pickup for the city of College Place service area.

Permanent Service Rates

Permanent Service	Size or Type of Container			
	11 and 15 Yard	20 and 25 Yard	30 and 35 Yard	40 Yard
Delivery Charge	N/A	N/A	N/A	N/A
Haul Charge	N/A	N/A	\$369.57	\$351.34
Trip Charge	N/A	N/A	\$53.06	\$53.06
Prepayment ³	N/A	N/A	\$250.00	\$250.00
Restart Charge ²	N/A	N/A	\$10.20	\$10.20
Mileage Charge	\$2.05/mile			

Accessorial Charges

Accessorial charges include charges for lids, unlocking cart, unlatching cart, etc.

- a) A gate charge will be assessed on each pick up where the driver is required to unlock a container, locking bar, enclosure or open a gate to access a Cart or Container. See [Item 205 – Roll-Out Charges and Gate Charges – Carts and Detachable Containers](#).
- b) A Compactor disconnect/reconnect charge of \$2.84 per haul will be assessed when Drop Boxes with compactors require connecting or disconnecting.
- c) A trip charge will be assessed when the company driver makes a trip to the Customer's location, but due to reasons under the control of the Customer, was not able to complete the haul. See [Item 70 – Return Trips](#).
- d) A turn around charge of \$34.61 per haul will be assessed when company driver must turn the Drop Box around to empty and/or re-connect the Drop Box.
- e) Rates named in this item apply for all hauls within the city limits of College Place, to the disposal site. Any miles driven outside the city limits of College Place will be charged \$2.05 per mile. Mileage charge is in addition to all regular charges.

Notes:

- 1) Rates in this item are subject to disposal fees named in [Item 230 – Disposal Fees](#).
- 2) Restart subject to [Item 51 – Restart Fees](#).
- 3) A prepayment will be assessed on all (new) Drop Box Compactor service accounts as noted above. The prepayment will be applied to the Customer's account in the event of non-payment or be returned to the Customer after one year.
- 4) If a Customer requests Contractor to pick up any appliance that contains freon, the Customer will be charged a freon discharge fee. See [Item 150 – Units, Loose, and/or Bulky Material](#).

Item 300 – List of Abbreviations and Symbols Used in This Exhibit C

(C) Denotes changes in wording

(N) Denotes new rates, services, or rules

(N/A) Denotes not available

***denotes that material previously shown has been deleted

Yd. Or yd. Are abbreviations for yard

Cu. Or cu. Are abbreviations for cubic

COMPREHENSIVE SOLID WASTE COLLECTION AGREEMENT

**City of College Place
and
Basin Disposal of Washington, LLC**

October 10th, 2017

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COMPREHENSIVE SOLID WASTE COLLECTION AGREEMENT

This Comprehensive Solid Waste Collection Agreement (“Agreement”) is made and entered into this 10th day of October, 2017 (“Effective Date”), by and between the City of College Place, a Washington municipal corporation (the “City”), and Basin Disposal of Washington, LLC, a Washington corporation (“Contractor”).

RECITALS

A. Contractor desires to provide, and has the experience, resources and expertise necessary, to perform solid waste collection services.

B. Contractor currently provides solid waste collection service to the City under an agreement executed on December 7th, 1999 (as amended, the “Original Agreement”), which will expire not sooner than December 31st, 2017.

C. The City and Contractor desire to amend and replace the Original Agreement in its entirety to recognize, among other things, the extensive, on-going capital investment made by Contractor to achieve and pass on to customers the cost savings from the efficiencies gained thereby.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises herein contained, the City and Contractor do hereby agree as follows:

AGREEMENT

1. DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings given them in Exhibit A.

2. AMENDMENT AND REPLACEMENT OF THE ORIGINAL AGREEMENT

Effective as of the Commencement Date, the Original Agreement is hereby amended and replaced in its entirety by this Agreement.

3. TERM; AUTOMATIC EXTENSIONS

3.1. Term

The initial term of this Agreement (“Term”) shall be for fifteen (15) years, commencing on January 1st, 2018 (the “Commencement Date”), and expiring on the day before the sixteenth (16th) anniversary of the Commencement Date (the “Expiration Date”).

3.2. Automatic Extensions

On each anniversary of the Commencement Date, the Expiration Date shall automatically be extended by one (1) year unless either party has given ninety (90) days written notice of termination to the other party, in which case the Agreement shall terminate on the Expiration Date in effect as of the date of such written notice of termination.

4. SCOPE OF WORK

4.1. General Terms and Conditions

Contractor shall collect, transport and dispose of all Solid Waste and any other materials herein authorized, from each and every Customer within the Service Area pursuant to the terms and conditions of this Agreement.

4.2. City Service Area

Contractor shall provide all of the services described in this Agreement to the entire City Service Area.

4.3. Sole and Exclusive Solid Waste Service Provider

During the Term of this Agreement, Contractor shall be the sole and exclusive provider to manage, collect, transport and dispose of Solid Waste, and as applicable, to manage, collect, transport and process Recyclable Materials and Green Waste subject to a separate collection service requested by the City or the jurisdiction of the WUTC upon adoption of an appropriate jurisdictional overlay granting such authority to the WUTC, all as more particularly described in Section 5.5. herein, and any other materials authorized for collection pursuant hereto, within the City Service Area. When requested by Contractor, the City shall seek to enforce the rights the City has granted to Contractor hereunder; however, the City shall not be obligated to instigate litigation to protect the right of Contractor. Contractor may independently enforce its rights under this Agreement against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Contractor (without obligating the City to join any such litigation). Such efforts may include but not be limited to cease and desist letters, assistance with documenting violations and other activities. Notwithstanding the foregoing, the City shall enforce its municipal code in the ordinary course against any third parties providing unauthorized Solid Waste service.

Any material discarded by a Customer for which it pays to collect, process and/or dispose of the material shall constitute "Solid Waste" subject to all terms and conditions of this Agreement. This Agreement will not apply to Solid Waste, Recyclable Materials, Green Waste and Agricultural Processed Waste self-hauled by the generator, or Green Waste generated and hauled by private landscaping services.

The Agreement shall not include the collection of Solid Waste from Walla Walla College located within the City Service Area, which collection points are noted in the agreement between the college and the City and which will be shared with Contractor. Should Walla Walla College cease to collect their own Solid Waste, then Walla Walla College will become part of the City Service Area subject to the provisions of this Agreement. Nothing herein shall prohibit the college from entering in a separate agreement with Contractor for the collection of Solid Waste from the college.

4.4. Annexation

If additional territory is added to the City through annexation or other means, Contractor shall make collections in such annexed areas in accordance with the provisions of this Agreement at the unit prices set forth in this Agreement, provided however, the remaining Term of this Agreement shall not be less than fifteen (15) years from the effective date of such annexation. If the City has given Contractor a notice of termination of this Agreement prior to such annexation, the annexed area shall not be added to this Agreement except with the written consent of Contractor, which may be withheld at the sole discretion of Contractor. If the annexed area is added to this Agreement, the parties shall execute an amendment to this Agreement consistent with the provisions of this section, including the replacement of Exhibit B depicting the City Service Area. If Contractor possesses a WUTC certificate or other franchise for Solid Waste collection in the annexed area at the time of annexation, the amendment of this Agreement to add the annexation area to the City Service Area shall be in lieu of the grant of a franchise pursuant to RCW 35.13.280 or RCW 35.A.14.900, as applicable, and Contractor shall waive and release its right to claim any damages or compensation from the City arising out of the cancellation of any pre-existing permit, certificate or franchise held by Contractor prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly-annexed territory beyond what is provided herein. Subject to the provisions hereof, Contractor acknowledges that its certificate applicable to those future annexation areas shall be cancelled effective the date of annexation by the City.

If a party other than Contractor holds the WUTC certificate for any such future annexed territory, the City shall work with such party in good faith using commercially reasonable efforts to provide for the timely termination of such party's right to provide Solid Waste collection service to the subject annexation area. Upon termination of such party's right to provide Solid Waste service to said annexation area, the parties shall cause the subject annexation area to be added to the City Service Area as provided above and subject to the terms and conditions of this Agreement. The City will indemnify, hold harmless and defend Contractor from any and all claims, actions, suits, liabilities, losses, costs, expenses and damages, including costs and attorney fees, asserted by such parties providing solid waste collection service arising from Contractor's service in such annexed territory pursuant to this Agreement.

The City acknowledges that Contractor shall require a reasonable amount of time to

secure the necessary equipment, including but not limited to vehicles, Residential Carts and Containers, to service the annexed area, and shall not penalize Contractor for reasonable delays in the provision of services to annexed areas covered by this Agreement due to procurement delays that are not within the commercially reasonable control of Contractor. Customers within the annexed area shall receive the Residential Carts and Containers described herein in accordance with the provisions of this Agreement. In the event that an annexed area is being serviced with Residential Carts and Containers different from the City's program, Contractor shall be responsible for timely Customer notification and removal of the existing Residential Carts and Containers and delivery of appropriate Residential Carts and Containers within a reasonable time.

4.5. Unsafe Conditions at Pick-Up Locations

If, in Contractor's commercially reasonable discretion, a Customer is located in an area that does not permit safe access, turn-around or clearance for Contractor's vehicles, Contractor shall provide Solid Waste service to such Customer provided the Customer sets out its materials adjacent to the nearest Public Street or Private Road allowing such safe access and Contractor is provided with reasonable advance notice of such location. Contractor shall use commercially reasonable efforts to work with such Customer to determine a safe location in compliance with applicable law. If Contractor in its commercially reasonable discretion determines that a Private Road cannot be safely negotiated or that providing drive-in service for Residential Customers shall be impractical due to distance or unsafe conditions, Contractor and the City shall evaluate the on-site conditions and make a determination of the best approach for providing Solid Waste service to the affected Residential Customers. Contractor and the City shall present feasible service options to the Customers concerning the nearest safe and mutually convenient pick-up location. If Contractor believes that its vehicles shall cause damage to a Private Road in the ordinary course of operation, Contractor may withhold Solid Waste service from the respective Customers until such Customers provide a damage waiver agreement to Contractor.

4.6. Hours/Days of Operation

Contractor shall make Solid Waste collections from Single-Family Residences, Multi-Family Complexes and Mixed-Use Buildings on Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m., provided, however, that the City may authorize from time to time temporary extensions or written exemptions of the collection period to accommodate the special needs of Customers, provided further however, that Contractor may conduct from time to time Solid Waste collections on Saturdays to the extent necessary to make up missed collections. Contractor shall make Solid Waste collections from non-Residential Commercial Customers on Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. provided; however, the City shall have the authority to notify the Contractor of which Commercial areas are located near Residential zoned areas, and shall be subject to the Residential collection hours.

4.7. Employee Conduct

Contractor shall require its employees at all times on routes to be courteous, refrain from making loud, inappropriate or obscene language, exercise due care, perform their work efficiently and expeditiously, and avoid damage to public or private property. Contractor shall further require its employees to use only that portion of private property reasonably necessary to complete their duties, and to the extent reasonably possible, stay within regular pedestrian walkways and paths and avoid crossing flower beds and hedges. Contractor's employees shall wear reasonably clean and presentable clothing while on their routes. If the City gives written notice to Contractor of any employee of Contractor failing to comply with the above requirements, Contractor shall use commercially reasonable efforts to remedy the issue as soon as possible, including temporarily or permanently removing such employee from all further performance of the work described in this Agreement.

4.8. Disabled Persons Service

Contractor shall provide, at no additional expense, carry-out service of Solid Waste to those Residential Customers that suffer from a documented disability that prevents them from placing a Residential Cart at the Curb. The Residential Customer shall provide Contractor with verifiable information and complete the appropriate documentation prior to such service being provided. Contractor's criteria for carry-out service shall comply with all local, state and federal regulations, and shall be subject to the City's review and approval prior to program implementation.

4.9. Holiday Schedules

Contractor shall provide regular Residential and Commercial collection services on all weekdays, Monday through Friday inclusive, regardless of any holidays that may be observed. Drop-Box Container collection service shall not be performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas.

4.10. Inclement Weather and Other Service Disruptions

If, in Contractor's commercially reasonable discretion, weather or other route conditions pose a danger to the public, Contractor's employees or equipment, Contractor shall provide Solid Waste service only to those portions of the City Service Area that do not pose such a danger. Contractor shall provide the City within a reasonable time after such event Contractor's plans to make up missed Solid Waste collections. Unless the City gives Contractor written notice of the City's objections to such plans, Contractor may perform limited Solid Waste collection services after 6:00 pm and/or on Saturdays following disruptions in order to make up missed collections.

4.11. Suspending Collection from Problem Customers

The City and Contractor acknowledge that, from time to time, some Customers may

cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Residential Carts or Containers, repeated refusal to position Residential Carts or Containers properly, repeated suspect claims of timely set-out followed by demands for return collection at no charge, and repeated claims of damage to the Customer's property. Contractor shall make every reasonable effort to provide service to those problem Customers. However, Contractor may deny or discontinue service to a problem Customer if reasonable efforts to accommodate the Customer and to provide services fail. If the Customer submits a written letter to the City appealing Contractor's decision, the City may, in its sole discretion, intervene and attempt to mediate a resolution in the dispute. The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

4.12. Missed Collections

If Contractor fails to collect Solid Waste from a Customer without permissible excuse therefore, Contractor shall provide such service to the Customer within a reasonable time, but in no event later than 6:00 P.M. of the business day following Contractor's receipt of notification of the missed pick-up. Contractor shall maintain a record of all missed collections reported by Customers (whether reported by telephone or e-mail) and Contractor's corrective action. If a Residential Cart or Container is set out inappropriately, improperly prepared or contaminated with unacceptable Solid Waste, Biomedical Waste or Hazardous Waste, Contractor shall not be obligated to collect the materials from such Residential Cart or Container. Contractor shall place a notification tag on such Residential Cart or Container that identifies the specific reason for not collecting the Solid Waste, and maintain a record of such missed collections. If Contractor is requested by the Customer to make a return trip due to no fault of Contractor, Contractor shall be permitted to charge the Customer an additional fee for this service at the rate specified in the rate schedule attached hereto as Exhibit C ("Rate Schedule").

4.13. Schedule of Solid Waste Collection

Contractor shall perform Solid Waste services for each respective Residential Customer pursuant to a regular schedule on the same day and as close to a consistent time as possible; Contractor may vary, in its discretion, the collection routes and schedules for Commercial Customers. Contractor shall provide dispatch service and equipment capability to collect full Drop-Box Containers no later than the second (2nd) business day after the Customer's request. Contractor shall indicate, on a detailed map acceptable to the City, the day of the week Solid Waste shall be collected from each Residential Customer. Contractor may change the day of collection from time to time by giving the City and the affected Residential Customers at least fifteen (15) days prior written notice of the different collection date.

4.14. Required Equipment and Signs on Vehicles; Maintenance of Vehicles and Equipment

Contractor shall cause each of its vehicles to display the vehicle's inventory number and customer service telephone number in lettering not less than four (4) inches high and clearly visible from a minimum distance of twenty (20) feet, together with appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags in accordance with applicable laws. Contractor shall equip each route, service and supervisory vehicle with properly licensed two-way communication equipment capable of communication throughout the entire City Service Area with a base station maintained by Contractor. In addition, Contractor shall cause all vehicles to carry regularly-maintained and fully-functional spill kits, including absorbent pads or granules, containment booms, storm drain covers, sweepers and other similar materials sufficient to contain, control and, for minor events, appropriately clean-up spillage or release of wind-blown materials, litter, or leaks of fluids or leachate from the vehicle. Spill kits shall also include Contractor's spill response procedure, which procedure shall be developed as provided in Section 4.17.

Contractor shall cause all vehicles and equipment to be maintained in good operating condition at all times. In addition, Contractor shall maintain its vehicles to ensure that no liquid wastes (such as Solid Waste leachate) or oils (lubricating, hydraulic or fuel) to be discharged from the vehicles except to appropriate facilities. Contractor shall regularly clean and wash thoroughly all vehicles used in the collection of Solid Waste. Contractor shall cause its vehicles to be repainted from time to time as needed to maintain a clean and professional appearance.

4.15. Residential Carts and Containers Inventory

Contractor shall procure and maintain a sufficient quantity of Residential Carts and Containers to service the City's Customer base, including for seasonal and economic variations in the demand for Residential Carts and Containers.

4.16. Ownership of Equipment

All vehicles, facilities and property used in performance of work under this Agreement shall be owned or leased by Contractor. The City shall have no obligation to provide equipment, facilities or personnel in connection with Contractor's duties hereunder.

4.17. Spillage

Contractor shall cause any blowing or spillage of Solid Waste, or leachate from Contractor's vehicles, to be cleaned up immediately by Contractor's employees. For any spill of leachate requiring more equipment or treatment other than the spill kits carried on a collection vehicle, Contractor shall promptly notify the City of such event. Contractor shall develop and submit to the City for its review a spill response procedure, and shall incorporate any commercially reasonable comments that the City provides. The spill

response procedure shall include a list of emergency contacts, which shall be reviewed annually and updated as necessary.

4.18. Disruption Due to Construction

If a Public Street is under construction such that the work interferes with Contractor's services, Contractor shall use commercially reasonable efforts to account for such interruption to permit the prudent and safe collection of Solid Waste from affected Customers.

4.19. Site Planning Assistance

The City shall, as part of its permitting process, cause written notice to be given to Contractor of any development permit application containing plans for the construction of a new or substantially remodeled building or other permanent structure, where commercial container service is contemplated for solid waste, so that Contractor may provide, but has no obligation to do so, written comments concerning Contractor's ability to access Containers and provide safe and efficient collection services to such property. Upon request and at standard rates determined from time to time by Contractor, Contractor shall provide site planning assistance to property owners or their representatives. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the City Service Area, and shall address the design and planning of Solid Waste removal areas and their location upon the site. Contractor shall provide its assistance for optimizing loading docks, enclosures, compactor equipment and other similar structures or areas, provided however, that such site planning consultation service shall be made without warranty and without liability of any sort, and Contractor may require a commercially reasonable waiver to such effect prior to giving such site planning assistance.

4.20. Safeguarding Public and Private Property

Contractor shall use commercially reasonable efforts to avoid causing damage to any public and private improvements, facilities and utilities whether located on public or private property. If such improvements, facilities, utilities or Curbs are damaged and such damage is due to the negligence or intentional misconduct of Contractor, Contractor shall notify the City immediately in writing of such damage. If such damage is of a type not ordinarily suffered or in excess of normal wear and tear caused by vehicles operated by Contractor, Contractor shall either repair such damage, if practicable, or reimburse the City for the reasonable cost of repairing such damage, which cost shall be the cost of restoring such property to the condition immediately prior to such damage.

4.21. Company Name

Contractor shall not use a trade name containing any words that implies Contractor is operated or owned by the City.

4.22. Coordination between City and Contractor

Within a sixty (60) days' time after receipt of written request of either party, the other party shall meet at the City's offices to resolve any operational issues with Contractor's services. Contractor shall provide the City with access to Contractor's route and Customer service data, billing information, safety records, equipment, facilities and other applicable items, and the City shall provide Contractor with access to the City's records applicable to the issue.

4.23. Disposal Restrictions and Requirements

Except as expressly provided herein, Contractor shall not knowingly or negligently collect, transport or dispose of Hazardous Waste or Biomedical Waste, and shall have no responsibility for such waste. Contractor shall not be required to collect Hazardous Waste, Biomedical Waste or any other materials that are either restricted from disposal or would pose a danger to Contractor's collection crews. If materials are rejected for this reason, Contractor shall leave a written notice with the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options. The Customer shall remain responsible for all costs associated with handling and disposal of such materials inadvertently collected by Contractor.

4.24. Disposal Site for Solid Waste

Contractor shall deliver all Solid Waste to an appropriate disposal site operated by Contractor or such other disposal site or sites as chosen by the Contractor that satisfy applicable state regulations. Contractor shall provide the City with a list of the disposal sites being used by Contractor.

4.25. Adjustment of Service Level for Certain Customers

If Contractor in its commercially reasonable discretion determines that a Residential Customer is generating quantities or types of Solid Waste different from a typical Residential Customer, Contractor shall notify City of the same. Within thirty (30) days of Contractor's notice, City shall determine if the Residential Customer maintains a commercial enterprise from the Residence, for example by determining if a business license has been issued declaring the business address to be same as the Residence, and should be served by a commercial Solid Waste service plan. If City determines that the customer is operating as a commercial enterprise, said Residential Customer's service shall be revised to the appropriate commercial service most closely approximating the service required by the affected Customer, as determined by Contractor.

4.26. Violation of Ordinance

Contractor shall promptly give written notice to the City of any observed violations of the City's ordinances concerning the containerization, collection, transport and disposal of

Solid Waste.

4.27. Public Information

The City may develop, at its expense, public outreach and education programs concerning the reduction of Solid Waste, the recycling of Recyclable Materials, any other programs concerning Solid Waste service within the City Service Area, including the mandatory Solid Waste collection requirements for all Customers in the City Service Area. Contractor shall cooperate in good faith with the City to design and distribute promotional materials to Customers throughout the City Service Area.

4.28. Compaction of Solid Waste

If any Commercial Customer should deposit into its Container a substantial amount of compacted Solid Waste, or any other Solid Waste that has been subjected to a process modifying its composition or nature resulting in the reduction of its volume because of an increase in density, Contractor may assess against such Commercial Customer an additional charge equal to the difference in compacted and uncompactd Solid Waste service rates set forth in the Rate Schedule.

5. SOLID WASTE SERVICE

5.1. Residential Service

5.1.1. Residential Customer Solid Waste Service

Contractor shall collect, transport and dispose of Solid Waste from all Residential Customers within the City Service Area, provided that the Solid Waste is properly contained in Residential Carts supplied by Contractor and set out for collection at the Curb on or abutting Public Streets or Private Roads, together with any additional Solid Waste contained in appropriate bins, bags, cans or other receptacles that could not be placed in the Residential Carts. In addition, Contractor shall collect an unlimited number of Solid Waste Units that are properly set out by a Residential Customer adjacent to its Residential Cart. Contractor's collection of Solid Waste placed outside of the Residential Cart shall be at no additional cost unless the materials could reasonably have been placed in the Residential Cart. Each Unit of Solid Waste not provided in this manner for collection shall be subject to a special pickup charge as provided in the Rate Schedule. Contractor shall also dispose of passenger vehicles tires, including consumer trucks and SUVs, but not commercial truck or tractor tires, from Residential Customers. If, in Contractor's commercially reasonable discretion, Contractor determines that a Residential Customer is disposing of passenger vehicle tires in excess of four (4) tires per year, Contractor may assess the affected Residential Customer a charge for tire disposal in accordance with the rate set forth in the Rate Schedule.

5.1.2. Residential Carts

Contractor shall provide each Residential Customer within seven (7) business days of the Customer's request with a 96-gallon Residential Cart, provided however, that qualifying Residential Customers may request the use of a 64-gallon Residential Cart as described in Section 5.1.3. Residential Carts shall be rodent and insect proof, and equipped with functional wheels or rollers. Contractor shall maintain all Residential Carts in good condition without any jagged edges or holes. If Contractor's employees note any damaged hinges, holes, poorly functioning wheels or other conditions requiring repair, Contractor shall repair, at its sole cost, such condition without need of request from the Customer. Contractor shall repair the Residential Cart within seven (7) business days of request or notice of a condition requiring repair, or provide a temporary Residential Cart as necessary. Contractor shall replace, at its sole cost, any Residential Cart that is damaged or missing on account of accident, act of nature or the elements, fire, or theft or vandalism by other members of the public within three (3) business days. Contractor may provide replacement Residential Carts that are new or used and reconditioned, provided such Residential Carts are clean and presentable. Contractor shall collect and dispose of damaged and unusable Residential Carts. If, in Contractor's commercially reasonable discretion, Contractor has to replace or repair a damaged Residential Cart as a result of excess wear and tear or otherwise the result of the negligence or intentional misconduct by the Residential Customer, Contractor may charge the Residential Customer a replacement fee for such Residential Cart at the rate set forth in the Rate Schedule. Residential Customers shall be responsible for the cleaning of their Residential Carts.

Residential Carts placed for collection shall not weigh in excess of one hundred-twenty (120) pounds for the 64-gallon Residential Cart or one hundred-eighty (180) pounds for the 96-gallon Residential Cart.

5.1.3. Senior, Low Income Discount

Contractor shall provide Solid Waste service to those Residential Customers qualifying for the senior, low income discount rate set forth in the Rate Schedule upon the same terms and conditions set forth in section 5.1.1 and Section 5.1.2, except that such qualifying Customers shall be provided with one 64-gallon Residential Cart, and such Residential Customers shall be limited only to the use of such Residential Cart for the disposal of Solid Waste. Each Unit of Solid Waste not placed within such Residential Cart for collection shall be subject to additional pickup charges at the rate set forth in the Rate Schedule. If a senior, low income Residential Customer sets out more Solid Waste than may be contained in a 64 gallon Residential Cart on two or more occasions in any calendar year, Contractor may at any time thereafter cause such Residential Customer to change to the Unlimited Residential Customer service plan at the

applicable service rate set forth in the Rate Schedule.

Prior to Contractor providing such discounted service, the City shall give written notice to Contractor that the senior, low income Residential Customer has certified each of the following conditions to the City, and that the City has verified to the extent reasonably possible, as being true and correct:

- (i) The Residential Customer is a single occupant of or the head of a household all of whose members have combined annual income from all sources that is not greater than the United States Federal Poverty Level. Such poverty level shall be determined by the "Very Low Income Limits" and updated annually by the City; and
- (ii) The Residential Customer must be the customer of the solid waste service and must be directly responsible for the payment of the solid waste bill; and
- (iii) The Residential Customer is the fee simple owner, or the primary tenant named on the lease, of a Single Family Residence and has resided at such location for a period of not less than ninety (90) consecutive days and must intend to remain at such place; and
- (iv) The Residential Customer is at least sixty-two (62) years of age or older; and
- (v) The Residential Customer shall state on oath that the one (1) 64 gallon Residential Cart shall be adequate to meet the requirements of the Residential Customer without creating a public nuisance or a public health hazard; and
- (vi) The City may require the person demonstrating satisfactory proof for a house hold that qualifies for the rates set forth in this section to make an updated application at any time. "Head of the household" means the person owning or having control of the dwelling unit. In the case of a husband and wife, either person shall be considered the "head of the household"; and
- (vii) The Residential Customer has filed the appropriate application under oath with the City that the Residential Customer shall inform the City in writing if there is any change in the household's status as it relates to the requirements set forth in (i) – (vii) above, and acknowledges the City may require an updated application at any time.

The City shall, from time to time but not more than once per month, provide Contractor with a list of the Residential Customers that have satisfied the above conditions and qualified for the applicable discount rate, which discount rate shall go into effect for the subject Residential Customers not later than thirty (30) days after the date of such written notice from the City.

Contractor may terminate such discounted service if and when Contractor or the

City has a reasonable belief that such Residential Customer no longer qualifies for such discounted service. The City upon its own volition, or within thirty (30) days of receipt of Contractor's written notice, shall use reasonable due diligence to determine if such Residential Customer continues to qualify for such discounted service. If the qualifying Residential Customer loses such status, Contractor shall provide written notice to the Residential Customer and the service rate for Unlimited Residential Service shall be assessed for the first Solid Waste service occurring after the date of such written notice.

5.2. Commercial Service

5.2.1. Commercial Customer Solid Waste Service

Contractor shall collect Solid Waste from all Commercial Customers within the City Service Area, provided that the Solid Waste is properly contained within Containers supplied by Contractor.

5.2.2. Commercial Containers

5.2.2.1 Container Types

Contractor shall provide to each Commercial Customer, and each Commercial Customer may select, the following types of Containers: 1.5-, 2-, 3-, 4-, 6- or 8-cubic yard Detachable Container; 11-, 20-, 30- or 40-cubic yard Drop-Box Container; a 96-gallon or 64-gallon wheeled cart similar to the respective Residential Carts. Contractor may from time to time provide additional or remove existing Container service options, provided however, that Contractor shall provide at least thirty (30) days prior written notice to affected Commercial Customers with service plans for Containers that are being discontinued. Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers, which covers shall be closed by Contractor after every collection service, and may be equipped with four (4) wheels for those Containers with volumes of 4-cubic yards or less. Drop-Box Containers shall be constructed of metal, and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a winch system.

Detachable Containers up to 8-cubic yards shall not weigh in excess of one thousand two hundred (1,200) pounds, and Drop-Box Containers shall not weigh in excess of twenty thousand (20,000) pounds. Commercial carts shall not weigh in excess of one hundred twenty (120) pounds for the 64-gallon commercial cart or one hundred-eighty (180) pounds for the 96-gallon commercial cart.

5.2.2.2. General Terms and Conditions Applicable to Commercial Containers

Contractor shall furnish each Commercial Customer with the appropriate Container within seven (7) business days of the Customer's request. Contractor shall deliver and place the Container on the Customer's property in a location determined by the Customer, provided such location is reasonably acceptable to Contractor for the safe and efficient collection thereof. Contractor shall maintain all Containers in good condition without any leaks, jagged edges or holes. If Contractor's employees note any damage to a Container requiring repair, Contractor shall repair, at its sole cost, the damage without need of request from the Customer. Contractor shall repair the Container within seven (7) business days of request or notice of a condition requiring repair, or provide a temporary Container as necessary. Contractor shall replace, at its sole cost, any Container that is damaged or missing on account of accident, act of nature or the elements, fire, or theft or vandalism by other members of the public within three (3) business days. Contractor may provide Customers with either a new or used and reconditioned replacement Containers, provided such Containers are clean and presentable. Contractor shall collect and dispose of damaged and unusable Containers. If, in Contractor's commercially reasonable discretion, Contractor must replace or repair a damaged Container as a result of excess wear and tear or otherwise the result of the negligence or intentional misconduct by the Commercial Customer, Contractor may charge the Customer a replacement fee for such Container. Not more often than once per year, Contractor shall clean without additional cost, said cost being included in the respective service plan, each Customer's Container. In addition, Contractor shall also replace a Container within three (3) business days of request by the City if the City determines that the Container fails to comply with reasonable health and safety standards, provided however, that Contractor shall assess the Customer a cleaning fee at the rate set forth in the Rate Schedule.

5.2.2.3. Additional Fees

Contractor shall not charge Commercial Customers an initial delivery fee for a Container, except in the case of temporary Container service or a Container redelivered to a Customer restarting service after having service suspended with its Container removed because of non-payment of invoices. Contractor shall charge a rollout fee in ten (10) foot increments for Containers that must be rolled by Contractor more than twenty (20) feet to reach the collection vehicle at its nearest point of access. Gate and/or disconnect charges shall be assessed as set forth in the Rate Schedule when Contractor must open, unlock, or close a gate in

order to service a Container. Contractor may assess additional charges for excess materials loaded so as to lift, as applicable for such Commercial Customer, the Detachable Container lid or Drop-Box Container lid more than six (6) inches from the normally closed position. Commercial Customers may request extra collections of Detachable Containers in addition to the regular service, which additional service shall be subject to an additional charge equal to the proportional amount (e.g. one pick-up per week rate divided by 4.33 weeks per month) of their regular monthly rate for that service. Extra collections of Drop-Box Containers shall be provided at the regular rate set forth in the Rate Schedule.

5.2.2.4. Customer-Owned Drop-Box Containers

Notwithstanding anything to the contrary in Section 5.2.2.1 above, Contractor may service compactor Drop-Box Containers owned by Commercial Customers at the special collection rates set forth in the Rate Schedule. Contractor shall have no obligation to maintain, repair or clean a compactor Drop-Box Container owned by a Commercial Customer, and shall have no liability to such Customers for damage caused to such compactor Drop-Box Containers except in the event of gross negligence or intentional misconduct by Contractor. If, in the commercially reasonable discretion of Contractor, a Customer-owned compactor Drop-Box Container is not safe, Contractor may elect not to provide service until such compactor Drop-Box Container is made safe for usage and transport.

5.3. Temporary Solid Waste Service Plans

Upon request of any Customer, Contractor shall provide on a temporary basis the Container requested by said Customer at the rate set forth in the Rate Schedule for such temporary service. The temporary service rate shall apply for all service requests that do not exceed ninety (90) consecutive days. If the Customer requires a Container for a longer period of time, Contractor may require the Customer to select the appropriate Commercial service plan set forth in the Rate Schedule for the requested Container. If the temporary service plan is in addition to a regular service plan in effect for the Customer, Contractor shall be authorized to bill the Customer for both service plans. Contractor may require the Customer to make a security deposit in advance of a temporary service plan at the rate set forth in the Rate Schedule.

5.4. Solid Waste Service to City Properties and Facilities

Contractor shall provide the City with Solid Waste service from all City locations for which the City desires service pursuant to the City's service plan set forth in the Rate Schedule. The City may modify the locations for which the City desires service by providing Contractor with ten (10) days prior written notice, in which case, Contractor

shall adjust, if applicable, the fee payable by the City pursuant to the Rate Schedule Exhibit C.

5.5. Recyclable Materials and Green Waste

If, during the Term of this Agreement, the City elects to provide additional services related to Curbside recycling of Recyclable Materials and/or Green Waste from Residences consistent with revisions to and updating of the Walla Walla County Comprehensive Solid Waste Management Plan, the City may request that Contractor collect, transport, process and recycle Recyclable Materials from all Customers residing in Residences located within the City Service Area. Within four (4) months of receipt of such notice, Contractor shall provide the City with a written proposal of the service rates, planned service routes and schedules for Customers residing in Residences and, if also requested by the City, all other Customers, proposed Recycling Carts and Recycling Containers, commodities that will qualify as Recyclable Materials based on current market conditions, estimated interval to secure necessary equipment and facilities, and any other pertinent terms and conditions of such service. Contractor shall remit all proceeds from the sale of collected Recyclable Materials pursuant to the recycling program to the City. If Contractor's proposal is acceptable to the City, the City shall give written notice ("Exercise Date") to Contractor to commence providing such service within the City Service Area on the date set forth in the City's notice that is consistent with Contractor's proposal. Upon receipt of the City's notice, the parties shall cooperate in good faith to develop and distribute materials and information to Customers within the City Service Area concerning the addition of the recycling and/or green service.

If the City declines to require a separate Recyclable Materials and/or Green Waste service governed by this Agreement, the City shall permit, at Contractor's written request, the Washington Utilities and Transportation Commission ("WUTC") to assume jurisdiction of Curbside Recyclable Materials and/or Green Waste service plans, which will be implemented and operated by Contractor.

5.6. Miscellaneous Solid Waste Services

Contractor shall also provide the following special services:

- (i) With respect to Residential Customers and those Commercial Customers residing in Residences located within Mixed-Use Buildings and Multi-Family Complexes within the City Service Area, Contractor shall provide a special Solid Waste service at the rate set forth in the Rate Schedule for Units of Solid Waste that exceed the limitations set forth in the definition of "Solid Waste Units," which service shall be provided within five (5) business days of the Customer's request.
- (ii) With respect to Residential Customers and those Commercial Customers residing in Residences located within Mixed-Use Buildings and Multi-Family Complexes within the City Service Area, Contractor shall collect and dispose of refrigeration and cooling devices common to households, such as refrigerators and air-conditioning units, at the rates set forth in the Rate Schedule, provided however,

that the Residential Customer shall either request Contractor to purge and dispose of the cooling substance as required by applicable law or provide Contractor with a certificate reasonably satisfactory to Contractor from a qualified contractor stating that the same has been completed prior to collection and disposal of such item.

- (iii) With respect to all Customers within the Service Area (except as otherwise provided in Section 5.1.1), Contractor shall collect, transport, and dispose of tires from passenger vehicles and trucks at the rate set forth in the Rate Schedule.

5.7. Customer Service

5.7.1. Customer Service Office

Contractor shall maintain a Customer service office with a local telephone number or toll free phone number where Contractor may be contacted by Customers during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, except for the holidays recognized by the State of Washington. Contractor shall provide customer service functions relating to service delivery, potential service options, service rates, receiving and resolving customer complaints, dispatching temporary Containers and special collections, and resolving billing questions.

5.7.2. Complaints

Contractor shall give prompt and courteous attention to all Customer complaints received by Contractor. Contractor shall promptly investigate any complaint of a missed collection, and if verified, shall arrange for collection as provided in this Agreement. Contractor shall maintain a record of actions taken on all material and legitimate complaints that could not be resolved during the initial communication with the Customer, regardless of how the complaint was received, including date, time, Customer's name and address (if the Customer is willing to give this information), method of transmittal, and nature, date and manner of resolution of the complaint in a computerized daily log. Contractor shall make a conscientious effort to resolve all complaints promptly but otherwise within one (1) business day of the original call or e-mail. The computerized daily log shall be available for inspection by the City, or its designated representatives, during Contractor's office hours, and shall be in a format reasonably acceptable to the City.

5.7.3. Emergency Contact

Contractor shall provide the City with the name and contact information in the event of an emergency requiring contact with Contractor outside of normal office hours. Contractor shall cause such representative to be available at said emergency telephone number during all hours other than normal office hours.

5.8. Reports

In addition to any report required by law, Contractor shall maintain records of the number of loads of Solid Waste collected and transported within the City Service Area and the approximate total tonnage of Solid Waste and any other material herein authorized hauled by Contractor to Contractor's disposal site. Contractor shall make such records available to the City upon request. Subsequent to April 15 of each calendar year, and following at least two (2) months prior written notice, Contractor shall provide to the City a profit/loss financial statement for the preceding calendar year together with a pro-forma financial statement for the ensuing calendar year. The City shall be permitted to review but not make copies of the financial statements. Upon the City's request, Contractor shall make available the same financial statements to an accounting firm selected by the City and reasonably acceptable to Contractor, provided, however, that the accounting firm provides Contractor with a commercially acceptable form of confidentiality agreement. Contractor shall bear all reasonable costs of such accounting firm.

6. COMPENSATION

6.1. Basis for Determination of Solid Waste Service Rates

The parties expressly intend that the rates and charges established by this Agreement are designed to capture all legitimate operating and capital costs incurred by Contractor and to provide a fair rate of return on Contractor's investment in providing all services included under this Agreement as may be measured by external methodologies such as the Washington Utilities and Transportation Commission's "Lurito-Gallagher" ratemaking methodology, or other such standards that will enable Contractor to establish fair, just, reasonable and sufficient overall rates in order to allow Contractor to innovate, invest and continue to provide service types and levels responsive to the City's reasonable requirements hereunder.

6.2. Compensation for Solid Waste Services

Contractor may collect from each and every Customer within the City Service Area the appropriate charge for the Solid Waste service plan selected by such Customer, together with any additional charges, fees and expenses that may be incurred or requested by such Customer, at the rates set forth in the Rate Schedule. Contractor shall act in good faith to coordinate with Customers to minimize the charges assessed to Customers.

6.3. Adjustment to Solid Waste Service Rates

6.3.1. Annual Rate Adjustment

Contractor's service charges for each level of Solid Waste service shall increase once every year in an amount not to exceed eighty percent (80%) of the annual percentage increase in the Consumer Price Index – All Urban Consumers; West Region, Size B/C, standard reference base period 1982- 84 = 100, hereinafter

referred to as the "Adjustment Index," as determined in this section. Adjustments to Contractor's service charges shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

Rates shall be adjusted annually, beginning January 1, 2018 (each an "Adjustment Date"). Contractor shall submit to the City for review and approval a "Rate Adjustment Statement" showing the calculations of new service rates for the following year, including a calculation of the percentage change in the Adjustment Index for the most recent twelve (12) month period ending the June prior to the Adjustment Date (each, an "Adjustment Period"). Contractor's calculations shall be provided to the City annually no later than October 1st of each year and the City shall have ninety (90) days to confirm Contractor's rate modification calculations. Upon receipt of the City's approval, which shall not be unreasonably withheld or delayed, the new rates shall take effect on January 1st of the subsequent year. Specific examples of rate modifications due to percentage increase in the Adjustment Index are provided in Exhibit E.

6.3.2. Adjustments to Tipping Fees and Disposal Fees

A tipping disposal or acceptance fee charged for Solid Waste shall be the financial responsibility of Contractor, provided however, Contractor may incorporate such disposal, tipping or acceptance fees as part of the service rates set forth in the Rate Schedule. In the event of an adjustment in tipping fees or disposal fees paid by Contractor, Contractor shall adjust the tipping fee and disposal fee component of the Solid Waste service rates for each level of service to reflect such adjustment. Contractor shall provide the City with notice of any tipping fee or disposal fee adjustment promptly upon knowledge thereof by Contractor. Contractor shall provide to the City evidence supporting the requested change in service fees as a result of an adjustment to tipping fees and disposal fees at least forty-five (45) days prior to date requested by Contractor for such adjustment to go into effect, which in any event shall not be earlier than the date of the adjustment to the tipping fee or disposal fee. Upon receipt of the City's confirmation that the calculations are correct, the new Solid Waste service rates for each level of service shall take effect on the date requested by Contractor. For the initial twelve (12) months after the date that the Contractor increases its Solid Waste service rates, Contractor may gross up the increase in the new Solid Waste service rates for each level of service to allow the Contractor to recapture the marginal increase in such tipping fees and disposal fees paid by the Contractor but not incorporated into the Solid Waste service rates for the period between the commencement date of the increase in tipping fees and disposal fees and the date that the increase in Solid Waste service rates commence. The marginal increase in tipping fees and disposal fees paid by the Contractor and unreimbursed by the Customers shall be amortized on a straight-line basis with interest at eight percent (8%) per annum over a twelve (12) month

period. Contractor shall include a notice in the next invoice issued to the Customers describing the increase in the service rates pursuant to this section. Specific examples of rate modifications due to increase in disposal, tipping or acceptance fees are provided in Exhibit E.

6.3.3. Fuel Expense Adjustments

Contractor may also assess to all Customers a “Fuel Surcharge,” provided the surcharge is determined and used in accordance with the provisions hereinafter set forth. The Fuel Surcharge shall be implemented and charged by Contractor in the instance that the resulting calculation equals 0.5% or more as described below. The following definitions apply to the use and application of the Fuel Surcharge:

- Base Fuel Expense: the proportion of approved rates attributable to gross fuel expense, hereby fixed at 3.3%.

- Base Fuel Price: the average cost of diesel fuel used at the time of the 2017 rate authorization, hereby fixed at \$3.05.
- Current Fuel Price: the per gallon price for retail sales of “West Coast Number 2 Diesel Ultra-Low Sulfur” (0-15 PPM) for the most recent full month reported in the “Monthly Diesel Prices – Ultra-Low” index published by the Energy Information Administration of the US Government or the DGE index.
- Fuel Surcharge: the product of multiplying the base fuel expense by the percentage change between the base fuel price and current fuel price as shown in Exhibit F.

The Fuel Surcharge shall be calculated by subtracting the Base Fuel Price from the Current Fuel Price and converting the difference to a percentage of the Base Fuel Price; that percentage shall then be multiplied by the Base Fuel Expense and the resulting product shall constitute the Fuel Surcharge. Contractor shall submit to the City a Fuel Surcharge calculation worksheet by the 15th day of the month immediately preceding the months of August, October, December, February, April and June. The Fuel Surcharge shall be deemed approved and authorized unless written objection from the City to the Contractor’s mathematical calculations is received by Contractor within seven (7) days of the City’s receipt of the worksheet. In such case, the parties shall meet within five (5) business days and work in good faith to resolve any alleged errors in such mathematical calculations. A Fuel Surcharge shall commence only on the first of each of the calendar months named herein above, and shall continue in effect for a two-month period, after which time a new Fuel Surcharge, if applicable, shall go into effect pursuant to the provisions hereof. Contractor shall incorporate such Fuel Surcharge in the Customers’ invoices in a timely manner.

6.3.4. Annual Rate Adjustment Cap

The Annual Rate Adjustment Cap is met when the cumulative rate increases of 6.3.1 (Annual Rate Adjustment), 6.3.2 (Adjustments to Tipping Fees and Disposal Fees), 6.3.3 (Fuel Expense Adjustment), and 6.3.5 (Solid Waste Disposal Cost Adjustment, if applicable) meet or exceed five percent (5%) as defined by the Consumer Price Index in the United States Department of Labor--All Urban Consumers; West Region, Size B/C, standard reference base period 1982- 84 = 100 (Adjustment Index).

If the Annual Rate Adjustment Cap is met, the Contractor may either limit all rate increases (sections 6.3.1, 6.3.2, 6.3.3, and 6.3.5) at the Annual Rate Adjustment Cap or proceed as outlined in section 6.3.7. The Contractor will notify the City within 45 days that the Annual Rate Adjustment Cap has been reached. The Annual Rate Adjustment Cap will be reset on January 1st of every year as per section 6.3.1.

6.3.5. Solid Waste Disposal Cost Adjustment

Contractor may also adjust service rates for all levels of service based upon the change in the annual disposal cost of Solid Waste collected by Contractor ("WACOD Adjustment"). Commencing with the second full twelve month Adjustment Period after any "Exercise Date" pursuant to Section 5.5, and for each Adjustment Period thereafter (each, a "Comparison Period"), the Contractor shall determine the change in the annual disposal cost of Solid Waste collected by Contractor during such Comparison Period as compared to the first full twelve month Adjustment Period after the Exercise Date ("Base Period"). If the of Solid Waste collected for such Comparison Period has changed by more than five percent (5%) from the Base Period, Contractor shall prepare a WACOD Adjustment calculation worksheet ("WACOD Adjustment Statement") that calculates the WACOD Adjustment to the service rates pursuant to the formula set forth in Exhibit D. The WACOD Adjustment of the service rates shall be adjusted concurrently with annual adjustments to service rates pursuant to Section 6.3.1, with the first month of January two years after the Exercise Date being the first potential date for an adjustment pursuant to this section. Concurrently with the Statement provided to the City pursuant to Section 6.2.1, the Contractor shall submit to the City for review and approval the WACOD Adjustment Statement calculating the adjustment to new rates for the next year, which statement shall show the calculations required in this Section. The City shall have sixty (60) days to confirm the Contractor's WACOD Adjustment to the service rates. Upon receipt of the City's approval of the WACOD Adjustment Statement, which shall not be unreasonably withheld or delayed, the WACOD Adjustment to the service rates shall take effect on January 1st of the subsequent year.

6.3.6. Tax Additive

The State Refuse Collection Tax (currently at 3.6%) and any applicable City Taxes shall be added to the rates specified for each class of service and may be identified separately and as additive to said rate on each billing service.

6.3.7. Other Modifications

Contractor may apply to the City for rate adjustments that result from increases in the cost of operations arising during the Term of the Agreement. Contractor shall submit a written request to adjust the rates not more than ninety (90) days and not less than sixty (60) days prior to the proposed effective date of the requested change. The City shall promptly consider such proposed rate change with consideration of historical and industry-wide profit levels and rate making methodologies utilized by the Washington State Utilities and Transportation Commission.

6.3.8. Changes in Impositions or Other Laws

If the City, county, state or federal authorities impose new taxes, fees or surcharges or change the rates of existing taxes, fees or surcharges after the Commencement Date, or there are other changes in federal, state or local laws or regulations, and the impact of these changes results in increased or decreased Contractor costs, Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate and if so, to determine the amount and the method of adjustment. If the City requires review of Contractor's financial or other proprietary information in conducting its rate review, at the request of Contractor, the City shall retain a third party to review such information at Contractor's expense, provided however, that Contractor may require such third party to execute a commercially reasonable confidentiality agreement. Any such additional financial review costs shall be considered allowable business expenses for future rates adjustment purposes.

6.3.9. Termination by Contractor

If Contractor requests a rate adjustment pursuant to this Section 6 and the City fails to consent to such request for any reason within four (4) months of the date of Contractor's written request, Contractor may terminate this Agreement by giving written notice of termination to the City not less than four (4) months and not more than eight (8) months after the date of Contractor's written request for such rate adjustment. This Agreement shall terminate on the date set forth in Contractor's written notice of termination, which in no event shall be less than six (6) months from the date of Contractor's written notice of termination.

6.4. Billing for Solid Waste Services; Delinquent Accounts

Contractor shall invoice, and shall be responsible for collecting, to and from each and every Customer within the City Service Area for the Solid Waste service plan selected by the Customer. Contractor shall cause each bill to include the following information: (i) Customer name; (ii) Contractor's Customer account information; (iii) service address; (iv) service commencement and termination dates, as applicable; (v) billing period, (vi) date of the bill; (vii) Customer's service plan; (viii) date payment is due; (ix) date payment is delinquent; (x) charges for the Customer service plan; and (xi) additional charges, if any. Contractor shall bear the risk of collection. It is the intent of the parties that all issues relating to service and rates under this Agreement should be the responsibility of the Customer, Contractor and the City, and no third party shall have standing to request, speak or represent issues of service in the City Service Area except for the direct Customer, Contractor or the City.

6.5. Delinquent Accounts and Other Customer Defaults

Contractor shall have any and all remedies provided under College Place Municipal Code Chapter 8.12 and, as applicable, Washington law and regulations, with respect to delinquent accounts and other defaults by Customers, including without limitation, refusing or terminating Solid Waste service. The City shall assume no responsibility for the collection of any amount due by a Customer, provided however, that the City shall cooperate in good faith with Contractor in the enforcement of Contractor's rights and remedies to collect any delinquent accounts or cure defaults as may be provided under College Place Municipal Code Chapter 8.12. Contractor shall provide the City on a monthly basis a report of all service terminations during the previous month.

The City represents and warrants that it has duly adopted, or concurrently with the approval of this Agreement, shall adopt an ordinance authorizing the imposition of a lien against a Customer's real property for unpaid service fees pursuant to RCW 35.21.130. The City hereby authorizes and delegates to the Contractor the rights, privileges and duties to record and foreclose a lien as permitted under applicable law. The City further acknowledges that the delegation of the right to record and foreclose a lien is a ministerial action of the City, and the delegation of such privilege and duty is made on behalf of and for the convenience of the City.

7. PERFORMANCE FEES, DEFAULT AND REMEDIES

7.1. Performance Fees

In the event that Contractor fails to meet any performance obligation set forth in this Agreement, the City shall give written notice to Contractor regarding such failure, in which case Contractor shall promptly take such corrective action to remedy the issue raised in the City's written notice. In addition, City reserves the right to impose the following fines if Contractor fails to meet certain obligations as provided in this Agreement.

ACTION OR OMISSION	AMOUNT
Collection before or after the times specified in this Agreement, except as expressly permitted by the City.	Fifty Dollars (\$50) per truck route (each truck on each route is a separate incident).
Failure to collect missed materials within one (1) business day after receipt of notice.	Fifty Dollars (\$50) per incident to a maximum of Five Hundred Dollars (\$500) per truck per day.

The performance fees schedule set forth here shall not affect the City's ability to terminate this Agreement as provided in Section 7.2, provided however, the City acknowledges that the performance fees described in this section are an adequate remedy for the above named defaults, and the City may not terminate this Agreement for any of

the defaults described in this section unless Contractor has incurred performance fees in excess of \$25,000 each month for at least three (3) consecutive calendar months. Contractor shall pay such performance fees within thirty (30) days of demand therefore from the City. The City shall provide Contractor with reasonably acceptable documentation supporting such performance fees together with the City's demand therefore. Contractor may appeal any performance fees imposed under this section to the City Manager of the City of College Place, to whom Contractor shall be allowed to present evidence as to why the amount of performance fees should be lessened or eliminated.

7.2. Default and Remedies

If Contractor abandons or materially breaches its obligations hereunder or fails to fully and promptly comply with all of its provisions or fails to give reason satisfactory to the City for noncompliance, the City may then declare Contractor to be in default of this Agreement and notify Contractor of such default and shall provide Contractor with thirty (30) days to cure such default. If Contractor fails to cure such default in a timely manner, the City may thereafter give notice of termination to Contractor and its surety. Upon receipt of any such notice, this Agreement shall terminate.

8. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, by certified mail, or by air courier, and if given personally or by mail, shall be deemed sufficiently given if addressed to the City or to Contractor at the following address:

The City: City of College Place
 625 S College Ave.
 College Place, WA 99324
 Attn: City Administrator

To Contractor: Basin Disposal of Washington, LLC
 2021 North Commercial Avenue
 P.O. Box 3850
 Pasco, WA 99302-3850
 Attn: Darrick Dietrich

Mailed notices shall be deemed given on the fifth (5th) business day following deposit in the United States mail, certified postage prepaid. Notices delivered personally or by air courier shall be deemed given upon receipt. Either party may by written notice to the other specify a different address for notice purposes.

9. INSURANCE AND BOND REQUIREMENTS

9.1. General Insurance Requirement

Contractor shall procure and maintain, at its sole expense, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services provided under this Agreement by Contractor, its agents, representatives, employees or subcontractors, as provided in this Section 9. Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

9.2. Minimum Scope of Insurance

Contractor shall obtain insurance that meets or exceeds the following requirements:

- (i) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. The policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under Contractor's Automobile Liability insurance policy with respect to the work performed for the City.
- (ii) Commercial General Liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85, or its equivalent. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
- (iii) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (iv) Hazardous Waste Hauling. To the Automobile Liability Minimum Scope of Insurance, Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

9.3. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

- (i) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.
- (ii) Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

9.4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions in excess of \$50,000 must be declared to and approved by the City, which approval shall not be unreasonably withheld. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

9.5. Other Insurance Provisions

The insurance policies shall contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability:

- (i) Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees and agents. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of Contractor's insurance and shall not contribute with it.
- (ii) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (iii) Contractor's insurance shall be endorsed to state that coverage shall not be cancelled unless the City is given prior written notice as provided under RCW 48.18.290.

9.6. Acceptability of Insurers

Contractor shall secure insurance policies from insurers with a current A.M. Best rating of not less than A:VII.

9.7. Verification of Coverage

Contractor shall furnish the City with original certificates including, but not necessarily limited to, the additional insured endorsements, evidencing the insurance policies required pursuant to this Article 9 prior to the Commencement Date.

9.8. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor before commencement of the work. All coverages for subcontractors shall be subject to the same insurance requirements as stated herein for Contractor.

9.9. Performance Bond/Surety

Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond or bonds, letter of credit or other similar instrument acceptable to and approved in writing by the City in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00). The bond, letter of credit or other similar instrument shall be issued for a period of not less than one year, and Contractor shall provide a new bond, letter of credit or similar instrument, and evidence satisfactory to the City of its renewability, not less than sixty (60) days prior to the expiration of the bond, letter of credit or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit or other similar instrument in full in the event its renewal is not confirmed at least five (5) days before its expiration.

10. GENERAL TERMS

10.1. Indemnification

10.1.1. Indemnify and Hold Harmless

Contractor shall indemnify, hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense thereof, or injuries, sickness or death to persons, or damage to property, which is caused by or arises out of Contractor's exercise of duties, rights and privileges granted by the Agreement, provided, however, that Contractor's obligation to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from concurrent willful or negligent acts or actions of Contractor and the City shall apply only to the extent of Contractor's negligence.

10.1.2. Notice to Contractor; Defense

In the event an action is brought against the City for which indemnity may be sought against Contractor, the City shall promptly notify Contractor in writing. Contractor shall have the right to assume the investigation and defense, including the employment of counsel and the payment of all expenses. On demand of the City, Contractor shall at its own cost and expense defend, and provide qualified attorneys reasonably acceptable to the City to defend, the City, its officers, employees, agents and servants. The City shall fully cooperate with Contractor in its defense of the City, including consenting to all reasonable affirmative defenses and counterclaims asserted on behalf of the City. The City may employ separate counsel and participate in the investigation and defense, but the City shall pay the fees and costs of that counsel unless Contractor has agreed otherwise. Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this section, and if the City employs separate counsel the City shall assert all defenses and counterclaims reasonably

available to it.

10.1.3. Industrial Insurance Immunity Waiver

With respect to the obligations to hold harmless, indemnify and defend provided for herein, as they solely relate to claims against the City, its elected officials, officers, employees, agents and representatives, Contractor agrees to waive Contractor's immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death suffered by Contractor's employees that is caused by or arises out of Contractor's negligent exercise of rights or privileges granted by the Agreement.

10.2. Transfer of the Contract

10.2.1. Assignments, Subcontracts and Delegations

Contractor shall not assign or subcontract any of the work or delegate any of its duties under this Agreement without the prior written approval of the City and submittal of proof of insurance coverage. When requested, approval by the City of a subcontract or assignment shall not be unreasonably withheld. In the event of an assignment, subcontracting or delegation of duties, Contractor shall remain responsible for the full and faithful performance of this Agreement and the assignee, subcontractor, or other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken. In addition, the assignee, subcontractor or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Agreement.

10.2.2. Changes in Control

If Contractor is a corporation, limited liability company or limited liability partnership, then any transfer of this Agreement by merger or consolidation, or any change in the ownership of, or power to vote, the majority or controlling interest of its outstanding voting stock, membership interest, or limited partnership interests, or in the controlling interest at any tier in the ownership structure of Contractor, or change of the manager or general partner for LLCs and LPs, respectively, shall constitute an assignment for the purpose of this section. If Contractor is a partnership, then any transfer of any partnership interest shall constitute an assignment for the purpose of this section. Any transfer of this Agreement by (i) merger or consolidation, (ii) any change in the ownership of, or power to vote, the majority or controlling interest of its outstanding voting stock, membership interest or limited partnership interest, as applicable, (iii) any entity succeeding in the business and assets of Contractor, (iv) any transfer to an entity that controls or is under common control with Contractor, or (v) any transfer to a

subsidiary or affiliate shall not be considered an assignment requiring the City's consent, provided however, that in each case described above such entity has equal or greater financial net worth than Contractor on the date of transfer, such entity remains in the control of Darrick Dietrich, the transferee assumes all obligations under this Agreement and that written notification of the transfer, including a copy of the transfer documentation, is provided to the City at least fifteen (15) days prior to the transfer. For purposes of this section, the term "control" shall mean ownership of more than 50% of the outstanding voting stock, membership interest or partnership interest.

10.3. Legal

10.3.1. Laws to Govern/Venue

This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Venue shall be in Superior Court in the State of Washington for Walla Walla County.

10.3.2. Attorney Fees

If either party shall bring any action or demand for arbitration for relief against the other party, declaratory or otherwise, arising out of this Agreement, the losing party shall pay the successful party a reasonable sum for attorneys' fees which shall be deemed to have accrued on the commencement of such action or arbitration and shall be paid whether or not such action or arbitration is prosecuted to judgment.

10.3.3. Arbitration

In the event there is a dispute between the parties which cannot be resolved by the parties within thirty (30) days of the date of such dispute arising, either party may submit that dispute to binding arbitration and shall notify the other party in writing of its demand for arbitration. Within five (5) days of the date of the demand the parties shall agree upon an arbitrator. If they cannot so agree, an arbitrator shall be appointed by the American Arbitration Association. The arbitrator shall have the authority to have argument submitted either in writing, orally, or both. The arbitrator shall render a decision, which shall be final and binding upon the parties within sixty (60) days of his or her appointment. The cost of arbitration shall be borne equally by the parties, unless the arbitrator finds that a party has not acted in good faith, in which case, he or she may award costs and attorney's fees to the other party.

10.4. Compliance With Laws

Contractor shall comply with all applicable federal, state, county, and local laws, statutes, rules, regulations or ordinances, including without limitation, all health and

environmental regulations and standards applying to the collection, transport and disposal of Solid Waste. Contractor shall also comply with all applicable requirements of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and the standards and regulations issued pursuant to these statutes from time-to-time.

10.5. Non-Discrimination

Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor understands and acknowledges that if it violates this non-discrimination provision and fails to cure such violation to the satisfaction of the EEOC or state agency having jurisdiction, including without limitation, compliance with all terms and conditions set forth in a settlement agreement, this Agreement may be terminated by the City with thirty (30) days prior written notice.

10.6. Permits and Licenses

Contractor shall secure all necessary business permits and licenses necessary to provide the Solid Waste services described herein. Contractor shall duly pay all applicable taxes, fees and charges incurred, including, but not limited to, license fees and all federal, state, regional, county and local taxes and fees, including income taxes, property taxes, permit fees, operating fees, business and occupation taxes, workers' compensation and unemployment benefits, surcharges of any kind that apply to any and all persons, facilities, property, income, equipment, materials, supplies or activities related to Contractor's services provided under the Agreement.

10.7. Relationship of Parties

The City and Contractor expressly acknowledge that the relationship between Contractor and the City shall at all times be as an independent contractor of the City. No agent, employee, servant or representative of Contractor shall be deemed to be an employee, agent, servant or representative of the City.

10.8. Bankruptcy

If (i) Contractor makes any general arrangement or assignment for the benefit of creditors; (ii) Contractor becomes a "debtor" as defined in 11 U.S.C. § 101 or any successor statute (unless, in the case of a petition filed against Contractor, the same is dismissed within ninety (90) days); or (iii) the appointment of a trustee or receiver to take possession of substantially all of Contractor's assets, where possession is not restored to Contractor within ninety (90) days, the City may terminate this Agreement upon giving Contractor written notice thereof. In the event that any provision of this section is contrary to any applicable law, such provision shall be of no force or effect.

10.9. Right to Renegotiate or Amend

The City shall retain the right to renegotiate this Agreement or negotiate an amendment based on subsequent changes in and to federal, state, county or city laws, regulations or policies that materially modify the terms and conditions of this Agreement, provided however, that the City may not modify the Rate Schedule or the terms by which service rates are determined. This Agreement may be amended, altered or modified only by a written amendment, alteration or modification, executed by authorized representatives of the City and Contractor.

10.10. Force Majeure

10.10.1 Force Majeure Events

If any Force Majeure event occurs that is not in the direct control of Contractor and which results in a detrimental effect or a material hardship to Contractor in the performance of this Agreement, Contractor may request to make an adjustments to one or more of the Solid Waste service rates or other fees included in the Rate Schedule by providing written notice to the City together with an explanation of the need for such rate adjustments arising from such Force Majeure event. Contractor shall submit such written request not more than ninety (90) days and not less than sixty (60) days prior to the proposed effective date of the requested service rate change, and the City shall promptly consider such proposed rate change. If the City requires review of Contractor's financial or other proprietary information in conducting its rate review, at the request of Contractor, the City shall retain a third party to review such information at Contractor's expense, provided however, that Contractor may require such third party to execute a commercially reasonable confidentiality agreement. Any such additional financial review costs shall be considered allowable business expenses for future rates adjustment purposes.

10.10.2 Force Majeure Occurrences of Non-Default

Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Agreement if Contractor's performance is prevented or delayed by acts of terrorism, acts of God including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, wars, blockades, public riots, explosions, unavailability of required materials or disposal restrictions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Agreement, Contractor shall promptly give the City written notice of the Force Majeure event, describing it in reasonable detail. Contractor's obligations under this Agreement shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure event and only for the period during which the

Force Majeure event exists.

10.11. Illegal Provisions/Severability

If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

10.12. Waiver

No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

10.13. Entirety

This Agreement and the exhibits attached hereto represent the entire agreement of the City and Contractor with respect to the services to be provided under this Agreement. No prior written or oral statement or proposal shall alter any term or provision of this Agreement except as provided herein.

[The remainder of this page is left intentionally blank.]

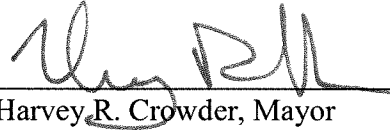
WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

BASIN DISPOSAL of Washington, LLC



Darrick Dietrich, Member

CITY OF COLLEGE PLACE



Harvey R. Crowder, Mayor

ATTEST



Lisa R. Neissl, City Clerk

Exhibit A

Definitions

Agricultural Processed Waste: “Agricultural Processed Waste” means any waste which consists exclusively of the remainder and residue of processed fruit or vegetables.

Biomedical Waste: “Biomedical Waste” has the same meaning set forth in WAC 480-70-041.

Bulky Materials: “Bulky Materials” means bags, boxes, or bundles, or empty carriers, cartons, boxes, crates, etc., or materials offered for disposal, all of which may be readily handled without shoveling (not loose, uncontained materials). Individual items shall not exceed two feet by two feet by five feet (2' x 2' x 5') in dimension, and not weight more than 65 pounds.

Charge: “Charge” means a set flat fee for performing a service. Or, the result of multiplying a rate for a unit times the number of units transported.

City: “City” means the City of College Place, Walla Walla County, Washington.

City Service Area: “City Service Area” means the current corporate limits of the City, excluding only those areas for which a different Solid Waste collection company is providing Solid Waste service pursuant to a pre-existing franchise or permit.

Commercial Customer: “Commercial Customer” means all non-Residential Customers, including but not limited businesses, institutions, governmental agencies, and all other users, including occupants of Residences, Mobile Home Parks, Multi-Family Complexes and Mixed-Use Buildings, of commercial-type Solid Waste collection services.

Compactor Disconnect/Reconnect Charge: “Compactor Disconnect/Reconnect Charge” means a flat fee established by the solid waste collection company for the service of disconnecting a compactor from a drop box or container before taking it to be dumped, and then reconnecting the compactor when the drop box or container is returned to the customer’s site.

Container: “Container” means any Detachable Container, Drop-Box Container, or wheeled cart owned and provided by Contractor.

Contractor: “Contractor” means Basin Disposal, Inc.

Curb or Curbside: “Curb” or “Curbside” means a location on a Residential Customer’s property within five (5) feet of a Public Street or Private Road without blocking sidewalks, driveways or on-street parking.

Customer: “Customer” means all entities or persons required to utilize Solid Waste services within the City Service Area, including property owners, property managers and tenants, or as

otherwise defined in College Place Municipal Code Chap. 8.12.

Detachable Container: “Detachable Container” means a watertight metal or plastic Container equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and that is not less than one and a half (1.5) cubic yards or greater than eight (8) cubic yards in capacity.

Drop-Box Container: “Drop-Box Container” means an all-metal Container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle, transported to a disposal or recycling site, emptied and transported back to the Customer’s site.

Exercise Date: “Exercise Date” means the date that the City counter signed the Contractor’s proposal that the City requested under section 5.5 (Recyclable Materials and Green Waste) of this contract.

Gate Charge: “Gate Charge” means a flat fee charged for opening, unlocking, or closing gates in order to pick up solid waste.

Garbage: “Garbage” means all putrescible Solid Waste.

Green Waste: “Green Waste” means (i) leaves, (ii) grass, (iii) clippings of woody, as well as fleshy, plants, (iv) unflocked, undecorated holiday trees, provided however, that such materials shall be less than six (6) inches in diameter, five (5) feet in length, and bundles of Green Waste shall not exceed two feet by two feet by five feet (2’ x 2’ x 5’) in dimension or sixty-five (65) pounds per bundle, and secured by degradable string or twine and not nylon or other synthetic materials.

Hazardous Waste: “Hazardous Waste” means any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act (“RCRA”) of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments (“HSWA”) of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA.
- B. Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely Hazardous Waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.
- C. Hazardous Waste shall not include any materials defined as Household Hazardous Waste.

Household Hazardous Waste: “Household Hazardous Waste” has the same meaning set forth in RCW 70.102.010(2), together with any applicable regulations promulgated by the Washington Department of Ecology pursuant thereto.

Loose Material: “Loose Material” means material not set out in bags or containers, including materials that must be shoveled.

Mixed Paper: “Mixed Paper” means magazines, junk mail, phone books, bond or ledger grade paper, cardboard, paperboard packaging, paper cups and other fiber-based materials meeting industry standards, but excluding tissue paper, paper towels, food-contaminated paper or paper packaging combined with plastic, wax and foil.

Mixed-Use Building: “Mixed-Use Building” means a structure inhabited by both Residential and Commercial Customers.

Mobile Home Park: “Mobile Home Park” shall mean a parcel of land which has been planned, improved or is currently used for the placement of mobile homes and contains more than one (1) mobile home lot. Mobile Home Parks shall be billed collectively for collection service.

Multi-Family Complex: “Multi-Family Complex” means a multiple-unit Residence with three or more attached units and billed collectively for collection service.

Packer: “Packer” means a device or vehicle specially designed to pack loose materials.

Pass Through Fees: “Pass Through Fees” means a fee collected by a solid waste collection company on behalf of a third party when the fee is billed directly to the customer without markup or markdown.

Permanent Service: “Permanent Service” means Container and drop-box service provided at the customer’s request for more than 90 days.

Private Road: “Private Road” means a privately owned and maintained right of way or access easement that allows for access by a service vehicle and that serves multiple Residences.

Public Street: “Public Street” means a public right-of-way or easement maintained by the City, County or the State and used for travel by the public.

Rate: “Rate” means a price per unit or per service. A rate is multiplied times the number of units or services.

Recyclable Materials: “Recyclable Materials” means materials consisting of aluminum cans and foil; corrugated cardboard; tin cans; recyclable plastic containers that did not contain Biomedical Waste, Hazardous Waste or Household Hazardous Waste; Mixed Paper; newspaper; and such other materials that the City and Contractor may determine from time to time to be recyclable and are otherwise consistent with all applicable ordinances or comprehensive solid

waste plans of the City, if any.

Residence/Residential: “Residence” or “Residential” mean a living space, with a kitchen, individually rented, leased or owned.

Residential Cart: “Residential Cart” means a 64- or 96- gallon wheeled cart suitable for deposit, storage and collection of Solid Waste.

Residential Customer: “Residential Customer” means all Customers residing in a Single-Family Residences.

Service Accord: “Service Accord” means limited services that the Contractor agrees to provide to The City as described in Exhibit “E”

Single-Family Residence: “Single-Family Residence” means all one-unit houses, each living unit of a duplex if billed individually, and mobile homes that are billed for collection service individually and located on a Public Street or Private Road, and not part of a Mobile Home Park.

Solid Waste: “Solid Waste” shall have the same meaning set forth in RCW 70.95.030, but shall not include Biomedical Waste, Hazardous Waste or Household Hazardous Waste. If and when the City permits a separate collection service for Recyclable Materials and Green Waste at City’s request or under the jurisdiction of the WUTC, Recyclable Materials and Green Waste shall be deemed to be separate categories of Solid Waste where expressly provided in this Agreement.

Special Pickup: “Special Pickup” means a pick-up requested by the customer at a time other than the regularly scheduled pick-up time, that requires the special dispatch of a truck. If a special dispatch is required, the company will assess time rates established in the Contractor’s Exhibit.

Solid Waste Unit: “Solid Waste Unit” means a receptacle made of durable, corrosion-resistant, nonabsorbent material that is watertight, and has a close-fitting cover and two handles, or is a bag, box, or bundle that contains Solid Waste. A Solid Waste Unit can hold no more than thirty-two gallons or four cubic feet of Solid Waste, and weigh no more than 65 pounds when filled. In addition, a Solid Waste Unit shall not exceed two feet by two feet by five feet (2’ x 2’ x 5’) in dimension.

Unlocking: “Unlocking” means a flat fee imposed by a solid waste collection company when the company's personnel must unlock padlocks or other locking devices to perform pickup services.

WACOD: “WACOD” means “Weighted Average Cost of Disposal,” which is the means by which the parties intend to capture the Contractor’s total cost of disposal and processing costs from multiple waste streams becoming part of the total collection system as authorized by this Agreement. For example, if the collection of curbside Recyclable Materials and/or Green Waste are added to the collection of Solid Waste, the cost for each of these waste streams shall be captured under the WACOD methodology. WACOD ultimately produces the total cost, based

on the weighted average cost of each waste stream, of the disposal and processing cost component of providing the collection service, by recognizing the various cost and total tons for each contemplated waste stream.

WUTC: “WUTC” means the Washington Utilities and Transportation Commission.

City Service Area

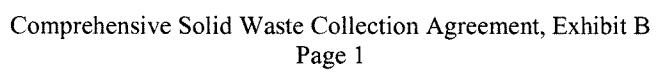


Exhibit C

Rate Schedule

COLLEGE PLACE EFFECTIVE FEB 1, 2017			
RESIDENTIAL FEES	2017 MONTHLY	SPECIAL SERVICE FEES	
DEPOSIT/SETUP FEE	\$ 8.02	GATE FEE	\$ 2.50
RESIDENTIAL 96	\$ 24.50	LOCKING CHARGE	\$ 10.82
RESIDENTIAL 64	\$ 17.90	PULL OUT (YARDS)	\$ 5.99
RESIDENTIAL 32	\$ 13.97	EXTRA YARDS	\$ 11.38
RECYCLE BIN (EACH)	\$ 4.71	EXTRA BAG/CAN	\$ 2.77
RESTART	\$ 8.98	REPLACE CART	\$ 65.00
REDELIVERY	\$ 7.85		
DEL CHG(ADD'L CAN)	\$ 9.08		
RETURN TRIP CHRG	\$ 4.77		
DRIVE IN	\$ 3.28		
CARRY OUT	\$ 1.62		
RETURN CHECK	\$ 14.92		
CHANGE SERVICE	\$ 14.89		
SMALL CONTAINERS	2017 MONTHLY	2017 TEMP SMALL CONTAINERS	
DAILY RENT - TEMP ONLY		\$ 4.54	
1YD (OR 200 GAL)	\$ 96.67	\$ 32.33	
1.5YD (OR 300 GAL)	\$ 125.09	\$ 41.73	
2YD	\$ 156.65	\$ 52.12	
3YDS	\$ 212.83	\$ 71.05	
4YDS	\$ 280.49	\$ 93.79	
4YDS 2X PER WEEK	\$ 560.98	\$ -	
4YDS COMP 2X PER WEEK	\$1,434.33	\$ -	
5YDS	\$ 329.73	\$ 110.04	
5YDS 2X PER WEEK	\$ 659.45	\$ -	
6YDS	\$ 403.39	\$ 134.72	
6YDS 2X PER WEEK	\$ 806.77	\$ -	
8YDS - TEMP ONLY	\$ -	\$ 161.76	
DELIVERY - 300g & Temp ONLY	\$ 9.39	\$ 9.29	
DROP BOXES	2017		
PREPAYMENT	\$ 250.00		
DELIVERY FEE	\$ 46.71		
MILEAGE	\$ 1.80		
PER TON	\$ 85.30		
10YD	\$ 75.44		
20 YD	\$ 130.76		
30YD	\$ 143.90		
30YD COMP	\$ 325.35		
40YD COMP	\$ 330.36		
Reycle/Winery Rates same as drop boxes above			

AFTER 5 LOADED MILES

**this line not subject to CPI - is a
direct pass thru rate**

\$2.25/DAY RENTAL

\$4.23/DAY RENTAL

\$5.11/DAY RENTAL

Exhibit D

WACOD Adjustment Formula

The following definitions apply to the calculation of the WACOD Adjustment:

If the following is true:

$$\text{Change in Volume} = (\text{TONS}_{\text{CP}} - \text{TONS}_{\text{BP}}) / \text{TONS}_{\text{BP}} \geq 5\%$$

Then, the following calculation shall be made by the Contractor:

$$\text{WACOD Adjustment} = \text{WACOD Expense} \times \text{WACOD Change}$$

The following definitions shall apply to the above formulas:

- **WACOD Expense** = the proportion of approved rates attributable to gross Solid Waste disposal expense, hereby fixed at ____%.
- **WACOD Change** = $(\text{WACOD}_{\text{CP}} - \text{WACOD}_{\text{BP}}) / \text{WACOD}_{\text{BP}}$
- **WACOD_{BP}** = $\text{MSW}_{\text{BP}} \times \text{TONS}_{\text{MSW-BP}} + \text{RCY}_{\text{BP}} \times \text{TONS}_{\text{RCY-BP}} + \text{GRN}_{\text{BP}} \times \text{TONS}_{\text{GRN-BP}}$
- **WACOD_{CP}** = $\text{MSW}_{\text{CP}} \times \text{TONS}_{\text{MSW-CP}} + \text{RCY}_{\text{CP}} \times \text{TONS}_{\text{RCY-CP}} + \text{GRN}_{\text{CP}} \times \text{TONS}_{\text{GRN-CP}}$
City Planner
- **TONS_{BP}** = $\text{TONS}_{\text{MSW-BP}} + \text{TONS}_{\text{RCY-BP}} + \text{TONS}_{\text{GRN-BP}}$
- **TONS_{CP}** = $\text{TONS}_{\text{MSW-CP}} + \text{TONS}_{\text{RCY-CP}} + \text{TONS}_{\text{GRN-CP}}$
- **MSW_{BP}** = Contractor's disposal rate for Solid Waste during the Base Period
- **TONS_{MSW-BP}** = Volume of Solid Waste collected during the Base Period
- **RCY_{BP}** = Contractor's processing rate for Recyclable Materials during the Base Period
- **TONS_{RCY-BP}** = Volume of Recyclable Materials processed during the Base Period
- **GRN_{BP}** = Contractor's processing rate for Green Waste during the Base Period
- **TONS_{GRN-BP}** = Volume of Green Waste processed during the Base Period
- **MSW_{CP}** = Contractor's disposal rate for Solid Waste during the Comparison Period
- **TONS_{MSW-CP}** = Volume of Solid Waste collected during the Comparison Period
- **RCY_{CP}** = Contractor's processing rate for Recyclable Materials during the Comparison Period
- **TONS_{RCY-CP}** = Volume of Recyclable Materials processed during the Comparison Period
- **GRN_{CP}** = Contractor's processing rate for Yard Waste during the Comparison Period
- **TONS_{GRN-CP}** = Volume of Yard Waste processed during the Comparison Period

If the City has not added separate collection services for Recyclable Materials and/or Yard Waste during the Base Period, then the values for those respective variables representing the volume of such materials will be set to zero, and shall remain zero for the term of this Agreement, i.e.:

$$\text{TONS}_{\text{RCY-BP}} = \text{TONS}_{\text{GRN-BP}} = 0$$

Until such time as the City adds separate collection service for Recyclable Materials and/or Yard Waste, the values for those respective variables representing the volume of such materials will be set to zero, i.e.:

$$\text{TONS}_{\text{RCY-CP}} = \text{TONS}_{\text{GRN-CP}} = 0$$

In either case, the volume of the Recyclable Materials and Yard Waste shall be included in the measured volume of Solid Waste until such time as the City implements such separate collections services.

Exhibit E

Rate Modification Examples

The collection and disposal components of the Customer charges listed in Exhibit C will be adjusted separately, as appropriate. The collection component of Customer charges will be adjusted annually, pursuant to this Section and as described below. The disposal component of the Customer charges listed in Exhibit C will be adjusted only if the City receives notification from the County of a pending disposal fee adjustment, and will not become effective until the new disposal charges become effective and are actually charged to the Contractor. Formulas for both collection and disposal rate adjustments are provided as follows:

Annual Rate Modification Adjustment (Section 6.3.1)

The collection component listed in Exhibit C will be increased or decreased by the amount of the CPI change:

$$NCC = PCC \times \left(1 + \frac{nCPI - oCPI}{oCPI} \right)$$

Where	NCC	The new collection charge component of the customer rate for a particular service level; and
	PCC	The previous collection charge component of the Customer rate for a particular service level; and
	nCPI	The most recent June CPI value; and
	oCPI	The CPI value used for the previous rate adjustment or, in the case of the first contract adjustment, the CPI value reported at the end of June 2010.

Adjustments to Tipping Fees and Disposal Fees (Section 6.3.2)

In the case of a disposal fee modification at the disposal facilities, the Contractor Service Rates will be adjusted as follows:

Step 1

$$DCA = CDC \times \left(1 - \frac{NDF}{ODF} \right)$$

Step 2

$$NCSR = CCSR \times (1 + DCA)$$

Where	NCSR	New Contractor Service Rates
	CCSR	Current Contractor Service Rates
	CDC	The current disposal charge component of the Contractor Service Rates, expressed as a percentage
	NDF	The new disposal fee, expressed in dollars per ton
	ODF	The old disposal fee, expressed in dollars per ton
	DCA	The Disposal Component Adjustment, expressed as a percentage

For example, using the initial one 35-gallon cart rate of \$21.09 per month: if the previous disposal fee (ODF) will increase from \$95 to \$105 per ton starting on January 1, 2012, and the current disposal component (CDC) is 35%, the January 1, 2012 New Contractor Service Rate for one 35-gallon cart per week Residential Curbside service would be:

Step 1

$$DCA = 35\% \times \left(1 - \frac{\$105}{\$95}\right) = 3.68\%$$

Step 2

$$NCSR = \$21.09 \times (1 + 3.68\%) = \$21.87$$

Thus, the new Customer charge for one 35-gallon cart per week Residential Curbside service will be \$21.87.

Exhibit F

Fuel Surcharge

**City of College
Place**

1 Base Fuel Expense

Base Fuel Expense = 3.3% *Fixed*

2 Percentage Increase in Cost of Fuel

<u>Current Fuel Price</u>	\$ <u> </u>	<i>Variable</i>
Minus <u>Base Fuel Price</u>	- \$ 3.05	<i>Fixed</i>
Equals Fuel Price Difference	= \$ -	<i>Variable</i>
Divided By <u>Base Fuel Price</u> (Line 6)	÷ \$ 3.05	<i>Fixed</i>
Equals Fuel Percent Change	= <u>0.00%</u>	<i>Variable</i>

Fuel Surcharge

3 Calculation

<u>Base Fuel Expense</u> (Line 1)	<u>3.3%</u>
Multiplied By Percent Change in Fuel Price	x <u>-</u>

Fuel Surcharge **0.00%**

Exhibit G
Curbside Recycling Provisions

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Exhibit H
Green Waste Recycling Provisions

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Exhibit I

Electronic Waste Collection Provisions
(E-Waste)

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