

Tuesday, April 9, 2024
City Council Meeting - Hybrid (In-Person & Electronic)

7:00 P.M.

#2135 Regular City Council Meeting - Hybrid (In-Person & Electronic)

In-Person at College Place 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/81771892595>

Or you may call this number to listen: 1-669-900-9128 ID# 817 7189 2595 Phone controls: *6 - toggle mute/un-mute and *9 - raise hand

1. Opening Items.

Subject :	1.01 Call To Order
Meeting :	Apr 9, 2024 - 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 :	Apr 9, 2024 - 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,](#)

Monica Boyle

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 and Virtual Comments:

Any member of the public who desires to make a public comment at the City Council meeting by telephone or remote access shall provide at least 24 hours notice (excluding weekends and holidays) prior to the start of the meeting at which the member of the public wants to make a comment, notify the City Clerk or designee in writing or by direct verbal communication of their desire to make a comment. Those notice shall include the member's first and last name, address or place of residence, and the topic or topics the comment will touch upon.

- 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 24071 - Approve Agenda for April 9, 2024
Meeting :	Apr 9, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to Approve Agenda for April 9, 2024.

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 24072 - Approve Council Minutes from March 12, 2024
Meeting :	Apr 9, 2024 - City Council Meeting - Hybrid (In-Person

& Electronic)

Category : 2. Consent Agenda.
Access : Public
Type : Action (Consent), Minutes
Recommended Action : Motion to Approve Council Minutes from March 12, 2024.

File Attachments

[2024-3-12_Council_Meeting_Minutes_Draft.pdf \(757 KB\)](#)

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 24073 - Approve Council Workshop Minutes from April 2, 2024
Meeting : Apr 9, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category : 2. Consent Agenda.
Access : Public
Type : Action (Consent), Minutes
Recommended Action : Motion to Approve Council Workshop Minutes from April 2, 2024.

File Attachments

[2024-4-2_Council_Workshop_Minutes_Draft_BoardDocs® Plus.pdf \(739 KB\)](#)

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 : 2.04 AB 24074 - December Financials
Meeting : Apr 9, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category : 2. Consent Agenda.
Access : Public

Type :	Action (Consent)
Preferred Date :	Apr 09, 2024
Recommended Action :	Motion to approve the December 2023 check register and financial reports.

Public Content

Information for Consideration:

A breakdown by checking account is as follows:

Payroll Check Numbers*:

Claims Check Numbers: 80229-80252, 108349, APA000591-APA000725, APA000747-APA000805, DFT0000790-DFT0000841, DFT0000850-DFT0000860, DFT0000871-DFT0000873, DFT0000882, DFT0000887-DFT0000890, DFT0000893-DFT0000907, DFT0000957, DFT0000967-DFT0000968, DFT0000970, DFT0000975, DFT0000988-DFT0000995, DFT0000998-DFT0000999, DFT0001001-DFT0001002, DFT0001279

Travel Advance Check Numbers*:

*The check numbers were verified to certify that the beginning check numbers were correct and that there are no check numbers missing or not listed on the register.
Skipped checks due to being burned in the new system.

Claims & Benefits: \$2,478,701.49
Payroll: \$286,661.42
Total Expenses Paid: \$2,765,362.91

File Attachments

[December 2023 Financials.pdf \(5,780 KB\)](#)

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 :	2.05 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.
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Meeting :	Apr 9, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
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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.

Subject : 3.01 AB 24075 - Gunnerson Consulting - Cell Site and Lease Consulting Services - Ms. Culwell
Meeting : Apr 9, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category : 3. Presentations.
Access : Public
Type : Discussion, Information

Public Content

Historical Perspective:

The City currently leases space/property on the City's water tower located at 218 SE 4th Street, between SE Birch Avenue and SE Date Avenue. The City receives monthly tower rental payments in the amounts and from the companies as follows:

Verizon Wireless	\$1,825.05
RCC Atlantic	\$1,520.88
AT&T	\$1,966.37
T-Mobile	\$3,549.66

Information for Consideration:

All leases were negotiated and entered into prior to current staff employment. The City has received numerous requests to add equipment to its Water Tower, turning down many due to capacity issues. Those with current leases have been in contact with staff to renegotiate current leases due to 5G development, (with 5G, telecommunication companies no longer need equipment on the Water Tower and/or wish to continue to "hold" the current space they have,

but not actually utilize the space for their needs). One lessee has offered the following: 1. terminate the lease and remove all equipment; or 2. pay significantly less per month to hold the space, but not use it; or 3. purchase a permanent easement for the space for a lump sum.

Current staffing levels do not permit necessary comprehensive lease assessment, negotiation, and administration. After researching the issues presented with the Water Tower use leases and consultation with other cities, staff reached out to Gunnerson Consulting to provide information about their services, the City's needs, and whether having Gunnerson represent the City and provide lease administration services would be beneficial to the City and serve the public.

Staff met with Bryon Gunnerson and Bret Reall from Gunnerson to discuss the City's needs regarding Water Tower leasing administration. After the meeting, City Staff requested Gunnerson present their services and opinions regarding the City's concerns to City Council. Provided with this content is the standard service agreement and a Statement of Qualifications highlighting work they have performed.

Additional information can be found at www.gunnersonconsulting.com

File Attachments

[Standard Service Agreement - Gunnerson Consulting.pdf \(203 KB\)](#)
[Gunnerson Consulting Statement of Qualifications.pdf \(2,499 KB\)](#)

Subject :	3.02 AB 24076 - SPAR Indigent Defense Services - Ms. Culwell
Meeting :	Apr 9, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	3. Presentations.
Access :	Public
Type :	Discussion

Public Content

Historical Perspective:

In February 2021, the Washington State Supreme Court ruled in *State v. Blakely* that the state's felony drug possession statute was unconstitutional. In response, state Legislature considered various "fixes" to the unconstitutional statute to ensure constitutionality while adequately regulating simple drug possession. The Legislature, in July 2021 adopted a temporary fix to expire July 1, 2023. This fix required law enforcement refer suspects of simple possession to assessment and treatment for the individual's first two simple possession arrests. On the third arrest, the individual could then be charged and prosecuted. With no way to track suspects, cases and referrals, simple possession went unprosecuted for the most part until a permanent fix effective July 1, 2023 was in place. The law now makes possession and public use of counterfeit or controlled substances, and "hard" drugs such as fentanyl and other opioids, methamphetamine, heroin, and cocaine a gross misdemeanor. In changing the classification of the crime of simple possession from a felony to a gross misdemeanor created a large shift in the criminal justice system in that felonies are prosecuted by the state - county prosecutors prosecute felonies in superior court - and misdemeanors and gross misdemeanors are

prosecuted in district court. The simple possession cases occurring within city limits are now handled by the City Prosecutor rather than the Walla Walla County Prosecuting Attorney's Office.

Recognizing this shift creates additional work load for cities and district courts, the Legislature appropriated funds to the Washington State Office of Public Defense (OPD) to support indigent defense costs for prosecuting simple possession and public drug use. Called the Simple Possession Advocacy and Representation (SPAR) Program, PD is distributing the funds via grant which funds:

1. Compensation for Attorney Representation on Qualifying Cases*;
2. Compensation for Attorney Consultation on Qualifying Cases;
3. Support staff time devoted to assisting and supporting attorney Representation and Consultation on Qualifying Cases;
4. Investigation costs associated with Qualifying Cases;
5. Expert services associated with Qualifying Cases; and
6. Compensation for Attorney Representation and Consultation on Appealed Cases.

*"Qualifying Cases" means: cases where defendants are facing charges or are charged with simple possession or public use of a controlled substance, counterfeit substance, or legend drugs, (RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030 (1)).

The City applied for and was awarded \$41,250 for the period of August 15, 2023 - June 30, 2024 and \$41,250 for the period of July 1, 2024 - June 30, 2024.

Information for Consideration:

In response to the grant, the City advertised requests for qualifications to provide indigent defense for SPAR Qualifying Cases. The City received one response from The Cortez Law Offices consisting of attorney Rachel Cortez and attorney Rebecca Lemon. The Cortez Law Offices currently hold the City's contract for indigent defense services (for all criminal cases). Cortez Law did not provide a proposed rate for SPAR services, however after researching and analyzing information regarding average flat and/or hourly rate for misdemeanor indigent defense costs and the proposed Walla Walla County Community Court*, the City offered the rate of \$1000 per case and \$190/hour after first 5 hours (can't double count court time). Cortez Law agreed with the rate. The City anticipates total annual case count of approximately 25-35 cases and believes the grant will cover all costs associated with the provisions of these services. If the City awards the SPAR contract to Cortez Law, should the funds run out, any additional work or cases could be handled through the existing contract (set monthly amount). The City could insist on language providing for this transfer in the SPAR contract. There should be no objection as Cortez Law will be handling fewer cases pursuant to the agreement currently in effect.

Staff recommends the City approve awarding the SPAR funded indigent defense services agreement to Cortez Law at the rate of \$1000 per case and \$190/hour after first 5 hours of service.

File Attachments

[OPD SPAR Program Grant Info.pdf \(974 KB\)](#)

[2024 SPAR Application FINAL.docx.pdf \(1,117 KB\)](#)

[City of College Place SPAR Agreement GRT24053 - signed.pdf \(308 KB\)](#)

[Rachel Cortez Proposal.pdf \(7,631 KB\)](#)

[RCW 69.41.030 Sale, delivery, possession, or use of legend drug without prescription or order prohibitedExceptionsPenaltyReferral to assessment and services_.pdf \(168 KB\)](#)

[RCW 69.50.4014 Possession of forty grams or less of cannabisPenaltyReferral to assessment and services_.pdf \(102 KB\)](#)

[RCW 69.41.030 Sale, delivery, possession, or use of legend drug without prescription or order prohibitedExceptionsPenaltyReferral to assessment and services_.pdf \(168 KB\)](#)

[Cortez_Law_Indigent_Defense_2020-10-27.pdf \(376 KB\)](#)

[SPAR PROGRAM INDIGENT DEFENSE SERVICES AGREEMENT.pdf \(237 KB\)](#)

Subject :	3.03 AB 24077 - Conflict Indigent Defense Services - First Amendment to Contract - Ms. Culwell
Meeting :	Apr 9, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	3. Presentations.
Access :	Public
Type :	Discussion

Public Content

Historical Perspective:

The City is constitutionally required to provide competent criminal defense services for all indigent individuals charged by the City with a crime. The City contracts with Attorney Rachel Cortez to perform said services. Attorney Cortez cannot provide required services if she, her firm, or any associate attorneys have a conflict as defined by the Washington State Rules of Professional Conduct for Attorneys. In such cases, the City is obligated to provide for a Conflict Public Defender. On February 26, 2019, the City executed an agreement with Walla Walla law firm Ponti & Wernette P.S. to provide Conflict Public Defense services. A copy of the Agreement is provided with this content.

The base per case rate paid to Ponti & Wernette was \$350 per case and \$150 per hour for trial and appeal services.

Ponti & Wernette notified the City that it desired to terminate the Agreement. In response, the City requested qualifications to fulfill the service from Walla Walla County Bar Association members and did not receive any satisfactory responses. City staff reached out to Ponti & Wernette to negotiate a rate and term to extend the agreement.

Information for Consideration:

After researching qualified attorneys available in Walla Walla County and past and current rates paid and expected future rates to be paid for performing indigent defense services in the community, staff believes the agreed upon rate is appropriate to ensure the City complies with state and federal constitutions and provides the public with efficient and effective services.

Staff also believes it appropriate for the City to compensate the Conflict Public Defender at the same rate for SPAR Program Qualified Cases as the City pays pursuant to the SPAR Indigent Defense Services proposed Agreement with Attorney Rachel Cortez. A copy of the City's Agreement with the Washington State Office of Public Defense explaining the SPAR Program is provided with this content. A copy of the proposed SPAR Indigent Defense Services Agreement is provided with this content.

Staff will recommend approving the First Amendment to the Contract for Conflict Public Defense Service. A copy of the draft Amendment is included with this content.

File Attachments

[Ponti Wernette Conflict Public Defender Agreement 2019-02-26.pdf \(589 KB\)](#)

[City of College Place SPAR Agreement GRT24053 - signed.pdf \(308 KB\)](#)

[FIRST AMENDMENT TO CONTRACT FOR CONFLICT PUBLIC DEFENDER.pdf \(134 KB\)](#)

4. Public Hearings - None

5. Action Items.

Subject :	5.01 AB 24078 - SPAR Indigent Defense Services Agreement - Ms. Culwell
Meeting :	Apr 9, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to Approve Resolution 24-020 Authorizing the Mayor to Execute the SPAR Program Indigent Defense Services Agreement.

Public Content

Historical Perspective:

In February 2021, the Washington State Supreme Court ruled in *State v. Blakely* that the state's felony drug possession statute was unconstitutional. In response, state Legislature considered various "fixes" to the unconstitutional statute to ensure constitutionality while adequately regulating simple drug possession. The Legislature, in July 2021 adopted a temporary fix to expire July 1, 2023. This fix required law enforcement refer suspects of simple possession to assessment and treatment for the individual's first two simple possession arrests. On the third arrest, the individual could then be charged and prosecuted. With no way to track suspects, cases and referrals, simple possession went unprosecuted for the most part until a permanent fix effective July 1, 2023 was in place. The law now makes possession and public use of counterfeit or controlled substances, and "hard" drugs such as fentanyl and other opioids, methamphetamine, heroin, and cocaine a gross misdemeanor. In changing the classification of the crime of simple possession from a felony to a gross misdemeanor created a large shift in the criminal justice system in that felonies are prosecuted by the state - county prosecutors prosecute felonies in superior court - and misdemeanors and gross misdemeanors are prosecuted in district court. The simple possession cases occurring within city limits are now handled by the City Prosecutor rather than the Walla Walla County Prosecuting Attorney's Office. Recognizing this shift creates additional work load for cities and district courts, the Legislature appropriated funds to the Washington State Office of Public Defense (OPD) to support indigent defense costs for prosecuting simple possession and public drug use. Called the Simple Possession Advocacy and Representation (SPAR) Program, PD is distributing the funds via grant which funds:

1. Compensation for Attorney Representation on Qualifying Cases*;
2. Compensation for Attorney Consultation on Qualifying Cases;
3. Support staff time devoted to assisting and supporting attorney Representation and Consultation on Qualifying Cases;
4. Investigation costs associated with Qualifying Cases;
5. Expert services associated with Qualifying Cases; and
6. Compensation for Attorney Representation and Consultation on Appealed Cases.

*"Qualifying Cases" means: cases where defendants are facing charges or are charged with simple possession or public use of a controlled substance, counterfeit substance, or legend drugs, (RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030 (1)).

The City applied for and was awarded \$41,250 for the period of August 15, 2023 - June 30, 2024 and \$41,250 for the period of July 1, 2024 - June 30, 2024.

Information for Consideration:

In response to the grant, the City advertised requests for qualifications to provide indigent defense for SPAR Qualifying Cases. The City received one response from The Cortez Law Offices consisting of attorney Rachel Cortez and attorney Rebecca Lemon. The Cortez Law Offices currently hold the City's contract for indigent defense services (for all criminal cases). Cortez Law did not provide a proposed rate for SPAR services, however after researching and analyzing information regarding average flat and/or hourly rate for misdemeanor indigent defense costs and the proposed Walla Walla County Community Court*, the City offered the rate of \$1000 per case and \$190/hour after first 5 hours (can't double count court time). Cortez Law agreed with the rate. The City anticipates total annual case count of approximately 25-35 cases and believes the grant will cover all costs associated with the provisions of these services. If the City awards the SPAR contract to Cortez Law, should the funds run out, any additional work or cases could be handled through the existing contract (set monthly amount). The City could insist on language providing for this transfer in the SPAR contract. There should be no objection as Cortez Law will be handling fewer cases pursuant to the agreement currently in effect. Staff recommends the City approve awarding the SPAR funded indigent defense services agreement to Cortez Law at the rate of \$1000 per case and \$190/hour after first 5 hours of service.

File Attachments

[OPD SPAR Program Grant Info.pdf \(974 KB\)](#)

[Res_No_24-020_SPAR_Program_Indigent_Defense_Rachel_Cortez_Law_2024-4-9.pdf \(252 KB\)](#)

Subject :	5.02 AB 24079 - Amendment to Contract for Conflict Public Defender Services - Ms. Culwell
Meeting :	Apr 9, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to Approve Resolution No 24-021 Authorizing the Mayor to Execute the First Amendment to Contract for Conflict Public Defender Services

Public Content

Historical Perspective:

The City is constitutionally required to provide competent criminal defense services for all indigent individuals charged by the City with a crime. The City contracts with Attorney Rachel Cortez to perform said services. Attorney Cortez cannot provide required services if she, her firm, or any associate attorneys have a conflict as defined by the Washington State Rules of Professional Conduct for Attorneys. In such cases, the City is obligated to provide for a Conflict Public Defender. On February 26, 2019, the City executed an agreement with Walla Walla law firm Ponti & Wernette P.S. to provide Conflict Public Defense services. A copy of the Agreement is provided with this content.

The base per case rate paid to Ponti & Wernette was \$350 per case and \$150 per hour for trial and appeal services.

Ponti & Wernette notified the City that it desired to terminate the Agreement. In response, the City requested qualifications to fulfill the service from Walla Walla County Bar Association members and did not receive any satisfactory responses. City staff reached out to Ponti & Wernette to negotiate a rate and term to extend the agreement.

Information for Consideration:

After researching qualified attorneys available in Walla Walla County and past and current rates paid and expected future rates to be paid for performing indigent defense services in the community, staff believes the agreed upon rate is appropriate to ensure the City complies with state and federal constitutions and provides the public with efficient and effective services.

Staff also believes it appropriate for the City to compensate the Conflict Public Defender at the same rate for SPAR Program Qualified Cases as the City pays pursuant to the SPAR Indigent Defense Services proposed Agreement with Attorney Rachel Cortez. A copy of the City's Agreement with the Washington State Office of Public Defense explaining the SPAR Program is provided with this content. A copy of the proposed SPAR Indigent Defense Services Agreement is provided with this content.

Staff recommends approval of the First Amendment to the contract.

File Attachments

[Ponti_Wernette_Conflict_Public_Defender_Agreement_2019-02-26.pdf \(589 KB\)](#)

[City of College Place SPAR Agreement GRT24053 - signed.pdf \(308 KB\)](#)

[SPAR PROGRAM INDIGENT DEFENSE SERVICES AGREEMENT \(1\).pdf \(237 KB\)](#)

[Res_No_24-021_Contract_for_Conflict_Public_Defender_2024-4-9.pdf \(312 KB\)](#)

Subject :	5.03 AB 24080 - Contract Amendment for Wastewater Treatment Plant Phase 1 Design - Mr. Rizzitiello
Meeting :	Apr 9, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Apr 09, 2024
Absolute Date :	Apr 09, 2024
Fiscal Impact :	Yes
Dollar Amount :	\$500,000.00
Budgeted :	Yes
Budget Source :	Department of Ecology Grant

Recommended Action :

Motion to Authorize City Administrator to sign the Authorization for Contract Amendment for the WWTP Phase 1 project, increasing the currently authorized amount from \$1,876,700 to \$2,376,700.

Public Content

Historical Perspective:

The City of College Place owns and operates a Wastewater Treatment Plant (WWTP). The City has secured funding from the Department of Ecology (ECY) and EPA for the design and construction of upgrades to the WWTP. The City has selected J-U-B as the most qualified firm to perform design and construction phase services for this project. J-U-B has completed the design for Phase 1. The Phase 1 project is expected to be ready for construction bid advertisement in April 2024. Construction is expected to begin in early 2024 and take approximately one year to complete. This contract amendment covers the services that J-U-B will perform during construction.

Information for Consideration:

J-U-B will perform Construction Administration and Observation services during the Construction Phase. Services will include,

- Project Management
- Bid & Award
- Construction Contract Administration
- Pre-Construction Conference and Construction Progress Meetings
- Submittals and RFIs
- Clarifications and Interpretations, Field Orders, Change Orders, and Work Change Directives
- Periodic Site Visits
- Construction Observation
- Equipment testing, Start-up, and commissioning
- Record Drawings
- O&M Manual Update
- Construction Quality Assurance Plan

The contract will increase by \$500,000 from \$1,876,700 to \$2,376,700

File Attachments

[JUBContractAmendment_20240409.pdf \(1.722 KB\)](#)

Subject :	5.04 AB 24081 - Award Martin Airfield Planning Study Contract to J-U-B Engineers - Mr. Rizzitiello
Meeting :	Apr 9, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Apr 09, 2024
Absolute Date :	Apr 09, 2024
Fiscal Impact :	Yes
Dollar Amount :	\$124,300.00
Budgeted :	Yes
Budget Source :	80% State CERB Planning Grant, 20% City
Recommended Action :	Motion to approve Resolution No. 24-022 awarding Martin Airfield Planning Study contract to J-U-B Engineers for \$124,300.

Public Content

Historical Perspective:

The City annexed Martin Airfield in November 2023. The City is working with the land owner to determine the infrastructure needed to serve site.

Information for Consideration:

The City Council authorized the City Administrator to sign the grant agreement in February 2024. A RSQ was issued for consultants to complete project. The City received proposals from JUB and TD&H. Three folks graded RSQ's. JUB is the top proposal.

File Attachments

[Average Grant Ratings CERB.pdf \(402 KB\)](#)

[College Place Martin Airfield-FINAL.pdf \(2.207 KB\)](#)

[GrantManagement_CommunityDevelopment_CERBMartinAirfield_RFQ.pdf \(159 KB\)](#)

[MartinAirfieldAreaPlanningStudy_2024_JUB.pdf \(6.254 KB\)](#)

[Res_No_24-005_State_CERB_Site_Development_Grant_Acceptance_2024-2-13.pdf \(151 KB\)](#)

[Res_No_24-022_Award_Martin_Airfield_Planning_Study_2024-4-9.pdf \(152 KB\)](#)

Subject :	5.05 AB 24082 - Accept Federal SS4A Grant Agreement - Safe Streets For All Action Plan - Mr. Rizzitiello
Meeting :	Apr 9, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)

Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Apr 09, 2024
Absolute Date :	Apr 09, 2024
Fiscal Impact :	Yes
Dollar Amount :	\$128,100.00
Budgeted :	Yes
Budget Source :	80% Federal DOT SS4A Grant; 20% City
Recommended Action :	Motion to approve Resolution No. 24-023 accepting Federal SS4A Planning Grant Agreement.

Public Content

Historical Perspective:

In 2023 the City successfully submitted a grant application for a Safe Streets For All Action Plan.

Information for Consideration:

The Grant is \$102,480. The plan will update and act as a culmination merging together Blue Zones Complete Street Plans, ADA Transition Plan, and Local Road Safety Plan efforts. This new grant program from the Federal Department of Transportation has a planning and a implementation element. The implementation can be on all roads. Not just Federal Classified Roads. This will allow us to pursue these funds.

File Attachments

[FY23 SS4A Grant Agreement City of College Place WA Final.pdf \(259 KB\)](#)

[Res_No_24-023_Accept_Federal_SS4A_Action_Plan_Grant_2024-4-9.pdf \(147 KB\)](#)

Subject :	5.06 AB 24083 - Acceptance of Transportation Improvement Board (TIB) Complete Street Early Opportunity Grant NE Rose Street Lighting - Mr. Rizzitiello
Meeting :	Apr 9, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Apr 09, 2024
Absolute Date :	Apr 09, 2024

Fiscal Impact :	Yes
Dollar Amount :	\$487,160.00
Budgeted :	Yes
Budget Source :	TIB Complete Street Grant.
Recommended Action :	Motion to adopt Resolution #24-024 which accepts State of Washington Transportation Improvement Board Complete Streets Grant Contract for NE Rose Street Pedestrian Lighting (NE Ash Ave to NE Carey Ct).

Public Content

Historical Perspective:

The College Place City Council adopted Ordinance #17-005 during the February 28th, 2017 Council meeting for Complete Streets. The College Place City Council adopted #20-018 Capital Facility Plan during the November 24th, 2020 City Council meeting.

Information for Consideration:

This proposal entails construction of pedestrian street lighting like every 180 feet on the South side of NE Rose Street from NE Ash to NE Carey Ct on the south side of the roadway. Conduits exist in this area between multiuse path and roadway to support electrical installation. Grant award is \$487,160.

File Attachments

[Grant Agreement - CSP - College Place - NE Rose Street pedestrian lights.pdf \(135 KB\)](#)
[IMG_1653.JPG \(3,396 KB\)](#)
[Map_ProposedLighting.JPG \(138 KB\)](#)
[NE Rose Street LOS Memo Aug 4 2022 RK signed.pdf \(195 KB\)](#)
[Project Funding Status Form - CSP - College Place - NE Rose Street pedestrian lights.pdf \(137 KB\)](#)
[Res_No_24-013_TIB_Early_Opportunity_Grant_Program_NE_Rose_St_Ped_Lighting_2024-2-27.pdf \(152 KB\)](#)
[Resol_No_21-037_TIB_Complete_Street_Grant_Resolution_NE_Rose_Street_Lighting_2021-07-27.pdf \(287 KB\)](#)
[Selected Letter - CSP - College Place - NE Rose Street pedestrian lights.pdf \(367 KB\)](#)
[TIB Complete Streets Early Opportunities.pdf \(2,686 KB\)](#)
[Res_No_24-024_Accept_State_TIB_Complete_Street_NE_Rose_St_Pedestrian_Lighting_2024-4-9.pdf \(149 KB\)](#)

Subject :	5.07 AB 24084 - Amendment #1 for Damson & Rose Street Project Design and Construction Administration - Mr. Rizzitiello
Meeting :	Apr 9, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public

Type :	Action
Preferred Date :	Apr 09, 2024
Absolute Date :	Apr 09, 2024
Fiscal Impact :	Yes
Dollar Amount :	\$283,095.50
Budgeted :	Yes
Budget Source :	TIB Grant Funds
Recommended Action :	Motion to authorize City Administrator to sign Amendment #1 with PBS Engineering and Environmental Inc. increasing the cost of professional services by \$283,095.50 for the NE Damson Ave and NE Rose Re-Channelization project to include additional design services as well as construction administration services.

Public Content

Historical Perspective:

The City has an existing professional services contract with PBS Engineering and Environmental Inc. (PBS) for \$145,659.91 to design the NE Damson Ave reconstruction project. This project is Funded by the state Transportation Improvement Board (TIB). The City also has an agreement for engineering services with Anderson Perry & associates, Inc. (AP) for design services for the Rose Street Re-Channelization project for \$33,144. This project was also funded by TIB and linked to the NE Damson Ave Reconstruction project. PBS has agreed to oversee the entire project. Recently, TIB agreed to fund an additional element of the project to include pedestrian lighting along Rose Street from Ash to Lambert. TIB has awarded the City another \$487,160 for that portion of the project.

The City of Walla Walla has awarded their portion of NE Rose Street Re-alignment and plans to begin construction this spring.

Information for Consideration:

PBS has provided Amendment #1 to include construction administration services including project management, meetings, processing change orders, site visits, inspections, and closeout documents for Damson and Rose St re-alignment in the amount of \$182,058, as well as design and construction administration services for the pedestrian lighting along Rose Street in the amount of \$101,037.50. The total amendment is for \$283,095.50 and includes the rest of design and all construction administration costs for all portions of the project.

File Attachments

[NEDamsonAveReconst-NERoseStReChannel-Amend 1Fee.pdf \(61 KB\)](#)

[NERosePedLighting-Amend 1Fee.pdf \(61 KB\)](#)

[Selected Letter - CSP - College Place - NE Rose Street pedestrian lights.pdf \(367 KB\)](#)

[78079_DamsonAve_Contract signed.pdf \(591 KB\)](#)

[Rose_Street_Roadway_Re-Channelization_Agreement.pdf \(746 KB\)](#)

[DamsonAveReconstruction-AmendmentNo1Agreement.pdf \(541 KB\)](#)

Subject :	5.08 AB 24085 - Park Plan Update - Mr. Rizzitiello
Meeting :	Apr 9, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to Approve J-U-B Engineers Agreement for \$99,300.

Public Content

Historical Perspective:

The Parks, Arbor, and Recreation Board (PAR) Meeting met on February 23, 2024 and discussed the Park Plan Update with Justin Baerlocher from J-U-B Engineers.

Information for Consideration:

The following is a list of additional items that have been added to the scope as requested by the PAR Board.

- **Include 3 Public Meetings:** The board mentioned that they want to reach out to specific neighborhoods and try to get more input on what the community wants/envisions in a park, especially the proposed three new parks. We have added three public neighborhood meetings to the scope in addition to the online survey, attendance at one public outreach event and two meetings with the PAR Board (steering committee).
- **Additional public outreach events:** the scope of work includes attendance of one public outreach event, attendance to additional events will be reviewed as requested as an additional service.
- **Public Hearing Attendance:** it was requested that we attend both the workshop and public hearing with the planning commission and city council for adoption of the final plan. This has been added to the scope.
- **Interactive Map** for the survey it was requested that we included an interactive map for comments. This has been added to the scope
- **Social media outreach** it is intended that the city would deliver content regarding the parks plan to their social media platforms.
- **Concepts** the scope was amended to included concepts for 3 new parks that will be proposed as part of the plan.

File Attachments

[TO_ParksPlan.pdf \(342 KB\)](#)

6. Administrative Reports - None

7. Informational Reports - None

8. Executive Session - None

9. Closing Items.

Subject :	9.01 Good of the Order?
Meeting :	Apr 9, 2024 - 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 :	Apr 9, 2024 - 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, March 12, 2024)

Generated by Athen Reid on Tuesday, March 12, 2024

1. Opening Items.

Procedural: 1.01 Call To Order

Mayor Hernández called the meeting to order at 7:01PM

Procedural: 1.02 Roll Call

PRESENT:

Mayor - Norma L. Hernández

Council Members – Paul Jessup; Michael Cleveland; Tito Espinoza; Loren Peterson; Melodie Williams; Heather Schermann

Staff- City Administrator, Michael Rizzitiello; City Attorney, Rea Culwell; Deputy Finance Director, Dashari Schmick; Police Chief, Troy Tomaras; City Clerk, Sherri St. Clair; Deputy City Clerk, Athen Reid

Also Present -

Monica Boyle

MEMBERS EXCUSED:

MEMBERS ABSENT:

Procedural: 1.03 Pledge of Allegiance

Information: 1.04 Public Comment - None

2. Consent Agenda.

Action (Consent): 2.01 AB 24059 - Approve Agenda for March 12, 2024

Action (Consent), Minutes: 2.02 AB 24060 - Approve Council Minutes from February 27, 2024

Action (Consent), Minutes: 2.03 AB 24061 - Approve Council Workshop Minutes from March 5, 2024

Action (Consent): 2.04 AB 24062 - Resolution to Amend City Council Rules Section 8.3

Action (Consent): 2.05 AB 24063 - Appointment Confirmation of Ben Solari to the Youth Advisory Commission

Action (Consent): 2.06 AB 24064 - November Financials

Action (Consent): 2.07 AB 24065 - Cancellation of the March 26, 2024 Council Meeting

Action (Consent): 2.08 Excused Absence of Council Member Boyle

Action (Consent): 2.09 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 Peterson made a motion to approve the consent agenda. Second by Member Jessup and the motion passed 6-0.

3. Presentations - None

4. Public Hearings - None

5. Action Items.

Action: 5.01 AB 24066 - Kiwanis Park Improvements -

Mr. McAndrews presented the winning bid for the Kiwanis Park Improvement Project; Walla Walla Electric.

Discussion ensued.

Council Member Peterson made a motion to award Kiwanis Park Improvements to Walla Walla Electric for \$66,034.16 plus roughly 15% project contingency for a total of \$75,000. Second by Member Cleveland and the motion passed 6-0.

Action: 5.02 AB 24067 - College Holding LLC Memorandum of Understanding - Stone Creek/Downtown Tax Increment Financing District -

Mrs. Culwell briefly described the details of the Memorandum of Understanding between the City and College Holding LLC.

Council Member Jessup made a Motion to adopt Resolution #24-016 which authorizes the City Administrator to sign the MOU between the City of College Place and College Holding LLC. Second by Member Schermann and the motion passed 6-0.

Action: 5.03 AB 24068 - FY 2024 Community Grant Program Recommended Allocations -

Mr. Rizzitiello presented the recommended grant recipients for the 2024 Community Grant Program including CoWalla, YWCA, Center for Humanitarian Engagement, College Place Public Schools, Common Roots Housing Land Trust, and Friends of Children Walla Walla.

Discussion ensued.

Council Member Cleveland made a Motion to adopt Resolution #24-017 allocating FY 2024 Community Grant Program Proceeds. Second by Member Williams and the motion passed 6-0.

Action: 5.04 AB 24069 - FY 2024 Summer Youth Recreation Program Provider (Walla Walla YMCA) -

Mr. Rizzitiello described the positive impact of having a Summer Youth Recreation Program, recommending Walla Walla YMCA to be the provider.

Discussion ensued.

Council Member Jessup made a Motion to adopt Resolution #24-018 awarding FY 2024 Summer Youth Recreation Provider Award to Walla Walla YMCA. Second by Member Peterson and the motion passed 6-0.

Action: 5.05 AB 24070 - Resolution of Support for Community Outdoor Athletic Facilities Grant (Kiwanis Park - North Central - Renovation:

Mr. Rizzitiello

Discussion ensued.

Council Member Peterson made a Motion to adopt Resolution #24-019 which supports application into the State Recreation Conservation Office Community Outdoor Athletic Facilities Grant Program for Kiwanis Park - North Central - Renovations. Second by Member Espinoza and the motion passed 6-0.

6. Administrative Reports - None

7. Informational Reports - None

8. Executive Session - None

9. Closing Items.

Discussion, Information: 9.01 Good of the Order? - None

Action: 9.02 Conclusion - Motion to Conclude the Meeting.

Council Member Cleveland made a motion to conclude the meeting at 7:34PM. Second by Member Williams and with no objection, the meeting concluded.

Approved:

Norma L. Hernández – Mayor

Attest:

Athen Reid - Deputy City Clerk

The foregoing minutes are the official record of the City Council meeting that occurred March 12, 2024. Further detail may be obtained by reviewing the actual audio recording made during this session.

City Council Workshop - Hybrid (In-Person & Electronic) (Tuesday, April 2, 2024)*Generated by Sherri St Clair on Tuesday, April 2, 2024***1. Opening Items.**Procedural: 1.01 Call To Order**Mayor Hernández called the workshop to order at 5:30 PM.**Procedural: 1.02 Roll Call

PRESENT:

Mayor - Norma L. Hernández

Council Members – Paul Jessup; Michael Cleveland; Loren Peterson; Melodie Williams; Heather Schermann; Monica Boyle;

Staff- Finance Director. Brian Carleton; City Attorney, Rea Culwell; Police Chief, Troy Tomaras; Police Sergeant Dylan Schmick; Deputy Finance Director, DaShari Schmick, Deputy City Clerk, Athen Reid; City Clerk, Sherri St. Clair.

Also Present -

MEMBERS EXCUSED: Tito Espinoza Jr.

MEMBERS ABSENT:

Procedural: 1.03 Pledge of AllegianceInformation: 1.04 Public Comment - None**2. Workshop Topics.**Discussion: 2.01 Regulating Public Camping -

Ms. Culwell had requested that the Mayor start with the Regulating Public Camping Workshop topic first. Ms. Culwell reminded the Council that the regulation of public camping had been previously discussed in early 2023 due to the Federal Ninth Circuit Court of Appeals decision in September of 2022 regarding the criminal punishment of sleeping in public when a person has nowhere to go. Ms. Culwell noted that College Place does not have an anti-camping ordinance and that law enforcement has utilized the City's park rules regarding trespassing. Police Sergeant Schmick reported that with the increasingly nice weather, the Police Department has seen an increase in public camping and the evidence of unlawful activity at these "camps".

Discussion Ensued.

Discussion: 2.02 Mandatory minimum sentences for repeat criminal offenders -

Ms. Culwell explained the current mandatory minimum sentences for repeat misdemeanor offenders. Currently 0 jail time and \$0 in fines across the board. Thefts and attempted thefts from Walmart have increased for College Place, and the tactics used have become more sophisticated in order to successfully steal. In the City Attorney's experience, the current criminal sentencing structure for these crimes committed by repeat offenders is insufficient to deter recidivism. Ms. Culwell refers to the code implementing increased mandatory minimums in Marysville, WA as an example of potential next steps.

Discussion Ensued.

Discussion: 2.03 Removing Building Inspection for Water Service Unit Change -

Ms. Culwell gave a brief description of the current inspection process for water customers having a multi-family or single-family dwelling unit. Per the building department, the need for physical inspection and classification verification serves little benefit to the City, and is proving unnecessary as inspection standard. Staff is seeking direction on removing this physical inspection requirement, with the stipulation that if a user falsly claims a multi-family dwelling as a single-family dwelling, then a fine and back-charges will be issued.

Discussion Ensued.

Discussion: 2.04 Downtown Public Parking -

Ms. Culwell shared that staff efforts to fulfill downtown parking needs have not yet resulted in any viable options. The lack of downtown public parking has been cited as a barrier for economic development. In May of 2023, the City passed an ordinance designating the Stone Creek/Downtown Tax Increment Area, intended to finance the purchase and development for 3-4 public parking areas. Subsequently, a lease agreement is to be drafted between the City and Walla Walla University.

Discussion Ensued.

3. Closing Items.

Discussion, Information: 3.01 Good of the Order - None

Procedural: 3.02 Conclusion

Mayor Hernández concluded the workshop to order at 7:00 PM.

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 April 2, 2024. Further detail may be obtained by reviewing the actual audio recording made during this session.

Financial Reports Descriptions

Monthly Expenditure Analysis

Summary of expenditures for the period. This report breaks out Payroll, Capital, and Debt Service expenditures. The total expenditures for the period on this report should tie out to the *Treasurer's Report Fund Totals* expenditure column.

Check Register

Detail of every check or electronic payment issued during the period. This report contains only cash items that require council approval. It does not include transactions that do not require council approval, such as interest income or bank fees. Therefore, the total of this report will not tie to the expenditures total on the *Monthly Expenditure Analysis*, *Treasurer's Report*, or *Cash Flow Report*.

Treasurer's Report, Bank Statement Report & Investment Detail Report

Fund Totals – Presents beginning fund balances, revenues for the period, expenditures for the period, ending fund balances, outstanding items, and fund balances adjusted for outstanding items.

Account Totals – Presents Cash and Investment account beginning balances, deposits, withdrawals, outstanding items, and adjusted ending balances.

Fund Investments by Account – Presents investment balances by fund. This is an allocation of the City's investments to applicable funds. The allocation is adjusted each month by the Finance Director according to fund balance. This adjustment displays in the "Purchases" and "Liquidated" columns.

Fund Investment Totals – Presents fund investments and cash allocated by fund. This report builds on the *Fund Investments by Account* report by also including cash balances.

Cash Flow Report

Shows cash in and cash out by fund for each period and year-to-date. Revenue and Expenditure totals should tie out to revenue and expenditure totals on the *Treasurer's Report Fund Totals* report.

Budget Position Report

Shows revenues and expenditures as compared to budget for the year-to-date. Excludes beginning and ending fund balances.

Totals for Credit Accounts

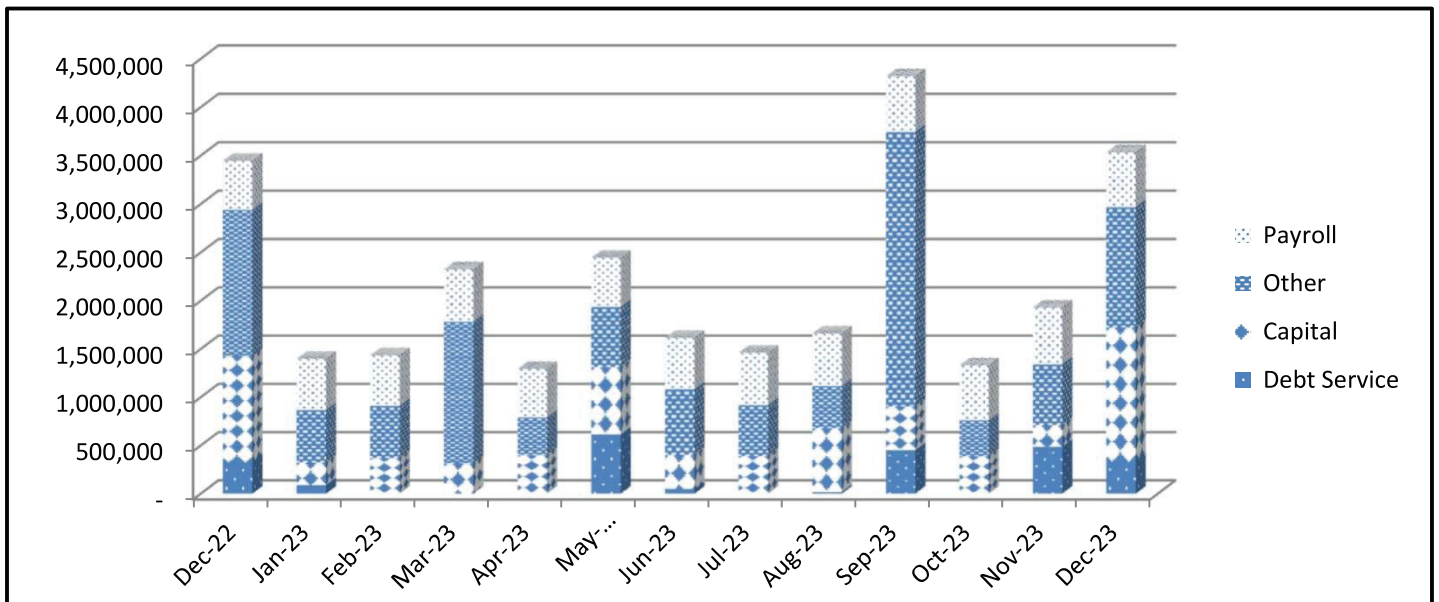
Detail of credit account transactions for the period. Reported by vendor and subtotaled by department.

City of College Place

Monthly Expenditure Analysis

Dec-23

Month	Operating Expenses		Capital	Debt Service	Total
	Payroll	Other			
Dec-23	564,605	1,245,764	1,390,103	332,939	3,533,411
Nov-23	588,393	630,484	225,475	485,370	1,929,722
Oct-23	568,291	372,438	387,783	234	1,328,745
Sep-23	573,476	2,839,849	452,481	451,826	4,317,633
Aug-23	543,829	435,696	663,709	17,234	1,660,467
Jul-23	541,376	527,641	390,550	256	1,459,823
Jun-23	532,440	678,886	354,169	48,935	1,614,430
May-23	508,788	621,384	698,337	615,313	2,443,822
Apr-23	500,086	389,518	400,622	714	1,290,939
Mar-23	541,212	1,466,309	316,311	234	2,324,065
Feb-23	523,342	540,461	370,301	234	1,434,338
Jan-23	529,217	543,236	235,580	88,752	1,396,785
Dec-22	506,417	1,511,745	1,102,124	325,800	3,446,086



Other Detail - Significant Expenditures and Related Party Transactions

Interfund Transfers	\$	1,726,775
ER&R O&M		190,394
Related Party Transactions: None		
Total Other Detail	\$	1,917,169



City of College Place, WA

CP Check Register

By Check Number

Date Range: 12/01/2023 - 12/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Bank #28-Bank #28						
Payment Type: Regular						
13453	Cota De La Cruz, Laurencio	12/07/2023	Regular	0.00	522.25	80229
13150	Gilmore, Gwyn Ann	12/07/2023	Regular	0.00	150.00	80230
393	Goodson, Jeff	12/07/2023	Regular	0.00	54.00	80231
13693	Hudgins, Charles	12/07/2023	Regular	0.00	125.00	80232
11916	John Boose	12/07/2023	Regular	0.00	54.00	80233
14832	Guse, Wyatt	12/07/2023	Regular	0.00	181.47	80234
13270	American Legal Services	12/05/2023	Regular	0.00	7.24	80235
95	College Place Fire Fighters Assn.	12/05/2023	Regular	0.00	340.00	80236
5215	IAFF Local 4203, C/O BMCU Acct. 59881001	12/05/2023	Regular	0.00	400.00	80237
3275	Marianne Barr C/O CPPD Emp Donations	12/05/2023	Regular	0.00	175.00	80238
3275	Marianne Barr C/O CPPD Emp Donations	12/05/2023	Regular	0.00	-175.00	80238
3273	Teamsters - Public Employees	12/05/2023	Regular	0.00	1,825.00	80239
12901	United Way of The Blue Mountains	12/05/2023	Regular	0.00	5.00	80240
5218	WSCFF Employee Benefit Trust	12/05/2023	Regular	0.00	600.00	80241
3275	Marianne Barr C/O CPPD Emp Donations	12/05/2023	Regular	0.00	165.00	80242
12229	Diaz, Salvador M	12/13/2023	Regular	0.00	196.01	80243
14483	Broxson, Dalton	12/13/2023	Regular	0.00	200.00	80244
14606	Clark, Camron J	12/13/2023	Regular	0.00	199.98	80245
1207	Lopez Munoz, Matilde	12/13/2023	Regular	0.00	989.60	80246
12467	Schmick, DaShari C	12/13/2023	Regular	0.00	30.51	80247
14697	Boudrieau, Brandon T	12/20/2023	Regular	0.00	-45.00	80248
Total Regular:				0.00	6,000.06	

CP Check Register

Date Range: 12/01/2023 - 12/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payment Type: Manual						
14697	Boudrieau, Brandon T	12/20/2023	Manual	0.00	45.00	80248
Total Manual:				0.00	45.00	

CP Check Register

Date Range: 12/01/2023 - 12/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payment Type: Regular						
92	City Of College Place-General	12/22/2023	Regular	0.00	5,974.28	80249
	Void	12/22/2023	Regular	0.00	0.00	80250
	Void	12/22/2023	Regular	0.00	0.00	80250
	Void	12/22/2023	Regular	0.00	0.00	80251
	Void	12/22/2023	Regular	0.00	0.00	80251
211	Postmaster	12/28/2023	Regular	0.00	1,023.77	80252
		Total Regular:		0.00	6,998.05	

CP Check Register				Date Range: 12/01/2023 - 12/31/2023		
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payment Type: Virtual Payment						
13458	Above The Line Cleaning LLC	12/12/2023	Virtual Payment	0.00	1,791.00	APA000591
503	Aramark	12/12/2023	Virtual Payment	0.00	185.83	APA000592
8191	Association Of Washington Cities	12/12/2023	Virtual Payment	0.00	3,640.00	APA000593
43	ATCO International Inc.	12/12/2023	Virtual Payment	0.00	187.00	APA000594
70	Bennett's Locksmith, LLC	12/12/2023	Virtual Payment	0.00	565.24	APA000595
699	Binder Sign & Design	12/12/2023	Virtual Payment	0.00	65.34	APA000596
11139	Blue Mountain Humane Society	12/12/2023	Virtual Payment	0.00	1,000.00	APA000597
7596	Bound Tree Medical LLC.	12/12/2023	Virtual Payment	0.00	226.14	APA000598
188	Byrnes Oil	12/12/2023	Virtual Payment	0.00	368.88	APA000599
12703	Calico Copy	12/12/2023	Virtual Payment	0.00	88.81	APA000600
13621	CBS Reporting Inc	12/12/2023	Virtual Payment	0.00	65.00	APA000601
VEN01025	Christopher Price	12/12/2023	Virtual Payment	0.00	3,045.77	APA000602
6157	CI Shred	12/12/2023	Virtual Payment	0.00	100.10	APA000603
95	College Place Fire Fighters Assn.	12/12/2023	Virtual Payment	0.00	20.00	APA000604
809	Columbia Electric Supply	12/12/2023	Virtual Payment	0.00	431.24	APA000605
10080	Connell Oil, Inc	12/12/2023	Virtual Payment	0.00	1,231.44	APA000606
100	Crown Paper & Janitorial Supply Inc	12/12/2023	Virtual Payment	0.00	511.24	APA000607
12503	Evangeline Specialties Inc	12/12/2023	Virtual Payment	0.00	8,963.52	APA000608
6036	Ferguson Enterprises, Inc.	12/12/2023	Virtual Payment	0.00	12,783.12	APA000609
13879	GNAT Enterprises	12/12/2023	Virtual Payment	0.00	240.00	APA000610
VEN01036	Gregory Drilling Inc	12/12/2023	Virtual Payment	0.00	115,625.50	APA000611
12124	HDJ, A Division of PBS	12/12/2023	Virtual Payment	0.00	17,343.00	APA000612
864	IBS Inc.	12/12/2023	Virtual Payment	0.00	196.30	APA000613
13	Imperial Supplies LLC	12/12/2023	Virtual Payment	0.00	155.59	APA000614
956	J. P. Cooke Co.	12/12/2023	Virtual Payment	0.00	150.75	APA000615
332	Jones Truck & Implement	12/12/2023	Virtual Payment	0.00	652.41	APA000616
10444	J-U-B Engineers, Inc.	12/12/2023	Virtual Payment	0.00	28,525.11	APA000617
159	KIE Supply Corporation	12/12/2023	Virtual Payment	0.00	87.44	APA000618
866	Kilmer's Auto Parts Inc.	12/12/2023	Virtual Payment	0.00	108.07	APA000619
14082	Language Line Services Inc	12/12/2023	Virtual Payment	0.00	10.36	APA000620
14687	L-C Applicators Inc.	12/12/2023	Virtual Payment	0.00	1,504.33	APA000621
9680	Les Schwab Tire Center - CP	12/12/2023	Virtual Payment	0.00	5,273.07	APA000622
VEN01031	Marques Harrer	12/12/2023	Virtual Payment	0.00	397.06	APA000623
VEN01033	Metropolitan Transportation Commission	12/12/2023	Virtual Payment	0.00	2,000.00	APA000624
194	Napa Of Walla Walla	12/12/2023	Virtual Payment	0.00	1,290.42	APA000625
436	Norco	12/12/2023	Virtual Payment	0.00	81.59	APA000626
200	One Call Concepts Inc.	12/12/2023	Virtual Payment	0.00	44.94	APA000627
13072	O'Reilly Auto Parts	12/12/2023	Virtual Payment	0.00	204.59	APA000628
9612	Outwest Printing	12/12/2023	Virtual Payment	0.00	330.32	APA000629
202	OXARC Inc	12/12/2023	Virtual Payment	0.00	98.13	APA000630
VEN01034	Pacific Northwest Emergency Equipment Co	12/12/2023	Virtual Payment	0.00	476.75	APA000631
6750	Pacific Office Automation	12/12/2023	Virtual Payment	0.00	201.95	APA000632
8695	Paging & Wireless Service Center	12/12/2023	Virtual Payment	0.00	2,580.75	APA000633
6034	Pepsi Cola Bottling of Walla Walla	12/12/2023	Virtual Payment	0.00	336.10	APA000634
207	Pitney Bowes Global Financial Serv. LLC.	12/12/2023	Virtual Payment	0.00	389.43	APA000635
8689	Port Of Walla Walla	12/12/2023	Virtual Payment	0.00	1,200.00	APA000636
216	Quality Petroleum Products Inc.	12/12/2023	Virtual Payment	0.00	12,388.95	APA000637
218	Quill Corporation	12/12/2023	Virtual Payment	0.00	26.08	APA000638
14009	Stryker Sales Corporation	12/12/2023	Virtual Payment	0.00	41.28	APA000639
13213	Systems Design West LLC	12/12/2023	Virtual Payment	0.00	1,925.08	APA000640
657	Tompkins, Gregory A.	12/12/2023	Virtual Payment	0.00	953.88	APA000641
14616	Tyler Technologies Inc	12/12/2023	Virtual Payment	0.00	3,932.09	APA000642
302	WA Association Of Building Officials	12/12/2023	Virtual Payment	0.00	105.00	APA000643
12489	WA St. Consolidated Tech. Services	12/12/2023	Virtual Payment	0.00	285.00	APA000644
565	WA St. Dept Of Transportation - SCR	12/12/2023	Virtual Payment	0.00	557.56	APA000645
324	WA St. Patrol, Accounts Receivable	12/12/2023	Virtual Payment	0.00	13.25	APA000646
299	Walla Walla City of	12/12/2023	Virtual Payment	0.00	1,445.42	APA000647
493	Walla Walla Clinic, Inc	12/12/2023	Virtual Payment	0.00	2,835.00	APA000648
566	Walla Walla County Dept Of Public Works	12/12/2023	Virtual Payment	0.00	40.00	APA000649
291	Walla Walla Electric	12/12/2023	Virtual Payment	0.00	1,029.06	APA000650

CP Check Register				Date Range: 12/01/2023 - 12/31/2023		
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
13591	Walla Walla Motors Inc.	12/12/2023	Virtual Payment	0.00	702.31	APA000651
10141	Walla Walla Regional Water Testing Services LL	12/12/2023	Virtual Payment	0.00	70.00	APA000652
11236	Walt's Plumbing & Septic Tank Service LL	12/12/2023	Virtual Payment	0.00	75.00	APA000653
4582	Webcheck Inc	12/12/2023	Virtual Payment	0.00	113.05	APA000654
572	Western States Equipment Co.	12/12/2023	Virtual Payment	0.00	1,019.07	APA000655
11369	Abadan Tri-Cities	12/31/2023	Virtual Payment	0.00	99.14	APA000656
349	Associated Appraisers of Walla Walla LLC	12/31/2023	Virtual Payment	0.00	3,950.00	APA000657
357	Blue Mountain Action Council	12/31/2023	Virtual Payment	0.00	1,378.15	APA000658
7596	Bound Tree Medical LLC.	12/31/2023	Virtual Payment	0.00	59.91	APA000659
13941	Brandhagen, David J.	12/31/2023	Virtual Payment	0.00	975.31	APA000660
188	Byrnes Oil	12/31/2023	Virtual Payment	0.00	417.70	APA000661
14045	Car Wash Partners, Inc.	12/31/2023	Virtual Payment	0.00	66.00	APA000662
5700	CH2M Hill OMI	12/31/2023	Virtual Payment	0.00	109,090.67	APA000663
809	Columbia Electric Supply	12/31/2023	Virtual Payment	0.00	409.06	APA000664
10080	Connell Oil, Inc	12/31/2023	Virtual Payment	0.00	1,053.06	APA000665
14822	Desimone Consulting LLC	12/31/2023	Virtual Payment	0.00	3,000.00	APA000666
VEN01023	EverBank, NA	12/31/2023	Virtual Payment	0.00	233.75	APA000667
14576	Examinetics, Inc	12/31/2023	Virtual Payment	0.00	2,205.00	APA000668
13879	GNAT Enterprises	12/31/2023	Virtual Payment	0.00	80.00	APA000669
13758	Governmentjobs.com	12/31/2023	Virtual Payment	0.00	7,606.95	APA000670
12124	HDJ, A Division of PBS	12/31/2023	Virtual Payment	0.00	31,652.00	APA000671
10444	J-U-B Engineers, Inc.	12/31/2023	Virtual Payment	0.00	61,995.30	APA000672
159	KIE Supply Corporation	12/31/2023	Virtual Payment	0.00	6.77	APA000673
4247	Lepiane, Dennis	12/31/2023	Virtual Payment	0.00	1,338.00	APA000674
8622	Moreno & Nelson Construction Corp.	12/31/2023	Virtual Payment	0.00	268,758.39	APA000675
436	Norco	12/31/2023	Virtual Payment	0.00	78.26	APA000676
3330	PocketiNet Communications Inc	12/31/2023	Virtual Payment	0.00	200.00	APA000677
181	Ponti & Wernette PS	12/31/2023	Virtual Payment	0.00	350.00	APA000678
12508	Public Safety Testing, Inc	12/31/2023	Virtual Payment	0.00	363.00	APA000679
12480	Pyro Spectaculars North	12/31/2023	Virtual Payment	0.00	2,250.00	APA000680
10275	RH2 Engineering, Inc.	12/31/2023	Virtual Payment	0.00	21,761.02	APA000681
14703	RWC Group	12/31/2023	Virtual Payment	0.00	129.52	APA000682
258	Total Office Concepts	12/31/2023	Virtual Payment	0.00	6,482.87	APA000683
14616	Tyler Technologies Inc	12/31/2023	Virtual Payment	0.00	1,460.90	APA000684
14577	United Rentals Inc.	12/31/2023	Virtual Payment	0.00	116.55	APA000685
10141	Walla Walla Regional Water Testing Services LL	12/31/2023	Virtual Payment	0.00	315.00	APA000686
298	Walla Walla Union-Bulletin	12/31/2023	Virtual Payment	0.00	1,536.18	APA000687
281	Walla Walla University	12/31/2023	Virtual Payment	0.00	1,610.00	APA000688
572	Western States Equipment Co.	12/31/2023	Virtual Payment	0.00	66.90	APA000689
14010	ZOLL Medical Corporation	12/31/2023	Virtual Payment	0.00	190.77	APA000690
443	123 Printing	12/31/2023	Virtual Payment	0.00	87.12	APA000691
13458	Above The Line Cleaning LLC	12/31/2023	Virtual Payment	0.00	1,791.00	APA000692
14782	Aero Precision LLC	12/31/2023	Virtual Payment	0.00	3,532.75	APA000693
348	Anatek Labs Inc	12/31/2023	Virtual Payment	0.00	500.00	APA000694
54	Anderson-Perry & Associates, Inc.	12/31/2023	Virtual Payment	0.00	2,480.36	APA000695
13740	BD College Place I LLC, Regency At The Park	12/31/2023	Virtual Payment	0.00	36,314.07	APA000696
13621	CBS Reporting Inc	12/31/2023	Virtual Payment	0.00	161.00	APA000697
330	Core & Main LP	12/31/2023	Virtual Payment	0.00	16,631.44	APA000698
11383	Cortez, Rachel Lynn	12/31/2023	Virtual Payment	0.00	4,367.88	APA000699
6036	Ferguson Enterprises, Inc.	12/31/2023	Virtual Payment	0.00	1,468.39	APA000700
11879	George Bennett	12/31/2023	Virtual Payment	0.00	300.00	APA000701
12465	GHA Technologies, Inc.	12/31/2023	Virtual Payment	0.00	1,090.26	APA000702
13879	GNAT Enterprises	12/31/2023	Virtual Payment	0.00	160.00	APA000703
831	Grassi Refrigeration HVAC, Inc.	12/31/2023	Virtual Payment	0.00	1,831.70	APA000704
652	Hays Electric, LLC	12/31/2023	Virtual Payment	0.00	1,799.53	APA000705
10444	J-U-B Engineers, Inc.	12/31/2023	Virtual Payment	0.00	101,997.19	APA000706
14397	Meier Enterprises, Inc.	12/31/2023	Virtual Payment	0.00	2,956.50	APA000707
192	New York Store, Western Outfitters Inc.	12/31/2023	Virtual Payment	0.00	329.95	APA000708
436	Norco	12/31/2023	Virtual Payment	0.00	232.70	APA000709
200	One Call Concepts Inc.	12/31/2023	Virtual Payment	0.00	36.38	APA000710
181	Ponti & Wernette PS	12/31/2023	Virtual Payment	0.00	1,750.00	APA000711

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
14390	Rhodes, Brandon L	12/31/2023	Virtual Payment	0.00	-300.00	APA000712
14390	Rhodes, Brandon L	12/31/2023	Virtual Payment	0.00	300.00	APA000712
11679	Schermann, Heather	12/31/2023	Virtual Payment	0.00	176.85	APA000713
13837	Tampa Enterprises LLC	12/31/2023	Virtual Payment	0.00	28.49	APA000714
13516	The Bancorp Bank	12/31/2023	Virtual Payment	0.00	12,816.23	APA000715
14577	United Rentals Inc.	12/31/2023	Virtual Payment	0.00	116.55	APA000716
9436	Valley Science and Engineering Inc.	12/31/2023	Virtual Payment	0.00	146.00	APA000717
315	WA St. Auditor's Office	12/31/2023	Virtual Payment	0.00	5,777.31	APA000718
324	WA St. Patrol, Accounts Receivable	12/31/2023	Virtual Payment	0.00	39.75	APA000719
326	WA St. Treasurer (Bldg. Code Fees), Office Of	12/31/2023	Virtual Payment	0.00	206.00	APA000720
13591	Walla Walla Motors Inc.	12/31/2023	Virtual Payment	0.00	53.78	APA000721
298	Walla Walla Union-Bulletin	12/31/2023	Virtual Payment	0.00	465.00	APA000722
11236	Walt's Plumbing & Septic Tank Service LL	12/31/2023	Virtual Payment	0.00	75.00	APA000723
4582	Webcheck Inc	12/31/2023	Virtual Payment	0.00	28.26	APA000724
14010	ZOLL Medical Corporation	12/31/2023	Virtual Payment	0.00	137.27	APA000725
11369	Abadan Tri-Cities	12/31/2023	Virtual Payment	0.00	5.44	APA000747
154	Adams, Jeffery B.	12/31/2023	Virtual Payment	0.00	850.00	APA000748
14425	Amalgamated Holdings LLC	12/31/2023	Virtual Payment	0.00	3,005.34	APA000749
54	Anderson-Perry & Associates, Inc.	12/31/2023	Virtual Payment	0.00	66,428.51	APA000750
8191	Association Of Washington Cities	12/31/2023	Virtual Payment	0.00	95.00	APA000751
357	Blue Mountain Action Council	12/31/2023	Virtual Payment	0.00	121.79	APA000752
14746	CADD Microsystems, Inc	12/31/2023	Virtual Payment	0.00	5,739.00	APA000753
14045	Car Wash Partners, Inc.	12/31/2023	Virtual Payment	0.00	150.00	APA000754
6157	CI Shred	12/31/2023	Virtual Payment	0.00	100.10	APA000755
14468	Design West Architects, P.A.	12/31/2023	Virtual Payment	0.00	15,125.00	APA000756
VEN01020	Duncan, Jarrid	12/31/2023	Virtual Payment	0.00	179.40	APA000757
6432	Express Services, Inc	12/31/2023	Virtual Payment	0.00	1,785.63	APA000758
14066	ISpyFire, Inc.	12/31/2023	Virtual Payment	0.00	707.85	APA000759
13449	Kenneth Cole Counseling, PS	12/31/2023	Virtual Payment	0.00	700.00	APA000760
866	Kilmer's Auto Parts Inc.	12/31/2023	Virtual Payment	0.00	75.77	APA000761
4247	Lepiane, Dennis	12/31/2023	Virtual Payment	0.00	2,658.00	APA000762
9680	Les Schwab Tire Center - CP	12/31/2023	Virtual Payment	0.00	1,134.70	APA000763
14499	McKinstry Essention, LLC	12/31/2023	Virtual Payment	0.00	71,424.00	APA000764
183	McLoughlin & Eardley Corporation	12/31/2023	Virtual Payment	0.00	430.60	APA000765
10933	Municipal Emergency Services, Inc.	12/31/2023	Virtual Payment	0.00	81,379.13	APA000766
194	Napa Of Walla Walla	12/31/2023	Virtual Payment	0.00	2,529.91	APA000767
436	Norco	12/31/2023	Virtual Payment	0.00	68.53	APA000768
13072	O'Reilly Auto Parts	12/31/2023	Virtual Payment	0.00	52.04	APA000769
202	OXARC Inc	12/31/2023	Virtual Payment	0.00	126.37	APA000770
6750	Pacific Office Automation	12/31/2023	Virtual Payment	0.00	137.45	APA000771
6034	Pepsi Cola Bottling of Walla Walla	12/31/2023	Virtual Payment	0.00	256.50	APA000772
5547	Postal Annex #397	12/31/2023	Virtual Payment	0.00	70.33	APA000773
216	Quality Petroleum Products Inc.	12/31/2023	Virtual Payment	0.00	9,077.96	APA000774
218	Quill Corporation	12/31/2023	Virtual Payment	0.00	1,337.40	APA000775
14039	Smarsh Inc.	12/31/2023	Virtual Payment	0.00	5,683.04	APA000776
12255	Snap On Tools - Dan's Tool Truck	12/31/2023	Virtual Payment	0.00	36.41	APA000777
14616	Tyler Technologies Inc	12/31/2023	Virtual Payment	0.00	7,838.68	APA000778
303	WA Association Of Sheriffs &	12/31/2023	Virtual Payment	0.00	375.00	APA000779
912	WA St. Treasurer	12/31/2023	Virtual Payment	0.00	25.84	APA000780
283	Walla Walla County Auditor	12/31/2023	Virtual Payment	0.00	34,792.15	APA000781
298	Walla Walla Union-Bulletin	12/31/2023	Virtual Payment	0.00	1,388.86	APA000782
54	Anderson-Perry & Associates, Inc.	12/31/2023	Virtual Payment	0.00	9,580.00	APA000783
7596	Bound Tree Medical LLC.	12/31/2023	Virtual Payment	0.00	321.02	APA000784
330	Core & Main LP	12/31/2023	Virtual Payment	0.00	9,776.92	APA000785
VEN01030	F & L Mears Inc	12/31/2023	Virtual Payment	0.00	570.67	APA000786
14443	Hughes Fire Equipment Inc.	12/31/2023	Virtual Payment	0.00	11,101.80	APA000787
10444	J-U-B Engineers, Inc.	12/31/2023	Virtual Payment	0.00	1,186.56	APA000788
412	Koncrete Industries Inc.	12/31/2023	Virtual Payment	0.00	345.67	APA000789
14397	Meier Enterprises, Inc.	12/31/2023	Virtual Payment	0.00	13,000.50	APA000790
8622	Moreno & Nelson Construction Corp.	12/31/2023	Virtual Payment	0.00	409,844.86	APA000791
202	OXARC Inc	12/31/2023	Virtual Payment	0.00	118.71	APA000792

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
6750	Pacific Office Automation	12/31/2023	Virtual Payment	0.00	215.44	APA000793
10275	RH2 Engineering, Inc.	12/31/2023	Virtual Payment	0.00	2,387.32	APA000794
13213	Systems Design West LLC	12/31/2023	Virtual Payment	0.00	1,705.57	APA000795
319	WA Fire Chiefs	12/31/2023	Virtual Payment	0.00	3,588.00	APA000796
565	WA St. Dept Of Transportation - SCR	12/31/2023	Virtual Payment	0.00	825.97	APA000797
299	Walla Walla City of	12/31/2023	Virtual Payment	0.00	1,112.83	APA000798
287	Walla Walla County	12/31/2023	Virtual Payment	0.00	376.83	APA000799
283	Walla Walla County Auditor	12/31/2023	Virtual Payment	0.00	7,563.25	APA000800
291	Walla Walla Electric	12/31/2023	Virtual Payment	0.00	566.89	APA000801
14010	ZOLL Medical Corporation	12/31/2023	Virtual Payment	0.00	429.64	APA000802
12618	Zumar Industries Inc.	12/31/2023	Virtual Payment	0.00	4,595.23	APA000803
12612	Dohrn, Gregg R.	12/31/2023	Virtual Payment	0.00	22,475.00	APA000804
11489	Walla Walla County Corrections Dept	12/31/2023	Virtual Payment	0.00	5,286.51	APA000805
Total Virtual Payment:				0.00	1,796,368.47	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payment Type: Bank Draft						
14312	Empower Retirement, LLC	12/05/2023	Bank Draft	0.00	844.20	DFT0000790
14312	Empower Retirement, LLC	12/05/2023	Bank Draft	0.00	5,059.03	DFT0000791
14312	Empower Retirement, LLC	12/05/2023	Bank Draft	0.00	2,187.27	DFT0000792
14312	Empower Retirement, LLC	12/05/2023	Bank Draft	0.00	3,702.67	DFT0000793
14312	Empower Retirement, LLC	12/05/2023	Bank Draft	0.00	464.68	DFT0000794
3271	American Family Life Ins	12/05/2023	Bank Draft	0.00	347.62	DFT0000795
3271	American Family Life Ins	12/05/2023	Bank Draft	0.00	1,740.34	DFT0000796
60	Association Of Washington Cities	12/05/2023	Bank Draft	0.00	5,100.28	DFT0000797
60	Association Of Washington Cities	12/05/2023	Bank Draft	0.00	26.25	DFT0000798
60	Association Of Washington Cities	12/05/2023	Bank Draft	0.00	15.98	DFT0000799
60	Association Of Washington Cities	12/05/2023	Bank Draft	0.00	540.00	DFT0000800
60	Association Of Washington Cities	12/05/2023	Bank Draft	0.00	566.45	DFT0000801
60	Association Of Washington Cities	12/05/2023	Bank Draft	0.00	1,177.96	DFT0000802
3278	City Of College Place	12/05/2023	Bank Draft	0.00	1,124.24	DFT0000803
60	Association Of Washington Cities	12/05/2023	Bank Draft	0.00	21,772.60	DFT0000804
60	Association Of Washington Cities	12/05/2023	Bank Draft	0.00	13,386.00	DFT0000805
60	Association Of Washington Cities	12/05/2023	Bank Draft	0.00	9,695.64	DFT0000806
60	Association Of Washington Cities	12/05/2023	Bank Draft	0.00	32,850.80	DFT0000807
3270	State Of Washington	12/05/2023	Bank Draft	0.00	25,363.51	DFT0000808
3543	Washington State Support Registry	12/05/2023	Bank Draft	0.00	803.86	DFT0000809
3270	State Of Washington	12/05/2023	Bank Draft	0.00	22,963.78	DFT0000810
3270	State Of Washington	12/05/2023	Bank Draft	0.00	3,243.25	DFT0000811
3270	State Of Washington	12/05/2023	Bank Draft	0.00	982.23	DFT0000812
3270	State Of Washington	12/05/2023	Bank Draft	0.00	2,154.16	DFT0000813
3269	Washington Teamsters Welfare Trust	12/05/2023	Bank Draft	0.00	1,446.00	DFT0000814
3269	Washington Teamsters Welfare Trust	12/05/2023	Bank Draft	0.00	18,489.57	DFT0000815
3269	Washington Teamsters Welfare Trust	12/05/2023	Bank Draft	0.00	216.00	DFT0000816
3269	Washington Teamsters Welfare Trust	12/05/2023	Bank Draft	0.00	205.20	DFT0000817
60	Association Of Washington Cities	12/05/2023	Bank Draft	0.00	167.90	DFT0000818
60	Association Of Washington Cities	12/05/2023	Bank Draft	0.00	69.00	DFT0000819
501	WA St. Dept Of Labor & Industries	12/05/2023	Bank Draft	0.00	2,725.03	DFT0000820
151	Internal Revenue Service (Payroll)	12/05/2023	Bank Draft	0.00	10,000.64	DFT0000821
501	WA St. Dept Of Labor & Industries	12/05/2023	Bank Draft	0.00	204.57	DFT0000822
501	WA St. Dept Of Labor & Industries	12/05/2023	Bank Draft	0.00	521.15	DFT0000823
151	Internal Revenue Service (Payroll)	12/05/2023	Bank Draft	0.00	36,185.10	DFT0000824
501	WA St. Dept Of Labor & Industries	12/05/2023	Bank Draft	0.00	3,091.25	DFT0000825
13177	ESD - PFMLA	12/05/2023	Bank Draft	0.00	1,692.25	DFT0000826
501	WA St. Dept Of Labor & Industries	12/05/2023	Bank Draft	0.00	287.44	DFT0000827
501	WA St. Dept Of Labor & Industries	12/05/2023	Bank Draft	0.00	1,869.13	DFT0000828
570	Oregon Department Of Revenue	12/05/2023	Bank Draft	0.00	913.08	DFT0000829
501	WA St. Dept Of Labor & Industries	12/05/2023	Bank Draft	0.00	602.66	DFT0000830
13120	Oregon Department Of Revenue-Transit	12/05/2023	Bank Draft	0.00	16.71	DFT0000831
151	Internal Revenue Service (Payroll)	12/05/2023	Bank Draft	0.00	27,636.54	DFT0000832
13177	ESD - PFMLA	12/05/2023	Bank Draft	0.00	2,275.40	DFT0000833
501	WA St. Dept Of Labor & Industries	12/05/2023	Bank Draft	0.00	519.29	DFT0000834
13177	ESD - PFMLA	12/05/2023	Bank Draft	0.00	852.32	DFT0000835
60	Association Of Washington Cities	12/05/2023	Bank Draft	0.00	742.50	DFT0000836
82	Cascade Natural Gas Corporation	12/11/2023	Bank Draft	0.00	640.78	DFT0000837
82	Cascade Natural Gas Corporation	12/11/2023	Bank Draft	0.00	19.02	DFT0000838
82	Cascade Natural Gas Corporation	12/11/2023	Bank Draft	0.00	345.38	DFT0000839
82	Cascade Natural Gas Corporation	12/11/2023	Bank Draft	0.00	670.87	DFT0000840
82	Cascade Natural Gas Corporation	12/11/2023	Bank Draft	0.00	789.98	DFT0000841
103	Columbia Rural Electric	12/11/2023	Bank Draft	0.00	4,340.50	DFT0000850
60	Association Of Washington Cities	12/05/2023	Bank Draft	0.00	1.75	DFT0000851
270	Centurylink Communications LLC	12/11/2023	Bank Draft	0.00	149.09	DFT0000852
270	Centurylink Communications LLC	12/11/2023	Bank Draft	0.00	634.89	DFT0000853
14083	Amazon Business Prime	12/11/2023	Bank Draft	0.00	30.42	DFT0000854
5629	Home Depot Credit Services	12/12/2023	Bank Draft	0.00	1,957.34	DFT0000856
151	Internal Revenue Service (Payroll)	12/15/2023	Bank Draft	0.00	1,335.48	DFT0000857
151	Internal Revenue Service (Payroll)	12/15/2023	Bank Draft	0.00	4,566.30	DFT0000858

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
570	Oregon Department Of Revenue	12/15/2023	Bank Draft	0.00	120.45	DFT0000859
151	Internal Revenue Service (Payroll)	12/15/2023	Bank Draft	0.00	2,278.66	DFT0000860
14795	PORAC Legal Defense Fund	12/20/2023	Bank Draft	0.00	135.00	DFT0000871
14795	PORAC Legal Defense Fund	12/20/2023	Bank Draft	0.00	180.00	DFT0000872
14795	PORAC Legal Defense Fund	12/20/2023	Bank Draft	0.00	180.00	DFT0000873
318	WA St. Dept Of Revenue	12/22/2023	Bank Draft	0.00	17,983.07	DFT0000882
8712	Verizon Wireless	12/27/2023	Bank Draft	0.00	3,143.75	DFT0000887
11452	CenturyLink Communications LLC	12/27/2023	Bank Draft	0.00	8.47	DFT0000888
270	Centurylink Communications LLC	12/27/2023	Bank Draft	0.00	56.86	DFT0000889
204	Pacific Power & Light	12/27/2023	Bank Draft	0.00	13,048.43	DFT0000890
7404	Banner Bank Credit Cards	12/29/2023	Bank Draft	0.00	1,226.36	DFT0000893
7404	Banner Bank Credit Cards	12/29/2023	Bank Draft	0.00	754.75	DFT0000894
7404	Banner Bank Credit Cards	12/29/2023	Bank Draft	0.00	-1.10	DFT0000895
7404	Banner Bank Credit Cards	12/29/2023	Bank Draft	0.00	43.09	DFT0000896
7404	Banner Bank Credit Cards	12/29/2023	Bank Draft	0.00	267.41	DFT0000897
7404	Banner Bank Credit Cards	12/29/2023	Bank Draft	0.00	335.33	DFT0000898
7404	Banner Bank Credit Cards	12/29/2023	Bank Draft	0.00	598.66	DFT0000899
7404	Banner Bank Credit Cards	12/29/2023	Bank Draft	0.00	762.80	DFT0000900
7404	Banner Bank Credit Cards	12/29/2023	Bank Draft	0.00	-5.70	DFT0000901
7404	Banner Bank Credit Cards	12/29/2023	Bank Draft	0.00	334.68	DFT0000902
7404	Banner Bank Credit Cards	12/29/2023	Bank Draft	0.00	784.31	DFT0000903
7404	Banner Bank Credit Cards	12/29/2023	Bank Draft	0.00	270.71	DFT0000904
7404	Banner Bank Credit Cards	12/29/2023	Bank Draft	0.00	71.08	DFT0000905
7404	Banner Bank Credit Cards	12/29/2023	Bank Draft	0.00	173.37	DFT0000906
7404	Banner Bank Credit Cards	12/29/2023	Bank Draft	0.00	89.69	DFT0000907
14083	Amazon Business Prime	12/31/2023	Bank Draft	0.00	1,126.89	DFT0000957
7404	Banner Bank Credit Cards	12/31/2023	Bank Draft	0.00	52.00	DFT0000967
7404	Banner Bank Credit Cards	12/31/2023	Bank Draft	0.00	332.00	DFT0000968
7404	Banner Bank Credit Cards	12/31/2023	Bank Draft	0.00	17.29	DFT0000970
3270	State Of Washington	12/31/2023	Bank Draft	0.00	656.82	DFT0000975
7404	Banner Bank Credit Cards	12/31/2023	Bank Draft	0.00	160.60	DFT0000988
7404	Banner Bank Credit Cards	12/31/2023	Bank Draft	0.00	271.16	DFT0000989
7404	Banner Bank Credit Cards	12/31/2023	Bank Draft	0.00	96.75	DFT0000990
7404	Banner Bank Credit Cards	12/31/2023	Bank Draft	0.00	260.00	DFT0000991
7404	Banner Bank Credit Cards	12/31/2023	Bank Draft	0.00	1,437.01	DFT0000992
7404	Banner Bank Credit Cards	12/31/2023	Bank Draft	0.00	15,733.24	DFT0000993
14083	Amazon Business Prime	12/31/2023	Bank Draft	0.00	56.50	DFT0000994
270	Centurylink Communications LLC	12/31/2023	Bank Draft	0.00	783.98	DFT0000995
5629	Home Depot Credit Services	12/31/2023	Bank Draft	0.00	2,129.61	DFT0000998
310	WA St. Dept Of Licensing	12/31/2023	Bank Draft	0.00	26.18	DFT0000999
14083	Amazon Business Prime	12/31/2023	Bank Draft	0.00	1,414.61	DFT0001001
5629	Home Depot Credit Services	12/31/2023	Bank Draft	0.00	71.81	DFT0001002
8962	Community Bank	12/01/2023	Bank Draft	0.00	319,500.00	DFT0001279
Total Bank Draft:				0.00	669,289.91	

Bank Code Bank #28 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	23	21	0.00	13,218.11
Manual Checks	1	1	0.00	45.00
Voided Checks	0	6	0.00	-220.00
Bank Drafts	118	103	0.00	669,289.91
EFT's	0	0	0.00	0.00
	498	326	0.00	2,478,701.49

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	23	21	0.00	13,218.11
Manual Checks	1	1	0.00	45.00
Voided Checks	0	6	0.00	-220.00
Bank Drafts	118	103	0.00	669,289.91
EFT's	0	0	0.00	0.00
	498	326	0.00	2,478,701.49

Fund Summary

Fund	Name	Period	Amount
997	Pooled Cash Operating	12/2023	2,478,701.49
			2,478,701.49

Authorization Signatures

Check Register

WE, the City Administrator and the City Finance Director of the City of College Place, Walla Walla County, Washington, DO HEREBY certify that the merchandise and services listed above have been received, are appropriate business expenditures of the City of College Place, are an accounting of all expenditures for the period described, and that the related vouchers and checks have been properly documented and approved by City Management.

DocuSigned by:
00FCAN07410F410...

City Administrator:

DocuSigned by:
0B2AF622633743F...

Finance Director:

WE, the undersigned members of the City Council of the City of College Place, Walla Walla County, Washington, representing the entire Council in attendance, DO HEREBY certify that the Council has reviewed the above list of expenditures and related vouchers or checks for the period described, has discussed any concerns with City Management and Staff and has had any such concerns answered adequately. We further certify that the above list of expenditures has been approved by the City of College Place City Council, DATED this _____ day of _____, 2024.

X _____
Councilmember

X _____
Councilmember

X _____
Councilmember



City of College Place, WA

Payroll Bank Transaction Report

By Payment Number

Date: 12/1/2023 - 12/31/2023

Payroll Set: 01 - Payroll Set 01

Payment Number	Payment Date	Payment Type	Employee Number	Employee Name	Check Amount	Direct Deposit Amount	Total Payment
708	12/05/2023	Regular	13529	Adams, Eric H	0.00	4,574.55	4,574.55
709	12/05/2023	Regular	EMP14850	Anthes, Jonathan M	0.00	3,955.62	3,955.62
710	12/05/2023	Regular	57	Antle, M Wade	0.00	4,612.97	4,612.97
711	12/05/2023	Regular	14494	Barker, Kyle A	0.00	4,570.50	4,570.50
712	12/05/2023	Regular	8573	Barr, Marianne K	0.00	3,888.73	3,888.73
713	12/05/2023	Regular	14649	Bartlett, Logan K	0.00	2,837.70	2,837.70
714	12/05/2023	Regular	11879	Bennett, George R	0.00	4,684.86	4,684.86
715	12/05/2023	Regular	14767	Betancourt, Juan C	0.00	1,591.18	1,591.18
716	12/05/2023	Regular	13939	Bollinger, Tanner R	0.00	315.37	315.37
717	12/05/2023	Regular	11916	Boose, John A	0.00	3,330.77	3,330.77
718	12/05/2023	Regular	14222	Boyle, Monica H	0.00	341.47	341.47
719	12/05/2023	Regular	14483	Broxson, Dalton J	0.00	3,782.00	3,782.00
720	12/05/2023	Regular	14696	Bushkovskiy, Anton P	0.00	2,918.54	2,918.54
721	12/05/2023	Regular	13390	Calkins, Noelle E	0.00	1,119.89	1,119.89
722	12/05/2023	Regular	13662	Carleton, Brian J	0.00	5,232.78	5,232.78
723	12/05/2023	Regular	EMP14859	Carlton, Levi E	0.00	330.96	330.96
724	12/05/2023	Regular	13271	Chamberlain, Randall J	0.00	402.89	402.89
725	12/05/2023	Regular	716	Chamberlain, Randall J	0.00	3,524.91	3,524.91
726	12/05/2023	Regular	13924	Charnley-Ovens, Caitlin	0.00	148.26	148.26
727	12/05/2023	Regular	14606	Clark, Camron J	0.00	3,961.29	3,961.29
728	12/05/2023	Regular	12104	Cleveland, Michael A	0.00	341.47	341.47
729	12/05/2023	Regular	12933	Cole, Tanner C	0.00	5,991.15	5,991.15
730	12/05/2023	Regular	13453	Cota De La Cruz, Laurencio	0.00	2,264.93	2,264.93
731	12/05/2023	Regular	14842	Creek, David T	0.00	1,726.11	1,726.11
732	12/05/2023	Regular	14213	Culwell, Rea L	0.00	5,540.81	5,540.81
733	12/05/2023	Regular	14848	Dennis, Austin R	0.00	3,675.41	3,675.41
734	12/05/2023	Regular	12229	Diaz, Salvador M	0.00	6,510.63	6,510.63
735	12/05/2023	Regular	13858	Dill, Benjamin G	0.00	58.82	58.82
736	12/05/2023	Regular	8544	Doering, Shawn R	0.00	5,222.01	5,222.01
737	12/05/2023	Regular	13992	Downs, Emily A	0.00	5,154.30	5,154.30
738	12/05/2023	Regular	11920	Drury, Charles O	0.00	4,762.61	4,762.61
739	12/05/2023	Regular	14650	Erb, Brittney E	0.00	3,830.91	3,830.91
740	12/05/2023	Regular	14423	Espinoza JR, Tito	0.00	341.47	341.47
741	12/05/2023	Regular	12851	Evensen, Patrick J	0.00	3,895.54	3,895.54
742	12/05/2023	Regular	14695	Felty, John	0.00	444.19	444.19
743	12/05/2023	Regular	11806	Fortin, Brian R	0.00	5,772.71	5,772.71
744	12/05/2023	Regular	EMP14855	Fortune, Joshua	0.00	79.46	79.46
745	12/05/2023	Regular	14301	Garcia, Armando	0.00	68.81	68.81
746	12/05/2023	Regular	11862	Goodson, Jeffrey R	0.00	3,699.25	3,699.25
747	12/05/2023	Regular	13829	Goodwin, Sharame L	0.00	2,062.33	2,062.33
748	12/05/2023	Regular	13870	Graham, Jayme L	0.00	106.98	106.98
749	12/05/2023	Regular	14768	Graham, Jayme L	0.00	886.78	886.78
750	12/05/2023	Regular	12611	Grove, Travis B	0.00	2,272.36	2,272.36
751	12/05/2023	Regular	13236	Guse, Neosha K	0.00	55.05	55.05
752	12/05/2023	Regular	13230	Guse, Richard F	0.00	17.52	17.52
753	12/05/2023	Regular	14832	Guse, Wyatt R	0.00	3,123.03	3,123.03
754	12/05/2023	Regular	11934	Hall, Scott W	0.00	4,619.88	4,619.88
755	12/05/2023	Regular	13237	Hanson, Scott A	0.00	31.29	31.29
756	12/05/2023	Regular	11810	Harris, Tanner M	0.00	5,636.99	5,636.99
757	12/05/2023	Regular	13427	Hernandez, Norma L	0.00	897.73	897.73
758	12/05/2023	Regular	13239	Higginbotham II, Edward L	0.00	13.76	13.76
759	12/05/2023	Regular	14648	Hoffer, Zackery A	0.00	5,103.74	5,103.74
760	12/05/2023	Regular	11735	Holden, Michael C	0.00	3,277.38	3,277.38
761	12/05/2023	Regular	EMP14858	Irwin, Thomas L	0.00	473.89	473.89
762	12/05/2023	Regular	13240	Jackson, Nattilie E	0.00	1,468.71	1,468.71
763	12/05/2023	Regular	13241	James, Jason C	0.00	223.98	223.98
764	12/05/2023	Regular	14460	Jessup, Paul T	0.00	341.47	341.47

Payment			Employee		Direct Deposit		
Number	Payment Date	Payment Type	Number	Employee Name	Check Amount	Amount	Total Payment
765	12/05/2023	Regular	13242	Kelly, William P	0.00	27.53	27.53
766	12/05/2023	Regular	14299	Laizure, Michael A	0.00	127.63	127.63
767	12/05/2023	Regular	12241	Langlois, Joseph T	0.00	4,405.24	4,405.24
768	12/05/2023	Regular	13178	LeBaron, Jacob G	0.00	82.58	82.58
769	12/05/2023	Regular	13244	Lee, Heather M	0.00	41.29	41.29
770	12/05/2023	Regular	EMP14854	Lua, Mark	0.00	470.15	470.15
771	12/05/2023	Regular	14268	McAndrews, Robert A	0.00	4,302.00	4,302.00
772	12/05/2023	Regular	14731	Mirasol, Michael L	0.00	103.22	103.22
773	12/05/2023	Regular	EMP14856	Nelson, Aaron M	0.00	464.82	464.82
774	12/05/2023	Regular	14651	Nilsson, Trenton M	0.00	4,402.44	4,402.44
775	12/05/2023	Regular	13128	Nordman, Ronald A	0.00	3,390.62	3,390.62
776	12/05/2023	Regular	14766	Peal, Benjamin O	0.00	1,558.74	1,558.74
777	12/05/2023	Regular	11756	Peterson, Loren D	0.00	341.47	341.47
778	12/05/2023	Regular	EMP14853	Pittis, Moses J	0.00	368.48	368.48
779	12/05/2023	Regular	13697	Price, Joshua W	0.00	416.65	416.65
780	12/05/2023	Regular	EMP14857	Read, Cooper P	0.00	506.12	506.12
781	12/05/2023	Regular	14757	Reid, Athen A	0.00	1,898.71	1,898.71
782	12/05/2023	Regular	14390	Rhodes, Brandon L	0.00	6,138.53	6,138.53
783	12/05/2023	Regular	11826	Rickard, Jonathan J	0.00	6,400.91	6,400.91
784	12/05/2023	Regular	12346	Rizzitiello, Michael J	0.00	5,502.96	5,502.96
785	12/05/2023	Regular	13966	Scherger, Kristi J	0.00	3,381.68	3,381.68
786	12/05/2023	Regular	11804	Schermann, Heather M	0.00	341.47	341.47
787	12/05/2023	Regular	13161	Schild, Andrew D	0.00	4,860.40	4,860.40
788	12/05/2023	Regular	12467	Schmick, DaShari C	0.00	4,680.86	4,680.86
789	12/05/2023	Regular	12672	Schmick, Dylan E	0.00	5,985.00	5,985.00
790	12/05/2023	Regular	14300	Scholl, Richard Ian E	0.00	86.34	86.34
791	12/05/2023	Regular	EMP14860	Schroetlin, Ian H	0.00	423.53	423.53
792	12/05/2023	Regular	14806	Siviter, David J	0.00	17.53	17.53
793	12/05/2023	Regular	14057	St Clair, Andrea M	0.00	3,195.04	3,195.04
794	12/05/2023	Regular	14388	St Clair, Sherri L	0.00	4,514.42	4,514.42
795	12/05/2023	Regular	14691	Starcher, Johna R	0.00	65.69	65.69
796	12/05/2023	Regular	14600	Swanson, Raiff R	0.00	17.52	17.52
797	12/05/2023	Regular	14302	Swopes, Hunter S	0.00	68.81	68.81
798	12/05/2023	Regular	12466	Tomaras, Troy E	0.00	6,697.77	6,697.77
799	12/05/2023	Regular	14491	Tveidt, Samantha	0.00	13.76	13.76
800	12/05/2023	Regular	12666	Watkins, Daniel I	0.00	5,864.02	5,864.02
801	12/05/2023	Regular	14781	West, Robert R	0.00	513.00	513.00
802	12/05/2023	Regular	14673	Widner, Naddile A	0.00	3,084.61	3,084.61
803	12/05/2023	Regular	12193	Williams, Melodie A	0.00	336.47	336.47
804	12/05/2023	Regular	13517	Williams, Troy J	0.00	3,679.68	3,679.68
805	12/05/2023	Regular	11790	Winter, David W	0.00	7,811.29	7,811.29
806	12/05/2023	Regular	11760	Wolpert, Kevin E	0.00	3,253.74	3,253.74
807	12/15/2023	Regular	13529	Adams, Eric H	0.00	1,515.37	1,515.37
808	12/15/2023	Regular	14494	Barker, Kyle A	0.00	1,847.00	1,847.00
809	12/15/2023	Regular	14649	Bartlett, Logan K	0.00	1,736.42	1,736.42
810	12/15/2023	Regular	14767	Betancourt, Juan C	0.00	1,477.60	1,477.60
811	12/15/2023	Regular	11916	Boose, John A	0.00	1,606.54	1,606.54
812	12/15/2023	Regular	13662	Carleton, Brian J	0.00	2,593.83	2,593.83
813	12/15/2023	Regular	13453	Cota De La Cruz, Laurencio	0.00	1,331.84	1,331.84
814	12/15/2023	Regular	14842	Creek, David T	0.00	1,597.72	1,597.72
815	12/15/2023	Regular	14213	Culwell, Rea L	0.00	2,659.67	2,659.67
816	12/15/2023	Regular	12229	Diaz, Salvador M	0.00	1,662.30	1,662.30
817	12/15/2023	Regular	14650	Erb, Brittney E	0.00	591.30	591.30
818	12/15/2023	Regular	12851	Evensen, Patrick J	0.00	1,954.20	1,954.20
819	12/15/2023	Regular	11862	Goodson, Jeffrey R	0.00	230.87	230.87
820	12/15/2023	Regular	13829	Goodwin, Sharamé L	0.00	1,103.54	1,103.54
821	12/15/2023	Regular	12611	Grove, Travis B	0.00	1,337.99	1,337.99
822	12/15/2023	Regular	11735	Holden, Michael C	0.00	1,114.21	1,114.21
823	12/15/2023	Regular	12241	Langlois, Joseph T	0.00	1,477.60	1,477.60
824	12/15/2023	Regular	14268	McAndrews, Robert A	0.00	3,473.85	3,473.85
825	12/15/2023	Regular	14651	Nilsson, Trenton M	0.00	886.95	886.95
826	12/15/2023	Regular	14766	Peal, Benjamin O	0.00	1,234.58	1,234.58
827	12/15/2023	Regular	14757	Reid, Athen A	0.00	1,433.02	1,433.02
828	12/15/2023	Regular	12346	Rizzitiello, Michael J	0.00	3,316.53	3,316.53

Payment		Employee			Direct Deposit		Total Payment
Number	Payment Date	Payment Type	Number	Employee Name	Check Amount	Amount	
829	12/15/2023	Regular	12672	Schmick, Dylan E	0.00	1,150.13	1,150.13
830	12/15/2023	Regular	12666	Watkins, Daniel I	0.00	1,593.04	1,593.04
831	12/15/2023	Regular	13517	Williams, Troy J	0.00	1,773.90	1,773.90
Total:					0.00	286,661.42	286,661.42



City of College Place, WA

Treasurers Report

Summary

Date Range: 12/01/2023 - 12/31/2023

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
001 - Current Expense Fund	2,509,571.38	667,644.24	1,018,532.53	0.00	0.00	2,158,683.09	2,161,611.16	-2,928.07
005 - Current Expense Reserve Fund	482,784.98	3,375.31	2.30	0.00	0.00	486,157.99	486,157.99	0.00
012 - Technology Reserve Fund	189,965.46	42,706.99	47,535.75	0.00	0.00	185,136.70	184,204.61	932.09
061 - Employee Benefit Reserve Fund	379,665.48	2,972.16	41,534.51	0.00	0.00	341,103.13	341,103.13	0.00
100 - Street Fund	235,077.01	40,119.86	91,269.16	0.00	0.00	183,927.71	183,927.71	0.00
120 - Criminal Justice Fund	47,998.10	161.47	1,189.91	0.00	0.00	46,969.66	46,969.66	0.00
121 - Forfeited Proceeds Fund	2,072.16	10.19	0.01	0.00	0.00	2,082.34	2,082.34	0.00
130 - Hotel/Motel Tax	89,243.31	3,085.65	0.34	0.00	0.00	92,328.62	92,328.62	0.00
201 - ULTGO Bond Fund	17,285.38	23.07	0.00	0.00	0.00	17,308.45	17,308.45	0.00
202 - LTGO Bond Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
235 - Commercial Drive Bond Debt Service Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
240 - Local Improvement District Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
301 - Street Capital Contribution Fund	2,121.07	0.15	0.00	0.00	0.00	2,121.22	2,121.22	0.00
305 - Capital Improvement Fund (REET)	570,763.92	26,297.52	2.70	0.00	0.00	597,058.74	597,058.74	0.00
306 - Capital Improvement Fund (REET 2)	1,258,595.48	29,767.91	53,622.86	0.00	0.00	1,234,740.53	1,234,740.53	0.00
309 - CDBG Projects Fund	78,411.45	2,000.12	78,411.57	0.00	0.00	2,000.00	2,000.00	0.00
311 - Street Improvement Fund	99,589.24	234,436.59	300,655.12	0.00	0.00	33,370.71	33,370.71	0.00
315 - Facility Maintenance Reserve Fund (CE)	662,542.67	6,739.10	46,777.23	0.00	0.00	622,504.54	621,939.30	565.24
320 - Equipment Reserve Fund	210,285.78	59,517.11	23,971.57	0.00	0.00	245,831.32	245,831.32	0.00
330 - Economic Development Fund	153,380.22	17.02	0.00	0.00	0.00	153,397.24	153,397.24	0.00
340 - Economic Development Reserve Fund	73.32	0.10	0.00	0.00	0.00	73.42	73.42	0.00
350 - Tax Benefit District Construction Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360 - Tax Increment Financing Construction Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
400 - Water Fund	539,356.46	-27,422.45	290,789.80	0.00	0.00	221,144.21	221,144.21	0.00
401 - Wastewater Fund	2,220,941.15	416,187.53	257,738.02	0.00	0.00	2,379,390.66	2,379,390.66	0.00
402 - Stormwater Fund	601,325.39	84,183.96	52,498.39	0.00	0.00	633,010.96	632,988.79	22.17
403 - Stormwater Capital Reserve Fund	352,737.20	1,310.25	70,599.46	0.00	0.00	283,447.99	283,447.99	0.00
410 - Water Capital Reserve Fund	2,009,672.54	25,677.46	592,947.15	0.00	0.00	1,442,402.85	1,472,025.68	-29,622.83
411 - Wastewater Capital Reserve Fund	2,735,324.13	16,292.81	104,509.44	0.00	0.00	2,647,107.50	2,660,690.38	-13,582.88
412 - Wastewater Debt Service Fund	1,247,853.47	76,864.84	3,003.33	0.00	0.00	1,321,714.98	1,321,714.98	0.00
413 - Water Capital Improvement Reserve Fund	917,830.91	139,324.20	4.51	0.00	0.00	1,057,150.60	1,057,150.60	0.00
425 - Water Revenue Bond Fund	698,168.86	1,715.84	319,501.18	0.00	0.00	380,383.52	380,383.52	0.00
426 - Water Bond Reserve Fund	150,945.73	525.51	0.49	0.00	0.00	151,470.75	151,470.75	0.00
431 - Water System Construction Fund	951,300.38	5,582.09	5.72	0.00	0.00	956,876.75	956,876.75	0.00
440 - Ambulance	650,652.34	91,560.41	75,264.35	0.00	0.00	666,948.40	666,555.93	392.47
500 - Equipment Rental & Replacement	85,765.48	191,129.37	62,859.83	0.00	0.00	214,035.02	214,035.02	0.00
625 - Flexible Benefits Plan Fund	9,353.51	1,124.35	183.47	0.00	0.00	10,294.39	10,294.39	0.00

Treasurers Report

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Date Range: 12/01/2023 - 12/31/2023			
						Calculated Ending Balance	Actual Ending Balance	Calculated - Actual	Ending
997 - Pooled Cash Operating	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
998 - Investment Pool LGIP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
999 - Investment Pool Safekeeping	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Report Total:	20,160,653.96	2,142,930.73	3,533,410.70	0.00	0.00	18,770,173.99	18,814,395.80	-44,221.81	



City of College Place, WA

Monthly Bank Statement Balances

Period Ending Date 12/31/2023

Bank Account Number	Bank Account Name	Beginning Balance	Ending Balance	Statement Balance	Is Closed
04	4 LGIP #00410	2,509,553	2,521,125	2,521,125	Yes
12	12 Banner #2526 Gen Acct	260,067	260,067	260,067	Yes
24	24 US Bank #0609 Safekeeping Inv	6,260,836	5,310,453	5,310,453	Yes
25	25 US Bank #12494 MIA	142,790	1,153,618	1,153,618	Yes
26	26 CB #2204 CDBG Project	1,018	1,018	1,018	Yes
27	27 CB #2255 Farm Market	5,631	5,631	5,631	Yes
28	28 CB #2158 Public Funds Checking	5,015,873	5,127,302	5,127,302	Yes
29	29 CB #2263 Travel Adv	4,199	4,755	4,755	Yes
30	30 CB #2166 Flex Spend	11,734	12,575	12,575	Yes
31	31 CB #2220 Public Funds Acct	3,013,464	3,013,989	3,013,989	Yes
32	32 CB #2174 Dev Escrow Acct	69,308	69,309	69,309	Yes
33	33 CB #2298 Pub Funds Inc	501,163	501,167	501,167	Yes
34	34 CB #2182 Capital Mitigation Acct	17,081	17,081	17,081	Yes
35	35 CB #2271 Projects	2,003,176	2,003,193	2,003,193	Yes
		19,815,891	20,001,281	20,001,281	

Difference between Treasurers Report Calculated Ending Balance and Bank Statement Ending Balance 1,231,107

Difference between Treasurers Report Actual Ending Balance and Bank Statement Ending Balance (1,186,886)

Tie out to Treasurers Report Calculated Actual Ending Difference 44,222

12/27/2023 16:24

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City of College Place, WA

Detail Report

Account Summary

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Beginning Balance	Total Activity	Ending Balance
Fund: 001 - Current Expense Fund				
001-111-00	Cash	2,816.13	711.81	3,527.94
001-111-15	Claim On Cash	673,834.14	-297,425.12	376,409.02
001-111-27	CB #2255 Farm Market	5,630.73	0.05	5,630.78
001-111-29	CB #2263 Travel Adv	4,199.19	555.50	4,754.69
001-111-32	CB #2174 Dev Escrow Acct	69,308.21	0.59	69,308.80
001-111-33	CB #2298 Pub Funds Inc	501,163.12	4.25	501,167.37
Total Fund: 001 - Current Expense Fund:		1,256,951.52	-296,152.92	960,798.60
Fund: 005 - Current Expense Reserve Fund				
005-111-15	Claim On Cash	269,381.23	1,359.64	270,740.87
Total Fund: 005 - Current Expense Reserve Fund:		269,381.23	1,359.64	270,740.87
Fund: 012 - Technology Reserve Fund				
012-111-15	Claim On Cash	10,764.08	-7,451.54	3,312.54
Total Fund: 012 - Technology Reserve Fund:		10,764.08	-7,451.54	3,312.54
Fund: 061 - Employee Benefit Reserve Fund				
061-111-15	Claim On Cash	198,994.67	-40,266.91	158,727.76
Total Fund: 061 - Employee Benefit Reserve Fund:		198,994.67	-40,266.91	158,727.76
Fund: 100 - Street Fund				
100-111-15	Claim On Cash	136,939.52	-52,075.19	84,864.33
Total Fund: 100 - Street Fund:		136,939.52	-52,075.19	84,864.33
Fund: 120 - Criminal Justice Fund				
120-111-15	Claim On Cash	35,989.96	-1,141.73	34,848.23
Total Fund: 120 - Criminal Justice Fund:		35,989.96	-1,141.73	34,848.23
Fund: 121 - Forfeited Proceeds Fund				
121-111-15	Claim On Cash	1,156.22	1.54	1,157.76
Total Fund: 121 - Forfeited Proceeds Fund:		1,156.22	1.54	1,157.76
Fund: 130 - Hotel/Motel Tax				
130-111-15	Claim On Cash	57,463.96	2,785.48	60,249.44
Total Fund: 130 - Hotel/Motel Tax:		57,463.96	2,785.48	60,249.44
Fund: 201 - ULTGO Bond Fund				
201-111-15	Claim On Cash	17,285.38	23.07	17,308.45
Total Fund: 201 - ULTGO Bond Fund:		17,285.38	23.07	17,308.45
Fund: 301 - Street Capital Contribution Fund				
301-111-34	Cash	17,080.54	0.15	17,080.69

Detail Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Beginning Balance	Total Activity	Ending Balance
Fund: 305 - Capital Improvement Fund (REET)				
305-111-15	Claim On Cash	17,080.54	0.15	17,080.69
Total Fund: 305 - Capital Improvement Fund (REET):				
		319,615.96	23,925.34	343,541.30
		319,615.96	23,925.34	343,541.30
Fund: 306 - Capital Improvement Fund (REET 2)				
306-111-15	Claim On Cash	692,770.57	-29,193.27	663,577.30
Total Fund: 306 - Capital Improvement Fund (REET 2):				
		692,770.57	-29,193.27	663,577.30
Fund: 309 - CDBG Projects Fund				
309-111-15	Claim On Cash	77,381.94	-76,411.57	970.37
309-111-26	Cash	1,017.62	0.01	1,017.63
Total Fund: 309 - CDBG Projects Fund:				
		78,399.56	-76,411.56	1,988.00
Fund: 311 - Street Improvement Fund				
311-111-15	Claim On Cash	68,224.38	-66,514.43	1,709.95
Total Fund: 311 - Street Improvement Fund:				
		68,224.38	-66,514.43	1,709.95
Fund: 315 - Facility Maintenance Reserve Fund (CE)				
315-111-15	Claim On Cash	279,748.28	-46,964.88	232,783.40
Total Fund: 315 - Facility Maintenance Reserve Fund (CE):				
		279,748.28	-46,964.88	232,783.40
Fund: 320 - Equipment Reserve Fund				
320-111-15	Claim On Cash	67,121.03	-23,880.42	43,240.61
Total Fund: 320 - Equipment Reserve Fund:				
		67,121.03	-23,880.42	43,240.61
Fund: 330 - Economic Development Fund				
330-111-35	Cash	2,003,175.87	17.02	2,003,192.89
Total Fund: 330 - Economic Development Fund:				
		2,003,175.87	17.02	2,003,192.89
Fund: 340 - Economic Development Reserve Fund				
340-111-15	Claim On Cash	73.32	0.10	73.42
Total Fund: 340 - Economic Development Reserve Fund:				
		73.32	0.10	73.42
Fund: 400 - Water Fund				
400-111-15	Claim On Cash	425,618.45	-319,090.06	106,528.39
Total Fund: 400 - Water Fund:				
		425,618.45	-319,090.06	106,528.39
Fund: 401 - Wastewater Fund				
401-111-15	Claim On Cash	1,709,235.78	152,807.28	1,862,043.06
Total Fund: 401 - Wastewater Fund:				
		1,709,235.78	152,807.28	1,862,043.06
Fund: 402 - Stormwater Fund				
402-111-15	Claim On Cash	132,915.48	27,248.87	160,164.35
Total Fund: 402 - Stormwater Fund:				
		132,915.48	27,248.87	160,164.35
Fund: 403 - Stormwater Capital Reserve Fund				
403-111-15	Claim On Cash	249,247.16	-70,265.60	178,981.56
Total Fund: 403 - Stormwater Capital Reserve Fund:				
		249,247.16	-70,265.60	178,981.56
Fund: 410 - Water Capital Reserve Fund				

Detail Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Beginning Balance	Total Activity	Ending Balance
410-111-15	Claim On Cash	1,431,126.30	-540,314.65	890,811.65
Total Fund: 410 - Water Capital Reserve Fund:		1,431,126.30	-540,314.65	890,811.65
Fund: 411 - Wastewater Capital Reserve Fund	Claim On Cash	1,546,584.46	-88,849.03	1,457,735.43
411-111-15		1,546,584.46	-88,849.03	1,457,735.43
Total Fund: 411 - Wastewater Capital Reserve Fund:				
Fund: 412 - Wastewater Debt Service Fund	Claim On Cash	571,142.07	70,741.05	641,883.12
412-111-15		571,142.07	70,741.05	641,883.12
Total Fund: 412 - Wastewater Debt Service Fund:				
Fund: 413 - Water Capital Improvement Reserve Fund	Claim On Cash	1,156.54	135,092.71	136,249.25
413-111-15		1,156.54	135,092.71	136,249.25
Total Fund: 413 - Water Capital Improvement Reserve Fund:				
Fund: 425 - Water Revenue Bond Fund	Claim On Cash	459,295.94	-318,886.83	140,409.11
425-111-15		459,295.94	-318,886.83	140,409.11
Total Fund: 425 - Water Revenue Bond Fund:				
Fund: 426 - Water Bond Reserve Fund	Claim On Cash	52,198.11	69.68	52,267.79
426-111-15		52,198.11	69.68	52,267.79
Total Fund: 426 - Water Bond Reserve Fund:				
Fund: 431 - Water System Construction Fund	Claim On Cash	419,625.41	560.22	420,185.63
431-111-15		419,625.41	560.22	420,185.63
Total Fund: 431 - Water System Construction Fund:				
Fund: 440 - Ambulance	Claim On Cash	650,807.56	15,903.59	666,711.15
440-111-15		650,807.56	15,903.59	666,711.15
Total Fund: 440 - Ambulance:				
Fund: 500 - Equipment Rental & Replacement	Claim On Cash	26,104.24	127,706.68	153,810.92
500-111-15		26,104.24	127,706.68	153,810.92
Total Fund: 500 - Equipment Rental & Replacement:				
Fund: 625 - Flexible Benefits Plan Fund	Claim On Cash	-2,380.86	100.00	-2,280.86
625-111-15	Cash	11,734.37	840.88	12,575.25
625-111-30		9,353.51	940.88	10,294.39
Total Fund: 625 - Flexible Benefits Plan Fund:				
Grand Totals:		13,195,547.06	-1,418,275.72	11,777,271.34

Detail Report

Date Range: 12/01/2023 - 12/31/2023

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance
001 - Current Expense Fund	1,256,951.52	-296,152.92	960,798.60
005 - Current Expense Reserve Fund	269,381.23	1,359.64	270,740.87
012 - Technology Reserve Fund	10,764.08	-7,451.54	3,312.54
061 - Employee Benefit Reserve Fund	198,994.67	-40,266.91	158,727.76
100 - Street Fund	136,939.52	-52,075.19	84,864.33
120 - Criminal Justice Fund	35,989.96	-1,141.73	34,848.23
121 - Forfeited Proceeds Fund	1,156.22	1.54	1,157.76
130 - Hotel/Motel Tax	57,463.96	2,785.48	60,249.44
201 - ULTGO Bond Fund	17,285.38	23.07	17,308.45
301 - Street Capital Contribution Fund	17,080.54	0.15	17,080.69
305 - Capital Improvement Fund (REET)	319,615.96	23,925.34	343,541.30
306 - Capital Improvement Fund (REET 2)	692,770.57	-29,193.27	663,577.30
309 - CDBG Projects Fund	78,399.56	-76,411.56	1,988.00
311 - Street Improvement Fund	68,224.38	-66,514.43	1,709.95
315 - Facility Maintenance Reserve Fund (	279,748.28	-46,964.88	232,783.40
320 - Equipment Reserve Fund	67,121.03	-23,880.42	43,240.61
330 - Economic Development Fund	2,003,175.87	17.02	2,003,192.89
340 - Economic Development Reserve Fur	73.32	0.10	73.42
400 - Water Fund	425,618.45	-319,090.06	106,528.39
401 - Wastewater Fund	1,709,235.78	152,807.28	1,862,043.06
402 - Stormwater Fund	132,915.48	27,248.87	160,164.35
403 - Stormwater Capital Reserve Fund	249,247.16	-70,265.60	178,981.56
410 - Water Capital Reserve Fund	1,431,126.30	-540,314.65	890,811.65
411 - Wastewater Capital Reserve Fund	1,546,584.46	-88,849.03	1,457,735.43
412 - Wastewater Debt Service Fund	571,142.07	70,741.05	641,883.12
413 - Water Capital Improvement Reserve	1,156.54	135,092.71	136,249.25
425 - Water Revenue Bond Fund	459,295.94	-318,886.83	140,409.11
426 - Water Bond Reserve Fund	52,198.11	69.68	52,267.79
431 - Water System Construction Fund	419,625.41	560.22	420,185.63
440 - Ambulance	650,807.56	15,903.59	666,711.15
500 - Equipment Rental & Replacement	26,104.24	127,706.68	153,810.92
625 - Flexible Benefits Plan Fund	9,353.51	940.88	10,294.39
Grand Total:	13,195,547.06	-1,418,275.72	11,777,271.34

CASH FLOW REPORT

City of College Place

YTD 2023

REVENUES

Fund #	Fund Name	January*	February	March	April	May	June	July	August	September	October	November	December	YTD
001	Current Expense Fund	\$4,006,698	\$491,619	\$ 578,582	\$ 587,336	\$ 1,148,196	\$ 598,081	\$368,417	\$ 383,749	\$ 833,466	\$ 428,018	\$ 1,111,890	\$ 667,644	\$11,203,695
5	Current Expense Fund Reserve	473,766	(1,633)	3,991	1,141	(866)	448	918	1,019	513	895	2,621	3,375	486,190
12	Technology Reserve Fund	451,353	(1,343)	102,932	1,049	(834)	1,344	631	513	100,098	488	21,917	42,707	720,854
61	Employee Benefit Reserve Fund	412,159	(1,418)	3,422	969	(736)	376	773	857	429	739	2,197	2,972	422,741
100	Street Fund	274,873	12,591	223,560	13,471	14,562	22,475	15,865	17,993	222,707	34,072	15,510	40,120	907,800
120	Criminal Justice Fund	39,738	(78)	192	3,967	(38)	25	4,217	63	15,033	4,243	177	161	67,700
121	Forfeited Proceeds Fund	2,033	(7)	18	5	(4)	2	4	4	2	4	11	10	2,082
130	Hotel/Motel Tax	63,432	1,353	3,555	2,771	4,968	3,230	4,417	5,355	4,026	4,849	4,807	3,086	105,850
201	ULTGO Bond Fund	15,269	14	99,219	140	202	39	40	41	389,891	620	561	23	506,060
235	Commercial Drive Bond Debt Service Fund	-	-	-	-	-	0	0	-	-	-	-	-	-
240	Local Improvement District Fund	-	-	-	-	-	0	0	-	-	-	-	-	-
301	Street Capital Contribution Fund	4,137	0	0	1	0	0	0	0	200,000	0	0	0	204,139
305	Capital Improvement Fund (REET)	637,432	2,371	4,662	9,797	7,226	7,659	12,610	23,645	10,602	13,567	22,904	26,298	778,774
306	Capital Improvement Fund (REET 2)	1,373,332	(82)	21,770	11,536	5,885	8,255	13,911	25,072	11,284	14,849	28,247	29,768	1,543,828
309	CDBG Projects Fund	0	26	0	0	33,369	23,227	0	0	0	220,424	0	2,000	279,046
311	Street Improvement Fund	59,731	29,952	54	20,014	149,993	1,614	122,714	197	180,536	81	509	234,437	779,831
315	Facility Maintenance Reserve Fund (CE)	770,395	(2,649)	281,254	2,348	(1,910)	3,284	1,307	1,343	275,450	1,395	4,462	6,739	1,343,418
320	Equipment Reserve Fund	133,266	(107)	156,108	451	(342)	58,282	365	426	155,932	528	1,633	59,517	566,059
330	Economic Development Fund	113,214	15	17	16	17	16	17	17	40,016	17	16	17	153,397
340	Economic Development Reserve Fund	72	0	0	0	0	0	0	0	0	0	0	0	73
400	Water Fund	446,609	118,649	132,873	121,758	104,415	131,899	432,086	276,399	220,052	237,519	170,037	(27,422)	2,364,873
401	Wastewater Fund	1,513,654	247,050	281,959	225,425	216,337	235,380	359,444	169,797	252,731	273,104	264,126	416,188	4,455,194
402	Stormwater Fund	686,951	49,931	58,604	54,106	45,062	41,619	52,655	79,778	53,244	55,943	58,671	84,184	1,320,747
403	Stormwater Capital Reserve Fund	188,124	(648)	51,585	556	(423)	1,012	736	787	186,852	683	1,464	1,310	432,036
410	Water Capital Reserve Fund	673,886	9,412	92,327	3,276	1,393,710	47,614	8,185	8,287	139,091	27,970	78,330	25,677	2,507,763
411	Wastewater Capital Reserve Fund	2,834,831	(2,733)	253,944	7,550	155,452	20,257	8,682	130,893	7,569	85,841	14,715	16,293	3,533,293
412	Wastewater Debt Service Fund	948,757	48,207	51,633	50,266	43,100	46,221	57,454	31,968	46,910	54,492	51,708	76,865	1,507,582
413	Water Capital Improvement Reserve Fund	1,110,099	83,039	89,243	86,350	73,930	77,802	68,122	(10,128)	150,879	105,392	338,461	139,324	2,312,515
425	Water & Sewer Revenue Bond Fund	353,013	1,289	1,146	1,119	1,282	1,155	1,203	1,233	333,309	1,762	1,675	1,716	699,901
426	2007 Water/Sewer Bond Reserve Fund	146,098	368	474	462	530	477	497	510	499	526	509	526	151,477
431	Water System Construction Fund	1,180,344	(4,069)	9,944	2,843	(2,156)	1,113	2,285	2,537	1,277	2,227	6,527	5,582	1,208,455
440	Ambulance Fund	361,568	58,084	59,845	97,987	242,830	188,571	61,097	40,724	57,131	77,638	206,007	91,560	1,543,041
500	Equipment Rental & Replacement	235,165	(316)	174,684	650	(218)	162,855	586	430	127,993	579	935	191,129	894,471
625	Flexible Benefits Plan Fund	14,409	0	1,124	3,373	0	0	2,248	0	2,248	0	0	1,124	24,528
		\$ 19,524,411	\$ 1,138,887	\$ 2,737,594	\$ 1,310,733	\$ 3,633,539	\$ 1,684,333	\$ 1,601,488	\$ 1,193,510	\$ 3,999,772	\$ 1,648,463	\$ 2,410,627	\$ 2,142,931	\$ 43,027,413

*Does not include beginning balances totaling \$ 18,234,120

CASH FLOW REPORT

City of College Place
YTD 2023

EXPENDITURES

Fund #	Fund Name	January	February	March	April	May	June	July	August	September	October	November	December	YTD
001	Current Expense Fund	\$ 450,881	\$ 528,004	\$ 1,350,006	\$ 419,990	\$ 554,447	\$ 628,228	\$ 550,643	\$ 537,139	\$ 1,787,153	\$ 418,499	\$ 482,583	\$ 1,018,533	\$ 8,726,105
5	Current Expense Reserve Fund	4	3	2	2	3	3	3	2	2	3	3	2	32
12	Technology Reserve Fund	61,627	41,512	12,034	38,331	27,648	20,919	94,802	130,300	16,195	38,080	19,006	47,536	547,989
61	Employee Benefit Reserve Fund	906	5,093	4,071	1,065	1,145	985	1,145	905	8,368	3,432	13,071	41,535	81,718
100	Street Fund	56,187	68,306	101,786	78,222	75,052	43,564	27,508	30,208	91,672	47,265	37,642	91,269	748,681
120	Criminal Justice Fund	17,000	0	0	0	0	0	0	0	0	1,332	1,207	1,190	20,731
121	Forfeited Proceeds Fund	0	0	0	0	0	0	0	0	0	0	0	0	0
130	Hotel/Motel Tax	0	0	0	0	2,330	2,941	7,233	4,659	(3,644)	0	0	0	13,522
201	ULTGO Bond Fund	0	0	0	0	84,375	0	0	0	389,891	1	404,375	23	878,666
235	Commercial Drive Bond Debt Service Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
240	Local Improvement District Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
301	Street Capital Contribution Fund	-	-	-	-	0	(1,604)	-	-	200,414	-	-	-	198,810
305	Capital Improvement Fund (REET)	5	88,374	4,503	3	78	9,619	3	3	58,389	20,693	43	3	181,715
306	Capital Improvement Fund (REET 2)	24,390	29,772	64,114	23,445	22,460	27,407	19,256	15,522	8,610	20,483	7	53,623	309,087
309	CDBG Projects Fund	-	-	-	-	1,098	(22,887)	-	-	-	220,424	-	78,412	277,046
311	Street Improvement Fund	45,670	37,652	522	16,410	111,463	30,365	16,934	19,197	230,433	(127,157)	64,315	300,655	746,461
315	Facility Maintenance Reserve Fund (OE)	1,908	26,109	41,434	130,559	437,177	317	51,733	144,601	9,859	37,640	23,145	46,777	951,260
320	Equipment Reserve Fund	59,834	41,363	0	1	1	119,233	2	2	11,751	44,739	19,331	23,972	320,228
330	Economic Development Fund	-	-	-	-	17	16	-	-	40,016	-	-	-	40,050
340	Economic Development Reserve Fund	-	-	-	-	0	0	-	-	0	-	-	-	0
400	Water Fund	174,354	117,564	158,187	115,066	131,267	208,040	116,190	127,332	446,447	112,923	146,649	290,790	2,144,807
401	Wastewater Fund	158,975	166,395	182,276	170,391	175,112	165,226	186,789	134,855	367,117	138,733	110,188	257,738	2,163,795
402	Stormwater Fund	61,453	37,697	126,213	31,939	43,729	44,971	70,960	39,122	61,725	49,959	48,961	52,498	669,227
403	Stormwater Capital Reserve Fund	2	1	7,172	1,812	17,314	57,481	907	229,119	12,391	37,009	13,392	70,599	447,199
410	Water Capital Reserve Fund	25,580	33,315	51,153	46,324	30,519	40,162	34,533	41,737	47,897	79,007	51,437	592,947	1,074,610
411	Wastewater Capital Reserve Fund	11,075	13,526	120,157	99,546	41,031	119,393	157,140	96,490	45,837	36,289	42,210	104,509	887,202
412	Wastewater Debt Service Fund	88,522	4	4	3	11,210	2	4	4	4	4	80,765	3,003	183,529
413	Water Capital Improvement Reserve Fund	5	5	5	4	519,501	2	5	5	783,308	4	4	5	1,302,852
425	Water & Sewer Revenue Bond Fund	3	2	2	1	1	1	1	1	1	2	2	319,501	319,518
426	2007 Water/Sewer Bond Reserve Fund	1	1	1	1	0	0	1	1	1	1	0	0	6
431	Water System Construction Fund	10	6	6	6	7	1,507	6	6	6	7	250,006	6	251,579
440	Ambulance Fund	67,772	79,643	81,206	64,089	81,418	79,785	62,249	67,766	90,703	78,591	63,032	75,264	891,519
500	Equipment Rental & Replacement	88,635	85,452.58	49,007	53,027	75,354	34,281	45,153	40,161	42,376	70,469	57,065	62,860	703,840
625	Flexible Benefits Plan Fund	1,988.34	1,789	2,958	703	80	1,282	1,704	1,330	617	314	1,283	183	14,233
		\$ 1,396,785	\$ 1,401,586	\$ 2,356,818	\$ 1,290,939	\$ 2,443,839	\$ 1,611,238	\$ 1,394,902	\$ 1,660,467	\$ 4,747,540	\$ 1,328,745	\$ 1,929,722	\$ 3,533,434	\$ 25,096,016
GAIN/(LOSS)		\$ 18,127,626	\$ (262,699)	\$ 380,777	\$ 19,794	\$ 1,189,700	\$ 73,086	\$ 206,586	\$ (466,957)	\$ (747,768)	\$ 319,718	\$ 480,905	\$ (1,390,503)	\$ 17,931,398

CASH FLOW REPORT

City of College Place

YTD 2023

NET

Fund #	Fund Name	January	February	March	April	May	June	July	August	September	October	November	December	YTD
001	Current Expense Fund	\$3,555,817	\$ (36,386)	\$ (771,424)	\$ 167,346	\$ 593,748	\$ (30,147)	\$ (182,226)	\$ (153,390)	\$ (953,687)	\$ 9,520	\$ 629,307	\$ (350,888)	\$ 2,477,589
5	Current Expense Fund Reserve	473,763	(1,636)	3,989	1,139	(868)	445	916	1,017	511	892	2,618	3,373	486,158
12	Technology Reserve Fund	389,726	(42,855)	90,898	(37,281)	(28,482)	(19,575)	(94,172)	(129,787)	83,903	(37,593)	2,911	(4,829)	172,865
61	Employee Benefit Reserve Fund	411,253	(6,510)	(649)	(96)	(1,881)	(608)	(371)	(47)	83,903	(2,693)	(10,873)	(36,562)	341,023
100	Street Fund	218,686	(55,714)	121,774	(64,751)	(60,490)	(21,088)	(11,643)	(12,215)	131,036	(13,193)	(22,132)	(51,149)	159,120
120	Criminal Justice Fund	22,738	(78)	191	3,967	(38)	25	4,217	63	15,033	2,911	(1,031)	(1,028)	46,970
121	Forfeited Proceeds Fund	2,033	(7)	18	5	(4)	2	4	4	2	4	11	10	2,082
130	Hotel/Motel Tax	63,432	1,353	3,555	2,771	2,638	290	(2,816)	697	7,670	4,848	4,806	3,085	92,329
201	ULTGO Bond Fund	15,269	14	99,219	140	(84,173)	39	40	41	-	620	(403,814)	-	(372,606)
235	Commercial Drive Bond Debt Service Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
240	Local Improvement District Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
301	Street Capital Contribution Fund	4,137	0	0	1	-	1,604	0	0	(414)	0	0	0	5,329
305	Capital Improvement Fund (REET)	637,427	(86,003)	159	9,794	7,148	(1,959)	12,607	23,643	(47,787)	(7,126)	22,861	26,295	597,059
306	Capital Improvement Fund (REET 2)	1,348,943	(29,854)	(42,344)	(11,908)	(16,575)	(19,152)	(5,344)	9,550	2,674	(5,635)	28,241	(23,855)	1,234,741
309	CDBG Projects Fund	0	26	0	0	32,271	46,114	0	0	0	0	0	(76,411)	2,000
311	Street Improvement Fund	14,061	(7,701)	(469)	3,604	38,530	(28,751)	105,779	(19,000)	(69,897)	127,238	(63,806)	(66,219)	33,371
315	Facility Maintenance Reserve Fund (OE)	768,487	(28,758)	239,820	(128,211)	(439,087)	2,967	(50,426)	(143,258)	265,591	(36,246)	(18,683)	(40,038)	392,158
320	Equipment Reserve Fund	73,432	(41,470)	156,108	450	(343)	(60,951)	364	424	144,181	(44,211)	(17,698)	35,546	245,831
330	Economic Development Fund	113,214	15	17	16	-	-	17	17	-	17	16	17	113,347
340	Economic Development Reserve Fund	72	0	0	0	-	-	0	0	-	0	0	0	73
400	Water Fund	272,255	1,085	(25,313)	6,692	(26,852)	(76,140)	315,897	149,067	(226,395)	124,596	23,388	(318,212)	220,066
401	Wastewater Fund	1,354,678	80,655	99,683	55,034	41,225	70,154	222,656	34,942	(114,386)	134,371	153,938	158,450	2,291,399
402	Stormwater Fund	625,499	12,234	(67,609)	22,167	1,333	(3,352)	(18,305)	40,656	(8,481)	5,984	9,709	31,686	651,519
403	Stormwater Capital Reserve Fund	188,122	(649)	44,413	(1,256)	(17,738)	(56,469)	(171)	(228,333)	174,460	(36,326)	(11,329)	(69,289)	(15,164)
410	Water Capital Reserve Fund	648,306	(23,903)	41,173	(43,049)	1,363,191	7,452	(26,348)	(33,451)	91,194	(51,036)	26,893	(567,270)	1,433,153
411	Wastewater Capital Reserve Fund	2,823,756	(16,259)	133,787	(91,996)	114,421	(99,136)	(148,457)	34,403	(38,268)	49,553	(27,495)	(88,217)	2,646,090
412	Wastewater Debt Service Fund	860,235	48,204	51,629	50,263	31,890	46,219	57,450	31,964	46,906	54,488	(29,057)	73,862	1,324,053
413	Water Capital Improvement Reserve Fund	1,110,095	83,035	89,238	86,346	(445,571)	77,800	68,117	(10,133)	(632,429)	105,388	338,457	139,320	1,009,662
425	Water & Sewer Revenue Bond Fund	353,011	1,287	1,144	1,118	1,281	1,154	1,202	1,232	333,308	1,760	1,673	(317,785)	380,384
426	2007 Water/Sewer Bond Reserve Fund	146,098	368	473	462	529	477	497	509	499	525	509	525	151,471
431	Water System Construction Fund	1,180,335	(4,075)	9,938	2,837	(2,163)	(393)	2,279	2,531	1,271	2,221	(243,480)	5,576	956,877
440	Ambulance Fund	293,795	(21,559)	(21,361)	33,898	161,412	108,786	(1,153)	(27,042)	(33,572)	(954)	142,975	16,296	651,522
500	Equipment Rental & Replacement	146,531	(85,769)	125,677	(52,377)	(75,572)	128,573	(44,568)	(39,731)	85,616	(69,890)	(56,130)	128,270	190,631
625	Flexible Benefits Plan Fund	12,421	(1,789)	(1,834)	2,669	(80)	(1,282)	545	(1,330)	1,631	(314)	(1,283)	941	10,294
		\$ 18,127,626	\$ (262,699)	\$ 381,901	\$ 19,794	\$ 1,189,700	\$ 73,096	\$ 206,586	\$ (466,957)	\$ (747,768)	\$ 319,718	\$ 480,905	\$ (1,390,503)	\$ 17,931,398



City of College Place, WA

Detail vs Budget Report

Account Summary

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001 - Current Expense Fund							
001-311-10-00-00	Real & Personal Prop Tax	-2,103,845.00	-2,018,255.64	-82,731.31	-2,100,986.95	-2,858.05	-0.14%
001-313-11-00-00	Retail Sales & Use Tax	-2,300,000.00	-1,852,979.23	-165,909.95	-2,018,889.18	-281,110.82	-12.22%
001-313-15-00-00	Criminal Justice Tax 3/10th Of 1% C.J.	-450,000.00	-389,970.63	-36,261.16	-426,231.79	-23,768.21	-5.28%
001-313-61-00-00	Natural Gas Use Tax	-28,000.00	-18,884.11	-1,380.27	-20,264.38	-7,735.62	-27.63%
001-313-71-00-00	Criminal Justice Tax	-270,000.00	-225,877.16	-21,013.46	-246,890.62	-23,109.38	-8.56%
001-316-41-00-00	Utility Tax - Priv Utils Electric	-454,800.00	-390,327.50	-31,631.33	-421,958.83	-32,841.17	-7.22%
001-316-43-00-00	Utility Tax - Priv Utils Gas	-122,100.00	-135,728.50	-5,290.00	-141,018.50	18,918.50	15.49%
001-316-45-00-00	Utility Tax - Priv Utils Garbage/Solid Waste	-133,000.00	-136,357.61	-12,388.23	-148,745.84	15,745.84	11.84%
001-316-46-00-00	Utility Tax - Priv Utils Cable	-79,500.00	-82,774.01	-7,574.13	-90,348.14	10,848.14	13.65%
001-316-47-00-00	Utility Tax - Priv Utils Telephone	-96,700.00	-75,155.75	-10,655.01	-85,810.76	-10,889.24	-11.26%
001-316-48-00-00	Utility Tax - Priv Utils Water	-301,300.00	-313,720.74	-112,704.57	-426,425.31	125,125.31	41.53%
001-316-49-00-00	Utility Tax - Priv Utils Wastewater	-352,400.00	-369,582.79	-95,097.48	-464,680.27	112,280.27	31.86%
001-321-91-00-00	Franchise Fees	-77,000.00	-74,608.94	0.00	-74,608.94	-2,391.06	-3.11%
001-321-99-00-02	Other Business Licenses And Permits	-12,000.00	-14,413.31	-1,079.99	-15,493.30	3,493.30	29.11%
001-322-10-00-00	Building/Structures/Equip.	-205,667.00	-142,080.46	-5,079.65	-147,160.11	-58,506.89	-28.45%
001-322-10-00-01	Building Dept Plan Check / Review Fees	-133,683.00	-125,748.14	-1,718.85	-127,466.99	-6,216.01	-4.65%
001-322-30-00-00	Animal Licenses	-4,000.00	-1,855.00	-225.00	-2,080.00	-1,920.00	-48.00%
001-322-90-00-00	Other Non-bus Lic/Permits	-3,000.00	-3,445.75	-571.75	-4,017.50	1,017.50	33.92%
001-322-90-00-01	Concealed Pistol License State Portion	-1,500.00	-714.00	0.00	-714.00	-786.00	-52.40%
001-331-16-60-00	Fed Dir Grant From Dept Of Justice (CFDA #16.607	0.00	-3,146.27	0.00	-3,146.27	3,146.27	0.00%
001-333-20-60-00	Speeding Emphasis Patrols Grant Program	-2,000.00	-671.39	-294.56	-965.95	-1,034.05	-51.70%
001-333-20-60-01	DUI Emphasis Patrols Grant Program	-1,400.00	-1,548.93	0.00	-1,548.93	148.93	10.64%
001-333-20-60-02	Seatbelt Emphasis Patrols Grant Program	-600.00	0.00	0.00	0.00	-600.00	-100.00%
001-333-20-60-03	Distracted Driving Emphasis Patrol Grant Program	-500.00	-636.72	0.00	-636.72	136.72	27.34%
001-334-01-30-00	WSP Fire Marshall Safety Program	-3,000.00	-1,800.00	0.00	-1,800.00	-1,200.00	-40.00%
001-334-03-10-05	Dept Of Ecology - Solid Waste Enforcement Grant	0.00	-2,066.40	0.00	-2,066.40	2,066.40	0.00%
001-334-04-20-05	Dept Of Commerce - Microbusiness Assistance Gr	0.00	0.00	-5,740.00	-5,740.00	5,740.00	0.00%
001-334-04-20-30	St Grant Dept Of Commerce - Drug Task Force Gra	-51,000.00	-67,194.00	-5,000.00	-72,194.00	21,194.00	41.56%
001-334-04-98-00	DOH-EMS Trauma Grant	-1,200.00	-554.00	0.00	-554.00	-646.00	-53.83%
001-336-00-98-00	Local Government Assistance Program	-135,000.00	-78,143.54	-22,532.68	-100,676.22	-34,323.78	-25.43%
001-336-06-51-00	DUI & Other Criminal Justice Assistance	-1,300.00	-682.08	0.00	-682.08	-617.92	-47.53%
001-336-06-94-00	Liquor Excise Tax	-67,605.00	-68,043.88	0.00	-68,043.88	438.88	0.65%
001-336-06-95-00	Liquor Control Brd Profit	-75,391.00	-56,146.72	-18,464.78	-74,611.50	-779.50	-1.03%
001-337-00-00-01	Interlocal Grants - WASP UOF/DTI Training	0.00	-10,000.00	0.00	-10,000.00	10,000.00	0.00%
001-342-10-00-00	Law Enforcement Services	-2,500.00	-5,340.90	-150.00	-5,490.90	2,990.90	119.64%
001-342-10-00-01	Law Enforcement Services - Non LEOFF	0.00	-2,152.72	0.00	-2,152.72	2,152.72	0.00%
001-342-10-00-02	Law Enforcement Services - DUI Restitution	-3,000.00	-1,459.86	-108.98	-1,568.84	-1,431.16	-47.71%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001-342-21-00-02	Fireworks Permits For Sales	-200.00	-200.00	0.00	-200.00	0.00	0.00%
001-342-21-51-00	Intergov Fire Serv /MOB Reimbursement - Person	-15,000.00	-20,563.69	-1,524.80	-22,088.49	7,088.49	47.26%
001-342-21-51-01	Intergov Fire Serv /MOB Reimbursement - Equipm	-25,000.00	-53,552.99	0.00	-53,552.99	28,552.99	114.21%
001-342-21-51-03	Intergov Fire Services /MOB Reimbursement - Tra	-2,000.00	0.00	0.00	0.00	-2,000.00	-100.00%
001-342-40-00-01	Building Inspection Fees - Bldg Dept	-2,000.00	-1,188.00	0.00	-1,188.00	-812.00	-40.60%
001-343-50-00-95	Utility Drainage / St Const - Eng Review Fees	0.00	153.28	0.00	153.28	-153.28	0.00%
001-343-50-01-99	Sewer Inspection Fee	-3,000.00	-2,674.00	0.00	-2,674.00	-326.00	-10.87%
001-345-81-00-01	Administrative Approval With Notice - P&D	0.00	-150.00	0.00	-150.00	150.00	0.00%
001-345-81-00-02	Annexation Fee - P&D	0.00	-500.00	0.00	-500.00	500.00	0.00%
001-345-81-00-04	Boundary Line Adjustment - P&D	-500.00	0.00	0.00	0.00	-500.00	-100.00%
001-345-81-00-08	Preliminary Plat / PUD - P&D	-900.00	0.00	0.00	0.00	-900.00	-100.00%
001-345-81-00-09	Plats, Final P&D	-700.00	0.00	0.00	0.00	-700.00	-100.00%
001-345-81-00-10	Plats, Short P&D	-400.00	-400.00	0.00	-400.00	0.00	0.00%
001-345-81-00-12	Site Plan Application P&D	-3,600.00	-4,350.00	-300.00	-4,650.00	1,050.00	29.17%
001-345-81-00-13	Site Plan Review; SF / MF (Up To 4 Units) P&D	-850.00	-1,600.00	-150.00	-1,750.00	900.00	105.88%
001-345-83-00-00	Plan Checking Fees - Building Dept - Pass Through	-2,000.00	0.00	0.00	0.00	-2,000.00	-100.00%
001-345-83-00-03	Long Plats - Engineering Review Fees	0.00	-100.00	0.00	-100.00	100.00	0.00%
001-345-83-00-04	Non-Plat - Engineering Review Fees	-500.00	0.00	0.00	0.00	-500.00	-100.00%
001-345-83-00-05	Plan Checking Fees - Engineering - Pass Through	-5,000.00	0.00	0.00	0.00	-5,000.00	-100.00%
001-345-83-00-06	Plan Review - Fire Department	-500.00	-1,800.00	-200.00	-2,000.00	1,500.00	300.00%
001-345-86-00-00	Critical Areas Permit P&D	-400.00	0.00	0.00	0.00	-400.00	-100.00%
001-345-86-00-01	SEPA Related Mitigation Fees (Checklist) P&D	-1,000.00	-500.00	0.00	-500.00	-500.00	-50.00%
001-345-89-01-20	Planning & Development Costs - Pass Thru Charge	-10,000.00	-28,588.51	-1,075.00	-29,663.51	19,663.51	196.64%
001-345-89-01-25	Planning & Development Pass Thru Cost Admin. F	-2,000.00	-5,358.87	-215.00	-5,573.87	3,573.87	178.69%
001-345-89-01-27	State Building Code Fee	0.00	-1,267.50	-96.50	-1,364.00	1,364.00	0.00%
001-347-90-00-00	Farmer's Market Vendor Fees	-5,000.00	-4,162.51	0.00	-4,162.51	-837.49	-16.75%
001-347-90-00-01	Vendor Fees - Other Community Events	0.00	-285.00	-110.00	-395.00	395.00	0.00%
001-347-90-00-02	Farmer's Market Pass-through Sales - SNAP/EBT	-900.00	-1,085.04	0.00	-1,085.04	185.04	20.56%
001-347-90-00-03	Fireworks Bonds	0.00	-50.00	0.00	-50.00	50.00	0.00%
001-347-90-00-04	Farmer's Market Pass-through Process - State Mat	0.00	-1,025.20	0.00	-1,025.20	1,025.20	0.00%
001-347-90-00-05	Farmer Market Pass-through Process - DOH Kids C	0.00	-1,300.00	0.00	-1,300.00	1,300.00	0.00%
001-353-10-05-00	Traffic Infraction Penalties	-40,000.00	-20,482.66	-1,474.66	-21,957.32	-18,042.68	-45.11%
001-361-10-00-00	Unrealized Gain/Loss	0.00	-24,237.06	-9,833.43	-34,070.49	34,070.49	0.00%
001-361-11-00-00	Investment Interest	-15,000.00	-39,947.56	-2,880.96	-42,828.52	27,828.52	185.52%
001-361-40-00-00	Sales Interest	-1,500.00	-6,626.71	-741.23	-7,367.94	5,867.94	391.20%
001-361-40-00-43	Interest - Contract Bond Non-Rev	0.00	-4.25	-0.59	-4.84	4.84	0.00%
001-362-00-00-02	Lease Payment (Annual) WWU Community Garde	-1.00	-1.00	0.00	-1.00	0.00	0.00%
001-362-00-50-01	Water Tower Space Rental	-100,000.00	-71,088.75	-3,590.64	-74,679.39	-25,320.61	-25.32%
001-367-11-00-03	Contributions/Gifts - Police Dept	-20,000.00	-10,756.17	-2,000.00	-12,756.17	-7,243.83	-36.22%
001-367-11-00-04	Contr/Donations - Private	-15,000.00	-11,797.02	0.00	-11,797.02	-3,202.98	-21.35%
001-369-10-00-04	Sale Of Surplus - Current Expense	0.00	-1,755.00	0.00	-1,755.00	1,755.00	0.00%
001-369-30-00-00	Sale Of Confiscated And Forfeited Property	0.00	0.00	-5.15	-5.15	5.15	0.00%
001-369-81-00-00	Cashier's Over / Short	0.00	-0.77	0.00	-0.77	0.77	0.00%
001-369-81-01-00	Bank's Over / Short	0.00	959.55	156.86	1,116.41	-1,116.41	0.00%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001-369-91-00-00	Other Misc Revenue	0.00	-7,547.85	0.00	-7,547.85	7,547.85	0.00%
001-369-91-00-02	Misc - Police Fees	0.00	-1,742.54	0.00	-1,742.54	1,742.54	0.00%
001-369-91-00-10	Reimbursements/Refunds	-50,000.00	-2,587.93	0.00	-2,587.93	-47,412.07	-94.82%
001-382-10-00-02	Developer Bond / Deposit For Project	0.00	-101,174.62	0.00	-101,174.62	101,174.62	0.00%
001-389-10-00-03	Building Permit Deposit`	0.00	12,514.93	0.00	12,514.93	-12,514.93	0.00%
001-389-90-00-00	Other Non-Revenues	0.00	-2,363.97	0.00	-2,363.97	2,363.97	0.00%
001-389-90-00-04	Deposits To Travel Advance Account	-3,000.00	0.00	0.00	0.00	-3,000.00	-100.00%
001-511-30-44-01	Advertising / Publication	1,500.00	1,759.09	426.62	2,185.71	-685.71	-45.71%
001-511-60-10-00	Wages & Overtime	8,820.00	8,085.00	735.00	8,820.00	0.00	0.00%
001-511-60-20-00	Personnel Benefits	825.00	688.52	59.15	747.67	77.33	9.37%
001-511-60-31-00	Operating Supplies - Legislative	150.00	0.00	0.00	0.00	150.00	100.00%
001-511-60-31-01	Office Supplies - Legislative	150.00	0.00	0.00	0.00	150.00	100.00%
001-511-60-42-00	Communications	0.00	12.91	0.00	12.91	-12.91	0.00%
001-511-60-43-00	Travel - Council Pos. 1	100.00	0.00	0.00	0.00	100.00	100.00%
001-511-60-43-01	Travel - Council Pos. 2	100.00	0.00	0.00	0.00	100.00	100.00%
001-511-60-43-02	Travel - Council Pos. 3	100.00	0.00	0.00	0.00	100.00	100.00%
001-511-60-43-03	Travel - Council Pos. 4	100.00	0.00	0.00	0.00	100.00	100.00%
001-511-60-43-04	Travel - Council Pos. 5	100.00	0.00	0.00	0.00	100.00	100.00%
001-511-60-43-05	Travel - Council Pos. 6	300.00	0.00	0.00	0.00	300.00	100.00%
001-511-60-43-06	Travel - Council Pos. 7	100.00	0.00	0.00	0.00	100.00	100.00%
001-511-60-48-00	Repairs And Maintenance	50.00	0.00	0.00	0.00	50.00	100.00%
001-511-60-49-00	Misc/Contingency Expense	200.00	125.00	0.00	125.00	75.00	37.50%
001-511-60-49-01	Miscellaneous	400.00	-14,408.95	35.72	-14,373.23	14,773.23	3,693.31%
001-511-60-49-02	Travel/Misc - Council Pos. 1	150.00	0.00	0.00	0.00	150.00	100.00%
001-511-60-49-03	Travel/Misc - Council Pos. 2	150.00	0.00	0.00	0.00	150.00	100.00%
001-511-60-49-04	Travel/Misc - Council Pos. 3	150.00	0.00	0.00	0.00	150.00	100.00%
001-511-60-49-05	Travel/Misc - Council Pos. 4	150.00	0.00	0.00	0.00	150.00	100.00%
001-511-60-49-06	Travel/Misc - Council Pos. 5	150.00	0.00	0.00	0.00	150.00	100.00%
001-511-60-49-07	Travel/Misc - Council Pos. 6	250.00	434.20	176.85	611.05	-361.05	-144.42%
001-511-60-49-08	Travel/Misc - Council Pos. 7	150.00	0.00	0.00	0.00	150.00	100.00%
001-511-60-49-09	Registrations/Fees - Training Classes & Seminars	300.00	95.00	95.00	190.00	110.00	36.67%
001-511-70-49-00	Lobbying Agreement - Port	15,000.00	12,000.00	1,200.00	13,200.00	1,800.00	12.00%
001-511-70-49-01	Lobbying Agreement - Federal	0.00	24,000.00	3,000.00	27,000.00	-27,000.00	0.00%
001-512-50-41-02	Professional Services - Other Than Attorneys	0.00	33,102.04	850.00	33,952.04	-33,952.04	0.00%
001-512-52-41-02	Professional Services - Other Than Attorneys	110,000.00	102,788.13	34,792.15	137,580.28	-27,580.28	-25.07%
001-513-10-10-00	Wages & Overtime	60,872.00	56,831.32	5,101.60	61,932.92	-1,060.92	-1.74%
001-513-10-20-00	Personnel Benefits	19,191.00	17,720.43	1,578.90	19,299.33	-108.33	-0.56%
001-513-10-31-00	Operating Supplies - Executive	1,000.00	765.42	0.00	765.42	234.58	23.46%
001-513-10-31-01	Office Supplies - Executive	400.00	315.32	57.38	372.70	27.30	6.83%
001-513-10-35-00	Small Tools & Minor Equipment	100.00	0.00	0.00	0.00	100.00	100.00%
001-513-10-41-00	Professional Services	200.00	41.85	8.40	50.25	149.75	74.88%
001-513-10-42-00	Communications	1,500.00	1,390.00	155.01	1,545.01	-45.01	-3.00%
001-513-10-43-00	Travel Expense	3,000.00	2,638.00	0.00	2,638.00	362.00	12.07%
001-513-10-43-01	Travel/Training Staff	200.00	0.00	0.00	0.00	200.00	100.00%

Detail vs Budget Report

Detail vs Budget Report		Date Range: 12/01/2023 - 12/31/2023						
Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining	
001-513-10-43-02	Travel / Training Mayor	350.00	1,422.41	0.00	1,422.41	-1,072.41	-306.40%	
001-513-10-44-01	Advertising	420.00	56.44	0.00	56.44	363.56	86.56%	
001-513-10-48-00	Repairs & Maintenance	100.00	31.82	3.17	34.99	65.01	65.01%	
001-513-10-49-00	Miscellaneous	4,500.00	3,455.02	0.00	3,455.02	1,044.98	23.22%	
001-513-10-49-02	Registrations/Fees - Training Classes & Seminars	2,000.00	620.00	0.00	620.00	1,380.00	69.00%	
001-513-10-49-03	Travel Miscellaneous	50.00	0.00	0.00	0.00	50.00	100.00%	
001-513-10-49-50	Misc. AWC Annual Dues / WWVCC Membership	8,300.00	15,697.99	0.00	15,697.99	-7,397.99	-89.13%	
001-514-23-00-01	Conversion Misc	0.00	-34,300.41	0.00	-34,300.41	34,300.41	0.00%	
001-514-23-10-00	Wages & Overtime - Financial Services	70,898.00	63,259.98	5,929.80	69,189.78	1,708.22	2.41%	
001-514-23-20-00	Personnel Benefits	32,810.00	29,988.92	2,727.30	32,716.22	93.78	0.29%	
001-514-23-31-00	Operating Supplies - Budgeting, Accounting	350.00	27.39	8.14	35.53	314.47	89.85%	
001-514-23-31-01	Office Supplies - Budgeting, Accounting	1,000.00	581.57	211.57	793.14	206.86	20.69%	
001-514-23-35-00	Small Tools/Minor Equip.	200.00	0.00	0.00	0.00	200.00	100.00%	
001-514-23-41-00	Professional Services	14,616.00	21,289.59	2,817.20	24,106.79	-9,490.79	-64.93%	
001-514-23-41-01	Professional Servs Prog.	0.00	4.00	0.00	4.00	-4.00	0.00%	
001-514-23-42-00	Communications	1,300.00	1,152.69	82.50	1,235.19	64.81	4.99%	
001-514-23-43-00	Travel	2,000.00	26.32	0.00	26.32	1,973.68	98.68%	
001-514-23-44-01	Advertising	500.00	334.00	1,114.96	1,448.96	-948.96	-189.79%	
001-514-23-48-00	Repairs & Maintenance	800.00	123.54	41.54	165.08	634.92	79.37%	
001-514-23-49-00	Miscellaneous	1,500.00	446.00	312.51	758.51	741.49	49.43%	
001-514-23-49-01	Registration Fees / Training Classes & Seminars	1,000.00	194.60	187.92	382.52	617.48	61.75%	
001-514-30-10-00	Wages/O.T. Record Services	52,120.00	45,975.59	4,534.43	50,510.02	1,609.98	3.09%	
001-514-30-20-00	Personnel Benefits	27,590.00	21,355.25	1,985.23	23,340.48	4,249.52	15.40%	
001-514-30-31-00	Operating Supplies - Records	350.00	62.66	0.00	62.66	287.34	82.10%	
001-514-30-31-01	Office Supplies - Records	550.00	185.48	336.37	521.85	28.15	5.12%	
001-514-30-35-00	Sm Tools/Minor Equip,	200.00	0.00	102.26	102.26	97.74	48.87%	
001-514-30-41-00	Prof Serv - Codification/Records Destruction	51,450.00	47,393.38	3.88	47,397.26	4,052.74	7.88%	
001-514-30-42-00	Communication	825.00	730.73	77.52	808.25	16.75	2.03%	
001-514-30-43-00	Travel	4,000.00	2,172.64	0.00	2,172.64	1,827.36	45.68%	
001-514-30-44-01	Advertising	100.00	0.00	0.00	0.00	100.00	100.00%	
001-514-30-48-00	Repairs & Maintenance	425.00	337.46	41.35	378.81	46.19	10.87%	
001-514-30-49-00	Miscellaneous	650.00	263.60	62.90	326.50	323.50	49.77%	
001-514-30-49-01	Registrations/Fees - Training Classes & Seminars	4,150.00	2,710.46	0.00	2,710.46	1,439.54	34.69%	
001-514-40-45-00	Intergovernmental Election Costs	12,000.00	0.00	7,563.25	7,563.25	4,436.75	36.97%	
001-514-40-49-00	Intergov. Services - Voter Registration	27,000.00	25,037.79	0.00	25,037.79	1,962.21	7.27%	
001-514-81-40-00	Concealed Pistol License Fee	1,000.00	2,244.00	0.00	2,244.00	-1,244.00	-124.40%	
001-514-89-40-00	Remit Of Seized & Forfeit Property To WA St. Trea	0.00	0.00	25.84	25.84	-25.84	0.00%	
001-515-31-10-00	Salary & Wages - City Attorney	58,239.00	53,005.04	4,853.20	57,858.24	380.76	0.65%	
001-515-31-20-00	Personnel Benefits	20,572.00	18,851.28	1,689.64	20,540.92	31.08	0.15%	
001-515-31-31-00	Operating Supplies - City Attorney	775.00	337.98	0.00	337.98	437.02	56.39%	
001-515-31-31-01	Office Supplies - City Attorney	500.00	0.00	0.00	0.00	500.00	100.00%	
001-515-31-35-00	Small Tools/Minor Equipment	150.00	0.00	306.28	306.28	-156.28	-104.19%	
001-515-31-41-00	Prof Legal Servs Retainer	18,000.00	4,335.00	350.00	4,685.00	13,315.00	73.97%	
001-515-31-41-01	Professional Legal Services	6,000.00	760.00	0.00	760.00	5,240.00	87.33%	

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001-515-31-41-02	Professional Services	350.00	0.00	0.00	0.00	350.00	100.00%
001-515-31-41-10	Legal Services - Mayor	250.00	0.00	0.00	0.00	250.00	100.00%
001-515-31-42-00	Communication - City Attorney	460.00	452.70	41.25	493.95	-33.95	-7.38%
001-515-31-43-00	Travel - City Attorney	1,800.00	45.76	0.00	45.76	1,754.24	97.46%
001-515-31-48-00	Repairs & Maintenance - City Attorney	250.00	216.32	24.60	240.92	9.08	3.63%
001-515-31-49-00	Miscellaneous - City Attorney	855.00	0.00	0.00	0.00	855.00	100.00%
001-515-31-49-01	Reg Fees / Train Classes & Seminars - City Atty	500.00	132.00	0.00	132.00	368.00	73.60%
001-515-91-41-00	Professional Services - Legal - Indigent Defense	60,000.00	51,244.37	6,117.88	57,362.25	2,637.75	4.40%
001-517-90-24-00	Employee Benefit Prg Cost	1,200.00	1,000.00	100.00	1,100.00	100.00	8.33%
001-518-10-10-00	Salaries & Wages - HR	54,643.00	45,861.53	4,553.84	50,415.37	4,227.63	7.74%
001-518-10-20-00	Personnel Benefits - HR	26,288.00	21,943.82	2,023.36	23,967.18	2,320.82	8.83%
001-518-10-31-00	Operating Supplies - HR Administration	300.00	186.59	42.33	228.92	71.08	23.69%
001-518-10-31-01	Office Supplies - HR Administration	500.00	365.39	91.87	457.26	42.74	8.55%
001-518-10-31-02	Operating Supplies - HR Wellness	3,500.00	2,128.59	1,193.45	3,322.04	177.96	5.08%
001-518-10-31-03	Office Supplies - HR Wellness	300.00	0.00	47.65	47.65	252.35	84.12%
001-518-10-31-04	Operating Supplies - HR Wellness Grant Reimburs	180.00	23.78	0.00	23.78	156.22	86.79%
001-518-10-41-00	Prof. Services - Labor Negotiations	3,000.00	54.57	3.55	58.12	2,941.88	98.06%
001-518-10-41-01	Professional Services	8,000.00	224.42	3.56	227.98	7,772.02	97.15%
001-518-10-42-00	Communications - HR	500.00	511.21	41.25	552.46	-52.46	-10.49%
001-518-10-43-00	Travel	1,600.00	121.91	0.00	121.91	1,478.09	92.38%
001-518-10-48-00	Repairs And Maintenance	700.00	704.67	0.00	704.67	-4.67	-0.67%
001-518-10-49-00	Miscellaneous	800.00	1,467.75	118.05	1,585.80	-785.80	-98.23%
001-518-10-49-01	Training / Class Registration Fees & Charges	1,400.00	570.60	0.00	570.60	829.40	59.24%
001-518-10-49-02	Train/Class Reg Fees & Charge - City-wide Educat	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00%
001-518-20-10-00	Wages & Overtime	100,800.00	68,268.58	8,297.00	76,565.58	24,234.42	24.04%
001-518-20-20-00	Personnel Benefits	51,373.00	34,106.05	4,298.17	38,404.22	12,968.78	25.24%
001-518-20-31-00	Operating Supplies - Facilities	5,000.00	9,556.74	2,260.94	11,817.68	-6,817.68	-136.35%
001-518-20-31-01	Office Supplies - Facilities	100.00	280.41	336.48	616.89	-516.89	-516.89%
001-518-20-35-00	Sm Tools/Minor Equip	5,000.00	3,390.70	253.61	3,644.31	1,355.69	27.11%
001-518-20-41-00	Professional Services	25,000.00	16,386.29	4,378.04	20,764.33	4,235.67	16.94%
001-518-20-42-00	Communication	500.00	631.57	95.13	726.70	-226.70	-45.34%
001-518-20-43-00	Travel / Training	0.00	366.49	0.00	366.49	-366.49	0.00%
001-518-20-44-01	Advertising	0.00	443.50	0.00	443.50	-443.50	0.00%
001-518-20-45-00	Operating Rentals/Leases	500.00	0.00	0.00	0.00	500.00	100.00%
001-518-20-47-00	Public Utility Services	16,000.00	20,253.18	2,401.54	22,654.72	-6,654.72	-41.59%
001-518-20-47-01	Utilities - Annex Bldg	5,000.00	6,665.87	792.96	7,458.83	-2,458.83	-49.18%
001-518-20-48-00	Repairs & Maintenance	5,000.00	9,924.15	1,194.87	11,119.02	-6,119.02	-122.38%
001-518-20-48-02	Repairs & Maintenance Annex Bldg	2,000.00	774.54	0.00	774.54	1,225.46	61.27%
001-518-30-46-00	Insurance	85,057.00	81,558.12	0.00	81,558.12	3,498.88	4.11%
001-521-10-10-00	Wages & Overtime	159,297.00	154,677.00	12,693.50	167,370.50	-8,073.50	-5.07%
001-521-10-20-00	Personnel Benefits	50,056.00	49,494.34	4,614.05	54,108.39	-4,052.39	-8.10%
001-521-10-20-02	Benefits - Reimbursement Costs	0.00	106.72	0.00	106.72	-106.72	0.00%
001-521-10-31-00	Operating Supplies - Administration	1,000.00	1,447.83	0.00	1,447.83	-447.83	-44.78%
001-521-10-31-01	Office Supplies - Administration	500.00	435.90	0.00	435.90	64.10	12.82%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001-521-10-35-00	Sm Tools/Minor Equipment	2,500.00	957.20	0.00	957.20	1,542.80	61.71%
001-521-10-41-00	Professional Services	7,000.00	6,237.52	1,123.52	7,361.04	-361.04	-5.16%
001-521-10-41-01	Prof Services - Labor Negotiations.	8,500.00	825.00	0.00	825.00	7,675.00	90.29%
001-521-10-41-03	Prof Services - Lexipol Consulting Service	3,500.00	3,561.31	0.00	3,561.31	-61.31	-1.75%
001-521-10-42-00	Communication	5,000.00	4,370.74	638.29	5,009.03	-9.03	-0.18%
001-521-10-43-00	Travel	3,000.00	1,398.65	0.00	1,398.65	1,601.35	53.38%
001-521-10-44-01	Advertising	500.00	1,087.00	0.00	1,087.00	-587.00	-117.40%
001-521-10-48-00	Repairs & Maintenance	200.00	228.37	0.00	228.37	-28.37	-14.19%
001-521-10-49-00	Miscellaneous	2,500.00	2,274.13	144.73	2,418.86	81.14	3.25%
001-521-10-49-01	Registrations / Fees Training Classes & Seminars	3,000.00	442.50	375.00	817.50	2,182.50	72.75%
001-521-10-49-02	Miscellaneous - PD Donations	0.00	313.78	0.00	313.78	-313.78	0.00%
001-521-10-49-03	Miscellaneous - Grant Reimbursed	0.00	5,211.00	0.00	5,211.00	-5,211.00	0.00%
001-521-10-49-96	Interfund Rentals O & M	34,305.00	62,868.36	28,689.86	91,558.22	-57,253.22	-166.89%
001-521-19-10-00	Wages Support Serv	127,948.00	114,348.17	10,494.96	124,843.13	3,104.87	2.43%
001-521-19-20-00	Benefits Support Servs	53,201.00	48,257.01	4,376.30	52,633.31	567.69	1.07%
001-521-19-20-01	Benefits/Uniforms Support Services	400.00	367.68	0.00	367.68	32.32	8.08%
001-521-19-31-00	Operating Supplies - Support Services	2,400.00	194.77	0.00	194.77	2,205.23	91.88%
001-521-19-31-01	Office Supplies - Support Services	2,500.00	1,082.89	0.00	1,082.89	1,417.11	56.68%
001-521-19-35-00	Sm Tools Support Servs	500.00	0.00	0.00	0.00	500.00	100.00%
001-521-19-41-00	Prof Services Support Ser	5,705.00	4,047.18	408.94	4,456.12	1,248.88	21.89%
001-521-19-42-00	Communication Support Ser	0.00	46.63	0.00	46.63	-46.63	0.00%
001-521-19-43-00	Travel Support Services	1,500.00	345.79	0.00	345.79	1,154.21	76.95%
001-521-19-44-01	Advertising Support Servs	250.00	0.00	0.00	0.00	250.00	100.00%
001-521-19-45-00	Oper Rentals Support Serv	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
001-521-19-48-00	Repairs/Maint Support Ser	800.00	394.05	0.00	394.05	405.95	50.74%
001-521-19-49-00	Misc. Support Services	200.00	49.26	0.00	49.26	150.74	75.37%
001-521-19-49-01	Registrations / Fees - Training Classes / Seminars	500.00	0.00	0.00	0.00	500.00	100.00%
001-521-19-49-02	WW SSMA New World Records Sys Support	40,000.00	18,600.97	0.00	18,600.97	21,399.03	53.50%
001-521-21-10-00	Wages Investigation	92,543.00	86,713.88	7,883.19	94,597.07	-2,054.07	-2.22%
001-521-21-20-00	Benefits - Investigation	32,751.00	29,570.58	2,721.69	32,292.27	458.73	1.40%
001-521-21-31-00	Operating Supplies - Investigation	1,500.00	1,712.21	0.00	1,712.21	-212.21	-14.15%
001-521-21-31-01	Office Supplies - Investigation	800.00	426.04	0.00	426.04	373.96	46.75%
001-521-21-35-00	Sm Tools/Equip Invest	500.00	406.30	54.33	460.63	39.37	7.87%
001-521-21-41-00	Prof Servs Investigation	1,500.00	720.72	106.98	827.70	672.30	44.82%
001-521-21-42-00	Communication Invest.	1,400.00	2,098.70	160.04	2,258.74	-858.74	-61.34%
001-521-21-43-00	Travel Investigation	1,000.00	520.00	0.00	520.00	480.00	48.00%
001-521-21-48-00	Repairs/Maint Invest.	75.00	3,220.37	0.00	3,220.37	-3,145.37	-4,193.83%
001-521-21-49-00	Misc Investigation	1,500.00	9.39	0.00	9.39	1,490.61	99.37%
001-521-21-49-01	Registration Fees - Training Classes & Seminars	1,500.00	1,148.00	0.00	1,148.00	352.00	23.47%
001-521-22-10-00	Wages Patrol	870,507.00	743,188.07	66,096.00	809,284.07	61,222.93	7.03%
001-521-22-20-00	Benefits Patrol	302,277.00	251,216.96	20,493.01	271,709.97	30,567.03	10.11%
001-521-22-20-01	Benefits Uniforms Patrol	12,000.00	8,311.00	397.06	8,708.06	3,291.94	27.43%
001-521-22-20-02	Benefits Uniforms BVP Grant-Funded	0.00	1,290.56	0.00	1,290.56	-1,290.56	0.00%
001-521-22-20-03	Patrol Equipment & Clothing Allowance	4,500.00	3,594.49	525.20	4,119.69	380.31	8.45%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001-521-22-31-00	Operating Supplies - Patrol	5,000.00	4,392.83	367.24	4,760.07	239.93	4.80%
001-521-22-31-01	Office Supplies - Patrol	2,200.00	2,028.69	0.00	2,028.69	171.31	7.79%
001-521-22-32-00	Fuel Consumed Patrol	1,000.00	501.76	0.00	501.76	498.24	49.82%
001-521-22-35-00	Sm Tools/Equip Patrol	1,000.00	539.55	0.00	539.55	460.45	46.05%
001-521-22-41-00	Prof Services Patrol	3,500.00	2,464.83	837.24	3,302.07	197.93	5.66%
001-521-22-42-00	Communication Patrol	9,000.00	6,539.80	660.00	7,199.80	1,800.20	20.00%
001-521-22-42-01	Patrol Air Cards - Communication	5,000.00	7,976.13	680.32	8,656.45	-3,656.45	-73.13%
001-521-22-42-00	Repairs/Maint. Patrol	500.00	1,848.42	0.00	1,848.42	-1,348.42	-269.68%
001-521-22-48-00	Miscellaneous Patrol	100.00	11.69	0.00	11.69	88.31	88.31%
001-521-22-49-00	Intergov Servs Patrol - Dispatch Charges	200,000.00	356,920.74	0.00	356,920.74	-156,920.74	-78.46%
001-521-22-49-01	WW PD Support/Maint MDT Software	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
001-521-22-49-02	Interfund Rentals O & M	34,305.00	62,868.36	28,689.86	91,558.22	-57,253.22	-166.89%
001-521-23-10-00	Wages Spec Unit	0.00	12,915.57	6,060.37	18,975.94	-18,975.94	0.00%
001-521-23-20-00	Benefits Spec Unit	0.00	4,537.62	2,118.38	6,656.00	-6,656.00	0.00%
001-521-23-31-00	Operating Supplies - Special Unit	0.00	208.84	0.00	208.84	-208.84	0.00%
001-521-30-10-01	Wages - Drug Task Force	89,125.00	87,268.33	8,083.77	95,352.10	-6,227.10	-6.99%
001-521-30-20-01	Benefits - Drug Task Force	32,252.00	29,582.88	2,743.35	32,326.23	-74.23	-0.23%
001-521-30-31-00	Operating Supplies - Crime Prevention	100.00	406.52	0.00	406.52	-306.52	-306.52%
001-521-30-31-01	Office Supplies - Crime Prevention	100.00	15.27	0.00	15.27	84.73	84.73%
001-521-30-49-00	Misc Crime Prevention	100.00	0.00	0.00	0.00	100.00	100.00%
001-521-30-49-06	Registrations/Fees - Training Classes & Seminars	300.00	0.00	0.00	0.00	300.00	100.00%
001-521-40-31-00	Operating Supplies - Training	17,500.00	9,959.82	3,532.75	13,492.57	4,007.43	22.90%
001-521-40-31-01	Office Supplies - Training	100.00	0.00	0.00	0.00	100.00	100.00%
001-521-40-41-00	Prof Services Training	700.00	967.44	150.00	1,117.44	-417.44	-59.63%
001-521-40-43-00	Travel Training	10,000.00	10,915.96	1,080.61	11,996.57	-1,996.57	-19.97%
001-521-40-48-00	Repairs/Maint Training	1,000.00	130.01	0.00	130.01	869.99	87.00%
001-521-40-49-00	Misc Training	0.00	102.24	0.00	102.24	-102.24	0.00%
001-521-40-49-01	Registrations/Fees - Training Classes & Seminars	30,000.00	20,108.50	754.75	20,863.25	9,136.75	30.46%
001-521-70-10-00	Wages Traffic	289,562.00	247,313.91	22,055.33	269,369.24	20,192.76	6.97%
001-521-70-10-01	Wages - "X52 Sustained Enforce - Speed" Grt Pro	0.00	954.24	219.92	1,174.16	-1,174.16	0.00%
001-521-70-10-02	Wages - Impaired Driving CFDA#20.601 Grant Pro	0.00	480.64	0.00	480.64	-480.64	0.00%
001-521-70-10-04	Wages - Hwy Safety CFDA#20.600 Grant Program	1,500.00	240.32	0.00	240.32	1,259.68	83.98%
001-521-70-10-06	Wages - Use Of Force Grant Reimbursed	0.00	0.00	0.00	0.00	-7,532.02	0.00%
001-521-70-20-00	Benefits Traffic	100,703.00	83,715.95	6,838.00	90,553.95	10,149.05	10.08%
001-521-70-20-01	Benefits - "X52 Sustain Enforce - Speed" Grt Prog	0.00	311.01	74.64	385.65	-385.65	0.00%
001-521-70-20-02	Benefits - Impair Driving CFDA#20.601 Grant Prog	0.00	156.07	0.00	156.07	-156.07	0.00%
001-521-70-20-04	Benefits - Impair Driving CFDA#20.600 Grant Prog	0.00	78.04	0.00	78.04	-78.04	0.00%
001-521-70-20-06	BVFF Pension & Disability Payments	180.00	340.00	0.00	340.00	-160.00	-88.89%
001-521-70-20-07	Benefits - Use Of Force Grant Reimbursed	0.00	0.00	2,467.98	2,467.98	-2,467.98	0.00%
001-521-70-31-00	Operating Supplies - Traffic	250.00	0.00	93.56	93.56	156.44	62.58%
001-521-70-31-01	Office Supplies - Traffic	75.00	3.75	0.00	3.75	71.25	95.00%
001-521-70-35-00	Sm Tools Traffic	200.00	0.00	0.00	0.00	200.00	100.00%
001-521-70-35-01	Small Tools DUI Emphasis Funded	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
001-521-70-41-00	Prof Services Traffic	500.00	0.00	205.63	205.63	294.37	58.87%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001-521-70-48-00	Repairs/Maint Traffic	500.00	0.00	0.00	0.00	500.00	100.00%
001-521-70-49-00	Miscellaneous Traffic	100.00	0.00	0.00	0.00	100.00	100.00%
001-521-70-49-96	Interfund Rentals - O & M	35,000.00	62,868.36	28,689.86	91,558.22	-56,558.22	-161.59%
001-522-10-10-00	Wages & Overtime	47,563.00	42,354.31	3,786.15	46,140.46	1,422.54	2.99%
001-522-10-20-00	Personnel Benefits	15,157.00	13,142.52	1,239.91	14,382.43	774.57	5.11%
001-522-10-20-01	Other Benefits - Uniforms	300.00	0.00	0.00	0.00	300.00	100.00%
001-522-10-31-00	Operating Supplies - Administration	500.00	106.46	0.00	106.46	393.54	78.71%
001-522-10-31-01	Office Supplies - Administration	500.00	893.44	0.00	893.44	-393.44	-78.69%
001-522-10-35-00	Sm Tools & Minor Equipmnt	250.00	0.00	0.00	0.00	250.00	100.00%
001-522-10-41-00	Prof Serv - Comprehens Analysis Of FD Services	500.00	358.93	0.00	358.93	141.07	28.21%
001-522-10-41-02	Professional Services - Admin	0.00	4,279.81	1,467.47	5,747.28	-5,747.28	0.00%
001-522-10-42-00	Communication	1,300.00	1,159.08	202.24	1,361.32	-61.32	-4.72%
001-522-10-43-00	Travel	5,000.00	4,052.47	625.00	4,677.47	322.53	6.45%
001-522-10-43-00	Advertising	500.00	443.50	0.00	443.50	56.50	11.30%
001-522-10-44-01	Repairs & Maintenance	500.00	782.80	93.70	876.50	-376.50	-75.30%
001-522-10-48-00	Miscellaneous	3,500.00	1,929.97	1,880.85	3,810.82	-310.82	-8.88%
001-522-10-49-00	Registrations/Fees - Training Classes & Seminars	3,000.00	2,341.48	0.00	2,341.48	658.52	21.95%
001-522-20-10-00	Wages Fire	169,345.00	140,586.08	13,068.01	153,654.09	15,690.91	9.27%
001-522-20-10-01	Stipends (Volunteers)	35,000.00	39,666.55	3,450.10	43,116.65	-8,116.65	-23.19%
001-522-20-10-02	Wages - Mobilization	0.00	17,066.80	1,309.46	18,376.26	-18,376.26	0.00%
001-522-20-20-00	Benefits Fire	61,423.00	54,706.13	4,854.65	59,560.78	1,862.22	3.03%
001-522-20-20-01	Benefits (Volunteers)	6,118.00	3,343.21	273.99	3,617.20	2,500.80	40.88%
001-522-20-20-02	Benefits - Mobilization	0.00	1,849.61	215.34	2,064.95	-2,064.95	0.00%
001-522-20-20-03	Uniforms - Volunteers	6,500.00	9,000.21	0.00	9,000.21	-2,500.21	-38.46%
001-522-20-20-04	Uniforms - FT Firefighter	4,000.00	1,134.24	0.00	1,134.24	2,865.76	71.64%
001-522-20-31-00	Operating Supplies - Suppression	3,500.00	3,534.33	127.07	3,661.40	-161.40	-4.61%
001-522-20-31-01	Office Supplies - Suppression	300.00	22.91	0.00	22.91	277.09	92.36%
001-522-20-31-02	Fire Mobilization - Protective Equipment	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
001-522-20-31-03	Radios/Pagers - Parts & Supplies	750.00	1,372.64	0.00	1,372.64	-622.64	-83.02%
001-522-20-31-04	Oper Supplies - Vehicles	0.00	13.05	0.00	13.05	-13.05	0.00%
001-522-20-31-05	Wildland Fire - Operating Supplies	0.00	483.36	0.00	483.36	-483.36	0.00%
001-522-20-32-00	Fuel - Suppression	250.00	1,909.96	0.00	1,909.96	-1,659.96	-663.98%
001-522-20-32-02	Fire Mobilization - Fuel Consumed	1,200.00	3,918.23	0.00	3,918.23	-2,718.23	-226.52%
001-522-20-35-00	Sm Tools/Equipment	1,000.00	1,335.91	897.48	2,233.39	-1,233.39	-123.34%
001-522-20-35-01	Small Tools Vehicle	500.00	147.79	0.00	147.79	352.21	70.44%
001-522-20-35-02	Fire Mobilization - Sm Tools / Equipment	800.00	279.20	0.00	279.20	520.80	65.10%
001-522-20-41-00	Fire Dept Personnel Physicals	3,000.00	321.64	2,936.98	3,258.62	-258.62	-8.62%
001-522-20-42-00	Communication - Air Cards For MDTs	0.00	2,846.30	267.06	3,113.36	-3,113.36	0.00%
001-522-20-43-00	Travel - Suppression	0.00	377.88	0.00	377.88	-377.88	0.00%
001-522-20-48-00	Repairs/Maintenance	1,000.00	8,984.03	5.44	8,989.47	-7,989.47	-798.95%
001-522-20-48-01	Repairs/Maint Vehicle	0.00	11.20	0.00	11.20	-11.20	0.00%
001-522-20-48-02	Fire Mobilization - Repairs & Maint.	100.00	526.07	5.44	531.51	-431.51	-431.51%
001-522-20-49-00	Misc Fire	0.00	79.62	0.00	79.62	-79.62	0.00%
001-522-20-49-02	Fire Mobilization - Misc. Expense	500.00	27.69	0.00	27.69	472.31	94.46%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001-522-20-49-04	Intergov Services - Dispatch Charges	25,000.00	45,169.05	0.00	45,169.05	-20,169.05	-80.68%
001-522-20-49-06	BVFF Pension & Disability Payments	1,800.00	1,260.00	0.00	1,260.00	540.00	30.00%
001-522-20-49-96	Interfund Rentals - O & M	30,000.00	39,172.38	3,926.22	43,098.60	-13,098.60	-43.66%
001-522-30-10-00	Wages & OT	40,865.00	36,307.98	3,237.50	39,545.48	1,319.52	3.23%
001-522-30-20-00	Benefits	19,667.00	17,745.99	1,638.07	19,384.06	282.94	1.44%
001-522-30-20-01	Other Benefits/Uniforms	300.00	235.47	0.00	235.47	64.53	21.51%
001-522-30-31-00	Operating Supplies - Prevention / Investigation	2,500.00	458.88	0.00	458.88	2,041.12	81.64%
001-522-30-31-01	Office Supplies - Prevention / Investigation	200.00	0.00	0.00	0.00	200.00	100.00%
001-522-30-41-00	Professional Services	0.00	0.00	27.56	27.56	-27.56	0.00%
001-522-30-42-00	Communication	1,500.00	247.06	41.25	288.31	1,211.69	80.78%
001-522-30-43-00	Travel	1,500.00	0.00	49.05	49.05	1,450.95	96.73%
001-522-30-48-00	Repairs/Maintenance	100.00	0.00	0.00	0.00	100.00	100.00%
001-522-30-49-00	Miscellaneous	750.00	436.19	0.00	436.19	313.81	41.84%
001-522-45-10-00	Wages & OT	78,184.00	65,159.20	6,544.49	71,703.69	6,480.31	8.29%
001-522-45-20-00	Benefits	18,070.00	16,450.80	1,525.22	17,976.02	93.98	0.52%
001-522-45-20-03	Uniforms - FT Firefighter	300.00	620.45	0.00	620.45	-320.45	-106.82%
001-522-45-31-00	Operating Supplies - Training	5,000.00	2,149.17	0.00	2,149.17	2,850.83	57.02%
001-522-45-31-01	Office Supplies - Training	250.00	4.35	0.00	4.35	245.65	98.26%
001-522-45-35-00	Small Tools & Equipment - Training	0.00	21.70	287.80	309.50	-309.50	0.00%
001-522-45-41-00	Professional Services	0.00	0.00	41.34	41.34	-41.34	0.00%
001-522-45-42-00	Communication	0.00	0.00	12.73	12.73	-12.73	0.00%
001-522-45-43-00	Travel	12,000.00	1,946.97	0.00	1,946.97	10,053.03	83.78%
001-522-45-43-00	Repairs/Maintenance	150.00	44.14	0.00	44.14	105.86	70.57%
001-522-45-48-00	Miscellaneous	2,500.00	2,021.60	151.32	2,172.92	327.08	13.08%
001-522-45-49-00	Registrations/Fees - Training Classes & Seminars	4,500.00	7,882.00	0.00	7,882.00	-3,382.00	-75.16%
001-522-45-49-01	Operating Supplies - Facilities	4,000.00	6,155.44	1,165.97	7,321.41	-3,321.41	-83.04%
001-522-50-31-00	Office Supplies - Facilities	100.00	434.39	0.00	434.39	-334.39	-334.39%
001-522-50-31-01	Small Tools/Equipment	150.00	115.69	0.00	115.69	34.31	22.87%
001-522-50-35-00	Professional Services	0.00	35.70	0.00	35.70	-35.70	0.00%
001-522-50-41-00	Public Utility Services	25,000.00	25,462.03	2,463.85	27,925.88	-2,925.88	-11.70%
001-522-50-47-00	Repairs/Maintenance	5,000.00	23,578.77	606.25	24,185.02	-19,185.02	-383.70%
001-522-50-48-00	Miscellaneous	150.00	54.87	0.00	54.87	95.13	63.42%
001-522-50-49-00	Professional Services	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
001-523-60-41-00	Miscellaneous	150.00	0.00	0.00	0.00	150.00	100.00%
001-523-60-49-01	Intergov Services - Cnty Jail Services	35,000.00	32,808.06	5,286.51	38,094.57	-3,094.57	-8.84%
001-523-60-49-01	Wages - Bldg Clerical	18,689.00	17,837.11	1,646.92	19,484.03	-795.03	-4.25%
001-524-10-10-00	Benefits - Bldg Clerical	12,983.00	11,969.69	1,083.61	13,053.30	-70.30	-0.54%
001-524-10-20-00	Wages & OT	123,282.00	114,726.73	10,425.00	125,151.73	-1,869.73	-1.52%
001-524-20-10-00	Benefits	67,692.00	62,778.24	5,627.41	68,405.65	-713.65	-1.05%
001-524-20-20-00	Operating Supplies - Bldg. Inspection	2,600.00	300.50	0.00	300.50	2,299.50	88.44%
001-524-20-31-00	Office Supplies - Bldg. Inspection	500.00	381.14	18.32	399.46	100.54	20.11%
001-524-20-31-01	Sm Tools/Equipment	450.00	0.00	0.00	0.00	450.00	100.00%
001-524-20-35-00	Professional Services	2,000.00	1,633.36	107.89	1,741.25	258.75	12.94%
001-524-20-41-00	Communication	2,893.00	2,658.95	290.13	2,949.08	-56.08	-1.94%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001-524-20-43-00	Travel	4,560.00	826.52	0.00	826.52	3,733.48	81.87%
001-524-20-48-00	Repairs/Maintenance	200.00	309.12	32.60	341.72	-141.72	-70.86%
001-524-20-49-00	Miscellaneous	0.00	597.89	0.00	597.89	-597.89	0.00%
001-524-20-49-01	Training Class Registration Costs - Bldg Dept	7,902.00	1,450.00	0.00	1,450.00	6,452.00	81.65%
001-525-60-49-00	Intergov Servs Emergency Management Cnty	9,400.00	17,200.00	0.00	17,200.00	-7,800.00	-82.98%
001-548-68-49-95	INF CE To ER&R Replacement:	0.00	0.00	6.45	6.45	-6.45	0.00%
001-548-68-49-96	INF ER&R From CE O&M Costs	62,000.00	53,155.53	24,367.22	77,522.75	-15,522.75	-25.04%
001-554-30-10-00	Wages Special Enforcement	62,668.00	53,288.47	4,876.00	58,164.47	4,503.53	7.19%
001-554-30-20-00	Benefits	31,933.00	31,534.84	3,057.27	34,592.11	-2,659.11	-8.33%
001-554-30-20-01	Uniforms	500.00	0.00	0.00	0.00	500.00	100.00%
001-554-30-31-00	Operating Supplies - Special Enforcement	500.00	14.32	256.19	270.51	229.49	45.90%
001-554-30-31-01	Office Supplies - Special Enforcement	300.00	367.55	0.00	367.55	-67.55	-22.52%
001-554-30-35-00	Sm Tools/Equipment	75.00	66.94	0.00	66.94	8.06	10.75%
001-554-30-41-00	Professional Services	10,000.00	10,134.96	1,055.13	11,190.09	-1,190.09	-11.90%
001-554-30-42-00	Communications - Special Enforcement	1,500.00	892.81	81.26	974.07	525.93	35.06%
001-554-30-43-00	Travel	1,500.00	0.00	0.00	0.00	1,500.00	100.00%
001-554-30-48-00	Repairs/maintenance	20.00	0.00	0.00	0.00	20.00	100.00%
001-554-30-49-00	Miscellaneous	40.00	0.00	0.00	0.00	40.00	100.00%
001-554-30-49-01	Registrations/Fees - Training Classes & Seminars	500.00	0.00	0.00	0.00	500.00	100.00%
001-554-30-49-96	Interfund Rentals - O & M	2,300.00	5,889.15	1,829.42	7,718.57	-5,418.57	-235.59%
001-557-20-49-00	Community Services	0.00	122.79	0.00	122.79	-122.79	0.00%
001-558-50-40-00	State Bldg Code Fee	1,500.00	1,164.50	206.00	1,370.50	129.50	8.63%
001-558-60-10-00	Wages & OT	105,130.00	97,243.81	8,672.84	105,916.65	-786.65	-0.75%
001-558-60-20-00	Personnel Benefits	52,123.00	47,667.53	4,301.98	51,969.51	153.49	0.29%
001-558-60-31-00	Operating Supplies - Planning	500.00	90.03	0.00	90.03	409.97	81.99%
001-558-60-31-01	Office Supplies - Planning	300.00	283.53	0.63	284.16	15.84	5.28%
001-558-60-41-00	Professional Services	100,000.00	14,738.93	29,528.12	44,267.05	55,732.95	55.73%
001-558-60-41-01	Professional Services - Grant Reimbursed	20,000.00	0.00	0.00	0.00	20,000.00	100.00%
001-558-60-42-00	Communication	1,500.00	1,570.38	95.64	1,666.02	-166.02	-11.07%
001-558-60-43-00	Travel	2,100.00	110.43	0.00	110.43	1,989.57	94.74%
001-558-60-44-01	Advertising	2,500.00	2,780.29	590.96	3,371.25	-871.25	-34.85%
001-558-60-48-00	Repairs And Maintenance	1,400.00	518.36	38.19	556.55	843.45	60.25%
001-558-60-49-00	Miscellaneous	2,000.00	1,310.29	0.00	1,310.29	689.71	34.49%
001-558-60-49-01	Registrations/Fees - Training Classes & Seminars	900.00	116.04	0.00	116.04	783.96	87.11%
001-558-60-49-02	Intergov Services	5,200.00	8,701.00	0.00	8,701.00	-3,501.00	-67.33%
001-558-70-41-00	Community Development / Planning Prof Servs	35,000.00	21,077.13	160.10	21,237.23	13,762.77	39.32%
001-558-70-49-00	Economic Development - Miscellaneous	10,945.00	4,800.00	6,798.45	11,598.45	-653.45	-5.97%
001-558-75-49-01	Planning & Development Costs - Pass Thru	10,000.00	13,368.52	1,035.10	14,403.62	-4,403.62	-44.04%
001-559-30-49-01	Development / Customer Pass-Through Expense	0.00	63,003.06	0.00	63,003.06	-63,003.06	0.00%
001-564-10-10-00	Mental Health Services - Salaries & Wages	70,000.00	0.00	0.00	0.00	70,000.00	100.00%
001-564-10-20-00	Mental Health Services - Personnel Benefits	25,387.00	0.00	0.00	0.00	25,387.00	100.00%
001-566-00-49-00	Intergovernmentl Services	3,000.00	3,067.76	0.00	3,067.76	-67.76	-2.26%
001-573-90-31-00	Operating Supplies - Community Events	8,000.00	8,750.35	1,468.10	10,218.45	-2,218.45	-27.73%
001-573-90-31-01	Office Supplies - Community Events	600.00	44.58	0.00	44.58	555.42	92.57%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001-573-90-35-00	Sm Tools/Minor Equip.	25,000.00	22,267.87	0.00	22,267.87	2,732.13	10.93%
001-573-90-40-01	Farmer's Market Pass-through Payments - CC	0.00	9.00	0.00	9.00	-9.00	0.00%
001-573-90-40-02	Farmer's Market Pass-through Payments - SNAP/E	1,400.00	1,118.39	0.00	1,118.39	281.61	20.12%
001-573-90-40-03	Farmer Market Pass-through Process - State Matc	1,400.00	827.21	0.00	827.21	572.79	40.91%
001-573-90-40-05	Farmer Market Pass-through Process - DOH Kid Ca	1,400.00	1,297.40	0.00	1,297.40	102.60	7.33%
001-573-90-41-00	Professional Services - Community Events	30,000.00	15,456.04	4,180.07	19,636.11	10,363.89	34.55%
001-573-90-41-02	Professional Services - Blue Mountain United Way	0.00	10,000.00	0.00	10,000.00	-10,000.00	0.00%
001-573-90-41-03	Professional Services - Community Grant	0.00	11,950.00	1,610.00	13,560.00	-13,560.00	0.00%
001-573-90-42-00	Communications - Community Events	1,000.00	892.81	81.26	974.07	25.93	2.59%
001-573-90-42-01	Advertising	9,000.00	4,025.20	0.00	4,025.20	4,974.80	55.28%
001-573-90-49-00	Miscellaneous	2,000.00	1,571.55	0.00	1,571.55	428.45	21.42%
001-573-90-49-01	Community Assistance Program	17,000.00	0.00	0.00	0.00	17,000.00	100.00%
001-576-80-10-00	Wages	60,219.00	55,433.74	4,889.00	60,322.74	-103.74	-0.17%
001-576-80-20-00	Benefits	41,559.00	37,871.84	3,392.10	41,263.94	295.06	0.71%
001-576-80-20-01	Uniforms / Other Benefits	250.00	0.00	0.00	0.00	250.00	100.00%
001-576-80-31-00	Operating Supplies - Parks	8,000.00	11,028.21	1,041.75	12,069.96	-4,069.96	-50.87%
001-576-80-35-00	Sm Tools/Equipment	750.00	476.10	0.00	476.10	273.90	36.52%
001-576-80-41-00	Professional Services	300.00	665.38	0.00	665.38	-365.38	-121.79%
001-576-80-42-00	Communication	300.00	0.00	0.00	0.00	300.00	100.00%
001-576-80-45-00	Operating Rentals	300.00	556.65	116.55	673.20	-373.20	-124.40%
001-576-80-47-00	Utility Services	31,000.00	39,669.87	1,489.42	41,159.29	-10,159.29	-32.77%
001-576-80-48-00	Repairs/Maintenance	5,000.00	110.87	0.00	110.87	4,889.13	97.78%
001-576-80-49-00	Miscellaneous	5,000.00	252.52	0.00	252.52	4,747.48	94.95%
001-576-80-49-01	Intergov Services	1,500.00	0.00	0.00	0.00	1,500.00	100.00%
001-576-80-49-02	Registration Fees / Training Classes & Seminars	500.00	48.00	51.50	99.50	400.50	80.10%
001-576-81-10-00	Wages & OT	18,576.00	27,514.67	3,012.12	30,526.79	-11,950.79	-64.33%
001-576-81-20-00	Personnel Benefits	9,102.00	14,209.80	1,657.94	15,867.74	-6,765.74	-74.33%
001-576-81-20-01	Parks Administration - Uniform	0.00	0.00	8.57	8.57	-8.57	0.00%
001-576-81-31-00	Operating Supplies - Parks Administration	200.00	1.33	0.00	1.33	198.67	99.34%
001-576-81-31-01	Office Supplies - Parks Administration	200.00	6.06	0.06	6.12	193.88	96.94%
001-576-81-42-00	Communication	500.00	375.13	72.47	447.60	52.40	10.48%
001-576-81-43-00	Travel	0.00	574.51	0.00	574.51	-574.51	0.00%
001-576-81-49-00	Miscellaneous	100.00	205.50	41.02	246.52	-146.52	-146.52%
001-582-10-00-03	Refund Of Fireworks Bonds	100.00	0.00	0.00	0.00	100.00	100.00%
001-589-90-00-00	Other Non-Expenditures	500.00	2,182.07	627.33	2,809.40	-2,309.40	-461.88%
001-589-90-00-04	Travel Account Expenditures	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
001-589-90-00-10	Covid-19 Reimbursement	0.00	7,635.75	1,499.94	9,135.69	-9,135.69	0.00%
001-589-90-00-98	Payroll Draw Clearing	0.00	-592.08	0.00	-592.08	592.08	0.00%
001-589-90-00-99	Payroll Clearing	0.00	1,786.89	0.00	1,786.89	-1,786.89	0.00%
001-594-14-64-00	Machinery & Equipment	500.00	0.00	0.00	0.00	500.00	100.00%
001-594-14-64-01	Machinery & Equipment	2,500.00	0.00	0.00	0.00	2,500.00	100.00%
001-594-18-64-16	Machinery And Equipment - HR	250.00	0.00	0.00	0.00	250.00	100.00%
001-594-18-64-19	Machinery/Equipment	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
001-594-21-64-01	Machinery Investigation	8,700.00	20,411.68	0.00	20,411.68	-11,711.68	-134.62%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001-594-21-64-02	Machinery/Equip Patrol	30,000.00	28,853.02	0.00	28,853.02	1,146.98	3.82%
001-594-21-64-05	WASPC TrafficSafety Grant	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
001-594-21-64-09	Equipment Purchases - Traffic Policing	2,500.00	0.00	0.00	0.00	2,500.00	100.00%
001-594-21-64-10	Machinery & Equipment - Grant Funded	2,500.00	0.00	0.00	0.00	2,500.00	100.00%
001-594-21-64-11	Machinery & Equipment - Support Svcs	4,200.00	3,547.97	0.00	3,547.97	652.03	15.52%
001-594-21-64-12	Wildhorse Camera Grant	2,000.00	4,771.50	0.00	4,771.50	-2,771.50	-138.58%
001-594-21-64-55	Machinery/Equipment - Special Enforcement	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
001-594-22-64-10	Equipment - Radios & Pagers (Fire)	19,500.00	9,646.70	2,580.75	12,227.45	7,272.55	37.30%
001-594-22-64-20	Machinery/Equipment	40,000.00	22,054.10	81,476.79	103,530.89	-63,530.89	-158.83%
001-594-22-64-40	Train Equip/Software/Matls - WSP FF Train Progra	2,000.00	5,187.68	0.00	5,187.68	-3,187.68	-159.38%
001-594-22-64-50	Machinery/Equipment	8,000.00	5,713.45	0.00	5,713.45	2,286.55	28.58%
001-594-58-64-01	Machinery & Equipment	300.00	0.00	0.00	0.00	300.00	100.00%
001-594-76-61-00	Land & Land Improvements - Parks	20,000.00	11,781.35	0.00	11,781.35	8,218.65	41.09%
001-594-76-63-00	Other Improvements - Parks	0.00	16,552.40	0.00	16,552.40	-16,552.40	0.00%
001-597-00-00-01	Interfund Transfer CE/Sts	600,000.00	402,000.00	0.00	402,000.00	198,000.00	33.00%
001-597-00-00-03	Transfers-Out - CE To SCCF #101	0.00	200,000.00	0.00	200,000.00	-200,000.00	0.00%
001-597-00-00-05	Transfer To Current Expense Reserve Fund	100,000.00	0.00	1,000.00	1,000.00	99,000.00	99.00%
001-597-00-00-12	Transfer To Technology Reserve Fund	400,000.00	221,000.00	41,000.00	262,000.00	138,000.00	34.50%
001-597-00-00-15	Transfers-Out - CE To Bldg Facility Maint. Reserve	1,100,000.00	552,750.00	2,750.00	555,500.00	544,500.00	49.50%
001-597-00-00-20	CARS GO Bond Payment - INF To 201 Bond Fun	489,050.00	489,050.00	0.00	489,050.00	0.00	0.00%
001-597-00-00-61	Interfund Transf From CE To Empl Bene Reserv #6	100,000.00	0.00	1,000.00	1,000.00	99,000.00	99.00%
001-597-00-04-04	IF Transf To SW Cap For ARPA Exp (CFDA # 21.027)	7,446.00	0.00	0.00	0.00	7,446.00	100.00%
001-597-00-13-11	Transfer From CE To Street Improvement Fund	0.00	150,000.00	227,049.27	377,049.27	-377,049.27	0.00%
001-597-00-15-21	Transfer To 320 For Equipment Replacement	228,351.00	171,263.25	57,087.75	228,351.00	0.00	0.00%
001-597-00-15-22	Transfer To 320 For Equipment Replacement	175,000.00	87,937.50	437.50	88,375.00	86,625.00	49.50%
001-597-00-15-76	Transfer To 320 For Equipment Replacement	100,000.00	50,250.00	250.00	50,500.00	49,500.00	49.50%
Totals:		1,344,146.00	597,764.43	350,411.47	948,175.90	395,970.10	
Totals:		1,344,146.00	597,764.43	350,411.47	948,175.90	395,970.10	
Totals:		1,344,146.00	597,764.43	350,411.47	948,175.90	395,970.10	
001 - Current Expense Fund Totals:		1,344,146.00	597,764.43	350,411.47	948,175.90	395,970.10	
005 - Current Expense Reserve Fund							
005-361-10-00-05	Unrealized Gain/Loss	0.00	-3,700.84	-1,675.28	-5,376.12	5,376.12	0.00%
005-361-11-00-05	Investment Interest	-1,500.00	-7,309.54	-700.03	-8,009.57	6,509.57	433.97%
005-397-00-00-05	Interfund Transfer From Current Expense	-100,000.00	0.00	-1,000.00	-1,000.00	-99,000.00	-99.00%
005-514-29-41-05	Banking Service Fees/Charges	0.00	29.26	2.30	31.56	-31.56	0.00%
Totals:		-101,500.00	-10,981.12	-3,373.01	-14,354.13	-87,145.87	
Totals:		-101,500.00	-10,981.12	-3,373.01	-14,354.13	-87,145.87	
Totals:		-101,500.00	-10,981.12	-3,373.01	-14,354.13	-87,145.87	
005 - Current Expense Reserve Fund Totals:		-101,500.00	-10,981.12	-3,373.01	-14,354.13	-87,145.87	
012 - Technology Reserve Fund							
012-361-10-00-20	Unrealized Gain/Loss	0.00	-2,917.84	-1,406.78	-4,324.62	4,324.62	0.00%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
012-361-11-00-20	Interest Earned - Technology Reserve Fund	-1,000.00	-4,755.80	-300.21	-5,056.01	4,056.01	405.60%
012-397-00-00-13	Interfund Transfer CE To Tech Reserve Fund	-400,000.00	-221,000.00	-41,000.00	-262,000.00	-138,000.00	-34.50%
012-514-20-41-00	Professional Financial / Banking Costs	20.00	24.14	1.93	26.07	-6.07	-30.35%
012-518-88-41-00	Professional Technology Services	99,539.00	44,671.16	6,685.77	51,356.93	48,182.07	48.41%
012-518-88-41-01	Professional Technology Services-Data Storage	3,000.00	2,257.68	0.00	2,257.68	742.32	24.74%
012-518-88-41-01	Salaries & Wages	0.00	14,525.84	5,000.00	19,525.84	-19,525.84	0.00%
012-518-89-10-00	Benefits	0.00	9,586.66	3,215.99	12,802.65	-12,802.65	0.00%
012-518-89-20-00	Operating Supplies - Data Processing	0.00	76.48	260.88	337.36	-337.36	0.00%
012-518-89-31-00	Office Supplies - Data Processing	500.00	688.89	0.16	689.05	-189.05	-37.81%
012-518-89-31-01	Sm Tools/Minor Equipment	400.00	1,541.07	195.64	1,736.71	-1,336.71	-334.18%
012-518-89-35-00	Professional Services	0.00	80.50	0.00	80.50	-80.50	0.00%
012-518-89-41-00	Communication	2,400.00	2,470.91	281.26	2,752.17	-352.17	-14.67%
012-518-89-42-00	Operating Rentals/Leases	1,300.00	0.00	0.00	0.00	1,300.00	100.00%
012-518-89-45-00	Repairs & Maintenance	1,000.00	0.00	0.51	0.51	999.49	99.95%
012-518-89-48-00	Registration Fees - Training Classes & Seminars	200.00	0.00	0.00	0.00	200.00	100.00%
012-518-89-49-01	Cap Leases & Installment Purchas - Postage Meter	1,560.00	778.86	389.43	1,168.29	391.71	25.11%
012-591-18-75-05	Cap Leases & Installment Purchas - Police Dept	21,792.86	0.00	0.00	0.00	21,792.86	100.00%
012-591-21-75-01	Cap Leases & Installment Purchas - CD Copier Lea	2,805.00	2,683.83	233.75	2,917.58	-112.58	-4.01%
012-591-58-75-04	Machinery / Equipment	600.00	383.04	0.00	383.04	216.96	36.16%
012-594-18-64-00	Machinery & Equipment - Technology	18,500.00	54,621.74	0.00	54,621.74	-36,121.74	-195.25%
012-594-18-64-01	Software / Software Update Purchases	277,853.74	366,062.60	31,270.43	397,333.03	-119,479.29	-43.00%
012-594-18-64-03							
	Totals:	30,470.60	271,779.76	4,828.76	276,608.52	-246,137.92	
	Totals:	30,470.60	271,779.76	4,828.76	276,608.52	-246,137.92	
	Totals:	30,470.60	271,779.76	4,828.76	276,608.52	-246,137.92	
	012 - Technology Reserve Fund Totals:	30,470.60	271,779.76	4,828.76	276,608.52	-246,137.92	

061 - Employee Benefit Reserve Fund

061-361-10-00-61	Unrealized Gain/Loss	0.00	-3,142.98	-1,418.32	-4,561.30	4,561.30	0.00%
061-361-11-00-61	Investment Interest-Employee Benefit Reserve	-2,000.00	-6,177.59	-553.84	-6,731.43	4,731.43	236.57%
061-397-00-00-61	IF Trans From CE Fund To Employee Benefit Resv Fu	-100,000.00	0.00	-1,000.00	-1,000.00	-99,000.00	-99.00%
061-518-10-41-50	Professional Services-Banking Fees	25.00	24.87	1.94	26.81	-1.81	-7.24%
061-518-61-20-01	Postemployment Benefits - Med Exp Reimb LEOFF	75,000.00	31,990.93	40,790.07	72,781.00	2,219.00	2.96%
061-518-61-20-02	Postemployment Benefits - Ins Premiums LEOFF 1	12,450.00	8,167.50	742.50	8,910.00	3,540.00	28.43%
	Totals:	-14,525.00	30,862.73	38,562.35	69,425.08	-83,950.08	
	Totals:	-14,525.00	30,862.73	38,562.35	69,425.08	-83,950.08	
	Totals:	-14,525.00	30,862.73	38,562.35	69,425.08	-83,950.08	
	061 - Employee Benefit Reserve Fund Totals:	-14,525.00	30,862.73	38,562.35	69,425.08	-83,950.08	

100 - Street Fund

100-322-40-00-00	Street & Curb Permits	-6,000.00	-5,850.00	-900.00	-6,750.00	750.00	12.50%
100-336-00-71-00	Multimodal Transportation à€“ Cities	-12,812.00	-6,399.02	0.00	-6,399.02	-6,412.98	-50.05%
100-336-00-87-00	Motor Veh Fuel Tax St.	-190,596.00	-168,831.29	-20,082.99	-188,914.28	-1,681.72	-0.88%
100-361-10-00-01	Unrealized Gain/Loss	0.00	-1,395.41	-770.41	-2,165.82	2,165.82	0.00%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
100-361-11-00-01	Investment Interest	-750.00	-3,114.09	-339.36	-3,453.45	2,703.45	360.46%
100-369-91-00-01	Other Misc. Revenue	0.00	-290.78	-17,974.63	-18,265.41	18,265.41	0.00%
100-395-20-00-10	Insurance/Other Compensation For Loss	0.00	-20,359.45	-52.47	-20,411.92	20,411.92	0.00%
100-397-00-00-01	Transfer From CE To Sts	-600,000.00	-402,000.00	0.00	-402,000.00	-198,000.00	-33.00%
100-542-30-10-00	Wages & OT	82,587.00	65,043.53	6,889.22	71,932.75	10,654.25	12.90%
100-542-30-20-00	Benefits	44,125.00	35,273.75	3,865.02	39,138.77	4,986.23	11.30%
100-542-30-20-01	Benefits - Uniforms	800.00	261.18	329.54	590.72	209.28	26.16%
100-542-30-31-00	Operating Supplies - Traveled Way	35,000.00	22,115.08	185.08	22,300.16	12,699.84	36.29%
100-542-30-35-00	Sm Tools/Equipment	500.00	1,223.01	0.00	1,223.01	-723.01	-144.60%
100-542-30-41-00	Professional Services	2,500.00	15,661.32	2,418.46	18,079.78	-15,579.78	-623.19%
100-542-30-42-00	Communications	2,500.00	1,809.94	251.50	2,061.44	438.56	17.54%
100-542-30-43-00	Travel	0.00	581.85	0.00	581.85	-581.85	0.00%
100-542-30-45-00	Operating Rentals	10,000.00	7,190.51	0.00	7,190.51	2,809.49	28.09%
100-542-30-48-00	Repairs/Maintenance	3,500.00	21,254.14	0.00	21,254.14	-17,754.14	-507.26%
100-542-30-49-00	Miscellaneous	300.00	497.06	21.00	518.06	-218.06	-72.69%
100-542-30-49-96	Interfund Rentals - O & M	35,000.00	29,476.60	21,324.29	50,800.89	-15,800.89	-45.15%
100-542-63-47-00	Public Util St. Lighting	40,000.00	48,213.37	7,211.74	55,425.11	-15,425.11	-38.56%
100-542-64-10-00	Wages & OT	32,405.00	16,694.56	1,490.70	18,185.26	14,219.74	43.88%
100-542-64-20-00	Benefits	17,245.00	9,008.48	802.63	9,811.11	7,433.89	43.11%
100-542-64-20-01	Benefits - Uniforms	200.00	102.58	98.98	201.56	-1.56	-0.78%
100-542-64-20-01	Operating Supplies - Traffic Control Devices	35,000.00	46,048.30	1,558.45	47,606.75	-12,606.75	-36.02%
100-542-64-31-00	Sm Tools/Equipment	1,000.00	707.84	243.32	951.16	48.84	4.88%
100-542-64-47-00	Public Utilities	6,800.00	9,056.33	613.96	9,670.29	-2,870.29	-42.21%
100-542-64-49-00	Intergovernmentl Services	7,500.00	6,768.08	1,383.53	8,151.61	-651.61	-8.69%
100-542-64-49-01	Miscellaneous	0.00	21.25	0.00	21.25	-21.25	0.00%
100-542-64-49-96	Interfund Rentals - O & M	14,500.00	14,831.86	10,623.78	25,455.64	-10,955.64	-75.56%
100-542-66-10-00	Wages & OT	19,073.00	5,564.86	496.90	6,061.76	13,011.24	68.22%
100-542-66-20-00	Benefits	10,715.00	3,038.16	267.53	3,305.69	7,409.31	69.15%
100-542-66-20-01	Benefits - Uniforms	0.00	0.00	32.99	32.99	-32.99	0.00%
100-542-66-31-00	Operating Supplies - Snow & Ice Removal	5,000.00	1,195.79	3,010.85	4,206.64	793.36	15.87%
100-542-66-49-00	Miscellaneous	0.00	83.83	0.00	83.83	-83.83	0.00%
100-542-66-49-96	Interfund Rentals - O & M	6,800.00	1,529.85	3,261.18	4,791.03	2,008.97	29.54%
100-542-67-20-01	Benefits - Uniforms	200.00	0.00	0.00	0.00	200.00	100.00%
100-542-70-10-00	Wages & OT	24,182.00	5,564.84	496.90	6,061.74	18,120.26	74.93%
100-542-70-20-00	Benefits	13,782.00	3,059.75	267.52	3,327.27	10,454.73	75.86%
100-542-70-20-01	Benefits - Uniforms	200.00	80.11	33.00	113.11	86.89	43.45%
100-542-70-31-00	Operating Supplies - Roadside	6,000.00	5,492.48	0.00	5,492.48	507.52	8.46%
100-542-70-32-00	Fuel	500.00	0.00	0.00	0.00	500.00	100.00%
100-542-70-35-00	Sm Tools/Equipment	500.00	108.69	43.44	152.13	347.87	69.57%
100-542-70-41-00	Professional Services	0.00	30.00	5.51	35.51	-35.51	0.00%
100-542-70-48-00	Repairs/Maintenance	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
100-542-70-48-10	Road & Street Repairs & Maintenance - Myra Rd	3,000.00	0.00	1,112.83	1,112.83	1,887.17	62.91%
100-542-70-49-00	Intergovernmentl Services	7,800.00	3,904.61	0.00	3,904.61	3,895.39	49.94%
100-542-70-49-96	Interfund Rentals - O & M	9,000.00	3,126.94	2,877.10	6,004.04	2,995.96	33.29%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
100-542-90-10-00	Wages & OT	8,351.00	7,593.71	695.97	8,289.68	61.32	0.73%
100-542-90-20-00	Benefits	4,172.00	3,282.27	291.46	3,573.73	598.27	14.34%
100-543-10-10-00	Wages & OT	54,083.00	49,516.19	4,696.87	54,213.06	-130.06	-0.24%
100-543-10-10-02	Wages - Clerical	984.00	938.80	86.68	1,025.48	-41.48	-4.22%
100-543-10-20-00	Benefits	24,759.00	20,587.26	1,885.40	22,472.66	2,286.34	9.23%
100-543-10-20-02	Benefits - Clerical	683.00	630.06	57.05	687.11	-4.11	-0.60%
100-543-10-31-00	Operating Supplies - Administration	1,850.00	10.97	0.00	10.97	1,839.03	99.41%
100-543-10-31-01	Office Supplies - Administration	500.00	121.11	13.41	134.52	365.48	73.10%
100-543-10-41-00	Professional Services	1,500.00	1,204.01	2,534.06	3,738.07	-2,238.07	-149.20%
100-543-10-42-00	Communication	400.00	373.59	38.89	412.48	-12.48	-3.12%
100-543-10-44-01	Advertising	300.00	1,008.06	0.00	1,008.06	-708.06	-236.02%
100-543-10-47-00	Public Services	1,400.00	1,510.55	260.69	1,771.24	-371.24	-26.52%
100-543-10-49-00	Miscellaneous	500.00	1,523.21	58.17	1,581.38	-1,081.38	-216.28%
100-543-30-41-00	Professional Financial / Banking Costs	400.00	314.54	1.06	315.60	84.40	21.10%
100-543-30-43-00	Travel - Training	500.00	223.55	0.00	223.55	276.45	55.29%
100-543-30-46-00	Insurance	32,261.00	30,939.76	0.00	30,939.76	1,321.24	4.10%
100-543-30-49-00	Miscellaneous	0.00	39.99	0.00	39.99	-39.99	0.00%
100-543-30-49-01	Registrations/Fees - Training Classes & Seminars	500.00	858.00	0.00	858.00	-358.00	-71.60%
100-544-20-10-00	Salary / Wages - City Engineer	2,280.00	1,335.16	0.00	1,335.16	944.84	41.44%
100-544-20-20-00	Benefits - City Engineer	227.00	-226.01	0.00	-226.01	453.01	199.56%
100-544-20-31-00	Operating Supplies - Engineering	200.00	50.00	0.00	50.00	150.00	75.00%
100-544-20-31-01	Office Supplies - Engineering	200.00	20.43	0.00	20.43	179.57	89.79%
100-544-20-41-00	Professional Services - Engineering	37,500.00	40,403.07	132.50	40,535.57	-3,035.57	-8.09%
100-544-20-42-00	Communications - Engineering	0.00	32.64	0.00	32.64	-32.64	0.00%
100-544-20-43-00	Travel Expense - Engineering	0.00	71.54	0.00	71.54	-71.54	0.00%
100-544-20-44-00	Advertising - Engineering	650.00	0.00	0.00	0.00	650.00	100.00%
100-544-20-48-00	Repairs And Maintenance	0.00	0.12	0.00	0.12	-0.12	0.00%
100-544-20-49-00	Miscellaneous - Engineering	150.00	17.36	0.00	17.36	132.64	88.43%
100-544-20-49-01	Training Registration Fees - Engineering	500.00	111.00	0.00	111.00	389.00	77.80%
100-597-00-00-11	Transfer To St Imp Resv.	0.00	50,000.00	7,000.00	57,000.00	-57,000.00	0.00%
100-597-00-01-00	Transfer To 320 For Equipment Replacement	120,000.00	60,300.00	300.00	60,600.00	59,400.00	49.50%
100-597-00-03-12	Inter Fund Transfer - 309	0.00	0.00	2,000.00	2,000.00	-2,000.00	0.00%
Totals:		-36,094.00	49,171.43	51,149.30	100,320.73	-136,414.73	
Totals:		-36,094.00	49,171.43	51,149.30	100,320.73	-136,414.73	
Totals:		-36,094.00	49,171.43	51,149.30	100,320.73	-136,414.73	
100 - Street Fund Totals:		-36,094.00	49,171.43	51,149.30	100,320.73	-136,414.73	

120 - Criminal Justice Fund

120-336-06-21-00	C.J. Funds - Regular	-3,548.00	-3,565.00	0.00	-3,565.00	17.00	0.48%
120-336-06-26-00	C.J. - Municipal Criminal Justice Funding	-12,516.00	-12,582.39	0.00	-12,582.39	66.39	0.53%
120-361-10-00-12	Unrealized Gain/Loss	0.00	-224.65	-94.27	-318.92	318.92	0.00%
120-361-11-00-12	Interest Earned - Criminal Justice	-100.00	-485.76	-67.20	-552.96	452.96	452.96%
120-367-11-00-07	Tribal Grant - Police	0.00	-14,999.00	0.00	-14,999.00	14,999.00	0.00%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
120-521-10-41-02	Banking Service Fees/ Charges - CJ Fund	0.00	1.71	0.13	1.84	-1.84	0.00%
120-521-30-10-12	Salaries & Wages - School Programs Officer	0.00	1,878.90	881.63	2,760.53	-2,760.53	0.00%
120-521-30-20-12	Personnel Benefits - School Programs Officer	0.00	660.09	308.15	968.24	-968.24	0.00%
120-521-30-49-01	Misc Criminal Justice	300.00	0.00	0.00	0.00	300.00	100.00%
120-591-18-75-02	Cap Leases & Installment Purchas - Police Dept	17,000.00	17,000.00	0.00	17,000.00	0.00	0.00%
Totals:		1,136.00	-12,316.10	1,028.44	-11,287.66	12,423.66	
Totals:		1,136.00	-12,316.10	1,028.44	-11,287.66	12,423.66	
Totals:		1,136.00	-12,316.10	1,028.44	-11,287.66	12,423.66	
120 - Criminal Justice Fund Totals:			-12,316.10	1,028.44	-11,287.66	12,423.66	
121 - Forfeited Proceeds Fund							
121-352-90-00-00	Superior Court Forfeited Proceeds (PD)	-500.00	0.00	0.00	0.00	-500.00	-100.00%
121-361-10-00-02	Unrealized Gain/Loss	0.00	-15.89	-7.19	-23.08	23.08	0.00%
121-361-11-00-02	Investment Interest	-20.00	-31.73	-3.00	-34.73	14.73	73.65%
121-514-29-41-21	Bank Service Charges / Costs	0.00	0.11	0.01	0.12	-0.12	0.00%
Totals:		-520.00	-47.51	-10.18	-57.69	-462.31	
Totals:		-520.00	-47.51	-10.18	-57.69	-462.31	
Totals:		-520.00	-47.51	-10.18	-57.69	-462.31	
121 - Forfeited Proceeds Fund Totals:		-520.00	-47.51	-10.18	-57.69	-462.31	
130 - Hotel/Motel Tax							
130-313-31-00-01	Hotel/Motel Lodging	-18,000.00	-20,040.18	-1,354.38	-21,394.56	3,394.56	18.86%
130-313-31-00-02	Transient Rental	-18,000.00	-20,291.41	-1,354.38	-21,645.79	3,645.79	20.25%
130-361-10-00-30	Unrealized Gain/Loss	0.00	-531.04	-249.48	-780.52	780.52	0.00%
130-361-11-01-30	Investment Interest	-150.00	-1,081.72	-127.41	-1,209.13	1,059.13	706.09%
130-557-30-31-30	Community Services - Office & Operating Supplies	10,000.00	0.00	0.00	0.00	10,000.00	100.00%
130-557-30-41-30	Professional Financial / Banking Costs	3.00	4.20	0.34	4.54	-1.54	-51.33%
130-557-30-44-30	Tourism Advertising	3,600.00	3,224.00	0.00	3,224.00	376.00	10.44%
130-557-30-49-01	Contributions To Other Agencies - Miscellaneous	4,000.00	1,000.00	0.00	1,000.00	3,000.00	75.00%
130-557-30-49-30	City Event Entertainment	12,500.00	9,293.14	0.00	9,293.14	3,206.86	25.65%
Totals:		-6,047.00	-28,423.01	-3,085.31	-31,508.32	25,461.32	
Totals:		-6,047.00	-28,423.01	-3,085.31	-31,508.32	25,461.32	
Totals:		-6,047.00	-28,423.01	-3,085.31	-31,508.32	25,461.32	
130 - Hotel/Motel Tax Totals:		-6,047.00	-28,423.01	-3,085.31	-31,508.32	25,461.32	
201 - ULTGO Bond Fund							
201-361-11-00-21	Investment Interest	-10.00	-1,732.70	-23.07	-1,755.77	1,745.77	17,457.70%
201-397-00-00-21	Transfer CE To ULTGO 201	-489,050.00	-489,050.00	0.00	-489,050.00	0.00	0.00%
201-514-29-41-01	Banking Service Fees/Charges - ULTGO Bond Fund	0.00	1.40	0.00	1.40	-1.40	0.00%
201-591-95-71-01	Principle UTGO 2014 Issue (CARS)	320,000.00	320,000.00	0.00	320,000.00	0.00	0.00%
201-592-95-83-01	Interest UTGO 2014 Issue (CARS)	168,750.00	168,750.00	0.00	168,750.00	0.00	0.00%
201-592-95-83-02	Other Debt Service Costs (CARS)	300.00	0.00	0.00	0.00	300.00	100.00%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
Totals:		-10.00	-2,031.30	-23.07	-2,054.37	2,044.37	
Totals:		-10.00	-2,031.30	-23.07	-2,054.37	2,044.37	
Totals:		-10.00	-2,031.30	-23.07	-2,054.37	2,044.37	
201 - ULTGO Bond Fund Totals:		-10.00	-2,031.30	-23.07	-2,054.37	2,044.37	
301 - Street Capital Contribution Fund							
301-345-89-01-23	Street Capital Developer Contributions	-80,828.00	0.00	0.00	0.00	-80,828.00	-100.00%
301-361-11-00-03	Investment Interest	-15.00	-2.50	-0.15	-2.65	-12.35	-82.33%
301-397-00-00-03	Interfund Transfers - CE To SCCF #101	0.00	-200,000.00	0.00	-200,000.00	200,000.00	0.00%
301-597-00-01-01	Interfund Transfer For CARS Signalization	40,000.00	40,000.00	0.00	40,000.00	0.00	0.00%
301-597-00-03-11	Interfund Transfer To Street Improvement Fund	20,828.00	162,018.14	0.00	162,018.14	-141,190.14	-677.89%
Totals:		-20,015.00	2,015.64	-0.15	2,015.49	-22,030.49	
Totals:		-20,015.00	2,015.64	-0.15	2,015.49	-22,030.49	
Totals:		-20,015.00	2,015.64	-0.15	2,015.49	-22,030.49	
301 - Street Capital Contribution Fund Totals:		-20,015.00	2,015.64	-0.15	2,015.49	-22,030.49	
305 - Capital Improvement Fund (REET)							
305-318-34-00-00	Real Estate Excise Tax Local	-220,000.00	-111,729.40	-23,498.64	-135,228.04	-84,771.96	-38.53%
305-361-10-00-35	Unrealized Gain/Loss	0.00	-4,164.57	-1,971.59	-6,136.16	6,136.16	0.00%
305-361-11-00-35	Investment Interest	-2,000.00	-8,858.98	-827.29	-9,686.27	7,686.27	384.31%
305-367-00-00-01	Contrib And Donations From Nongovernmental Se	-64,500.00	0.00	0.00	0.00	-64,500.00	-100.00%
305-514-20-41-35	Professional Financial / Banking Costs	35.00	35.32	2.70	38.02	-3.02	-8.63%
305-594-42-63-00	Street And Path Projects	251,656.00	1,877.66	0.00	1,877.66	249,778.34	99.25%
305-594-42-65-02	Chipsealing / Walla Walla Cnty PW	75,000.00	110,239.50	0.00	110,239.50	-35,239.50	-46.99%
305-595-10-63-00	Professional Services - Engineering Services	60,000.00	69,560.10	0.00	69,560.10	-9,560.10	-15.93%
Totals:		100,191.00	56,959.63	-26,294.82	30,664.81	69,526.19	
Totals:		100,191.00	56,959.63	-26,294.82	30,664.81	69,526.19	
Totals:		100,191.00	56,959.63	-26,294.82	30,664.81	69,526.19	
305 - Capital Improvement Fund (REET) Totals:		100,191.00	56,959.63	-26,294.82	30,664.81	69,526.19	
306 - Capital Improvement Fund (REET 2)							
306-318-35-00-00	REET 2 - Second Quarter Percent	-220,000.00	-122,347.64	-23,498.63	-145,846.27	-74,153.73	-33.71%
306-331-11-00-00	Fed Direct Grant From The Department Of Comm	-62,735.90	0.00	0.00	0.00	-62,735.90	-100.00%
306-334-02-70-01	Rec And Conservation Office Grant - Lions' Park	-185,660.52	0.00	0.00	0.00	-185,660.52	-100.00%
306-334-03-10-09	State Direct/Indirect Grant From Dept Of Ecology	-200,377.44	0.00	0.00	0.00	-200,377.44	-100.00%
306-361-10-00-36	Unrealized Gain/Loss	0.00	-10,040.23	-4,441.89	-14,482.12	14,482.12	0.00%
306-361-11-00-36	Investment Interest	-2,500.00	-19,487.90	-1,827.39	-21,315.29	18,815.29	752.61%
306-367-00-03-06	Local Grants - Lions Park Renovation	-25,471.80	0.00	0.00	0.00	-25,471.80	-100.00%
306-367-11-00-06	Contr/Donations - Private	-76,273.59	-1,513.00	0.00	-1,513.00	-74,760.59	-98.02%
306-514-20-41-36	Professional Financial / Banking Costs	0.00	79.02	6.09	85.11	-85.11	0.00%
306-594-76-63-04	Other Improvements - Parks REET II	0.00	80,553.23	777.50	81,330.73	-81,330.73	0.00%
306-595-30-63-36	Other Capital Improvements - REET 2	306,839.75	174,831.96	52,839.27	227,671.23	79,168.52	25.80%
306-595-30-63-37	Other Capital Improvements - Grant Reimbursed	1,525,519.25	0.00	0.00	0.00	1,525,519.25	100.00%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
Totals:		1,059,339.75	102,075.44	23,854.95	125,930.39	933,409.36	
Totals:		1,059,339.75	102,075.44	23,854.95	125,930.39	933,409.36	
Totals:		1,059,339.75	102,075.44	23,854.95	125,930.39	933,409.36	
306 - Capital Improvement Fund (REET 2) Totals:		1,059,339.75	102,075.44	23,854.95	125,930.39	933,409.36	
309 - CDBG Projects Fund							
309-333-14-00-00	Fed Ind Grt Fr Dept Of Hous/Urb Dev-Sidewalk-CD	-309,400.00	-243,650.19	0.00	-243,650.19	-65,749.81	-21.25%
309-333-14-00-01	Fed Ind Grt Fr Dept Of Hous/Urb Dev-Microbusn-	-15,000.00	-33,369.00	0.00	-33,369.00	18,369.00	122.46%
309-361-10-00-09	Unrealized Gain/Loss	0.00	-0.25	-0.09	-0.34	0.34	0.00%
309-361-11-00-09	Investment Interest - CDBG Project Fund	0.00	-26.16	-0.03	-26.19	26.19	0.00%
309-397-00-03-12	Interfund Transfer Streets	0.00	0.00	-2,000.00	-2,000.00	2,000.00	0.00%
309-558-70-40-00	Economic Dev - Microbusiness Assistance Progra	15,000.00	0.00	0.00	0.00	15,000.00	100.00%
309-595-61-63-00	Capital Expenditures/Expenses - Sidewalks	309,400.00	221,860.91	78,411.57	300,272.48	9,127.52	2.95%
309-595-61-63-01	Cap Expenditures/Expenses - Grant Funded Sidew	0.00	-23,226.50	0.00	-23,226.50	23,226.50	0.00%
Totals:		0.00	-78,411.19	76,411.45	-1,999.74	1,999.74	
Totals:		0.00	-78,411.19	76,411.45	-1,999.74	1,999.74	
Totals:		0.00	-78,411.19	76,411.45	-1,999.74	1,999.74	
309 - CDBG Projects Fund Totals:		0.00	-78,411.19	76,411.45	-1,999.74	1,999.74	
311 - Street Improvement Fund							
311-331-20-00-00	Fed Dir Grt From The Dept Of Transportation.	-164,241.00	-122,507.55	0.00	-122,507.55	-41,733.45	-25.41%
311-331-97-00-02	Fed Dir Grant From The Dept Of Homeland Securit	-223,199.25	0.00	0.00	0.00	-223,199.25	-100.00%
311-334-03-80-06	TIB C Street Grant	-50,000.00	0.00	0.00	0.00	-50,000.00	-100.00%
311-334-03-80-08	TIB Overlay Grants	-85,476.00	0.00	0.00	0.00	-85,476.00	-100.00%
311-361-10-00-11	Unrealized Gain/Loss	0.00	-451.67	-246.22	-697.89	697.89	0.00%
311-361-11-00-11	Investment Interest St. Improvement Fund	-1,500.00	-915.84	-141.10	-1,056.94	-443.06	-29.54%
311-367-00-03-11	Pacific Power Grant	-89,279.70	0.00	0.00	0.00	-89,279.70	-100.00%
311-391-10-00-03	Revenue Bond Proceeds - TIF	-164,589.00	0.00	0.00	0.00	-164,589.00	-100.00%
311-397-00-00-11	Transfer From Streets > St Res	0.00	-50,000.00	-7,000.00	-57,000.00	57,000.00	0.00%
311-397-00-03-11	IF Transfer From Street Cap Devr Contribns Fund	-20,828.00	-162,018.14	0.00	-162,018.14	141,190.14	677.89%
311-397-00-13-11	Transfer From CE To Street Improvement Fund	0.00	-150,000.00	-227,049.27	-377,049.27	377,049.27	0.00%
311-543-30-41-11	Professional Financial / Banking Costs	25.00	2.70	0.34	3.04	21.96	87.84%
311-595-10-63-20	Street Fund Capital Project Engineering	0.00	1,993.52	0.00	1,993.52	-1,993.52	0.00%
311-595-20-63-20	Street Fund Capital Project ROW	0.00	73,955.62	227,049.27	301,004.89	-301,004.89	0.00%
311-595-30-63-12	Roads/Streets Const & Other Infrast-St Improv Fu	12,478.95	837.00	1,395.00	2,232.00	10,246.95	82.11%
311-595-30-63-20	Street Fund Capital Project Roadways	522,618.00	340,053.70	59,630.11	399,683.81	122,934.19	23.52%
311-595-30-63-21	Street Fund Cap Proj Roadways - TIB Grant Portio	324,952.00	20,924.35	12,580.40	33,504.75	291,447.25	89.69%
311-595-31-63-03	Overlays - City Portion	0.00	8,038.50	0.00	8,038.50	-8,038.50	0.00%
Totals:		60,961.00	-40,087.81	66,218.53	26,130.72	34,830.28	
Totals:		60,961.00	-40,087.81	66,218.53	26,130.72	34,830.28	
Totals:		60,961.00	-40,087.81	66,218.53	26,130.72	34,830.28	
311 - Street Improvement Fund Totals:		60,961.00	-40,087.81	66,218.53	26,130.72	34,830.28	

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
315 - Facility Maintenance Reserve Fund (CE)							
315-361-10-00-15	Unrealized Gain/Loss	0.00	-6,037.75	-3,005.05	-9,042.80	9,042.80	0.00%
315-361-11-00-15	Investment Interest- Facility Maint Resv Fund	-1,000.00	-10,649.25	-984.05	-11,633.30	10,633.30	1,063.33%
315-367-00-03-15	Pacific Power Lighting Grant	-20,524.30	0.00	0.00	0.00	-20,524.30	-100.00%
315-367-00-03-16	Contrib And Donations From Nongovernmental Se	-20,000.00	0.00	0.00	0.00	-20,000.00	-100.00%
315-397-00-00-15	Operating Transfer From CE To Bldg Fac Reserve	-1,100,000.00	-552,750.00	-2,750.00	-555,500.00	-544,500.00	-49.50%
315-514-20-41-15	Financial Services / Fees & Charges	100.00	80.26	4.12	84.38	15.62	15.62%
315-518-30-48-15	CE Facility Maintenance & Repairs	0.00	69.62	0.00	69.62	-69.62	0.00%
315-594-18-62-16	Cap Expend/Expense - Bdgs & Structures (Grt Fun	0.00	65,000.00	0.00	65,000.00	-65,000.00	0.00%
315-594-18-62-17	Capital Expenditures/Expenses - Bdgs & Structure	1,133,300.00	835,643.43	24,557.00	860,200.43	273,099.57	24.10%
315-594-18-64-15	Capital Expenditures/Expenses - Equip/Furnishing	30,000.00	3,689.28	22,216.11	25,905.39	4,094.61	13.65%
Totals:		21,875.70	335,045.59	40,038.13	375,083.72	-353,208.02	
Totals:		21,875.70	335,045.59	40,038.13	375,083.72	-353,208.02	
Totals:		21,875.70	335,045.59	40,038.13	375,083.72	-353,208.02	
315 - Facility Maintenance Reserve Fund (CE) Totals:							
320 - Equipment Reserve Fund							
320-361-10-00-04	Unrealized Gain/Loss	0.00	-1,573.68	-1,123.89	-2,697.57	2,697.57	0.00%
320-361-11-00-04	Investment Interest	-2,000.00	-2,460.68	-317.97	-2,778.65	778.65	38.93%
320-397-00-01-00	Transfer From Streets For Equipment Replacement	-120,000.00	-60,300.00	-300.00	-60,600.00	-59,400.00	-49.50%
320-397-00-15-21	Transfer From PD For Equipment Replacement	-228,351.00	-171,263.25	-57,087.75	-228,351.00	0.00	0.00%
320-397-00-15-22	Transfer From FD For Equipment Replacement	-175,000.00	-87,937.50	-437.50	-88,375.00	-86,625.00	-49.50%
320-397-00-15-76	Transfer From Parks For Equipment Replacement	-100,000.00	-50,250.00	-250.00	-50,500.00	-49,500.00	-49.50%
320-514-89-41-20	Professional Financial / Banking Costs	33.00	13.25	1.54	14.79	18.21	55.18%
320-591-21-75-03	Capital Leases & Installment Purchases - PD	168,351.00	7,175.09	12,816.23	19,991.32	148,359.68	88.13%
320-594-18-64-20	Vehicles/Equip CE	0.00	93,897.40	0.00	93,897.40	-93,897.40	0.00%
320-594-21-64-32	Vehicles/Equip Police Department	60,000.00	195,046.91	0.00	195,046.91	-135,046.91	-225.08%
320-594-22-64-31	Vehicles/Equip Fire Department	0.00	0.00	11,153.80	11,153.80	-11,153.80	0.00%
320-594-22-64-32	Vehicles/Equip Fire Department Mobilization	175,000.00	0.00	0.00	0.00	175,000.00	100.00%
320-594-42-64-32	Vehicles/Equip Streets	120,000.00	0.00	0.00	0.00	120,000.00	100.00%
320-594-48-64-03	Capital Expenditures/Expenses - Machinery & Equ	100,000.00	123.50	0.00	123.50	99,876.50	99.88%
Totals:		-1,967.00	-77,528.96	-35,545.54	-113,074.50	111,107.50	
Totals:		-1,967.00	-77,528.96	-35,545.54	-113,074.50	111,107.50	
Totals:		-1,967.00	-77,528.96	-35,545.54	-113,074.50	111,107.50	
320 - Equipment Reserve Fund Totals:							
330 - Economic Development Fund							
330-361-11-00-30	Interest Earned Economic Development	-200.00	-183.29	-17.02	-200.31	0.31	0.16%
330-397-00-01-01	Interfund Transfer For Signalization	-40,000.00	-40,000.00	0.00	-40,000.00	0.00	0.00%
330-595-20-63-03	ROW Acquisition	40,000.00	0.00	0.00	0.00	40,000.00	100.00%
Totals:		-200.00	-40,183.29	-17.02	-40,200.31	40,000.31	
Totals:		-200.00	-40,183.29	-17.02	-40,200.31	40,000.31	

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
Totals:		-200.00	-40,183.29	-17.02	-40,200.31	40,000.31	
330 - Economic Development Fund Totals:		-200.00	-40,183.29	-17.02	-40,200.31	40,000.31	
340 - Economic Development Reserve Fund							
Interest Earned - Econ Development Reserve Fund		0.00	-1.05	-0.10	-1.15	1.15	0.00%
Totals:		0.00	-1.05	-0.10	-1.15	1.15	0.00%
Totals:		0.00	-1.05	-0.10	-1.15	1.15	0.00%
Totals:		0.00	-1.05	-0.10	-1.15	1.15	0.00%
340 - Economic Development Reserve Fund Totals:		0.00	-1.05	-0.10	-1.15	1.15	0.00%
400 - Water Fund							
400-341-70-00-00	Sale Of Merchandise	-58,304.00	-6,339.56	0.00	-6,339.56	-51,964.44	-89.13%
400-343-40-00-00	Water Sales	-1,600,822.00	-1,442,964.43	-171,877.64	-1,614,842.07	14,020.07	0.88%
400-343-40-00-01	Water Sales - Irrigation Only	0.00	-573.51	0.00	-573.51	573.51	0.00%
400-343-40-00-02	Water Charges For Utility Tax	-285,310.00	-256,096.49	-58,409.41	-314,505.90	29,195.90	10.23%
400-343-40-01-40	Water Front Footage Fees	0.00	0.00	-35,760.00	-35,760.00	35,760.00	0.00%
400-343-40-01-70	Misc Util Fees/Activation Fees	-8,056.00	-1,565.38	-47.64	-1,613.02	-6,442.98	-79.98%
400-343-40-01-85	Water - Sale Of Materials & Services	-14,812.00	-18,239.91	-1,221.80	-19,461.71	4,649.71	31.39%
400-343-40-01-99	Utility Balance on SBX Conversion	0.00	-301,651.27	301,651.27	0.00	0.00	0.00%
400-359-90-00-40	Penalty/Late Fee	-20,000.00	-18,453.04	-2,942.17	-21,395.21	1,395.21	6.98%
400-361-10-00-40	Unrealized Gain/Loss	0.00	-2,157.25	-892.88	-3,050.13	3,050.13	0.00%
400-361-11-00-40	Investment Interest	-2,000.00	-5,236.48	-752.23	-5,988.71	3,988.71	199.44%
400-362-00-00-01	Water - Hydrant Meter & Backflow Rental Fees	-1,060.00	-1,915.83	0.00	-1,915.83	855.83	80.74%
400-362-00-50-40	Rental Charges / Fees	-19,044.00	-16,425.45	-1,825.05	-18,250.50	-793.50	-4.17%
400-369-10-00-06	Sale Of Surplus - Water	-5,405.00	-21.60	0.00	-21.60	-5,383.40	-99.60%
400-369-91-00-40	Other Misc. Revenues	0.00	-246.79	0.00	-246.79	246.79	0.00%
400-382-10-00-01	Water - Hydrant Meter DEPOSIT	0.00	-3,530.00	-500.00	-4,030.00	4,030.00	0.00%
400-534-10-10-00	Wages & OT	99,663.00	93,953.52	8,528.12	102,481.64	-2,818.64	-2.83%
400-534-10-20-00	Benefits	41,983.00	37,981.77	3,406.95	41,388.72	594.28	1.42%
400-534-10-31-00	Operating Supplies - Administration	1,000.00	273.85	19.54	293.39	706.61	70.66%
400-534-10-31-01	Office Supplies - Administration	1,500.00	525.81	21.62	547.43	952.57	63.50%
400-534-10-35-00	Small Tools/Equipment	500.00	0.00	8.66	8.66	491.34	98.27%
400-534-10-41-00	Professional Service	42,000.00	39,325.95	8,503.35	47,829.30	-5,829.30	-13.88%
400-534-10-42-00	Communication	4,000.00	3,759.39	479.39	4,238.78	-238.78	-5.97%
400-534-10-43-00	Travel	3,000.00	3,100.87	0.00	3,100.87	-100.87	-3.36%
400-534-10-44-00	External Taxes	115,000.00	116,690.37	12,292.09	128,982.46	-13,982.46	-12.16%
400-534-10-44-01	Advertising	1,000.00	1,138.56	0.00	1,138.56	-138.56	-13.86%
400-534-10-44-02	Utility Tax	290,000.00	313,720.74	112,704.57	426,425.31	-136,425.31	-47.04%
400-534-10-46-00	Insurance	66,436.00	63,694.54	0.00	63,694.54	2,741.46	4.13%
400-534-10-49-00	Miscellaneous	3,500.00	5,704.63	17.24	5,721.87	-2,221.87	-63.48%
400-534-10-49-01	Registrations/Fees - Training Classes & Seminars	3,500.00	2,132.10	98.74	2,230.84	1,269.16	36.26%
400-534-20-10-00	Salaries & Wages	25,899.00	24,156.55	2,158.32	26,314.87	-415.87	-1.61%
400-534-20-20-00	Benefits	12,575.00	11,557.30	1,034.73	12,592.03	-17.03	-0.14%
400-534-20-49-00	Miscellaneous	0.00	16.35	0.00	16.35	-16.35	0.00%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
400-534-27-10-00	Water Utilities - Salaries & Wages	101,468.00	85,270.74	8,508.62	93,779.36	7,688.64	7.58%
400-534-27-20-00	Water Utilities - Personnel Benefits	49,248.00	40,331.95	3,716.35	44,048.30	5,199.70	10.56%
400-534-27-31-00	Water Utilities - Operating Supplies	1,500.00	54.61	321.85	376.46	1,123.54	74.90%
400-534-27-31-01	Water Utilities - Office Supplies	1,000.00	2,440.57	186.81	2,627.38	-1,627.38	-162.74%
400-534-27-35-00	Water Utilities - Small Tools And Minor Equipment	200.00	21.46	0.00	21.46	178.54	89.27%
400-534-27-41-00	Water Utilities - Professional Services	22,704.00	23,954.57	3,822.64	27,777.21	-5,073.21	-22.35%
400-534-27-42-00	Water Utilities - Communications	5,000.00	3,654.57	310.31	3,964.88	1,035.12	20.70%
400-534-27-43-00	Water Utilities - Travel	400.00	641.26	0.00	641.26	-241.26	-60.32%
400-534-27-43-00	Advertising	0.00	0.00	158.10	158.10	-158.10	0.00%
400-534-27-44-01	Water Utilities - Repairs & Maintenance	300.00	349.81	62.08	411.89	-111.89	-37.30%
400-534-27-48-00	Water Utilities - Miscellaneous	300.00	33.86	27.75	61.61	238.39	79.46%
400-534-27-49-00	Water Utilities - Reg/Fees - Trainings & Seminars	500.00	706.28	87.92	794.20	-294.20	-58.84%
400-534-50-10-00	Wages & OT	286,139.00	257,455.02	18,340.64	275,795.66	10,343.34	3.61%
400-534-50-20-00	Benefits	149,022.00	131,068.25	9,559.73	140,627.98	8,394.02	5.63%
400-534-50-20-01	Benefits Uniforms	1,500.00	1,179.03	579.95	1,758.98	-258.98	-17.27%
400-534-50-31-00	Operating Supplies - Maintenance	120,000.00	39,643.21	41,212.64	80,855.85	39,144.15	32.62%
400-534-50-35-00	Sm Tools/Equipment	1,500.00	1,758.02	433.71	2,191.73	-691.73	-46.12%
400-534-50-41-00	Professional Services	3,000.00	7,333.34	248.57	7,581.91	-4,581.91	-152.73%
400-534-50-43-00	Travel	200.00	2,070.67	294.65	2,365.32	-2,165.32	-1,082.66%
400-534-50-45-00	Operating Rentals/Leases	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
400-534-50-48-00	Repairs & Maintenance	10,000.00	7,407.91	0.00	7,407.91	2,592.09	25.92%
400-534-50-49-00	County 911 / Dispatch Services	2,100.00	2,096.00	0.00	2,096.00	4.00	0.19%
400-534-50-49-01	Miscellaneous	200.00	1,055.00	240.87	1,295.87	-1,095.87	-547.94%
400-534-50-49-96	Interfund Rentals - O & M	46,000.00	55,040.29	20,066.80	75,107.09	-29,107.09	-63.28%
400-534-80-10-00	Wages & OT	11,549.00	10,626.51	956.39	11,582.90	-33.90	-0.29%
400-534-80-20-00	Benefits	5,869.00	5,238.49	464.07	5,702.56	166.44	2.84%
400-534-80-31-00	Operating Supplies - General	30,000.00	20,859.79	1,010.90	21,870.69	8,129.31	27.10%
400-534-80-33-00	Water Purchase For Resale	1,000.00	46,479.30	0.00	46,479.30	-45,479.30	-4,547.93%
400-534-80-35-00	Small Tools/Equipment	1,000.00	774.51	0.00	774.51	225.49	22.55%
400-534-80-41-00	Water Utilities - Prof Services - Water Testing	17,000.00	14,353.60	5,586.43	19,940.03	-2,940.03	-17.29%
400-534-80-47-00	Public Utility Services	165,000.00	164,383.59	7,003.02	171,386.61	-6,386.61	-3.87%
400-534-80-48-00	Repairs/Maintenance	15,000.00	58,807.49	1,896.48	60,703.97	-45,703.97	-304.69%
400-534-80-49-00	Intergov Maintenance	7,500.00	4,393.70	0.00	4,393.70	3,106.30	41.42%
400-534-80-49-01	Miscellaneous	200.00	110.50	92.48	202.98	-2.98	-1.49%
400-534-90-41-00	Professional Financial / Banking Costs	920.00	768.65	1.22	769.87	150.13	16.32%
400-594-34-63-04	Other Capital Improvements	0.00	1,984.00	0.00	1,984.00	-1,984.00	0.00%
400-594-34-64-04	Machinery/Equipment	4,500.00	1,810.44	0.00	1,810.44	2,689.56	59.77%
400-594-34-64-05	Capital Expenditures/Expenses - Machinery & Equ	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
400-594-34-64-27	Water Utilities - Machinery & Equipment	0.00	0.00	16,125.50	16,125.50	-16,125.50	0.00%
400-597-34-00-41	IF Transfer-Revenue Resvd For Rate-Funded Capita	100,000.00	100,000.00	0.00	100,000.00	0.00	0.00%
400-597-34-00-95	Interfund Rentals - Repl	80,000.00	40,200.00	200.00	40,400.00	39,600.00	49.50%
Totals:		-58,438.00	-223,327.70	318,212.25	94,884.55	-153,322.55	
Totals:		-58,438.00	-223,327.70	318,212.25	94,884.55	-153,322.55	

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
Totals:		-58,438.00	-223,327.70	318,212.25	94,884.55	-153,322.55	
400 - Water Fund Totals:		-58,438.00	-223,327.70	318,212.25	94,884.55	-153,322.55	
401 - Wastewater Fund							
401-343-50-00-00	Wastewater Charges	-2,688,157.00	-2,312,804.06	-335,046.66	-2,647,850.72	-40,306.28	-1.50%
401-343-50-00-02	Wastewater Charges For Utility Tax	-364,796.00	-313,089.66	-45,501.45	-358,591.11	-6,204.89	-1.70%
401-343-50-00-41	Misc Util Fees & Charges	-2,261.00	150.99	-47.25	103.74	-2,364.74	-104.59%
401-343-50-01-41	Wastewater Front Footage Fees	0.00	0.00	-23,840.00	-23,840.00	23,840.00	0.00%
401-343-50-02-41	Sewer Assessment Charges	-2,027.00	-1,271.65	0.00	-1,271.65	-755.35	-37.26%
401-359-90-00-41	Penalty/Late Fee	-3,125.00	-6,489.17	-809.35	-7,298.52	4,173.52	133.55%
401-361-10-00-41	Unrealized Gain/Loss	0.00	-8,914.54	-4,017.04	-12,931.58	12,931.58	0.00%
401-361-11-00-41	Investment Interest WW	-3,000.00	-30,942.95	-3,925.78	-34,868.73	31,868.73	1,062.29%
401-369-91-00-41	Other Misc Revenues	0.00	-92,220.86	0.00	-92,220.86	92,220.86	0.00%
401-397-41-24-11	TTransfer of Surplus to Capital Reserve	0.00	0.00	-3,000.00	-3,000.00	3,000.00	0.00%
401-535-10-10-00	Wages & OT	89,591.00	83,606.56	7,553.71	91,160.27	-1,569.27	-1.75%
401-535-10-20-00	Benefits	32,070.00	28,932.47	2,587.61	31,520.08	549.92	1.71%
401-535-10-31-01	Office Supplies - Administration	500.00	246.10	16.46	262.56	237.44	47.49%
401-535-10-41-00	Professional Services	1,300,000.00	1,002,211.84	111,448.05	1,113,659.89	186,340.11	14.33%
401-535-10-42-00	Communication	350.00	181.70	15.08	196.78	153.22	43.78%
401-535-10-43-00	Travel	500.00	2,707.72	0.00	2,707.72	-2,207.72	-441.54%
401-535-10-44-00	External Taxes	68,000.00	48,729.23	5,666.70	54,395.93	13,604.07	20.01%
401-535-10-44-02	Utility Tax	330,000.00	369,582.79	95,097.48	464,680.27	-134,680.27	-40.81%
401-535-10-46-00	Insurance	100,574.00	96,445.65	0.00	96,445.65	4,128.35	4.10%
401-535-10-49-00	Misc	11,500.00	2,131.28	3.88	2,135.16	9,364.84	81.43%
401-535-10-49-01	Registrations/Fees - Training Classes & Seminars	500.00	599.79	2.25	602.04	-102.04	-20.41%
401-535-20-10-00	Salaries & Wages	26,979.00	25,163.08	2,248.25	27,411.33	-432.33	-1.60%
401-535-20-20-00	Benefits	13,099.00	12,035.93	1,077.86	13,113.79	-14.79	-0.11%
401-535-20-42-00	Communication	0.00	5.22	0.00	5.22	-5.22	0.00%
401-535-27-10-00	Sewer Utilities - Salaries & Wages	103,153.00	86,354.22	8,633.43	94,987.65	8,165.35	7.92%
401-535-27-20-00	Sewer Utilities - Personnel Benefits	49,938.00	40,432.98	3,720.76	44,153.74	5,784.26	11.58%
401-535-27-31-00	Sewer Utilities - Operating Supplies	500.00	56.78	487.65	544.43	-44.43	-8.89%
401-535-27-31-01	Sewer Utilities - Office Supplies	1,000.00	3,389.36	195.99	3,585.35	-2,585.35	-258.54%
401-535-27-35-00	Sewer Utilities - Small Tools And Minor Equipment	200.00	0.00	0.00	0.00	200.00	100.00%
401-535-27-41-00	Sewer Utilities - Professional Services	30,578.00	25,755.11	5,568.33	31,323.44	-745.44	-2.44%
401-535-27-42-00	Sewer Utilities - Communications	500.00	6,623.25	589.42	7,212.67	-6,712.67	-1,342.53%
401-535-27-43-00	Sewer Utilities - Travel	400.00	631.99	0.00	631.99	-231.99	-58.00%
401-535-27-44-01	Advertising	0.00	0.00	190.65	190.65	-190.65	0.00%
401-535-27-48-00	Sewer Utilities - Repairs & Maintenance	300.00	478.23	94.06	572.29	-272.29	-90.76%
401-535-27-49-00	Sewer Utilities - Miscellaneous	300.00	26.60	25.90	52.50	247.50	82.50%
401-535-27-49-01	Sewer Utilities - Reg/Fees - Trainings & Seminars	500.00	437.13	91.17	528.30	-28.30	-5.66%
401-535-50-31-00	Operating Supplies - Maintenance	500.00	70.89	0.00	70.89	429.11	85.82%
401-535-50-35-00	Small Tools / Equipment	0.00	468.26	0.00	468.26	-468.26	0.00%
401-535-50-41-00	Professional Services	0.00	88.74	0.00	88.74	-88.74	0.00%
401-535-50-48-00	Repairs / Maintenance	3,000.00	983.06	1,504.33	2,487.39	512.61	17.09%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
401-535-50-49-00	Intergov Services	2,500.00	1,043.92	0.00	1,043.92	1,456.08	58.24%
401-535-50-49-01	County 911 / Dispatch Services	2,096.00	2,096.00	0.00	2,096.00	0.00	0.00%
401-535-50-49-96	Interfund Rentals - O & M	17,500.00	3,882.54	1,914.45	5,796.99	11,703.01	66.87%
401-535-80-41-00	Professional Services	24,000.00	13,864.47	0.00	13,864.47	10,135.53	42.23%
401-535-80-47-00	Public Utility Services	11,000.00	26,771.48	2,614.70	29,386.18	-18,386.18	-167.15%
401-535-80-48-00	Repairs / Maintenance Capital Reserve	45,000.00	3,987.30	1.50	3,988.80	41,011.20	91.14%
401-535-80-49-00	Miscellaneous	13,000.00	11,079.92	1,468.39	12,548.31	451.69	3.47%
401-535-80-49-96	Interfund Transfers - O&M	10,000.00	3,882.54	1,914.45	5,796.99	4,203.01	42.03%
401-535-90-41-00	Professional Financial / Banking Costs	630.00	572.56	5.51	578.07	51.93	8.24%
401-594-35-64-03	Capital Expenditures/Expenses - Machinery & Equ	0.00	1,810.43	0.00	1,810.43	-1,810.43	0.00%
401-597-40-14-11	Transfer For Rate Funded Capital	300,000.00	0.00	3,000.00	3,000.00	297,000.00	99.00%
Totals:		-473,108.00	-858,214.78	-158,449.51	-1,016,664.29	543,556.29	
Totals:		-473,108.00	-858,214.78	-158,449.51	-1,016,664.29	543,556.29	
Totals:		-473,108.00	-858,214.78	-158,449.51	-1,016,664.29	543,556.29	

401 - Wastewater Fund Totals:

402 - Stormwater Fund

402-334-03-10-06	St Dir/Ind Grt Fr Ecol Dept-Poll Prevent Partner	0.00	-10,230.79	0.00	-10,230.79	10,230.79	0.00%
402-343-10-00-00	Stormwater Charges	-623,150.00	-537,993.87	-79,397.65	-617,391.52	-5,758.48	-0.92%
402-343-10-00-02	Stormwater Charges For Utility Tax	0.00	0.57	0.00	0.57	-0.57	0.00%
402-343-10-00-41	Misc Util Fees & Charges - Stormwater	0.00	-258.25	-51.75	-310.00	310.00	0.00%
402-359-90-00-42	Penalty/Late Fee - Stormwater	-5,000.00	-1,793.78	-131.53	-1,925.31	-3,074.69	-61.49%
402-361-10-04-02	Unrealized Gain/Loss	0.00	-7,851.99	-3,677.16	-11,529.15	11,529.15	0.00%
402-361-11-04-02	Investment Interest - Stormwater Fund	-2,000.00	-8,959.31	-925.87	-9,885.18	7,885.18	394.26%
402-369-91-00-44	Other Misc. Revenues	0.00	-37,154.59	0.00	-37,154.59	37,154.59	0.00%
402-531-10-10-00	Wages & OT - Stormwater Administration	67,904.00	72,806.45	7,781.97	80,588.42	-12,684.42	-18.68%
402-531-10-20-00	Benefits - Stormwater Administration	26,882.00	29,682.41	3,041.01	32,723.42	-5,841.42	-21.73%
402-531-10-20-01	Stormwater Administration - Uniform	0.00	0.00	8.57	8.57	-8.57	0.00%
402-531-10-31-00	Operating Supplies - Stormwater Administration	1,000.00	491.81	0.00	491.81	508.19	50.82%
402-531-10-31-01	Office Supplies - Stormwater Administration	200.00	56.65	72.27	128.92	71.08	35.54%
402-531-10-41-00	Professional Services - Stormwater Administration	7,055.00	26,980.56	498.88	27,479.44	-20,424.44	-289.50%
402-531-10-43-00	Travel - Stormwater	1,000.00	313.97	0.00	313.97	686.03	68.60%
402-531-10-44-00	External Taxes - Stormwater	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
402-531-10-44-01	Advertising - Stormwater	500.00	434.00	0.00	434.00	66.00	13.20%
402-531-10-46-00	Insurance - Stormwater	22,760.00	21,838.97	0.00	21,838.97	921.03	4.05%
402-531-10-49-00	Miscellaneous - Stormwater	5,000.00	42,337.92	5.17	42,343.09	-37,343.09	-746.86%
402-531-10-49-01	Reg/Fees - Training Classes Stormwater Admin	2,500.00	614.90	13.50	628.40	1,871.60	74.86%
402-531-20-10-00	Wages & OT - Stormwater Engineering	50,291.00	44,546.38	4,221.10	48,767.48	1,523.52	3.03%
402-531-20-20-00	Benefits - Stormwater Engineering	26,505.00	24,498.27	2,272.49	26,770.76	-265.76	-1.00%
402-531-20-31-00	Operating Supplies - Stormwater Engineering	0.00	213.46	32.60	246.06	-246.06	0.00%
402-531-20-31-01	Office Supplies - Stormwater Engineering	0.00	55.76	0.00	55.76	-55.76	0.00%
402-531-20-41-00	Professional Services - Stormwater Engineering	2,000.00	5,479.04	987.10	6,466.14	-4,466.14	-223.31%
402-531-20-42-00	Communications - Stormwater Engineering	0.00	964.61	81.26	1,045.87	-1,045.87	0.00%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
402-531-20-43-00	Travel Expense - Stormwater Engineering	0.00	263.48	0.00	263.48	-263.48	0.00%
402-531-27-10-00	Stormwater Utilities - Salaries & Wages	59,665.00	50,258.64	5,024.09	55,282.73	4,382.27	7.34%
402-531-27-20-00	Stormwater Utilities - Personnel Benefits	29,560.00	23,684.83	2,183.16	25,867.99	3,692.01	12.49%
402-531-27-31-00	Stormwater Utilities - Operating Supplies	500.00	35.34	107.29	142.63	357.37	71.47%
402-531-27-31-01	Stormwater Utilities - Office Supplies	250.00	736.43	54.77	791.20	-541.20	-216.48%
402-531-27-41-00	Stormwater Utilities - Professional Services	9,110.00	16,547.12	1,444.13	17,991.25	-8,881.25	-97.49%
402-531-27-42-00	Stormwater Utilities - Communications	2,600.00	3,404.71	171.61	3,576.32	-976.32	-37.55%
402-531-27-42-00	Stormwater Utilities - Travel	400.00	528.56	0.00	528.56	-128.56	-32.14%
402-531-27-43-00	Advertising	0.00	0.00	97.64	97.64	-97.64	0.00%
402-531-27-44-01	Stormwater Utilities - Repairs & Maintenance	1,000.00	105.41	20.70	126.11	873.89	87.39%
402-531-27-48-00	Stormwater Utilities - Miscellaneous	50.00	62.66	24.05	86.71	-36.71	-73.42%
402-531-27-49-00	Stormwater Utilities - Reg/Fees - Train & Seminars	500.00	505.24	45.59	550.83	-50.83	-10.17%
402-531-50-10-00	Wages & OT - Stormwater Maintenance	96,034.00	74,575.26	8,150.02	82,725.28	13,308.72	13.86%
402-531-50-20-00	Benefits - Stormwater Maintenance	78,569.00	55,998.53	5,768.89	61,767.42	16,801.58	21.38%
402-531-50-20-01	Benefits - Uniforms	500.00	1,399.85	250.00	1,649.85	-1,149.85	-229.97%
402-531-50-31-00	Operating Supplies - Stormwater Maintenance	500.00	498.15	1,534.81	2,032.96	-1,532.96	-306.59%
402-531-50-35-00	Small Tools/Equipment - Stormwater Maintenance	1,500.00	358.69	0.00	358.69	1,141.31	76.09%
402-531-50-41-00	Professional Services - Stormwater Maintenance	500.00	1,120.69	165.38	1,286.07	-786.07	-157.21%
402-531-50-43-00	Travel - Stormwater Maintenance	0.00	911.44	0.00	911.44	-911.44	0.00%
402-531-50-48-00	Repairs & Maintenance - Stormwater Maintenance	100.00	30.50	0.00	30.50	69.50	69.50%
402-531-50-49-01	County 911 / Dispatch Services	2,000.00	430.00	0.00	430.00	1,570.00	78.50%
402-531-50-49-96	Interfund Rentals - O&M - Stormwater Maintenan	15,500.00	26,595.83	8,293.34	34,889.17	-19,389.17	-125.09%
402-531-70-10-00	Wages & OT - Stormwater Capacity Grant DOE	0.00	1,494.72	0.00	1,494.72	-1,494.72	0.00%
402-531-70-10-01	Wages/OT-DOE InterAgency Agree-HazWst/ToxRe	0.00	2,171.34	0.00	2,171.34	-2,171.34	0.00%
402-531-70-20-00	Benefits - Stormwater Capacity Grant DOE	0.00	848.34	0.00	848.34	-848.34	0.00%
402-531-70-20-01	Benefits-DOE InterAgency Agree-HazWst/ToxRed	0.00	1,207.06	0.00	1,207.06	-1,207.06	0.00%
402-531-70-43-00	Travel - DOE Inter Agreement - Hazardous Waste	0.00	1,528.31	0.00	1,528.31	-1,528.31	0.00%
402-531-80-31-00	Operating Supplies - Stormwater Operations/Gen	200.00	0.00	0.00	0.00	200.00	100.00%
402-531-80-42-00	Communications - Stormwater Maintenance	500.00	0.00	0.00	0.00	500.00	100.00%
402-531-80-43-00	Travel Expense - Stormwater Operations/General	500.00	0.00	0.00	0.00	500.00	100.00%
402-531-80-48-00	Repairs/Maint - Stormwater Operations/General	0.00	0.18	0.00	0.18	-0.18	0.00%
402-531-80-49-01	Registration/Fees - Training Classes Stormwater	1,500.00	4,421.60	147.00	4,568.60	-3,068.60	-204.57%
402-531-90-41-00	Professional Financial / Banking Costs	225.00	190.92	0.00	190.92	34.08	15.15%
402-597-00-04-03	Interfund Transfer - SW Operating To SW Capital	125,000.00	75,500.00	0.00	75,500.00	49,500.00	39.60%
Totals:		11,210.00	12,486.98	-31,685.57	-19,198.59	30,408.59	

Totals: 11,210.00 12,486.98 -31,685.57 -19,198.59 30,408.59

Totals: 11,210.00 12,486.98 -31,685.57 -19,198.59 30,408.59

Totals: 11,210.00 12,486.98 -31,685.57 -19,198.59 30,408.59

402 - Stormwater Fund Totals: 11,210.00 12,486.98 -31,685.57 -19,198.59 30,408.59

403 - Stormwater Capital Reserve Fund

403-334-00-10-43	State Grant From Legislature	0.00	0.00	0.00	0.00	0.00	0.00%
403-334-03-10-01	Dept Of Ecology - SFAP	-200,000.00	0.00	0.00	0.00	-200,000.00	-100.00%
403-334-03-10-02	St Dir/Ind Grt Fr Dept Of Ecol-Stormwater Capacit	-1,482,331.44	-161,318.66	0.00	-161,318.66	-1,321,012.78	-89.12%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
403-361-10-04-03	Unrealized Gain/Loss	0.00	-1,634.06	-812.43	-2,446.49	2,446.49	0.00%
403-361-11-04-03	Investment Interest - Stormwater Capital Resv Fun	-2,000.00	-4,912.20	-497.82	-5,410.02	3,410.02	170.50%
403-397-00-04-03	Interfund Transfer - SW Operating To SW Capital	-125,000.00	-75,500.00	0.00	-75,500.00	-49,500.00	-39.60%
403-397-00-04-04	IF Trans From CE For ARPA Expenses (CFDA #21.02	-7,446.00	0.00	0.00	0.00	-7,446.00	-100.00%
403-531-10-41-41	Banking Service Fee/Charges - SW Cap Res Fund	0.00	14.40	1.11	15.51	-15.51	0.00%
403-591-31-70-00	Principal Payment - Street Sweeper LTGO Bond 20	45,950.00	45,950.22	0.00	45,950.22	-0.22	0.00%
403-592-31-80-00	Interest Payment - Street Sweeper LTGO Bond 201	2,751.00	2,751.05	0.00	2,751.05	-0.05	0.00%
403-594-31-61-00	Stormwater Land And Land Improvements	192,844.15	516.55	72,284.91	72,801.46	120,042.69	62.25%
403-594-31-63-02	Stormwater System Design Engineering	167,350.00	50,748.56	5,741.39	56,489.95	110,860.05	66.24%
403-594-31-63-03	Stormwater System Design Eng - Grant Funded	364,400.00	50,145.36	-7,427.95	42,717.41	321,682.59	88.28%
403-594-31-64-00	Stormwater Machinery & Equipment	225,000.00	93,973.77	0.00	93,973.77	131,026.23	58.23%
403-594-31-64-01	Stormwater Machinery & Equipment - Grant Fund	0.00	132,500.00	0.00	132,500.00	-132,500.00	0.00%
Totals:		-818,482.29	133,234.99	69,289.21	202,524.20	-1,021,006.49	
Totals:		-818,482.29	133,234.99	69,289.21	202,524.20	-1,021,006.49	
Totals:		-818,482.29	133,234.99	69,289.21	202,524.20	-1,021,006.49	
403 - Stormwater Capital Reserve Fund Totals:		-818,482.29	133,234.99	69,289.21	202,524.20	-1,021,006.49	
410 - Water Capital Reserve Fund							
410-321-50-00-40	Utility Permits	-450,750.00	-148,293.62	-20,516.82	-168,810.44	-281,939.56	-62.55%
410-331-97-00-00	Fed Dir Grt Fr Dept Of Homeland Security	-532,500.25	0.00	0.00	0.00	-532,500.25	-100.00%
410-334-04-20-40	State Grant From Dept Of Commerce	-69,000.00	0.00	0.00	0.00	-69,000.00	-100.00%
410-361-11-00-42	Investment Interest - Water Equip Reserv	-1,500.00	-38,003.82	-4,581.23	-42,585.05	41,085.05	2,739.00%
410-361-42-00-41	Interest Income - Private Loans	0.00	-1,199.58	-100.00	-1,299.58	1,299.58	0.00%
410-362-00-50-13	Lease Paym(Annual)-Consol Irrigation District #14	-75,000.00	-77,000.00	0.00	-77,000.00	2,000.00	2.67%
410-362-00-50-14	Lease Payment (Annual) - WWU	-26,136.00	-22,805.66	0.00	-22,805.66	-3,330.34	-12.74%
410-367-00-00-00	Developer Proceeds	-120,000.00	0.00	0.00	0.00	-120,000.00	-100.00%
410-367-00-04-11	Principal Payments On Private Loans For Infrast	0.00	-2,973.93	-279.41	-3,253.34	3,253.34	0.00%
410-391-80-04-10	DWSRF Loan From EPA/WA St Dept Of Health	0.00	-881,592.78	0.00	-881,592.78	881,592.78	0.00%
410-391-80-04-14	DOC PWTF Loan PC22-96103-062	0.00	-121,309.75	0.00	-121,309.75	121,309.75	0.00%
410-391-80-04-15	DOC PWTF Loan PC22-96103-055	0.00	-264,235.59	0.00	-264,235.59	264,235.59	0.00%
410-391-80-04-16	DOC PWTF Loan PR22-96103-011	0.00	-123,628.19	0.00	-123,628.19	123,628.19	0.00%
410-397-34-00-41	IF Trans-Rev Reserved For Rate-funded Capital	-100,000.00	-100,000.00	0.00	-100,000.00	0.00	0.00%
410-397-34-00-95	INF Equip/Veh Lease/Repl.	-80,000.00	-40,200.00	-200.00	-40,400.00	-39,600.00	-49.50%
410-514-23-00-41	Conversion Misc	0.00	-11,512.22	0.00	-11,512.22	11,512.22	0.00%
410-534-10-41-41	Banking Service Fees/Charges - W Cap Res Fund	280.00	38.25	2.85	41.10	238.90	85.32%
410-594-34-61-41	Water Utility Land And Land Improvements	193,736.95	518.94	864.90	1,383.84	192,353.11	99.29%
410-594-34-63-01	Water Utility Capital - C Street/Cedar	0.00	8,497.25	0.00	8,497.25	-8,497.25	0.00%
410-594-34-63-03	Water Utility Capital Expenditures	1,162,500.00	-906,645.59	592,079.40	-314,566.19	1,477,066.19	127.06%
410-594-34-63-09	Water Util Cap Expenditure-DOC PWTF PC22-961	187,500.00	121,309.75	0.00	121,309.75	66,190.25	35.30%
410-594-34-63-11	WtrUtil CapExpend-DOCPWTFPC22-96103055Loa	0.00	264,235.59	0.00	264,235.59	-264,235.59	0.00%
410-594-34-63-12	Water Utility Capital Expenditures - DWL24936	0.00	1,005,220.97	0.00	1,005,220.97	-1,005,220.97	0.00%
410-594-34-64-41	Water Utility Equipment	80,000.00	0.00	0.00	0.00	80,000.00	100.00%
Totals:		169,130.70	-1,339,579.98	567,269.69	-772,310.29	941,440.99	

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
Totals:		169,130.70	-1,339,579.98	567,269.69	-772,310.29	941,440.99	
Totals:		169,130.70	-1,339,579.98	567,269.69	-772,310.29	941,440.99	
410 - Water Capital Reserve Fund Totals:		169,130.70	-1,339,579.98	567,269.69	-772,310.29	941,440.99	
411 - Wastewater Capital Reserve Fund							
411-321-50-00-41	Utility Permits						
411-331-11-00-01	Fed Dir Grt Fr The Department Of Commerce.	-347,600.00	-86,100.00	0.00	-86,100.00	-261,500.00	-75.23%
411-334-03-10-08	DOE Grant - WWTP	0.00	0.00	0.00	0.00	0.00	0.00%
411-334-04-20-42	State Dir/Ind Grant From Department Of Commer	-510,000.00	-141,977.29	0.00	-141,977.29	-368,022.71	-72.16%
411-361-10-00-43	Unrealized Gain/Loss	-240,000.00	0.00	0.00	0.00	-240,000.00	-100.00%
411-361-11-00-43	Investment Interest - WW Equip Resev	0.00	-20,972.36	-9,331.96	-30,304.32	30,304.32	0.00%
411-391-80-04-11	DOE CWSRF Loan	-2,000.00	-42,216.85	-3,960.85	-46,177.70	44,177.70	2,208.89%
411-391-80-04-12	DOE SWSEWER Loan WQC-2021-CoPIED-00133	-480,000.00	-166,142.49	0.00	-166,142.49	-313,857.51	-65.39%
411-391-80-04-13	DOC PWTF Loan PC22-96103-051	0.00	-82,151.75	0.00	-82,151.75	82,151.75	0.00%
411-397-40-14-11	Transfer For Rate Funded Capital	0.00	-160,896.88	0.00	-160,896.88	160,896.88	0.00%
411-397-41-24-11	Transfer Of Surplus To Capital Reserve	-300,000.00	0.00	-3,000.00	-3,000.00	-297,000.00	-99.00%
411-535-10-41-41	Banking Service Fees/Charges - WW Cap Res Fund	-300,000.00	0.00	0.00	0.00	-300,000.00	-100.00%
411-594-35-61-00	Wastewater Land And Land Improvements	0.00	168.96	12.79	181.75	-181.75	0.00%
411-594-35-63-01	Other Improvements	193,736.95	518.94	864.90	1,383.84	192,353.11	99.29%
411-594-35-63-04	Other Improvements	100,000.00	69,829.85	13,582.88	83,412.73	16,587.27	16.59%
411-594-35-63-05	Other Improvements - DOE Grant Funded	1,000,000.00	13,505.37	79,616.84	93,122.21	906,877.79	90.69%
411-594-35-63-06	Other Improvements - DOE Loan Funded	0.00	96,497.40	0.00	96,497.40	-96,497.40	0.00%
411-594-35-64-41	Wastewater Capital Equipment	0.00	91,211.89	0.00	91,211.89	-91,211.89	0.00%
411-594-35-64-42	Wstwtr Cap Equip - DOE PWTFB Loan PC22-96103	353,206.00	324,670.70	10,432.03	335,102.73	18,103.27	5.13%
411-595-35-63-33	Other Improvements	0.00	160,896.88	0.00	160,896.88	-160,896.88	0.00%
Totals:		-532,657.05	82,235.37	88,216.63	170,452.00	-703,109.05	0.00%
Totals:		-532,657.05	82,235.37	88,216.63	170,452.00	-703,109.05	
Totals:		-532,657.05	82,235.37	88,216.63	170,452.00	-703,109.05	
411 - Wastewater Capital Reserve Fund Totals:		-532,657.05	82,235.37	88,216.63	170,452.00	-703,109.05	
412 - Wastewater Debt Service Fund							
412-343-50-00-51	LT Debt Collection For Sewer Utility	-619,967.00	-494,356.14	-72,975.44	-567,331.58	-52,635.42	-8.49%
412-361-11-00-44	Investment Interest Earned	-2,000.00	-36,128.38	-3,889.40	-40,017.78	38,017.78	1,900.89%
412-535-10-41-42	Banking Service Fees/Charges - WW LTD Res Fund	25.00	39.19	3.33	42.52	-17.52	-70.08%
412-591-35-78-13	Loan Payment PWTF - Principal PC22-96103-051	0.00	10,752.39	0.00	10,752.39	-10,752.39	0.00%
412-591-35-78-53	Loan Payment USDA - SW SEWER Principal	52,296.11	56,590.50	0.00	56,590.50	-4,294.39	-8.21%
412-591-35-78-54	Loan Payment DOE SW SEWER Principal	106,024.00	32,750.26	0.00	32,750.26	73,273.74	69.11%
412-591-35-78-55	Loan Payment DOE WWTP Design Principal	82,096.00	0.00	0.00	0.00	82,096.00	100.00%
412-592-35-83-13	Interest Payment PWTF Loan - PC22-96103-051	0.00	454.80	0.00	454.80	-454.80	0.00%
412-592-35-83-53	Interest Payment USDA Loan - SW SEWER	42,570.00	31,927.50	0.00	31,927.50	10,642.50	25.00%
412-592-35-83-54	Interest Payment DOE Loan - SW SEWER	27,535.00	48,010.78	0.00	48,010.78	-20,475.78	-74.36%
412-592-35-83-55	Interest Payment DOE Loan - WWTP Design	37,314.00	0.00	0.00	0.00	37,314.00	100.00%
412-597-41-24-11	Transfer Of Surplus To Capital Reserve	300,000.00	0.00	3,000.00	3,000.00	297,000.00	99.00%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
Totals:		25,893.11	-349,959.10	-73,861.51	-423,820.61	449,713.72	
Totals:		25,893.11	-349,959.10	-73,861.51	-423,820.61	449,713.72	
Totals:		25,893.11	-349,959.10	-73,861.51	-423,820.61	449,713.72	
412 - Wastewater Debt Service Fund Totals:							
413 - Water Capital Improvement Reserve Fund							
413-343-40-01-43	Capital Reserve Fund Collections	-1,102,504.00	-854,781.38	-135,089.61	-989,870.99	-112,633.01	-10.22%
413-361-11-00-13	Interest - Water Capital Reserve Fund	-5,000.00	-42,632.85	-4,234.59	-46,867.44	41,867.44	837.35%
413-397-00-00-43	IF Trans From Water Const Fund #431 To WCIR #4	-150,000.00	-251,500.00	0.00	-251,500.00	101,500.00	67.67%
413-534-10-41-43	Banking Service Fees/Charges - W LTD Res Fund	35.00	48.32	4.51	52.83	-17.83	-50.94%
413-591-34-78-00	Loan Payment SRF Principal 04-65104-005	87,835.00	87,835.49	0.00	87,835.49	-0.49	0.00%
413-591-34-78-01	Loan Payment PWTF Principal PW-05-691-010	168,885.00	168,885.24	0.00	168,885.24	-0.24	0.00%
413-591-34-78-04	Principal PWTF Loan 2007 PC08-951-011	253,664.00	253,664.48	0.00	253,664.48	-0.48	0.00%
413-591-34-78-05	Loan Payment DOH Well #1 Principal DWL23476	65,359.00	65,359.05	0.00	65,359.05	-0.05	0.00%
413-591-34-78-06	Loan Payment DOH Well #1 Principal DWL23478	25,283.00	20,935.10	0.00	20,935.10	4,347.90	17.20%
413-591-34-78-07	Loan Payment DOH Well #2 Principal DWL23479	87,996.00	105,602.78	0.00	105,602.78	-17,606.78	-20.01%
413-591-34-78-08	Loan Payment DOH Well #2 Principal DWL 24936	126,396.00	94,991.81	0.00	94,991.81	31,404.19	24.85%
413-591-34-78-09	Loan Payment PWTF Principal PC22-96103-055	43,151.00	44,315.80	0.00	44,315.80	-1,164.80	-2.70%
413-591-34-78-14	Loan Payment PWTF Principal PC22-96103-062	0.00	7,002.77	0.00	7,002.77	-7,002.77	0.00%
413-591-34-78-16	Loan Payment PWTF Principal PR22-96103-011	0.00	30,907.05	0.00	30,907.05	-30,907.05	0.00%
413-592-34-83-00	Loan Payment SRF Interest 04-65104-005	3,942.00	3,952.60	0.00	3,952.60	-10.60	-0.27%
413-592-34-83-01	Loan Payment PWTF Interest PW-05-691-010	3,378.00	2,533.28	0.00	2,533.28	844.72	25.01%
413-592-34-83-04	Interest PWTF Loan 2007 PC08-951-011	7,610.00	7,609.93	0.00	7,609.93	0.07	0.00%
413-592-34-83-05	Interest Payment DOH Well #1 Interest DWL2347	13,071.00	13,071.81	0.00	13,071.81	-0.81	-0.01%
413-592-34-83-06	Interest Payment DOH Well #1 Interest DWL2347	5,567.00	4,187.02	0.00	4,187.02	1,379.98	24.79%
413-592-34-83-07	Interest Payment DOH Well #2 Interest DWL2347	25,345.00	25,344.67	0.00	25,344.67	0.33	0.00%
413-592-34-83-08	Interest Payment DOH Well #2 Interest DWL2493	46,328.00	29,922.42	0.00	29,922.42	16,405.58	35.41%
413-592-34-83-09	Loan Payment PWTF Interest PC22-96103-055	0.00	4,334.95	0.00	4,334.95	-4,334.95	0.00%
413-592-34-83-14	Interest Payment PWTF PC22-96103-062	0.00	190.08	0.00	190.08	-190.08	0.00%
413-592-34-83-16	Interest Payment PWTF PR22-96103-011	0.00	53.26	0.00	53.26	-53.26	0.00%
413-597-00-42-50	Transfer To 425	332,100.00	332,100.00	0.00	332,100.00	0.00	0.00%
Totals:		38,441.00	153,933.68	-139,319.69	14,613.99	23,827.01	
Totals:		38,441.00	153,933.68	-139,319.69	14,613.99	23,827.01	
Totals:		38,441.00	153,933.68	-139,319.69	14,613.99	23,827.01	
413 - Water Capital Improvement Reserve Fund Totals:							
425 - Water Revenue Bond Fund							
425-361-11-00-25	Investment Interest	-1,500.00	-14,708.27	-1,715.84	-16,424.11	14,924.11	994.94%
425-397-00-42-50	Transfer From 413	-332,100.00	-332,100.00	0.00	-332,100.00	0.00	0.00%
425-535-10-41-44	Banking Service Fees/Charges - W/S Debt Res Fun	0.00	16.53	1.18	17.71	-17.71	0.00%
425-591-34-70-17	Principle Payment On 2017 Revenue Bonds	225,000.00	0.00	225,000.00	225,000.00	0.00	0.00%
425-592-34-83-17	Interest Payment Of 2017 Revenue Bonds	94,500.00	0.00	94,500.00	94,500.00	0.00	0.00%
Totals:		-14,100.00	-346,791.74	317,785.34	-29,006.40	14,906.40	

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
426 - Water Bond Reserve Fund	Totals:	-14,100.00	-346,791.74	317,785.34	-29,006.40	14,906.40	
	Totals:	-14,100.00	-346,791.74	317,785.34	-29,006.40	14,906.40	
	425 - Water Revenue Bond Fund Totals:	-14,100.00	-346,791.74	317,785.34	-29,006.40	14,906.40	
426 - Water Bond Reserve Fund	Interest Earned	-1,000.00	-5,251.80	-525.51	-5,777.31	4,777.31	477.73%
	Banking Service Fees/Charges - W/S Bond Res Fun	0.00	5.82	0.49	6.31	-6.31	0.00%
	Totals:	-1,000.00	-5,245.98	-525.02	-5,771.00	4,771.00	
426 - Water Bond Reserve Fund	Totals:	-1,000.00	-5,245.98	-525.02	-5,771.00	4,771.00	
	Totals:	-1,000.00	-5,245.98	-525.02	-5,771.00	4,771.00	
	426 - Water Bond Reserve Fund Totals:	-1,000.00	-5,245.98	-525.02	-5,771.00	4,771.00	
431 - Water System Construction Fund	Unrealized Gain/Loss	0.00	-9,220.33	-4,173.81	-13,394.14	13,394.14	0.00%
	Investment Interest	-4,000.00	-18,197.61	-1,408.28	-19,605.89	15,605.89	390.15%
	Banking Service Fees/Charges - W Const Fund	0.00	72.83	5.72	78.55	-78.55	0.00%
431 - Water System Construction Fund	IF Trans To WCIR #413 From Water Const Fund #4	150,000.00	251,500.00	0.00	251,500.00	-101,500.00	-67.67%
	Totals:	146,000.00	224,154.89	-5,576.37	218,578.52	-72,578.52	
	Totals:	146,000.00	224,154.89	-5,576.37	218,578.52	-72,578.52	
431 - Water System Construction Fund	Totals:	146,000.00	224,154.89	-5,576.37	218,578.52	-72,578.52	
	431 - Water System Construction Fund Totals:	146,000.00	224,154.89	-5,576.37	218,578.52	-72,578.52	
440 - Ambulance	Ground Emerg Med Transport (GEMT) Payment Pr	-60,000.00	-92,003.40	0.00	-92,003.40	32,003.40	53.34%
	Emergency Medical Services	-400,000.00	-452,604.00	-20,961.85	-473,565.85	73,565.85	18.39%
	Ambulance Charges	-248,000.00	-318,444.92	-50,366.92	-368,811.84	120,811.84	48.71%
440 - Ambulance	Misc Util Fees/Activation Fees	0.00	-263.25	-51.75	-315.00	315.00	0.00%
	Ambulance Services - Commercial/State Insurance	-50,000.00	-126,001.13	-8,733.06	-134,734.19	84,734.19	169.47%
	Ambulance Services - Medicare	-130,000.00	-103,969.91	-6,830.01	-110,799.92	-19,200.08	-14.77%
440 - Ambulance	Ambulance Services - Medicaid	-2,000.00	-17,343.56	-1,391.35	-18,734.91	16,734.91	836.75%
	Ambulance Services - Self Pay	-15,000.00	-28,273.93	-2,274.21	-30,548.14	15,548.14	103.65%
	Ambulance Services - Restitution	-100.00	-50.00	0.00	-50.00	-50.00	-50.00%
440 - Ambulance	Penalty/Late Fee - Ambulance	0.00	-317.21	-80.19	-397.40	397.40	0.00%
	Investment Interest - EMS	0.00	-6,001.42	-871.07	-6,872.49	6,872.49	0.00%
	Wages & OT - EMS Admin	99,634.00	89,124.51	7,999.22	97,123.73	2,510.27	2.52%
440 - Ambulance	Wages & OT - EMS Rescue & Emergency	426,082.00	349,432.35	32,637.30	382,069.65	44,012.35	10.33%
	Stipends (Volunteers) - EMS	85,000.00	70,333.45	6,549.90	76,883.35	8,116.65	9.55%
	Benefits - EMS Admin	31,433.00	26,524.53	2,482.68	29,007.21	2,425.79	7.72%
440 - Ambulance	Benefits - EMS Rescue & Emergency	159,640.00	138,610.17	12,543.95	151,154.12	8,485.88	5.32%
	Benefits - (Volunteers) - EMS	8,743.00	5,914.32	519.00	6,433.32	2,309.68	26.42%
	Operating Supplies - EMS Administration	1,000.00	1,111.66	210.06	1,321.72	-321.72	-32.17%
440 - Ambulance	Office Supplies - EMS Administration	0.00	9.35	0.00	9.35	-9.35	0.00%
	Operating Supplies - EMS Training	5,000.00	0.00	0.00	0.00	5,000.00	100.00%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
440-522-24-31-80	Operating Supplies - EMS Rescue & Emergency	1,000.00	9,400.90	1,066.92	10,467.82	-9,467.82	-946.78%
440-522-24-31-83	Radios/Pagers - Parts & Supplies - EMS	300.00	0.00	0.00	0.00	300.00	100.00%
440-522-24-35-00	Sm Tools / Equipment - EMS Admin	0.00	457.63	0.00	457.63	-457.63	0.00%
440-522-24-35-80	Sm Tools / Equipment - EMS Rescue & Emergency	50,000.00	16,310.56	0.00	16,310.56	33,689.44	67.38%
440-522-24-41-80	Professional Services - EMS Rescue & Emergency	15,000.00	7,030.83	880.88	7,911.71	7,088.29	47.26%
440-522-24-41-81	Professional Financial / Banking Costs	0.00	196.78	0.00	196.78	-196.78	0.00%
440-522-24-42-80	Communication - EMS Rescue & Emergency	0.00	255.76	54.38	310.14	-310.14	0.00%
440-522-24-43-00	Travel - EMS	3,000.00	1,077.09	27.00	1,104.09	1,895.91	63.20%
440-522-24-49-00	Miscellaneous - EMS Admin	100.00	2,584.09	0.00	2,584.09	-2,484.09	-2,484.09%
440-522-24-49-01	Reg/Fees - Training Classes & Seminars - EMS	5,000.00	41.00	0.00	41.00	4,959.00	99.18%
440-522-24-49-02	Intergov Services - Dispatch Charges - EMS	25,000.00	15,056.35	0.00	15,056.35	9,943.65	39.77%
440-522-24-49-80	Miscellaneous - EMS Rescue & Emergency	100.00	36.55	0.00	36.55	63.45	63.45%
440-522-24-49-96	Interfund Rentals - O & M	30,000.00	39,172.38	3,926.22	43,098.60	-13,098.60	-43.66%
440-522-27-10-00	Ambulance Utilities - Salaries & Wages	14,936.00	12,654.03	1,268.53	13,922.56	1,013.44	6.79%
440-522-27-20-00	Ambulance Utilities - Personnel Benefits	7,553.00	5,977.77	554.44	6,532.21	1,020.79	13.52%
440-522-27-31-00	Ambulance Utilities - Operating Supplies	0.00	9.92	58.52	68.44	-68.44	0.00%
440-522-27-31-01	Ambulance Utilities - Office Supplies	0.00	330.47	10.21	340.68	-340.68	0.00%
440-522-27-41-00	Ambulance Utilities - Professional Services	5,650.00	18,836.89	4,293.14	23,130.03	-17,480.03	-309.38%
440-522-27-42-00	Ambulance Utilities - Communications	0.00	0.00	133.09	133.09	-133.09	0.00%
440-522-27-43-00	Ambulance Utilities - Travel	0.00	168.58	0.00	168.58	-168.58	0.00%
440-522-27-44-01	Advertising	0.00	0.00	18.61	18.61	-18.61	0.00%
440-522-27-48-00	Ambulance Utilities - Repairs & Maintenan	0.00	57.39	11.28	68.67	-68.67	0.00%
440-522-27-49-00	Ambulance Utilities - Miscellaneous	0.00	4.25	9.25	13.50	-13.50	0.00%
440-522-27-49-01	Ambulance Utilities - Reg/Fees - Train & Seminars	0.00	120.84	9.77	130.61	-130.61	0.00%
440-594-22-64-80	Equipment - Radios & Pagers (EMS)	2,000.00	5,413.86	0.00	5,413.86	-3,413.86	-170.69%
Totals:		71,071.00	-329,018.47	-16,296.06	-345,314.53	416,385.53	
Totals:		71,071.00	-329,018.47	-16,296.06	-345,314.53	416,385.53	
Totals:		71,071.00	-329,018.47	-16,296.06	-345,314.53	416,385.53	
440 - Ambulance Totals:		71,071.00	-329,018.47	-16,296.06	-345,314.53	416,385.53	
500 - Equipment Rental & Replacement							
500-348-65-00-01	INF - O & M	-450,000.00	-464,360.97	-190,394.05	-654,755.02	204,755.02	45.50%
500-361-10-00-50	Unrealized Gain/Loss	0.00	-710.62	-468.34	-1,178.96	1,178.96	0.00%
500-361-11-00-50	Investment Interest	-1,000.00	-2,202.74	-129.99	-2,332.73	1,332.73	133.27%
500-362-00-00-00	Equip & Vehicle Rental	-3,000.00	-2,060.43	-136.99	-2,197.42	-802.58	-26.75%
500-369-91-00-50	Other Misc. Revenues	0.00	-139.31	0.00	-139.31	139.31	0.00%
500-395-20-00-50	Insurance Compensation For Loss	0.00	-70.00	0.00	-70.00	70.00	0.00%
500-548-68-10-00	Wages & OT	118,574.00	103,799.89	9,799.00	113,598.89	4,975.11	4.20%
500-548-68-20-00	Benefits	79,109.00	68,122.72	6,395.28	74,518.00	4,591.00	5.80%
500-548-68-20-01	Benefits - Uniforms	1,500.00	1,318.76	216.20	1,534.96	-34.96	-2.33%
500-548-68-31-00	Operating Supplies - General	70,000.00	127,605.52	11,376.11	138,981.63	-68,981.63	-98.55%
500-548-68-32-00	Fuel Consumed	75,000.00	113,467.29	21,466.91	134,934.20	-59,934.20	-79.91%
500-548-68-35-00	Small Tools / Equipment	8,500.00	11,236.93	177.79	11,414.72	-2,914.72	-34.29%

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
500-548-68-44-00	External Taxes	700.00	41.99	26.18	68.17	631.83	90.26%
500-548-68-48-00	Repairs / Maintenance	60,000.00	58,068.58	8,037.63	66,106.21	-6,106.21	-10.18%
500-548-68-49-00	Miscellaneous	0.00	572.78	149.02	721.80	-721.80	0.00%
500-548-70-10-00	Wages & OT	17,417.00	16,617.39	1,513.86	18,131.25	-714.25	-4.10%
500-548-70-20-00	Personnel Benefits	8,426.00	7,691.22	693.25	8,384.47	41.53	0.49%
500-548-70-31-00	Operating Supplies - ER&R Administration	100.00	73.35	0.00	73.35	26.65	26.65%
500-548-70-31-01	Office Supplies - ER&R Administration	500.00	388.07	107.28	495.35	4.65	0.93%
500-548-70-35-00	Small Tools / Equipment	150.00	0.00	0.00	0.00	150.00	100.00%
500-548-70-41-00	Professional Services	800.00	647.53	15.11	662.64	137.36	17.17%
500-548-70-42-00	Communication	600.00	372.18	72.51	444.69	155.31	25.89%
500-548-70-43-00	Travel	3,000.00	1,781.65	54.00	1,835.65	1,164.35	38.81%
500-548-70-44-01	Advertising	500.00	129.97	0.00	129.97	370.03	74.01%
500-548-70-46-00	Insurance	76,053.00	72,934.96	0.00	72,934.96	3,118.04	4.10%
500-548-70-47-00	Public Utility Services	7,000.00	6,092.54	960.22	7,052.76	-52.76	-0.75%
500-548-70-49-00	Miscellaneous	500.00	141.23	5.60	146.83	353.17	70.63%
500-548-70-49-01	Registrations/Fees - Training Classes & Seminars	3,000.00	474.90	1,793.25	2,268.15	731.85	24.40%
500-548-79-41-00	Professional Financial / Banking Costs	400.00	309.74	0.63	310.37	89.63	22.41%
500-594-22-64-76	Fire Mobilization Equipment	500.00	0.00	0.00	0.00	500.00	100.00%
500-594-42-64-00	Equipment Purchase	0.00	49,090.80	0.00	49,090.80	-49,090.80	0.00%
Totals:		78,329.00	171,435.92	-128,269.54	43,166.38	35,162.62	
Totals:		78,329.00	171,435.92	-128,269.54	43,166.38	35,162.62	
Totals:		78,329.00	171,435.92	-128,269.54	43,166.38	35,162.62	
500 - Equipment Rental & Replacement Totals:		78,329.00	171,435.92	-128,269.54	43,166.38	35,162.62	
625 - Flexible Benefits Plan Fund							
625-361-11-00-65	Investment Interest	0.00	-0.09	-0.11	-0.20	0.20	0.00%
625-389-40-00-73	Trust Contribs Employee	-10,000.00	-10,192.44	-1,124.24	-11,316.68	1,316.68	13.17%
625-389-60-00-01	Investment Interest	0.00	-0.91	0.00	-0.91	0.91	0.00%
625-589-40-00-73	Unreimbursed Medical Pays	12,000.00	14,049.74	183.47	14,233.21	-2,233.21	-18.61%
Totals:		2,000.00	3,856.30	-940.88	2,915.42	-915.42	
Totals:		2,000.00	3,856.30	-940.88	2,915.42	-915.42	
Totals:		2,000.00	3,856.30	-940.88	2,915.42	-915.42	
625 - Flexible Benefits Plan Fund Totals:		2,000.00	3,856.30	-940.88	2,915.42	-915.42	
Report Total:		1,081,531.52	-1,515,136.31	1,390,003.15	-125,133.16	1,206,664.68	

Detail vs Budget Report

Date Range: 12/01/2023 - 12/31/2023

Fund Summary

Fund	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001 - Current Expense Fund	1,344,146.00	597,764.43	350,411.47	948,175.90	395,970.10	
005 - Current Expense Reserve Fund	-101,500.00	-10,981.12	-3,373.01	-14,354.13	-87,145.87	
012 - Technology Reserve Fund	30,470.60	271,779.76	4,828.76	276,608.52	-246,137.92	
061 - Employee Benefit Reserve Fund	-14,525.00	30,862.73	38,562.35	69,425.08	-83,950.08	
100 - Street Fund	-36,094.00	49,171.43	51,149.30	100,320.73	-136,414.73	
120 - Criminal Justice Fund	1,136.00	-12,316.10	1,028.44	-11,287.66	12,423.66	
121 - Forfeited Proceeds Fund	-520.00	-47.51	-10.18	-57.69	-462.31	
130 - Hotel/Motel Tax	-6,047.00	-28,423.01	-3,085.31	-31,508.32	25,461.32	
201 - ULTGO Bond Fund	-10.00	-2,031.30	-23.07	-2,054.37	2,044.37	
301 - Street Capital Contribution Fund	-20,015.00	2,015.64	-0.15	2,015.49	-22,030.49	
305 - Capital Improvement Fund (REET)	100,191.00	56,959.63	-26,294.82	30,664.81	69,526.19	
306 - Capital Improvement Fund (REET 2)	1,059,339.75	102,075.44	23,854.95	125,930.39	933,409.36	
309 - CDBG Projects Fund	0.00	-78,411.19	76,411.45	-1,999.74	1,999.74	
311 - Street Improvement Fund	60,961.00	-40,087.81	66,218.53	26,130.72	34,830.28	
315 - Facility Maintenance Reserve Fund (CE	21,875.70	335,045.59	40,038.13	375,083.72	-353,208.02	
320 - Equipment Reserve Fund	-1,967.00	-77,528.96	-35,545.54	-113,074.50	111,107.50	
330 - Economic Development Fund	-200.00	-40,183.29	-17.02	-40,200.31	40,000.31	0.00%
340 - Economic Development Reserve Fund	0.00	-1.05	-0.10	-1.15	1.15	
400 - Water Fund	-58,438.00	-223,327.70	318,212.25	94,884.55	-153,322.55	
401 - Wastewater Fund	-473,108.00	-858,214.78	-158,449.51	-1,016,664.29	543,556.29	
402 - Stormwater Fund	11,210.00	12,486.98	-31,685.57	-19,198.59	30,408.59	
403 - Stormwater Capital Reserve Fund	-818,482.29	133,234.99	69,289.21	202,524.20	-1,021,006.49	
410 - Water Capital Reserve Fund	169,130.70	-1,339,579.98	567,269.69	-772,310.29	941,440.99	
411 - Wastewater Capital Reserve Fund	-532,657.05	82,235.37	88,216.63	170,452.00	-703,109.05	
412 - Wastewater Debt Service Fund	25,893.11	-349,959.10	-73,861.51	-423,820.61	449,713.72	
413 - Water Capital Improvement Reserve F	38,441.00	153,933.68	-139,319.69	14,613.99	23,827.01	
425 - Water Revenue Bond Fund	-14,100.00	-346,791.74	317,785.34	-29,006.40	14,906.40	
426 - Water Bond Reserve Fund	-1,000.00	-5,245.98	-525.02	-5,771.00	4,771.00	
431 - Water System Construction Fund	146,000.00	224,154.89	-5,576.37	218,578.52	-72,578.52	
440 - Ambulance	71,071.00	-329,018.47	-16,296.06	-345,314.53	416,385.53	
500 - Equipment Rental & Replacement	78,329.00	171,435.92	-128,269.54	43,166.38	35,162.62	
625 - Flexible Benefits Plan Fund	2,000.00	3,856.30	-940.88	2,915.42	-915.42	

Report Total:

1,081,531.52 -1,515,136.31 1,390,003.15 -125,133.16 1,206,664.68



City of College Place, WA

Vendor History Report

By Vendor Name

Posting Date Range -

Payment Date Range 12/01/2023 - 12/31/2023

Payable Number	Description	Units	Price	Post Date	1099 Account Number	Payment Number	Payment Date	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
Vendor Set: 01 - Vendor Set 01													
14083 - Amazon Business Prime													
12-2023	Supplies	1.00	56.50	12/31/2023	500-548-68-31-00	DFT0000994	12/31/2023	2,538.23	0.00	90.19	0.00	2,628.42	2,628.42
	Light Bulbs			56.50			Operating Supplies - General	56.50	0.00	0.00	0.00	56.50	56.50
12/31/2023	Past Due Invoices			12/31/2023	500-548-68-31-00	DFT0000957	12/31/2023	1,036.70	0.00	90.19	0.00	1,126.89	1,126.89
	Underbody truck box	1.00	308.99	335.87			Operating Supplies - General	335.87					
	Special Events Supplies	1.00	278.94	303.21	001-573-90-31-00		Operating Supplies - Community Ev	303.21					
	Water Supplies - LED W	1.00	244.06	265.29	400-534-80-31-00		Operating Supplies - General	265.29					
	Water Supplies - Handle	1.00	89.99	97.82	400-534-80-31-00		Operating Supplies - General	97.82					
	HR Supplies - Reusable \	1.00	38.94	42.33	001-518-10-31-01		Office Supplies - HR Administration	42.33					
	Phone Case & Screen Pr	1.00	31.72	34.48	001-521-22-31-00		Operating Supplies - Patrol	34.48					
	Gloves	1.00	28.07	30.51	400-534-50-20-01		Benefits Uniforms	30.51					
	Calendar - S.Hall	1.00	15.99	17.38	001-524-20-31-01		Office Supplies - Bldg. Inspection	17.38					
1VYD-CYGW-1Q16	Wall Hanger-CH			12/11/2023		DFT0000854	12/11/2023	30.42	0.00	0.00	0.00	30.42	30.42
	Wall Hanger-CH	1.00	30.42	30.42	001-518-20-31-00		Operating Supplies - Facilities	30.42					
INV0001288	T. Harris Phone Case			12/31/2023		DFT0001001	12/31/2023	27.14	0.00	0.00	0.00	27.14	27.14
	T. Harris Phone Case	1.00	27.14	27.14	001-521-22-31-00		Operating Supplies - Patrol	20.36					
					001-521-70-31-00		Operating Supplies - Traffic	6.78					
INV0001289	Black Frames			12/31/2023		DFT0001001	12/31/2023	42.33	0.00	0.00	0.00	42.33	42.33
	Black Frames	1.00	42.33	42.33	001-518-10-31-00		Operating Supplies - HR Administra	42.33					
INV0001290	iPad Case L. Cota			12/31/2023		DFT0001001	12/31/2023	32.60	0.00	0.00	0.00	32.60	32.60
	iPad Case L. Cota	1.00	32.60	32.60	402-531-20-31-00		Operating Supplies - Stormwater Ei	32.60					
INV0001291	Mouse Pad			12/31/2023		DFT0001001	12/31/2023	8.67	0.00	0.00	0.00	8.67	8.67
	Mouse Pad	1.00	8.67	8.67	100-543-10-31-01		Office Supplies - Administration	8.67					
INV0001294	Label Maker			12/31/2023		DFT0001001	12/31/2023	72.27	0.00	0.00	0.00	72.27	72.27
	Label Maker	1.00	72.27	72.27	402-531-10-31-01		Office Supplies - Stormwater Admini	72.27					
INV0001295	Ink Cartridges			12/31/2023		DFT0001001	12/31/2023	37.96	0.00	0.00	0.00	37.96	37.96
	Ink Cartridges	1.00	37.96	37.96	500-548-68-31-00		Operating Supplies - General	37.96					
INV0001297	USA Flag			12/31/2023		DFT0001001	12/31/2023	113.48	0.00	0.00	0.00	113.48	113.48
	USA Flag	1.00	113.48	113.48	001-576-80-31-00		Operating Supplies - Parks	113.48					
INV0001299	Binders			12/31/2023		DFT0001001	12/31/2023	311.71	0.00	0.00	0.00	311.71	311.71
	Binders	1.00	311.71	311.71	001-514-30-31-01		Office Supplies - Records	311.71					
INV0001300	Windshield Wiper 3011			12/31/2023		DFT0001001	12/31/2023	36.96	0.00	0.00	0.00	36.96	36.96

Vendor History Report

Payable Number	Item Description	Description	Units	Price	Post Date	1099 Account Number	Payment Number	Account Name	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
INV0001301	Windshield Wiper	LED Headlights	1.00	36.96	12/31/2023	500-548-68-31-00	DFT0001001	Operating Supplies - General	36.96	36.96	0.00	0.00	136.95	136.95
INV0001302	LED Headlights	Water Quality Supplies	1.00	136.95	12/31/2023	500-548-68-31-00	DFT0001001	Operating Supplies - General	136.95	136.95	0.00	0.00	253.79	253.79
INV0001303	Water Quality Supplies	Shelf and Mat	1.00	253.79	12/31/2023	400-534-80-31-00	DFT0001001	Operating Supplies - General	253.79	253.79	0.00	0.00	222.26	222.26
INV0001304	Shelf and Mat	Doorstop, Dust pan	1.00	222.26	12/31/2023	400-534-80-31-00	DFT0001001	Operating Supplies - General	222.26	222.26	0.00	0.00	66.43	66.43
INV0001305	Doorstop, Dust pan	iPhone Case	1.00	66.43	12/31/2023	400-534-80-31-00	DFT0001001	Operating Supplies - Patrol	66.43	66.43	0.00	0.00	52.06	52.06
INV0001305	iPhone Case		1.00	52.06	12/31/2023	001-521-22-31-00	DFT0001001	Operating Supplies - Patrol	52.06	52.06	0.00	0.00	24,065.49	24,065.49
4 - Banner Bank Credit Cards														
12.31.23 - 0169	Travel Parking - J.Boose	CH 0169 - 13th month	1.00	52.00	12/31/2023	320-594-22-64-31	DFT0000967	Vehicles/Equip Fire Department	52.00	52.00	0.00	0.00	52.00	52.00
12.31.23 - 3647	IIMC Annual Membersh	CH 3647 - 13th month	1.00	185.00	12/31/2023	001-514-30-49-00	DFT0000968	Miscellaneous	185.00	62.90	0.00	0.00	332.00	332.00
						100-543-10-49-00		Miscellanous	35.15					
						400-534-27-49-00		Water Utilities - Miscellaneous	27.75					
						401-535-27-49-00		Sewer Utilities - Miscellaneous	25.90					
						402-531-27-49-00		Stormwater Utilities - Miscellaneous	24.05					
						440-522-27-49-00		Ambulance Utilities - Miscellaneous	9.25					
Excel Class - J.Betancour			1.00	147.00	12/31/2023	402-531-80-49-01		Registration/Fees - Training Classes	147.00		0.00	0.00	332.00	332.00
12.31.23 - 5296	UPLIFT Desks for PW	UPLIFT Desks for PW	1.00	14,474.00	12/31/2023	315-594-16-64-15	DFT0000993	Capital Expenditures/Expenses - Eq	14,474.00	0.00	1,259.24	0.00	15,733.24	15,733.24
12.31.23 - 6577	Shipping - Special Enforc	PD 6577 - 13th month	0.00	0.00	1/11/2024	001-554-30-42-00	DFT0000970	Communications - Special Enforc	17.29	17.29	0.00	0.00	17.29	17.29
12.31.23 - 7573	Water Recertification - C	CH 7573 - 13th month	1.00	88.74	12/31/2023	400-534-10-49-01	DFT0000988	Registrations/Fees - Training Classe	88.74	88.74	5.87	0.00	160.60	160.60
HP 950 Black Ink - J.Goo			1.00	65.99	12/31/2023	500-548-70-31-01		Office Supplies - ER&R Administra	71.86	71.86				
12.31.23 - 8472	Audi Mic Kit - Video Rec	PC 8472 - 13th month	1.00	249.00	12/31/2023	001-514-23-49-00	DFT0000989	Miscellaneous	249.00	271.16	22.16	0.00	271.16	271.16
12.31.23 - 9400	CPE Learning Credits - B	CH 9400 - 13th month	1.00	89.00	12/31/2023	001-514-23-49-01	DFT0000990	Registration Fees / Training Classes	89.00	96.75	7.75	0.00	96.75	96.75
12.31.23 - 9467	PD Ticketing Sector Paper	PD 9467 - 13th month	1.00	260.00	12/31/2023	001-521-22-31-00	DFT0000991	Operating Supplies - Patrol	260.00	195.00	0.00	0.00	260.00	260.00
12.31.23 - 9965	Microsoft Surface Pro	FD 9965 - 13th month	1.00	379.00	12/31/2023	001-522-20-35-00	DFT0000992	Operating Supplies - Traffic	379.00	65.00	105.38	0.00	1,437.01	1,437.01

Vendor History Report

Vendor History Report													Posting Date Range		
Payable Number	Description	Units	Price	Amount	Post Date	1099 Account Number	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment	
Item Description								Account Name	Dist Amount						
12/23 - 0169	CH-0169	Microsoft Surface Pro 7	1.00	359.00	405.13	001-522-20-35-00		Sm Tools/Equipment	405.13						
		HP Chromebook (Qty 3)	3.00	40.00	150.94	001-522-45-35-00		Small Tools & Equipment - Training	150.94						
		HP Chromebook (Qty 2)	2.00	62.95	136.86	001-522-45-35-00		Small Tools & Equipment - Training	136.86						
		Shipping Services - Cam	0.00	0.00	97.66	001-594-22-64-20		Machinery/Equipment	97.66						
		Wireless Charger & Surf	1.00	73.94	80.38	001-522-20-35-00		Sm Tools/Equipment	80.38						
		Screen Protectors (Qty 2	2.00	17.99	39.12	001-522-20-31-00		Operating Supplies - Suppression	39.12						
		USB C Charging Cable fo	4.00	6.98	30.36	001-522-20-31-00		Operating Supplies - Suppression	30.36						
		Water .5L	5.00	5.36	29.13	001-522-20-31-00		Operating Supplies - Suppression	29.13						
		USB C Car Charger & Wi	1.00	26.18	28.46	001-522-20-31-00		Operating Supplies - Suppression	28.46						
		Shipping and printing se	0.00	0.00	27.00	001-522-20-42-00		Communication - Air Cards For MD	27.00						
12/23 - 2169	PW-2169	Strand Chain Wheel - E3	1.00	378.95	441.11	500-548-68-31-00	DFT0000893	Operating Supplies - General	1,106.89	29.11	90.36	0.00	1,226.36	1,226.36	
		Strand Chain Wheel - E3	1.00	378.95	409.64	500-548-68-31-00		Operating Supplies - General	409.64						
		CPE Classes - B.Carleton	1.00	299.00	325.62	001-514-23-49-01		Registration Fees / Training Classes	91.17						
						400-534-27-49-01		Water Utilities - Reg/Fees - Training	87.92						
						401-535-27-49-01		Sewer Utilities - Reg/Fees - Training	91.17						
						402-531-27-49-01		Stormwater Utilities - Reg/Fees - Tr	45.59						
						440-522-27-49-01		Ambulance Utilities - Reg/Fees - Tr	9.77						
		Winterfest Supplies	1.00	49.99	49.99	001-573-90-31-00		Operating Supplies - Community Ex	49.99						
12/23 - 3647	CH-3647	2024 Annual Conference	1.00	355.00	355.00	400-534-50-43-00	DFT0000903	Travel	783.44	0.00	0.87	0.00	784.31	784.31	
						400-534-80-49-01		Miscellaneous	294.65						
		Introduction to Excel - K	1.00	147.00	147.00	400-534-50-49-01		Miscellaneous	60.35						
						400-534-80-49-01		Miscellaneous	122.01						
		WSDA Spray License Rei	1.00	50.00	50.00	001-576-80-49-02		Registration Fees / Training Classes	24.99						
		Green River College 202	1.00	42.00	42.00	001-576-81-49-00		Miscellaneous	50.00						
						100-542-30-49-00		Miscellaneous	5.25						
						400-534-50-49-01		Miscellaneous	10.50						
						402-531-10-49-01		Miscellaneous	21.00						
		Green River College 202	1.00	42.00	42.00	400-534-50-49-01		Reg/Fees - Training Classes Stormw	5.25						
12/23 - 3647	CH-3647	Green River College 202	1.00	42.00	42.00	400-534-80-49-01		Miscellaneous	34.86						
		Green River College 202	1.00	42.00	42.00	400-534-50-49-01		Miscellaneous	7.14						

Vendor History Report

Payable Number		Description		Units		Price	Post Date	1099	Payment Number	Account Name	Payment Date	Amount	Shipping	Tax	Discount	Net	Posting Date Range -
Item Description							Amount	Account Number				Dist Amount					Payment
Green River College 202	1.00	42.00				42.00		001-576-81-49-00		Miscellaneous		5.25					
								100-542-30-49-00		Miscellaneous		10.50					
								400-534-50-49-01		Miscellaneous		21.00					
								402-531-10-49-01		Reg/Fees - Training Classes Stormw		5.25					
Training Meal - Time an	1.00	26.97				26.97		001-518-10-31-02		Operating Supplies - HR Wellness		26.97					
AWC DOT Query Testin	1.00	25.00				25.00		001-576-81-49-00		Miscellaneous		2.00					
								100-543-10-49-00		Miscellaneous		4.50					
								400-534-10-49-01		Registrations/Fees - Training Classe		10.00					
								401-535-10-49-01		Registrations/Fees - Training Classe		2.25					
Aux Cord - Events	1.00	9.97				10.84		402-531-10-49-01		Reg/Fees - Training Classes Stormw		3.00					
								500-548-70-49-01		Registrations/Fees - Training Classe		3.25					
								001-573-90-31-00		Operating Supplies - Community Ex		10.84					
								001-576-80-49-02		Registration Fees / Training Classes		1.50					
12/23 - 4551			FD-4551				12/29/2023	DFT0000906		12/29/2023		166.39	3.00		0.00	173.37	173.37
Training supplies - Refre	1.00	148.90				151.32		001-522-45-49-00		Miscellaneous		151.32					
								001-522-30-43-00		Travel		22.05					
12/23 - 5296			CD-5296				12/29/2023	DFT0000900		12/29/2023		658.98	42.76		0.00	762.80	762.80
Office Chair - R.Culwell	1.00	239.00				306.28		001-515-31-35-00		Small Tools/Minor Equipment		306.28					
								012-518-89-31-00		Operating Supplies - Data Processir		260.88					
								012-518-89-35-00		Sm Tools/Minor Equipment		195.64					
12/23 - 6464 CM			CH-6464 CM				12/29/2023	DFT0000901		12/29/2023		-5.70	0.00		0.00	-5.70	-5.70
Credit memo - Order en	-1.00	5.70				-5.70		001-573-90-31-00		Operating Supplies - Community Ex		-5.70					
12/23 - 6577			PD-6577				12/29/2023	DFT0000897		12/29/2023		263.09	2.31		0.00	267.41	267.41
Gun Range Internet 10/	1.00	120.00				120.00		001-521-10-49-00		Miscellaneous		120.00					
								001-521-10-49-00		Miscellaneous		120.00					
Travel Meal - BAC & SFS	1.00	23.09				27.41		001-521-40-43-00		Travel Training		27.41					
12/23 - 6577 CM			PD-6577 CM				12/29/2023	DFT0000895		12/29/2023		-1.10	0.00		0.00	-1.10	-1.10
Rebate Credit - Travel IV	-1.00	1.10				-1.10		001-521-40-43-00		Travel Training		-1.10					
12/23 - 7573			CH-7573				12/29/2023	DFT0000898		12/29/2023		319.54	0.00		0.00	335.33	335.33
Winterfest Supplies	1.00	75.72				82.31		001-573-90-31-00		Operating Supplies - Community Ex		82.31					
								001-518-10-31-02		Operating Supplies - HR Wellness		66.37					
Wellness Luncheon Sup	1.00	61.06				50.00		001-518-10-31-02		Operating Supplies - HR Wellness		50.00					
								001-518-10-31-02		Office Supplies - HR Wellness		47.65					
Wellness Supplies - Deci	1.00	43.76				40.00		001-518-10-31-03		Travel Training		40.00					
								001-521-40-43-00		Operating Supplies - HR Wellness		30.00					
Travel Fuel - J.Langlois -	1.00	30.00				30.00		001-518-10-31-02		Travel Training		19.00					
								001-521-40-43-00		Operating Supplies - HR Wellness		30.00					
12/23 - 7573			CH-7573				12/29/2023	DFT0000894		12/29/2023		754.75	0.00		0.00	754.75	754.75
Travel Stay - Undercove	1.00	754.75				754.75		001-521-40-49-01		Registrations/Fees - Training Classe		754.75					
12/23 - 8472			PC-8472				12/29/2023	DFT0000899		12/29/2023		590.22	0.00		0.00	598.66	598.66
Travel Stay - BLEA Grad	1.00	231.55				231.55		001-521-40-43-00		Travel Training		231.55					

Vendor History Report

Posting Date Range -

Payable Number	Description	Units	Price	Amount	Post Date	1099 Account Number	Payment Number	Account Name	Payment Date	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
12/23 - 9418	CH-9418				12/29/2023		DFT0000907		12/29/2023	89.69	0.00	0.00	0.00	89.69	89.69
	BLEA Travel Fuel - G.Ber	1.00	69.98	69.98	12/29/2023	001-521-40-43-00		Travel Training			69.98				
	BLEA Travel Meal - G.Be	1.00	19.71	19.71	12/29/2023	001-521-40-43-00		Travel Training			19.71				
	CH-9426				12/29/2023		DFT0000905		12/29/2023	71.08	0.00	0.00	0.00	71.08	71.08
	Council Workshop Snack	1.00	35.72	35.72	12/29/2023	001-511-60-49-01		Miscellaneous			35.72				
12/23 - 9467	Office Supplies - J.Good	1.00	35.36	35.36	12/29/2023	500-548-70-31-01		Office Supplies - ER&R Administra			35.36				
	PD-9467				12/29/2023		DFT0000904		12/29/2023	245.98	0.00	24.73	0.00	270.71	270.71
	Travel Stay - S.Diaz - Sup	1.00	196.00	216.38	12/29/2023	001-521-40-43-00		Travel Training			216.38				
12/23 - 9965	Detective Supplies - Por	1.00	49.98	54.33	12/29/2023	001-521-21-35-00		Sm Tools/Equip Invest			54.33				
	FD-9965				12/29/2023		DFT0000902		12/29/2023	310.95	0.00	23.73	0.00	334.68	334.68
	EMS Supplies	1.00	155.27	168.78	12/29/2023	440-522-24-31-00		Operating Supplies - EMS Administ			168.78				
	Facilities supplies - car v	1.00	109.53	119.06	12/29/2023	001-522-50-31-00		Operating Supplies - Facilities			119.06				
	Shipping supplies - Box :	1.00	33.42	34.11	12/29/2023	001-522-10-42-00		Communication			34.11				
	Shipping Training Suppli	1.00	12.73	12.73	12/29/2023	001-522-45-42-00		Communication			12.73				

Vendor History Report

Payable Number	Description	Units	Price	Post Date	1099 Account Number	Payment Number	Account Name	Amount	Shipping	Tax	Discount	Net	Payment
5629 - Home Depot Credit Services													
12.2023	Supplies			12/31/2023		DFT0000998	12/31/2023	4,158.76	0.00	0.00	0.00	4,158.76	4,158.76
	PW Shed	1.00	293.14	293.14	001-518-20-31-01		Office Supplies - Facilities	2,129.61	0.00	0.00	0.00	2,129.61	2,129.61
	Grinder Replacement	1.00	243.32	243.32	100-542-64-35-00		Sm Tools/Equipment	243.32					
	Step Ladder	1.00	205.44	205.44	001-573-90-31-00		Operating Supplies - Community Ex	205.44					
	Christmas Lights	1.00	195.59	195.59	001-573-90-31-00		Operating Supplies - Community Ex	195.59					
	Parade Supplies - Chair,	1.00	162.01	162.01	001-573-90-31-00		Operating Supplies - Community Ex	162.01					
	Fire Department - Cord,	1.00	148.98	148.98	001-518-20-31-00		Operating Supplies - Facilities	148.98					
	Roads - Blade set, patch	1.00	111.86	111.86	100-542-30-31-00		Operating Supplies - Traveled Way	111.86					
	PW Pete Sideboards	1.00	88.57	88.57	500-548-68-31-00		Operating Supplies - General	88.57					
	PW Shed	1.00	82.70	82.70	001-518-20-31-00		Operating Supplies - Facilities	82.70					
	Parks - Brush, paint	1.00	76.05	76.05	001-576-80-31-00		Operating Supplies - Parks	76.05					
	Christmas Lights	1.00	71.70	71.70	001-573-90-31-00		Operating Supplies - Community Ex	71.70					
	Christmas Lights	1.00	71.70	71.70	001-573-90-31-00		Operating Supplies - Community Ex	71.70					
	CP Sign	1.00	58.97	58.97	001-576-80-31-00		Operating Supplies - Parks	58.97					
	Steel and Batteries	1.00	43.18	43.18	001-518-20-31-01		Office Supplies - Facilities	43.18					
	PW Shed	1.00	34.65	34.65	001-518-20-31-00		Operating Supplies - Facilities	34.65					
	Penlight and Velcro Sqa	1.00	31.23	31.23	400-534-50-31-00		Operating Supplies - Maintenance	31.23					
	Christmas Lights	1.00	29.28	29.28	001-573-90-31-00		Operating Supplies - Community Ex	29.28					
	CP Sign	1.00	27.25	27.25	001-576-80-31-00		Operating Supplies - Parks	27.25					
	Supply Stock	1.00	23.91	23.91	001-518-20-31-00		Operating Supplies - Facilities	23.91					
	Pine Sol	1.00	23.87	23.87	001-518-20-31-00		Operating Supplies - Facilities	23.87					
	Hangers	1.00	21.70	21.70	001-518-20-48-00		Repairs & Maintenance	21.70					
	Rubber Straps	1.00	19.54	19.54	400-534-10-31-00		Operating Supplies - Administration	19.54					
	Grade Stakes	1.00	17.37	17.37	001-573-90-31-00		Operating Supplies - Community Ex	17.37					
	Bucket and Duct Tape -	1.00	16.48	16.48	400-534-80-31-00		Operating Supplies - General	16.48					
	City Signs	1.00	11.70	11.70	100-542-64-31-00		Operating Supplies - Traffic Control	11.70					
	Spray Nozzles	1.00	10.76	10.76	100-543-10-49-00		Miscellaneous	10.76					
	16ft tape measure	1.00	8.66	8.66	400-534-10-35-00		Small Tools/Equipment	8.66					
12/2023	November Statement			12/12/2023		DFT0000856	12/12/2023	1,957.34	0.00	0.00	0.00	1,957.34	1,957.34
	Tools	1.00	433.71	433.71	400-534-50-35-00		Sm Tools/Equipment	433.71					
	Tools- Creek	1.00	239.77	239.77	001-518-20-35-00		Sm Tools/Minor Equip	239.77					
	Chrstmas Lights	1.00	187.49	187.49	001-573-90-31-00		Operating Supplies - Community Ex	187.49					
	Exhaust Fan & Fittings	1.00	175.20	175.20	001-518-20-31-00		Operating Supplies - Facilities	175.20					
	Spotlights, Whip,Cover	1.00	152.68	152.68	001-518-20-31-00		Operating Supplies - Facilities	152.68					
	Tools- Veh 615	1.00	128.14	128.14	500-548-68-35-00		Small Tools / Equipment	128.14					
	Shelving and Hooks- St (	1.00	102.26	102.26	001-514-30-35-00		Sm Tools/Minor Equip,	102.26					
	Christmas Lights	1.00	86.87	86.87	001-573-90-31-00		Operating Supplies - Community Ex	86.87					
	Extension Cord	1.00	69.48	69.48	400-534-50-31-00		Operating Supplies - Maintenance	69.48					
	Pressure Washer Nozzle	1.00	60.45	60.45	100-542-30-31-00		Operating Supplies - Traveled Way	60.45					
	Batteries	1.00	57.19	57.19	400-534-50-31-00		Operating Supplies - Maintenance	57.19					
	28" Lopper	1.00	43.44	43.44	100-542-70-35-00		Sm Tools/Equipment	43.44					
	Door Sweep	1.00	40.12	40.12	001-518-20-31-00		Operating Supplies - Facilities	40.12					

Vendor History Report

Vendor History Report														Posting Date Range		
Payable Number	Description	Units	Price	Amount	Post Date	1099 Account Number	Payment Number	Account Name	Amount	Shipping	Tax	Discount	Net	Payment		
Item Description										Dist Amount						
Vent and Fittings		1.00	29.10	29.10		001-518-20-31-00		Operating Supplies - Facilities	29.10	26.75						
Whip		1.00	26.75	26.75		001-518-20-31-00		Operating Supplies - Facilities	26.75	19.21						
Gloves- Camron		1.00	19.21	19.21		400-534-50-31-00		Operating Supplies - Maintenance	19.21	18.45						
Mop		1.00	18.45	18.45		001-576-80-31-00		Operating Supplies - Parks	18.45	15.84						
Gloves- Randy		1.00	15.84	15.84		100-542-30-20-01		Benefits - Uniforms	15.84	14.10						
Sawzall Blade		1.00	14.10	14.10		001-576-80-31-00		Operating Supplies - Parks	14.10	13.84						
Level- Creek		1.00	13.84	13.84		001-518-20-35-00		Sm Tools/Minor Equip	13.84	13.07						
Outlet covers		1.00	13.07	13.07		001-518-20-31-00		Operating Supplies - Facilities	13.07	12.77						
Hand Sprayer		1.00	12.77	12.77		100-542-30-31-00		Operating Supplies - Traveled Way	12.77	7.04						
Paint		1.00	7.04	7.04		001-576-80-31-00		Operating Supplies - Parks	7.04	6.45						
Coat Hook		1.00	6.45	6.45		001-548-68-49-95		INF CE To ER&R Replacement:	6.45	2.53						
Lamp Holder		1.00	2.53	2.53		001-576-80-31-00		Operating Supplies - Parks	2.53	1.39						
Screws		1.00	1.39	1.39		400-534-80-31-00		Operating Supplies - General	1.39							
INV0001322	Fire Dept Maintenance			12/31/2023		DFT0001002		12/31/2023	20.79	0.00	0.00	0.00	20.79	20.79		
Fire Dept Maintenance		1.00	20.79	20.79		001-518-20-31-00		Operating Supplies - Facilities	20.79							
INV0001325	B. Hammond Safety Gear			12/31/2023		DFT0001002		12/31/2023	51.02	0.00	0.00	0.00	51.02	51.02		
B. Hammond Safety Gear		1.00	51.02	51.02		400-534-50-20-01		Benefits Uniforms	51.02							

Vendor History Report

Payable Number	Description	Units	Price	Amount	Post Date	1099 Account Number	Payment Number	Payment Date	Account Name	Amount	Shipping	Tax	Discount	Net	Payment
Item Description															
194 - Napa Of Walla Walla															
11/30/23	November Statement				12/11/2023		APA000625	12/12/2023		3,817.36	0.00	2.97	0.00	3,820.33	3,820.33
Filters- Veh 532	1.00	172.36	172.36	172.36	500-548-68-31-00			Operating Supplies - General		1,290.42	0.00	0.00	0.00	1,290.42	1,290.42
Air Brake Dryer Repair	1.00	144.37	144.37	144.37	500-548-68-31-00			Operating Supplies - General		172.36					
Filters= Shop Supplies	1.00	108.30	108.30	108.30	500-548-68-31-00			Operating Supplies - General		144.37					
Filters- Veh 611	1.00	97.91	97.91	97.91	500-548-68-31-00			Operating Supplies - General		108.30					
Filters- Veh 605	1.00	93.62	93.62	93.62	500-548-68-31-00			Operating Supplies - General		97.91					
Air Filters- Shop Supplies	1.00	79.58	79.58	79.58	500-548-68-31-00			Operating Supplies - General		93.62					
Oil Filters- Veh 601	1.00	74.87	74.87	74.87	500-548-68-31-00			Operating Supplies - General		79.58					
Support	1.00	71.79	71.79	71.79	500-548-68-31-00			Operating Supplies - General		74.87					
Filters- Veh 608	1.00	66.22	66.22	66.22	500-548-68-31-00			Operating Supplies - General		71.79					
Filters- Shop Supplies	1.00	59.21	59.21	59.21	500-548-68-31-00			Operating Supplies - General		66.22					
Oil- Shop Supplies	1.00	56.95	56.95	56.95	500-548-68-31-00			Operating Supplies - General		59.21					
Air Filters- Shop Supplie	1.00	33.89	33.89	33.89	500-548-68-31-00			Operating Supplies - General		56.95					
Filters- Veh 909	1.00	33.89	33.89	33.89	500-548-68-31-00			Operating Supplies - General		33.89					
Wiper Blades- Veh 419	1.00	33.69	33.69	33.69	500-548-68-31-00			Operating Supplies - General		33.89					
Gloves- Ben	1.00	30.37	30.37	30.37	500-548-68-20-01			Operating Supplies - General		33.69					
Air Filters- Veh 102	1.00	29.03	29.03	29.03	500-548-68-31-00			Benefits - Uniforms		30.37					
Switch- Veh 532	1.00	28.47	28.47	28.47	500-548-68-31-00			Operating Supplies - General		29.03					
Rocker Switch- Veh 532	1.00	28.19	28.19	28.19	500-548-68-31-00			Operating Supplies - General		28.47					
Wiper Blades- Veh 607	1.00	28.01	28.01	28.01	500-548-68-31-00			Operating Supplies - General		28.19					
Wiper Blade- Veh 607	1.00	17.99	17.99	17.99	500-548-68-31-00			Operating Supplies - General		28.01					
Filters- Veh 412	1.00	16.94	16.94	16.94	500-548-68-31-00			Operating Supplies - General		17.99					
Oil Filter Wrench	1.00	13.24	13.24	13.24	500-548-68-35-00			Operating Supplies - General		16.94					
Return Switch	-1.00	28.47	-28.47	-28.47	500-548-68-31-00			Small Tools / Equipment		13.24					
207483	Air Filter				12/31/2023	APA000767		12/31/2023	Operating Supplies - General	33.36	0.00	2.97	0.00	36.33	36.33
Air Filter	1.00	33.36	33.36	36.33	500-548-68-31-00			Operating Supplies - General		36.33					
207513	DRM Pump				12/31/2023	APA000767		12/31/2023	Operating Supplies - General	64.80	0.00	0.00	0.00	64.80	64.80
DRM Pump	1.00	64.80	64.80	64.80	500-548-68-31-00			Operating Supplies - General		64.80					
207588	Junction Block				12/31/2023	APA000767		12/31/2023	Operating Supplies - General	10.07	0.00	0.00	0.00	10.07	10.07
Junction Block	1.00	10.07	10.07	10.07	500-548-68-31-00			Operating Supplies - General		10.07					
207637-1	Fuel Filter				12/31/2023	APA000767		12/31/2023	Operating Supplies - General	35.03	0.00	0.00	0.00	35.03	35.03
Fuel Filter	1.00	35.03	35.03	35.03	500-548-68-31-00			Operating Supplies - General		35.03					
207718	Oil Filter Wrench				12/31/2023	APA000767		12/31/2023	Operating Supplies - General	26.09	0.00	0.00	0.00	26.09	26.09
Oil Filter Wrench	1.00	26.09	26.09	26.09	500-548-68-31-00			Operating Supplies - General		26.09					
207820	V-Belt Replacement				12/31/2023	APA000767		12/31/2023	Operating Supplies - General	23.54	0.00	0.00	0.00	23.54	23.54
V-Belt Replacement	1.00	23.54	23.54	23.54	500-548-68-31-00			Operating Supplies - General		23.54					
207831	Air Filter				12/31/2023	APA000767		12/31/2023	Operating Supplies - General	21.78	0.00	0.00	0.00	21.78	21.78
Air Filter	1.00	21.78	21.78	21.78	500-548-68-31-00			Operating Supplies - General		21.78					
208051	Couplers				12/31/2023	APA000767		12/31/2023	Operating Supplies - General	23.33	0.00	0.00	0.00	23.33	23.33

Vendor History Report

Payable Number		Description		Units	Price	Post Date		1099		Payment Number	Payment Date		Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
Item Description						Amount	Account Number	Account Number			Account Name							
Couplers				1.00	23.33	23.33	500-548-68-31-00	500-548-68-31-00			Operating Supplies - General		23.33					
208087 Oil Filter		Oil Filter		1.00	41.46	41.46	500-548-68-31-00	500-548-68-31-00	APA000767		12/31/2023	Operating Supplies - General	41.46	0.00	0.00	0.00	41.46	41.46
208090 Silicone Spray		Silicone Spray		1.00	9.04	9.04	500-548-68-31-00	500-548-68-31-00	APA000767		12/31/2023	Operating Supplies - General	9.04	0.00	0.00	0.00	9.04	9.04
208120 Silicone Spray		Silicone Spray		1.00	5.15	5.15	500-548-68-31-00	500-548-68-31-00	APA000767		12/31/2023	Operating Supplies - General	5.15	0.00	0.00	0.00	5.15	5.15
208193 Batter & Core Deposit		Batter & Core Deposit		1.00	363.57	363.57	500-548-68-31-00	500-548-68-31-00	APA000767		12/31/2023	Operating Supplies - General	363.57	0.00	0.00	0.00	363.57	363.57
208314 Air Filter		Air Filter		1.00	98.61	98.61	500-548-68-31-00	500-548-68-31-00	APA000767		12/31/2023	Operating Supplies - General	98.61	0.00	0.00	0.00	98.61	98.61
208450 Brake		Brake		1.00	410.49	410.49	500-548-68-31-00	500-548-68-31-00	APA000767		12/31/2023	Operating Supplies - General	410.49	0.00	0.00	0.00	410.49	410.49
208469 Oil Filter & Air Filter		Oil Filter & Air Filter		1.00	95.52	95.52	500-548-68-31-00	500-548-68-31-00	APA000767		12/31/2023	Operating Supplies - General	95.52	0.00	0.00	0.00	95.52	95.52
208470 Air Filter		Air Filter		1.00	27.93	27.93	500-548-68-31-00	500-548-68-31-00	APA000767		12/31/2023	Operating Supplies - General	27.93	0.00	0.00	0.00	27.93	27.93
208520 Core Dep Return & Fuel		Core Dep Return & Fuel		-1.00	74.24	-74.24	500-548-68-31-00	500-548-68-31-00	APA000767		12/31/2023	Operating Supplies - General	-74.24	0.00	0.00	0.00	-74.24	-74.24
208521 Hose kit, radiator hose (		Hose kit, radiator hose (Qty 2)		1.00	97.84	97.84	500-548-68-31-00	500-548-68-31-00	APA000767		12/31/2023	Operating Supplies - General	97.84	0.00	0.00	0.00	97.84	97.84
208700 Combo wrench		Combo wrench		1.00	55.72	55.72	500-548-68-31-00	500-548-68-31-00	APA000767		12/31/2023	Operating Supplies - General	55.72	0.00	0.00	0.00	55.72	55.72
208701 Combo wrench		Combo wrench		0.50	167.17	83.59	500-548-68-31-00	500-548-68-31-00	APA000767		12/31/2023	Operating Supplies - General	167.17	0.00	0.00	0.00	167.17	167.17
208737 Air Pressure Switch		Air Pressure Switch		1.00	112.16	112.16	500-548-68-31-00	500-548-68-31-00	APA000767		12/31/2023	Operating Supplies - General	112.16	0.00	0.00	0.00	112.16	112.16
208759 Shop Supplies - Syntheti		Synthetic Oil		1.00	42.69	42.69	500-548-68-31-00	500-548-68-31-00	APA000767		12/31/2023	Operating Supplies - General	42.69	0.00	0.00	0.00	42.69	42.69
208788 Valve & Drain Valve		Valve & Drain Valve		1.00	251.80	251.80	500-548-68-31-00	500-548-68-31-00	APA000767		12/31/2023	Operating Supplies - General	251.80	0.00	0.00	0.00	251.80	251.80
209500 Battery, core dep return		Battery, core dep return & electrical conn		1.00	457.79	457.79	500-548-68-31-00	500-548-68-31-00	APA000767		12/31/2023	Operating Supplies - General	457.79	0.00	0.00	0.00	457.79	457.79
209522 Tank Heater		Tank Heater		1.00	77.49	77.49	500-548-68-31-00	500-548-68-31-00	APA000767		12/31/2023	Operating Supplies - General	77.49	0.00	0.00	0.00	77.49	77.49
209664 Air Filter Return		Air Filter Return					500-548-68-31-00	500-548-68-31-00	APA000767		12/31/2023	Operating Supplies - General	-98.61	0.00	0.00	0.00	-98.61	-98.61

Vendor History Report

Vendor History Report													Posting Date Range		
Payable Number	Description	Units	Price	Amount	Post Date	1099 Account Number	Payment Number	Account Name	Payment Date	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
Item Description															
Air Filter Return		-1.00	98.61	-98.61	12/31/2023	500-548-68-31-00	APA000767	Operating Supplies - General			-98.61				
209869	Oil Filter, Air Filter & Napagold air filter	1.00	53.14	53.14	12/31/2023	500-548-68-31-00	APA000767	Operating Supplies - General	12/31/2023	53.14	0.00	0.00	0.00	53.14	53.14
209993	HD Wiper				12/31/2023	500-548-68-31-00	APA000767	Operating Supplies - General	12/31/2023	73.68	0.00	0.00	0.00	73.68	73.68
210513	Supplies - Engine Access Cover Pin & Coupl	1.00	73.68	73.68	12/31/2023	500-548-68-31-00	APA000767	Operating Supplies - General	12/31/2023	73.68	0.00	0.00	0.00	73.68	73.68
	Supplies - Engine Access	1.00	20.54	20.54	12/31/2023	500-548-68-31-00	APA000767	Operating Supplies - General	12/31/2023	20.54	0.00	0.00	0.00	20.54	20.54
218 - Quill Corporation															
35734298	Calendar- Cota	1.00	26.08	26.08	11/16/2023	001-558-60-31-01	APA000638	Office Supplies - Planning	12/12/2023	26.08	0.00	0.00	0.00	1,363.48	1,363.48
	Captured Invoice from C	1.00	26.08	26.08		402-531-20-31-01		Office Supplies - Stormwater Engin		22.17	3.91	0.00	0.00	26.08	26.08
35906003	Janitorial Supplies	1.00	464.16	464.16	12/31/2023	001-518-20-31-00	APA000775	Operating Supplies - Facilities	12/31/2023	464.16	0.00	0.00	0.00	464.16	464.16
35908475	Office Supplies - Trash Can Liners	1.00	29.34	29.34	12/31/2023	001-518-20-31-00	APA000775	Operating Supplies - Facilities	12/31/2023	29.34	0.00	0.00	0.00	29.34	29.34
35914186	Office Supplies-CD	1.00	14.77	14.77	12/31/2023	001-518-20-31-00	APA000775	Operating Supplies - Facilities	12/31/2023	29.34	0.00	0.00	0.00	29.34	29.34
	Pens	1.00	14.77	14.77	12/31/2023	001-513-10-31-01	APA000775	Office Supplies - Executive	12/31/2023	14.77	0.00	0.00	0.00	14.77	14.77
						001-514-23-31-01		Office Supplies - Budgeting, Accour		1.94					
						001-514-30-31-01		Office Supplies - Records		2.61					
						001-518-10-31-01		Office Supplies - HR Administration		0.84					
						100-543-10-31-01		Office Supplies - Administration		1.68					
						400-534-10-31-01		Office Supplies - Administration		0.15					
						400-534-27-31-01		Water Utilities - Office Supplies		0.71					
						401-535-10-31-01		Office Supplies - Administration		2.89					
						401-535-27-31-01		Sewer Utilities - Office Supplies		0.55					
						402-531-27-31-01		Stormwater Utilities - Office Suppli		3.25					
36135085	Office Supplies-CD - Paperclips	1.00	3.14	3.14	12/31/2023	001-518-20-31-01	APA000775	Office Supplies - Facilities	12/31/2023	3.14	0.00	0.00	0.00	3.14	3.14
	Paperclips					001-524-20-31-01		Office Supplies - Bldg. Inspection		0.16					
						001-558-60-31-01		Office Supplies - Planning		0.94					
						001-576-81-31-01		Office Supplies - Parks Administrati		0.63					
						012-518-89-31-01		Office Supplies - Data Processing		0.06					
						100-543-10-31-01		Office Supplies - Administration		0.16					
						400-534-10-31-01		Office Supplies - Administration		0.38					
						401-535-10-31-01		Office Supplies - Administration		0.44					
						500-548-70-31-01		Office Supplies - ER&R Administra		0.31					
36149390	Supplies - 1096 Tax Forms	1.00	8.14	8.14	12/31/2023	001-514-23-31-00	APA000775	Operating Supplies - Budgeting, Ac	12/31/2023	8.14	0.00	0.00	0.00	8.14	8.14
36165338	Office Supplies - AP, CH Gen & B.Carleton				12/31/2023		APA000775	Operating Supplies - Budgeting, Ac	12/31/2023	8.14	0.00	0.00	0.00	8.14	8.14
								Operating Supplies - Budgeting, Ac		361.53	0.00	31.45	0.00	392.98	392.98

Vendor History Report

Vendor History Report														Posting Date Range			
Payable Number	Description	Units	Price	Post Date	1099 Account Number	Payment Number	Account Name	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment			
Office Supplies - B.Carle		1.00	286.97	311.93	001-514-23-31-01		Office Supplies - Budgeting, Accour			87.34							
					400-534-27-31-01		Water Utilities - Office Supplies			84.22							
					401-535-27-31-01		Sewer Utilities - Office Supplies			87.34							
					402-531-27-31-01		Stormwater Utilities - Office Suppli			43.67							
					440-522-27-31-01		Ambulance Utilities - Office Supplie			9.36							
Office Supplies - AP - Ta		1.00	53.97	58.67	001-514-23-31-01		Office Supplies - Budgeting, Accour			32.86							
					400-534-27-31-01		Water Utilities - Office Supplies			11.73							
					401-535-27-31-01		Sewer Utilities - Office Supplies			8.80							
					402-531-27-31-01		Stormwater Utilities - Office Suppli			4.69							
					440-522-27-31-01		Ambulance Utilities - Office Supplie			0.59							
Office Supplies - CH Gen		1.00	20.59	22.38	001-513-10-31-01		Office Supplies - Executive			2.94							
					001-514-23-31-01		Office Supplies - Budgeting, Accour			3.95							
					001-514-30-31-01		Office Supplies - Records			1.26							
					001-518-10-31-01		Office Supplies - HR Administration			2.54							
					100-543-10-31-01		Office Supplies - Administration			0.22							
					400-534-10-31-01		Office Supplies - Administration			1.10							
					400-534-27-31-01		Water Utilities - Office Supplies			4.40							
					401-535-10-31-01		Office Supplies - Administration			0.83							
					401-535-27-31-01		Sewer Utilities - Office Supplies			4.92							
					402-531-27-31-01		Stormwater Utilities - Office Suppli			0.22							
36166103	Office Supplies - AP - 10	1.00	25.61	12/31/2023		APA000775	12/31/2023		25.61	0.00	0.00	25.61	25.61				
Office Supplies - AP - 10		1.00	25.61	25.61	001-514-23-31-01		Office Supplies - Budgeting, Accour			14.34							
					400-534-27-31-01		Water Utilities - Office Supplies			5.12							
					401-535-27-31-01		Sewer Utilities - Office Supplies			3.84							
					402-531-27-31-01		Stormwater Utilities - Office Suppli			2.05							
					440-522-27-31-01		Ambulance Utilities - Office Supplie			0.26							
					12/31/2023		12/31/2023		399.26	0.00	0.00	0.00	399.26	399.26			
					001-513-10-31-01		Office Supplies - Executive			52.50							
					001-514-23-31-01		Office Supplies - Budgeting, Accour			70.47							
					001-514-30-31-01		Office Supplies - Records			22.56							
					001-518-10-31-01		Office Supplies - HR Administration			45.32							
Office Supplies - CH Gen		1.00	399.26	399.26	100-543-10-31-01		Office Supplies - Administration			3.99							
					400-534-10-31-01		Office Supplies - Administration			19.37							
					400-534-27-31-01		Water Utilities - Office Supplies			78.45							
					401-535-10-31-01		Office Supplies - Administration			14.77							
					401-535-27-31-01		Sewer Utilities - Office Supplies			87.84							
					402-531-27-31-01		Stormwater Utilities - Office Suppli			3.99							
					Vendors: (5)					Total 01 - Vendor Set 01:		34,162.65	114.74	1,759.09	0.00	36,036.48	36,036.48
					Vendors: (5)					Report Total:		34,162.65	114.74	1,759.09	0.00	36,036.48	36,036.48



**WASHINGTON STATE
OFFICE OF PUBLIC DEFENSE**
Larry Jefferson, Director

Email: opd@opd.wa.gov

(360) 586-3164
FAX (360) 586-8165

TO: City/County Officials
FROM: Grace O'Connor, Supervising Attorney, SPAR Program
DATE: December 14, 2023
RE: Applications for SPAR funding for Calendar Year 2023 and 2024

Funding Program Overview:

Second Engrossed Second Substitute Senate Bill (2E2SSB) 5536 (Chapter 1, Laws of 2023, 1st Special Session) appropriated funds to the Washington State Office of Public Defense (State OPD) to provide reimbursement of eligible expenses for consultation and representation services for:

- indigent adults facing pending charges or charged with violations of RCW 69.50.4011(1)(b) or (c), 69.50.4013, 69.50.4014, or 69.41.030(1), or charged with offenses under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drug (hereinafter, qualifying offenses)
- in courts of limited jurisdiction in counties with a population of 500,000 or less and cities with a population of 200,000 or less

In Fiscal Year (FY) 2024 (July 1, 2023-June 30, 2024), State OPD received an appropriation funding to create, administer, and fund this reimbursement program. Additional funding will be appropriated in FY25. OPD expects that the legislature will appropriate funding again in the next biennium (FY26-27).

In order to administer these funds, State OPD created the Simple Possession Advocacy and Representation (SPAR) Program.

If SPAR funds are awarded to a jurisdiction, funding must be used for providing consultation and representation for individuals facing pending charges of or charged with qualifying offenses in courts of limited jurisdiction under the offenses listed above. These funds will be non-supplanting.

For Calendar Year 2023 and 2024, permissible use of funding will be limited to reimbursement for compensation for attorney and support staff time devoted to such consultation and representation, and reimbursement for investigation costs, and reimbursement for expert services related to qualifying offenses. Jurisdictions will be responsible for any other expense.

Please note that funding may be used for representation on cases that *include* charges on qualifying offenses, but represented individuals need not be *exclusively* charged with qualifying offenses. State OPD understands that individuals are often charged with multiple offenses under the same case number. In such cases, expert services costs will only be reimbursed when the subject of expertise is related to qualifying offenses. Additionally, the legislature limited this funding to representation in courts of limited jurisdiction. Therefore, SPAR funds may not be used for representation of individuals charged with qualifying offenses in a superior court.

Funds awarded may not supplant existing funding for public defense.

Application Timeline:

Completed applications are **due to OPD by November 27, 2023**. State OPD will send preliminary notification of grant awards and denials by December 15, 2023. Signed, completed applications and corresponding documentation should be submitted as an email attachment to Nicole Dodge at nicole.dodge@opd.wa.gov. *Please do not leave any answers blank.*

Application Definitions

Alternatives to Prosecution – An opportunity to depart from the traditional criminal case process of charge to plea of guilty, or conviction or acquittal at trial. Examples might be, but not limited to, stipulated continuances, deferrals, therapeutic courts, or a diversion program. See also, Diversion; Specialty Court; Therapeutic Court.

Case - The filing of a document with the court naming a person as defendant or respondent, to which an attorney is appointed to provide representation.

Case weighting – A system for accounting for complexity, seriousness, or other extraordinary time commitments of certain types of cases and, therefore, adjusting the number of maximum case assignments. A weighting system may compensate for a case type by increasing or decreasing the weight given to a case type. Case weighting systems may only be used if the local government entity adopts and publishes written policies and procedures for implementing such a system.

Consultation – See Representation.

Defendant – The person answering or responding to a criminal charge. The state or city has accused these people of committing a crime, and they are defending themselves against the accusations. In certain cases, the defendant is referred to as the respondent.

Diversion – An agreement or non-specialty court program in which a defendant agrees to participate for some benefit. Typically, a defendant agrees to certain conditions (e.g., not commit any other crimes, abstain from alcohol, stay away from a particular person or place, engage in some sort of treatment evaluation and follow-through) with the understanding that the charge the defendant is facing will either be dismissed or reduced. See also, Pre-File

Diversion; Pre-Trial Diversion; Statutory Pre-File Diversion; Statutory Pre-Trial Diversion Under RCW 69.50.4017.

Pre-File Diversion – A diversion from the criminal legal system by either law enforcement or the prosecutor that takes place before charges are filed against a defendant.

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State OPD staff is available to work with jurisdictions regarding compliance with these funds. State OPD will have a SPAR Attorney Trainer on staff to serve as a resource for SPAR public defenders.

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For information regarding the SPAR Program or this application process, contact:

Grace O’Connor, SPAR Supervising Attorney, Grace.oconnor@opd.wa.gov, 360-586-3164, x.151
Nicole Dodge, SPAR Program Analyst, Nicole.dodge@opd.wa.gov, 360-586-3164, x.114.

We look forward to working with you to implement this new funding in Washington State.



**WASHINGTON STATE
OFFICE OF PUBLIC DEFENSE**
Larry Jefferson, Director

Email: opd@opd.wa.gov

(360) 586-3164
FAX (360) 586-8165

TO: City/County Officials
FROM: Grace O'Connor, Supervising Attorney, SPAR Program
DATE: November 27, 2023
RE: Applications for SPAR funding for Calendar Year 2023 and 2024

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Nicole Dodge, SPAR Program Analyst, Nicole.dodge@opd.wa.gov, 360-586-3164, x.114.

We look forward to working with you to implement this new funding in Washington State.

2024 Funding Application

Simple Possession Advocacy & Representation (SPAR) Program

City/County Name: City of College Place

Contact Name*: Brian Carleton

Title: Director of Finance

Mailing Address: 625 S College Ave

City: College Place **State:** WA **Zip Code:** 99324

Phone: 509-529-1200

Email Address: bcarleton@cpwa.us

*Please list the person who will be responsible for submitting invoices and handling any communication in regard to these funds.

Signing Authority:** Rea Culwell

Title: City Attorney

Mailing Address: 625 S College Ave

City: College Place **State:** WA **Zip Code:** 99324

Phone: 509-529-1200

Email Address: rculwell@cpwa.us

**Please list the person who will be signing any agreement regarding these funds. If the same as the contact person listed above, you may skip this section.

State Vendor Number: SWV0028965-00

For more information see:

<https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services>

NOTE: Complete applications must be received at OPD by 5 p.m. *November 27, 2023.*

Section I: Demographics and Case Tracking

1.1 Is this application completed on behalf of a Washington city or county? ☒ City ☐ County

1.2 What is the current population size of your jurisdiction? 9902

1.3 What is the current public defense model in your city/county? Please select one option that best describes how public defense services are delivered in your region.

- ☒ a) The city/county contracts with attorneys for public defense services.
- ☐ b) Public defense services are provided primarily by staff attorney(s) of a public defense agency or non-profit.

1.4 Does the city/county have the ability to collect and report data on the following data points:

Yes	No	Data to be requested
☒	☐	Age of Defendant
☒	☐	Race of Defendant
☒	☐	Gender of Defendant
☒	☐	Case Outcome/Disposition
☒	☐	Diversion Status (including: was case diverted, was diversion completed)
☒	☐	Number of Cases
☒	☐	Attorney Hours
☒	☐	Trials

Ability to collect and report data on age, race, and gender of the defendant, or case outcome/disposition and diversion status is not a requirement for grant funding. However, ability to track number of cases, attorney hours, and trials will be part of the documentation required for reimbursement. If the city/county is currently collecting data on any of these data points, please attach a template or sample report, if available.

1.5 If you are applying on behalf of a city, what is the city ordinance/city code new filings for possession of a controlled substance are charged under? Please attach a copy.

Chapter 9.04
CPMC

1.6 With the passage of 2E2SSB 5536, OPD anticipates an increase in filings of criminal cases centered around possession of controlled substance charges. How many cases do you estimate will be filed as a result?

20

1.7 Who in the city/county is responsible for overseeing contract attorneys, sub-contract attorneys and assigned counsel attorneys? What is their title/position?

Mike Rizitiello, City Administrator

1.8 Are city attorneys, prosecutors, judges, judicial staff, or law enforcement officers involved in the selection of public defense attorneys? [WSBA](#)

[Indigent Defense Services Standard 19](#); [RCW 10.101.040](#); [GR 42](#)

☐ Yes

☒ No

Section II: Diversions and Post-Disposition Representation

2.1 Pre-File Diversion: In lieu of jail booking and referral to the prosecutor for possession and public use cases, 2E2SSB 5536 encourages law enforcement to offer a referral to assessment and services available under RCW 10.31.110 or other program or entity responsible for receiving referrals in lieu of legal system involvement, which may include, but are not limited to, arrest and jail alternative programs (AJA), law enforcement assistant diversion programs (LEAD), or a recovery navigator program (RNP). See [RCW 69.50.4011\(3\)\(c\)](#); [69.50.4013\(2\)\(c\)](#); [69.50.4014\(2\)](#); [69.41.030\(2\)\(e\)](#). Additionally, prosecutors are encouraged to divert possession and public use cases for assessment, treatment or other services rather than charge them. See [RCW 69.50.4011\(3\)\(a\)](#); [RCW 69.50.4013\(2\)\(a\)](#); [RCW 69.50.4014\(1\)](#); [RCW 69.41.030\(2\)\(b\),\(c\)](#).

a) Please describe any current pre-file diversion programs that exist in your jurisdiction. In your description, please include 1) the type of diversion, including whether it occurs pre-referral to the prosecutor's office or post-referral to the prosecutor's office, 2) how an individual learns of the diversion 3) who makes the decision to allow the individual to participate in the diversion, 4) what is expected of the individual in the diversion, and 5) the role of defense counsel, in any, in these diversions.

Most diversions occur post-charging (see response below). Pre-file diversion 1) occurs when law enforcement refers a person to our LEAD/AJA program rather than charging/arrest/booking. The City engages in both direct diversion by law enforcement resulting in no referral to the prosecutor and direct diversion by law enforcement with referral to the prosecutor; 2) individual learns from law enforcement or occasionally from crisis response if called by law enforcement upon contact with the individual; 3) law enforcement or prosecutor if referred by law enforcement; 4) remain crime free, engage in services; 5) defense counsel does not play a role in pre-charge/pre-filing diversion.

b) Does your jurisdiction have any future plans to adjust its pre-file diversion options in light of 2E2SSB 5536?

☒ Yes

☐ No

If yes, please describe:

The City, along with the City of Walla Walla and Walla Walla County will hopefully be launching its first therapeutic court in 2024 - we're calling it "Community Court". The program will be the venue for all behavioral health issue related cases landing in WW District Court; Community Court will engage clients more regularly and more intensely than our regular court procedure. We anticipate adopting a policy and calendar for Community Court. Defense attorneys,

prosecutors, court probation, law enforcement, and service providers will all be present for Community Court, and a judge as needed. Hopefully this program will eventually encompass pre-filing/charging diversion. The City anticipates that if a Community Court participant is charged with another crime (or a charge is referred to a prosecutor), that Community Court can continue to serve the suspect as a participant with full defense attorney representation.

c) Does your jurisdiction have plans to create a statutory pre-filing diversion option under 2E2SSB 5536?

☒ Yes

☐ No

If yes, please describe:

See above [Initially, Community Court will be post-charging/filing. Eventually we want to be able to utilize Community Court for pre-charging/pre-filing diversion.]

2.2 Post-Charge, Pre-Trial Diversion: 2E2SSB 5536 created a post-charging, pre-trial statutory diversion framework for possession and public use offenses. See [RCW 69.50.4017](#). Under that framework, a defendant whose motion to divert is granted will be diverted to a recovery navigator program, an arrest and jail alternative program, or a law enforcement assisted diversion program in the area. RCW 69.50.4017(2). Under the statutory framework, the diversion program must provide a regular written status update on the defendant's progress at least monthly to the court, prosecuting attorney, defendant, and defense counsel. RCW 69.50.4017(4). Additionally, under the statute, if a prosecutor moves to terminate a defendant from the diversion, the defendant must be notified, a hearing must be set, and before the hearing the defendant and defendant's counsel must be advised of the nature of the alleged noncompliance, and provided discovery of evidence supporting the allegation, including names and contact information of the witness. RCW 69.50.4017(10).

a) Please describe how your jurisdiction intends to ensure availability of defense counsel under this statutory framework for continued representation of clients who are in a statutory diversion under RCW 69.50.4017. Please include information on how defense attorneys will receive notice of hearings and be assigned to represent clients at those hearings, as well as how attorneys will be available for consultations to clients during the diversion.

The City intends to continue to provide all defendants who are charged with simple possession with a defense attorney who will provide all constitutionally required representation and who will represent the defendant in all aspects of the deferral/diversion, including communicating with behavioral health providers and court probation.

- b) **Please describe any post-charging, pre-trial alternatives to prosecution that your jurisdiction currently uses for misdemeanor or gross misdemeanor charges.** Examples might be, but not limited to, stipulated continuances, deferrals, therapeutic courts, or a diversion program. In your description, please include 1) the type of alternative to prosecution, 2) how a defendant requests the alternative 3) who makes the decision to allow the defendant to participate in the alternative to prosecution, 4) how the defendant successfully completes the alternative, and 5) the role of defense counsel in these alternatives.

Most crimes in College Place are direct-file/charge by law enforcement (versus referral to prosecutor). There are two types of diversion programs in College Place. Type I: 1. "LEAD Program" (AJA/LEAD program (also included in the program is a RNP-type funded program)), simultaneous with charging (referral), and post-charge (referral); 2) An individual learns of the diversion through direct communication with law enforcement, through outreach from LEAD (if referral was made after law enforcement contact), through the prosecutor, through jail personnel (if arrested/booked), and/or through assigned defense counsel; 3) LEAD stakeholders (county prosecutor, City of Walla Walla prosecutor, College Place Prosecutor, Walla Walla Jail commander, law enforcement from City of Walla Walla and College place, and from the Walla Walla County Sheriff's Office, and service providers via bi-monthly meetings and/or email communications; 4) engagement with LEAD staff, avail oneself of one or more services, appear at court hearings when ordered (and not excused), and remain crime free (remaining drug free is not an initial requirement); 5) defense counsel serves as a path of communication with the accused for LEAD engagement and reporting to the court. Defense counsel can refer clients to the program. Defense attorneys advocate on behalf of the defendant should the defendant violate any condition of the LEAD deferral.

Type 2: 1) non-LEAD deferral which occurs post-charging and is a Stipulated Order of Continuance; 2) defendant learns of the option of an SOC from assigned defense counsel; 3) City prosecutor must agree to enter into the SOC; 4) defendant is expected to obtain a behavioral health (substance use/mental health) evaluation, comply with all recommended treatment, provide updates to the court of treatment, not be charged with another crime supported by probable cause, appear at all court hearings unless excused, and pay restitution if any (usually SOC fee is waived or reduced to a nominal amount); 5) Defense attorney can ask the City to consider an SOC, can relay the offer of an SOC to the defendant, including what is expected of them and what happens if they violation any condition of the SOC and defense counsel advocates on behalf of the defendant if there is a hearing to revoke the SOC.

- c) **Does your jurisdiction have any future plans to adjust post-charge, pre-trial options for alternatives to prosecution for misdemeanor or gross misdemeanor charges in your jurisdiction in light of 2E2SSB 5536?**

☒ Yes

☐ No

If yes, please describe:

See prior answer regarding Community Court

2.3 Please describe how representation on post-disposition matters, such as probation reviews and revocation hearings, currently takes place. Please address assignment of attorneys for hearings as well as representation during the probationary period.

Currently, either the City prosecutor and/or Court Probation officer motions the court for a show cause hearing to determine whether the defendant violated his conditions of an SOC or judgment and sentence; a hearing is set and held; the defendant, if indigent, is represented by appointed defense counsel.

2.4 Does your jurisdiction have any future plans to adjust the way it does post-disposition representation in light of 2E2SSB 5536?

☐ Yes

☒ No

If yes, please describe:

City will continue to provide defense counsel at all steps of any resolution of post-disposition representation.

Section III: Funding Request & Public Defense Expenditures/Budget

3.1 How much funding is the city/county requesting for use in 2024?

\$41,250

3.2 In 2022, the city/county paid indigent defense expenses as follows:

	City/County Funds	State OPD Chapter 10.101 RCW Grant Funds (if applicable)	Other Funds (if applicable)
Attorney salaries and benefits, contract and conflict attorney compensation	\$75,115	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$none requested in 2022	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$75,115	\$	\$

3.3 For 2023, the city/county *budgeted* indigent defense expenses as follows:

	City/County Funds	State OPD Chapter 10.101 RCW Grant Funds (if applicable)	Other Funds (if applicable)
Attorney salaries and benefits, contract and conflict attorney compensation	\$75,000	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$9,000	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$84,000	\$	\$

3.4 Through calendar year 2024, permissible uses of these funds will be limited to compensation for attorney and support staff time spent on qualifying offenses, and expert services related to such representation. Based on your response to Question 3.1, how much funding will the city/county require in each of these categories?

Attorney Compensation \$37,500

Support Staff Compensation \$

Investigation/Expert Services \$3,750

3.5 What is the average compensation rate for contract or assigned counsel? For counties, please provide the compensation rate for counsel in district court misdemeanors and gross misdemeanors. (Please use additional pages if needed.)

Contract Type	Amount	Base Rate	Additional Compensation (e.g. trial days)
Primary Defense	\$4377.61 (increases by 2.5% automatically each year)	☐ Per Hour ☐ Per Case ☒ Per Month, Average Monthly Caseload: <u>15</u> ☐ Other: _____	can be requested on a per case bases
Conflict Defense	\$350 (contracted)	☐ Per Hour ☒ Per Case ☐ Per Month, Average Monthly Caseload: _____	\$150/hour

	OR \$150/hour (judge appt from list)	☐ Other: _____	
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3.6 Pursuant to 2E2SSB 5536, these funds will be disbursed only on a reimbursement basis. This requires the city/county to first expend funds, then submit an invoice for reimbursement. More information regarding invoice forms, required documentation, and invoice deadlines will be available prior to execution of a funding agreement. Is the city/county able to track expenditures, and regularly invoice State OPD for reimbursement? ☒ Yes ☐ No

3.7 If attorney costs are ordered or assessed against indigent defendants, is there a standard recoupment amount or does it vary?*

☐ Standard Amount: \$ _____

☐ Amount Varies (typical range): \$ _____

☒ Recoupment of attorney costs is never ordered against indigent defendants.

**If attorney costs are assessed, the amount will be deducted from any reimbursement paid to the city/county under SPAR.*

3.8 Did the city/county complete an application in 2023 for Chapter 10.101 RCW State Grant funds?

☒ Yes* ☐ No

****If yes, you may skip to Section VIII.***

Section IV: Case Assignments

4.1 Does the city/county use a case-weighting policy as allowed for in Standard 3 of the Standards adopted by the WSBA and the Washington State Supreme Court ([CrRLJ 3.1](#))? If yes, please attach the case-weighting policy. ☐ Yes ☐ No

a. If yes, what is the city/county's method of counting probation violations and other post-sentencing hearings?

Section V: Court/City/County Information

5.1 Please describe the indigency screening procedure ([RCW 10.101.010 – 020](#)) for municipal/district court defendants and attach any related written policies and screening documents used:

5.2 Does the city contract with the county or another city to provide municipal court services?

☐ Yes ☐ No ☐ N/A

If yes, please describe the situation:

5.3 Does the city contract with another city or county public defender agency to provide the city's public defense?

☐ Yes ☐ No ☐ N/A

If yes, please describe:

Section VI: Washington State Bar Association Standards for Indigent Defense Services

[RCW 10.101.060](#) requires each city or county that receives state funds to document to the Washington State Office of Public Defense that it is meeting the [WSBA Standards for Indigent Defense Services](#), or that the funds are being used to make “appreciable, demonstrable improvements in the delivery of public defense services.” The following questions address many of the provisions set forth in statute and the WSBA Standards for Indigent Defense Services.

Standard One: Compensation

6.1 Do the city/county's public defense contracts (including sub-contracts and assigned counsel policies) require the attorneys to compensate conflict counsel, investigators or experts?

☐ Yes ☐ No

If yes, please explain the situation:

6.2 If public defense is provided by attorneys employed by a public defense agency, are job classifications, compensation and benefit levels comparable to local prosecuting attorneys?

☐ Yes ☐ No ☐ N/A

If no, please explain:

6.3 Are compensation amounts for contracted, sub-contracted, and assigned counsel attorneys sufficient to cover administrative costs such as travel, telephone, technology, office space, supplies, and training?

☐ Yes

☐ No

If no, please explain:

Standard Two: Duties and Responsibilities

6.4 Are defense attorneys present and representing defendants at:

- a. In-custody first appearance hearings where bail is addressed (as defined by [CrRLJ 3.2.1](#))?

☐ Yes

☐ No

If no, please describe when and how defendants have access to counsel:

- b. Out-of-custody first appearance hearings?

☐ Yes

☐ No

If no, please describe when and how defendants have access to counsel:

- c. Are public defense attorneys made available to consult with clients prior to first appearance or arraignment hearings?

☐ Yes

☐ No

Standard Three: Caseload Limits

6.5 Do the city/county's public defense contracts (and subcontracts, if applicable) specify the maximum number of cases each attorney shall be expected to handle?

☐ Yes

☐ No

If no, please explain:

6.6 Are the caseloads of the public defense attorneys (including private cases and public defense cases from other jurisdictions) within the limits set by the Washington Supreme Court ([CrRLJ 3.1](#))?

☐ Yes ☐ No ☐ Not Sure

If yes was not selected, please explain:

Standard Four: Responsibility for Expert Witnesses

6.7 Does the city/county pay for defense experts?

☐ Yes ☐ No

If no, please explain the situation:

Standards Six and Seven: Investigators and Support Services

6.8 Does the city/county pay for defense investigators?

☐ Yes ☐ No

If no, please explain the situation:

Standards Ten and Eleven: Supervision, Monitoring and Evaluation of Attorneys

6.9 Which individual/entity maintains the attorney certifications filed in your court?

How are the certification forms made available for public review?

6.10 Has someone from the city/county verified that all attorneys that provide public defense representation in your jurisdiction filed Certifications for the first and second quarters of 2023?

☐ Yes ☐ No

*Please provide copies of all Certifications filed for the 2nd Quarter of 2023 in your jurisdiction. Counties do not need to provide Certifications for attorneys practicing only in Superior Court. (It is not necessary to provide Certifications of staff attorneys employed at government or non-profit public defense agencies.)

Standard Thirteen: Limitations on Private Practice

- 6.11 Does the city/county require contract and subcontract public defense attorneys to report on public defense caseloads from other jurisdictions, and “hours billed for nonpublic defense legal services including number and types of private cases?” [RCW 10.101.050](#)**

☐ Yes ☐ No

If no, please explain the situation:

Standard Fifteen: Disposition of Client Complaints

- 6.12 Who does the city/county designate to receive and investigate complaints about public defense services?** Please provide the name and contact information for the person/office:

- 6.13 How are indigent clients notified of the complaint policy and procedure?** Please provide a copy of the city/county’s complaint procedure, complaint form, or any other relevant documentation.

Section VII: Attachments and Tables

- 7.1 If the city/county has public defense contracts, fill out the Table of Public Defense Contracts (*Table I*), and provide a copy of each *current contract* in alphabetical order by attorney name.** If possible, please provide scanned copies of contracts. Failure to provide current contracts could result in an incomplete application.
- 7.2 If the court appoints public defense attorneys from a list, provide the name of each attorney and the compensation paid per case or per hour in the Table of List-Appointed Public Defense Attorneys (*Table II*).**

7.3 Please include the following items with your application. Each required attachment must be labeled with the question number(s) to which it corresponds. If attachments are submitted as separate documents, please ensure the question number is referenced in the file name as well as inside on the document itself. Failure to include any of the required items could result in an incomplete application.

- ☐ Sample template or report for monthly or quarterly attorney activity, if applicable (*see question 1.4*)
- ☐ Case-weighting policy, if applicable (*see question 4.1*)
- ☒ Indigency screening form and related documents (*see question 5.1*)
- ☒ 2nd Quarter 2023 Certifications filed (*see question 6.10*)
- ☐ Complaint procedure, forms or other relevant documentation (*see question 6.13*)
- ☒ Currently effective public defense contracts (*see question 7.1*)
- ☒ Other relevant information (*applicant's discretion*)

Section VIII: Declaration

Declaration

I declare under penalty of perjury under the laws of the State of Washington that the foregoing information is true and correct.

DocuSigned by:  Signature		11/27/2023 Date
Rea L. Culwell Printed Name	City Attorney Title	City of College Place Place

Washington State Office of Public Defense				
Table I: Public Defense Contracts and Subcontracts Currently in Effect (2023)				
Name of attorney/firm (If firm, please identify (1) the total number of attorney FTEs handling public defense cases, and (2) the name of each attorney handling public defense cases)	WSBA #	Number of misdemeanor/gross misdemeanor cases anticipated for the attorney/firm in 2023	Method and rate of payment (per case/per hour, etc.)	Conflict cases only? Yes/No
Cortez Law Office; Rebecca Lemons (less than a FTE)	54034	145 (note, officers required to cite traffic crime under separate case number for WSP statistics, so some of these cases are handled as one case despite being counted as more than one)	52,531.25/annual \$4,378/month \$362.29/case	n/a
Ponti & Wernette, PS Bryan Ponti (less than a FTE) NOTE: City submitted quarterly verification from attorney Cober Plucker who is no longer working for Ponti & Wernette as of date of submission of this application; the number of cases total for Ponti & Wernette is 10	44155	10	\$350/case; \$150/hour for all hours from trial prep – post trial motions/show cause if applicable	Yes

Washington State Office of Public Defense
Table II: List-Appointed Public Defense Attorneys 2023

Name of attorney/firm (If firm, please identify (1) the total number of attorney FTEs handling public defense cases, and (2) the name of each attorney handling public defense cases)	WSBA #	Method and rate of payment (per case/per hour, etc.)	Number of cases assigned
The Fulton Firm, pllc; Patricia Fulton (less than a FTE)	29255	\$200/hour	5

Appendix A

SPAR Program FY24 Application Evaluation Guidelines

No award will be made to a city or county that exceeds the population threshold identified by the legislature in 2E2SSB 5536. State OPD's goal in awarding funding is to promote consistent, quality defense representation in courts of limited jurisdiction, and to maximize the number of jurisdictions that receive an award. In the event that funding requests exceed State OPD's available funding, State OPD may consider the applicant's poverty level compared to that of other applications; the applicant's current model of public defense; and whether an applicant has previously received grant funds from State OPD, and if so, whether the applicant substantially complied with the terms of previous grant agreements.

OTHER RELEVANT INFORMATION

The City does not have a copy of the form “Certification of Appointed Counsel of Compliance with Standards Required”, however have included copies for the 2nd quarter of 2023 executed by the conflict attorneys utilized by the City. PLEASE NOTE: the Court indicated that it provided a copy of all of the City’s indigent defense attorneys’ certifications, but it did not and as of the time of submission of this application, the City did not have certifications for Rebecca Lemons of Cortez Law Office, the City’s contract defense attorney. (see attached copy of email from Walla Walla District Court.

The City, if awarded a grant, will seek proposals from attorneys/firms to expend the funds on indigent defense specifically associated with the soon to be established Community Court.

A. FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE
Simple Possession Advocacy and Representation (SPAR) Program Funding Agreement

1. Recipient City of College Place 625 S College Ave College Place, WA 99324	2. Recipient Representative Rea Culwell City Attorney City of College Place 625 S College Ave College Place, WA 99324
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Grace O'Connor Supervising Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. Agreement Amount \$41,250.00	6. Agreement Period January 1, 2024 through June 30, 2024
7. Purpose The purpose of this Agreement is to provide reimbursement to counties for the cost of providing defense counsel Consultation and Representation for defendants facing charges or charged with simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with Second Engrossed Second Substitute Senate Bill 5536, Chapter 1, sec. 35, sec. 39, <i>Laws of 2023</i> .	
8. Acknowledgement, Incorporation by Reference, and Execution The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and execute this Agreement as of the date the last signatory signed. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, General Terms and Conditions.	
FOR RECIPIENT <u>Rea Culwell</u> Rea Culwell (Jan 22, 2024 10:49 PST) Rea Culwell City Attorney Name, Title Jan 22, 2024 Date	FOR OPD <u>Grace O'Connor</u> Grace O'Connor (Jan 22, 2024 10:57 PST) Grace O'Connor, Supervising Attorney Jan 22, 2024 Date

B. SPECIAL TERMS AND CONDITIONS

1. AGREEMENT MANAGEMENT

- a) The Representative for each of the parties will be responsible for and will be the contact person for all communications regarding the performance of this Agreement.
- b) The Representative for OPD and their contact information are identified on the Face Sheet of this Agreement.
- c) The Representative for Recipient and their contact information are identified on the Face Sheet of this Agreement.

2. REIMBURSEMENT

- a) Subject to Exhibit B, Section 4, OPD shall reimburse for authorized expenses as identified in Exhibit B, Section 7, Authorized Reimbursable Expenses.

3. ALLOCATED MAXIMUM REIMBURSEMENT AMOUNT

- a) The maximum amount Recipient may be reimbursed for authorized expenses shall not exceed \$41,250.00.
- b) Subject to the availability of funds, and upon mutual agreement, Recipient and OPD may amend this Agreement in writing to increase the allocated maximum reimbursement amount.

4. TERMS OF REIMBURSEMENT

- a) OPD will reimburse Recipient upon acceptance of expenses and receipt of properly completed invoices. Recipient shall submit invoices to the Representative for OPD monthly, and subject to the invoicing schedule included in Section 4.h. of this agreement.
- b) An invoice form will be provided to Recipient by OPD. Recipient shall provide sufficient documentation accompanying the invoice to prove, to OPD's satisfaction, the costs incurred by Recipient and to allow OPD to determine that the costs were for Authorized Reimbursable Expenses. Sufficient documentation will include a description of the work performed, including case numbers, during the time period. Sufficient documentation demonstrating costs incurred by Recipient may include, but is not limited to, salary pay stubs or invoices for contracted services. OPD reserves the right to amend the invoice form at any time.
- c) Payment will be considered timely if made by OPD within 30 calendar days after receipt of properly completed invoices. OPD shall send payment to the address designated by Recipient and associated with Recipient's Statewide Vendor Number SWV0028965-00.
- d) OPD may, in its sole discretion, terminate this Agreement or withhold payments claimed by Recipient for services rendered if Recipient fails to satisfactorily comply with any term or condition of this Agreement.
- e) OPD shall not make any payments in advance or in anticipation of services or supplies to be provided under this Agreement.
- f) Recipient agrees to report whether it will be unable to spend any allocated maximum reimbursement amount during the Agreement Period, or if Recipient anticipates a need to

increase the allocated maximum reimbursement amount. Any request to increase the allocated maximum amount will be subject to Section 3(b) of this Exhibit. OPD reserves the right to reallocate funds to other jurisdictions that Recipient reports as unable to be spent.

- g) Reimbursable expenses must be incurred between August 15, 2023 and June 30, 2024. Recipient shall bear the cost of and ensure continued Consultation and Representation for all individuals who are being represented by Recipient's attorneys on Qualifying Cases when the agreement period ends.
- h) OPD's fiscal year runs from July 1 to June 30 of each year, and OPD is unable to pay expenses from a previous fiscal year with the following fiscal year's budget. Accordingly, Recipient must submit invoices for costs incurred between August 15, 2023 and June 30, 2024, by August 1, 2024.

5. **DUPLICATION OF BILLED COSTS**

Recipient shall not bill OPD for services performed under this Agreement, and OPD shall not pay Recipient, if Recipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

6. **DISALLOWED COSTS**

Recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors or subcontractors.

7. **AUTHORIZED REIMBURSABLE EXPENSES**

- a. Recipient is authorized to seek reimbursement for the following costs, subject to the provisions in Exhibit B, Section 2 and Section 4:
 - 1. Compensation for attorney Representation on Qualifying Cases;
 - 2. Compensation for attorney Consultation on Qualifying Cases;
 - 3. Support staff time devoted to assisting and supporting attorney Representation and Consultation on Qualifying Cases;
 - 4. Investigation costs associated with Qualifying Cases;
 - 5. Expert services where the scope of the expert's expertise is related to a Qualifying Charge.
 - 6. Compensation for attorney Representation on an appeal undertaken according to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ) pertaining to an issue arising from a Qualifying Charge.

8. **OVERSIGHT**

- a) Over the duration of the agreement term, OPD may conduct site visits for purposes of ensuring the use of funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and county representatives.

9. **DEFINITIONS**

- a. "Alternatives to Prosecution" means an opportunity to depart from the traditional criminal case process of charge to plea of guilty, or conviction or acquittal at trial. Examples include, but are not limited to, stipulated continuances, deferrals, Therapeutic courts, Specialty courts, or Pre-file or Pre-trial diversion programs.

- b. "Consultation" means advising indigent individuals on Pre-File or Pre-Trial Diversion options where the individual is facing a Qualifying Charge. Consultation also means advising indigent individuals, who face or faced Qualifying Charges, during the pendency of pre-trial Diversion.
- c. "Diversion" means an opportunity for an individual facing Qualifying Charges to depart from the criminal legal system, with the understanding that the individual will not be arrested, or that a charge the individual may be facing will either be dismissed or reduced.
- d. "Pre-File Diversion" means an opportunity for an individual facing Qualifying Charges to depart from the criminal legal system, initiated by either law enforcement or the prosecutor, that takes place before charges are filed against the individual. A Pre-File Diversion may be, but need not be, organized under RCW 69.50.4011(3)(c), 69.50.4013(2)(c), 69.50.4014(2), or 69.41.030(2)(e).
- e. "Pre-Trial Diversion" means an opportunity for a defendant charged with Qualifying Charges to depart from the criminal legal system after charges are filed against a defendant but before a plea is entered, or before proceeding to trial. A Pre-Trial Diversion may be, but need not be, organized under RCW 69.50.4017.
- f. "Qualifying Charge" means pending charges of or charges of violations of RCW 69.50.4011(1)(b) or (c); 69.50.4013; 69.50.4014; 69.41.030(2), (b), or (c); or pending charges of or charges of offenses under local ordinances involving allegations of possession or public use of a controlled substance; counterfeit substance; or legend drug.
- g. "Qualifying Case" means a proceeding filed against an indigent defendant in a court of limited jurisdiction in which at least one of the charges filed, either originally or as amended, is a Qualifying Charge, even if later dismissed.
- h. "Representation" means appointment to represent indigent defendants in courts of limited jurisdiction on Qualifying Cases, including in therapeutic or specialty courts. Representation also means appointment on motions to terminate defendants from Pre-File Diversion programs, Specialty or Therapeutic courts, or other programs that offer Alternatives to Prosecution.
- i. "Specialty or Therapeutic Court" means a court utilizing a program or programs structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to reduce address substance use disorder or mental health conditions in defendants through continuous and judicially supervised treatment and the appropriate use of services, sanctions, and incentives.

10. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and court rules
- b. Exhibit B, Special Terms and Conditions
- c. Exhibit C, General Terms and Conditions

C. GENERAL TERMS AND CONDITIONS

1. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

2. AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.

Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by Recipient without prior written consent of OPD.

5. ATTORNEY'S FEES

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.

6. CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Parties shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless the state of Washington and OPD, to include OPD's officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement. Except that, Recipient shall not be responsible in any way for claims or damages for injuries to persons or property or death arising out of or incidental to OPD's negligence or intentional acts or inactions to the fullest extent permitted by law.

10. LAWS

OPD and Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, OPD and Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of Recipient's or OPD's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part by the non-offending Party.

12. RECAPTURE

In the event that Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to

compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. **RECORDS MAINTENANCE**

Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. **RIGHT OF INSPECTION**

At no additional cost all records relating to Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. Recipient shall provide access to its facilities for this purpose.

15. **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

16. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.

City of College Place SPAR Agreement GRT24053

Final Audit Report

2024-01-22

Created:	2024-01-18
By:	Nicole Dodge (nicole.dodge@opd.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoW62GCD46tD9vkomtGkxXxerCa7dE0g5

"City of College Place SPAR Agreement GRT24053" History

-  Document created by Nicole Dodge (nicole.dodge@opd.wa.gov)
2024-01-18 - 0:29:39 AM GMT- IP address: 198.238.203.27
-  Document emailed to rculwell@cpwa.us for signature
2024-01-18 - 0:30:32 AM GMT
-  Email viewed by rculwell@cpwa.us
2024-01-18 - 0:57:19 AM GMT- IP address: 74.85.64.82
-  Signer rculwell@cpwa.us entered name at signing as Rea Culwell
2024-01-22 - 6:49:04 PM GMT- IP address: 74.85.64.82
-  Document e-signed by Rea Culwell (rculwell@cpwa.us)
Signature Date: 2024-01-22 - 6:49:06 PM GMT - Time Source: server- IP address: 74.85.64.82
-  Document emailed to grace.oconnor@opd.wa.gov for signature
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-  Email viewed by grace.oconnor@opd.wa.gov
2024-01-22 - 6:54:51 PM GMT- IP address: 146.75.136.1
-  Signer grace.oconnor@opd.wa.gov entered name at signing as Grace O'Connor
2024-01-22 - 6:57:34 PM GMT- IP address: 73.225.41.114
-  Document e-signed by Grace O'Connor (grace.oconnor@opd.wa.gov)
Signature Date: 2024-01-22 - 6:57:36 PM GMT - Time Source: server- IP address: 73.225.41.114
-  Agreement completed.
2024-01-22 - 6:57:36 PM GMT

RACHEL CORTEZ
REBECCA J. LEMONS
ATTORNEYS AT LAW

LAW OFFICE OF RACHEL CORTEZ
6 E. ALDER ST., STE. 307
WALLA WALLA, WASHINGTON 99362

(509) 876-4186 - TEL.
(509) 876-4161 - FAX

March 8, 2024

PROPOSAL

I have read and agree to all of the terms and conditions listed in the Request for Proposals. If awarded the contract, my company agrees to execute the agreement.

About My Office

My office is located in Walla Walla, Washington. I maintain an office space in Dayton, Washington for meeting with clients who have Columbia County Cases or who might live out of town. Our office space is fully furnished and provides meeting and workspace for my Walla Walla County cases. I became the sole owner of my practice in March 2015 and have focused solely on providing public defense services. My office has a reception area and separate offices for each attorney.

Firm's Experiences

Currently, my office holds contracts with: Columbia County for ½ of all appointments in District and Superior Court; Walla Walla County for ½ of all appointments in District Court; the City of College Place for all Municipal Court appointments; ¼ of all City of Walla Walla, 50 felony cases for Walla Walla Superior Court, ½ of the Juvenile case for Superior Court. My associate may occasionally accept a private case but our firm is mainly focused on providing public defense.

My office is fully equipped with all necessary office technology. I have access to LexisNexis for legal research and to Judicial Information System (JIS) for access to court records and criminal history. My office has Clio to help maintain attorneys hours and to track our cases. I am the president elect of the Washington Defenders Association and a board member for the WSBA Counsel on Public Defense. In the event hiring an investigator or a translator for a different language becomes necessary, I have personal connections that I regularly use or I can find such a person using the Washington Defenders Association.

Assigned Person

If awarded the contract, either my associate Rebecca Lemons or I will oversee the contract. It's very possible we may split the work among the two of us. I have enclosed our resumes for review.

Experience of Assigned Individual

I have been working as a public defender for ten years and am fully qualified under CrRLJ 3.1 to handle misdemeanor and gross misdemeanor cases. I started working public defense as a Rule 9 intern in May of 2012 for Kirshenbaum and Goss, Inc. P.S. As a Rule 9, I worked misdemeanor cases for the City of Tukwila and for the City of Burien. As an intern, I worked around 100 misdemeanor cases. I also wrote and argued motions under the supervision of licensed attorneys. I was admitted to the Washington State bar in November on 2013.

In January of 2014, I took an associate attorney position with the Law Office of C. Dale Slack. As an associate attorney, I focused primarily on the public defense representation for Columbia County District Court and for the City of College Place. In February of 2015, I began working public defense in Walla Walla County. In March of 2015, I took over the practice when Dale Slack joined the Columbia County Prosecuting Attorney's Office. I kept the contracts for Walla Walla County, the City of College Place, and Columbia County District Court. In addition, I received half of the Columbia County Superior court contract.

During my time as a public defender, I have developed many skills which help me better perform my duties. I have argued motions, written briefs, and have taken six cases to trial, three of which were felony cases. However, I think the most important skill I have developed is the ability to communicate successfully with my clients. I have worked over 1,000 public defense misdemeanor cases, ranging from assault to driving under the influence. I have also worked around 100 superior court cases and 15 juvenile cases. I am qualified to do Class A felonies.

Rebecca Lemons has been working with my office since 2018. She started as my paralegal and then became my associate attorney after she passed the Bar. In that time, she has worked contracts in Benton/Franklin County, Walla Walla, Columbia County, and the City of College Place. She is currently handling the full caseload for all City of College Place, $\frac{1}{4}$ for City of Walla Walla, $\frac{1}{2}$ Walla Walla Juvenile Cases and $\frac{1}{2}$ of Columbia County Superior Court Felonies. She is qualified to handle misdemeanor and gross misdemeanor cases and is one case away from being class A felony qualified.

We are fully committed to providing exceptional service to my appointed clients. We have a good working relationship with the staff at the Walla Walla District Court. We also have good working relationships with all of the prosecuting attorneys we regularly see and have developed a respectable reputation among our clients and other attorneys. As far as I am aware, we have not had a complaint lodged with the jurisdictions with which I contract. I have received a Bar complaint, but the Bar Association found it to be entirely meritless.

Understanding of Public Defense Services

After reviewing my caseload and the Administrative Office for the Courts caseloads, I believe that my office could take both grant period 1 and grant period 2.

Service

My officer would like to be considered for the SPAR Program Grant for the City of College Place. As public defenders, we have regularly come in contact with clients who have substance abuse disorders and can give competent representation to each client we are assigned and help them to navigate their legal proceedings. The scope of the work that we would provide would be consistent with those expectations listed in the RFQ. As each client would have their own specific needs and challenges it's impossible to determine what services would be necessary or cost associated with it. Also considering this is a new program, it's still to be determined what cost may be associated with the representation. However, as I already have a complete and functional office, we would not have any expenses related to getting technology or setting up a system. We would likely utilize the authorized reimbursable expenses for compensation for attorney representation and consultation as well as support staff time. However, it is to be determined whether or not it would be necessary to utilize investigation costs, expert services or appeals.

We are familiar with various treatment programs and services available to clients. We are constantly trying to get clients involved in the LEADs program, or into treatment courts

whenever we can. We understand that jail is not the way to solve an addiction or mental health issues. Incarceration tends to just make everything worse which is why we strive to find alternatives for our clients.

Compensation

It would be ideal if the contract could be based on a standard fee and parsed out monthly. However, our office is able to bill monthly for cases at a per-hour rate. My office is willing to do whatever is easiest and most convenient to the City.

Ability to Provide Public Defense Services

As an attorney, I have only worked as a public defender. Being a public defender is what I have wanted to do since I was in the 7th grade. My staff is very organized and efficient. My office can effectively represent each and every client assigned to us and can give each client the full time and attention they deserve. Over the last ten years, I have worked hard to build an office that could support doing public defense work. I have brought in an associate who shares the same passion for public defense as I do. My staff and I are all highly motivated to help those who might not have the resources to help themselves. I will continue to fight for those who need me the most.

References

Please feel free to contact these three individuals for references regarding my ability to capably provide public criminal defense services.

- Julie Karl
Karl Law Office
145 Main Street
Waitsburg, WA 99361
(509) 382-3137
- Julie Carlson Straube
Julie Carlson Straube Law Office
6 E. Alder St., Ste 307
Walla Walla, WA 99362
(509) 525-2889

Conclusion

My office would be pleased to accept a contract under the terms outlined in City of College Place RFP. Our proven track record of effective public defense will ensure that defendants are adequately represented at a fair price to the City. We meet and exceed all state standards and take my work very seriously.

Contact Person

For any further questions please contact
Rachel Cortez
Law Office of Rachel Cortez
6 E. Alder St., Ste. 307,
Walla Walla, WA 99362
(509) 876-4186

Attachment A

**City of College Place Request for Proposals
For SPAR Public Criminal Defense Services**

Proposal Response Certification

3-8-2024
DATE

The undersigned, as Proposer, declares to have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein.

Rachel Cortez
Name of Proposer

97-4839312
Tax ID Number

[Signature]
Signature of Proposer

owner/attorney
Title

Law Office of Rachel Cortez
Name of Firm

6 E. Alder St. Ste. 307
Street Address

Walla Walla, WA 99362
City, State, Zip

509-876-4186 (Tel) 509-876-4161 (Fax)
Telephone/Fax Number

RCortez@CortezLawOffice.com
Email Address

Rachel Cortez

rcortez@cortezlawoffice.com

6 E. Alder St., Ste. 307
Walla Walla, WA 99362

Tel: (509) 876.4186
Fax: (509) 876.4161

Education

Thomas M. Cooley Law School, Lansing, Michigan
Juris Doctor, September 2012

- Deans List
- First year Moot Court Competition, participant
- LexisNexis Certified

Central Washington University, Ellensburg, Washington
Bachelor of Arts in Criminal Justice with Specialization in Legal Studies, June 2008

- Deans List, Honor Roll
- Alpha Phi Sigma Honor Society
- Omicron Delta Kappa Honor Society

Experience

Law Office of Rachel Cortez
Attorney

Mar. 2015- Present

- Work with indigent clients who are charged with misdemeanor, felony, or juvenile offenses
- Resolve client cases on the record in open court
- Provide public defense services for the City of College Place, Walla Walla County District and Superior, Columbia County District and Superior courts
- Provide public defense for the City of Walla Walla for conflict cases
- Graduated OPD Criminal Defense Training Academy

The Law Office of C. Dale Slack
Associate Attorney

Jan. 2014-Mar. 2015

- Worked with clients charged with criminal offenses and advised them of their legal rights
- Resolved client's cases on the record in open court
- Resolved a criminal case by jury trial
- Researched legal issues and wrote legal motions

Kirshenbaum & Goss, Inc., P.S., Kent, Washington
Rule 9 Legal Intern

May 2012-Sept. 2013

- Worked with clients charged with misdemeanors and advised them of their legal rights
- Researched and wrote briefs
- Resolved client's cases on the record

Professional Organization Memberships

- | | |
|--|-----------------------|
| • Washington Bar Association Council on Public Defense Board Member | March 2018-Present |
| • Washington Association of Criminal Defense Lawyers Board Member | April 2018-March 2020 |
| • Washington Defender Association Individual Representative for Division III | May 2017-Present |
| ○ Washington Defender Association Secretary | July 2019-June 2020 |
| ○ Washington Defender Association Vice President East | June 2020-June 2022 |
| ○ Washington Defender Association President Elect | June 2022-Present |

Rebecca Jean Lemons

6 E Alder St. Ste 307 Walla Walla, WA 99362
Phone: 509-876-4186 E-Mail: rlemons@cortezlawoffice.com

Education

Gonzaga University School of Law
Juris Doctor, May 2017

Spokane, WA

Central Washington University
Bachelor of Arts, Psychology, December 2014

Ellensburg, WA

Walla Walla Community College
Associate of Arts, June 2011

Walla Walla, WA

Experience

Law Office of Rachel Cortez

Associate Attorney, October 2018- Present

- Represent indigent clients charged with misdemeanor or felony offenses
- Appear on district court dockets in Columbia County, Walla Walla County, City of College Place, and Walla Walla County Juvenile Docket and Columbia County Superior Court
- Legal research and writing
- Graduated OPD Criminal Defense Training Academy

Law Office of Rachel Cortez

Legal Assistant, June 2018-October 2018

Dayton, WA

- Wrote plea agreements for defendants and other motions
- Reviewed discovery concerning each case
- Interviewed clients

Benton County Prosecuting Attorney

Legal Intern, September 2017-November 2017

Kennewick, WA

- Researched legal issues
- Wrote appeals under the supervision of the attorneys
- Prioritized appeal deadlines

TeamChild

Rule 9 Extern, August 2016-December 2016

Spokane, WA

- Represented minor clients in emancipation proceedings in Superior Court.
- Interviewed and counseled clients on their options and made referrals to other social services that could assist them.
- Researched and drafted petitions
- Represented clients in truancy boards.
- Volunteered with the Juvenile Record Sealing Clinic

Moderate Means Program

Volunteer, January 2016-May 2017

Spokane, WA

- Interviewed clients to determine the facts of their case as well as their financial eligibility and whether their legal case falls within the scope of the program.

Sale, delivery, possession, or use of legend drug without prescription or order prohibited—Exceptions—Penalty—Referral to assessment and services.

*** CHANGE IN 2024 *** (SEE 6178.SL) ***

(1) It shall be unlawful for any person to sell or deliver any legend drug, or knowingly possess any legend drug, or knowingly use any legend drug in a public place, except upon the order or prescription of a physician under chapter 18.71 RCW, an osteopathic physician and surgeon under chapter 18.57 RCW, an optometrist licensed under chapter 18.53 RCW who is certified by the optometry board under RCW 18.53.010, a dentist under chapter 18.32 RCW, a podiatric physician and surgeon under chapter 18.22 RCW, a veterinarian under chapter 18.92 RCW, a commissioned medical or dental officer in the United States armed forces or public health service in the discharge of his or her official duties, a duly licensed physician or dentist employed by the veterans administration in the discharge of his or her official duties, a registered nurse or advanced registered nurse practitioner under chapter 18.79 RCW when authorized by the *nursing care quality assurance commission, a pharmacist licensed under chapter 18.64 RCW to the extent permitted by drug therapy guidelines or protocols established under RCW 18.64.011 and authorized by the commission and approved by a practitioner authorized to prescribe drugs, a physician assistant under chapter 18.71A RCW when authorized by the Washington medical commission, or any of the following professionals in any province of Canada that shares a common border with the state of Washington or in any state of the United States: A physician licensed to practice medicine and surgery or a physician licensed to practice osteopathic medicine and surgery, a dentist licensed to practice dentistry, a podiatric physician and surgeon licensed to practice podiatric medicine and surgery, a licensed advanced registered nurse practitioner, a licensed physician assistant, or a veterinarian licensed to practice veterinary medicine: PROVIDED, HOWEVER, That the above provisions shall not apply to sale, delivery, or possession by drug wholesalers or drug manufacturers, or their agents or employees, or to any practitioner acting within the scope of his or her license, or to a common or contract carrier or warehouse operator, or any employee thereof, whose possession of any legend drug is in the usual course of business or employment: PROVIDED FURTHER, That nothing in this chapter or chapter 18.64 RCW shall prevent a family planning clinic that is under contract with the health care authority from selling, delivering, possessing, and dispensing commercially prepackaged oral contraceptives prescribed by authorized, licensed health care practitioners: PROVIDED FURTHER, That nothing in this chapter prohibits possession or delivery of legend drugs by an authorized collector or other person participating in the operation of a drug take-back program authorized in chapter 69.48 RCW.

(2)(a) A violation of this section involving the sale, delivery, or possession with intent to sell or deliver is a class B felony punishable according to chapter 9A.20 RCW.

(b) A violation of this section involving knowing possession is a misdemeanor. The prosecutor is encouraged to divert such cases for assessment, treatment, or other services.

(c) A violation of this section involving knowing use in a public place is a misdemeanor. The prosecutor is encouraged to divert such cases for assessment, treatment, or other services.

(d) No person may be charged with both knowing possession and knowing use in a public place under this section relating to the same course of conduct.

(e) In lieu of jail booking and referral to the prosecutor for a violation of this section involving knowing possession, or knowing use in a public place, law enforcement is encouraged to offer a referral to assessment and services available under RCW 10.31.110 or other program or entity responsible for receiving referrals in lieu of legal system involvement, which may include, but are not limited to, arrest and jail alternative programs established under RCW 36.28A.450, law enforcement assisted diversion programs established under RCW 71.24.589, and the recovery navigator program established under RCW 71.24.115.

(3) For the purposes of this section, "public place" has the same meaning as defined in RCW **66.04.010**, but the exclusions in RCW **66.04.011** do not apply.

(4) For the purposes of this section, "use any legend drug" means to introduce the drug into the human body by injection, inhalation, ingestion, or any other means.

[**2023 sp.s. c 1 § 4**; (2021 c 311 § 12 expired July 1, 2023); (2021 c 311 § 11 expired July 1, 2022); **2020 c 80 § 41**; **2019 c 55 § 9**; **2018 c 196 § 22**; **2016 c 148 § 11**. Prior: **2013 c 71 § 1**; **2013 c 12 § 1**; prior: **2011 1st sp.s. c 15 § 79**; **2011 c 336 § 837**; **2010 c 83 § 1**; prior: **2003 c 142 § 3**; **2003 c 53 § 323**; **1996 c 178 § 17**; **1994 sp.s. c 9 § 737**; **1991 c 30 § 1**; **1990 c 219 § 2**; **1987 c 144 § 1**; **1981 c 120 § 1**; **1979 ex.s. c 139 § 2**; **1977 c 69 § 1**; **1973 1st ex.s. c 186 § 3**.]

NOTES:

***Reviser's note:** The reference to "nursing care quality assurance commission" was changed to "board of nursing" by 2023 c 123.

Effective date—2023 sp.s. c 1 §§ 1-5, 7-11, and 41: See note following RCW **69.50.4011**.

Effective date—2021 c 311 § 12: "Section 12 of this act takes effect July 1, 2022." [**2021 c 311 § 28**.]

Expiration date—2021 c 311 §§ 8-10 and 12: See note following RCW **69.50.4011**.

Expiration date—2021 c 311 § 11: "Section 11 of this act expires July 1, 2022." [**2021 c 311 § 27**.]

Effective date—2021 c 311 §§ 1-11 and 13-21: See note following RCW **71.24.115**.

Effective date—2020 c 80 §§ 12-59: See note following RCW **7.68.030**.

Intent—2020 c 80: See note following RCW **18.71A.010**.

Effective date—Findings—Intent—Report—Agency transfer—References to head of health care authority—Draft legislation—2011 1st sp.s. c 15: See notes following RCW **74.09.010**.

Severability—2003 c 142: See note following RCW **18.53.010**.

Intent—Effective date—2003 c 53: See notes following RCW **2.48.180**.

Effective date—1996 c 178: See note following RCW **18.35.110**.

Severability—Headings and captions not law—Effective date—1994 sp.s. c 9: See RCW **18.79.900** through **18.79.902**.

Finding—1990 c 219: "The legislature finds that Washington citizens in the border areas of this state are prohibited from having prescriptions from out-of-state dentists and veterinarians filled at their in-state pharmacies, and that it is in the public interest to remove this barrier for the state's citizens." [**1990 c 219 § 1**.]

Possession of forty grams or less of cannabis—Penalty—Referral to assessment and services.

(1) Except as provided in RCW 69.50.401(2)(c) or as otherwise authorized by this chapter, any person found guilty of knowing possession of 40 grams or less of cannabis is guilty of a misdemeanor. The prosecutor is encouraged to divert cases under this section for assessment, treatment, or other services.

(2) In lieu of jail booking and referral to the prosecutor, law enforcement is encouraged to offer a referral to assessment and services available under RCW 10.31.110 or other program or entity responsible for receiving referrals in lieu of legal system involvement, which may include, but are not limited to, arrest and jail alternative programs established under RCW 36.28A.450, law enforcement assisted diversion programs established under RCW 71.24.589, and the recovery navigator program established under RCW 71.24.115.

[2023 sp.s. c 1 § 3; 2022 c 16 § 88; (2022 c 16 § 87 expired July 1, 2023); (2021 c 311 § 10 expired July 1, 2023); 2015 2nd sp.s. c 4 § 505; 2003 c 53 § 335.]

NOTES:

Effective date—2023 sp.s. c 1 §§ 1-5, 7-11, and 41: See note following RCW 69.50.4011.

Effective date—2022 c 16 §§ 5, 9, 86, and 88: See note following RCW 69.50.4013.

Expiration date—2022 c 16 §§ 4, 8, 85, and 87: See note following RCW 69.50.4013.

Intent—Finding—2022 c 16: See note following RCW 69.50.101.

Effective date—2021 c 311 §§ 1-11 and 13-21: See note following RCW 71.24.115.

Expiration date—2021 c 311 §§ 8-10 and 12: See note following RCW 69.50.4011.

Findings—Intent—Effective dates—2015 2nd sp.s. c 4: See notes following RCW 69.50.334.

Intent—Effective date—2003 c 53: See notes following RCW 2.48.180.

Sale, delivery, possession, or use of legend drug without prescription or order prohibited—Exceptions—Penalty—Referral to assessment and services.

*** CHANGE IN 2024 *** (SEE 6178.SL) ***

(1) It shall be unlawful for any person to sell or deliver any legend drug, or knowingly possess any legend drug, or knowingly use any legend drug in a public place, except upon the order or prescription of a physician under chapter 18.71 RCW, an osteopathic physician and surgeon under chapter 18.57 RCW, an optometrist licensed under chapter 18.53 RCW who is certified by the optometry board under RCW 18.53.010, a dentist under chapter 18.32 RCW, a podiatric physician and surgeon under chapter 18.22 RCW, a veterinarian under chapter 18.92 RCW, a commissioned medical or dental officer in the United States armed forces or public health service in the discharge of his or her official duties, a duly licensed physician or dentist employed by the veterans administration in the discharge of his or her official duties, a registered nurse or advanced registered nurse practitioner under chapter 18.79 RCW when authorized by the *nursing care quality assurance commission, a pharmacist licensed under chapter 18.64 RCW to the extent permitted by drug therapy guidelines or protocols established under RCW 18.64.011 and authorized by the commission and approved by a practitioner authorized to prescribe drugs, a physician assistant under chapter 18.71A RCW when authorized by the Washington medical commission, or any of the following professionals in any province of Canada that shares a common border with the state of Washington or in any state of the United States: A physician licensed to practice medicine and surgery or a physician licensed to practice osteopathic medicine and surgery, a dentist licensed to practice dentistry, a podiatric physician and surgeon licensed to practice podiatric medicine and surgery, a licensed advanced registered nurse practitioner, a licensed physician assistant, or a veterinarian licensed to practice veterinary medicine: PROVIDED, HOWEVER, That the above provisions shall not apply to sale, delivery, or possession by drug wholesalers or drug manufacturers, or their agents or employees, or to any practitioner acting within the scope of his or her license, or to a common or contract carrier or warehouse operator, or any employee thereof, whose possession of any legend drug is in the usual course of business or employment: PROVIDED FURTHER, That nothing in this chapter or chapter 18.64 RCW shall prevent a family planning clinic that is under contract with the health care authority from selling, delivering, possessing, and dispensing commercially prepackaged oral contraceptives prescribed by authorized, licensed health care practitioners: PROVIDED FURTHER, That nothing in this chapter prohibits possession or delivery of legend drugs by an authorized collector or other person participating in the operation of a drug take-back program authorized in chapter 69.48 RCW.

(2)(a) A violation of this section involving the sale, delivery, or possession with intent to sell or deliver is a class B felony punishable according to chapter 9A.20 RCW.

(b) A violation of this section involving knowing possession is a misdemeanor. The prosecutor is encouraged to divert such cases for assessment, treatment, or other services.

(c) A violation of this section involving knowing use in a public place is a misdemeanor. The prosecutor is encouraged to divert such cases for assessment, treatment, or other services.

(d) No person may be charged with both knowing possession and knowing use in a public place under this section relating to the same course of conduct.

(e) In lieu of jail booking and referral to the prosecutor for a violation of this section involving knowing possession, or knowing use in a public place, law enforcement is encouraged to offer a referral to assessment and services available under RCW 10.31.110 or other program or entity responsible for receiving referrals in lieu of legal system involvement, which may include, but are not limited to, arrest and jail alternative programs established under RCW 36.28A.450, law enforcement assisted diversion programs established under RCW 71.24.589, and the recovery navigator program established under RCW 71.24.115.

(3) For the purposes of this section, "public place" has the same meaning as defined in RCW **66.04.010**, but the exclusions in RCW **66.04.011** do not apply.

(4) For the purposes of this section, "use any legend drug" means to introduce the drug into the human body by injection, inhalation, ingestion, or any other means.

[**2023 sp.s. c 1 § 4**; (2021 c 311 § 12 expired July 1, 2023); (2021 c 311 § 11 expired July 1, 2022); **2020 c 80 § 41**; **2019 c 55 § 9**; **2018 c 196 § 22**; **2016 c 148 § 11**. Prior: **2013 c 71 § 1**; **2013 c 12 § 1**; prior: **2011 1st sp.s. c 15 § 79**; **2011 c 336 § 837**; **2010 c 83 § 1**; prior: **2003 c 142 § 3**; **2003 c 53 § 323**; **1996 c 178 § 17**; **1994 sp.s. c 9 § 737**; **1991 c 30 § 1**; **1990 c 219 § 2**; **1987 c 144 § 1**; **1981 c 120 § 1**; **1979 ex.s. c 139 § 2**; **1977 c 69 § 1**; **1973 1st ex.s. c 186 § 3**.]

NOTES:

***Reviser's note:** The reference to "nursing care quality assurance commission" was changed to "board of nursing" by 2023 c 123.

Effective date—2023 sp.s. c 1 §§ 1-5, 7-11, and 41: See note following RCW **69.50.4011**.

Effective date—2021 c 311 § 12: "Section 12 of this act takes effect July 1, 2022." [**2021 c 311 § 28**.]

Expiration date—2021 c 311 §§ 8-10 and 12: See note following RCW **69.50.4011**.

Expiration date—2021 c 311 § 11: "Section 11 of this act expires July 1, 2022." [**2021 c 311 § 27**.]

Effective date—2021 c 311 §§ 1-11 and 13-21: See note following RCW **71.24.115**.

Effective date—2020 c 80 §§ 12-59: See note following RCW **7.68.030**.

Intent—2020 c 80: See note following RCW **18.71A.010**.

Effective date—Findings—Intent—Report—Agency transfer—References to head of health care authority—Draft legislation—2011 1st sp.s. c 15: See notes following RCW **74.09.010**.

Severability—2003 c 142: See note following RCW **18.53.010**.

Intent—Effective date—2003 c 53: See notes following RCW **2.48.180**.

Effective date—1996 c 178: See note following RCW **18.35.110**.

Severability—Headings and captions not law—Effective date—1994 sp.s. c 9: See RCW **18.79.900** through **18.79.902**.

Finding—1990 c 219: "The legislature finds that Washington citizens in the border areas of this state are prohibited from having prescriptions from out-of-state dentists and veterinarians filled at their in-state pharmacies, and that it is in the public interest to remove this barrier for the state's citizens." [**1990 c 219 § 1**.]

City of College Place, Washington
RESOLUTION NO. 20-041

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING CONTRACTING WITH MS. RACHEL CORTEZ FOR INDIGENT DEFENSE SERVICES AS OUTLINED IN THE PROVIDED CONTRACT.

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 contracts with the Walla Walla County District Court to provide municipal court services but must maintain a public defender contract for indigent defense services;

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

1. Authorize the City Administrator to sign a contract with Ms. Rachel Cortez for indigent defense services of up to 250 criminal case filings per year in the Walla Walla County District Court.

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 27th day of October, 2020.

DocuSigned by:

Norma L Hernandez

Norma L. Hernandez, Mayor

Attest:

DocuSigned by:

Lisa R Neissl

Lisa R. Neissl, CMC
City Clerk

CONTRACT FOR INDIGENT DEFENSE

THIS AGREEMENT is made and entered into effective as of October 27th, 2020, between the CITY OF COLLEGE PLACE, a municipal corporation of the State of Washington, hereinafter referred to as "City", and Rachel Cortez, hereinafter referred to as "Attorney".

NOW, THEREFORE, it is agreed by the parties as follows:

1. SCOPE OF SERVICE. Except as set out below, Attorney shall be responsible for representing or providing suitable representation for 250 criminal case filings in the City of College Place before the Walla Walla County District whenever publicly provided counsel for such person is required by the constitution or laws of the United States or the State of Washington and such representation has not been lawfully waived. A case is defined as the filing of a document with the court naming a person as defendant or respondent, to which an attorney is appointed in order to provide representation. In the event a change of venue is granted to a person for whom Attorney is to provide representation pursuant to this contract, Attorney shall continue to represent such person in that court with no additional compensation over the contract price.

(a) Warranties: Attorney will provide indigent defense services in accordance with the Standards for Indigent Defense, hereinafter referred to as "Standards", adopted by the Washington State Supreme Court, as the same exist or are hereafter amended. A copy of these standards is attached hereto as Exhibit A. Attorney warrants that she, and every attorney and/or intern employed by Attorney to perform services under this contract, has read and fully understands the provisions of these Standards. Compliance with these Standards goes to the essence of this Contract. Attorney, and every attorney and/or intern performing services under this Contract, shall certify compliance quarterly with the Walla Walla County District Court on the form established for that purpose by the Standards for Indigent Defense. A copy of each and every such certification shall be provided to the City Administrator contemporaneously with filing with the Walla Walla County District Court and the same shall be available for inspection by the public. Attorney further warrants that her proposal, reflected in section 2, Compensation, reflects all infrastructure, support, administrative services and systems necessary to comply with the Standards.

(b) Appeals. Whenever a person represented by Attorney demands an appeal from a matter filed in the Walla Walla County District Court, Attorney shall assist said person in perfecting the appeal and shall represent said person in Superior Court or subsequent remands to College Place Municipal Court.

(C) Show Cause Docket. Attorney shall appear at the Walla Walla County District Court's Show Cause Docket, at the direction of the Judge or as otherwise indicated, whenever a defendant requests or requires legal representation. Appointment to a Show Cause shall count towards Attorney's caseload as subject to the Standards. Attorney's obligation in this regard does not include an obligation to monitor a defendant's compliance with probation conditions or to provide continuous representation to defendants after entry of judgment and sentence. Nothing

herein shall be construed as limiting Attorney's obligation to represent defendants in show cause proceedings or the Attorney's right to withdraw from a case after entry of a judgment and sentence or completion of an appeal and subsequent remand.

2. MANNER OF SERVICE. Attorney shall contact and meet with the client and shall maintain file notes to confirm the same. Services provided by Attorney pursuant to this contract shall be performed in a prompt, professional, skilled and competent manner consistent with the laws of the State of Washington, the rules adopted by the State Supreme Court, the minimum standards set forth by the American Bar and Washington State Bar Association, the Rules of Professional Conduct, case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. Attorney's primary and most fundamental responsibility shall be to promote and protect the interests of the client. Services to be provided by Attorney, insofar as applicable and necessary in any given case, shall include counseling, investigation, preparation of motions and court papers, hearings and trial work, post-trial motions and such other services as would normally be provided by competent private counsel.

3. ADMINISTRATIVE COSTS, SUPPORT SERVICES AND INFRASTRUCTURE. The Attorney shall provide for adequate administrative support, including but not limited to:

(a) Travel, law library and/or electronic research capabilities, financial accounting, case management systems, computers, word processing equipment and software, office space and supplies.

(b) Private offices and/or conference rooms which allow the maintenance of confidentiality. Attorney shall maintain an office within the corporate limits of the City of Walla Walla or the City of College Place; provided, however, that if Attorney's office is located outside these areas the attorney may, in lieu of maintaining such an office, use City facilities for the purpose of conducting client interviews during normal business hours.

(c) A telephone system, internet access and postal address.

(d) Adequate staffing under the contract. An adequate staff includes the provision for investigative services, legal assistance, accounting services, case management services and/or programs and access, when needed, to the services of a social worker, mental health professional and translator.

4. PERFORMANCE AND MONITORING. The Attorney shall maintain a case reporting system. Such system shall have the capability to provide periodic reports to the City regarding the caseloads generated under this contract for each attorney and intern providing services under the contract, including case name, type of case, time expended handling the case, motions filed, disposition and history. Further, Attorney agrees to provide the Court with a record of time and expenses incurred in the representation of a defendant at the time of sentencing in those cases where recoupment of all or a portion of the Attorney's fees is deemed appropriate by the Court.

5. CASELOAD LIMITS. Attorney and her associates shall comply with all caseload limitations imposed pursuant to the Court Rules and the Standards for Indigent Defense adopted Standards of the Washington State Supreme Court, the Attorney is not a full-time public defense attorney inasmuch as she also maintains a private law practice. Currently the maximum number of misdemeanor cases that a full-time public defense attorney is permitted to handle under the

Standards is 400 annually. Attorney represents that that the number of indigent misdemeanor cases that she handles on an annual basis does not exceed in number a number derived by multiplying the amount of time she spends on misdemeanor cases annually by 400 and then dividing the product by the amount of time she spends on all of the cases she handles annually. To facilitate the caseload limits computation, Attorney shall report all of her public defense contracts and hours billed for nonpublic defense legal services, including number and types of private cases. Attorney certifies that she will not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, prorated if the amount of time spent for indigent defense is less than full time, and taking into account the applicable case counting system.

6. PAYMENT. In consideration for Attorney's performance hereunder, including the completion of all cases and matters covered by the Contract as of the date of any termination, City shall pay Attorney an annual salary of FIFTY THOUSAND DOLLARS (\$50,000), paid out in eleven separate payments of FOUR THOUSAND, ONE HUNDRED, SIXTY SIX DOLLARS AND SIXTY SIX CENTS (\$4,166.66) per month and one payment of FOUR THOUSAND, ONE HUNDRED, SIXTY SIX DOLLARS AND SEVENTY FOUR CENTS (\$4,166.74) until any termination. The first payment is due on the last day of the month in which performance commences, and each succeeding payment is due on the last day of each month thereafter, provided, however, that upon any termination the final monthly payment shall be paid in two installments, one-half on the last day of the month in which termination is to occur and one-half on the last day of the following month. Attorney agrees to submit an invoice to the City on forms approved by the City's Finance Director for compensation in accordance with the Contract terms set forth herein. Attorney warrants that the compensation provided is sufficient to provide adequately for the training, administrative and staff services, and infrastructure required by Washington State Standards for Indigent Defense, Court Rule and the State and Federal Constitution. In appropriate situations extra compensation shall be made available for case of extraordinary complexity and for defense experts and investigators. Prior to incurring costs for experts Attorney shall make application to the City Administrator.

Further, the contract shall be evaluated on a yearly basis to ensure that the caseloads and compensation under the current contract are comparable. In the event that further compensation is not warranted based on the case number for the year, the City shall provide an increase to the base salary in the form of an annual cost of living adjustment (COLA) of 2.5 percent. The first COLA shall be applied January 1, 2022, creating the new base salary for 2022. Each successive year on January 1, the COLA will be added to the base salary of the previous year to create the new base salary for the current year. A COLA will not be applied if the City and Attorney agree on a new base salary for the upcoming year.

7. TRAINING. The attorney shall attend 7 hours of Washington State Office of Public Defense Services annually.

8. COMPLAINTS. The Attorney shall advise each indigent public defense client of his or her right to register a complaint if he or she feels that Attorney is not providing the client with an adequate public defense. Complaints shall be directed to the City Administrator and the Administrator or his designee shall promptly investigate the same and report back to the complainant.

9. TERMINATION.

(a) Termination without cause. This Contract may be terminated by either party without cause, after ninety (90) days written notice has been delivered to the other party. Attorney agrees to complete all pending cases or matters that have been set for trial, probation revocation hearing, or appellate argument as of the date of any termination.

(b) Termination for cause. Except as provided in the preceding paragraph, termination of the contract shall occur only for "good cause." Good cause shall include the failure of the contract Public Defender to render adequate representation to clients, the willful disregard of the rights and best interests of the client, and the willful disregard of these Standards. Termination may also occur for violation of the express terms of the Contract, provided, however, that the Public Defender shall be provided reasonable opportunity, following notice, to cure any technical contract violations that do not impair the provision of quality representation to the indigent client.

(c) Termination by Court of Competent Jurisdiction. If a court of competent jurisdiction rules that Attorney is incapable of providing competent legal representation, this Contract shall automatically terminate. However, at City's discretion, such agreement may continue until the validity of any lower court ruling has been ultimately determined on appeal. Removal by the court of counsel from representation normally should not occur over the objection of the attorney and the client.

10. INITIAL TERM AND RENEWAL, The initial term of Attorney's performance shall commence October 27th, 2020, and shall terminate on December 31, 2021, both dates inclusive, PROVIDED, HOWEVER, that this contract shall automatically renew itself from year-to-year absent written notice of nonrenewal thirty (30) days prior to its annual expiration date.

11. DETERMINATION OF INDIGENCY. For the purposes of this Contract a person is indigent when the Walla Walla County District Court Judge or Assistant Judge or Judge Pro Tem has determined, in accordance with applicable law or court rule, that such person is financially unable to obtain the services of an attorney. However, any person arrested and held in custody for a crime and who claims to be indigent shall be represented by Attorney until a magistrate determines that such person is not indigent and permits Attorney to withdraw. Attorney shall provide the College Place Police Department the name and 24-hour local or otherwise toll-free telephone number of Attorney to be provided to persons in custody claiming the right to publicly-provided legal counsel. In each instance where Attorney undertakes to represent an indigent person, Attorney shall make an inquiry into such person's financial ability to employ private legal counsel and shall report to the court any information indicating a financial ability to employ private counsel unless such information has already been provided. Attorney shall also report to the court any improvement in the person's financial condition which occurs subsequent to the initial appointment of counsel.

12. ASSOCIATED ATTORNEYS. Attorney may designate one or more licensed attorneys, including those authorized to practice under APR 9, to associate with Attorney in the

performance of this Contract. Any attorney so designated shall be responsible for the performance of this Contract in the same manner as Attorney.

13. CONFLICT COUNSEL. In the event that alternative or Conflict Counsel is required to be assigned, the Public Defender shall bear no part of the costs associated with the appointment of an alternative or Conflict Counsel,

14. ASSIGNMENT. Attorney shall not assign or subcontract her responsibility for performance of this Contract without the prior written approval of City.

15. INSURANCE-INDEMNIFICATION AND HOLD HARMLESS.

(a) Insurance. During the life of this contract, Attorney shall maintain errors and omissions insurance and shall include anyone else acting for or on behalf of Attorney in the performance of this Contract, as an additional named insured on any such policy. Such insurance shall be obtained from any insurance company authorized to do business as such in the State of Washington and shall have policy limits of \$250,000.00 or more. At the time performance commences hereunder, Attorney shall submit evidence that such insurance is in force and that such insurance will not be canceled without first giving 30 days' written notice to City.

(b) Indemnification. Attorney covenants and agrees to indemnify and hold harmless City and any of City's officers, employees and agents from any loss, damage, costs, charge or expense whether direct or indirect and whether to persons or property to which City or agents may have been put or subjected by reason of any act, action, neglect, omission or default on the part of Attorney or anyone acting for, on behalf of, or at the direction of Attorney in the performance of the Contract.

(C) Defense of claims. In case any suit or legal proceedings shall be brought against City or any of City's officers, employees or agents at any time on account of or by reason of any act, action, neglect, omission or default of Attorney or anyone acting for, on behalf of, or at the direction of Attorney, Attorney hereby covenants and agrees to assume the defense thereof and to defend the same at Attorney's own expense and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred by or obtained against City or any of City's officers, employees or agents in such suits or other proceedings.

16. NON-DISCRIMINATION.

(a) Non-Discrimination in Employment. During the performance of this Contract, Attorney shall comply with the Washington "Law against Discrimination" and all federal laws against discrimination. Satisfactory performance of this clause by Attorney shall include, but not be limited to, the following:

(i) During the performance of this Contract, Attorney shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, creed marital status, age or the presence of any sensory, mental or physical handicap;

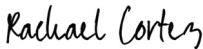
(ii) Attorney shall ensure that applicants who are employed are treated during employment without discrimination because of their race, color, religion, sex, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicap. Performance under (i) and (ii) above shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other form of compensation, and programs for training including apprenticeships, unless such distinctions are based upon a bonafide occupational qualification.

(b) Non-Discrimination in Subcontracting. If subcontracting is authorized as provided in this Contract, any contract or subcontract resulting therefrom must include appropriate safeguards against discrimination in employment binding upon each contractor or subcontractor. Attorney will take such action with respect to any contract or subcontract, or purchase order as may be required to ensure full compliance with RCW 49.60, and any applicable federal law against discrimination in employment including sanctions for noncompliance.

(c) Compliance. To ensure compliance with the non-discrimination clause set out herein, Attorney will permit access to her records of employment, employment advertisements, application forms and other pertinent data and records. Such access shall be by City, the Washington state Human Rights Commission, and any applicable federal agency or any appropriate employees, department or agent thereof designated by such federal, state or local agency respectively, for the purpose of investigation to ascertain compliance with the appropriate non-discrimination laws or this non-discrimination clause,

DATED: this 27th day of October, 2020.

ATTORNEY

DocuSigned by:


Rachael Cortez

CITY OF COLLEGE PLACE

DocuSigned by:


Mayor

Attest:

DocuSigned by:


City Clerk

**SPAR PROGRAM INDIGENT DEFENSE SERVICES AGREEMENT
CITY OF COLLEGE PLACE**

THIS AGREEMENT is made and entered into effective as of the date of execution by both Parties between the CITY OF COLLEGE PLACE, a municipal corporation of the State of Washington, hereinafter referred to as "CITY", and Attorney Rachel Cortez, hereinafter referred to as "ATTORNEY".

NOW, THEREFORE, it is agreed by the parties as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide for reimbursable services of defense counsel Consultation and Representation, as defined in CITY of College Place SPAR Grant Agreement dated January 22, 2024, a copy of which is attached hereto as Exhibit "A", its contents and meaning fully adopted and incorporated into this Agreement, for criminal defendants facing charges or charged with simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), as adopted by the CITY at College Place Municipal Code Chapter 9.04 (Qualifying Cases).
2. **SCOPE OF SERVICE.** Except as set out below, ATTORNEY shall be responsible for representing or providing legal Consultation and Representation for Qualifying Cases in the CITY of College Place before the Walla Walla County District whenever publicly provided counsel for such person is required by the constitution or laws of the United States or the State of Washington and such representation has not been lawfully waived. A for a case to be a Qualifying Case, it must be filed with the court naming a person as defendant or respondent, to which an ATTORNEY is appointed in order to provide representation OR, a matter in which a complaint or citation is not filed in court, but the individual faces the possibility of being charged with a crime which, if charged would result in a Qualifying Case and the CITY requests ATTORNEY represent the individual facing the possibility of charges. In the event a change of venue is granted to a person for whom ATTORNEY is to provide representation pursuant to this Agreement, ATTORNEY shall continue to represent such person in that court with no additional compensation over the Agreement price.
 - a. **Warranties:** ATTORNEY will provide indigent defense services in accordance with the Standards for Indigent Defense, hereinafter referred to as "Standards", adopted by the Washington State Supreme Court, as the same exist or are hereafter amended. ATTORNEY warrants that she, and every ATTORNEY, clerk, intern and the like employed by ATTORNEY to perform services under this Agreement, has read and fully understands the provisions of these Standards. Compliance with these Standards goes to the essence of this Agreement. ATTORNEY, and every ATTORNEY, clerk, intern and the like performing services under this Agreement, shall certify compliance quarterly with the Walla

Walla County District Court on the form established for that purpose by the Standards for Indigent Defense. A copy of each and every such certification shall be provided to the CITY Administrator contemporaneously with filing with the Walla Walla County District Court and the same shall be available for inspection by the public.

- b. Appeals. Whenever a person represented by ATTORNEY demands an appeal from a matter filed in the Walla Walla County District Court, ATTORNEY shall assist said person in perfecting the appeal and shall represent said person in Superior Court or subsequent remands to College Place Municipal Court. (C) Show Cause Docket. ATTORNEY shall appear at the Walla Walla County District Court's Show Cause Docket, at the direction of the Judge or as otherwise indicated, whenever a defendant requests or requires legal representation. Appointment to a Show Cause shall count towards ATTORNEY's caseload as subject to the Standards. ATTORNEY's obligation in this regard does not include an obligation to monitor a defendant's compliance with probation conditions or to provide continuous representation to defendants after entry of judgment and sentence. Nothing herein shall be construed as limiting ATTORNEY's obligation to represent defendants in show cause proceedings or the ATTORNEY's right to withdraw from a case after entry of a judgment and sentence or completion of an appeal and subsequent remand.
 - c. Therapeutic/Community Court. Whenever ATTORNEY is representing a person in a Qualifying Case, ATTORNEY shall fully participate in representation of client through any Therapeutic/Community Court Program. Such programs will require additional court hearings and preparations for the same and ATTORNEY is obligated to perform such additional work. ATTORNEY shall also facilitate the transfer and sharing of non-attorney-client/work product privileged information from treatment providers, community program facilitators, employers, and educational institutions to the Court and shall advocate for services on behalf of their client. ATTORNEY specifically understands that the base rate per case is significantly larger than the average rate paid per case for misdemeanor crimes in Walla Walla County because it is expected that Qualifying Cases will require more work hours than the average non-Qualifying Case.
3. MANNER OF SERVICE. ATTORNEY shall contact and meet with the client and shall maintain file notes to confirm the same. Services provided by ATTORNEY pursuant to this Agreement shall be performed in a prompt, professional, skilled, and competent manner consistent with the laws of the State of Washington, the rules adopted by the State Supreme Court, the minimum standards set forth by the American Bar and Washington State Bar Association, the Rules of Professional Conduct, case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. ATTORNEY's primary and most fundamental responsibility shall be to

promote and protect the interests of the client. Services to be provided by ATTORNEY, insofar as applicable and necessary in any given case, shall include counseling, investigation, preparation of motions and court papers, hearings and trial work, post-trial motions and such other services as would normally be provided by competent private counsel. In addition, due to the nature of Qualifying Cases, ATTORNEY shall participate in any and all therapeutic and/or community court programs in which a Qualifying Case is referred, to include advocacy on behalf of the client to promote behavioral health treatment,

4. ADMINISTRATIVE COSTS, SUPPORT SERVICES AND INFRASTRUCTURE. The ATTORNEY shall provide for adequate administrative support, including but not limited to:
 - a. Travel, law library and/or electronic research capabilities, financial accounting, case management systems, computers, word processing equipment and software, office space and supplies.
 - b. Private offices and/or conference rooms which allow the maintenance of confidentiality. ATTORNEY shall maintain an office within the corporate limits of the CITY of Walla Walla or the CITY of College Place; provided, however, that if ATTORNEY's office is located outside these areas the ATTORNEY may, in lieu of maintaining such an office, use CITY facilities for the purpose of conducting client interviews during normal business hours.
 - c. A telephone system, internet access and postal address.
 - d. Adequate staffing under the Agreement. An adequate staff includes the provision for investigative services, legal assistance, accounting services, case management services and/or programs and access, when needed, to the services of a social worker, mental health professional and translator.
5. PERFORMANCE AND MONITORING. The ATTORNEY shall maintain a case reporting system. Such system shall have the capability to provide periodic reports to the CITY regarding the caseloads generated under this Agreement for each ATTORNEY and intern providing services under the Agreement, including case name, type of case, time expended handling the case, motions filed, disposition and history. Further, ATTORNEY agrees to provide the Court with a record of time and expenses incurred in the representation of a defendant at the time of sentencing in those cases where recoupment of all or a portion of the ATTORNEY's fees is deemed appropriate by the Court.
6. CASELOAD LIMITS. ATTORNEY and her associates shall comply with all caseload limitations imposed pursuant to the Court Rules and the Standards for Indigent Defense adopted by the Washington State Supreme Court, the ATTORNEY is not a full-time

public defense ATTORNEY inasmuch as she also maintains a private law practice. Currently the maximum number of misdemeanor cases that a full-time public defense ATTORNEY is permitted to handle under the Standards is 400 annually. ATTORNEY represents that the number of indigent misdemeanor cases that she handles on an annual basis does not exceed in number a number derived by multiplying the amount of time she spends on misdemeanor cases annually by 400 and then dividing the product by the amount of time she spends on all of the cases she handles annually. To facilitate the caseload limits computation, ATTORNEY shall report all of her public defense Agreements and hours billed for nonpublic defense legal services, including number and types of private cases. ATTORNEY certifies that she will not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, prorated if the amount of time spent for indigent defense is less than full time, and taking into account the applicable case counting system.

7. PAYMENT. In consideration for ATTORNEY's performance hereunder, including the completion of all cases and matters covered by the Agreement as of the date of any termination, CITY shall pay ATTORNEY as follows:
 - a. Base Rate: \$1000
 - b. Hourly Rate after first 5 hours: \$190/hour

ATTORNEY shall invoice the CITY using such forms and systems as directed by the CITY. Invoicing shall be done at once a month until any termination of this Agreement or should the SPAR grant funds be expended in their entirety.

The City shall pay all invoices within 30 days of submission to the City with sufficient information for the City to obtain reimbursement from the SPAR Program.

ATTORNEY warrants that the compensation provided is sufficient to provide adequately for the training, administrative and staff services, and infrastructure required by Washington State Standards for Indigent Defense, Court Rule and the State and Federal Constitution. In appropriate situations extra compensation shall be made available for case of extraordinary complexity. Prior to incurring costs for experts ATTORNEY shall make application to the CITY Administrator. Further, this Agreement shall be evaluated on a yearly basis to ensure that the caseloads and compensation under the current Agreement are comparable. In the event that further compensation is not warranted based on the case number for the year.

Should the Spar Program reject in whole or in part any reimbursement for payment to ATTORNEY, ATTORNEY shall work with the CITY to supplement the reimbursement submission for acceptance for reimbursement by the SPAR Program.

Should the Spar Program rejection be based on the base and/or hourly rate set in this section, ATTORNEY and CITY shall mutually negotiate new rate(s) to satisfy the SPAR Program reimbursement criteria.

8. TRAINING. The ATTORNEY shall comply with the Training requirement in the Standards for Indigent Defense Services as currently enacted and as later amended, but in any event, shall complete at least 7 hours of criminal defense legal training annually.
9. COMPLAINTS. The ATTORNEY shall advise each indigent public defense client of their right to make a complaint if the client feels that ATTORNEY is not providing the client with adequate public defense services. Complaints shall be directed to the CITY Administrator and the Administrator or his designee shall promptly investigate the same and report back to the complainant.
10. TERMINATION.
 - a. Termination without cause. This Agreement may be terminated by either party without cause, after ninety (90) days written notice has been delivered to the other party. ATTORNEY agrees to complete all pending cases and matters that have been set probation hearing or have been appealed as of the date of any termination.
 - b. Termination for cause. Except as provided in the preceding paragraph, termination of the Agreement shall occur only for "good cause." Good cause shall include the failure of the ATTORNEY to render adequate representation to clients, the willful disregard of the rights and best interests of the client, and the willful disregard of applicable professional Standards. Termination may also occur for violation of this Agreement, provided, however, ATTORNEY shall be provided reasonable opportunity, following notice, to cure any technical Agreement violations that do not impair the provision of quality representation to the indigent client.
 - c. Termination by Court of Competent Jurisdiction. If a court of competent jurisdiction rules that ATTORNEY is incapable of providing competent legal representation, this Agreement shall automatically terminate. However, at CITY's discretion, such agreement may continue until the validity of any lower court ruling has been ultimately determined on appeal. Removal by the court of counsel from representation normally should not occur over the objection of the ATTORNEY and the client.

- d. INITIAL TERM AND RENEWAL, The initial term of ATTORNEY's performance shall commence upon signature of both Parties, and shall terminate on June 30, 2025, both dates inclusive,
11. DETERMINATION OF INDIGENCY. For the purposes of this Agreement a person is indigent when a Walla Walla County District Court Judge determines the person indigent and qualifying for the services of defense counsel at no or reduced cost to the person
12. ACCESSABILITY. ATTORNEY shall provide the College Place Police Department the name and 24-hour local or otherwise toll-free telephone number of ATTORNEY to be provided to persons in custody claiming the right to publicly-provided legal counsel.
13. ASSOCIATED ATTORNEYS. ATTORNEY may designate one or more licensed ATTORNEYS, including those authorized to practice under APR 9, to associate with ATTORNEY in the performance of this Agreement. Any ATTORNEY so designated shall be responsible for the performance of this Agreement in the same manner as ATTORNEY.
14. CONFLICT COUNSEL. In the event that alternative or Conflict Counsel is required to be assigned, the Public Defender shall bear no part of the costs associated with the appointment of an alternative or Conflict Counsel.
15. ASSIGNMENT. ATTORNEY shall not assign or subcontract her responsibility for performance of this Agreement without the prior written approval of CITY.
16. INSURANCE-INDEMNIFICATION AND HOLD HARMLESS.
- a. Insurance. During the life of this Agreement, ATTORNEY shall maintain errors and omissions insurance and shall include anyone else acting for or on behalf of ATTORNEY in the performance of this Agreement, as an additional named insured on any such policy. Such insurance shall be obtained from any insurance company authorized to do business as such in the State of Washington and shall have policy limits of \$250,000.00 or more. At the time performance commences hereunder, ATTORNEY shall submit evidence that such insurance is in force and that such insurance will not be canceled without first giving 30 days' written notice to CITY.
- b. Indemnification. ATTORNEY covenants and agrees to indemnify and hold harmless CITY and any of CITY's officers, employees and agents from any loss, damage, costs, charge or expense whether direct or indirect and whether to persons or property to which CITY or agents may have been put or subjected by reason of any act, action, neglect, omission or default on the part of ATTORNEY or anyone acting for, on behalf of, or at the direction of ATTORNEY in the performance of this Agreement.

- c. Defense of claims. In case any suit or legal proceedings shall be brought against CITY or any of CITY's officers, employees or agents at any time on account of or by reason of any act, action, neglect, omission or default of ATTORNEY or anyone acting for, on behalf of, or at the direction of ATTORNEY, ATTORNEY hereby covenants and agrees to assume the defense thereof and to defend the same at ATTORNEY's own expense and to pay any and all costs, charges, ATTORNEY's fees and other expenses and any and all judgments that may be incurred by or obtained against CITY or any of CITY's officers, employees or agents in such suits or other proceedings.

17. NON-DISCRIMINATION.

- a. Non-Discrimination in Employment. During the performance of this Agreement, ATTORNEY shall comply with the Washington "Law against Discrimination" and all federal laws against discrimination. Satisfactory performance of this clause by ATTORNEY shall include, but not be limited to, the following:
 - i. During the performance of this Agreement, ATTORNEY shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, creed marital status, age, or the presence of any sensory, mental, or physical handicap;
 - ii. ATTORNEY shall ensure that applicants who are employed are treated during employment without discrimination because of their race, color, religion, sex, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap. Performance under (i) and (ii) above shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other form of compensation, and programs for training including apprenticeships, unless such distinctions are based upon a bonafide occupational qualification.
- b. Non-Discrimination in Subcontracting. If subcontracting is authorized as provided in this Agreement, any Agreement or subcontract resulting therefrom must include appropriate safeguards against discrimination in employment binding upon each Agreement or subcontractor. ATTORNEY will take such action with respect to any Agreement or subcontract, or purchase order as may be required to ensure full compliance with RCW 49.60, and any applicable federal law against discrimination in employment including sanctions for noncompliance.
- c. Compliance. To ensure compliance with the non-discrimination clause set out herein, ATTORNEY will permit access to her records of employment,

employment advertisements, application forms and other pertinent data and records. Such access shall be by CITY, the Washington state Human Rights Commission, and any applicable federal agency or any appropriate employees, department or agent thereof designated by such federal, state, or local agency respectively, for the purpose of investigation to ascertain compliance with the appropriate non-discrimination laws or this non-discrimination clause.

18. LOWER CASELOAD LIMITS. The Parties are aware of the recent recommendation from the Washington State Bar Association to the Washington State Supreme Court to lower the case load limit from the equivalent of 400 misdemeanor criminal cases a year to 120 misdemeanor criminal cases a year. Should the Supreme Court adopt lower case load limits, the Parties shall, prior to the lower limits taking effect, evaluate the adequacy of the rates paid pursuant to this Agreement to determine if they meet any new caseload standards and if not, shall mutually negotiate one or more new rates or termination of this Agreement.
19. AMENDMENT. This Agreement may be amended from time to time, in whole or in part, by mutual written agreement of the Parties.
20. COOPERATION. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person, entity, or agency not a party to this Agreement challenging the validity of this Agreement or any services performed pursuant to this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. The ATTORNEY shall not settle any lawsuit without the express written consent of the CITY. The CITY shall act in good faith and shall not unreasonably withhold consent to settle.
21. SEVERABILITY. If any term, condition, phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable pursuant to any applicable state or federal statute which became effective after the date of this Agreement's execution, and either Party, in good faith, determines that those effected provision of the Agreement is material to the Party entering into this Agreement, that Party may elect to terminate this Agreement as to all of its obligations remaining unperformed.
22. WASHINGTON LAW AND ATTORNEY FEES. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys fees and costs from the non-prevailing Party. Should a determination be made that both Parties are at fault, each Party shall be responsible for its pro-rata share of reasonable attorneys fees and costs. Venue for any action shall lie in Walla Walla County Superior Court or the US District Court for Eastern Washington.

23. NO THIRD-PARTY BENEFICIARIES. This Agreement is entered into by the City as a benefit to the public as a whole therefore, this Agreement creates no benefit to any third-party and creates no obligation or duty of the City to any third-party.

24. WAIVER. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative a, and in addition to every other remedy provide herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

25. ANTI-KICKBACK. No officer of employee of the CITY, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

26. FUNDING. Nothing in this Agreement requires the CITY to appropriate future funding and should any finds appropriated at the time of execution of this Agreement be, at the sole discretion of the CITY not expended pursuant to this Agreement, the CITY is not required to expend said funds.

So executed:

CITY OF COLLEGE PLACE

Attorney Rachel Cortez

Norma Hernandez, Mayor

Rachel Cortez

ATTEST:

APPROVED AS TO FORM:

Sherri St Clair, City Clerk

Rea Culwell, City Attorney

7.2

CONTRACT FOR CONFLICT PUBLIC DEFENDER CITY OF COLLEGE PLACE

WHEREAS, the City of College Place, Washington (hereinafter "City") provides public defense services pursuant to contract with Primary Public Defenders and a Conflict Public Defender who serve in the event of conflict or when a primary public Defender's case load could exceed Supreme Court Standards and

WHEREAS, a decision by the Federal Court for the Western District of Washington, the Honorable Robert Lasnik, in a case styled *Wilbur v. Mt. Vernon* (hereinafter the "Decision") emphasizes the need for the City to provide indigent defense services to misdemeanor clients in municipal and district courts in a manner which fully complies with the City's obligations under the Sixth Amendment to the United States Constitution, and

NOW THEREFORE,

In consideration of the mutual benefits to be derived and the promises contained herein, the City of College Place, Washington a municipal corporation ("City") and Ponti & Wernette, P.S. – Attorney at Law, ("Conflict Public Defender") who will perform services under this contract have entered into this Agreement.

1. Scope of Services, Standards and Warranties. The Conflict Public Defender will provide indigent defense services in misdemeanor cases. The Conflict Public Defender individually warrants that they, and every Conflict Public Defender and/or intern employed by the Conflict Public Defender to perform services under this contract ("attorney service provider"), has read and is fully familiar with the provisions of the Standards adopted by the City and the Decision. Compliance with these Standards and the Decision goes to the essence of this Agreement.

1.1 The Conflict Public Defender, and every attorney and/or intern performing services under this Agreement shall certify compliance with Supreme Court Rule and governing case load quarterly with the Walla Walla District Court (hereinafter "Municipal Court") on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Conflict Public Defender and every attorney and/or intern performing services under this agreement warrants that he/she shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his/her practice as a whole, including other contracts for public defense and/or private practice.

1.2 Conflict Public Defender will maintain contemporaneous records on a daily basis documenting all work performed on a 1/10th of an hour basis on each assigned case. Conflict Public Defender will maintain and provide to the City a quarterly report detailing:

- 1.2.1 the number of cases assigned during the period and the time spent on each case;
- 1.2.2 the disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed of by plea;
- 1.2.3 the number of cases in which a motion was brought with the Court as well

as cases in which a motion was filed with the prosecutor and a reduced sentence or dismissal was negotiated;

1.2.4 the number of cases in which an investigator was utilized;

1.2.5 the number of cases which were set for trial including cases in which the defendant failed to appear;

1.2.6 the number and type of criminal cases handled outside of this contract (including cases assigned by another public entity); and

1.2.7 the percentage of the Conflict Public Defender's practice spent on civil or other non-criminal matters.

1.3 The Conflict Public Defender further warrants that their proposal, reflected in Section 2. Compensation, reflects all infrastructure, support, administrative services, routine investigation, and systems necessary to comply with the Decision and Standards except as provided in Section 2.4 below.

1.4 In addition to the detailed time reports referenced in Section 1.2 and its subsections, the Conflict Public Defender shall provide quarterly reports to the City regarding the training provided to each attorney/service provider and the time spent by the Conflict Public Defender supervising each attorney/service provider. Supervision shall be provided in accord with standards by a supervisor without a workload or with an appropriately reduced workload.

1.5 The Conflict Public Defender promises that they will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Decision and/or the Standards.

2. Base Compensation. Effective upon execution, the City shall pay to the Conflict Public Defender for services rendered under this Contract the sum of three hundred and fifty (\$350) per case for conflict and overflow assignments primarily in the Municipal Court. The term "case" and "credit" shall be defined in accordance with the Washington State Supreme Court rule and Washington office of Public Defense guidelines. The City adopts an unweighted case count. The Conflict Public Defender will bill the City monthly for services rendered. The City will pay the Conflict Public Defender upon assignment for assigned cases whether by the Court or the City. The Conflict Public Defender will receive assignments from the court in the event of conflict. The City may also assign cases in coordination with primary Public Defender to assure compliance with case load standards.

The compensation amount represents the resources necessary to provide Public Defense services through the undersigned counsel as supplemented in Section 2.2 and the subparagraphs that follow, along all infrastructure, support, and systems necessary to comply with the Standards and Decision including by way illustration and not limitation, training, research, secretarial and office facilities. The parties believe that they have provided sufficient capacity through this contract as well as contracts with other counsel for conflict and overflow public defense cases, to ensure that, in all respects and at all times, public defense service will comply with the Standards and Decision. The parties understand and agree that the Conflict Public Defender maintains a private practice and serves other communities.

2.1 Base Compensation. Except as expressly provided in Section 2.2 and the subparagraphs that follow, the cost of all infrastructure, administrative support and systems, as well as standard overhead services necessary to comply with the established standards, are

included in the base payment provided in Section 2 above.

2.2 Payments in Addition to the Base Compensation. The City shall pay \$150 per hour for any time expended on trial or appeal as outlined in proposal given to the City by Ponti & Wrnette, P.S. on February 4th, 2019.

3. Term. The term of this agreement shall be from the date of execution for a three- year initial term through April 1st, 2022, unless sooner terminated as provided herein. The term of this contract may be extended for an additional two years at the City's option and with the approval of the Conflict Public Defender.

3.1 For Cause. This agreement may be terminated for good cause for violation of any material term of this agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of court, the ethical obligations established by the Washington State Bar Association, the willful disregard of the rights and best interests of the client, a willful violation of the Standards or the Decision, the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney or any Conflict Counsel providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Conflict Counsel who shall have thirty (30) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

3.3 Obligations survive Termination. In the event of termination of this agreement, the following obligations shall survive and continue:

3.3.1 Representation. The compensation established in this agreement compensates Conflict Public Defender on an hourly basis for services relating to each and every assigned case. Therefore, in the event this agreement is terminated, the Conflict Public Defender will continue to represent clients on assigned cases until either:

3.3.1.1 For those matters set for trial within sixty (60) calendar days of the final contract date, through trial or the failure of the defendant to appear (FTA) for trial, or

3.3.1.2 For all other matters, for a period of thirty (30) days, provided, however, that if the defendant fails to appear (FTA) for a court appearance, the Conflict Public Defender may withdraw following the FTA.

3.3.2 The provisions of sections 1 and 5, as well as this subsection 3.4 survive termination as to the Conflict Public Defender. The City shall remain bound by the provisions of Sections 2 and 2.4 with respect to additional fees and costs incurred with respect to cases concluded after the termination of this contract.

4. Nondiscrimination. Neither the Conflict Public Defender nor any person acting on behalf of the Conflict Public Defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and

available to perform the work to which the employment relates, or in the provision of services under this agreement.

5. Indemnification. The Conflict Public Defender agrees to hold harmless and indemnify the City, its officers, officials agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Conflict Public Defender's fees or awards, and including claims by Conflict Public Defenders own employees to which Conflict Public Defender might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Conflict Public Defender, their officers or agents.

It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Conflict Public Defender's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

The City agrees to hold harmless and indemnify the Conflict Public Defender, their officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Conflict Public Defender's fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City, its officers or agents.

This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Conflict Public Defender shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Conflict Public Defender, or the agents, representatives, employees, or subcontractors of the Conflict Public Defender.

6.1 Verification of Coverage. Conflict Public Defender shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work. Policies shall provide thirty (30) days written notice of cancellation to the City.

7 Work Performed by Conflict Public Defender. In addition to compliance with the Standards, in the performance of work under this Agreement, Conflict Public Defender shall comply with all federal, state and municipal laws, ordinances rules and regulations which are applicable to Conflict Public Defender's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8 Work Performed at Conflict Public Defender's Risk. Conflict Public Defender shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Attorney's own risk, and the Conflict Public Defender shall be responsible for any loss or damage to materials, tools, or other articles used or held in

connection with the work. Conflict Public Defender shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, no Subcontracting. This Agreement has been entered into in consideration of the Conflict Public Defender's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Conflict Public Defender has personally signed this Agreement below to indicate that they are bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the Conflict Public Defender without the express written consent of the City shall be void.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Conflict Public Defender. An additional attorney may be added to this Agreement by adding his or her signature to these agreements.

11. Entire Agreement; Prior Agreement Superseded. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. Upon execution, this Agreement shall supersede any and all prior agreements between the parties.

12. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

CONTRACT ADMINISTRATOR
Mike Rizzitiello
City Administrator
625 S. College Avenue
College Place, Washington, 99324
Email: mrizzitiello@cpwa.us
Phone: 509-394-8506

CONFLICT PUBLIC DEFENDER
Ponti & Wernette, P.S.
103 E. Poplar Street
Walla Walla, Washington, 99362
Email: plucker@mpwvlaw.com
Phone: 509-529-9277

13. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

14 Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Contract Administrator, whose decision shall be final. Provided, however, that any complaint regarding any violation of the Standards set forth by the City or which relate in any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the City's Municipal/District Court or to the Washington State Bar Association as appropriate. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Conflict Public Defender and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable Conflict Public Defender's attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Walla Walla County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day of

February 26, 2019.

CITY OF COLLEGE PLACE

By: 

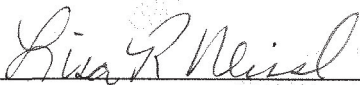
Harvey Crowder, Mayor

CONFLICT PUBLIC
DEFENDER

By: 

Ponti & Wernette P.S.

ATTEST/AUTHENTICATED:

By: 

City Clerk, Lisa Neissl

March 6, 2019

City of College Place
ATTN: City Clerk
625 S. College Ave.
College Place, WA 99324

Re: Conflict Public Defender Contract

Dear Ms. Neissl:

Enclosed please find the original Contract for Conflict Public Defender for the City of College Place that has now been signed by attorney Cober C. Plucker. Also enclosed is a copy of our firm's Lawyers Professional Liability Policy for your records.

If you need anything else from us, please do not hesitate to contact us.

Thank you.

Very Truly Yours,

PONTI & WERNETTE, P.S.



STACEY BERG
Legal Assistant

Enclosures



**LAWYERS PROFESSIONAL LIABILITY POLICY
DECLARATIONS**

Agency:
775233

Branch:
912

Policy Number:
287140860

Insurance is provided by Continental Casualty Company,
333 S. Wabash Ave. Chicago IL 60604
A Stock Insurance Company.

1. NAMED INSURED AND ADDRESS:

Ponti & Wernette, P.S.
103 E Poplar Street
Walla Walla, WA 99362

NOTICE TO POLICYHOLDERS:

This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage with your insurance agent or broker.

2. POLICY PERIOD:

Inception: 06/01/2018
at 12:01 A.M. Standard Time at the address shown above

Expiration: 06/01/2019

3. LIMITS OF LIABILITY:

Inclusive of Claims Expenses

Each Claim: \$1,000,000

Aggregate: \$2,000,000

Death or Disability and Non-Practicing
Extended Reporting Period Limit of Liability:

Each Claim: \$1,000,000

Aggregate: \$2,000,000

4. DEDUCTIBLES:

Inclusive of Claims Expenses

Aggregate: \$5,000

5. POLICY PREMIUM:

Annual Premium:

PLEASE READ THIS POLICY
CALL US WITH ANY QUESTIONS
McDONALD ZARING INSURANCE
(509) 525-5730
1-800-759-0910

\$14,647.00

Total Amount:

\$14,647.00

Includes CNA Risk Control Credit of

\$ 0.00

Includes Lawyers Data Breach and Network Security Premium, see coverage endorsement if applicable

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

G-118011-A (Ed. 06/2015), G-118012-AC (Ed. 03/1999), G-118016-ACC (Ed. 12/2011), G-118024-A (Ed. 04/2008),
G-118039-A46 (Ed. 01/2012), G-118063-A46 (Ed. 05/2008), G-118064-A46 (Ed. 09/1996)

7. WHO TO CONTACT:

To report a claim:
CNA – Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317
Fax: 866-773-7504 / Online: www.cna.com/claims
Email: SpecialtyProNewLoss@cna.com
Lawyers Claim Reporting Questions: 800-540-0762

Authorized Representative

05/24/2018

Date



Continental Casualty Company
333 S. Wabash Ave.
Chicago, IL 60604

LAWYERS PROFESSIONAL LIABILITY POLICY

ATTORNEY SCHEDULE

Policy Number: 287140860

Name of Each Lawyer

Cober C Plucker

Gary Ponti

John M. Reese

Richard Wernette

COMMERCIAL PROPERTY

Insurance Company: The Cincinnati Insurance Company
Policy Period: 4/1/2018 to 4/1/2019

Coverage Detail

SUBJECT		AMOUNT	VAL	CO- INS %	CAUSE OF LOSS	DED
Loc #: 1	Bldg #: 1	103 E Poplar St • Walla Walla, WA 99362				
Attorney Office Building		\$833,000	R	90%	Special	500
Business Personal Property		\$357,000	R	90%	Special	500
Power Expanded Plus Coverage		\$150,000				

Additional Interests

LOC#	INTEREST	NAME
1		Pitney Bowes Credit Corp



A. FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE
Simple Possession Advocacy and Representation (SPAR) Program Funding Agreement

1. Recipient City of College Place 625 S College Ave College Place, WA 99324	2. Recipient Representative Rea Culwell City Attorney City of College Place 625 S College Ave College Place, WA 99324
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Grace O'Connor Supervising Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. Agreement Amount \$41,250.00	6. Agreement Period January 1, 2024 through June 30, 2024
7. Purpose The purpose of this Agreement is to provide reimbursement to counties for the cost of providing defense counsel Consultation and Representation for defendants facing charges or charged with simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with Second Engrossed Second Substitute Senate Bill 5536, Chapter 1, sec. 35, sec. 39, <i>Laws of 2023</i> .	
8. Acknowledgement, Incorporation by Reference, and Execution The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and execute this Agreement as of the date the last signatory signed. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, General Terms and Conditions.	
FOR RECIPIENT <u>Rea Culwell</u> Rea Culwell (Jan 22, 2024 10:49 PST) Rea Culwell City Attorney Name, Title Jan 22, 2024 Date	FOR OPD <u>Grace O'Connor</u> Grace O'Connor (Jan 22, 2024 10:57 PST) Grace O'Connor, Supervising Attorney Jan 22, 2024 Date

B. SPECIAL TERMS AND CONDITIONS

1. AGREEMENT MANAGEMENT

- a) The Representative for each of the parties will be responsible for and will be the contact person for all communications regarding the performance of this Agreement.
- b) The Representative for OPD and their contact information are identified on the Face Sheet of this Agreement.
- c) The Representative for Recipient and their contact information are identified on the Face Sheet of this Agreement.

2. REIMBURSEMENT

- a) Subject to Exhibit B, Section 4, OPD shall reimburse for authorized expenses as identified in Exhibit B, Section 7, Authorized Reimbursable Expenses.

3. ALLOCATED MAXIMUM REIMBURSEMENT AMOUNT

- a) The maximum amount Recipient may be reimbursed for authorized expenses shall not exceed \$41,250.00.
- b) Subject to the availability of funds, and upon mutual agreement, Recipient and OPD may amend this Agreement in writing to increase the allocated maximum reimbursement amount.

4. TERMS OF REIMBURSEMENT

- a) OPD will reimburse Recipient upon acceptance of expenses and receipt of properly completed invoices. Recipient shall submit invoices to the Representative for OPD monthly, and subject to the invoicing schedule included in Section 4.h. of this agreement.
- b) An invoice form will be provided to Recipient by OPD. Recipient shall provide sufficient documentation accompanying the invoice to prove, to OPD's satisfaction, the costs incurred by Recipient and to allow OPD to determine that the costs were for Authorized Reimbursable Expenses. Sufficient documentation will include a description of the work performed, including case numbers, during the time period. Sufficient documentation demonstrating costs incurred by Recipient may include, but is not limited to, salary pay stubs or invoices for contracted services. OPD reserves the right to amend the invoice form at any time.
- c) Payment will be considered timely if made by OPD within 30 calendar days after receipt of properly completed invoices. OPD shall send payment to the address designated by Recipient and associated with Recipient's Statewide Vendor Number SWV0028965-00.
- d) OPD may, in its sole discretion, terminate this Agreement or withhold payments claimed by Recipient for services rendered if Recipient fails to satisfactorily comply with any term or condition of this Agreement.
- e) OPD shall not make any payments in advance or in anticipation of services or supplies to be provided under this Agreement.
- f) Recipient agrees to report whether it will be unable to spend any allocated maximum reimbursement amount during the Agreement Period, or if Recipient anticipates a need to

increase the allocated maximum reimbursement amount. Any request to increase the allocated maximum amount will be subject to Section 3(b) of this Exhibit. OPD reserves the right to reallocate funds to other jurisdictions that Recipient reports as unable to be spent.

- g) Reimbursable expenses must be incurred between August 15, 2023 and June 30, 2024. Recipient shall bear the cost of and ensure continued Consultation and Representation for all individuals who are being represented by Recipient's attorneys on Qualifying Cases when the agreement period ends.
- h) OPD's fiscal year runs from July 1 to June 30 of each year, and OPD is unable to pay expenses from a previous fiscal year with the following fiscal year's budget. Accordingly, Recipient must submit invoices for costs incurred between August 15, 2023 and June 30, 2024, by August 1, 2024.

5. **DUPLICATION OF BILLED COSTS**

Recipient shall not bill OPD for services performed under this Agreement, and OPD shall not pay Recipient, if Recipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

6. **DISALLOWED COSTS**

Recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors or subcontractors.

7. **AUTHORIZED REIMBURSABLE EXPENSES**

- a. Recipient is authorized to seek reimbursement for the following costs, subject to the provisions in Exhibit B, Section 2 and Section 4:
 - 1. Compensation for attorney Representation on Qualifying Cases;
 - 2. Compensation for attorney Consultation on Qualifying Cases;
 - 3. Support staff time devoted to assisting and supporting attorney Representation and Consultation on Qualifying Cases;
 - 4. Investigation costs associated with Qualifying Cases;
 - 5. Expert services where the scope of the expert's expertise is related to a Qualifying Charge.
 - 6. Compensation for attorney Representation on an appeal undertaken according to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ) pertaining to an issue arising from a Qualifying Charge.

8. **OVERSIGHT**

- a) Over the duration of the agreement term, OPD may conduct site visits for purposes of ensuring the use of funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and county representatives.

9. **DEFINITIONS**

- a. "Alternatives to Prosecution" means an opportunity to depart from the traditional criminal case process of charge to plea of guilty, or conviction or acquittal at trial. Examples include, but are not limited to, stipulated continuances, deferrals, Therapeutic courts, Specialty courts, or Pre-file or Pre-trial diversion programs.

- b. "Consultation" means advising indigent individuals on Pre-File or Pre-Trial Diversion options where the individual is facing a Qualifying Charge. Consultation also means advising indigent individuals, who face or faced Qualifying Charges, during the pendency of pre-trial Diversion.
- c. "Diversion" means an opportunity for an individual facing Qualifying Charges to depart from the criminal legal system, with the understanding that the individual will not be arrested, or that a charge the individual may be facing will either be dismissed or reduced.
- d. "Pre-File Diversion" means an opportunity for an individual facing Qualifying Charges to depart from the criminal legal system, initiated by either law enforcement or the prosecutor, that takes place before charges are filed against the individual. A Pre-File Diversion may be, but need not be, organized under RCW 69.50.4011(3)(c), 69.50.4013(2)(c), 69.50.4014(2), or 69.41.030(2)(e).
- e. "Pre-Trial Diversion" means an opportunity for a defendant charged with Qualifying Charges to depart from the criminal legal system after charges are filed against a defendant but before a plea is entered, or before proceeding to trial. A Pre-Trial Diversion may be, but need not be, organized under RCW 69.50.4017.
- f. "Qualifying Charge" means pending charges of or charges of violations of RCW 69.50.4011(1)(b) or (c); 69.50.4013; 69.50.4014; 69.41.030(2), (b), or (c); or pending charges of or charges of offenses under local ordinances involving allegations of possession or public use of a controlled substance; counterfeit substance; or legend drug.
- g. "Qualifying Case" means a proceeding filed against an indigent defendant in a court of limited jurisdiction in which at least one of the charges filed, either originally or as amended, is a Qualifying Charge, even if later dismissed.
- h. "Representation" means appointment to represent indigent defendants in courts of limited jurisdiction on Qualifying Cases, including in therapeutic or specialty courts. Representation also means appointment on motions to terminate defendants from Pre-File Diversion programs, Specialty or Therapeutic courts, or other programs that offer Alternatives to Prosecution.
- i. "Specialty or Therapeutic Court" means a court utilizing a program or programs structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to reduce address substance use disorder or mental health conditions in defendants through continuous and judicially supervised treatment and the appropriate use of services, sanctions, and incentives.

10. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and court rules
- b. Exhibit B, Special Terms and Conditions
- c. Exhibit C, General Terms and Conditions

C. GENERAL TERMS AND CONDITIONS

1. **ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

2. **AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by Recipient without prior written consent of OPD.

5. **ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.

6. **CONFORMANCE**

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Agreement, the Parties shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. **INDEMNIFICATION**

To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless the state of Washington and OPD, to include OPD's officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement. Except that, Recipient shall not be responsible in any way for claims or damages for injuries to persons or property or death arising out of or incidental to OPD's negligence or intentional acts or inactions to the fullest extent permitted by law.

10. **LAWS**

OPD and Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Agreement, OPD and Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of Recipient's or OPD's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part by the non-offending Party.

12. **RECAPTURE**

In the event that Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to

compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. **RECORDS MAINTENANCE**

Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. **RIGHT OF INSPECTION**

At no additional cost all records relating to Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. Recipient shall provide access to its facilities for this purpose.

15. **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

16. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.

City of College Place SPAR Agreement

GRT24053

Final Audit Report

2024-01-22

Created:	2024-01-18
By:	Nicole Dodge (nicole.dodge@opd.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoW62GCD46tD9vkomtGkxXxerCa7dE0g5

"City of College Place SPAR Agreement GRT24053" History

-  Document created by Nicole Dodge (nicole.dodge@opd.wa.gov)
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-  Document emailed to rculwell@cpwa.us for signature
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-  Email viewed by rculwell@cpwa.us
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-  Signer rculwell@cpwa.us entered name at signing as Rea Culwell
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-  Document e-signed by Rea Culwell (rculwell@cpwa.us)
Signature Date: 2024-01-22 - 6:49:06 PM GMT - Time Source: server- IP address: 74.85.64.82
-  Document emailed to grace.oconnor@opd.wa.gov for signature
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-  Signer grace.oconnor@opd.wa.gov entered name at signing as Grace O'Connor
2024-01-22 - 6:57:34 PM GMT- IP address: 73.225.41.114
-  Document e-signed by Grace O'Connor (grace.oconnor@opd.wa.gov)
Signature Date: 2024-01-22 - 6:57:36 PM GMT - Time Source: server- IP address: 73.225.41.114
-  Agreement completed.
2024-01-22 - 6:57:36 PM GMT

FIRST AMENDMENT TO CONTRACT FOR CONFLICT PUBLIC DEFENDER

CITY OF COLLEGE PLACE

THE PARTIES to the Contract for Conflict Public Defender City of College Place, (Contract) dated February 26, 2019, by and between the City of College Place, Washington (CITY) and Walla Walla law firm of Ponti & Wernett P.S. (Ponti & Wernett/Contract Public Defender), mutually agree to amend the Contract as follows:

1. Base Compensation shall increase from \$350 per case to \$500 per case;
Payments in Addition to the Base Compensation shall increase from \$150 per hour to \$190 per hour.
2. For SPAR Program Qualifying Cases as defined in the City of College Place SPAR Agreement, a copy of which is attached to this First Amendment and incorporated herein, the City shall pay the following rates:

Base Compensation shall be \$1000 per case; and

Hourly Compensation shall be \$190/hour after the first initial five hours.

3. No double-billing. Conflict Public Defender is prohibited from billing two or more clients, including the City for City criminal matters at a full rate for work done during the same time period.
4. Contract Public Defender understands that indigent defense services in a SPAR Qualifying Case will, on average, require more time and more varied advocacy whether through a therapeutic or community court process or by the nature of the charges or possible charges faced by a defendant and hereby agrees to perform such advocacy necessary to promote successful treatment, rehabilitation, and services engagement with the goal of successful behavioral health treatment and reduction or elimination of recidivism.
5. The Parties are aware of the recent recommendation from the Washington State Bar Association to the Washington State Supreme Court to lower the case load limit from the equivalent of 400 misdemeanor criminal cases a year to 120 misdemeanor criminal cases a year. Should the Supreme Court adopt lower case load limits, the Parties shall, prior to the lower limits taking effect, evaluate the adequacy of the rates paid pursuant to this Agreement to determine if they meet any new caseload standards and if not, shall mutually negotiate one or more new rates or termination of this Agreement.
6. The Parties agree to an initial term of this Amendment to be through June 30, 2025 and for an additional two years upon request of the City and agreement of Ponti & Wernette.

Payments made pursuant to the SPAR Program shall only continue if and to the extent that state funds are provided to reimburse the City for such expenses.

SO AGREED,

CITY OF COLLEGE PLACE

PONTI & WERNETTE PS

Norma Hernandez, Mayor

Bryan Ponti

Date if not digitally signed

ATTEST:

APPROVED AS TO FORM

Sherri St Clair, City Clerk

Rea Culwell, City Attorney



**WASHINGTON STATE
OFFICE OF PUBLIC DEFENSE**
Larry Jefferson, Director

Email: opd@opd.wa.gov

(360) 586-3164
FAX (360) 586-8165

TO: City/County Officials
FROM: Grace O'Connor, Supervising Attorney, SPAR Program
DATE: December 14, 2023
RE: Applications for SPAR funding for Calendar Year 2023 and 2024

Funding Program Overview:

Second Engrossed Second Substitute Senate Bill (2E2SSB) 5536 (Chapter 1, Laws of 2023, 1st Special Session) appropriated funds to the Washington State Office of Public Defense (State OPD) to provide reimbursement of eligible expenses for consultation and representation services for:

- indigent adults facing pending charges or charged with violations of RCW 69.50.4011(1)(b) or (c), 69.50.4013, 69.50.4014, or 69.41.030(1), or charged with offenses under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drug (hereinafter, qualifying offenses)
- in courts of limited jurisdiction in counties with a population of 500,000 or less and cities with a population of 200,000 or less

In Fiscal Year (FY) 2024 (July 1, 2023-June 30, 2024), State OPD received an appropriation funding to create, administer, and fund this reimbursement program. Additional funding will be appropriated in FY25. OPD expects that the legislature will appropriate funding again in the next biennium (FY26-27).

In order to administer these funds, State OPD created the Simple Possession Advocacy and Representation (SPAR) Program.

If SPAR funds are awarded to a jurisdiction, funding must be used for providing consultation and representation for individuals facing pending charges of or charged with qualifying offenses in courts of limited jurisdiction under the offenses listed above. These funds will be non-supplanting.

For Calendar Year 2023 and 2024, permissible use of funding will be limited to reimbursement for compensation for attorney and support staff time devoted to such consultation and representation, and reimbursement for investigation costs, and reimbursement for expert services related to qualifying offenses. Jurisdictions will be responsible for any other expense.

Please note that funding may be used for representation on cases that *include* charges on qualifying offenses, but represented individuals need not be *exclusively* charged with qualifying offenses. State OPD understands that individuals are often charged with multiple offenses under the same case number. In such cases, expert services costs will only be reimbursed when the subject of expertise is related to qualifying offenses. Additionally, the legislature limited this funding to representation in courts of limited jurisdiction. Therefore, SPAR funds may not be used for representation of individuals charged with qualifying offenses in a superior court.

Funds awarded may not supplant existing funding for public defense.

Application Timeline:

Completed applications are **due to OPD by November 27, 2023**. State OPD will send preliminary notification of grant awards and denials by December 15, 2023. Signed, completed applications and corresponding documentation should be submitted as an email attachment to Nicole Dodge at nicole.dodge@opd.wa.gov. *Please do not leave any answers blank.*

Application Definitions

Alternatives to Prosecution – An opportunity to depart from the traditional criminal case process of charge to plea of guilty, or conviction or acquittal at trial. Examples might be, but not limited to, stipulated continuances, deferrals, therapeutic courts, or a diversion program. See also, Diversion; Specialty Court; Therapeutic Court.

Case - The filing of a document with the court naming a person as defendant or respondent, to which an attorney is appointed to provide representation.

Case weighting – A system for accounting for complexity, seriousness, or other extraordinary time commitments of certain types of cases and, therefore, adjusting the number of maximum case assignments. A weighting system may compensate for a case type by increasing or decreasing the weight given to a case type. Case weighting systems may only be used if the local government entity adopts and publishes written policies and procedures for implementing such a system.

Consultation – See Representation.

Defendant – The person answering or responding to a criminal charge. The state or city has accused these people of committing a crime, and they are defending themselves against the accusations. In certain cases, the defendant is referred to as the respondent.

Diversion – An agreement or non-specialty court program in which a defendant agrees to participate for some benefit. Typically, a defendant agrees to certain conditions (e.g., not commit any other crimes, abstain from alcohol, stay away from a particular person or place, engage in some sort of treatment evaluation and follow-through) with the understanding that the charge the defendant is facing will either be dismissed or reduced. See also, Pre-File

Diversion; Pre-Trial Diversion; Statutory Pre-File Diversion; Statutory Pre-Trial Diversion Under RCW 69.50.4017.

Pre-File Diversion – A diversion from the criminal legal system by either law enforcement or the prosecutor that takes place before charges are filed against a defendant.

Pre-Trial Diversion – A diversion from the criminal legal system that takes place after charges are filed against a defendant but before a plea is entered, or before proceeding to trial.

Statutory Pre-File Diversion - A diversion from the criminal legal system by either law enforcement or the prosecutor to a program or service that takes place before charges are filed against a defendant as set forth in [RCW 69.50.4011\(3\)\(c\)](#); [69.50.4013\(2\)\(c\)](#); [69.50.4014\(2\)](#); [69.41.030\(2\)\(e\)](#)

Statutory Pre-Trial Diversion under RCW 69.50.4017 - A diversion from the criminal legal system under [RCW 69.50.4017](#) that takes place after charges are filed against a defendant but before a plea is entered, or proceeding to trial.

Indigent – The definition of indigent is set forth in RCW 10.101.010(3). A legal determination of whether someone is indigent is made by a judicial officer in accordance with RCW 10.101.010. Generally, someone is indigent if they receive certain public assistance, is involuntarily committed to a public mental health facility, is receiving income 125% below the federal poverty level, or unable to pay the anticipated costs of defending themselves against the accusations.

Judicial Officer – Includes judges, court commissioners, and those acting in a temporary and limited judicial capacity (i.e., judges pro tem).

Public Defense / Public Defense Services – The entire system of providing legal representation and other services to indigent defendants/respondents. Public defense services encompass administration, investigation, social work, community support, as well as traditional trial defense representation. In Washington, public defense services also include non-criminal matters such as in dependency.

Public Defender or Defense Attorney – An attorney licensed in Washington who represents indigent persons in court proceedings at public expense. A public defender works in a government public defense agency, a non-profit public defense agency, a private firm or solo practice on a contractual basis, or by court appointment.

Qualifying Offenses – Pending charges of or charges of violations of RCW 69.50.4011(1)(b) or (c), 69.50.4013, 69.50.4014, or 69.41.030(2), (b), or (c), or pending charges of or charges of offenses involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drug.

Representation – Representation includes appointment to represent indigent defendants in courts of limited jurisdiction on cases involving qualifying offenses, including in therapeutic or specialty courts; consulting or advising indigent defendants or potential defendants on pre-file or pre-trial diversion options; consulting or advising indigent defendants during the pendency of pre-trial diversion; representation on motions to terminate defendants from pre-trial diversion programs, or specialty or therapeutic courts, or other programs that offer alternatives to prosecution.

SPAR Program – State OPD’s Simple Possession Advocacy and Representation Program

Specialty Court – See “Therapeutic Court.”

Supplanting Funds – Use of state funds to replace existing city funds for public defense. For a simple example, if the jurisdiction budgets \$100,000 for public defense, and subsequently receives SPAR funds in the amount of \$20,000, jurisdictions are prohibited from reducing their county-funded public defense budgets by \$20,000 during the period for which it receives funds.

Therapeutic Court – A court utilizing a program or programs structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to reduce child abuse and neglect, out-of-home placements of children, termination of parental rights, and substance abuse and mental health symptoms among parents or guardians and their children through continuous and intense judicially supervised treatment and the appropriate use of services, sanctions, and incentives

WSBA – Washington State Bar Association.

Evaluation of Applications:

The attached Appendix A provides details on the evaluation factors considered by State OPD in selecting award recipients and determining award amounts.

Technical Assistance for SPAR Program:

State OPD staff is available to work with jurisdictions regarding compliance with these funds. State OPD will have a SPAR Attorney Trainer on staff to serve as a resource for SPAR public defenders.

Through its Public Defense Improvement Program (administering funds under RCW 10.101), State OPD also has available a variety of [resources for assistance in implementation of the Standards](#) and caseload limits, such as an FAQ on the Standards, web tutorials, sample caseload calculators, and a customizable model misdemeanor case weighting policy.

For information regarding the SPAR Program or this application process, contact:

Grace O’Connor, SPAR Supervising Attorney, Grace.oconnor@opd.wa.gov, 360-586-3164, x.151
Nicole Dodge, SPAR Program Analyst, Nicole.dodge@opd.wa.gov, 360-586-3164, x.114.

We look forward to working with you to implement this new funding in Washington State.

City of College Place, Washington
RESOLUTION NO. 24-020

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
REGARDING CONTRACTING WITH RACHEL CORETZ LAW FOR SPAR PROGRAM INDIGENT
DEFENSE SERVICES**

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 is obligated by the Washington state Constitution to provide adequate legal representation to individuals charged with a crime by the City; and

Whereas, Washington state, recognizing the shift in burden of providing criminal defense services from the state and county to the cities due to the enactment of state law reducing simple drug possession crime from a felony to a misdemeanor, has allocated funding for Simple Possession Advocacy and Representation (SPAR) through the Washington state Office of Public Defense, to alleviate the financial burden to cities; and

Whereas, the City applied for and was awarded a SPAR grant in the amount of \$41,500 to reimburse the City for expenditures made for indigent defense services for Qualifying Cases as defined in the SPAR Program Grant Agreement executed January 22, 2024;

Whereas, the City requested statement of qualifications for providing the services contemplated in the SPAR Program and received on satisfactory response from Attorney Rachel Cortez; and

Whereas, it is in the best interest of the public to contract with Rachel Cortez to perform indigent defense services for SPAR Qualifying Cases;

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

1. Authorize the Mayor to sign a contract with Attorney Rachel Cortez for indigent defense services in SPAR Qualifying Cases.

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 9th day of April, 2024.

Attest:

Norma L. Hernández, Mayor

Sherri St. Clair, City Clerk

7.2

CONTRACT FOR CONFLICT PUBLIC DEFENDER CITY OF COLLEGE PLACE

WHEREAS, the City of College Place, Washington (hereinafter "City") provides public defense services pursuant to contract with Primary Public Defenders and a Conflict Public Defender who serve in the event of conflict or when a primary public Defender's case load could exceed Supreme Court Standards and

WHEREAS, a decision by the Federal Court for the Western District of Washington, the Honorable Robert Lasnik, in a case styled *Wilbur v. Mt. Vernon* (hereinafter the "Decision") emphasizes the need for the City to provide indigent defense services to misdemeanor clients in municipal and district courts in a manner which fully complies with the City's obligations under the Sixth Amendment to the United States Constitution, and

NOW THEREFORE,

In consideration of the mutual benefits to be derived and the promises contained herein, the City of College Place, Washington a municipal corporation ("City") and Ponti & Wernette, P.S. – Attorney at Law, ("Conflict Public Defender") who will perform services under this contract have entered into this Agreement.

1. Scope of Services, Standards and Warranties. The Conflict Public Defender will provide indigent defense services in misdemeanor cases. The Conflict Public Defender individually warrants that they, and every Conflict Public Defender and/or intern employed by the Conflict Public Defender to perform services under this contract ("attorney service provider"), has read and is fully familiar with the provisions of the Standards adopted by the City and the Decision. Compliance with these Standards and the Decision goes to the essence of this Agreement.

1.1 The Conflict Public Defender, and every attorney and/or intern performing services under this Agreement shall certify compliance with Supreme Court Rule and governing case load quarterly with the Walla Walla District Court (hereinafter "Municipal Court") on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Conflict Public Defender and every attorney and/or intern performing services under this agreement warrants that he/she shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his/her practice as a whole, including other contracts for public defense and/or private practice.

1.2 Conflict Public Defender will maintain contemporaneous records on a daily basis documenting all work performed on a 1/10th of an hour basis on each assigned case. Conflict Public Defender will maintain and provide to the City a quarterly report detailing:

- 1.2.1 the number of cases assigned during the period and the time spent on each case;
- 1.2.2 the disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed of by plea;
- 1.2.3 the number of cases in which a motion was brought with the Court as well

as cases in which a motion was filed with the prosecutor and a reduced sentence or dismissal was negotiated;

1.2.4 the number of cases in which an investigator was utilized;

1.2.5 the number of cases which were set for trial including cases in which the defendant failed to appear;

1.2.6 the number and type of criminal cases handled outside of this contract (including cases assigned by another public entity); and

1.2.7 the percentage of the Conflict Public Defender's practice spent on civil or other non-criminal matters.

1.3 The Conflict Public Defender further warrants that their proposal, reflected in Section 2. Compensation, reflects all infrastructure, support, administrative services, routine investigation, and systems necessary to comply with the Decision and Standards except as provided in Section 2.4 below.

1.4 In addition to the detailed time reports referenced in Section 1.2 and its subsections, the Conflict Public Defender shall provide quarterly reports to the City regarding the training provided to each attorney/service provider and the time spent by the Conflict Public Defender supervising each attorney/service provider. Supervision shall be provided in accord with standards by a supervisor without a workload or with an appropriately reduced workload.

1.5 The Conflict Public Defender promises that they will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Decision and/or the Standards.

2. Base Compensation. Effective upon execution, the City shall pay to the Conflict Public Defender for services rendered under this Contract the sum of three hundred and fifty (\$350) per case for conflict and overflow assignments primarily in the Municipal Court. The term "case" and "credit" shall be defined in accordance with the Washington State Supreme Court rule and Washington office of Public Defense guidelines. The City adopts an unweighted case count. The Conflict Public Defender will bill the City monthly for services rendered. The City will pay the Conflict Public Defender upon assignment for assigned cases whether by the Court or the City. The Conflict Public Defender will receive assignments from the court in the event of conflict. The City may also assign cases in coordination with primary Public Defender to assure compliance with case load standards.

The compensation amount represents the resources necessary to provide Public Defense services through the undersigned counsel as supplemented in Section 2.2 and the subparagraphs that follow, along all infrastructure, support, and systems necessary to comply with the Standards and Decision including by way illustration and not limitation, training, research, secretarial and office facilities. The parties believe that they have provided sufficient capacity through this contract as well as contracts with other counsel for conflict and overflow public defense cases, to ensure that, in all respects and at all times, public defense service will comply with the Standards and Decision. The parties understand and agree that the Conflict Public Defender maintains a private practice and serves other communities.

2.1 Base Compensation. Except as expressly provided in Section 2.2 and the subparagraphs that follow, the cost of all infrastructure, administrative support and systems, as well as standard overhead services necessary to comply with the established standards, are

included in the base payment provided in Section 2 above.

2.2 Payments in Addition to the Base Compensation. The City shall pay \$150 per hour for any time expended on trial or appeal as outlined in proposal given to the City by Ponti & Wrnette, P.S. on February 4th, 2019.

3. Term. The term of this agreement shall be from the date of execution for a three- year initial term through April 1st, 2022, unless sooner terminated as provided herein. The term of this contract may be extended for an additional two years at the City's option and with the approval of the Conflict Public Defender.

3.1 For Cause. This agreement may be terminated for good cause for violation of any material term of this agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of court, the ethical obligations established by the Washington State Bar Association, the willful disregard of the rights and best interests of the client, a willful violation of the Standards or the Decision, the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney or any Conflict Counsel providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Conflict Counsel who shall have thirty (30) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

3.3 Obligations survive Termination. In the event of termination of this agreement, the following obligations shall survive and continue:

3.3.1 Representation. The compensation established in this agreement compensates Conflict Public Defender on an hourly basis for services relating to each and every assigned case. Therefore, in the event this agreement is terminated, the Conflict Public Defender will continue to represent clients on assigned cases until either:

3.3.1.1 For those matters set for trial within sixty (60) calendar days of the final contract date, through trial or the failure of the defendant to appear (FTA) for trial, or

3.3.1.2 For all other matters, for a period of thirty (30) days, provided, however, that if the defendant fails to appear (FTA) for a court appearance, the Conflict Public Defender may withdraw following the FTA.

3.3.2 The provisions of sections 1 and 5, as well as this subsection 3.4 survive termination as to the Conflict Public Defender. The City shall remain bound by the provisions of Sections 2 and 2.4 with respect to additional fees and costs incurred with respect to cases concluded after the termination of this contract.

4. Nondiscrimination. Neither the Conflict Public Defender nor any person acting on behalf of the Conflict Public Defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and

available to perform the work to which the employment relates, or in the provision of services under this agreement.

5. Indemnification. The Conflict Public Defender agrees to hold harmless and indemnify the City, its officers, officials agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Conflict Public Defender's fees or awards, and including claims by Conflict Public Defenders own employees to which Conflict Public Defender might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Conflict Public Defender, their officers or agents.

It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Conflict Public Defender's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

The City agrees to hold harmless and indemnify the Conflict Public Defender, their officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Conflict Public Defender's fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City, its officers or agents.

This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Conflict Public Defender shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Conflict Public Defender, or the agents, representatives, employees, or subcontractors of the Conflict Public Defender.

6.1 Verification of Coverage. Conflict Public Defender shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work. Policies shall provide thirty (30) days written notice of cancellation to the City.

7 Work Performed by Conflict Public Defender. In addition to compliance with the Standards, in the performance of work under this Agreement, Conflict Public Defender shall comply with all federal, state and municipal laws, ordinances rules and regulations which are applicable to Conflict Public Defender's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8 Work Performed at Conflict Public Defender's Risk. Conflict Public Defender shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Attorney's own risk, and the Conflict Public Defender shall be responsible for any loss or damage to materials, tools, or other articles used or held in

connection with the work. Conflict Public Defender shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, no Subcontracting. This Agreement has been entered into in consideration of the Conflict Public Defender's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Conflict Public Defender has personally signed this Agreement below to indicate that they are bound by its terms. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the Conflict Public Defender without the express written consent of the City shall be void.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Conflict Public Defender. An additional attorney may be added to this Agreement by adding his or her signature to these agreements.

11. Entire Agreement; Prior Agreement Superseded. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. Upon execution, this Agreement shall supersede any and all prior agreements between the parties.

12. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

CONTRACT ADMINISTRATOR
Mike Rizzitiello
City Administrator
625 S. College Avenue
College Place, Washington, 99324
Email: mrizzitiello@cpwa.us
Phone: 509-394-8506

CONFLICT PUBLIC DEFENDER
Ponti & Wernette, P.S.
103 E. Poplar Street
Walla Walla, Washington, 99362
Email: plucker@mpwvlaw.com
Phone: 509-529-9277

13. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

14 Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Contract Administrator, whose decision shall be final. Provided, however, that any complaint regarding any violation of the Standards set forth by the City or which relate in any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the City's Municipal/District Court or to the Washington State Bar Association as appropriate. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Conflict Public Defender and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable Conflict Public Defender's attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Walla Walla County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day of

February 26, 2019.

CITY OF COLLEGE PLACE

By: 

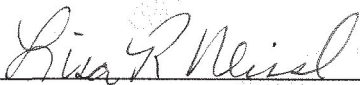
Harvey Crowder, Mayor

CONFLICT PUBLIC
DEFENDER

By: 

Ponti & Wernette P.S.

ATTEST/AUTHENTICATED:

By: 

City Clerk, Lisa Neissl

March 6, 2019

City of College Place
ATTN: City Clerk
625 S. College Ave.
College Place, WA 99324

Re: Conflict Public Defender Contract

Dear Ms. Neissl:

Enclosed please find the original Contract for Conflict Public Defender for the City of College Place that has now been signed by attorney Cober C. Plucker. Also enclosed is a copy of our firm's Lawyers Professional Liability Policy for your records.

If you need anything else from us, please do not hesitate to contact us.

Thank you.

Very Truly Yours,

PONTI & WERNETTE, P.S.



STACEY BERG
Legal Assistant

Enclosures



**LAWYERS PROFESSIONAL LIABILITY POLICY
DECLARATIONS**

Agency:
775233

Branch:
912

Policy Number:
287140860

Insurance is provided by Continental Casualty Company,
333 S. Wabash Ave. Chicago IL 60604
A Stock Insurance Company.

1. NAMED INSURED AND ADDRESS:

Ponti & Wernette, P.S.
103 E Poplar Street
Walla Walla, WA 99362

NOTICE TO POLICYHOLDERS:

This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage with your insurance agent or broker.

2. POLICY PERIOD:

Inception: 06/01/2018
at 12:01 A.M. Standard Time at the address shown above

Expiration: 06/01/2019

3. LIMITS OF LIABILITY:

Inclusive of Claims Expenses

Each Claim: \$1,000,000

Aggregate: \$2,000,000

Death or Disability and Non-Practicing
Extended Reporting Period Limit of Liability:

Each Claim: \$1,000,000

Aggregate: \$2,000,000

4. DEDUCTIBLES:

Inclusive of Claims Expenses

Aggregate: \$5,000

5. POLICY PREMIUM:

Annual Premium:

PLEASE READ THIS POLICY
CALL US WITH ANY QUESTIONS
McDONALD ZARING INSURANCE
(509) 525-5730
1-800-759-0910

\$14,647.00

Total Amount:

\$14,647.00

Includes CNA Risk Control Credit of

\$ 0.00

Includes Lawyers Data Breach and Network Security Premium, see coverage endorsement if applicable

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

G-118011-A (Ed. 06/2015), G-118012-AC (Ed. 03/1999), G-118016-ACC (Ed. 12/2011), G-118024-A (Ed. 04/2008),
G-118039-A46 (Ed. 01/2012), G-118063-A46 (Ed. 05/2008), G-118064-A46 (Ed. 09/1996)

7. WHO TO CONTACT:

To report a claim:
CNA – Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317
Fax: 866-773-7504 / Online: www.cna.com/claims
Email: SpecialtyProNewLoss@cna.com
Lawyers Claim Reporting Questions: 800-540-0762

Authorized Representative

05/24/2018

Date



Continental Casualty Company
333 S. Wabash Ave.
Chicago, IL 60604

LAWYERS PROFESSIONAL LIABILITY POLICY

ATTORNEY SCHEDULE

Policy Number: 287140860

Name of Each Lawyer

Cober C Plucker

Gary Ponti

John M. Reese

Richard Wernette

COMMERCIAL PROPERTY

Insurance Company: The Cincinnati Insurance Company
Policy Period: 4/1/2018 to 4/1/2019

Coverage Detail

SUBJECT		AMOUNT	VAL	CO- INS %	CAUSE OF LOSS	DED
Loc #: 1	Bldg #: 1	103 E Poplar St • Walla Walla, WA 99362				
Attorney Office Building		\$833,000	R	90%	Special	500
Business Personal Property		\$357,000	R	90%	Special	500
Power Expanded Plus Coverage		\$150,000				

Additional Interests

LOC#	INTEREST	NAME
1		Pitney Bowes Credit Corp



A. FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE
Simple Possession Advocacy and Representation (SPAR) Program Funding Agreement

1. Recipient City of College Place 625 S College Ave College Place, WA 99324	2. Recipient Representative Rea Culwell City Attorney City of College Place 625 S College Ave College Place, WA 99324
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Grace O'Connor Supervising Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. Agreement Amount \$41,250.00	6. Agreement Period January 1, 2024 through June 30, 2024
7. Purpose The purpose of this Agreement is to provide reimbursement to counties for the cost of providing defense counsel Consultation and Representation for defendants facing charges or charged with simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with Second Engrossed Second Substitute Senate Bill 5536, Chapter 1, sec. 35, sec. 39, <i>Laws of 2023</i> .	
8. Acknowledgement, Incorporation by Reference, and Execution The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and execute this Agreement as of the date the last signatory signed. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, General Terms and Conditions.	
FOR RECIPIENT <u>Rea Culwell</u> Rea Culwell (Jan 22, 2024 10:49 PST) Rea Culwell City Attorney Name, Title Jan 22, 2024 Date	FOR OPD <u>Grace O'Connor</u> Grace O'Connor (Jan 22, 2024 10:57 PST) Grace O'Connor, Supervising Attorney Jan 22, 2024 Date

B. SPECIAL TERMS AND CONDITIONS

1. AGREEMENT MANAGEMENT

- a) The Representative for each of the parties will be responsible for and will be the contact person for all communications regarding the performance of this Agreement.
- b) The Representative for OPD and their contact information are identified on the Face Sheet of this Agreement.
- c) The Representative for Recipient and their contact information are identified on the Face Sheet of this Agreement.

2. REIMBURSEMENT

- a) Subject to Exhibit B, Section 4, OPD shall reimburse for authorized expenses as identified in Exhibit B, Section 7, Authorized Reimbursable Expenses.

3. ALLOCATED MAXIMUM REIMBURSEMENT AMOUNT

- a) The maximum amount Recipient may be reimbursed for authorized expenses shall not exceed \$41,250.00.
- b) Subject to the availability of funds, and upon mutual agreement, Recipient and OPD may amend this Agreement in writing to increase the allocated maximum reimbursement amount.

4. TERMS OF REIMBURSEMENT

- a) OPD will reimburse Recipient upon acceptance of expenses and receipt of properly completed invoices. Recipient shall submit invoices to the Representative for OPD monthly, and subject to the invoicing schedule included in Section 4.h. of this agreement.
- b) An invoice form will be provided to Recipient by OPD. Recipient shall provide sufficient documentation accompanying the invoice to prove, to OPD's satisfaction, the costs incurred by Recipient and to allow OPD to determine that the costs were for Authorized Reimbursable Expenses. Sufficient documentation will include a description of the work performed, including case numbers, during the time period. Sufficient documentation demonstrating costs incurred by Recipient may include, but is not limited to, salary pay stubs or invoices for contracted services. OPD reserves the right to amend the invoice form at any time.
- c) Payment will be considered timely if made by OPD within 30 calendar days after receipt of properly completed invoices. OPD shall send payment to the address designated by Recipient and associated with Recipient's Statewide Vendor Number SWV0028965-00.
- d) OPD may, in its sole discretion, terminate this Agreement or withhold payments claimed by Recipient for services rendered if Recipient fails to satisfactorily comply with any term or condition of this Agreement.
- e) OPD shall not make any payments in advance or in anticipation of services or supplies to be provided under this Agreement.
- f) Recipient agrees to report whether it will be unable to spend any allocated maximum reimbursement amount during the Agreement Period, or if Recipient anticipates a need to

increase the allocated maximum reimbursement amount. Any request to increase the allocated maximum amount will be subject to Section 3(b) of this Exhibit. OPD reserves the right to reallocate funds to other jurisdictions that Recipient reports as unable to be spent.

- g) Reimbursable expenses must be incurred between August 15, 2023 and June 30, 2024. Recipient shall bear the cost of and ensure continued Consultation and Representation for all individuals who are being represented by Recipient's attorneys on Qualifying Cases when the agreement period ends.
- h) OPD's fiscal year runs from July 1 to June 30 of each year, and OPD is unable to pay expenses from a previous fiscal year with the following fiscal year's budget. Accordingly, Recipient must submit invoices for costs incurred between August 15, 2023 and June 30, 2024, by August 1, 2024.

5. **DUPLICATION OF BILLED COSTS**

Recipient shall not bill OPD for services performed under this Agreement, and OPD shall not pay Recipient, if Recipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

6. **DISALLOWED COSTS**

Recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors or subcontractors.

7. **AUTHORIZED REIMBURSABLE EXPENSES**

- a. Recipient is authorized to seek reimbursement for the following costs, subject to the provisions in Exhibit B, Section 2 and Section 4:
 - 1. Compensation for attorney Representation on Qualifying Cases;
 - 2. Compensation for attorney Consultation on Qualifying Cases;
 - 3. Support staff time devoted to assisting and supporting attorney Representation and Consultation on Qualifying Cases;
 - 4. Investigation costs associated with Qualifying Cases;
 - 5. Expert services where the scope of the expert's expertise is related to a Qualifying Charge.
 - 6. Compensation for attorney Representation on an appeal undertaken according to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ) pertaining to an issue arising from a Qualifying Charge.

8. **OVERSIGHT**

- a) Over the duration of the agreement term, OPD may conduct site visits for purposes of ensuring the use of funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and county representatives.

9. **DEFINITIONS**

- a. "Alternatives to Prosecution" means an opportunity to depart from the traditional criminal case process of charge to plea of guilty, or conviction or acquittal at trial. Examples include, but are not limited to, stipulated continuances, deferrals, Therapeutic courts, Specialty courts, or Pre-file or Pre-trial diversion programs.

- b. "Consultation" means advising indigent individuals on Pre-File or Pre-Trial Diversion options where the individual is facing a Qualifying Charge. Consultation also means advising indigent individuals, who face or faced Qualifying Charges, during the pendency of pre-trial Diversion.
- c. "Diversion" means an opportunity for an individual facing Qualifying Charges to depart from the criminal legal system, with the understanding that the individual will not be arrested, or that a charge the individual may be facing will either be dismissed or reduced.
- d. "Pre-File Diversion" means an opportunity for an individual facing Qualifying Charges to depart from the criminal legal system, initiated by either law enforcement or the prosecutor, that takes place before charges are filed against the individual. A Pre-File Diversion may be, but need not be, organized under RCW 69.50.4011(3)(c), 69.50.4013(2)(c), 69.50.4014(2), or 69.41.030(2)(e).
- e. "Pre-Trial Diversion" means an opportunity for a defendant charged with Qualifying Charges to depart from the criminal legal system after charges are filed against a defendant but before a plea is entered, or before proceeding to trial. A Pre-Trial Diversion may be, but need not be, organized under RCW 69.50.4017.
- f. "Qualifying Charge" means pending charges of or charges of violations of RCW 69.50.4011(1)(b) or (c); 69.50.4013; 69.50.4014; 69.41.030(2), (b), or (c); or pending charges of or charges of offenses under local ordinances involving allegations of possession or public use of a controlled substance; counterfeit substance; or legend drug.
- g. "Qualifying Case" means a proceeding filed against an indigent defendant in a court of limited jurisdiction in which at least one of the charges filed, either originally or as amended, is a Qualifying Charge, even if later dismissed.
- h. "Representation" means appointment to represent indigent defendants in courts of limited jurisdiction on Qualifying Cases, including in therapeutic or specialty courts. Representation also means appointment on motions to terminate defendants from Pre-File Diversion programs, Specialty or Therapeutic courts, or other programs that offer Alternatives to Prosecution.
- i. "Specialty or Therapeutic Court" means a court utilizing a program or programs structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to reduce address substance use disorder or mental health conditions in defendants through continuous and judicially supervised treatment and the appropriate use of services, sanctions, and incentives.

10. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and court rules
- b. Exhibit B, Special Terms and Conditions
- c. Exhibit C, General Terms and Conditions

C. GENERAL TERMS AND CONDITIONS

1. **ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

2. **AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by Recipient without prior written consent of OPD.

5. **ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.

6. **CONFORMANCE**

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Agreement, the Parties shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. **INDEMNIFICATION**

To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless the state of Washington and OPD, to include OPD's officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement. Except that, Recipient shall not be responsible in any way for claims or damages for injuries to persons or property or death arising out of or incidental to OPD's negligence or intentional acts or inactions to the fullest extent permitted by law.

10. **LAWS**

OPD and Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Agreement, OPD and Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of Recipient's or OPD's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part by the non-offending Party.

12. **RECAPTURE**

In the event that Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to

compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. **RECORDS MAINTENANCE**

Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. **RIGHT OF INSPECTION**

At no additional cost all records relating to Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. Recipient shall provide access to its facilities for this purpose.

15. **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

16. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.

City of College Place SPAR Agreement GRT24053

Final Audit Report

2024-01-22

Created:	2024-01-18
By:	Nicole Dodge (nicole.dodge@opd.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoW62GCD46tD9vkomtGkxXxerCa7dE0g5

"City of College Place SPAR Agreement GRT24053" History

-  Document created by Nicole Dodge (nicole.dodge@opd.wa.gov)
2024-01-18 - 0:29:39 AM GMT- IP address: 198.238.203.27
-  Document emailed to rculwell@cpwa.us for signature
2024-01-18 - 0:30:32 AM GMT
-  Email viewed by rculwell@cpwa.us
2024-01-18 - 0:57:19 AM GMT- IP address: 74.85.64.82
-  Signer rculwell@cpwa.us entered name at signing as Rea Culwell
2024-01-22 - 6:49:04 PM GMT- IP address: 74.85.64.82
-  Document e-signed by Rea Culwell (rculwell@cpwa.us)
Signature Date: 2024-01-22 - 6:49:06 PM GMT - Time Source: server- IP address: 74.85.64.82
-  Document emailed to grace.oconnor@opd.wa.gov for signature
2024-01-22 - 6:49:07 PM GMT
-  Email viewed by grace.oconnor@opd.wa.gov
2024-01-22 - 6:54:51 PM GMT- IP address: 146.75.136.1
-  Signer grace.oconnor@opd.wa.gov entered name at signing as Grace O'Connor
2024-01-22 - 6:57:34 PM GMT- IP address: 73.225.41.114
-  Document e-signed by Grace O'Connor (grace.oconnor@opd.wa.gov)
Signature Date: 2024-01-22 - 6:57:36 PM GMT - Time Source: server- IP address: 73.225.41.114
-  Agreement completed.
2024-01-22 - 6:57:36 PM GMT

**SPAR PROGRAM INDIGENT DEFENSE SERVICES AGREEMENT
CITY OF COLLEGE PLACE**

THIS AGREEMENT is made and entered into effective as of the date of execution by both Parties between the CITY OF COLLEGE PLACE, a municipal corporation of the State of Washington, hereinafter referred to as "CITY", and Attorney Rachel Cortez, hereinafter referred to as "ATTORNEY".

NOW, THEREFORE, it is agreed by the parties as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide for reimbursable services of defense counsel Consultation and Representation, as defined in CITY of College Place SPAR Grant Agreement dated January 22, 2024, a copy of which is attached hereto as Exhibit "A", its contents and meaning fully adopted and incorporated into this Agreement, for criminal defendants facing charges or charged with simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), as adopted by the CITY at College Place Municipal Code Chapter 9.04 (Qualifying Cases).
2. **SCOPE OF SERVICE.** Except as set out below, ATTORNEY shall be responsible for representing or providing legal Consultation and Representation for Qualifying Cases in the CITY of College Place before the Walla Walla County District whenever publicly provided counsel for such person is required by the constitution or laws of the United States or the State of Washington and such representation has not been lawfully waived. A for a case to be a Qualifying Case, it must be filed with the court naming a person as defendant or respondent, to which an ATTORNEY is appointed in order to provide representation OR, a matter in which a complaint or citation is not filed in court, but the individual faces the possibility of being charged with a crime which, if charged would result in a Qualifying Case and the CITY requests ATTORNEY represent the individual facing the possibility of charges. In the event a change of venue is granted to a person for whom ATTORNEY is to provide representation pursuant to this Agreement, ATTORNEY shall continue to represent such person in that court with no additional compensation over the Agreement price.
 - a. **Warranties:** ATTORNEY will provide indigent defense services in accordance with the Standards for Indigent Defense, hereinafter referred to as "Standards", adopted by the Washington State Supreme Court, as the same exist or are hereafter amended. ATTORNEY warrants that she, and every ATTORNEY, clerk, intern and the like employed by ATTORNEY to perform services under this Agreement, has read and fully understands the provisions of these Standards. Compliance with these Standards goes to the essence of this Agreement. ATTORNEY, and every ATTORNEY, clerk, intern and the like performing services under this Agreement, shall certify compliance quarterly with the Walla

Walla County District Court on the form established for that purpose by the Standards for Indigent Defense. A copy of each and every such certification shall be provided to the CITY Administrator contemporaneously with filing with the Walla Walla County District Court and the same shall be available for inspection by the public.

- b. Appeals. Whenever a person represented by ATTORNEY demands an appeal from a matter filed in the Walla Walla County District Court, ATTORNEY shall assist said person in perfecting the appeal and shall represent said person in Superior Court or subsequent remands to College Place Municipal Court. (C) Show Cause Docket. ATTORNEY shall appear at the Walla Walla County District Court's Show Cause Docket, at the direction of the Judge or as otherwise indicated, whenever a defendant requests or requires legal representation. Appointment to a Show Cause shall count towards ATTORNEY's caseload as subject to the Standards. ATTORNEY's obligation in this regard does not include an obligation to monitor a defendant's compliance with probation conditions or to provide continuous representation to defendants after entry of judgment and sentence. Nothing herein shall be construed as limiting ATTORNEY's obligation to represent defendants in show cause proceedings or the ATTORNEY's right to withdraw from a case after entry of a judgment and sentence or completion of an appeal and subsequent remand.
 - c. Therapeutic/Community Court. Whenever ATTORNEY is representing a person in a Qualifying Case, ATTORNEY shall fully participate in representation of client through any Therapeutic/Community Court Program. Such programs will require additional court hearings and preparations for the same and ATTORNEY is obligated to perform such additional work. ATTORNEY shall also facilitate the transfer and sharing of non-attorney-client/work product privileged information from treatment providers, community program facilitators, employers, and educational institutions to the Court and shall advocate for services on behalf of their client. ATTORNEY specifically understands that the base rate per case is significantly larger than the average rate paid per case for misdemeanor crimes in Walla Walla County because it is expected that Qualifying Cases will require more work hours than the average non-Qualifying Case.
3. MANNER OF SERVICE. ATTORNEY shall contact and meet with the client and shall maintain file notes to confirm the same. Services provided by ATTORNEY pursuant to this Agreement shall be performed in a prompt, professional, skilled, and competent manner consistent with the laws of the State of Washington, the rules adopted by the State Supreme Court, the minimum standards set forth by the American Bar and Washington State Bar Association, the Rules of Professional Conduct, case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. ATTORNEY's primary and most fundamental responsibility shall be to

promote and protect the interests of the client. Services to be provided by ATTORNEY, insofar as applicable and necessary in any given case, shall include counseling, investigation, preparation of motions and court papers, hearings and trial work, post-trial motions and such other services as would normally be provided by competent private counsel. In addition, due to the nature of Qualifying Cases, ATTORNEY shall participate in any and all therapeutic and/or community court programs in which a Qualifying Case is referred, to include advocacy on behalf of the client to promote behavioral health treatment,

4. ADMINISTRATIVE COSTS, SUPPORT SERVICES AND INFRASTRUCTURE. The ATTORNEY shall provide for adequate administrative support, including but not limited to:
 - a. Travel, law library and/or electronic research capabilities, financial accounting, case management systems, computers, word processing equipment and software, office space and supplies.
 - b. Private offices and/or conference rooms which allow the maintenance of confidentiality. ATTORNEY shall maintain an office within the corporate limits of the CITY of Walla Walla or the CITY of College Place; provided, however, that if ATTORNEY's office is located outside these areas the ATTORNEY may, in lieu of maintaining such an office, use CITY facilities for the purpose of conducting client interviews during normal business hours.
 - c. A telephone system, internet access and postal address.
 - d. Adequate staffing under the Agreement. An adequate staff includes the provision for investigative services, legal assistance, accounting services, case management services and/or programs and access, when needed, to the services of a social worker, mental health professional and translator.
5. PERFORMANCE AND MONITORING. The ATTORNEY shall maintain a case reporting system. Such system shall have the capability to provide periodic reports to the CITY regarding the caseloads generated under this Agreement for each ATTORNEY and intern providing services under the Agreement, including case name, type of case, time expended handling the case, motions filed, disposition and history. Further, ATTORNEY agrees to provide the Court with a record of time and expenses incurred in the representation of a defendant at the time of sentencing in those cases where recoupment of all or a portion of the ATTORNEY's fees is deemed appropriate by the Court.
6. CASELOAD LIMITS. ATTORNEY and her associates shall comply with all caseload limitations imposed pursuant to the Court Rules and the Standards for Indigent Defense adopted by the Washington State Supreme Court, the ATTORNEY is not a full-time

public defense ATTORNEY inasmuch as she also maintains a private law practice. Currently the maximum number of misdemeanor cases that a full-time public defense ATTORNEY is permitted to handle under the Standards is 400 annually. ATTORNEY represents that the number of indigent misdemeanor cases that she handles on an annual basis does not exceed in number a number derived by multiplying the amount of time she spends on misdemeanor cases annually by 400 and then dividing the product by the amount of time she spends on all of the cases she handles annually. To facilitate the caseload limits computation, ATTORNEY shall report all of her public defense Agreements and hours billed for nonpublic defense legal services, including number and types of private cases. ATTORNEY certifies that she will not accept a greater number of cases (or a proportional mix of different case types) than specified in Standard 3.4, prorated if the amount of time spent for indigent defense is less than full time, and taking into account the applicable case counting system.

7. PAYMENT. In consideration for ATTORNEY's performance hereunder, including the completion of all cases and matters covered by the Agreement as of the date of any termination, CITY shall pay ATTORNEY as follows:
 - a. Base Rate: \$1000
 - b. Hourly Rate after first 5 hours: \$190/hour

ATTORNEY shall invoice the CITY using such forms and systems as directed by the CITY. Invoicing shall be done at once a month until any termination of this Agreement or should the SPAR grant funds be expended in their entirety.

The City shall pay all invoices within 30 days of submission to the City with sufficient information for the City to obtain reimbursement from the SPAR Program.

ATTORNEY warrants that the compensation provided is sufficient to provide adequately for the training, administrative and staff services, and infrastructure required by Washington State Standards for Indigent Defense, Court Rule and the State and Federal Constitution. In appropriate situations extra compensation shall be made available for case of extraordinary complexity. Prior to incurring costs for experts ATTORNEY shall make application to the CITY Administrator. Further, this Agreement shall be evaluated on a yearly basis to ensure that the caseloads and compensation under the current Agreement are comparable. In the event that further compensation is not warranted based on the case number for the year.

Should the Spar Program reject in whole or in part any reimbursement for payment to ATTORNEY, ATTORNEY shall work with the CITY to supplement the reimbursement submission for acceptance for reimbursement by the SPAR Program.

Should the Spar Program rejection be based on the base and/or hourly rate set in this section, ATTORNEY and CITY shall mutually negotiate new rate(s) to satisfy the SPAR Program reimbursement criteria.

8. TRAINING. The ATTORNEY shall comply with the Training requirement in the Standards for Indigent Defense Services as currently enacted and as later amended, but in any event, shall complete at least 7 hours of criminal defense legal training annually.
9. COMPLAINTS. The ATTORNEY shall advise each indigent public defense client of their right to make a complaint if the client feels that ATTORNEY is not providing the client with adequate public defense services. Complaints shall be directed to the CITY Administrator and the Administrator or his designee shall promptly investigate the same and report back to the complainant.

10. TERMINATION.

- a. Termination without cause. This Agreement may be terminated by either party without cause, after ninety (90) days written notice has been delivered to the other party. ATTORNEY agrees to complete all pending cases and matters that have been set probation hearing or have been appealed as of the date of any termination.
- b. Termination for cause. Except as provided in the preceding paragraph, termination of the Agreement shall occur only for "good cause." Good cause shall include the failure of the ATTORNEY to render adequate representation to clients, the willful disregard of the rights and best interests of the client, and the willful disregard of applicable professional Standards. Termination may also occur for violation of this Agreement, provided, however, ATTORNEY shall be provided reasonable opportunity, following notice, to cure any technical Agreement violations that do not impair the provision of quality representation to the indigent client.
- c. Termination by Court of Competent Jurisdiction. If a court of competent jurisdiction rules that ATTORNEY is incapable of providing competent legal representation, this Agreement shall automatically terminate. However, at CITY's discretion, such agreement may continue until the validity of any lower court ruling has been ultimately determined on appeal. Removal by the court of counsel from representation normally should not occur over the objection of the ATTORNEY and the client.

- d. INITIAL TERM AND RENEWAL, The initial term of ATTORNEY's performance shall commence upon signature of both Parties, and shall terminate on June 30, 2025, both dates inclusive,
11. DETERMINATION OF INDIGENCY. For the purposes of this Agreement a person is indigent when a Walla Walla County District Court Judge determines the person indigent and qualifying for the services of defense counsel at no or reduced cost to the person
12. ACCESSABILITY. ATTORNEY shall provide the College Place Police Department the name and 24-hour local or otherwise toll-free telephone number of ATTORNEY to be provided to persons in custody claiming the right to publicly-provided legal counsel.
13. ASSOCIATED ATTORNEYS. ATTORNEY may designate one or more licensed ATTORNEYS, including those authorized to practice under APR 9, to associate with ATTORNEY in the performance of this Agreement. Any ATTORNEY so designated shall be responsible for the performance of this Agreement in the same manner as ATTORNEY.
14. CONFLICT COUNSEL. In the event that alternative or Conflict Counsel is required to be assigned, the Public Defender shall bear no part of the costs associated with the appointment of an alternative or Conflict Counsel.
15. ASSIGNMENT. ATTORNEY shall not assign or subcontract her responsibility for performance of this Agreement without the prior written approval of CITY.
16. INSURANCE-INDEMNIFICATION AND HOLD HARMLESS.
- a. Insurance. During the life of this Agreement, ATTORNEY shall maintain errors and omissions insurance and shall include anyone else acting for or on behalf of ATTORNEY in the performance of this Agreement, as an additional named insured on any such policy. Such insurance shall be obtained from any insurance company authorized to do business as such in the State of Washington and shall have policy limits of \$250,000.00 or more. At the time performance commences hereunder, ATTORNEY shall submit evidence that such insurance is in force and that such insurance will not be canceled without first giving 30 days' written notice to CITY.
 - b. Indemnification. ATTORNEY covenants and agrees to indemnify and hold harmless CITY and any of CITY's officers, employees and agents from any loss, damage, costs, charge or expense whether direct or indirect and whether to persons or property to which CITY or agents may have been put or subjected by reason of any act, action, neglect, omission or default on the part of ATTORNEY or anyone acting for, on behalf of, or at the direction of ATTORNEY in the performance of this Agreement.

- c. Defense of claims. In case any suit or legal proceedings shall be brought against CITY or any of CITY's officers, employees or agents at any time on account of or by reason of any act, action, neglect, omission or default of ATTORNEY or anyone acting for, on behalf of, or at the direction of ATTORNEY, ATTORNEY hereby covenants and agrees to assume the defense thereof and to defend the same at ATTORNEY's own expense and to pay any and all costs, charges, ATTORNEY's fees and other expenses and any and all judgments that may be incurred by or obtained against CITY or any of CITY's officers, employees or agents in such suits or other proceedings.

17. NON-DISCRIMINATION.

- a. Non-Discrimination in Employment. During the performance of this Agreement, ATTORNEY shall comply with the Washington "Law against Discrimination" and all federal laws against discrimination. Satisfactory performance of this clause by ATTORNEY shall include, but not be limited to, the following:
 - i. During the performance of this Agreement, ATTORNEY shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, creed marital status, age, or the presence of any sensory, mental, or physical handicap;
 - ii. ATTORNEY shall ensure that applicants who are employed are treated during employment without discrimination because of their race, color, religion, sex, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap. Performance under (i) and (ii) above shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other form of compensation, and programs for training including apprenticeships, unless such distinctions are based upon a bonafide occupational qualification.
- b. Non-Discrimination in Subcontracting. If subcontracting is authorized as provided in this Agreement, any Agreement or subcontract resulting therefrom must include appropriate safeguards against discrimination in employment binding upon each Agreement or subcontractor. ATTORNEY will take such action with respect to any Agreement or subcontract, or purchase order as may be required to ensure full compliance with RCW 49.60, and any applicable federal law against discrimination in employment including sanctions for noncompliance.
- c. Compliance. To ensure compliance with the non-discrimination clause set out herein, ATTORNEY will permit access to her records of employment,

employment advertisements, application forms and other pertinent data and records. Such access shall be by CITY, the Washington state Human Rights Commission, and any applicable federal agency or any appropriate employees, department or agent thereof designated by such federal, state, or local agency respectively, for the purpose of investigation to ascertain compliance with the appropriate non-discrimination laws or this non-discrimination clause.

18. LOWER CASELOAD LIMITS. The Parties are aware of the recent recommendation from the Washington State Bar Association to the Washington State Supreme Court to lower the case load limit from the equivalent of 400 misdemeanor criminal cases a year to 120 misdemeanor criminal cases a year. Should the Supreme Court adopt lower case load limits, the Parties shall, prior to the lower limits taking effect, evaluate the adequacy of the rates paid pursuant to this Agreement to determine if they meet any new caseload standards and if not, shall mutually negotiate one or more new rates or termination of this Agreement.
19. AMENDMENT. This Agreement may be amended from time to time, in whole or in part, by mutual written agreement of the Parties.
20. COOPERATION. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person, entity, or agency not a party to this Agreement challenging the validity of this Agreement or any services performed pursuant to this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. The ATTORNEY shall not settle any lawsuit without the express written consent of the CITY. The CITY shall act in good faith and shall not unreasonably withhold consent to settle.
21. SEVERABILITY. If any term, condition, phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable pursuant to any applicable state or federal statute which became effective after the date of this Agreement's execution, and either Party, in good faith, determines that those effected provision of the Agreement is material to the Party entering into this Agreement, that Party may elect to terminate this Agreement as to all of its obligations remaining unperformed.
22. WASHINGTON LAW AND ATTORNEY FEES. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys fees and costs from the non-prevailing Party. Should a determination be made that both Parties are at fault, each Party shall be responsible for its pro-rata share of reasonable attorneys fees and costs. Venue for any action shall lie in Walla Walla County Superior Court or the US District Court for Eastern Washington.

23. NO THIRD-PARTY BENEFICIARIES. This Agreement is entered into by the City as a benefit to the public as a whole therefore, this Agreement creates no benefit to any third-party and creates no obligation or duty of the City to any third-party.
24. WAIVER. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative a, and in addition to every other remedy provide herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.
25. ANTI-KICKBACK. No officer of employee of the CITY, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
26. FUNDING. Nothing in this Agreement requires the CITY to appropriate future funding and should any finds appropriated at the time of execution of this Agreement be, at the sole discretion of the CITY not expended pursuant to this Agreement, the CITY is not required to expend said funds.

So executed:

CITY OF COLLEGE PLACE

Attorney Rachel Cortez

Norma Hernandez, Mayor

Rachel Cortez

ATTEST:

APPROVED AS TO FORM:

Sherri St Clair, City Clerk

Rea Culwell, City Attorney

City of College Place, Washington

RESOLUTION NO. 24-021

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
REGARDING AMENDING THE CONTRACT FOR CONFLICT PUBLIC DEFENDER**

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 is required to and does provides indigent public defense services to individuals charged with a crime within the CITY who qualify for indigent defense; and

WHEREAS, on February 26, 2019, the CITY entered into an agreement, Contract for Conflict Public Defender City of College Place, (Contract) with the Walla Walla law firm of Ponti & Wernett P.S. (Conflict Public Defender) with an initial term of 3 years through April 1st, 2022 and with the option for a 2 year renewal which was desired by the CITY and agree to by Ponti & Wernette; and

WHEREAS, the Parties desire to extend the Contract and have diligently and fairly negotiated an increased rate of compensation to reflect the services provided which is reflected in the Contract hereinbelow; and

WHEREAS, it is in the best interest of the public served by the City; and

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

1. Authority is hereby given to the Mayor to sign the First Amendment to Contract for Conflict Public Defender.

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.

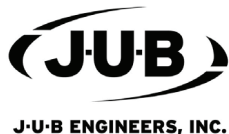
PASSED by the City Council of the City of College Place, Washington, this 9th day of April, 2024.

Attest:

Norma L. Hernández, Mayor

Sherri St. Clair, City Clerk





**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: College Place – WWTP Phase 1 – Construction Phase

CLIENT: City of College Place

J-U-B PROJECT NUMBER: 30-19-004

ATTACHMENT TO:

☒ **AMENDMENT DATED: 4/9/2024**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of College Place owns and operates a Wastewater Treatment Plant (WWTP). The City has secured funding from the Department of Ecology (ECY) and EPA for the design and construction of upgrades to the WWTP. The City has selected J-U-B as the most qualified firm to perform design and construction phase services for this project.

J-U-B has completed the design for Phase 1. The Phase 1 project is expected to be ready for construction bid advertisement in April 2024. Construction is expected to begin in early 2024 and take approximately one year to complete. This contract amendment covers the services that J-U-B will perform during construction.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 8: Construction Phase Services

J-U-B will perform all Construction Administration and Observation services during the Construction Phase. The following tasks will be performed by J-U-B and supplemented by the attached ***Standard Exhibit A – Construction Phase Services.***

1. Subtask 1: Project Management

- a. J-U-B will oversee project tasks and coordinate with the City representatives to manage the scope, schedule, budget, and work plan. Invoices will be prepared and submitted to the City on a monthly basis and include a brief outline of work accomplished during the billing period.
- b. Deliverables:
 - i. Monthly invoices and project status reports.
 - ii. General written and verbal correspondence.

2. Subtask 2: Bid & Award
 - a. J-U-B will assist the City with Bid & Award Phase Services.
3. Subtask 3: Construction Contract Administration
 - b. J-U-B will assist the City with administration of the construction contract with the contractor. The anticipated administrative tasks are as follows:
 - i. Maintain project records
 - ii. Verify initial paperwork is complete: Contract, Performance & Payment Bond, Acceptance of Notice of Award, and Acceptance of Notice to Proceed
 - iii. Check debarment of Prime Contractor and Sub-Contractors
 - iv. Tracking and issuance of Weekly Statement of Working Days
 - v. Prepare monthly pay requests; review and make recommendation
 - vi. Verify CPRs monthly to ensure payment is being made for work by those who have an approved intent on file
 - vii. Receive and review schedules provided by contractor
 - viii. Prepare letter of substantial completion and punch list; review and make recommendation
 - ix. Prepare letter for final inspection; review, and make recommendation
 - x. Verify required documents and submittals including affidavits, lien releases, and certified payrolls have been received prior to acceptance
 - xi. Make recommendation for project acceptance
 - xii. Prepare and submit Notice of Completion of Public Works Form
 - xiii. After acceptance, verify all releases have been received from: Department of Revenue, Department of Labor & Industries and Employment Securities
 - xiv. Make recommendation and prepare release of retainage
 - c. Deliverables:
 - i. Weekly statement of working days.
 - ii. Monthly Pay Request Recommendation
 - iii. Recommendation of Substantial Completion
 - iv. Final Punchlist
 - v. Recommendation for final payment
 - vi. Recommendation for Project Acceptance
 - vii. Release of Retainage
 - viii. Notice of Completion of Public Works form
4. Subtask 4: Pre-Construction Conference and Construction Progress Meetings
 - a. J-U-B will attend and provide assistance during the pre-construction and progress meetings.
 - b. Assumptions:
 - i. Up to twenty Progress Meetings.
 - c. Deliverables:
 - i. Meeting notes (electronic format).
5. Subtask 5: Submittals & RFIs
 - a. J-U-B will review project submittals and RFIs presented by the Contractor for general conformance with the Contract Documents.
 - b. Assumptions:

- i. Five (5) major equipment submittals are expected in addition to fifty (50) minor submittals and RFIs and fifty (50) AIS certifications.
- c. Deliverables:
 - ii. Written comments on submittals and RFIs (electronic format)
- 6. Subtask 6: Clarifications and Interpretations, Field Orders, Change Orders, and Work Change Directives
 - a. J-U-B will provide assistance with Clarifications and Interpretations, Field Orders, Change Orders, and Work Change Directives as specifically requested by Client in accordance with **Standard Exhibit A – Construction Phase Services**.
- 7. Subtask 7: Periodic Site Visits
 - a. J-U-B will provide engineers familiar with the project to perform periodic site visits in accordance with **Standard Exhibit A – Construction Phase Services**.
 - b. Assumptions:
 - i. Up to twenty (20) periodic site visits.
- 8. Subtask 8: Construction Observation
 - a. J-U-B will not provide a resident project representative.
 - b. Assumptions:
 - i. The City will be providing construction observation services.
- 9. Subtask 9: Equipment Testing, Start-up, and Commissioning
 - a. J-U-B will perform a site visit during equipment start-up operations and testing to review items for general conformance to the project specifications.
 - b. Assumptions:
 - i. Up to three site visits.
- 10. Subtask 10: Record Drawings
 - a. J-U-B will review record drawing information provided by others (contractor, Client, vendors/suppliers, etc.) and request additional information as considered necessary. Record surveying will not be completed. J-U-B will integrate record drawing information provided by others and Engineer's observations while on-site into a Record Drawing set. J-U-B will submit record drawings for Client's files (one copy) and submittal to ECY (one copy).
 - b. Assumptions:
 - i. Hard copy submission will be on 11"x17" paper sheets
 - ii. Electronic copy submission will be in PDF format
 - c. Deliverables:
 - i. Record Drawings
- 11. Subtask 11: O & M Manual Update
 - a. J-U-B will develop an update to the existing WWTP O & M Manual for the Phase 1 Improvements. J-U-B will review O & M manual information provided by others (contractor, Client, vendors/suppliers, etc.) and request additional information as considered necessary. J-U-B will submit O & M Manual for Client's files (one copy) and submittal to ECY (one copy).
 - b. Assumptions:
 - i. Electronic copy submission will be in PDF format
 - c. Deliverables:
 - ii. O & M Manual Update

12. Subtask 12: Construction Quality Assurance Plan

- a. J-U-B will prepare a Construction Quality Assurance (CQA) Plan per ECY funding requirements.
- a. Deliverables:
 - i. CQA Plan in PDF format

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
- 1. Access permission from private landowners – including access easements, construction easements, and permanent easements.
 - 2. Provide construction observation.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
- 1. Utility locates.
 - 2. Construction staking.
 - 3. Construction observation – Resident Project Representative.
 - 4. Materials testing.
 - 5. Geotechnical evaluation.
 - 6. Dewatering and hydrogeological engineering services – it is anticipated that dewatering will be required for this project; however, a specific dewatering plan will not be developed. Rather, a performance based technical specification will be developed that will require the Contractor to design the dewatering system and disposal.
 - 7. PLC and HMI programming.
 - 8. Radio licensing agreements and amendments.
 - 9. Post-Construction Phase Services.
 - 10. Audit support.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
- 1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.0.
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 - 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
- C. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
8	Construction Phase Services	Time and Materials (Estimated Amount Shown)	\$500,000	Concurrent with work progress
Total:			\$500,000	

Exhibit(s):

- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

TYPE OF WORK: City

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Sewer/Wastewater Collection/Treatment/Disposal (S04)
2. Municipal/Utility Engineering (203)



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client City of College Place
Name:

Project: WWTP Phase 1t

The Agreement for Professional Services dated 9/10/2019 is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

NOTE on Coronavirus: *The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.*

J-U-B does not have authority over or responsibility for safety precautions (including the COVID-19 plan and compliance) related to the work of the contractor(s), or for any failure of contractor(s) to comply with applicable laws, rules, regulations, ordinances, codes, or orders. CLIENT agrees to indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs associated with Contractor's site safety, including their COVID-19 compliance program.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- ☒ Yes 1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
- ☐ No
- ☒ Yes 2. *Pre-Construction Conference.* Participate in a pre-construction conference.
- ☐ No
3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
- ☒ Yes a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- ☐ No
- ☐ Yes b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- ☒ No
- ☒ Yes 4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- ☐ No
- ☒ Yes 5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- ☐ No
- ☒ Yes 6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- ☐ No
- ☒ Yes 7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- ☐ No

J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

- ☒ Yes
☐ No
8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
- ☒ Yes
☐ No
9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
- ☒ Yes
☐ No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☒ Yes
☐ No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☒ Yes
☐ No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☒ Yes
☐ No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☒ Yes
☐ No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

- ☐ Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☒ No

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- ☐ Yes 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
- ☒ No
- ☐ Yes 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
- ☒ No
- ☐ Yes 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
- ☒ No
- ☐ Yes 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
- ☒ No
- ☐ Yes 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- ☒ No
- ☐ Yes 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
- ☒ No
- ☒ Yes 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
- ☐ No
- ☐ Yes 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
- ☒ No
- ☐ Yes 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☒ No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.
11. *Reports.*
 - a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
 - c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
 - d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished

by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

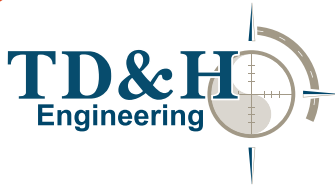
Summary of CERB Planning Grant Submitter Grades				
Firms	Grader 1 R	Grader 2 J	Grader 3 D	Total
JUB	100	100	83	283
TD&H	95	75	74	244

Statement of Qualifications

Martin Airfield Area Planning Study
College Place, WA
March 15, 2024

PREPARED FOR

City of College Place
625 S College Ave
College Place, WA 99324



FROM

TD&H Engineering
210 Main St
Lewiston, ID 83501

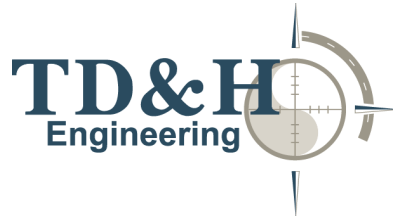
CONTACT INFORMATION

Rich Utzman
208-746-0938
rich.utzman@tdhengineering.com

Martin Airfield Area
College Place



210 Main Street
Lewiston, ID 83501



208.746.0938
tdhengineering.com

March 15, 2024

Mike Rizzitiello
City Administrator
City of College Place
625 S College Ave
College Place, WA 99324

RE: MARTIN AIRFIELD AREA PLANNING STUDY

Please accept this proposal from TD&H Engineering and Points Consulting demonstrating our interest in your Martin Airfield Area Planning Study. Our team is prepared to help the City develop a **relevant** Study addressing all of CERB requirements to reflect the feasibility, environmental and cultural constraints, utility availability, and site development alternatives.

Thomas Dean & Hoskins, Inc. (TD&H) is a consulting firm offering comprehensive civil, structural, and environmental services throughout Idaho, Montana, North Dakota, Pennsylvania and Washington. We assist our clients through all project phases, from concept development to construction and warranty assistance. TD&H has been satisfying clients since its incorporation in 1965, all the while building an impressive resume of successful projects. TD&H strives to provide innovative engineering solutions to challenging technical problems by assigning professionals who understand the issues and deliver results. We place a high priority on service and measure our success in terms of client satisfaction.

Points Consulting (PC) established in Moscow, Idaho in 2019, partners with a variety of industries including state and local government agencies, higher education, not-for-profits, real estate developers, and private companies. Our work is focused not only on how people impact communities and organizations, but how to align their potential to create more successful outcomes. PC strives to answer complex economic questions and recommend workable solutions.

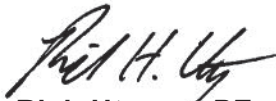
Our team is composed of professionals in the fields of land use planning, civil engineering, and economic analysis who have worked specifically with municipalities over several decades. Our team resides just two hours to the east of College Place and have spent substantial time in and around the region. We also have concurrent projects ongoing in the area. Our team is uniquely qualified in the anticipated areas of your study including:

- Transportation
- Water
- Wastewater
- Stormwater
- Economy
- Varied Analyses
- Data collection
- Marketing Strategy
- CERB requirements

Our staff and team is licensed, and certified as applicable, and no team member is Federally, nor State disbarred. We are professionals and have many relative years of experience to complete your project, and we are eager to assist you to your satisfaction.

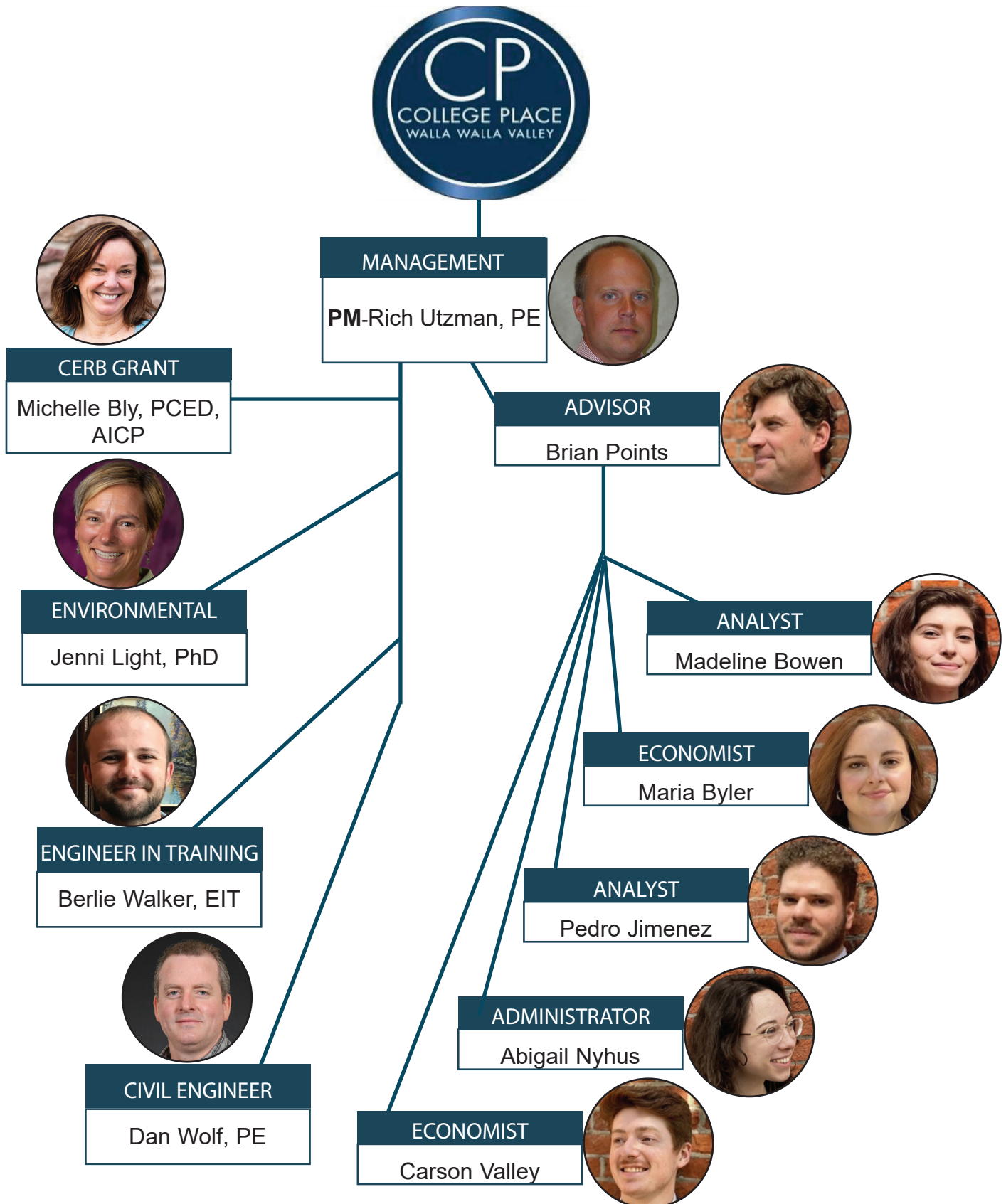
Thank you for your consideration on this RFP. Please reach out with any questions or updates throughout the evaluation process. We look forward to hearing from you!

Sincerely,


Rich Utzman PE
Project Manager
TD&H ENGINEERING


Brian Points
President, Advisor
POINTS CONSULTING

TEAM PORTFOLIO



TEAM PORTFOLIO

Rich Utzman, PE

Rich performs design, technical analyses and engineering calculations for public works projects and residential and commercial developments. Rich brings significant understanding to project constructability because he owned his own construction company prior to going back to school to get his engineering degree. ***Rich will be responsible for the day-to-day management of project tasks and will be the primary point of contact.***

Michelle Bly, PCED, AICP

Michelle is a Professional Community and Economic Developer, a Certified Planner, and Principal at TD&H Engineering. Michelle's experience includes 27 years of working with municipalities on water and wastewater, transportation, and environmental documentation projects, grant/loan funding, planning documents, construction administration and labor compliance, public involvement, and client advocacy. Michelle has procured and administered over \$50 million in funding for municipalities, including CERB funding.

Jenni Light, PhD

Jenni has over 27 years of engineering experience, including 17 as an environmental engineer. She's done projects for environmental permitting (air, water, solids, and hazardous waste), SPCC plans, storm water and erosion control plans, environmental assessments and audits, and emission inventories. She works extensively with municipalities, government agencies, and industry. Jenni will bring this experience to the project and assist with traffic data collection and analysis.

RICH UTZMAN, PE

- TD&H Role: Civil Engineer, Project Manager
- Education: MS, Civil Engineering | WSU; BS, Construction Management | Washington State University

MICHELLE BLY, PCED, AICP

- TD&H Role: Principle, Office Manager,
- Licensing: PCED: No. 327; AICP: No. 31026; Certified Grant Administrator
- Education: MS Community & Economic Development | University of Central Arkansas; BA Interdisciplinary Studies Business | Lewis-Clark State College

JENNI LIGHT, PHD

- TD&H Role: Environmental Engineer
- Education: DS Interdisciplinary Engineering | WSU; MS Environmental Engineering | ISU; BS Civil Engineering | MTU

TEAM PORTFOLIO

Berlie Walker, EIT

Berlie assists in the development of probable construction cost estimates, assists in the analysis of reports and/or preparation or modification of reports, drawings, and project design. Berlie is very capable in defining problems, collecting data, and solving technical equations in a variety of disciplines including water, wastewater, transportation, and structural projects. Berlie has provided construction inspection services for us as well.

BERLIE WALKER, EIT

- TD&H Role: Regional & Project Manager, Civil Engineer
- Education: BS Physics | CWU; BS Civil Engineering | WSU

Dan Wolf, PE

Dan is a Project Manager with 26 years of engineering and construction experience. Dan primarily works on municipal water systems, transportation improvements, commercial and residential land development and will QC this project.

DAN WOLF, PE

- TD&H Role: Senior Project Engineer
- Education: BS Civil Engineering | WSU

Brian Points

Brian Points is the president of Points Consulting and will serve as project advisor. Over the past 16 years Mr. Points has worked for a series of management consulting firms serving clients across the domains of public and private organizations. His quantitative skills include highest and best use studies, feasibility studies, revenue/cost forecasting, real estate pro formas, economic/fiscal impact analysis, industry/market studies, econometrics, and target industry analysis. He also excels at qualitative research such as focus group facilitation, survey design and analysis, and in-depth interviews.

BRIAN POINTS- ECONOMIST

- Points Consulting Role: President, Owner, Advisor
- Education: Masters of Arts in Economics | University of California Santa Barbara, Bachelor of Science in History | University of Idaho

Madeline Bowen

Madeline graduated with a B.S. in Business Economics from the University of Idaho in 2020. She brings qualitative and quantitative research skills, and organizational skills for managing public engagement processes. Madeline joined Points Consulting in October of 2021.

MADELINE BOWEN

- Point Consulting: Analyst
- Education: B.S. Business Economics | University of Idaho

TEAM PORTFOLIO

Pedro Jimenez

Pedro earned his M.S. in Applied Economics from Washington State University in 2021. For Chelan and Douglas Counties Pedro provided an overview of housing conditions in both counties, with particular focus on low-and moderate-income audiences. Pedro joined Points Consulting in January 2022.

PEDRO JIMENEZ

- Point Consulting: Economist
- Education: M.S. Applied Economics | Washington State University

Maria Byler

Maria joined Points Consulting in October 2022 and prior to coming to us Maria worked with higher education institutions to produce employment reports on their alumni. Her portfolio includes over 100 schools, from community colleges to large university systems. Duties included data validation, project management, and customer support.

MARIA BYLER

- Point Consulting: Analyst
- Education: B.S. Business Economics | University of Idaho

Abigail Nyhus

Abigail serves as operations coordinator at Points Consulting and joined the team in September 2022. She assists with a variety of project and company related tasks such as invoicing, creating contracts, drafting project proposals, organizing administrative software, drafting/editing reports, graphic design work, and social media marketing.

ABIGAIL NYHUS

- Points Consulting Role: Administratos
- Education: Masters of Arts in Economics | University of California Santa Barbara, Bachelor of Science in History | University of Idaho

Carson Valley

Carson joined Points Consulting as a Jr. Analyst summer 2023. Upon earning his BS in Business Economics, his role has expanded and he now serves as an Economist on our team. He has experience conducting data analysis, along with bringing both quantitative and qualitative skills for economic research.

CARSON VALLEY

- Point Consulting: Analyst
- Education: B.S. Business Economics | University of Idaho

RELEVANT EXPERIENCE

Morrow County & Willow Creek Valley Cities of Lone, Lexington, and Heppner, Goal 9: Economic Development and Employment Lands Assessment, Oregon

Coordinating with county and city representatives, PC conducted an Economic Opportunities Assessment for Morrow County and the cities of Lone, Lexington, and Heppner June 2023. The study was completed in accordance with statewide Goal 9: Economic Development planning to provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of its citizens. This included among other things:

- Current and projected employment and earnings assessments
- Demographic analysis to assess existing and emerging trends related to the region's population
- Industrial and employment lands inventory assessments
- Interviews of key community leaders to facilitate community involvement

Read the full report here: <https://points-consulting.com/morrow-county-goal-9-economic-development-and-employment-lands-assessment-for-the-willow-creek-valley/>

Staff on this project consisted of Brian Point, Madeline Bowen, and Pedro Jimenez.

CONTACT: Kim Cutsforth, Vice President
South Morrow County & Willow Creek Valley Economic Development
PHONE: (541) 980-3465
EMAIL: altakim541@gmail.com

City of La Grande, Goal 9: Economic Development & Employment Lands Assessment, La Grande, Oregon

In 2023, PC and Nexus completed a Goal 9 study for the City of La Grande, which is now pending adoption by the City. The study found that the City has limited capacity for in-fill and has lost significant economic development opportunities due to site types and ownership patterns in recent years. The report recommends adding 121 acres of industrial land and 63 acres of commercial land, to be distributed within GC, IC, I-1, I-2 and BP districts, with specific recommendations on lot sizes. The report also recommends leveraging URA funds to spur on private sector in-fill development and facilitating the development of a maker-space friendly zoning district near Downtown La Grande. As a follow up study, PC is now engaged in a Goal 14 Urban Growth Boundary Expansion Project on behalf of La Grande to expand the UGB.

Staff on this project were Madeline Bowen, Pedro Jimenez, and Maria Byler.

CONTACT: Michael Boquist, Community Development Director
City of La Grande Planning Department
PHONE: (541) 962-1307
EMAIL: mboquist@cityoflagrande.org

RELEVANT EXPERIENCE

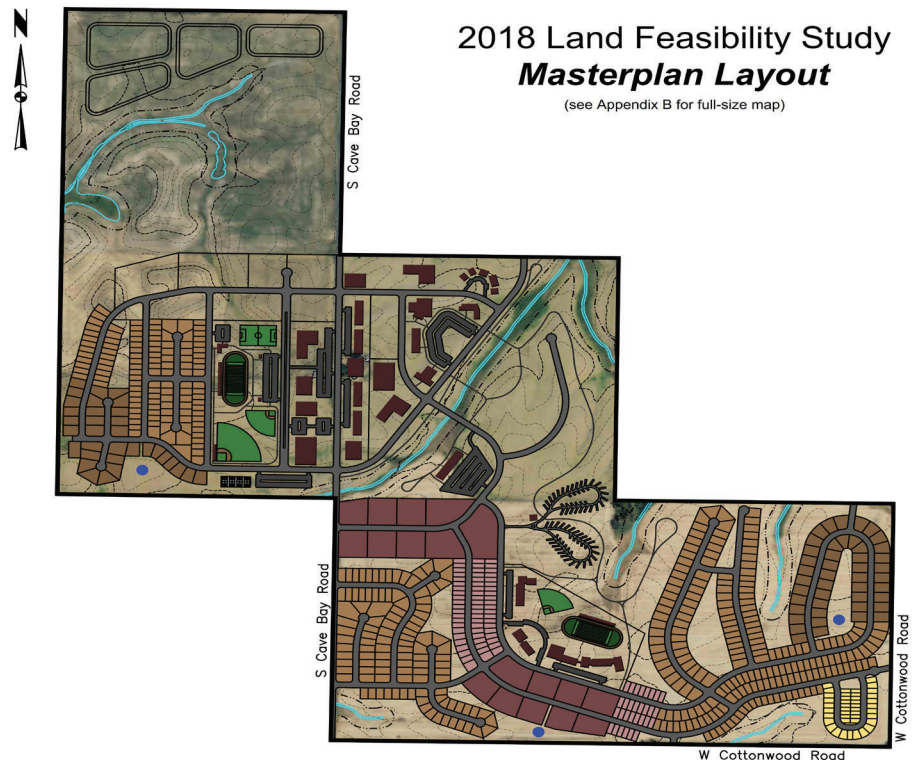
Coeur D'Alene Tribe Community Land Feasibility Study, Worley, Idaho

We examined the feasibility, opportunities, and constraints of the proposed development on an 800-acre parcel of Tribally-owned land located north of Worley. This Study included the development of a Master Plan Layout with an associated Zoning Map. The layout illustrated a conceptual arrangement of various land uses identified as being needed in this mixed-use development. The Study examined the infrastructure requirements that would be associated with this development, including new roadways and sidewalks/pathways, domestic water, wastewater and storm water. Since the project parcel was bisected by an existing County road, the proposed roadways were arranged within the development to provide adequate connectivity while maintaining the County road as the primary route through the development. These analyses provided planning-level calculations and recommendations that will be beneficial to further developing the concept of this community. An analysis of the anticipated project phasing was also included. In addition to completing this project for the Tribe we've also provided related services with these other projects for them:

- Worley Minor Streets Repair
- Minor Streets Repair (Phase 2)
- DeSmet Road Trail Design

Staff on this project were Jenni Light and Dan Wolfe

CONTACT: Jim Kackman, PE, Public Works Director
Coeur d'Alene Tribe
PHONE: (208) 686-5611
EMAIL: jkackman@cdatribe-nsn.gov



RELEVANT EXPERIENCE

City of Cheney Planning Department, City of Cheney Land Quantity Needs Analysis, Cheney, Washington

Points Consulting, in collaboration with SCJ Alliance, developed a Land Quantity Analysis for Cheney to fulfill the state of Washington's Growth Management Act requirements. The study examined the entirety of land use types in the City, including residential, commercial and industrial. The City also conducted an interconnected CERB funded Park Land Economic Feasibility/Usability Study. PC's role involved developing custom population and housing demand forecasts and recommending methods and policies for achieving the required levels of density to meet state affordability goals.

Read the full report here. <https://points-consulting.com/city-of-cheney-land-quantity-analysis/>

Staff on this project consisted of Madeline Bowen and Carson Valley.

CONTACT: Brett Lucas, Principal Planner & Communications Manager
City of Cheney Planning & Economic Development
PHONE: (509) 498-9221
EMAIL: blucas@cityofcheney.org

Business Park Feasibility Study, Port of Clarkston, Washington

TD&H completed the CERB funded Feasibility Study, which included business survey, business inventory, site review, preliminary plan layout and cost estimates, and funding options and funding alternatives for the Port to complete the development of the business park. The Table of Contents for the Feasibility Study included the following:

Acknowledgements
Executive Summary
Introduction
Community Demographic & Economic Profile
Business Inventory, Existing Business Survey
Economic Development System Structure
Cluster Analysis
Site Review & Selection
Absorption Analysis
Economic Impact Analysis
Recommendations
Marketing Strategy
Appendices, Tables, and Figures

Staff on this project was Michelle Bly.

CONTACT: Port of Clarkston, Port Manager, Wanda Keefer (Retired)
PHONE: (509) 758-5272

PROJECT APPROACH

KICK OFF:

Our project approach commences with a kickoff meeting. We'll use this meeting to emphasize the importance of clearly defining project goals and objectives and collect any additional necessary information to start working on your project. We'll use information gathered to target and assign starting tasks to individuals and establish a more refined project schedule. We've already formed a skilled and diverse project team, ensuring a holistic approach to your project. Moreover, our strategy involves identifying and engaging key stakeholders, including local authorities and community representatives. We anticipate some of these entities will be county and city officials, airport management, chamber of commerce, local land owners and possible tenants. By narrowing down these entities we'll identify additional requirement that will impact the plan and design too.

DATA COLLECTION AND ASSESSMENT:

We aim to gather comprehensive data on the prospective development, considering topography, land use, and environmental constraints. On-site visits will be conducted to assess current conditions, and we will meticulously review relevant regulations and permitting requirements for each system, documenting vital considerations.

PRELIMINARY ENGINEERING ANALYSIS:

During this analysis phase, our approach entails evaluating transportation needs, water supply, wastewater treatment, broadband requirements, and storm water management. Conceptual designs for each system will be developed, accounting for potential challenges and opportunities.

Compiling our findings into a comprehensive report, we will present recommendations for infrastructure improvements and engage in public meetings to gather community input and address concerns. The project approach can be modified based on feedback received during public engagement, ensuring transparency, inclusivity, and adaptability, ultimately contributing to the project's success.

Our target deliverable date for the Preliminary Engineering Analysis: **July 31, 2024**

ALTERNATE LAND AND TRAFFIC CONTROL CONFIGURATION:

Our comprehensive and well-structured approach begins with traffic data acquisition. Tasks include identifying key traffic data parameters, deploying various data collection methods, and analyzing collected data to produce a detailed traffic pattern analysis report. Subsequently, we move on to Alternative Configuration Development, where conceptual designs for alternate land and traffic control configurations will be developed.

PROJECT APPROACH

Our proposed approach for the Alternate Land and Traffic Control Configuration phase aims to achieve a thorough understanding of traffic dynamics, explore various configuration alternatives, engage stakeholders effectively, and make informed decisions aligned with economic, safety, and community impact considerations. This comprehensive strategy ensures the successful development and documentation of the chosen configuration, setting the stage for subsequent project phases.

As we move from studying the systems to planning the traffic changes, a crucial part of our project approach is estimating how much money the project will need for the suggested infrastructure upgrades. Alongside coming up with initial designs, we're careful about looking at the costs and whether the project makes financial sense. This helps make sure our suggestions and chosen plans not only make technical sense but also fit within a practical budget, making your decisions well-informed and your project successful.

Our target deliverable date for Utility availability and access (needs/options/mitigation):
August 21, 2024

MARKETING, LOCATION, JOB'S, DEMOGRAPHIC, ECONOMIC ANALYSIS:

Based on the engineering, infrastructure, and land analysis, the project team will have a comprehensive understanding of the scale and type of industrial development that the site could support. The market analysis is the other critical side of the equation, as it will define what industry usages make most economic sense for the site. Fundamentally, this task is about studying both supply and demand (economic trends and patterns), to discern what land use and industry types would have the highest return on investment for the City.

The market analysis will account for a wide variety of factors, including: local and regional industry trends, local employers' growth and expansion plans, industry supply chains, industry cluster concentrations, national opportunities, interest and aspirations of government and private sector leadership, and previously completed plans (such as the City's Comprehensive Plan and the Port's Economic Development Plan, for example). It will also include a variety of other pieces required by state CERB study requirement guidelines, such as population and unemployment trends over time.

When considering "demand" our team will research numerous federal and proprietary databases, some of which are summarized in the box to the right. Our team will analyze employment and trade statistics from various different lenses in an effort to simulate the private sector viewpoint at the Martin Airfield site. As data permit, each statistic will include a time series component going back ten to fifteen years to account for changes during various business cycles.

PROJECT APPROACH

These various cuts include but are not limited to:

- Employment, earnings, and business establishments
- Business sizes according to group (less than 10, 10-50, up to 1,000+ employees)
- Occupational and skill characteristics of incumbent workforce and those within commutable distance from the site
- By NAICS classification at the 2-digit, 4-digit and 6-digit levels
- By EDA US industry cluster group
- Industry impact factors such as location quotient, shift-share analysis, multiplier effects, and in/out of region purchases
- Employment, earnings, and business establishments
- Business sizes according to group (less than 10, 10-50, up to 1,000+ employees)
- Occupational and skill characteristics of incumbent workforce and those within commutable distance from the site
- By NAICS classification at the 2-digit, 4-digit and 6-digit levels
- By EDA US industry cluster group
- Industry impact factors such as location quotient, shift-share analysis, multiplier effects, and in/out of region purchases
- Supply chain leakages (industries most “purchased from” that are not currently located in College Place or Walla Walla County)
- For Walla Walla County individually or as part of a multiple county districts (e.g. including and excluding Tri Cities), or Eastern Washington, broadly speaking

A detailed socioeconomic profile will be developed for the City of College Place and surrounding region, which will incorporate insights gleaned from past studies and newly collected data. The profile will also identify any industries, specific businesses, and supply chains that have been critically impacted in recent years, as well

Sample of Data Resources:

DataAxle- employment data and employer contact information for 1,000s of locally and non-locally owned businesses

Data Tactical Group- labor market information for detailed industries and occupations

Esri Business Analyst- regional data on consumer habits and purchases at the County, City, ZIP code and Census Tract level

Federal Databases- US Census, the Bureau of Labor Statistics, and the Bureau of Economic Analysis

IBIS World Reports- industry outlines for 1,600 unique categories for the United States, with financial forecasts out to 2025

Lightcast’s Business Analyst- socioeconomic data across 50+ categories at the county, ZIP, and Census Block level

RSMeans – industry leading platform for configuring commercial development for 300+ cities across 150+ building types

Walla Walla County Assessor- information on parcel types, sizes, taxable value and land use

Washington Employment Security Department- various economic and labor market statistics at the County and Metropolitan level.

PROJECT APPROACH

as county and regional maps, graphics, tables, and infographics sufficient for telling the story at the local level. The profile will also identify any industries, specific businesses, and supply chains that have been critically impacted in recent years, as well as county and regional maps, graphics, tables, and infographics, sufficient for telling the story at the local level. These insights will inform the bulk of our market analysis, which is key to pinpointing the site's most prominent markets and optimizing them to be more effective.

At this stage, the project team will work with the City's steering community to determine precisely how the site should be positioned and pitched. Based on the profile, our team will indicate a list of five to ten development scenarios accounting for different target industries and configurations of the property, some which could be more generic for garden variety industrial use, and others which could be very specific to the regional opportunities (such as a hydrogen hub, data center, large scale food industry development, etc.). Some of the target industry opportunities will be in line with current high-growth industries in the Walla Walla region (e.g.: wineries, food production, natural resources), as well as some currently underdeveloped opportunities.

Once the project steering committee agrees to the best scenario of the options we have presented, our team will recommend how the site can be positioned and marketed to the private sector. Our team will:

- Develop collateral for marketing including a flyer and content for the City's website
- Provide introductions to relevant contacts at the state (Commerce) or national level (EDA, NADO, and Site Selectors with connections and interests in the given industry sectors
- Identify businesses within a 100-mile radius that fit the criteria of potential interest for expansion or relocation to the site
- Indicate the top trade shows and conferences that prospects are likely to attend

This information will be summarized in our final report, as well as provided as separate deliverables where appropriate (such as the flyer and the contact spreadsheets). PC's work with communities across eastern Washington, Oregon, and Idaho provides a significant boost in our assessment of other possibilities. Having worked with multiple Ports and Tribes to understand, develop, and market their industrial opportunities, our team understands the considerations employers and site selectors may hold while considering the College Place site over other properties. This experience will greatly aid the team in providing a SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis of the College Place location in context of other surrounding peer communities.

At a highly localized level, the project team will also consider commercial real estate trends and patterns. We will investigate the number of available properties including both raw undeveloped lands and built out properties. On the latter we will account for

PROJECT APPROACH

zoning and use types, such as commercial, mixed-use, heavy and light industrial, and flex space. The nine properties listed by the Port of Walla Walla are just part of this pool. From a private sector perspective, businesses are typically hunting down comparable options across a stretch of options that meet their search criteria (such as zoning, parcel size, highway proximity, resource availability, cost, etc.).

For markets such as College Place, much of this availability and transaction history will not be listed on official channels (such as the Multiple Listing Service), so this information will be uncovered through conversations with realtors with community interest in development who will have data sources and anecdotes on these topics. That said, the team will also explore primary data sources that can speak to key metrics such as inventory, price per square foot and rental terms and incorporate these into the analysis.

Our target deliverable date for Economic Feasibility/ Environmental/ Cultural constraints and amenities: **September 4, 2024**

COST ESTIMATES AND FINANCIAL ANALYSIS:

Cost estimates and financial analysis will follow, with a focus on providing preliminary cost estimates for infrastructure improvements and conducting a thorough financial feasibility analysis. Recognizing Stakeholder Engagement is pivotal. This task involves holding public meetings to present alternatives and gather feedback. As we move from studying the systems to planning the traffic changes, a crucial part of our project approach is estimating how much money the project will need for the suggested infrastructure upgrades. Taking ideas from the Kick off meeting we can assess desired and feasible facility improvements. This will involve analyzing proposed upgrades, including infrastructure, utilities, and other considerations. Our process will include a comprehensive cost breakdown, considering materials, labor, permits, and contingencies for unforeseen challenges. Alongside coming up with initial designs, we're careful about looking at the costs and whether the project makes financial sense. This helps make sure our suggestions and chosen plans not only make technical sense but also fit within a practical budget, making your decisions well-informed and your project successful.

Concluding this phase with Final Design and Documentation, our approach includes choosing the preferred configuration based on thorough analysis and stakeholder input. Detailed plans and specifications for the selected configuration will be developed, providing comprehensive documentation for the implementation phase.

Our target deliverable date for Minimum requirements for CERB planning study (appendix 1): **September 25, 2024**

HOURS & COST

PROJECT TASKS	PERSONNEL HOURS & RATE											
	MICHELLE BLY, PCED, AICP	MADOLINE BOWEN	MARIA BYLER	PEDRO JIMENEZ	JENNI LIGHT, PHD	ABIGAIL NYHUS	BRIAN POINTS	RICH UTZMAN, PE	CARSON VALLEY	BERLIE WALKER, EIT	DAN WOLF, PE	TOTAL HOURS BY TASK
	\$160	\$100	\$75	\$150	\$167	\$50	\$170	\$167	\$75	\$114	\$190	
Preliminary Engineering Analysis'								38		56	10	104
Alternate Land & Traffic Control Configuration								40		40	8	88
Traffic Data					16			40		40		98
Marketing Analysis		2	40	39		2	7		74			164
Marketing Strategy		10	8	2		22	14		12			71
Location Analysis		5	2	15		2	21		28			77
Funding Estimation for Facility improvements								32		32	4	68
Job Benefit Data		2	2	37		2	7		16			66
CERB Grant	40							32		32	8	80
Miscellaneous	4			19		8	9		19			59
TOTAL HOURS BY PERSON	44	19	52	112	16	36	58	182	149	200	30	

PROJECT TIMELINE

CAPABILITY TO MEET TIME & BUDGET REQUIREMENTS

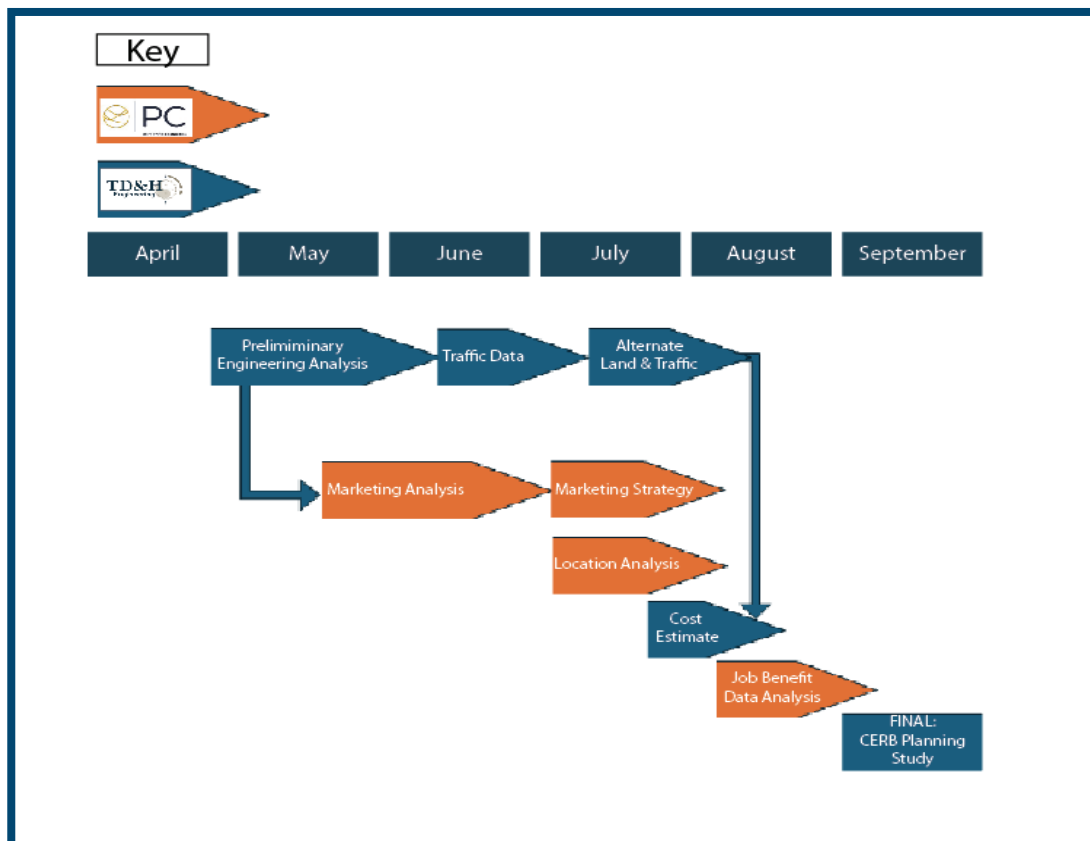
Your request asks for a project completion timeline to be within 10 months. Our accompanying chart below is based on a scheduling tool we use. The scheduling tool we use figures the work to be about 6 months long. Using this tool's information we realistically anticipate, based on expected hours and collaboration with parties that will be involved with the project, and our anticipated workloads on other projects, to take about 8 months.

Our breakdown of costs from both our companies is well within the Max budget you have of \$125,000. We are thrilled to offer our services and come in under your expectations for cost and time. We anticipate in total the cost to do your study to be \$112,600.

TD&H Engineering Cost Estimate: \$65,200

Points Consulting Cost Estimate: \$47,400

Our experience aids us in our approach to confidently offer our services knowing we can complete your project successfully and to your satisfaction.



PROPOSED TABLE OF CONTENTS

Site Attribute Analysis
• Ownership • Access • Utility Availability • Environmental Review • Workforce & Housing
Infrastructure Assessment
• Site Layout Alternatives with Associated Cost Estimates
Identification of Issues with Development Solutions
Economic Development
• Market Analysis • Market Strategy • Targeted Industries • Site Appropriateness • Location Analysis • Data Collection & Outcome(s)
Feasibility Determination
Recommendations
Backup Documentation
• Appendices • Figures • Tables • Maps/Schematics
Stakeholder Acknowledgments



Request for Qualifications:

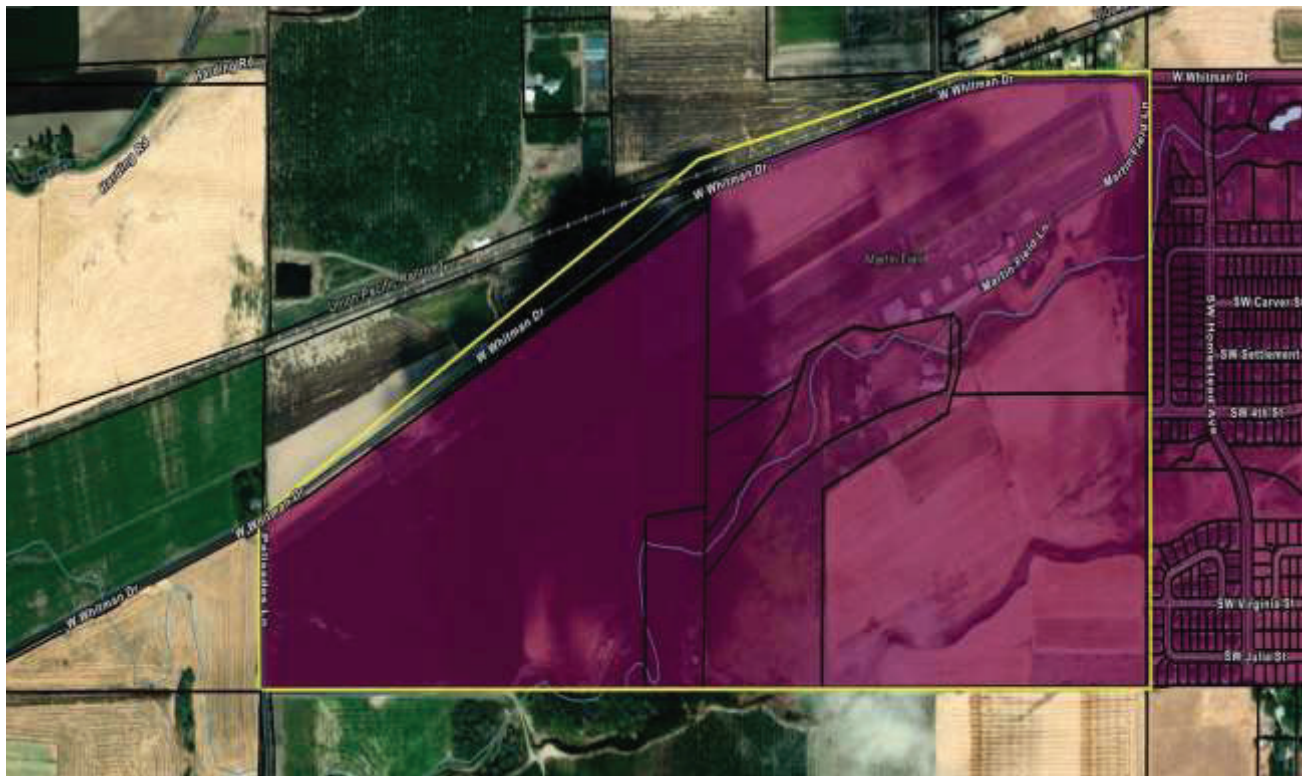
Martin Airfield Area Planning Study

**Date of Release: Monday, February 26th, 2024
at 4 PM**

Due Date: Fri, March 15th, 2024 at 4 PM

Introduction

The City of College Place is home to 9,900 people and Walla Walla University. College Place lies within the greater Walla Walla Valley which is home to about 75,000 residents, a hospital, Whitman College, and Walla Walla Community College. Target industries of the region include food processing, medical, wine, and tourism. The City of College Place only has three acres of active light industrial land. About 240 acres of property has the potential for light industrial/aerospace use bordered by Whitman Drive to the north, Hampton Lane to the west, Homestead Acres Subdivision to the east, and a bluff to the south. The general premise of this study is to do a preliminary engineering analysis from a transportation, broadband, water, wastewater, and storm prospective pertaining to the site. Additionally, site appropriateness, area infrastructure analysis, market analysis, and estimation of funding needed for public facility improvements needs to be identified.



Scope of Work

1. Preliminary engineering analysis pertaining to transportation, water, wastewater, broadband, and storm systems needed to serve a prospective development.
2. Alternate land and traffic control configuration
3. Traffic data acquisition
4. Market analysis for site
5. Marketing strategy
6. Location analysis
7. Estimation of funding needed for public facility improvements
8. Job benefit data analysis
9. All other requirements mandated by the Community Economic Revitalization Board (CERB) Planning Study grant program in Appendix 1.

Additional Information:

1. City of College Place Comprehensive Plan:
https://www.cpwa.us/departments/planning/comprehensive_plan.php
2. Walla Walla County Comprehensive Economic Development Strategy (CEDS):
<https://www.portwallawalla.com/business/economic-development/economic-development-plan>
3. Walla Walla MPO Regional Plan: <https://www.vmpo.org/long-range-transportation-plan.html>

Budget

A maximum budget of \$125,000 for this project.

Deliverables

1. Preliminary engineering assessment and strategy of transportation, water, wastewater, and storm systems needed to serve prospective development.
2. Minimum requirements for CERB planning study (appendix 1)
3. Economic feasibility
4. Environmental and cultural constraints and amenities

4. Utility availability and access (needs/options/mitigation)

Submittal Instructions

Responses to this Request for Qualifications should include:

- Firm/team information including, but not limited to, scope of capabilities, applicable resources, key personnel assignments, potential sub-consultants, qualifications and experience.
- Relevant experience with three similar projects (especially with CERB planning grants) including project description, web link, client name and contact information, exact responsibility of consultant on project, and whether experience is firm experience or individual experience.
- Your approach to the project while demonstrating a strong understanding of it, including any creative ideas for how to structure the work to accomplish the scope and deliverables described above.
- Proposed table of contents for the final report
- A detailed scope of work including task descriptions, deliverables, and target dates for delivery
- Project budget including individual team members' names, hourly rates, time allocated by task, and the total hours anticipated to complete the project; and a project schedule including a statement that the project can be completed within 10 months from start date.

Questions

Questions about the RFQ must be submitted by March 11th, 2024 addressed to Mike Rizzitiello, City Administrator: mrizzitiello@cpwa.us. Replies to all submitted questions will be posted on city website for bids by March 12th, 2024.

Submittals are due Friday, March 15th, 2024 at 4:00 pm PST

Submittals

Submittals must be transmitted in pdf format by email to Mike Rizzitiello, City Administrator at mrizzitiello@cpwa.us located at College Place City Hall: 625 S. College Avenue, College Place, Washington, 99324.

Selection Process

Written proposals will be reviewed by a team including City staff involved in community and economic development, public works, and natural resource management. The selection team reserves the right to contact references and request clarification of information submitted or additional information from any proponent.

Criteria for Selection

- Credentials and experience of professional and support staff (30%)
- Innovative and energetic approach to undertaking the scope of work (25%)
- Organization/Communication skills (25%)
- Completeness and quality of proposal (20%)

Notification

Notification to all proponents should be complete by March 29th, 2024 at 4:00 PM PST

Provisions

1. The City assumes no contractual obligations by issuing the RFQ, or by accepting and evaluating consultant responses.
2. The City reserves the right to accept or reject any or all responses, or parts of proposals, and to waive any minor irregularities.
3. Any costs incurred by the consultant in the preparation of a proposal will be borne solely by the consultant and the proposal will become the property of the City.
4. The City reserves the right to amend the RFQ at any time prior to final consultant selection by transmittal of an addendum to all registered parties by March 12th, 2024.
5. The City reserves the right to accept the proposal it considers most responsive, qualified, and in the City's best interest.
6. Successful applicant must demonstrate that they as well as any subcontractors are not disbarred Federally or at the State Level.

STATEMENT OF QUALIFICATIONS FOR:
**THE CITY OF COLLEGE PLACE
MARTIN AIRFIELD AREA
PLANNING STUDY**



J-U-B FAMILY OF COMPANIES



**THE
LANGDON
GROUP**



J-U-B ENGINEERS, INC.



**GATEWAY
MAPPING
INC.**



HELPING EACH OTHER
CREATE BETTER COMMUNITIES



J-U-B FAMILY OF COMPANIES

March 15, 2024

Mike Rizzitiello
City Administrator
625 South College Avenue
College Place, WA 99324

RE: MARTIN AIRFIELD AREA PLANNING STUDY – STATEMENT OF QUALIFICATIONS

Dear Mr. Rizzitiello and Selection Committee,

J-U-B is excited for the opportunity to continue assisting the City of College Place through this unique planning study to evaluate the feasibility of the Martin Airfield area for development. Over the last several years, we've been proud to support the City with several planning, engineering, funding, and GIS projects. We believe our intimate knowledge of City infrastructure, the trust and relationship we've established with your staff, and our experience with several similar Community and Economic Revitalization Board planning studies make J-U-B the best team for this project.

We have assembled a team of professionals who will be familiar to you, with experience in land use planning, transportation, water, wastewater, other utilities, and market analysis. The Project Manager, Ben Hoppe, PE, has specific and recent experience leading this same group through similar planning studies, including those with CERB funding and sites uniquely located near airports. This team works together regularly and is extremely knowledgeable and efficient.

Through previous infrastructure evaluations surrounding Martin Airfield, we have already gathered a significant amount of data and analysis that will be useful for this study. Moreover, we've retained Alivia Metts of The Metts Group as a sub-consultant to build on the preliminary economic analysis performed for the site in 2021 through the Flex Light Industrial Feasibility Study. These advanced efforts will allow our team to hit the ground running, and allow the City to maximize the project budget into a higher level of planning detail.

The following Statement of Qualifications will tell you more about our team, experience, and approach to making this study successful. We're passionate about this study because of its potential to create a significant economic benefit to the community. Thank you for considering our qualifications. We look forward to the opportunity to work with you!

Sincerely,

J-U-B ENGINEERS, Inc.

A handwritten signature in blue ink, appearing to read "Ben Hoppe".

Ben Hoppe, PE, Project Manager
bhoppe@jub.com
(509) 783-2144

A handwritten signature in blue ink, appearing to read "Alex Fazzari".

Alex Fazzari, PE, Area Manager
afazzari@jub.com
(509) 947-3004

FIRM EXPERIENCE

J-U-B ENGINEERS, Inc. is a full-service engineering firm specializing in **land use planning and analysis, land development, transportation, aviation, broadband, water/wastewater**, environmental, structural, construction, surveying, hydraulics, and irrigation. J-U-B strives for success by helping each other create better communities. We reach communities from Washington to Colorado and work with many different municipalities, agencies and other interested organizations. Our range of expertise is broad, yet our focus is local.

Our project and client experience is extensive and diverse. J-U-B has successfully completed numerous projects for our Eastern Washington and Eastern Oregon clients in everything from master and capital facilities plans, broadband, road and highway projects, transportation planning and analysis, bridges, commercial and industrial storm drainage improvements, residential development, parks and recreational facilities, water and sewer facility design, land surveying, airport improvements, industrial process water treatment, irrigation systems and agricultural.

Included on the next few pages are several project examples that demonstrate both our expertise in the requested areas identified in your RFQ and our knowledge of the City of College Place. J-U-B has worked on several wastewater, water, stormwater, and general planning projects for the city over the past few years, giving you - the City - a great advantage in choosing us to do this work. Because of our existing knowledge of your utilities, we will be able to better utilize your budget and focus our efforts on additional areas like transportation and site analysis.

J-U-B has recently worked on the following projects for the City of College Place:

- » Site Master Planning and Infrastructure Studies
- » Capital Facilities Planning and Analysis
- » Site Feasibility Studies
- » Transportation Planning and Analysis
- » Surveying (Boundary and Topographic Surveys, Plat, and Binding Site Plan Surveys)
- » Civil Engineering (storm drainage, sanitary sewer systems)
- » Grant Assistance (preparation of grant applications and late-comers fee agreements/ calculations)
- » Economic Study (teamed with sub-consultant sub-consultant Metts Group – Alivia Metts)
- » Land Development Design (Industrial, Commercial, Residential and Institutional)



HELPING EACH OTHER CREATE BETTER COMMUNITIES.

PROJECT TEAM

Over the years, J-U-B has completed many Community and Economic Revitalization Board (CERB) Planning Studies. We have created a specialized team that has worked together on CERB Planning Studies and multiple other Master Plans and Capital Facility Plans. Working together has made us more efficient and has allowed us to develop a better understanding each other's roles in the process of planning and executing your project.

	Flex Light Industrial Building Study	South College Place Planning Study	AIM Center Master Plan	Bowers Field Airport Business Park Study	Miles-Smith Industrial Park Study	Midvale Industrial Park Study	Reimann Industrial Center	Red Mountain UGA Study	Connell Industrial & Feasibility Study
Ben Hoppe, PE			✕	✕	✕	✕	✕		
Alex Fazzari, PE	✕	✕	✕			✕	✕	✕	✕
Darral Moore, PE	✕		✕	✕		✕	✕	✕	✕
Ben Haws, PE		✕	✕	✕	✕	✕	✕	✕	✕
Justin Baerlocher, AICP	✕	✕	✕		✕	✕	✕	✕	✕
Elizabeth Smith	✕		✕	✕		✕	✕		
Travis Marden, PE		✕	✕	✕	✕	✕	✕	✕	
Spencer Montgomery		✕	✕	✕		✕	✕	✕	✕
Alivia Metts	✕	✕		✕	✕	✕	✕		

J-U-B TEAM



Ben Hoppe, PE | Project Manager

BS, CIVIL ENGINEERING | WA: 46995, OR: 88029PE | KENNEWICK, WA

Ben is the Assistant Area Manager in our Kennewick Office, working regularly with a diverse team of experts on a wide range of planning studies. He has 20 years of experience in transportation and aviation engineering, and complements J-U-B's Aviation Services Group by working with various small airport clients throughout Central and Eastern Washington. Ben maintains an excellent working relationship with local agencies, contractors, and other members of the community. He is the current Chair of the Washington Airport Management Association (WAMA) Legislative Committee and is also active in several other professional organizations, including the Washington Public Ports Association (WPPA), American Council of Engineering Companies (ACEC), and the American Society of Civil Engineers (ASCE). Ben has a passion for advancing infrastructure initiatives within our communities.



Alex Fazzari, PE | Principal-In-Charge / Area Manager

BS, CIVIL ENGINEERING | WA: 42280 | KENNEWICK, WA

Alex Fazzari has over 22 years of planning, design, and construction experience in a variety of private and public works projects. Alex specializes in water and wastewater utility support and project management. His experience includes planning, permitting, funding, and design review for a number of communities, agencies, and private companies throughout Eastern Washington and Oregon. His areas of expertise include potable water, sanitary sewer, industrial wastewater, irrigation, and stormwater management.



Darral Moore, PE | Stormwater/Land Development

BS, CIVIL ENGINEERING TECHNOLOGY | WA: 37991 | KENNEWICK, WA

Darral has over 29 years of engineering experience, specializing in land development for industrial, commercial, residential, and institutional developments. Extensive engineering experience includes land use planning and entitlements, land use permitting, long and short plat development and permitting, site feasibility analysis, site layout planning, stormwater master planning, stormwater modeling/analysis, stormwater permitting and system design, domestic water and sanitary sewer analysis and design, earthwork modeling/analysis and design, and transportation engineering and studies.



Ben Haws, PE | Sewer/Water Analysis

MS, CIVIL ENGINEERING | WA: 47661, OR: 95925PE | KENNEWICK, WA

Ben is the Water Resources Group Manager for the Kennewick Office—where he leads a team of eight PE's, three EIT's, and two CAD Designers. With 15 years of experience, Ben specializes in water, stormwater, irrigation and wastewater planning, modeling, design, and construction. His background includes various municipal and private engineering efforts including capital facility plans, comprehensive sewer system plans, comprehensive water system plans, water transmission design, water storage tanks, wastewater lagoons, sewer pipe design, water wells, pump stations, and sewer lift stations. Ben has a broad-based skill set for managing water related projects. Ben's experience with HEC-RAS, HEC-HMS, InfoSWMM, WaterCAD, and clear concise technical writing will bring economical solutions to water management needs.



Justin Baerlocher, AICP | Planner

BA, URBAN AND REGIONAL PLANNING | KENNEWICK, WA

Justin has over 18 years of experience in land use and transportation planning. He also has experience in preparing feasibility studies, master plans and capital facilities plans. **Most recently, Justin assisted in the project management of the Flex Light Industrial Study, South College Place Planning Study, Bruce Siding Industrial Master Plan, and Miles Smith Industrial Feasibility Plan.**



Elizabeth Smith | Planner

BA, URBAN AND REGIONAL PLANNING | KENNEWICK, WA

Elizabeth has 4 years of experience and knowledge in land use, transportation, tribal, and environmental planning, with an emphasis on multi-agency coordination, development review, and feasibility studies. **Elizabeth recently worked on the Flex Light Industrial Study and South College Place Planning Study.**



Travis Marden, PE | Transportation Engineer

BS, CIVIL ENGINEER | WA: 39882, CO: 47327, ID: 17078 | KENNEWICK, WA

Travis has over 26 years of engineering experience in a wide range of transportation, utility, and development projects. He specializes in urban street design, single and multi-lane roundabout projects, bridge replacement projects, transportation studies, and federal aid highway projects. His hands on expertise also includes county roadway/highway design, right-of-way acquisition, illumination, railroad crossing and industrial projects, and roadway safety improvement projects. Travis is very experienced in design details, plans, specifications, cost estimation for both local and federally funded projects. He also has extensive experience with the SEPA and NEPA environmental permitting processes, and FHWA right-of-way acquisition procedures and requirements. He manages numerous complex projects with challenging schedules, unique stakeholder perspectives/concerns and technical issues.



Spencer Montgomery | Transportation Planner

MS, URBAN AND REGIONAL PLANNING | KENNEWICK, WA

Spencer has over 30 years of transportation planning experience. In addition to multi-modal transportation plans, Spencer's experience includes: environmental assessments, traffic impact analysis, feasibility studies, management systems, alignment studies, corridor studies, safety analysis, and public involvement. He has worked on many types of transportation plans including: cities, sub-area plans, regional multi-county plans, airports, trail plans, etc. Public involvement and identification of stakeholder issues and client specific goals are always key to the success of such studies and Spencer is a firm believer in communication to achieve client satisfaction. This experience and philosophy gives him the skills necessary to be an effective team leader.



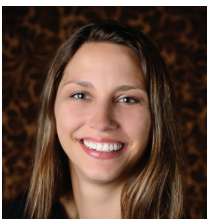
Lexie Conley | Environmental Specialist

MS, ENVIRONMENTAL STUDIES | SPOKANE, WA

Lexie has over five years of experience in environmental services, her biological and wildlife fieldwork background includes conducting protocol endangered wildlife and plant species surveys, biological resource surveys, wetland delineations, water resource assessments, and nesting bird surveys. She has prepared environmental assessments, environmental evaluations, biological assessments, and joint permit applications.

SUB-CONSULTANTS

J-U-B determines the need for sub-consultant on a project by project basis. Once a project is defined, we will contract with the appropriate sub-consultant that will give the City the best results, while at the same time, keeping them within budget. For your project we have chosen to use The Metts Group to assist with the economic analysis and marketing plan.



Alivia Metts | Economist

BA, ECONOMICS | COEUR D'ALENE, ID

THE METTS GROUP was founded by Alivia Metts. She is an economist with over a decade of experience in helping communities thrive. Her insightful economic and demographic analyses guide decision makers in economic and commercial development as well as transportation and environmental planning. Alivia's economist services include market feasibility assessments, demographic analysis, economic impact assessments, labor market analysis and delivery and housing market analysis. Alivia has worked in both the public and private sectors prior to forming The Metts Group. Alivia's unique approach of conducting local and regional interviews of existing industries allows her to provide detailed results of specific industrial and commercial users who could be contacted or marketed for the site. **Most recently she was part of the J-U-B team for the Flex Light Industrial Study and the South College Place Planning Study.**

RELEVANT EXPERIENCE

The following are three recently completed projects which are similar to the Martin Airfield Area Planning Study. Funding for each of these projects was from Washington State CERB and the final product conformed to the minimum threshold criteria established by CERB.

AIM Center Industrial Master Plan | Port of Pasco, WA (2023)

STEPHEN MCFADDEN, DIRECTOR OF ECONOMIC DEVELOPMENT AND MARKETING; (509) 537-0524;
SMCFADDEN@PORTOFPASCO.ORG



J-U-B met a nearly impossible deadline to complete the Tri-Cities Airport Aerospace Innovation and Manufacturing (AIM) Center Master Plan for the Port of Pasco, WA. J-U-B prepared 1,100 page document outlining the viability of development of the 460-acre site on the airport. Our team evaluated traffic, cultural resources, geotechnical considerations, water, sewer, electrical, grading, zoning, environmental compliance, and FAA airspace—all within a period of less than four months!

This plan is the first step to attracting industry such as electric and hydrogen-powered aircraft, private space exploration, vertical take-off and landing vehicles, autonomous flight systems, and uncrewed aerial vehicles. The client was impressed with the master plan and appreciative of J-U-B's help.

Flex Light-Industrial Building Planning Study | City of College Place, WA (2020)

MIKE RIZZITIELLO, CITY ADMINISTRATOR; (509) 394-8506; MRIZZITIELLO@CPWA.US



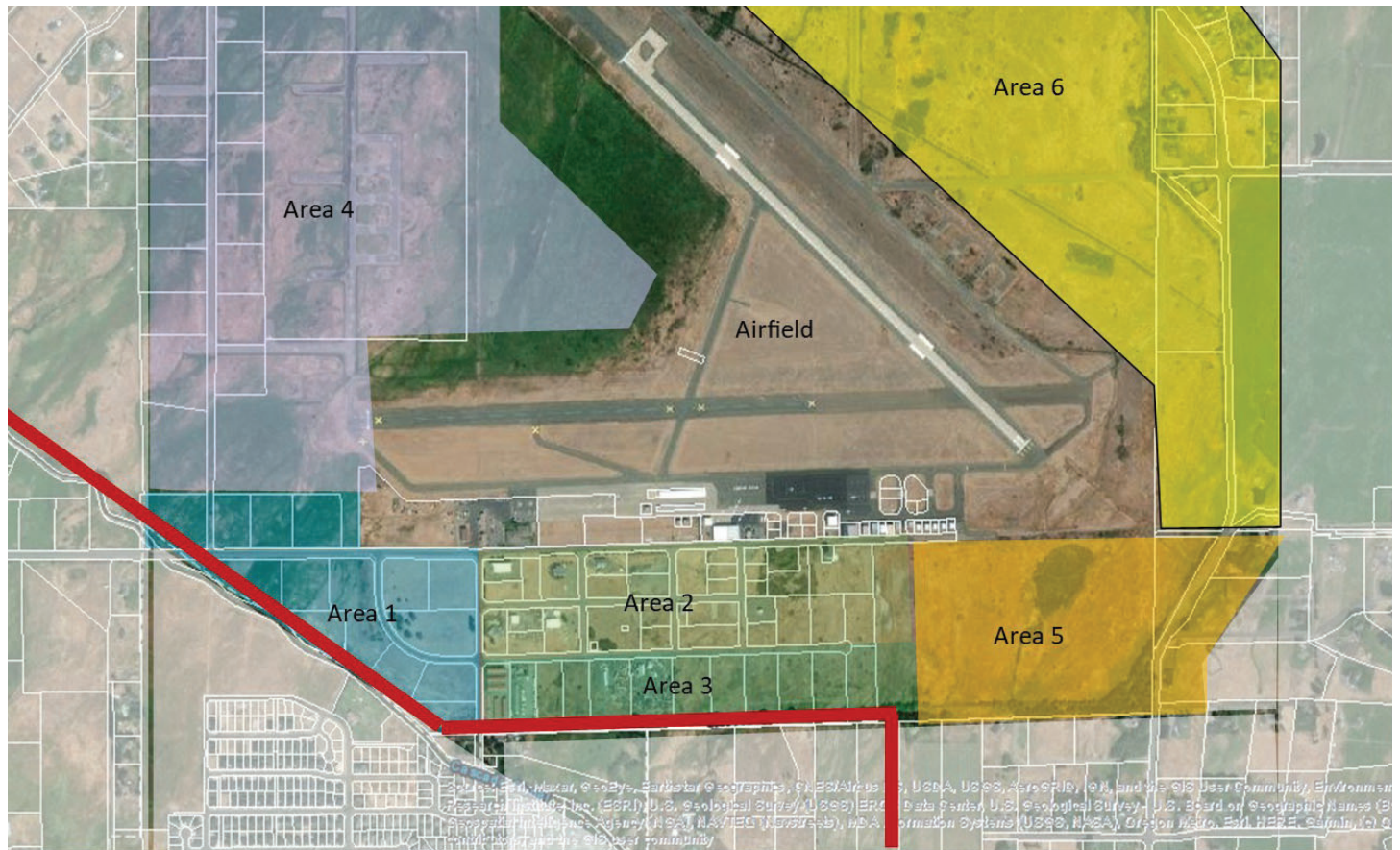
In 2020, J-U-B, The Metts Group, and Design West Architects teamed together to assist the City of College Place with the preparation of a Planning Study which evaluated three light industrial sites for a future City-Owned Flex Light-Industrial Building. The City desires to expand the amount of light industrial land available for development and market the many food processing, medical, wine, and tourism industries interested in locating to the area. Specifically, the industries looking for industrial sites prefer a pre-constructed building rather than a greenfield site. The general premise of this study consisted of the following:

- » Analyze the infrastructure and public facilities needed for future development.
- » Identify the most cost-effective site to develop.
- » Complete engineering analysis identifying potential impacts of land use to public facilities.
- » Prepare supporting engineering cost estimates.
- » Prepare economic analysis for the College Place and Walla Walla area.
- » Identify potential industrial uses for the site.
- » Develop conceptual site layouts and building floor plan compatible for flexible work space.

Specific for your project, one of the three sites evaluated during the preliminary site and economic analysis phase included the western portion of the Martin Airfield site. This information has given us valuable information on infrastructure needs and potential development opportunities available.

Bowers Field Airport Business Park Study | Kittitas County, WA (2024)

MARK COOK, DIRECTOR OF PUBLIC WORKS; (509) 962-7523; MARK.COOK@CO.KITTITAS.WA.US



Kittitas County, as owner and operator of the Bowers Field Airport in Ellensburg, hired J-U-B Engineers, Inc. to evaluate the feasibility of development of up to 850 acres of land surrounding the Airport. J-U-B drafted a successful CERB Planning Grant application to include a detailed review of the existing property, including survey, infrastructure inventory, economic/market feasibility, environmental constraints, conceptual site plans, utility/infrastructure analysis, and a heavy public involvement component to garner feedback from the community and stakeholders.

This Airport site is unique in that it is home to the Central Washington University Department of Aviation, allowing students to take advantage of facilities and a fleet of 19 aircraft in their educational pursuit of a career in aeronautics. As such, representatives from the University were heavily involved in the planning process.

This ongoing master plan will ultimately prioritize areas for development and identify which locations are best suited for various uses such as commercial or industrial.

PROJECT UNDERSTANDING AND APPROACH

Organization and Communication

Planning efforts require robust and ongoing coordination. Since a mostly undeveloped site starts with an idea and vision, it's important to continually share thoughts and feedback to ensure the goals of the study are accomplished. For this reason, we make a point to allocate time to communicate regularly with our internal team and with the client directly.

- » This starts with a kickoff meeting to truly understand objectives. We'll ask about your goals, concerns, and what makes the project successful in your mind.
- » Throughout the project, regular progress meetings will ensure our internal team is on track, and that we are on schedule to deliver at milestones consistent with your expectations.
- » We report to you on scope, schedule, and budget a minimum of once per month. This allows us to communicate our progress, along with any concerns so they can be rectified early in the process.

Keeping a continuous loop of communication, both internally with our team and externally with the City, helps our effort remain focused and organized. The project team is able to progress smoothly with a clear understanding of the planning study objectives. The result is an efficient and comprehensive product for the City to use as an effective tool to plan development.

Project Approach

Our project approach is consistent with the multiple other CERB Planning Studies we have prepared in recent years. We believe we have prepared a proven approach and process that will help us keep on schedule while also addressing your needs. In addition, members of the project team have also worked on the infrastructure and economic analysis from the both the South College Place Planning Study and Flex-Light Industrial Planning Study, which will

provide us with a head start when it comes to identifying potential industries and site users as well as preparing the infrastructure analysis for the site.

A successful planning document will identify the characteristics of the site in relation to the needs of the industries which the City would like to attract. This typically involves an evaluation of:

- » **Site Characteristics** - What is unique to the site? What are the limitations? What can your site offer?
- » **Targeted Industries** - What kind of industry does the City want to attract? Why?
- » **Industry Interests** - What do those industries need? Ample space? Certain utilities? Transportation?



This study will evaluate each of these components in detail to determine what improvements or other action is needed to prepare the site for development. The intersection of these three elements is the key to preparing a site to cater toward industries which best benefit the City's interests.

Martin Airfield Site Characteristics	Targeted Industries	Industry Interests
Private Airport	Food Processing	Access
Roadway Access	Medical	Workforce
Ample Land (240 Acres)	Wine	Land
Utilities (existing/future)	Tourism	Water/Sewer/Power/Broadband

Through this evaluation, we will address the CERB planning study requirements and position the City for the implementation of infrastructure expansion through additional funding sources. This will include a site and infrastructure evaluation, marketing strategy, evaluation of needs, specific coordination with target industries, and all other components of CERB's outlined requirements. Additional detail can be found in the scope of work. This work will ensure your planning study is comprehensive and actionable.



Project Understanding

Through recent work we have conducted in the area and familiarity with College Place, our team has a strong understanding of the site, its benefits, and limitations. It is our understanding that the City of College Place currently has a short supply of light industrial land with only three active acres of light industrial land. The City would like to target food processing, medical, wine and tourism industries. The purpose of this project is to perform preliminary engineering analysis of transportation, broadband, water, wastewater, and storm, as well as economic/market analysis for the purpose of development.

Based on our previous work in this area, the following is a summary of our evaluation of the site conditions:

SITE OVERVIEW

In 2019, J-U-B prepared an analysis of future development costs of Martin Airfield. As a result, it was identified that this site will require further evaluation of the following potential development restrictions:

- » Airport building height and land use compatibility requirements.
- » Critical areas and shallow ground water located along Doan's Creek.
- » There are existing riparian areas located along Doan Creek near the Martin Airfield site. As a result, the critical areas ordinance maps recommend a 75-ft buffer along Doan Creek.

- » The soils for the majority (89.8%) of the site is described as UmA – Umapine silt loam.

ROAD

The Martin Airfield Site is bound by W Whitman Dr to the north and Hampton Ln to the west. Whitman Dr is a Rural Minor Collector, owned and operated by the County. Hampton Ln is a private road. Whitman Dr is a 40-foot wide street with 5-foot shoulders on each side. Direct access to the site is anticipated to be via Whitman Dr. Further analysis to determine impacts of development to Whitman Dr and the surrounding area is needed.

WATER

This site is located within of the City's water service area, but is currently not served by water. We are currently designing an elevated water tank that is being upsized to serve this development. It is anticipated the extension of a looped 16-inch water main to the site would be required for development of this site.

SEWER

This site is located within the city sewer service area, but is not currently served by sewer. This would result in a need to extended services if development occurred. Due to the location of the site, it is anticipated that a lift station and forcemain would be required to be able to provide sewer service to this site. The General Sewer Plan has identified approximate locations for these facilities.

STORMWATER

All land-disturbing activities, new development and redevelopment unless otherwise exempted in accordance with CPMC Section 13.86.030 shall be required to comply with the standards, procedures and requirements set forth by this chapter and the current:

- » City of College Place Standard Plans and Specifications as adopted by council resolution
- » Stormwater Management Manual for Eastern Washington (SWMMEW).

It is anticipated that all stormwater will be required to be retained and treated on each site. CPMC Section 13.86 includes additional details.

ELECTRICITY

- » Columbia Rural Electric Association (Columbia REA) provides power to this site with underground, 3-phase available. This site is located off of an express feed on the south side of Whitman Dr that can provide ample power to future development.
- » Pacific Power can be provided service with both single-phase and 3-phase.

TELECOMMUNICATIONS

Century Link can provide telephone, cable, and high speed internet to the sites. Internet speeds for each site are capable of providing 30M downstream and 1.5M upstream

NATURAL GAS

Gas service in the area is provided by Cascade Natural Gas Corporation (CNGC). Gas service is available to the airport site but servicing could be expensive. An evaluation of potential users would be beneficial in determining the viability and usefulness of providing natural gas.

These elements will all be further evaluated, along with a comprehensive economic study to determine how the characteristics of the site best align with the needs of the industries the City hopes to attract.

DETAILED SCOPE OF WORK

Based on our experience with similar projects and knowledge of the specific components of the Martin Airfield Area site, we anticipate the following tasks:

TASK 1 – KICKOFF MEETING

The J-U-B Team understands the importance of good communication between our team and City staff, which will help clarify major issues and concerns and how the City would like changes implemented.

We propose to hold a project kick-off meeting with the J-U-B Team, appropriate City staff, and other key stakeholders at the beginning of the project. This will help establish unity and focus which will lead to better end results. In this meeting we will accomplish the following:

- » Allow introductions between key City, J-U-B staff and stakeholders to build solid communication pathways over the entire project.
- » Review the key elements of the project and communicate expectation and schedules.
- » Communicate the importance of team member involvement and support throughout the project.
- » Discuss the overall vision of the project.
- » Discuss potential constraints that would hinder the success of the project.
- » Discuss potential opportunities that would enhance the project.
- » Identify follow-up meetings with key individuals, if necessary.

After the kick-off meeting, the J-U-B Team will review the initial Scope of Work and identify if any specific changes are needed.



TASK 2 – ECONOMIC FEASIBILITY

The overall goal of the Economic Feasibility Study component is to analyze economically feasible industrial uses for the proposed site. This task will be vital in the future phases of the project. The economic analysis will allow us to identify key industries who may be interested in this site. This information will be used later in the project to identify lot size and configuration, infrastructure needs, and wastewater treatment options.

Tasks will include:

1. Interview key stakeholders to gather and review pertinent project background data.
2. Assess the locational characteristics of the site relative to industrial market.
3. Perform Market analysis for site
4. Perform Job Benefit Analysis
5. Evaluate the overall City of College Place area economic outlook for industrial real estate development.
6. Conduct interviews with selected key persons in the College Place catchment area knowledgeable of demand potentials by various industrial uses (e.g. complementary agricultural processing/supplier needs, light manufacturing, warehouse distribution, flex space, etc.).

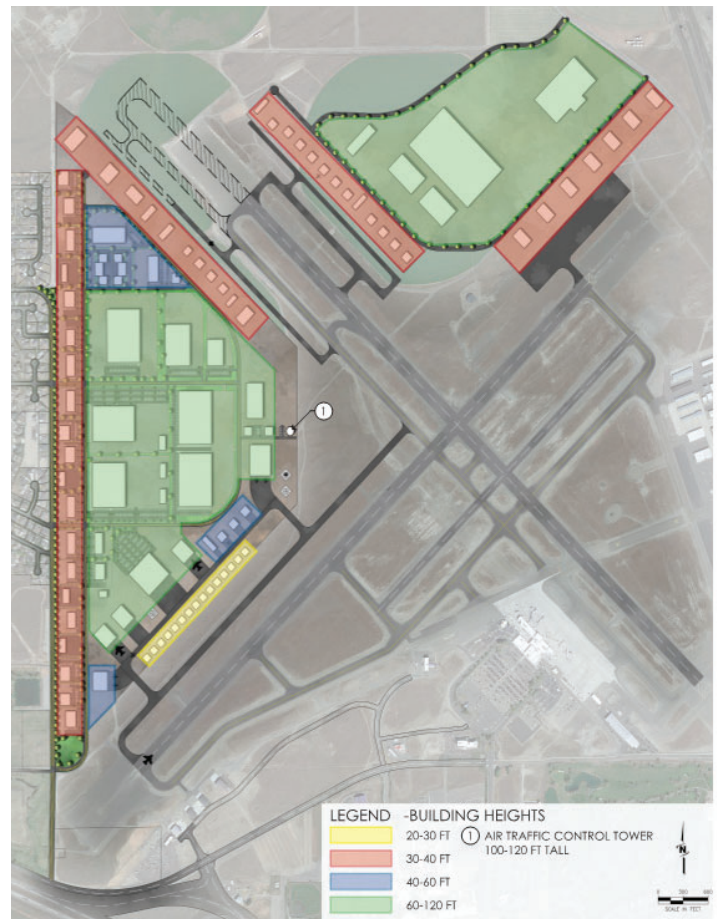
7. Identify and evaluate potentially competing sites and corresponding industrial uses.
8. Analyze which target industries may locate at the site.
9. Recommend specific companies that should be targeted prospective tenants.
10. Forecast the economic impacts to the City of College Place if the site is fully tenanted with the prescribed potential industrial users.
11. Recommend a project marketing strategy for the site.
12. Prepare a corresponding Economic Feasibility Analysis and marketing strategy for the site.

TASK 3 – SITE ANALYSIS

The purpose of this task is to prepare a conceptual site analysis and layout to determine the developability of the site. The results of the economic analysis (Task 2) will identify specific types of users looking for property within the area and their site needs including access and lot size.

Tasks will include:

1. Prepare base maps for the site.
2. Review any significant physical or environmental impediments to development on the site.
3. Perform an airspace analysis. Martin Airfield provides a unique development opportunity for this site – but it also presents some constraints regarding the ability to construct at particular elevations, or for certain uses. We will evaluate the physical airspace surface limitations and make recommendations for development at various locations surrounding the airfield.
4. Prepare conceptual site plans which will include roadway access and building layouts. The intent would be to identify concepts that allow maximum site flexibility, including utility stubs and easements, etc.
5. Prepare a conceptual utility plan (of the selected lot configuration) which will show the proposed size and locations of the proposed water services to each of the proposed lots.



Tri-Cities Airport Aerospace Industrial & Manufacturing (AIM) Center Master Plan

TASK 4 – INFRASTRUCTURE ANALYSIS

The purpose of the Infrastructure Analysis component is to evaluate on and off-site infrastructure available to the site. As a result of the Site Analysis, this task will provide more in-depth analysis of the Infrastructure to serve each site.

Tasks will include:

1. **Transportation Analysis** – Collect existing conditions traffic data, evaluate trip generation rates, determine roadway cross-section needs including turn lanes and traffic control. Prepare cost estimates for the internal roadway and proposed off-site improvements needed.
2. **Water** - Review the existing Water System Plan and determine the ability to serve the site with domestic water and review impacts to water system facilities owned by the City of College Place based upon build-out of the site. Information will be collected to layout and master plan the domestic water system to serve the development at build-out conditions.

3. **Sewer** – Review any impacts to offsite sanitary sewer collection system and wastewater treatment facilities owned by the City based upon build-out of the site.
4. **Stormwater** – Identify storm water collection options to serve the development. It is assumed that post- development flows will be limited to a peak flow equivalent to that of existing conditions. No review of the impacts to offsite storm facilities will be performed. The necessary storm water detention/retention facilities will be located and sized per local standards.
5. **Irrigation** – Identify irrigation requirement and providers for the proposed industrial site.
6. **Electrical** – Coordinate with the appropriate electrical utility provider to identify the main infrastructure requirements to serve the Industrial Area.
7. **Broadband** – Coordinate with the appropriate broadband providers to identify the main infrastructure requirements needed.
8. **Natural Gas** – Coordinate with the appropriate natural gas providers to identify the main infrastructure requirements to serve the Industrial Area.
9. **Figures** - Develop figures for each utility to show the main infrastructure required to serve each site.
10. **Cost Estimates** - J-U-B will prepare site development costs for the site including grading, stormwater and detention facilities, and water and sewer services, as well as coordinate site electrical, telecommunications and natural gas costs. These estimates will help the City determine infrastructure costs for the development. Cost Estimates will also include off site infrastructure improvements needed to bring infrastructure to the site.

TASK 5 – PROJECT COORDINATION AND FINAL PLAN DOCUMENTATION

After the economic analysis is completed, a preferred land use plan alternative is selected, and the infrastructure analysis is compiled, a final plan can be prepared. However, prior to the preparation of the final plan the project team will hold at least two meetings with City staff to review the status of the project. Largely, the agenda for these meeting will be to review the outcome of the economic analysis, review the site layout plans and discuss the outcome of the infrastructure an analysis.

It is intended that the final plan would include the preparation of the Economic and Feasibility Plan into one document including proposed land use designations, lot layouts, circulation, environmentally sensitive areas and utility/roadway access.

If needed, J-U-B will present the findings and recommendations of the study to the City Council or Planning Commission.



PROPOSED TABLE OF CONTENTS

Section 1. Introduction

- 1.1. Background
- 1.2. Purpose of the Plan
- 1.3. Planning Process
- 1.4. Existing Property Description
- 1.5. Land Use and Zoning
- 1.6. Environmental
- 1.7. Current Land Uses

Section 2. Stakeholder Involvement

Section 3. Economic Analysis

Section 4. Existing Conditions

- 4.1. Transportation
- 4.2. Sanitary Sewer Service
- 4.3. Potable Water Service
- 4.4. Surface and Storm Water Management
- 4.5. Other Governmental Services

Section 5. Parcel Conceptual Layout

Section 6. Transportation Facilities

- 6.1. Planned Internal Roadway Network
- 6.2. Airport – Martin Field
- 6.3. Off Site Roadway Evaluation

Section 7. Utility Requirements

- 7.1. Sanitary Sewer Service
- 7.2. Potable Water Service
- 7.3. Surface and Storm Water Management
- 7.4. Other Governmental Services

Section 8. Earthwork

- 8.1. Grading

Section 9. Infrastructure Costs and Funding Sources

- 9.1. Revenue Sources
- 9.2. Development Costs

PROJECT BUDGET AND SCHEDULE

We have shared the project scope of work with all of our team members and have secured their 100% commitment to this project. J-U-B has recently wrapped up several large projects so the timing could not be better. **The schedule below shows how we would propose to have this project complete within the required 10 months from the start date.** In fact, we believe we will be able to complete the project well in advance of this deadline. We are committed to completing your project on time and within budget. Please note that the proposed schedule may be adjusted as a result of the kickoff meeting. In addition, the schedule does not address potential delays related to agency review, funding guidelines, etc. Budget and hourly rates can be found on the following page.

PROJECT SCHEDULE

Task/Subtask Name	April	May	June	July	August	Sept	Oct	Nov	Dec
Project Start/Kickoff Meeting									
Economic Feasibility									
Site Analysis									
Infrastructure Analysis									
Project Coord/Final Plan									

PROJECT BUDGET CONFIDENTIAL

The following is a man-hour estimate for each team member by task as well as the proposed cost. We believe we will be able execute the scope of work identified within your proposed budget of \$125,000. In fact, there might even be some options to modify the scope and tasks to extend your budget even further.

	Ben Hoppe Program Manager	Alex Fazzari Senior Program Manager	Justin Baerlocher Senior GIS Analyst	Elizabeth Smith Planner	Ben Haws Lead Program Manager	Travis Marden Program Manager	Spencer Montgomery Lead Planner Discipline	Daral Moore Senior Program Manager	Sub- consultant Expenses	Total Number of Staff Hours	Total Proposed Fee
Project Start/ Kick-Off Meeting	4	4	4	0	0	0	0	0	\$0	12	\$2,600
Economic Feasibility	2	0	8	8	0	0	0	0	\$22,000	18	\$25,100
Site Analysis	2	0	16	20	40	40	40	20	\$0	178	\$38,800
Infrastructure Analysis	2	0	8	8	40	40	40	20	\$0	158	\$35,600
Project Coord/ Final Plan	40	2	16	40	4	4	4	4	\$0	114	\$22,200
Total Hours	50	6	52	76	84	84	84	44		480	480
Total Costs	\$11,500	\$1,500	\$9,300	\$11,300	\$20,200	\$19,200	\$18,500	\$11,000	\$22,000		\$124,300

J-U-B ENGINEERS INC. 2024 RATE TABLE

Labor Category	Hourly Rate
Program Manager	\$229
Program Manager - Senior	\$250
GIS Analysis - Senior	\$178
Planner	\$149
Program Manager - Lead	\$240
Planner - Discipline Lead	\$220

City of College Place, Washington
RESOLUTION NO. 24-005

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
REGARDING ACCEPTANCE OF \$100,000 SITE DEVELOPMENT GRANT FROM THE STATE OF
WASHINGTON COMMUNITY ECONOMIC REVITALIZATION BOARD (CERB).**

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 Council authorized the City Administrator to submit a Site Development Planning Study Grant Application for the Martin Airfield Area for \$100,000 with \$25,000 match via Resolution #23-063 adopted during the November 14th, 2023 City Council meeting; and

Whereas, the City Administrator gave a presentation to the CERB Board during their January 2024 meeting and they voted to extend an Initial Offer of Financial Aid (IOFA) in the amount of \$100,000 grant; and

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

- 1.** Authorizes the City Administrator to sign the Initial Offer of Financial Aid (IOFA) with the State Community Economic Revitalization Board (CERB) as well as necessary contract documents.

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 February, 2024.

Attest:

Norma L. Hernández, Mayor

Sherri St. Clair, City Clerk

City of College Place, Washington
RESOLUTION NO. 24-022

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
AWARDING MARTIN AIRFIELD PLANNING STUDY CONTRACT TO J-U-B ENGINEERS FOR
\$124,300**

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 Council authorized the City Administrator to submit a Site Development Planning Study Grant Application for the Martin Airfield Area for \$100,000 with \$25,000 match via Resolution #23-063 adopted during the November 14th, 2023 City Council meeting; and

Whereas, the City Administrator gave a presentation to the CERB Board during their January 2024 meeting and they voted to extend an Initial Offer of Financial Aid (IOFA) in the amount of \$100,000 grant; and

Whereas, the City Council authorized the City Administrator to sign the Initial Offer of Financial Aid (IOFA) with the Community Economic Revitalization Board on February 13th, 2024; and

Whereas, an RSQ was issued soon afterward, the city received two submissions, and graders evaluated proposals; and

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

- 1.** Authorizes the City Administrator to sign contract with J-U-B Engineers not to exceed \$124,300 to complete Martin Airfield Planning Study.

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 9th day of April, 2024.

Attest:

Norma L. Hernández, Mayor

Sherri St. Clair, City Clerk

1. Federal Award No.

693JJ32440238

4. Award To

City of College Place, Washington

625 S. College Ave

College Place, WA, 99324

Unique Entity Id.: ZG1SNDHCCH16

TIN No.: 91-6001412

2. Effective Date

See No. 16

Below

3. Assistance Listings No.

20.939

5. Sponsoring Office

U.S. Department of Transportation

Federal Highway Administration

Office of Safety

1200 New Jersey Avenue, SE

HSSA-1, Mail Drop E71-117

Washington, DC 20590

6. Period of Performance

Effective Date of Award –

to March 1st, 2026

7. Total Amount

Federal Share:

Recipient Share:

Other Federal Funds:

Other Funds:

Total:

\$102,480

\$25,620

\$0

\$0

\$128,100

8. Type of Agreement

Grant

9. Authority

Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)

10. Procurement Request No.

HSA240366PR

11. Federal Funds Obligated

\$102,480

12. Submit Payment Requests To

See Article 5.

13. Accounting and Appropriations Data

15X0173E50.0000.055SR10500.5592000000.4

1010.61006600

14. Description of the Project
This award will be used by the City of College Place to develop a comprehensive safety action plan.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature

Date

Name: Michael Rizzitiello

Title: City Administrator

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature

Date

Name: Amalia Rodezno

Title: Agreement Officer

1 of 15

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE

FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of College Place (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the College Place Safe Streets and Roads for All (SS4A) Action Plan

The parties therefore agree to the following:

ARTICLE 1

GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: College Place Safe Streets for All Action Plan

Application Date: June 2nd, 2023

2.2 Award Amount.

SS4A Grant Amount: \$102,480

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The project will be completed in one phase as follows:

This award will be used by the City of College Place to develop a comprehensive safety action plan.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	7-1-2024
Planned Draft Plan Completion Date:	8-1-2025
Planned Final Plan Completion Date:	11-1-2025
Planned Final Plan Adoption Date:	12-1-2025
Planned SS4A Final Report Date:	3-1-2026

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$102,480
Other Federal Funds:	\$0.00
State Funds:	\$0.00
Local Funds:	\$25,620
In-Kind Match:	\$0.00
Other Funds:	\$0.00
Total Eligible Project Cost:	\$128,100

(b) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Mr. Michael Rizzitiello
City Administrator
City of College Place
625 S. College Avenue
College Place, WA, 99324
509-394-8506
mrizzitiello@cpwa.us

4.2 Recipient Key Personnel.

Name	Title or Position
Michael Rizzitiello	City Administrator
Brian Carleton	Finance Director
Robert McAndrews	Public Works Director
Jon Rickard	Community Development Director

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – Washington
Agreement Officer’s Representative (AOR)
711 Capital Way S. Suite 501
Olympia, WA 98501
(360)753-9480
hdawa@dot.gov

and

Joel Barnett
Washington Division Office Lead Point of Contact
Safety and Design Engineer
711 Capital Way S. Suite 501
Olympia, WA 98501
(360) 534-9323
Joel.Barnett@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost

provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6

SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.

- 6.6** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.7** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of College Place city limits and urban growth area.

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

Scope: No Changes

Schedule: No Changes

Budget: No Changes

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds			N/A	
Non-Federal Funds			N/A	
Total Previously Incurred Costs			N/A	
Future Eligible Project Costs				
SS4AFunds			N/A	
Other Federal Funds			N/A	
Non-Federal Funds			N/A	
Total Future Eligible Project Costs			N/A	
Total Project Costs			N/A	

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
X	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The City has an ad-hoc Diversity & Inclusion Advisory Board that helps city staff review projects with a racial equity perspective.

ATTACHMENT D CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>

	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
X	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. **Supporting Narrative.**

The City will work to implement projects identified in the Safety Action Plan resulting from this grant. Also, the City will add in a Climate Change Element to its Comprehensive Plan as mandated by the State of Washington Growth Management Act its next Planning Cycle in 2026.

ATTACHMENT E
LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

x	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The City follows State of Washington labor and equity laws.

City of College Place, Washington
RESOLUTION NO. 24-023

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
ACCEPTING THE US DEPARTMENT OF TRANSPORTATION SAFE STREETS FOR ALL ACTION PLAN
GRANT AWARD**

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 Council authorized the City Administrator to submit a Federal Department of Transportation Safe Streets For All Action Plan Grant in 2023; and

Whereas, the Federal Department of Transportation Has awarded the City an action plan grant award of \$102,480; and

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

- 1.** Authorizes the City Administrator to sign grant agreement for Federal Safe Streets For All (SS4A) Action Plan Grant of \$102,480.

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 9th day of April, 2024.

Attest:

Norma L. Hernández, Mayor

Sherri St. Clair, City Clerk

City of College Place
C-E-177(002)-1
NE Rose Street pedestrian lights
NE Carey Court to NE Ash Avenue

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of College Place
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the NE Rose Street pedestrian lights, NE Carey Court to NE Ash Avenue (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of COLLEGE PLACE, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 89.9998% percent of approved eligible project costs up to the amount of \$487,160, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable

amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed April 1, 2025 unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose. The obligations of this Section shall survive termination of this Agreement.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that

maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. The obligations of this Section shall survive termination of this Agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name





Memorandum

DATE: August 4, 2022

TO: Mike Rizzitiello, P.E., City Administrator
City of College Place, WA

FROM: Rick Keniston, P.E., PBS Senior Transportation Engineer

PROJECT: NE Damson Avenue and NE Rose Street Improvements

REGARDING: Traffic Level Of Service Memo For TIB Application

The City of College Place, WA, and the surrounding City of Wall Walla areas, are experiencing a period of rapid growth, in both residential and economic land uses. New growth is occurring not only in un-developed areas, but also in areas of existing infrastructure, which is often not equipped with multimodal facilities that provide needed access to active transportation users.

This project provides for multimodal access on two existing City streets: NE Rose Street and NE Damson Avenue.

NE Rose Street, N College Way to NE Lambert Avenue:

Existing condition: NE Rose Street is an east-west arterial that connects College Place with downtown Walla Walla. From N. College Way, east to NE Lambert Avenue, NE Rose Street is a three-lane street with a minimal shoulder and barrier curb on the north (westbound) direction; and minimal shoulder, curb, and an existing asphalt multi-use path on the south (eastbound) direction. NE Rose Street has a two-way median turn lane in this section. East of NE Lambert Avenue, to NE Carey Court, NE Rose Street is a four-lane arterial with minimal shoulders no median turn lane, and includes sidewalks on both sides.

Proposed project: This project proposes to revise NE Rose Street, from NE Lambert Avenue to NE Carey Court, by re-striping the street from the existing four lanes, to a "road diet" of one lane in each direction, median turn lane, and 5 ft bike lanes in each direction. It will also add pedestrian-level street lighting on NE Rose Street for the entire section from Ash Street to Carey Court.

Existing and proposed traffic Level of Service (LOS):

NE Rose Street has a total peak hour traffic volume of approximately 350 vehicles per hour. A corresponding daily traffic volume of approximately 3500 vehicles per day. A traffic count at NE Rose St and Wallula/NE Lambert St from March 31, 2020 is the reference for this estimate. A peak hour total of 350 vehicles on a two-lane street with left turn lanes is far under the capacity of such a street, which would be in the 1,000 vehicles per hour range. 350 vehicles per hour would equate to a Level of Service A in both the existing condition, and proposed project condition.

NE Rose Street, NE Lambert Avenue to NE Carey Court:

In the section of NE Rose Street, from NE Lambert Avenue to NE Carey Court, where the City proposes to reduce the number of travel lanes from four to two, (with bike lanes and continuous center turn lane), the peak hour traffic volumes of 350 vehicles per hour is still well under the roadway capacity for a three-lane section, and is estimated to provide LOS A in the after-project condition..

NE Damson Avenue, NE Rose Street to NE C Street:

Existing condition: NE Damson Avenue is a 700 ft long local collector street that provides residential access to NE Rose Street. It is an un-striped two-lane asphalt road with a church, two homes and a duplex abutting it. There is a one-block park on the east side of NE Damson with a sidewalk. The remainder of Damson Avenue has no sidewalks.

Proposed project: This project proposes to resurface NE Damson Avenue from NE Rose Street to NE C Street, and add new sidewalks on each side of the street.

Existing and proposed traffic Level of Service (LOS):

Recent traffic counts on NE Damson Avenue (April 2022) show a daily traffic volume that ranges from 338 vehicles to 564, for an average of 471 vehicle per day. PM peak hour counts were higher than AM peak hour, and ranged from 40 to 51 vehicles per hour (VPH), with an average of 47 VPH. A peak volume of 47 VPH is less than one vehicle per minute (one vehicle every 60 seconds), so the Level of Service is quite good (LOS A). This condition would not change in the "after" conditions with the added sidewalks.



A handwritten signature in black ink that reads "Rick Keniston".

Digitally signed by
Rick K Keniston
Date: 2022.08.04
14:52:59-07'00'

Attachment(s): NE Rose Street & Wallula/NE Lambert Avenue traffic count 3/31/2020.

Intersection: Rose/Wallula
 Count Date: Tuesday, March 31, 2020
 Count Taken At: 16:08
 Interval Length 15 mins
 # of Intervals: 8

Southbound: Wallula
 Westbound: Rose
 Northbound: Lambert
 Eastbound: Rose

Total	Peak Hour	SBR	SB	SBL	WBR	WB	WBL	NBR	NB	NBL	EBR	EB	EBL	Total	PHF
Veh:	16:38 to 17:38	1	6	34	65	112	28	1	5	0	0	90	0	342	0.92
	Heavy Veh %	0%	0%	6%	0%	1%	0%	0%	0%	--	--	1%	--	1%	

Autos:	Time	SBR	SB	SBL	WBR	WB	WBL	NBR	NB	NBL	EBR	EB	EBL	Total	Last Hour
1	16:08 to 16:23	0	3	9	11	24	3	3	0	0	0	21	0	74	--
2	16:23 to 16:38	0	1	7	8	32	5	0	0	0	0	26	0	79	--
3	16:38 to 16:53	0	0	13	20	32	3	0	2	0	0	22	0	92	--
4	16:53 to 17:08	0	3	3	14	20	6	1	1	0	0	26	0	74	319
5	17:08 to 17:23	0	1	9	15	36	10	0	1	0	0	16	0	88	333
6	17:23 to 17:38	1	2	7	16	23	9	0	1	0	0	25	0	84	338
7	17:38 to 17:53	0	2	6	8	21	4	1	0	0	0	20	0	62	308
8	17:53 to 18:08	1	4	7	13	30	5	0	2	0	0	13	0	75	309

Trucks:	Time	SBR	SB	SBL	WBR	WB	WBL	NBR	NB	NBL	EBR	EB	EBL	Total	Last Hour
1	16:08 to 16:23	0	0	0	0	0	0	0	0	0	0	0	0	0	--
2	16:23 to 16:38	0	0	0	0	0	0	0	0	0	0	0	0	0	--
3	16:38 to 16:53	0	0	0	0	0	0	0	0	0	0	0	0	0	--
4	16:53 to 17:08	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	17:08 to 17:23	0	0	1	0	0	0	0	0	0	0	0	0	1	1
6	17:23 to 17:38	0	0	0	0	0	0	0	0	0	0	0	0	0	1
7	17:38 to 17:53	0	0	0	0	0	0	0	0	0	0	0	0	0	1
8	17:53 to 18:08	0	0	0	0	0	0	0	0	0	0	0	0	0	1

Buses:	Time	SBR	SB	SBL	WBR	WB	WBL	NBR	NB	NBL	EBR	EB	EBL	Total	Last Hour
1	16:08 to 16:23	0	0	0	0	0	0	0	0	0	0	0	0	0	--
2	16:23 to 16:38	0	0	0	0	0	0	0	0	0	0	1	0	1	--
3	16:38 to 16:53	0	0	1	0	0	0	0	0	0	0	0	0	1	--
4	16:53 to 17:08	0	0	0	0	0	0	0	0	0	0	0	0	0	2
5	17:08 to 17:23	0	0	0	0	0	0	0	0	0	0	1	0	1	3
6	17:23 to 17:38	0	0	0	0	1	0	0	0	0	0	0	0	1	3
7	17:38 to 17:53	0	0	0	0	0	0	0	0	0	0	0	0	0	2
8	17:53 to 18:08	0	0	0	0	0	0	0	0	0	0	1	0	1	3

Total	Time	SBR	SB	SBL	WBR	WB	WBL	NBR	NB	NBL	EBR	EB	EBL	Total	Last Hour
Veh:	16:08 to 16:23	0	3	9	11	24	3	3	0	0	0	21	0	74	--
	16:23 to 16:38	0	1	7	8	32	5	0	0	0	0	27	0	80	--
	16:38 to 16:53	0	0	14	20	32	3	0	2	0	0	22	0	93	--
	16:53 to 17:08	0	3	3	14	20	6	1	1	0	0	26	0	74	321
	17:08 to 17:23	0	1	10	15	36	10	0	1	0	0	17	0	90	337
	17:23 to 17:38	1	2	7	16	24	9	0	1	0	0	25	0	85	342
	17:38 to 17:53	0	2	6	8	21	4	1	0	0	0	20	0	62	311
	17:53 to 18:08	1	4	7	13	30	5	0	2	0	0	14	0	76	313



Transportation Improvement Board

Project Funding Status Form

Agency Name: **COLLEGE PLACE**
Project Name: **NE Rose Street Pedestrian Lights**
NE Carey Court to NE Ash Avenue

TIB Project Number: **C-E-177(002)-1**

Verify the information below and revise if necessary.
Submit by emailing this completed form to your TIB Region Engineer.

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
COLLEGE PLACE	54,130	
WSDOT	0	
TOTAL LOCAL FUNDS	54,130	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title

City of College Place, Washington
RESOLUTION NO. 24-013

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING PURSUING COMPLETE STREET EARLY OPPORTUNITY APPLICATION FOR NE ROSE STREET PEDESTRIAN LIGHTING PROJECT (NE ASH AVE TO CAREY CT).

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

Whereas, the State of Washington Transportation Improvement Board (TIB) is retooling the Complete Street grant program and is conducting an early opportunity application for projects due March 1st, 2024; and

Whereas, this project was earlier conceived as part of the NE Damson reconstruction work but staff at TIB made us pull it out of Urban Arterial Grant Program due to a 10 year moratorium on funding roads they previously funded but this does not apply to the Complete Streets Grant Program.

Whereas, the City Council adopted Ordinance #17-005 pertaining to Complete Streets during its February 28th, 2017 City Council meeting; and

Whereas, the 2024 to 2029 Capital Facility Plan which features this project was adopted by the College Place City Council via Ordinance #23-014 during its November 28th, 2023 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 application to the State of Washington Transportation Improvement Board (TIB) Early Opportunity Complete Streets Grant Program for NE Rose Street Pedestrian Lighting Project (NE Ash Street to Carey Ct).

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 27th day of February, 2024.

Attest:

Norma L. Hernández, Mayor

Sherri St. Clair, City Clerk

City of College Place, Washington
RESOLUTION NO. 21-037

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING PURSUING APPLICATION & NOMINATION TO THE TRANSPORTATION IMPROVEMENT BOARD COMPLETE STREET GRANT PROGRAM FOR THE NE ROSE STREET IMPROVEMENT 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 State of Washington Transportation Improvement Board (TIB) is conducting a call for projects pertaining to the Complete Street Grant program; and

Whereas, the City Council adopted Ordinance #17-005 pertaining to Complete Streets during its February 28th, 2017 City Council meeting; and

Whereas, the 2021 to 2027 Capital Facility Plan which features this project was adopted by the College Place City Council via Ordinance #20-018 during its November 24th, 2020 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 and state agency nomination of NE Rose Street Improvement Project for Transportation Improvement Board Complete Street Grant funds.

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 27th day of July, 2021.

DocuSigned by:
Norma L. Hernandez
Norma L. Hernandez, Mayor

Attest:
DocuSigned by:
Lisa R. Neissl
Lisa R. Neissl, CMC
City Clerk



Washington State Transportation Improvement Board

TIB Members

Chair
Councilmember Sam Low
Snohomish County

Vice Chair
Mayor Hilda González
City of Granger

Amy Asher
Mason Transit Authority

Aaron Butters
HW Lochner Inc.

Susan Carter
Hopelink

Kent Cash
Port of Vancouver

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Elizabeth Chamberlain
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Dongho Chang
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Scott Chesney
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Cascade Bicycle Club and Washington Bikes

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Commissioner Scott Hutsell
Lincoln County

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Les Reardanz
Whatcom Transportation Authority

Peter Rogalsky
City of Richland

Mayor Kim Roscoe
City of Fife

Maria Thomas
Office of Financial Management

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

March 22, 2024

The Honorable Norma Hernandez, Mayor
City of College Place
317 South College Avenue
College Place, WA 99324

Dear Mayor Norma Hernandez:

Congratulations! The Transportation Improvement Board (TIB) is pleased to announce the selection of your early opportunity Complete Streets project, NE Rose Street pedestrian lights, NE Carey Court to NE Ash Avenue, TIB project number C-E-177(002)-1.

This project is supported with funding from Washington's Climate Commitment Act (CCA). The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

TIB is awarding 89.9998% of approved eligible project costs with a maximum grant of \$487,160.

Before any reimbursable work is permitted on this project, you *must* email a signed copy of the below documents and receive *approval* from TIB:

- Project Funding Status Form (verify the information is correct)
- Grant Agreement

All early opportunity Complete Streets projects must be **constructed by December 31, 2024, and closeout paperwork must be completed by April 1, 2025.**

If you have any questions or concerns about the above requirements, please contact your region engineer, Jonathan Heusman, at JonathanH@tib.wa.gov.

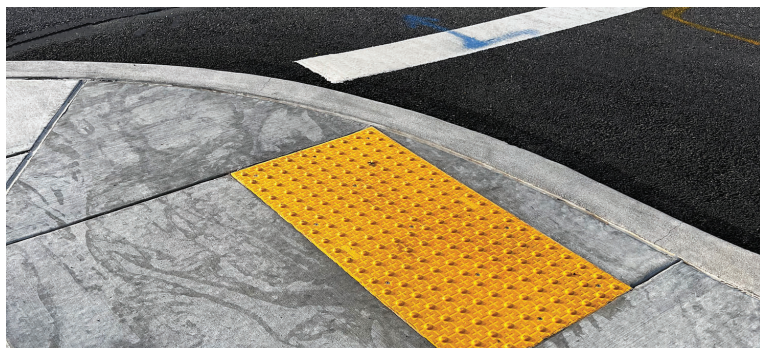
Sincerely,

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
www.tib.wa.gov



TRANSPORTATION IMPROVEMENT BOARD COMPLETE STREETS EARLY OPPORTUNITIES



Transportation Improvement Board Accepting Early Opportunity Applications for Complete Street Projects

Transportation Improvement Board (TIB) will now be accepting early consideration applications for the Complete Street projects.

Applications will be accepted for review for the following Complete Streets projects:

- Citywide ADA Ramp Retrofit
- New ADA Ramps
- Sidewalk Gaps
- Rectangular Rapid Flashing Beacons (RRFBs)
- Restriping (including road diets, adding bike lanes, and other related projects)
- Construction Ready Projects

Questions?

Contact your region engineer for more information.

Jonathan Heusman, PE
Southeast Region
jonathanh@tib.wa.gov

Andrew Beagle, PE
Northeast Region
andrewb@tib.wa.gov

Chris Langhoff, PE
West Region
chrisl@tib.wa.gov

Greg Armstrong, PE
Puget Sound Region
grega@tib.wa.gov

Important Dates

MARCH CONSIDERATION DEADLINE

March 1, 2024

MAY CONSIDERATION DEADLINE

April 26, 2024

Criteria

Agencies must:

- Submit early opportunity application, vicinity map, and estimated cost of project.
- Meet important dates to be considered.
- Complete projects in 2024.



City of College Place, Washington
RESOLUTION NO. 24-024

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
ACCEPTING THE STATE OF WASHINGTON TRANSPORTATION IMPROVEMENT BOARD
COMPLETE STREET GRANT FOR NE ROSE STREET (ASH TO CAREY CT) PEDESTRIAN LIGHTING**

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 Council authorized the City Administrator to submit a grant application into the State Transportation Improvement Board Complete Street Grant Program via Resolution #24-013 adopted on February 27th, 2024; and

Whereas, the State of Washington Transportation Improvement Board (TIB) awarded grant funds of \$487,160; and

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

1. Authorizes the City Administrator to sign grant agreement for State Transportation Improvement Board Complete Street Grant for NE Rose Street Pedestrian Lighting of \$487,160.

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 9th day of April, 2024.

Attest:

Norma L. Hernández, Mayor

Sherri St. Clair, City Clerk

PBS

TIB Estimate - CM Services																							
Task and Description	ENG - MANAGER VII	ENG - MANAGER VI	ENG V	ENG II	SUR - PRINCIPAL	Survey V	Survey IV	Survey 2- Person Crew	ENG I	PRI ADMIN III	Expense	PBS			SUBCONSULTANTS			SUB	Additional Design Engineering				
												TOTAL	GRAM NW	UFS	Testing Company	TOTAL							
Task 1: Project Management and Coordination (Updated)												0.00					0.00	0.00					
Sub-Task 1.1: Contract Administration, Invoicing, and Progress Reports												0.00					0.00	\$0.00					
Sub-Task 1.2: Meetings												0.00					0.00	\$0.00					
Sub-Task 1.3: Management, Coordination, and Direction												0.00					0.00	\$0.00					
Sub-Task 1.4: TIB Coordination												0.00					0.00	\$0.00					
Task 2: Surveying (Updated)												0.00					0.00	0.00					
Sub-Task 2.1: Surveying												0.00					0.00	\$0.00					
Task 3: Traffic Engineering (Updated)												0.00					0.00	0.00					
Sub-Task 3.1: Illumination Design												0.00					0.00	\$0.00					
Task 4: Design Engineering (Updated)												0.00					0.00	\$0.00					
Sub-Task 4.1: Final Design (PS&E)												0.00					0.00	\$0.00					
Sub-Task 4.2: QA/QC												0.00					0.00	\$0.00					
Task 5: Utility Coordination (Updated)												0.00					0.00	0.00					
Sub-Task 5.1: Utility Meetings												0.00					0.00	\$0.00					
Sub-Task 5.2: Conflict Identification, Analysis, & Recommended Resolution												0.00					0.00	\$0.00					
Sub-Task 5.3: Conflict Notification & Utility Relocations												0.00					0.00	\$0.00					
Task 6: Cultural Resources (Completed)												0.00					0.00	0.00					
Sub-Task 6.1: Cultural Resources (Completed)												0.00					0.00	\$0.00					
Task 7: Right Of Way (TCP) (Contingency)												0.00					0.00	0.00					
Sub-Task 7.1: Right of Way (TCP)												0.00					0.00	\$0.00					
Task 8: Design Engineering Services During Construction (Updated)												0.00					0.00	0.00					
Sub-Task 8.1: Bidding Support & Preconstruction Meeting												4,135.00					0.00	\$0.00					
Task 9: Construction Project Management & Coordination (New)										5.00		4,135.00					0.00	0.00					
Sub-Task 9.1: Contract Administration, Invoicing, & Progress Reports			6.00									1,715.00					0.00	\$1,715.00					
Sub-Task 9.2: Preconstruction & Kickoff Meetings	4.00		4.00									1,660.00					0.00	\$1,660.00					
Sub-Task 9.3: Utility Coordination			4.00									760.00					0.00	\$760.00					
Task 10: Construction Management & Construction Engineering (New)												55,543.00					0.00	0.00					
Sub-Task 10.1: Manage Record of Materials (ROM)	3.00	23.00							65.00			14,295.00					0.00	\$14,295.00					
Sub-Task 10.2: On-Site Meetings	2.00	25.00										5,575.00					0.00	\$5,575.00					
Sub-Task 10.3: Material Submittals	3.00	30.00							65.00			15,730.00					0.00	\$15,730.00					
Sub-Task 10.4: Construction Administration & Engineering	2.00	26.00										5,780.00					0.00	\$5,780.00					
Sub-Task 10.5: Response to Questions & Change Orders	2.00	26.00		20.00					39.00			14,163.00					0.00	\$14,163.00					
Task 11: Construction Observation (New)												91,739.00					0.00	102,239.00					
Sub-Task 11.1: Site Visits	2.00	34.00										7,420.00					0.00	\$7,420.00					
Sub-Task 11.2: Geotechnical Support		5.00		22.00								4,369.00					0.00	\$4,369.00					
Sub-Task 11.3: Material Testing			17.00									3,230.00			10,500.00		10,500.00	\$13,730.00					
Sub-Task 11.4: Inspection Services									560.00			76,720.00					0.00	\$76,720.00					
Task 12: Project Closeout (New)												20,141.00					0.00	20,141.00					
Sub-Task 12.1: As-Builts	1.00	4.00	2.50	20.00			8.00	16.00				9,216.00					0.00	\$9,216.00					
Sub-Task 12.2: Closeout Documentation	1.00	4.00	20.00	40.00								10,925.00					0.00	\$10,925.00					
TOTAL HOURS	20.00	177.00	53.50	102.00	0.00	0.00	8.00	16.00	729.00	5.00							0.00						
HOURLY RATES	225.00	205.00	190.00	152.00	270.00	155.00	142.00	220.00	137.00	115.00							0.00	10,500.00	10,500.00				
TOTAL DOLLARS	4,500.00	36,285.00	10,165.00	15,504.00	0.00	0.00	1,136.00	3,520.00	99,873.00	575.00	0.00	171,558.00	0.00	0.00	0.00	10,500.00	10,500.00	182,058.00					
												Design Budget \$			Construction CM Budget \$			Design Total Budget \$			Construction CM Total Budget \$		
																					182,058.00		



Washington State Transportation Improvement Board

TIB Members

Chair
Councilmember Sam Low
Snohomish County

Vice Chair
Mayor Hilda González
City of Granger

Amy Asher
Mason Transit Authority

Aaron Butters
HW Lochner Inc.

Susan Carter
Hopelink

Kent Cash
Port of Vancouver

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Dongho Chang
WSDOT

Scott Chesney
Spokane County

Vicky Clarke
Cascade Bicycle Club and Washington Bikes

Andrew Denham
Town of Twisp

Commissioner Al French
Spokane County

Commissioner Scott Hutsell
Lincoln County

Councilmember Jon Pascal
City of Kirkland

Les Reardanz
Whatcom Transportation Authority

Peter Rogalsky
City of Richland

Mayor Kim Roscoe
City of Fife

Maria Thomas
Office of Financial Management

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

March 22, 2024

The Honorable Norma Hernandez, Mayor
City of College Place
317 South College Avenue
College Place, WA 99324

Dear Mayor Norma Hernandez:

Congratulations! The Transportation Improvement Board (TIB) is pleased to announce the selection of your early opportunity Complete Streets project, NE Rose Street pedestrian lights, NE Carey Court to NE Ash Avenue, TIB project number C-E-177(002)-1.

This project is supported with funding from Washington's Climate Commitment Act (CCA). The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

TIB is awarding 89.9998% of approved eligible project costs with a maximum grant of \$487,160.

Before any reimbursable work is permitted on this project, you *must* email a signed copy of the below documents and receive *approval* from TIB:

- Project Funding Status Form (verify the information is correct)
- Grant Agreement

All early opportunity Complete Streets projects must be **constructed by December 31, 2024, and closeout paperwork must be completed by April 1, 2025.**

If you have any questions or concerns about the above requirements, please contact your region engineer, Jonathan Heusman, at JonathanH@tib.wa.gov.

Sincerely,

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
www.tib.wa.gov



June 22, 2023

Robert McAndrews, Public Works Director
City of College Place
625 South College Avenue
College Place, WA 99324

Via email: rmcandrews@cpwa.us

Regarding: Damson Avenue Reconstruction
PN 78079.000

Dear Robert:

PBS Engineering and Environmental Inc. (PBS) is pleased to submit this proposal to the City of College Place for design services on the Damson Avenue Reconstruction Project from NE Cargill Avenue to NE Rose Street.

This proposal outlines our project approach, scope of work, and budget for PBS services based on our understanding of the project, information provided to us to date, and experience with similar projects.

SCOPE OF WORK

See Attached Scope of Work.

COMPENSATION

PBS proposes to provide the scope of work on a time and materials basis. The maximum amount payable under this agreement is **\$145,659.91**

This cost estimate includes all labor, materials, transportation, equipment, and other expenses required to complete the work described.

TERMS AND CONDITIONS

The fees and terms under which these services are provided will be in accordance with the attached PBS General Terms and Conditions for Professional Services (Rev. 10/2018). The Terms and Conditions and this proposal constitute the entire agreement (Agreement) between the parties and may not be changed without prior written consent of the parties.

The pricing and other information contained in this proposal document are proprietary and shall not be duplicated, used, or disclosed, in whole or in part, to other parties without the permission of PBS.

JOBSITE SAFETY

At PBS, we are committed to keeping our employees, clients, contractors, and communities safe and healthy. All work that PBS employees perform is conducted following federal, state, and local safety guidelines.

City of College Place
Damson Avenue Reconstruction Project
June 22, 2023
Page 2 of 2

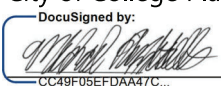
APPROVAL

Please indicate acceptance of this Agreement by returning a signed copy of this Agreement or a purchase order incorporating the terms and conditions of this Agreement.

Please feel free to contact me at 360.567.2118 or rich.darland@pbsusa.com or Project Manager Michael Barta at 360.567.2106 or Michael.Barta@pbsusa.com with any questions or comments.

Sincerely,

 Digitally signed by
Richard E Darland
Date: 2023.06.22
08:33:22-07'00'
Rich Darland, PE
Sr. Project Manager
PBS Engineering and Environmental Inc.

ACCEPTED BY:
City of College Place

Signature of Authorized Representative
Michael Rizzitiello
Name (Please Print)
City Administrator 6/28/2023
Title Date

cc: File

Attachment: Scope of Work
Fee Spreadsheet
PBS General Terms and Conditions for Professional Services (Rev. 10/2018)

CITY OF COLLEGE PLACE, WASHINGTON

City of College Place Project # __-__

SCOPE OF WORK

NE Damson Avenue Reconstruction (NE Cargill Ave to NE Rose Street)

The Standard WSDOT Local Agency Consultant Agreement is amended and supplemented to include the following provisions regarding the Scope of Services.

INTRODUCTION

PBS Engineering and Environmental, Inc. (PBS) has been selected by the City of College Place (City) to perform traffic and design engineering and other engineering services for the NE Damson Avenue Reconstruction project from NE Cargill Avenue to NE Rose Street. Professional services will include surveying, stormwater design, water and sewer line upgrades, traffic engineering, lighting design, and utility coordination. The project is currently in the Final Design phase and is expected to start construction in Spring of 2024. PBS is proposing the scope items below to accommodate this work.

The project team currently includes:

- Gram Northwest (GRAMNW) – Cultural resources
- Universal Field Services (UFS) – Temporary construction permits (TCPs)

The NE Damson Ave Reconstruction project has TIB funds for construction. A SEPA DNS was received and dated July 27, 2016, in a prior project which covered this portion of Damson Avenue and is not anticipated to be required for this project. The Consultant shall prepare the National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit (CSWGP) application and Stormwater Pollution Prevention Plan (SWPPP) for the project.

PROJECT DESCRIPTION AND BACKGROUND

This project will finish the reconstruction started on NE Damson Avenue with a full section road profile to include storm facilities, plus replacement of water and sewer lines, from NE Cargill Avenue to NE Rose Street. The NE Damson Avenue/NE Rose Street intersection will be analyzed to determine the appropriate Rectangular Rapid Flashing Beacon (RRFB) location for a pedestrian crosswalk across NE Rose Street.

Sewer and water lines will be replaced between NE Cargill Avenue and NE Rose Street. New curb, gutter, and ADA-compliant five (5)-foot-wide sidewalks will be constructed where none currently exist.

A Green Tank Irrigation District water line runs along NE Damson Avenue between NE Cargill Avenue and NE Rose Street. Design and construction will need to be coordinated around this existing facility to minimize impacts to the line and services.

Overhead franchise utilities line part of the north end of NE Damson Avenue, and design will need to be coordinated with utilities to facilitate relocation where construction conflicts occur.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT AND COORDINATION

PBS shall oversee project tasks and coordinate with City representatives to manage the scope, schedule, and budget for the design engineering phase. After estimated NTP on June 29, 2023 the current phase of the project is assumed to take up to four (4) months to complete final design and the Final PS&E package.

Sub-Task 1.1: Contract Administration, Invoicing, and Progress Reports

- Prepare and submit monthly invoices. Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated mark-ups; total cost for labor and expenses for the billing period; subconsultants fees including markups for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
- Prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include: date period covered by Status Report, brief summary of work performed during the billing period, a notice to City raising any issues or concerns that could require a contract amendment/supplement, a brief summary of completed and/or upcoming project milestones, and action items needed from City for project delivery. Consultant shall monitor the status of the budget and take corrective actions to correct undesirable budget trends involving the City if scope is impacted.
- Maintain required contract documentation. Provide copies of project files and records to the CITY for audits and public information requests. Final documents shall be provided in electronic format as requested.

Deliverables

- Monthly invoices, Contract Summary Reports, and Project Status Reports.
- Project Documentation, upon request

Sub-Task 1.2: Meetings

This item includes the coordination and meetings necessary to successfully complete the project.

- Preparation for and attendance at project kickoff meeting with City Staff including up to two PBS staff attending a 2-hour kickoff meeting with City staff in College Place.
- The Consultant shall schedule Project team meetings and prepare meeting agendas. This includes progress meetings with City staff, review meetings and coordination meetings.
- The Consultant shall organize and hold Project meetings with key Project team members, as well as representatives from the City of College Place, TIB, and other agencies, as needed. These meetings shall have specific agendas addressing and resolving Project issues as they are encountered.
- Up to 8 bi-weekly phone meetings with City Staff
- Up to 2 internal PBS design team coordination and meetings.
- Preparation for and attendance to monthly (4) project coordination meeting with City staff including

and up to two PBS staff. Other consultant team members will attend meetings as needed.

- Final PS&E milestone review meeting with City staff after review of the Final PS&E submittal, this meeting will be in exchange for the monthly meeting this month.

Deliverables

- Meeting Agendas and Meeting Summaries within 5 working days of the meeting.
- Design Submittal Comment Review and Response Log

Sub-Task 1.3 Management, Coordination, and Direction

- The Consultant shall provide management, coordination, and direction to the Project team in order to complete the project on time and within budget. The City fosters a partnership approach of all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products.
- Prepare and maintain project design schedule. The schedule shall identify CONSULTANT tasks and items provided by CITY and other consultants. The schedule shall be updated as circumstances require or as requested by the CITY (assumes 1 update).
- The Consultant shall prepare and submit an activities list and schedule to the City following the Notice to Proceed. The schedule shall show appropriate milestones for the Project, including intermediate and final submittal dates for design documents and key decision points.
- The Consultant shall coordinate Consultant tasks and activities with the City.

Deliverables

- Project Schedule & Schedule Updates
- Summary notes of coordination efforts

Sub-Task 1.4 – TIB Coordination

- The Consultant will coordinate with TIB and the City of Battle Ground for all applicable TIB procedures, approvals, and processes related to the project.
- TIB coordination meetings with the City and the Consultant will be held for key aspects of the project.

Deliverables

- Coordination meeting agendas and meeting summaries.

TASK 2: SURVEYING

Sub-Task 2.1 – Surveying

Surveying, Legal Descriptions, and Exhibits

PBS will perform boundary resolution, topographic surveying, and data collection services to include the following:

- Establish a control network throughout the project limits with the necessary accuracy to support engineering design, and for the determination of rights of way. This control will be provided in the NAD 83 (91) Washington State Plane horizontal datum, and NAVD 1988 (Geoid 18) vertical datum, which are the datum systems that have been used in recent aerial mapping projects.
- Conduct research of existing records for information on deeds, surveys, plats, road rights-of-way and easements along the project corridor.
- The survey field crew will collect data (property corners, right-of-way/ centerline monuments, control, and physical boundary/right-of-way features) in the project area and relevant to the project site. The project surveyor will then review research and field data and determine the current right-of-way location.
- Order and obtain title reports for adjacent properties.
- Perform topographic survey along the project corridor with the limits as shown on the attached survey limits exhibit. Topographic survey will also include targets for an aerial drone survey. PBS will conduct research of existing records for information on available as-built and utility maps, request One-Call utility locates and field survey existing above ground features (i.e. edge of pavement, curbs, sidewalks, buildings, trees, utilities, etc.), including cross sections necessary to produce one foot contour intervals. See attached exhibit for survey limits.
- Prepare legal descriptions and exhibits for temporary construction easements/permits. It is assumed that there will be 8 legals/exhibits to prepare.
- PBS will utilize an Unmanned Aerial System (Drone), to acquire and process aerial imagery to be used for development of an orthophoto in CAD as a background reference for the design work.
- Prepare existing surface model reflecting collected topographic survey and breaklines.

Base Map Update

- Upon completion of topographic survey and development of the surface model, PBS will prepare an existing conditions base map showing mapped features and utilities collected from both survey and as-built plans.
- Consultant shall coordinate with City staff regarding drafting standards and conventions.

Site Visits

- Consultant will conduct site visits to verify the design fits the field conditions.

Project Photos

- Consultant will conduct site visits, take project photos of each property along the corridor and conduct field verification of survey data represented in project base map. Consultant will use photographs to document pre-project conditions.

Assumptions

- Traffic control (flagging) will be billed as an expense
- Traffic control plan (TCP) will be provided by the traffic control company and billed as an expense
- Title reports will be billed as an expense

Deliverables

- Topographic Survey
- Surface Model
- Basemap
- Legal Descriptions and Exhibits
- Project Photos

TASK 3: TRAFFIC ENGINEERING

The following tasks outline the scope of services to be provided for traffic engineering tasks associated with the NE Damson Avenue Reconstruction project, including the RRFB at NE Damson Avenue / NE Rose Street intersection.

Sub-Task 3.1 – Existing Transportation Facilities and Traffic Conditions

- Document existing roadway facilities, including the functional classifications, number of travel lanes, lane and shoulder widths, and presence of curbs within the project limits.
- Document the location and width of existing sidewalks, crosswalks and pathways.
- Document existing sidewalk connections with the City's current or proposed trail system.
- Document likely pedestrian origins and destinations in the vicinity of the study intersection.
- Document existing bikeway facilities, including the location of bike lanes and shoulders.
- Collect peak period intersection turning movement counts at the NE Damson Avenue / NE Rose Street intersection. Collect vehicle travel speed data at one location on NE Rose Street. All traffic data collection will be conducted by a third party.
- Summarize the existing conditions within the Draft Traffic Analysis Report (see Task 3.3).

Sub-Task 3.2 – Proposed Transportation Facilities and Traffic Conditions

- Document the proposed roadway facilities, including the functional classifications, number of travel lanes, and lane and shoulder widths.
- Document the proposed locations and widths of pedestrian facilities and show how they address the desired origins and destinations identified in Task 3.1.
- Document the proposed locations and widths of bikeway facilities and show how they connect to the City's current or proposed bikeway network.
- Evaluate the preferred location and enhancement (assumed to be an RRFB) for the planned crosswalk across NE Rose Street based on the traffic counts, pedestrian counts, number of lanes, and vehicle speeds.
- Summarize the proposed conditions within the Traffic Analysis Report (see Task 3.3).

Sub-Task 3.3 – Traffic Analysis Report

- Prepare a draft Traffic Analysis Report in letter format that summarizes the project elements above.
- Respond to draft report review comments, address requested revisions and design modifications, and submit a final report.

Deliverables

- Draft Traffic Analysis Report
- Final Traffic Analysis Report

Sub-Task 3.4 – Illumination Design

Conduct a detailed lighting analysis for modifications to the existing roadway lighting to accommodate the geometric changes to the intersection. The lighting analysis will consider existing lighting within the project limits and is anticipated to consist of intersection lighting only at NE Rose Street, including for the crosswalk. The lighting analysis will be conducted using the AGi32 Lighting Analysis software and will follow light level guidance provided in the WSDOT Design Manual. Additional guidance documents include:

- WSDOT AGi32 Basics
- WSDOT Illumination Design Supplement
- American National Standards Institute (ANSI) / Illuminating Engineering Society of North America's (IESNA) Design of Roadway Facility Lighting RP-8-21
- AASHTO Roadway Lighting Design Guide, 7th Edition

The lighting analysis will be summarized in a brief letter with a graphical exhibit. The letter will identify the design criteria, luminaires used in the analysis, and the expected results.

Assumptions

- Existing roadway lighting will be inadequate to meet current standards, and new lighting will be required to accommodate the geometric changes and pedestrian designs at the intersection.

Deliverables

- Lighting analysis letter and exhibit

TASK 4: DESIGN ENGINEERING – PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

The Consultant will advance the design to Final plans during the current phase of the project. The Consultant team will be responsible to provide design engineering services for the deliverables outlined below for the following submittal:

- Final PS&E Submittal
- QA/QC

Sub-Task 4.1 – Final Design (PS&E)

Consultant will review previous developed 90% level plans and finalize construction documents to the Final design phase. These documents will consist of plans, specifications, and bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

Design tasks include the following:

- Prepare final special provisions as needed for nonstandard items shown on the plans and compile the project specifications.
- Compute quantities and prepare an engineer's estimate of construction costs.
- Submit 100% plans, special provisions, and estimate for review.
- Address City 100% review comments regarding the PS&E.
- Prepare the project NPDES permit application and post the Notice of Intent (NOI) in the local paper of record.
- Prepare the project SWPPP
- Prepare and submit Final Bid Package

Final design phase plan set shall include the following:

- Cover sheet (1 sheet)
- General notes and legend sheet (1 sheet)
- Typical sections (2 sheets)
- Construction signing plan (1 sheet)
- Construction staging plans (2 sheets)
- Site prep/demolition plans (1 sheet)
- Erosion control and grading plans (1 sheet)
- Erosion control notes detail sheets (1 sheet)
- Plan over profile sheets showing basic roadway geometry information and stormwater layout (3 sheets)
- ADA Ramp Grading plans (3 sheets)
- Sanitary and water utility plan over profile sheets showing utility layout (3 sheets)
- Signing and striping plans (1 sheet)
- Signing and striping details (1 sheet)
- RRFB/Illumination plans & Details (2 sheet)
- Miscellaneous details sheet (3 sheets)
- Standard detail sheets (6 sheets)

Deliverables

- NPDES Permit Application.
- SWPPP
- 100% & Final plans
- 100% & Final special provisions
- 100% & Final estimate
- Bid documents

Sub-Task 4.2 – QA/QC

Consultant shall perform an internal QC Review prior to each Agency plan review submittal. Consultant shall coordinate and perform QC checks on plans, design revisions and computations, estimates, and other deliverables. Consultant shall coordinate between design disciplines so that the design is in conformance with applicable Agency design standards (in place at time of Project), and that prior review comments have been incorporated into the design.

Assumptions

- RRFB and crosswalk design will not extend across the railroad tracks north of NE Rose Street.

Deliverables

- Comment tracking spreadsheet responding to and closing agency review comments from previous milestone submissions.

TASK 5: UTILITY COORDINATION

Contact utilities within the project limits and update existing system mapping. Review mapping for consistency with project base map.

Conduct a utility reconnaissance of the project corridor to determine visual evidence of underground and above ground utility facilities and confirm utility provided facility maps and project base map completeness.

Identify and discuss with each utility special requirements associated with their facility relocation modification.

Sub-Task 5.1: Utility Meetings

Organize and facilitate up to two (2) group utility meetings to provide updated project information. Such meetings will address known facilities, potential for impact, timing requirements for potential relocations, and initial information of reimbursable requirements. Meetings will also allow the exchange of each utility's relocation plans with the other utilities in order to maximize compatibility of relocation designs and utility and roadway construction sequencing. Meeting agendas and summaries will be prepared and transmitted to utility representatives, City, and Consultant team members.

Sub-Task 5.2: Conflict Identification, Analysis and Recommended Resolution

PBS will identify and analyze utility conflicts and compile and distribute utility conflict lists involving aboveground, surface, and underground conflicts, and make conflict resolution recommendations to utilities.

The Consultant will produce utility conflict strip map based on 100% design plans and accompanying utility conflict spreadsheets indicating conflict item number, type of utility, conflict status, average cover during and after construction, whether utility is in or out of public right-of-way, and comments. This subtask assumes up to ten (10) different utility operators.

Finalize conflict analysis and conflict spreadsheets based on 100% design plans.

Sub-Task 5.3 – Conflict Notification and Utility Relocations

Notify the impacted utilities and coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the project design. As part of that effort:

- Prepare and deliver to each involved utility owner a conflict notice with attached conflict list and map. Assume up to ten (10) different utility operators. Notice shall require a utility response in the form of a proposed facility adjustment plan and schedule to complete the utility work. Allow each utility a 30-day period to respond with a proposal from date of the notice.
- Review utilities' proposed relocation plans to verify that identified conflict items are addressed and that the plans accommodate and conform to the construction requirements for the project. Provide written approval of each utility's relocation plan. Up to nine (9) total reviews will be performed for the utilities' relocation plans (average 1.5 per utility).

Assumptions

- City will provide utility plans, GIS, and other supporting documents for City utilities within the project corridor.
- Utility design location fees, if any, are not included in Consultant's costs and will be paid by the City if required.
- Utilities will provide as-built system maps of their facilities within the project corridor.
- Additional ROW and/or easements that may be required for relocated utilities, is the responsibility of the utilities or the City in the event of prior rights.

Deliverables

- Meeting agendas and summaries for each utility meeting (2 total)
- Final contact & communication log.
- Utility conflict memo at 100% plans, if needed.
- Conflict notice letters and attachments for each utility
- Final utility conflict analysis based on Final design plans
- Review and comments on utility relocation plans

TASK 6: CULTURAL RESOURCES

In the State of Washington, Executive Order 21-02 requires all state agencies implementing or assisting capital projects using Transportation Improvement Board (TIB) funds to consider how future proposed projects may impact significant cultural and historic places. To do so, agencies and groups are required to notify the Department of Archaeology and Historic Preservation (DAHP), the Governor's Office of Indian Affairs (GOIA), and concerned tribes and afford them an opportunity to review and provide comments about potential project impacts. We assume that there are no historic buildings or structures in the project area of potential effect (APE). While no resources are anticipated to be identified in the APE, if they are identified they will be evaluated for their listing in the National Register of Historic Places (NRHP).

The following are the main cultural resources tasks needed for this project:

- Prepare a draft Area of Potential Effect (APE) description for the City. Subsequent changes to the project may require a revised APE submittal.
- Submit an EZ form for the project area to meet EO 21-02. The City will submit the EZ form to DAHP, TIB, and to the local tribes. GRAM NW can assist with these steps, if needed.
- Conduct a paper and electronic search for known historic and archaeological resources.
- Conduct an archaeological pedestrian survey of the APE.
- Conduct subsurface testing of the APE.
- GRAM NW will prepare a cultural resources technical report for the project .
 - The report will summarize the project and discuss the coverage and outcomes of previous studies. The project description, location, and environmental setting; background review; field survey methodologies and results; recommendations of NRHP eligibility for resources; and conclusions and recommendations will be summarized in one cultural resource technical report.
 - A draft of the report will be provided for review to the project team and City, and once approved will be submitted to the City and uploaded to DAHP's online database (WISAARD).
- Develop an Inadvertent Discovery Plan for the project.

Assumptions

- A Cultural Resources Survey will be completed in compliance with the State Environmental Protection Act (SEPA) and Executive Order 21-02. No additional state or federal regulations are applicable to this project.
- No Traditional Cultural Properties (TCP) studies will be conducted.
- No additional archaeological sites will be identified during background research or fieldwork.
- No previously unrecorded Historic Properties (NRHP eligible irrigation canals, historic buildings, or other archaeological sites) are located within the project area. If additional Historic Properties are identified, a revised scope of work and additional funding will be required.
- Access to the project area will be given 7 days a week.
- One set of draft report comments provided by The Client/The City will be addressed.
- One set of draft report comments provided by The Agencies/Consulting Parties will be addressed.
- Required fieldwork will be limited to pedestrian survey and excavation of STPs as described above within the project area. A revised scope of work and adjusted funding will be required if supplemental fieldwork is necessary.
- No mitigation, site evaluations, or cultural resources monitoring will be required. If monitoring is required, a revised scope of work and additional funding will be required.
- Methodology for fieldwork may be altered based on conditions encountered at the time of survey. This may include but is not limited to the presence or absence of crops/buildings/facilities, geologic conditions, or other limiting environmental factors.
- No laboratory analysis or artifact curation will be required for this project. If laboratory analysis or artifact curation is needed, a revised scope of work and additional funding will be required.
- All estimates for project completion are based on optimal site access and weather conditions. Adverse weather conditions may impede fieldwork and lengthen project schedules.

Deliverables

- Area of Potential Effect (APE) description, the City will submit the APE request to TIB
- Draft and Final Cultural Resources Technical Report
- Inadvertent Discovery Plan

TASK 7: RIGHT OF WAY (TCP)

The consultant will provide labor, equipment, and materials to temporary construction permits (TCPs) as needed for the Damson Avenue Project.

Right-of-way acquisition activities will conform to the standards contained in the Uniform Act of 1970 and amendments, the laws of the State of Washington and city policies and procedures.

Preliminary Title Reports

The number of acquisitions is based on the assumed impacts to properties adjacent to the project.

The consultant will obtain last vesting deeds for each property needed. Preliminary title reports will not be needed.

Assumptions

- There will be eight (8) properties with permits needed.

Deliverables

- Eight last vesting deeds.

Acquisition

The consultant will conduct property acquisition negotiations on behalf of the City.

The consultant will compile and/or prepare all essential documents to be submitted to owners using city-approved documents. These include project information letters, acquisition and relocation brochures, offer-benefit letters, map of acquisition area, and instruments of conveyance. Universal shall make all offers in person or by certified mail.

The consultant will provide all property owners with:

- Temporary construction permit document with attached exhibits of the area needed.
- The consultant will prepare and maintain written diaries of negotiator contacts with property owners and tenants to document:
 - Efforts to achieve amicable settlements
 - Responses to owners' counterproposals, etc.

The consultant will make every reasonable effort to acquire the temporary construction permits expeditiously by negotiation. Property owners must be given reasonable opportunity to consider the offer and present material the owner believes is relevant to determining the value of the property.

Assumptions

- No relocation activity is anticipated

Deliverables

- Eight completed negotiation packets.

TASK 8: DESIGN ENGINEERING SERVICES DURING CONSTRUCTION**Sub-Task 8.1: Bidding Support & Preconstruction Meeting**

The Consultant during the construction of the project will provide limited bidding and engineering services as follows.

Pre-Bid Opening Responsibilities:

- The Consultant shall respond to questions from prospective bidders and City staff before bid opening in reference to the bid package.
- Prepare up to three (3) addendum.
- Attend Preconstruction Conference Meeting

Deliverables

- Electronic responses to bidder inquiries, submittals, and RFI's
- Answer pre-bid questions
- Prepare addendum

TASK 9: CONSTRUCTION MANAGEMENT (RESERVED)

The City may supplement the contract to add construction management and inspection services at a future date. These services are not currently included.

CITY DELIVERABLES TO THE CONSULTANT

City Provided Information

Sample Projects

The City will provide copies of sample City projects and design guidelines. The City will also provide electronic files of title blocks, ortho and aerial drawings and standard details for streets, traffic signal, street lighting and other available details.

Project Coordination

The City will assist the Consultant in managing relationships with other jurisdictions involved in the project, adjacent property owners and the public. The City will provide staff to meet and discuss the project with the Consultant as needed. The City will provide written comments pertaining to the design submittals.

Rights of Entry Permits

The City obtain the right of access to private parcels within the project corridor. The Consultant will identify parcels where entry is required.

Pavement Design

The City will use the pavement type and structural sections based on the pavement recommendation provided by the Consultant for NE "C" Street Reconstruction. However, the City reserves the right to alter the pavement and structural sections provided said alterations provide equal or greater structural strength.

Utility List

The City will provide the Consultant with a list of local contacts for utilities within the project limits. Design and plan preparation for the addition or relocation of utilities within the project limits will be done by others.

Street Light and RRFB Requirements

The City will provide the illumination type, the minimum illumination levels and uniformity ratios to be used in the project design. The City will also provide RRFB design concepts, standards and policies, including traffic interconnect schemes as needed.

Deliverables

- Sample projects
- Project coordination
- Right of Entry permits
- Pavement type & structural sections selection
- Utility list
- Streetlight and RRFB requirements

NE Damson Ave Reconstruction - Design Fee

City of College Place, Washington
Thursday, June 15, 2023

PBS

Task and Description											PBS		SUBCONSULTANTS			SUB		Damson Design Engineering
	ENG - MANAGER VII	ENG V	ENG II	SUR - PRINCIPAL	Survey V	Survey IV	Survey 2- Person Crew	PRJ ADMIN II	Expense	TOTAL	GRAM NW	UFS	TOTAL					
Task 1: Project Management and Coordination										7,500.00							7,500.00	
	2.00	4.00						6.00		1,740.00					0.00		\$1,740.00	
	6.00	6.00								2,340.00					0.00		\$2,340.00	
	6.00	12.00								3,420.00					0.00		\$3,420.00	
Task 2: Surveying										27,110.00							27,110.00	
				18.00	10.00	90.00	20.00	1.00	4,400.00	27,110.00					0.00		\$27,110.00	
										12,608.00							12,608.00	
									1,230.00	3,438.00					0.00		\$3,438.00	
Task 3: Traffic Engineering																		
	2.00	6.00	12.00							2,988.00					0.00		\$2,988.00	
	2.00	6.00	12.00							2,988.00					0.00		\$2,988.00	
		4.00	16.00						490.00	3,194.00					0.00		\$3,194.00	
Task 4: Design Engineering										49,960.00							49,960.00	
	12.00	115.00	175.00							44,920.00					0.00		\$44,920.00	
	24.00									5,040.00					0.00		\$5,040.00	
										7,884.00							7,884.00	
Task 5: Utility Coordination																		
		8.00	8.00							2,432.00					0.00		\$2,432.00	
		2.00	12.00							1,848.00					0.00		\$1,848.00	
		9.00	16.00							3,604.00					0.00		\$3,604.00	
Task 6: Cultural Resources										360.00							8,760.00	
		2.00								360.00	8,400.00				8,400.00		\$8,760.00	
										1,172.00							25,441.91	
		1.00	8.00							1,172.00			24,269.91	24,269.91			\$25,441.91	
Task 8: Design Engineering Services During Construction										6,396.00							6,396.00	
										6,396.00					0.00		\$6,396.00	
		6.00	12.00	24.00						0.00							0.00	
										0.00					0.00		\$0.00	
Task 9: Construction Management (Reserved)										0.00							\$0.00	
										0.00								
TOTAL HOURS HOURLY RATES TOTAL DOLLARS	60.00	191.00	295.00	18.00	10.00	90.00	20.00	7.00										
	210.00	180.00	124.00	260.00	152.00	135.00	213.00	100.00										
	12,600.00	34,380.00	36,580.00	4,680.00	1,520.00	12,150.00	4,260.00	700.00	6,120.00	112,990.00	8,400.00	24,269.91	32,669.91				145,659.91	



GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These General Terms and Conditions for Professional Services ("Terms and Conditions") are attached to and made part of the letter proposal and scope of work (collectively, the "SOW") from PBS Engineering and Environmental Inc. ("PBS") to Client (as defined in the letter proposal). The Terms and Conditions and the SOW (collectively, the "Agreement") represent the entire and integrated agreement between Client and PBS. This Agreement supersedes all prior negotiations, representations, or agreements, written or oral. If there are any inconsistencies between the SOW and the Terms and Conditions, the SOW shall control. Any services outside the SOW will be considered an "extra" and billed directly to the Client, outside of the contract amount, on a "Time and Materials" basis in accordance with PBS's currently established bill rates and these Terms and Conditions.

The Agreement memorializes the contractual obligations of PBS and Client with respect to PBS' delivery of professional consulting services to Client as an engineer, consultant, or owner representative.

1. **PROFESSIONAL LIABILITY AND STANDARD OF CARE:** PBS will perform the professional services described in the SOW in accordance with the standard of care and skill ordinarily recognized under similar circumstances by members of its profession in the state and region at the time the services are performed. PBS makes no other warranty, express or implied, in connection with its performance of its professional services. If PBS' services under this Agreement do not include observation or review of contractor performance during construction phase, PBS services are deemed complete on the date the design is completed or if applicable, the date when the approving authority approves the design. Client assumes all responsibility for the application and interpretation of the construction phase review of design.
2. **TERM AND TERMINATION:** This Agreement will remain in full force and effect until all work described in the SOW has been completed and Client has paid for the work in full. Client may terminate this Agreement at any time and for any reason by providing written notice to PBS of its decision to terminate. Client is responsible for payment of all fees for any work performed by PBS through the date and time PBS receives the written termination notice. The amount of fees owed will be established by the SOW and PBS' then current rate schedule. PBS may elect to suspend or terminate this Agreement for nonpayment of its fees. If PBS elects to suspend services, PBS will give Client seven days' written notice to cure the nonpayment before suspending services. In the event of a suspension of services, PBS shall have no liability to Client because of the suspension and Client shall indemnify, defend, and hold PBS harmless from and against any claims arising out of or in any way related to such suspension. If Client fails to cure a nonpayment after a suspension that lasts thirty (30) days, PBS may terminate this Agreement and recover its fees as provided in this Agreement and by law.
3. **INDEPENDENT CONTRACTOR:** Client has retained PBS, including its subconsultants and subcontractors, to perform the services and to prepare any deliverables described in the SOW as an independent contractor. Accordingly, PBS is not responsible for the following: (a) the health and safety of Client's personnel or other persons present on the Property (as defined in paragraph 8 below) at the time PBS performs its field services; (b) the overall status of Client's project; (c) any damage to any real or personal property of Client unless it results from an intentional or negligent act of PBS; (d) the interpretation of any PBS report, design drawings, or results by others; (e) any use of PBS reports, design drawings, or results by Client or others except as specifically set forth herein; or (f) any other matter not encompassed in the SOW.
4. **INSURANCE AND LIMITATION OF PBS' LIABILITY:** PBS carries the following insurance: Worker's Compensation and/or Employer's Liability as required by law; Commercial General Liability (\$1,000,000 per occurrence/\$2,000,000 aggregate); Employer's Liability (\$1,000,000); Business Automobile Liability (\$1,000,000); and Professional Liability (\$1,000,000), including pollution liability coverage. PBS makes no representations or warranties concerning the effect, applicability, or scope of such insurance. Client acknowledges and agrees that PBS' maximum liability to Client for any breach of this Agreement or for any PBS act or omission affecting client, including negligence, shall not exceed the policy limits for any policy of insurance that applies to the breach, act, or omission. Under no circumstances shall PBS be liable to Client for any indirect, incidental, special, punitive, or consequential damages, including any loss of use, profit or revenue.
5. **RATE SCHEDULE:** Fees for services are based on the number of hours spent working on Client's project by PBS personnel, including travel, plus all reimbursable expenses. PBS hourly rates will be billed as stated in the SOW or at its current hourly rates as applicable (current rates are available upon request). Invoices will include sales tax when required.
6. **REIMBURSABLE EXPENSES:**
 - A. **Outside Services.** Services performed by any subconsultants or subcontractors will be invoiced at cost plus 15 percent (15%). Examples of services that may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, geophysical surveys, commercial data base search providers, and computer programming.
 - B. **Supplies and Equipment.** Charges for items not ordinarily furnished by PBS such as expendable equipment, rental equipment, subsistence, travel expenses, tolls, special fees, reproduction, permits, licenses, priority mail fees, and deposits will be invoiced at cost plus 10 percent (10%). Certain PBS-owned equipment (for sampling, testing, personal protective equipment, surveying, mapping, vehicle mileage, photocopying, etc.) may be required to complete Client's project. These will be invoiced at PBS standard rates without markup (rates available upon request).
 - C. **Laboratory.** PBS utilizes both in-house and outside laboratories for sample analysis. PBS maintains a list of standard rates for sample analyses commonly utilized in conjunction with PBS services (available upon request).
7. **PAYMENTS TO PBS AND LIEN RIGHTS:** Invoices for services performed will be submitted periodically, but no more frequently than monthly. Invoices will describe the work PBS has performed and hours worked, reimbursable expenses incurred, and the total amount due to PBS in accordance with this Agreement. All invoices are due net thirty (30) days and an account will become delinquent 30 days after the invoice date. Delinquent accounts shall bear interest at the rate of eighteen percent (18%) per annum; provided, however, that if 18% per annum exceeds the maximum rate allowable by law, the maximum rate allowable by law will apply instead. If Client contests an invoice, Client may withhold only that portion contested and must pay the undisputed portion. Client acknowledges and agrees that if PBS may assert a lien against Client's project to secure payment for its services to the extent permitted by law.

- 8. RIGHT OF ENTRY:** Unless otherwise agreed in writing, Client will furnish PBS with a legal right-of-entry to any real property PBS is required to access in order to perform its services (the "Property") and that Client will be responsible for securing appropriate conditions concerning the time, place, and manner of PBS' entry upon the Property to perform its services. PBS will take reasonable precautions to minimize damage to the Property in the performance of its services. Restoration of the Property to its approximate condition prior to performance of PBS' services is not provided unless it is expressly included in the SOW. If the Client desires PBS to restore the Property to its approximate former condition, PBS will accomplish this and add the cost plus 15 percent (15%) to its fee.
- 9. BURIED UTILITIES:** PBS field personnel are trained in the public utility notification process and the risk of subsurface work encountering buried utilities. PBS personnel will avoid observable hazards or utilities at the Property and will take reasonable precautions to avoid damage to subsurface structures and utilities. PBS is not responsible for damage or loss due to undisclosed or unknown surface or subsurface conditions. Client will hold PBS and PBS subcontractors harmless from any loss resulting from inaccuracy of markings, of plans, or lack of plans, relating to the location of utilities. Note: Utility locates typically require two full working days' advance notice.
- 10. RETENTION OF RECORDS AND SAMPLES:** Client may make and retain copies of documents provided to Client for reference with the understanding that such documents may not be relied upon unless signed by PBS or its consultants. PBS has a Records Retention policy (available upon request), and pursuant thereto, client acknowledges that PBS has the right to destroy copies of documents without seeking further approval from Client. Samples retained by PBS and not subject to the recipient laboratory retention policy will be discarded 30 days after submission of PBS' final report unless other arrangements are made.
- 11. EMPLOYEE AND SERVICES SOLICITATION:** Client agrees not to solicit or tender any employment offer of/to any PBS employee, or consulting services offer to any PBS subcontractor assigned to perform work for Client under this Agreement within six (6) months of completion of their part of the work without PBS' prior written approval. Client agrees that any breach of this provision resulting in the Client hiring any PBS employee for employment or any PBS subcontractor for consulting services will cause damage to PBS and obligate the Client to reimburse PBS for recruitment and service fees incurred in connection with the breach upon demand by PBS.
- 12. OWNERSHIP OF INTELLECTUAL PROPERTY:** All concepts, plans, drawings, specifications, designs, models, reports, photographs, computer software, surveys, calculations, construction and other data, documents, and processes produced by PBS pursuant to this Agreement, including all copyright and other intellectual property therein (collectively, the "Instruments of Service"), are and shall at all times remain PBS' property. Any Client use of any Instruments of Service is permitted only if authorized by a written agreement executed by PBS and Client. Any unauthorized use or distribution of any Instruments of Service is a violation of this Agreement, will cause damage to PBS, and shall be at Client and recipient's sole risk. Accordingly, Client agrees to indemnify, defend, and hold PBS, its officers and employees, and its subconsultants and subcontractors harmless from and against any and all claims, damages, costs, losses, and expenses, including but not limited to attorney fees and costs of arbitrations, mediations, trials, proceedings in bankruptcy, or appeals, arising out of or in any way related to Client's unauthorized use, sale, or delivery to any third party of any Instrument of Service.
- 13. TIME FOR COMPLETION:** If, through no fault of PBS, the schedule to provide our services is changed, then the time for completion of PBS' services, and the rates and amounts of PBS' compensation shall be adjusted equitably via contract amendment. PBS shall not be responsible for delays in completing its services that cannot be reasonably foreseen at the time of entering into this agreement, or for delays caused by factors beyond PBS's control.
- 14. MISCELLANEOUS:** Neither party shall hold the other responsible for delay in performance caused by Acts of God, strikes, lockouts, weather, accidents, or other events beyond the control of the other or the other's employees and agents.

Any waiver of any provision, term, or condition, in this Agreement must be in writing and any such waiver will not be construed as a waiver of any subsequent breach of the same provision, term, or condition.

PBS may rely upon the accuracy and completeness of all information furnished by Client and may use such information in performing or furnishing services under this Agreement.

An opinion of construction, remediation, and restoration costs prepared by PBS represents its judgment as a professional. PBS has no control over the cost of labor and material, or over competitive bidding or market conditions.

If the SOW includes the investigation, remediation, or disposal of solid or hazardous wastes or substances, then the following terms shall apply: (a) PBS will assist Client with its legal obligation to make a hazardous waste determination and then act as an arranger with respect to solid and hazardous waste management only. Client acknowledges its full and sole responsibility to otherwise manage its solid and hazardous wastes and its ultimate liability for final disposal of all the solid and hazardous wastes it generates; (b) Should any release of hazardous substances or any other matter requiring notification to governmental authorities arise while PBS performs the services under this Agreement, Client acknowledges its responsibility to make such notification and agrees to do as required by applicable law; and, (c) Client agrees that PBS and its subconsultants and subcontractors are not responsible for any known or unknown pre-existing hazardous substance condition(s) PBS is being asked to investigate at the Property (collectively, "pre-existing conditions"). Accordingly, Client agrees to defend, indemnify, and hold PBS and its subconsultants and subcontractors harmless from liability for injury to person or property or loss arising from any pre-existing conditions, the unintentional exacerbation of any pre-existing conditions by PBS, and the exacerbation of pre-existing conditions by any third parties.

PBS does not provide legal opinions or advice. Client should consult with an attorney for advice on any legal issues related to this Agreement including efforts to minimize legal liability, the reportability of a condition to a public agency, potential cost recovery from responsible parties, and the possibility of protecting PBS' services under the attorney-client and attorney work product privileges.

In the event there is a dispute between PBS and the Client concerning the performance of any provision in this Agreement, the losing party shall pay the prevailing party's reasonable attorney's fees and costs in mediation, arbitration, trial, any proceeding in bankruptcy, and in any appeal or review. In addition, Client agrees to pay PBS for all employee time, costs, and witness costs incurred for collection activity. All disputes between Client and PBS shall be settled by arbitration in accordance with the rules of JAMS Mediators and Arbitrators.



**AGREEMENT BETWEEN CLIENT AND ENGINEER FOR
PROFESSIONAL SERVICES**

Job No. 663-152

PROJECT: ROSE STREET ROADWAY RE-CHANNELIZATION (CAREY COURT TO WALLULA AVENUE/NE LAMBERT AVENUE)

PART I. PARTIES AND DESCRIPTION OF WORK

THIS AGREEMENT is made on the 28th day of March 2023 between CITY OF COLLEGE PLACE, WASHINGTON (the CLIENT) and ANDERSON PERRY & ASSOCIATES, INC. (the ENGINEER). Now, therefore, the CLIENT and ENGINEER agree as follows:

PART II. ENGINEERING SERVICES

- A. The CLIENT hereby authorizes the ENGINEER, acting as an independent consultant, to perform the following services: Design engineering services as outlined in the attached Scope of Work (Exhibits A and B).
- B. The CLIENT will provide the following to the ENGINEER: Access to the project site, information on existing utilities, and design input.
- C. Additional Provisions: N/A

PART III. BASIS OF FEE AND BILLING SCHEDULE

In consideration for performing said services, the CLIENT agrees to compensate the ENGINEER as follows: Design engineering services shall be paid on a time and materials basis with a cost not to exceed \$33,144.00 without additional authorization from the CLIENT. See Exhibits C and D for estimated costs.

Billings will be submitted monthly based upon actual services performed. Accounts are due 30 days from the date of billing. A service charge of 12 percent interest per annum will be charged on all past due accounts. Interest to start 30 days from the date the billing is received. The ENGINEER may suspend work under this Agreement until the account is paid in full.

If collection is made by suit or otherwise, the CLIENT agrees to pay interest until the account is paid, plus pay all collection costs, including a reasonable attorney's fee.

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.

This Agreement executed on the day and year first above written.

ENGINEER
ANDERSON PERRY & ASSOCIATES, INC.

CLIENT
CITY OF COLLEGE PLACE, WASHINGTON

Jake Hollopeter, P.E.

Name

Signature

Vice President

Title

Michael Rizzitiello

Name

DocuSigned by:

Signature

City Administrator

Title

ANDERSON PERRY & ASSOCIATES, INC.

PART IV. TERMS AND CONDITIONS

GENERAL

Should litigation or arbitration occur between the two parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection expense, witness fees, court costs, and attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty either expressed or implied.

The CLIENT guarantees full and free access for the ENGINEER to enter upon all properties required for the performance of the ENGINEER's services under this Agreement.

The ENGINEER shall not be responsible for acts of omissions of any party or parties involved in the services covered by this Agreement other than their own or for the failure of any contractor or subcontractor to construct any item in accordance with recommendations issued by the ENGINEER.

Any opinion of the estimated construction cost prepared by the ENGINEER represents their judgment as a design professional and is supplied for the general guidance of the CLIENT, since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the CLIENT.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the ENGINEER.

AUTHORIZATION TO PROCEED

Approval of this agreement by the CLIENT and the ENGINEER will serve as written authorization for the ENGINEER to proceed with the services called for in this Agreement.

OWNERSHIP OF DOCUMENTS

All drawing, specifications, and other work product of the ENGINEER are property of the ENGINEER whether the project is completed or not. Reuse of any of the instruments of service of the ENGINEER by the CLIENT on extensions of this project or on any other project without the written permission of the ENGINEER shall be at the CLIENT's risk and the CLIENT agrees to defend, indemnify, and hold harmless the ENGINEER from all claims, damages, and expenses including attorneys' fees arising out of such unauthorized reuse of the ENGINEER's instruments of service by the CLIENT OR BY OTHERS ACTING THROUGH THE CLIENT.

TERMINATION

This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party or by mutual consent. If this Agreement is terminated, the ENGINEER shall be paid for services performed to the termination notice date, including reimbursable expenses due.

GOVERNING LAW

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the principal place of business of the ENGINEER.

INSURANCE

The ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. The CLIENT shall acquire and maintain appropriate property, comprehensive general liability, and other appropriate insurance that will protect the CLIENT's interest on the project.

INDEMNITY

The CLIENT will require that any contractor or subcontractor performing work in connection with drawings produced under this Agreement to hold harmless, indemnify and defend, the CLIENT and the ENGINEER, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from the contractor's (or subcontractor's) negligence in the performance of the work described in the construction contract documents, but not including liability that may be due to the sole negligence of the CLIENT, the ENGINEER, their consultants or their officers, agents, and employees.

LIMITATION OF LIABILITY

The CLIENT agrees to limit the ENGINEER's liability to the CLIENT and to all construction contractors and their subcontractors on the project, if any, due to the ENGINEER's professional negligent acts, errors, or omissions, such that the total aggregate liability of the ENGINEER to those named shall not exceed Fifty Thousand (\$50,000.00) Dollars or the ENGINEER's total fee for services rendered on this project, whichever is greater.

EEO PROVISIONS

The ENGINEER shall comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to non-discrimination in employment because of race, religion, color, sex, or national origin. The ENGINEER shall comply with Executive Order 11246 (41 CFR 60-1.4), Section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741.5(a)), Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 (41 CFR 60-250.5(a)), the Jobs for Veterans Act of 2003 (41 CFR 60-300.5(a)), and, the organizing and collective bargaining Clauses of Executive Order 13496 (29 CFR 471). The ENGINEER shall comply with applicable federal, state, and local laws, rules, and regulations concerning Equal Employment Opportunity.

EXHIBIT A
CITY OF COLLEGE PLACE, WASHINGTON
ROSE STREET ROADWAY RE-CHANNELIZATION
(CAREY COURT TO WALLULA AVENUE/NE LAMBERT AVENUE) PROJECT
SCOPE OF WORK

TASK DESCRIPTION AND BACKGROUND

This project generally includes the tasks required to provide design services for the City of College Place's (CLIENT) Rose Street Roadway Re-Channelization (Carey Court to Wallula Avenue/NE Lambert Avenue). Specific project elements include limited topographic surveying; and design of improvements to include removal of the existing plastic striping, restriping to a three-lane configuration with methyl methacrylate (MMA) or paint, addition of bike ramps, limited sidewalk and driveway modifications, rectangular rapid flashing beacon (RRFB), and associated signage modifications. Design services will also include quality assurance/quality control (QA/QC) review and bid and award services.

In general, the design services will include, but not be limited to, the following key components and deliverables:

- Limited Topographic Mapping Compatible with AutoCAD Civil 3D 2022 or Later
- Bicycle Ramp Design
- RRFB Design
- 50 Percent Design Submittal with Specifications and Cost Estimate
- 95 Percent Design Submittal with Specifications and Cost Estimate
- Final Plans, Specifications, and Estimate (PS&E)
- Assist in Bidding and Award
- Supplemental if Requested - Construction Administration, Including On-Site Observation and Material Testing, or Other Services as Requested

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

TASK 1 - PROJECT ADMINISTRATION

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

1.1 Contract Administration, Invoicing, and Progress Reports

1. Prepare and submit monthly invoices. Each invoice will include the date period covered by the invoice; the number of hours worked during the billing period with billing rates shown; expenses and associated markups; the total cost for labor and expenses; subconsultant fees including markups; and a total amount summarizing labor, expenses, and subconsultant fees.
2. Prepare a Contract Summary Report to accompany the monthly invoices. The Contract Summary Report will list each invoice, including the current invoice, with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as the total amounts for each invoice. The Contract Summary Report will also list the total amount billed to date, total amount remaining under the contract, and the contract expiration date.

3. Prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include the date period covered by the report, a brief summary of the work performed during the billing period, a notice to the CLIENT raising any issues or concerns that could require a contract amendment/supplement, a brief summary of completed and/or upcoming project milestones, and any CLIENT action items needed for project delivery. The ENGINEER will monitor the budget status and take actions to correct undesirable budget trends involving the CLIENT if the scope is impacted.
4. Prepare and maintain the project design schedule. The schedule will identify ENGINEER tasks and items provided by the CLIENT and other consultants. The schedule will be updated as circumstances require, or as requested by the CLIENT.
5. Project management. General coordination with the CLIENT, subconsultants, other consultants, and stakeholders as well as ongoing monitoring of tasks and resources.
6. Maintain all contract-required documentation. Provide copies of project files and records to the CLIENT for audits and public information requests. All final documents will be provided in electronic format as requested.

Deliverables

- ☐ Monthly Invoices, Contract Summary Reports, and Project Status Reports
- ☐ Project Design Schedule and Updates
- ☐ Project Documentation

1.2 Meetings

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

1. Project kickoff meeting with CLIENT staff and others to review and modify the ENGINEER's draft project schedule/plan.
2. Internal AP design team and subconsultant coordination meetings.
3. Meetings with CLIENT staff to discuss review comments from each submittal package.
4. Periodic meetings with CLIENT staff to discuss and resolve issues as they arise. Depending on the agenda, these meetings will likely be a combination of phone conference calls and in-person meetings.

TASK 2 - DATA COLLECTION

2.1 Topographic Survey

The ENGINEER will provide limited surveying services that include survey control, limited topographic mapping, and base mapping. Each element is generally described below. Topographic survey will be completed at the following location: Rose Street from Carey Court to Wallula Avenue/Lambert Avenue.

1. **Survey Control** - Survey control will be placed throughout the project, and existing survey monumentation will be tied into the survey control. The field crew will bring the CLIENT's horizontal and vertical control onto the site utilizing RTK GPS surveying techniques, thus establishing primary control points along the route. A precise digital level loop will be run from a CLIENT benchmark and through all the primary control points. Once topographic mapping

commences, it may be necessary to set secondary control points or "jump hubs" to gather additional information that the primary control is unable to see. A digital level will also be run to all jump hubs. The project will conform horizontally and vertically to CLIENT GPS control based on the Washington State Coordinate System, South Zone, NAD 83, and vertically to NAVD 1988.

2. **Topographic Mapping (Design Survey)** - Relevant roadway topographic and utility features will be identified to the right-of-way. Mapping will extend approximately 50 feet each direction at all public street intersections if necessary. The underground utility notification center will be contacted prior to the field crew arrival and all paint marks will be located. All overhead utilities and the invert elevations on all visible catch basins and manholes will be shown on the survey. Topographic survey will be limited, and most features will be obtained utilizing previous surveys, aerial imagery, and City GIS.
3. **Base Mapping** - The field data will be reduced, and the design survey base map will be prepared to the level needed for the ENGINEER to complete the design. The ENGINEER will conduct site visits and perform field and office verification of survey data represented in the project base map.
4. **Rights-of-Way Retracement and Monument Locations** - Centerline monuments and property corners within the survey area will be searched for and tied, if found. Development of legal descriptions, parcel maps, and exhibits for right-of-way acquisitions are not included in this Scope of Work.

Deliverable

- ☐ Survey Base Map

Assumptions

- The CLIENT will provide the ENGINEER with utility plans, GIS, and aerial imagery to assist with base map preparation.

TASK 3 - DESIGN

3.1 Utility Coordination

The ENGINEER will research and identify existing utilities in the project area that may be affected. The ENGINEER will contact the utility companies, request verification of location data, and update utility information in the survey base map if necessary.

Assumptions

- The CLIENT will provide the ENGINEER with utility plans, GIS, and other supporting documents for the CLIENT utilities potentially affected by this project.
- Additional utility design location fees, if any, are not included in the ENGINEER's costs and will be paid by the CLIENT if required.

3.2 Street Improvements

The ENGINEER will design the sidewalk modifications, signage, and striping from Carey Court to Wallula Avenue/NE Lampert Avenue in accordance with the applicable requirements specified in the American Association of State Highway and Transportation Officials Policy on Geometric Design of Highways and Streets, the Manual on Uniform Traffic Control Devices and CLIENT Standard Plans.

1. **Traffic Engineering Services** - The ENGINEER will utilize a subconsultant to complete signing and striping plans, specifications, and estimates within the project limits. The ENGINEER will also provide traffic engineering for proposed RRFB on Rose Street. See the attached DKS scope of work for additional details.
2. **Sidewalk Modifications** - The ENGINEER will design new bicycle ramps to route bicycles to the existing multi-use pathways. The addition of bike ramps may require some modification to existing pedestrian ramps and driveways. ENGINEER will provide proposed layout and will meet with the CLIENT to discuss options.
3. **Traffic Control** - The ENGINEER will develop traffic control plans to accommodate the project while minimizing impacts to residents and businesses. The ENGINEER will provide traffic control strategies and meet with the CLIENT to discuss options.

Assumptions

- Project will be exempt from SEPA based on WAC 197-11-800 Exemption 2 "Other Minor New Construction".

3.3 Construction Plans

The ENGINEER will prepare construction plan sheets for CLIENT review. The plans will evolve with each submittal. The following is the intended representation for the approximate design levels.

- The 50 percent plans will have limited detail information but will represent the project's intent. One electronic (pdf) file and one 11x17 paper copy will be provided.
- The 95 percent submittal will incorporate CLIENT comments from the 50 percent design and include detailed information with all potential work callouts. The intent of the 95 percent submittal is to present accurate and complete information. One electronic (pdf) file and one 11x17 paper copy will be provided.
- The final submittal will incorporate any remaining CLIENT comments and be a bid ready document stamped and signed by the responsible engineer.

Assumptions

- Final plan set will be included as part of a tied bid to the City of Walla Walla Rose Street Pavement Preservation Project.

Deliverables

- ☐ Final Plan Set, Including Approximately 6 Sheets
- ☐ Cover with Vicinity Map, Index, and General Notes Sheets
- ☐ Horizontal and Vertical Control Plans
- ☐ Demolition Plans
- ☐ Details
- ☐ Street Plan Sheets
- ☐ Traffic Control Plans
- ☐ Signage and Striping Plans and Details (See the Attached DKS Scope of Work)
- ☐ RRFB Plans (See the Attached DKS Scope of Work)
- ☐ Applicable Standard Plans

3.4 Specifications

The ENGINEER will develop the project specific special provisions as needed to be incorporated into the specifications for a tied bid with the City of Walla Walla Rose Street Pavement Preservation Project. One electronic (pdf) file will be provided during each review submittal.

Assumptions

- The project specific special provisions will be incorporated into the full project specifications as part of a tied bid package with the City of Walla Walla Rose Street Pavement Preservation Project.

Deliverables

- ☐ 50 Percent Specifications
- ☐ 95 Percent Specifications
- ☐ Final Bid Ready Documents

3.5 Engineer's Opinion of Probable Cost

The ENGINEER will develop an initial Opinion of Probable Costs based on preliminary design quantities. Estimates will be compared to historic bid records of CLIENT projects and WSDOT records. The quantities and unit bid costs will be updated as necessary with each submittal. As the project details evolve, the need for contingency will be reduced.

Deliverables

- ☐ Preliminary Opinion of Probable Cost 50 Percent Submittal (25 Percent Contingency)
- ☐ Preliminary Opinion of Probable Cost 95 Percent Submittal (15 Percent Contingency)
- ☐ Final Engineer's Estimate Based on Final CLIENT Review (10 Percent Contingency)

3.6 Quality Assurance

The ENGINEER will provide QA/QC for all design work in accordance with the ENGINEER's QA/QC standards. The ENGINEER will provide senior level design and construction personnel to review plan submittals and provide technical support.

3.7 Bid Documents

The ENGINEER will develop the bid schedule which will be included in the bid documents for a tied bid with the City of Walla Walla Rose Street Pavement Preservation Project.

Assumptions

- The project will be included as a tied bid with the City of Walla Walla Rose Street Pavement Preservation Project. The project will not require its own set of bid documents.

Deliverable

- ☐ Bid Schedule

TASK 4 - BID AND AWARD PHASE SERVICES

The CLIENT will advertise the project as part of a tied bid with the City of Walla Walla Rose Street Pavement Preservation Project and perform all administration services during the bid and award phase. The ENGINEER will provide construction and design experts who worked on the project to be available to respond to contractor questions during the bidding process.

EXHIBIT B

**College Place Rose Street Pavement Preservation Striping and Signing
Modifications
DKS Scope of Services
2/7/2023**

Rose Street: Carey Court to Wallula Ave/NE Lambert Ave

As part of the City of Walla Walla/City of College Place Rose Street preservation project, the following scope has been prepared to provide bicycle striping and signing on Rose Street from Carey Court to just west of Wallula Ave.

Task 1: Project Administration, Invoicing and Meetings

Consultant shall prepare monthly invoices in a format approved by the City of College Place. Consultant shall provide a breakdown of the expense costs and copies of expense receipts. The consultant will attend the following meetings:

- Three (3) 1-hour project management virtual meetings with AP and/or City of College Place agency staff.

Work Product: Monthly invoices and two project management meetings.

Task 2: Traffic Engineering Design

Under this task, DKS Associates will prepare final design plans to install a new rectangular rapid flashing beacon (RRFB) and new striping and signing along the College Place portion of Rose Street between Carey Court (east) and Wallula Ave. (west). The striping and signing will include bike lanes and a combined pedestrian/bicycle crossing at the Rose Street/Wallula Ave. intersection to transition bicycles from the north and south sides of Rose Street.

The following plan sheets (11"x17" or 24"x36") will be prepared under this Subtask:

- Rose Street RRFB, Signing and Striping Design Plans (1"=40') - 1 sheet
- Signing and Striping Detail (NTS) - 1 sheet
- RRFB Detail (NTS) – 1 sheet

A total of three (3) plan sheets will be prepared with submittals provided at the same submittals identified as part of the City of Walla Walla Rose Street project. All existing and proposed elements including, but not limited to roadway striping, curbs, sidewalks, edge of pavement, right-of-way, and signs will be shown on the project base map provided to DKS by Anderson Perry. All traffic engineering plans and specifications will meet the City of College Place and WSDOT standards and will be completed in English units.

Task 2 Deliverables: Final plans, specification and cost estimates for an new RRFB, signing and striping on Rose Street.

PROJECT ASSUMPTIONS

The following assumptions apply to this Scope of Work:

1. All preliminary and final plans will be produced on 11x17 sheets.
2. The project will be designed for construction as part of tied bid package with the City of Walla Walla Rose Street Pavement Preservation Project as one bid contract.
3. The CITY will pay all permit and advertisement fees.

ADDITIONAL SERVICES

This section of the agreement is for additional services not identified in the ENGINEER's Scope of Work. Potential additional scope the CLIENT may consider includes construction administration, including on-site observation and material testing, or other services as requested.

**EXHIBIT C**

**CITY OF COLLEGE PLACE, WASHINGTON
ROSE STREET ROADWAY RE-CHANNELIZATION
(CAREY COURT TO WALLULA AVENUE/NE LAMBERT AVENUE)
DESIGN ENGINEERING SERVICES**

CONSULTANT COST COMPUTATIONS

<u>Classification</u>	<u>Estimated Hours</u>	<u>Average Rate</u>	<u>Cost</u>
Senior Engineer VII-VIII	2	\$ 225.00	\$ 450.00
Senior Engineer V-VI	4	\$ 215.00	\$ 860.00
Senior Engineer I-IV	8	\$ 205.00	\$ 1,640.00
Project Engineer IV-VI	16	\$ 165.00	\$ 2,640.00
Professional Surveyor III	6	\$ 185.00	\$ 1,110.00
Technician III-VII	17	\$ 100.00	\$ 1,700.00
		Subtotal (Engineer)	\$ 8,400.00
 Subconsultant Costs			
(See Exhibit D):			
DKS Associates		Subconsultant Costs	\$ 22,495.00
		Subconsultant Markup (10%)	\$ 2,249.00
		Subtotal	\$ 24,744.00
 TOTAL ENGINEERING SERVICES:			 \$ 33,144.00

EXHIBIT D
HOUR AND FEE ESTIMATE

Project: City of College Place
Rose Street Signing and Striping
7-Feb-22
DKS Associates

Task		Description	Labor Hour Estimate							Expenses	Total Fee
			Principal \$ 260.00	Project Manager \$ 160.00	Project Engineer \$ 135.00	CAD Technician \$ 135.00	Project Admin \$ 95.00	Hours	Direct Labor Cost		
1		Project Administration, Invoicing, Meetings, Field Work	2	6	5	0	8	21	\$2,915.00	\$400.00	\$3,315.00
2		Traffic Engineering Design	10	26	64	28					\$0.00
2.1		Rose St Signing and Striping Plans	2	6	20	12		40	\$5,800.00		\$5,800.00
2.2		Rose St Signing and Striping Details		2	4	4		10	\$1,400.00		\$1,400.00
2.3		Rose Street RRFB Design	4	10	24	12		50	\$7,500.00		\$7,500.00
2.4		Specifications	2	4	8			14	\$2,240.00		\$2,240.00
2.5		Cost Estimates	2	4	8			14	\$2,240.00		\$2,240.00
Task Total			12	32	69	28	8	149	\$22,095.00	\$400.00	\$22,495.00

\$22,495.00

Principal= Grade 42
Project Manager= Grade 22
Project Engineer = Grade 17
CAD Tech = Grade 17
Project Admin = Tech Level M

April 4, 2024

Robert McAndrews, Public Works Director
City of College Place
625 South College Place
College Place, WA 99324

Via email: rmcandrews@cpwa.us

Regarding: Damson Avenue Reconstruction – Amendment No. 1
PN 68130.000

Dear Robert:

PBS Engineering and Environmental LLC (PBS) is pleased to submit this amendment proposal to the City of College Place to provide engineering design services for the Rose Street Pedestrian Lighting and construction management services for the Damson Ave Reconstruction, Rose Street Re-Channelization and Rose Street Pedestrian Light project in the City of College Place.

This proposal outlines our project approach, scope of work, and budget for PBS services based on our understanding of the project, information provided to us to date, and experience with similar projects.

SCOPE OF WORK

See Attached Scope of Work.

COMPENSATION ESTIMATE

PBS proposes to provide the scope of work on a time and materials basis. The maximum amount payable under this agreement is:

Design Fee	
Rose Street Pedestrian Lighting	\$50,551.50
Construction Management Fee	
Damson Ave Reconstruction and Rose Street Re-Channelization	\$182,058.00
Rose Street Pedestrian Lighting	\$50,486.00
Total	\$283,095.50

This cost estimate includes all labor, materials, transportation, equipment, and other expenses required to complete the work described.

Terms and Conditions Options

The fees and terms under which these services are provided will be in accordance with the attached PBS General Terms and Conditions for Professional Services (Rev. 03/2024). The Terms and Conditions and this proposal constitute the entire agreement (Agreement) between the parties and may not be changed without prior written consent of the parties.

The pricing and other information contained in this proposal document are proprietary and shall not be duplicated, used, or disclosed, in whole or in part, to other parties without the permission of PBS.

JOBSITE SAFETY

At PBS, we are committed to keeping our employees, clients, contractors, and communities safe and healthy. All work that PBS employees perform is conducted following federal, state, and local safety guidelines.

APPROVAL

Please indicate acceptance of this Agreement by returning a signed copy of this Agreement or a purchase order incorporating the terms and conditions of this Agreement.

Please feel free to contact me at 509.394.4070 or Jeremy.weiland@pbsusa.com with any questions or comments.

Sincerely,


Jeremy Weiland, PE
Project Manager
PBS Engineering and Environmental LLC

ACCEPTED BY:
City of College Place

Signature of Authorized Representative

Name (Please Print)

Title

Date

cc: File

Attachment(s): Scope of Work
Fee Spreadsheets
PBS General Terms and Conditions for Professional Services (Rev. 03/2024)

CITY OF COLLEGE PLACE, WASHINGTON

City of College Place Project # __-__

SCOPE OF WORK

Amendment #1

NE Damson Avenue Reconstruction (NE Cargill Ave to NE Rose Street)

INTRODUCTION

PBS Engineering and Environmental, Inc. (PBS) and their consultant team were selected by the City of College Place (City) to perform traffic and design engineering and other engineering services for the NE Damson Avenue Reconstruction project from NE Cargill Avenue to NE Rose Street.

Now that the final design is near complete, the City has asked PBS to add the design of another related project for NE Rose Street Pedestrian Lighting from N College Avenue to NE Lambert Avenue. Additional professional services will include surveying, lighting design, and utility coordination. The project is expected to start construction in Summer of 2024.

Furthermore, the City requested PBS to provide Construction Management for the NE Damson Ave Reconstruction, NE Rose Street Re-Channelization and NE Rose Street Pedestrian Lighting projects during the 2024 construction season. PBS is proposing the scope items below to accommodate this work.

The project team includes with services by each company as listed below:

A material testing company may be added to the project team in the future to perform material testing services.

The NE Rose Street Pedestrian Lighting project has TIB funds for construction.

AMENDMENT DESCRIPTION AND BACKGROUND

NE Rose Street Pedestrian Lighting project will include the design and installation of pedestrian luminaires along NE Rose Street from N College Avenue to NE Lambert Avenue which is a continuation from a previous reconstruction project completed under the CARS project.

The Construction Engineering Phase for the NE Damson Avenue Reconstruction and NE Rose Street Re-Channelization project will begin once the City awards construction the construction contract (late April to early May). The Construction Engineering Phase for NE Rose Street Pedestrian Lighting project will begin upon the completion of the Design Phase. In general, the construction engineering phase will involve, but not be limited to, the following key components and deliverables:

- 1) Preparation and submittal of monthly invoices to City for services performed
- 2) Construction management and administration
- 3) Attendance at preconstruction conference
- 4) Preparation of Record of Materials (ROM)
- 5) Review of material submittals
- 6) Tracking of weekly statements of working days
- 7) Prepare and review of contractor monthly pay estimates and submittal to City
- 8) Review of contractor proposals for alternate “or equal” materials
- 9) Lead and attend weekly on-site construction meetings preparing agendas as needed.
- 10) Construction engineering support
- 11) Construction Inspection
- 12) Preparation and submittal of construction record drawings after construction
- 13) Preparation of draft project closeout paperwork Scope of work

Assumptions

The following assumptions are specific to the work involved with the design phase:

- 1) No additional work for a Cultural Resources Assessment or a SEPA are necessary.
- 2) Survey within the planter strip along the south side of NE Rose Street from N College Avenue to NE Lambert Avenue will be sufficient for pedestrian illumination design.

The following assumptions are specific to the work involved with construction management and inspection:

- 3) Construction duration is assumed to be 8 months. The completion date is assumed to be December 31, 2024.
- 4) The City will be responsible for bid opening, award, and contract execution for the proposed project.
- 5) As an extension of City staff, PBS will provide final approval of construction related paperwork items. City staff will have approval authority on changes that alter the scope, schedule, or budget on the construction project. The PBS Construction Manager will be responsible for distribution of paperwork items to the Contractor, City staff, and PBS’ Construction Inspector.
- 6) The City staff, with assistance from the PBS Construction Manager, will be responsible for any negotiations or management of disputes with the Contractor, utility companies, or private property owners.
- 7) PBS will maintain documentation as items are reviewed and approved.
- 8) In this scope, “PBS” is used to represent PBS’ Construction Manager, Project Assistant, Project Inspector, and subconsultants unless otherwise indicated in the task description.

TASK 1: PROJECT MANAGEMENT AND COORDINATION (UPDATED)

PBS shall oversee project tasks and coordinate with City representatives to manage the scope, schedule, and budget for the NE Rose Street Pedestrian Lighting design engineering phase. After NTP estimated to be on April 10, 2024 the design phase of the project is assumed to take up to two (2) months to complete final design and the Final PS&E package.

Sub-Task 1.1: Contract Administration, Invoicing, and Progress Reports

- Prepare and submit monthly invoices. Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated mark-ups; total cost for labor and expenses for the billing period; subconsultants fees including markups for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
- Prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include: date period covered by Status Report, brief summary of work performed during the billing period, a notice to City raising any issues or concerns that could require a contract amendment/supplement, a brief summary of completed and/or upcoming project milestones, and action items needed from City for project delivery. Consultant shall monitor the status of the budget and take corrective actions to correct undesirable budget trends involving the City if scope is impacted.
- Maintain required contract documentation. Provide copies of project files and records to the CITY for audits and public information requests. Final documents shall be provided in electronic format as requested.

Deliverables

- Monthly invoices, Contract Summary Reports, and Project Status Reports.
- Project Documentation, upon request

Sub-Task 1.2: Meetings

This item includes the coordination and meetings necessary to successfully complete the project.

- Preparation for and attendance at project kickoff meeting with City Staff including up to two PBS staff attending a 2-hour kickoff meeting with City staff in College Place.
- The Consultant shall schedule Project team meetings and prepare meeting agendas. This includes progress meetings with City staff, review meetings and coordination meetings.
- The Consultant shall organize and hold Project meetings with key Project team members, as well as representatives from the City of College Place, TIB, and other agencies, as needed. These meetings shall have specific agendas addressing and resolving Project issues as they are encountered.
- Up to 4 bi-weekly phone meetings with City Staff
- Up to 2 internal PBS design team coordination and meetings.
- Preparation for and attendance at two monthly (2) project coordination meeting with City staff including and up to two PBS staff. Other consultant team members will attend meetings as needed.
- Final PS&E milestone review meeting with City staff after review of the Final PS&E submittal, this meeting will be in exchange for the monthly meeting this month.

Deliverables

- Meeting Agendas and Meeting Summaries within 5 working days of the meeting.
- Design Submittal Comment Review and Response Log

Sub-Task 1.3 Management, Coordination, and Direction

- The Consultant shall provide management, coordination, and direction to the Project team in order to complete the project on time and within budget. The City fosters a partnership approach of all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products.
- Prepare and maintain project design schedule. The schedule shall identify CONSULTANT tasks and items provided by CITY and other consultants. The schedule shall be updated as circumstances require or as requested by the CITY (assumes 1 update).
- The Consultant shall prepare and submit an activities list and schedule to the City following the Notice to Proceed. The schedule shall show appropriate milestones for the Project, including intermediate and final submittal dates for design documents and key decision points.
- The Consultant shall coordinate Consultant tasks and activities with the City.

Deliverables

- Project Schedule & Schedule Updates
- Summary notes of coordination efforts

Sub-Task 1.4 – TIB Coordination

- The Consultant will coordinate with TIB and the City of College Place for all applicable TIB procedures, approvals, and processes related to the project.
- TIB coordination meetings with the City and the Consultant will be held for key aspects of the project.

Deliverables

- Coordination meeting agendas and meeting summaries.

TASK 2: SURVEYING (UPDATED)

Sub-Task 2.1 – Surveying

Surveying, Legal Descriptions, and Exhibits

PBS will perform additional topographic surveying along NE Rose Street and data collection services to include the following:

- Establish a control network throughout the project limits with the necessary accuracy to support engineering design, and for the determination of rights of way. This control will be provided in the NAD 83 (91) Washington State Plane horizontal datum, and NAVD 1988 (Geoid 18) vertical datum, which are the datum systems that have been used in recent aerial mapping projects.
- Perform topographic survey along the project corridor with the limits as shown on the attached survey limits exhibit. Topographic survey will also include targets for an aerial drone survey. PBS will conduct research of existing records for information on available as-built and utility maps, request One-Call utility locates and field survey existing above ground features (i.e. edge of pavement, curbs, sidewalks, buildings, trees, utilities, etc. See attached exhibit for survey limits.

Base Map Update

- Upon completion of topographic survey, PBS will update previous existing conditions base map showing mapped features and utilities collected from both survey and as-built plans.
- Consultant shall coordinate with City staff regarding drafting standards and conventions.

Site Visits

- Consultant will conduct site visits to verify the design fits the field conditions.

Project Photos

- Consultant will conduct site visits, take project photos of the right of way along the corridor and conduct field verification of survey data represented in project base map. Consultant will use photographs to document pre-project conditions.

Assumptions

- Traffic control (flagging), if necessary, will be billed as an expense
- Traffic control plan (TCP), if necessary, will be provided by the traffic control company and billed as an expense
- Title reports will not be included

Deliverables

- Topographic Survey
- Basemap
- Legal Descriptions and Exhibits
- Project Photos

TASK 3: TRAFFIC ENGINEERING (UPDATED)

The following tasks outline the scope of services to be provided for traffic engineering tasks associated with this project.

Sub-Task 3.1 – Illumination Design

Conduct a detailed lighting analysis for the installation of additional pedestrian lighting for the existing pedestrian pathway along NE Rose Street. The lighting analysis will consider existing lighting within the project limits. The lighting analysis will be conducted using the AGI32 Lighting Analysis software and will follow light level guidance provided in the WSDOT Design Manual. Additional guidance documents include:

- WSDOT AGI32 Basics
- WSDOT Illumination Design Supplement
- American National Standards Institute (ANSI) / Illuminating Engineering Society of North America's (IESNA) Design of Roadway Facility Lighting RP-8-21
- AASHTO Roadway Lighting Design Guide, 7th Edition

The lighting analysis will be utilized for the lighting design as shown on the plans in Task 4.

Assumptions

- Existing roadway lighting will be inadequate to meet current standards, and new lighting will be required to accommodate the pedestrian pathway along NE Rose Street.

TASK 4: DESIGN ENGINEERING – PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) (UPDATED)

The Consultant will advance the design to Final plans during the current phase of the project. The Consultant team will be responsible to provide design engineering services for the deliverables outlined below for the following submittal:

- Final PS&E Submittal
- QA/QC

Sub-Task 4.1 – Final Design (PS&E)

Consultant will review previously developed plans and finalize construction documents to the Final design phase. These documents will consist of plans, specifications, and bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

Design tasks include the following:

- Prepare final special provisions as needed for nonstandard items shown on the plans and compile the project specifications.
- Compute quantities and prepare an engineer's estimate of construction costs.
- Submit 100% plans, special provisions, and estimate for review.
- Address City 100% review comments regarding the PS&E.
- Prepare the project SWPPP
- Prepare and submit Final Bid Package

Final design phase plan set shall include the following:

- Cover sheet (1 sheet)
- General notes and legend sheet (1 sheet)
- Construction signing plan (1 sheet)
- Site prep/demolition plans (1 sheet)
- Erosion control notes and details sheet (1 sheet)
- Illumination plans & Details (8 sheets)
- Miscellaneous details sheet (1 sheets)
- Standard detail sheets (2 sheets)

Assumptions

- Pedestrian illumination to be the same as installed on N College Avenue.

Deliverables

- SWPPP
- 100% & Final plans
- 100% & Final special provisions
- 100% & Final estimate
- Bid documents

Sub-Task 4.2 – QA/QC

Consultant shall perform an internal QC Review prior to each Agency plan review submittal. Consultant shall coordinate and perform QC checks on plans, design revisions and computations, estimates, and other deliverables. Consultant shall coordinate between design disciplines so that the design is in conformance with applicable Agency design standards (in place at time of Project), and that prior review comments have been incorporated into the design.

Deliverables

- Comment tracking spreadsheet responding to and closing agency review comments from previous milestone submissions.

TASK 5: UTILITY COORDINATION (UPDATED)

Contact utilities within the project limits and update existing system mapping. Review mapping for consistency with project base map.

Conduct a utility reconnaissance of the project corridor to determine visual evidence of underground and above ground utility facilities and confirm utility provided facility maps and project base map completeness.

Identify and discuss with each utility special requirements associated with their facility relocation modification.

Sub-Task 5.1: Utility Meetings

Organize and facilitate up to one (1) group utility meetings to provide updated project information. Such meetings will address known facilities, potential for impact, timing requirements for potential relocations, and initial information of reimbursable requirements. Meetings will also allow the exchange of each utility's relocation plans with the other utilities in order to maximize compatibility of relocation designs and utility and roadway construction sequencing. Meeting agendas and summaries will be prepared and transmitted to utility representatives, City, and Consultant team members.

Sub-Task 5.2: Conflict Identification, Analysis and Recommended Resolution

PBS will identify and analyze utility conflicts and compile and distribute utility conflict lists involving aboveground, surface, and underground conflicts, and make conflict resolution recommendations to utilities.

The Consultant will produce utility conflict strip map based on 100% design plans and accompanying utility conflict spreadsheets indicating conflict item number, type of utility, conflict status, average cover during and after construction, whether utility is in or out of public right-of-way, and comments. This subtask assumes up to four (4) different utility operators.

Finalize conflict analysis and conflict spreadsheets based on 100% design plans.

Sub-Task 5.3 – Conflict Notification and Utility Relocations

Notify the impacted utilities and coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the project design. As part of that effort:

- Prepare and deliver to each involved utility owner a conflict notice with attached conflict list and map. Assume up to four (4) different utility operators. Notice shall require a utility response in the

form of a proposed facility adjustment plan and schedule to complete the utility work. Allow each utility a 21-day period to respond with a proposal from date of the notice.

- Review utilities' proposed relocation plans to verify that identified conflict items are addressed and that the plans accommodate and conform to the construction requirements for the project. Provide written approval of each utility's relocation plan. Up to four (4) total reviews will be performed for the utilities' relocation plans (average 1.5 per utility).

Assumptions

- City will provide utility plans, GIS, and other supporting documents for City utilities within the project corridor.
- Utility design location fees, if any, are not included in Consultant's costs and will be paid by the City if required.
- Utilities will provide as-built system maps of their facilities within the project corridor.
- Additional ROW and/or easements that may be required for relocated utilities, is the responsibility of the utilities or the City in the event of prior rights.

Deliverables

- Meeting agendas and summaries for each utility meeting (1 total)
- Final contact & communication log.
- Utility conflict memo at 100% plans, if needed.
- Conflict notice letters and attachments for each utility
- Final utility conflict analysis based on Final design plans
- Review and comments on utility relocation plans

TASK 7: RIGHT OF WAY (TCP) (CONTINGENCY)

Not required for the NE Rose Pedestrian Lighting project.

TASK 8: DESIGN ENGINEERING SERVICES DURING CONSTRUCTION (UPDATED)

Sub-Task 8.1: Bidding Support & Preconstruction Meeting

For the additional NE Rose Street Pedestrian Lighting project the Consultant during the construction of the project will provide limited bidding and engineering services as follows.

Pre-Bid Opening Responsibilities:

- The Consultant shall respond to questions from prospective bidders and City staff before bid opening in reference to the bid package.
- Prepare up to three (3) addendum.
- Attend Preconstruction Conference Meeting

Deliverables

- Electronic responses to bidder inquiries, submittals, and RFI's
- Answer pre-bid questions
- Prepare addendum

TASK 9: CONSTRUCTION PROJECT MANAGEMENT AND COORDINATION (NEW)

PBS will provide construction project management and coordination for the NE Damson Ave., NE Rose Street Re-Channelization, and NE Rose Street Pedestrian Lighting projects.

Subtask 9.1: Contract Administration, Invoicing, and Progress Reports

PBS will perform project management services to include the following:

- 1) Prepare and submit monthly invoices. Each invoice will include date period covered by invoice, number of hours worked during the billing period with billing rates shown, expenses, total cost for labor and expenses for the billing period, and a total amount summarizing labor and expenses. No additional markup will be included in the billing by PBS. Assumes project set-up and 8 monthly invoices.
- 2) Prepare an Invoice Summary Report to accompany the monthly invoices. The Invoice Summary Report will list the total amount billed to date, total amount remaining under contract, and contract expiration date for each contract task.
- 3) Maintain contract-required documentation. Provide copies of project files and records to the City for audits and public information requests. Final documents shall be provided in paper format unless the entire life cycle of the documents was completed in electronic format. Copies will be provided to the City on a weekly basis through a project Sharepoint site or paper copies as requested.
- 4) City will maintain WSDOT required Quarterly Project Reports (QPRs)

Deliverables

- 1) Monthly invoices, and Invoice Summary Reports
- 2) Project documentation

Subtask 9.2: Preconstruction and Kickoff Meetings

- 1) An initial kickoff/coordination meeting will be conducted with PBS' project team and City staff to establish procedures/protocols and communication requirements for the project. This meeting should occur prior to bid opening.
- 2) PBS will assist City staff with the bid opening, award and execution of the construction contract.
- 3) PBS will assist the City with coordination of the preconstruction conference. PBS will schedule the conference, invite attendees, produce an agenda, and take meeting notes.
- 4) Pre-bid meeting, if required.

Assumptions:

- 1) Coordination and pre-construction meetings will be attended by the PBS construction services manager, design engineer, office engineer and inspector.

Deliverables

- 1) Kickoff coordination meeting agenda and notes provided to the City.
- 2) Preconstruction conference meeting agenda and notes provided to the City and the prime Contractor.

Subtask 9.3: Utility Coordination

PBS will coordinate with the Contractor and the franchise utilities to facilitate relocation and/or protection of private utilities.

Deliverables

- 1) Copies of written communications with utilities.

TASK 10: CONSTRUCTION MANAGEMENT AND CONSTRUCTION ENGINEERING (NEW)

PBS will provide construction management and construction engineering for the NE Damson Ave., NE Rose Street Re-Channelization, and NE Rose Street Pedestrian Lighting projects.

Subtask 10.1: Manage Record of Materials (ROM)

PBS will prepare a Record of Materials (ROM) and maintain a documented record of material submittals. PBS will log in and track each approved submittal by the City. PBS duties will include the following:

- 1) PBS will develop the ROM with material acceptance criteria.
- 2) PBS will provide the City with a draft ROM for approval and update the ROM acceptance criteria as needed by the City during construction.
- 3) PBS will collect and organize the documentation to fill out the ROM.

Assumptions:

- 1) The ROM will be based on the items in the current engineer's estimate. Assumes 40 bid items.
- 2) Assume 2-hours for each bid item.
- 3) PBS will review, check and track the Contractor's "Buy America" Requirements. City will be responsible for Certified Payroll and Sublet Requests.

Deliverables

- 1) Record of Materials (ROM)
- 2) Bid item packages with the back-up documentation organized for each item.

Subtask 10.2: On-Site Meetings

PBS will attend on-site project progress and utility coordination meetings. Other specific pre-work meetings may include the following (based on need during construction or Contractor request): traffic control/staging, construction surveying, HMA paving, striping and light pole layout. PBS will issue meeting notes for each meeting attended. Generally, PBS' Construction Manager or Project Assistant, PBS Inspector, and Contractor will be in attendance. Progress meetings will be used to promote effective communication between the City, PBS, Contractor, and other project stakeholders.

Assumptions:

- 1) Assumes 24 on-site meetings of up to 2-hours each.
- 2) Assume 2-hour per meeting and agenda and notes
- 3) Assume 2 site meetings with the contractor and the impacted utilities for coordination.

Deliverables

- 1) Construction meeting notes provided to the City.

Subtask 10.3: Material Submittals

PBS will receive and review material submittals (Manufacturer's Certificates of Compliance, Certificates of Material Origin, cut sheets, Qualified Product List sheets, etc.), construction sequence schedules, shop drawings, and other items required from the Contractor to ensure compliance with contract requirements. PBS will review the following submittals, including but not limited to: material-specific submittals, HMA and concrete mix designs, retaining wall calculations and drawings, illumination materials, landscape items, and others required by construction contract specifications.

PBS will receive, review, and maintain material submittals. Upon completion of review, PBS will provide approved submittals to the City of appropriate approval requirements for material submittals. PBS will transmit the approvals to the Contractor.

Assumptions:

- 1) Assumes up to 50 material submittals covering materials as listed in the current engineer's estimates.
- 2) Assumes 2 hours per submittal.

Deliverables

- 1) Copies of approved material submittals.
- 2) Copies of written communications with the Contractor.

Subtask 10.4: Construction Administration and Engineering

PBS' Construction Manager will coordinate with the PBS Inspector and City staff throughout the duration of the project, keep a record of decisions made, review and recommend solutions to change order requests, and review progress and final progress estimates. PBS will review and track Contractor labor compliance documentation, including subcontracts, utilization reports, and subcontractor paid reports. PBS will review the following submittals, including but not limited to: traffic control plans, staging plans, erosion and pollution control plans, quality control plan, construction schedules, and others required by construction contract specifications. Approvals will be by the City Engineer.

PBS duties will include the following:

- 1) PBS will receive and review the SPCC Plan and provide the City with a recommendation of approval criteria.
- 2) PBS will review the Contractor's proposed Monthly Pay Estimate. PBS will provide a draft Monthly Pay Estimate to the City for review and approval. Assumed a total of eight (8) monthly estimates plus the final estimate.
- 3) PBS will receive and review daily reports recording pertinent information such as: Contractor's hours on the site, weather conditions, and data relative to potential Change Orders, Minor Change Orders, or changed conditions, site visitors, daily activities, and decisions.
- 4) PBS will review and track the Contractor's D/M/WBE documentation.
- 5) PBS will receive and review Contractor's Erosion Control Inspection reports. PBS will notify the City staff if any irregularities or concerns are identified.
- 6) PBS will receive, review, and determine the acceptability of schedules provided by the contractor. These may include the Progress Schedule, Schedule of Submittals, and Schedule of Values.

Assumptions:

- 1) Assumes 1 review of each document
- 2) Assumes half of the documents will have to be returned to the Contractor for re-submittal.
- 3) Assume re-review for half of submitted documents

Deliverables

- 1) Copies of plans and reports provided by the Contractor with approval
- 2) Copies of Erosion Control Inspection Reports to the City
- 3) D/M/WBE documentation
- 4) Draft of Monthly Pay Estimates for review and approval
- 5) Copies of Inspector's daily reports
- 6) Copies of written communications
- 7) Record of field decisions
- 8) Record of Contractor labor compliance, including subcontracts
- 9) Copies of Schedules provided by the Contractor

Subtask 10.5: Response to Questions and Change Orders

PBS will assist the City in response to requests for information (RFI) and response for clarifications (RFC) by the Contractor and provide supplemental information as needed to maintain the progress of the work. If field adjustments are required, as a result of a change in conditions or a desired change by the City, PBS will prepare necessary change order documents and plan revisions for approval by City staff. PBS will provide the City with draft change order documents for review, approval, and issuance to the Contractor.

PBS' duties will include the following:

- 1) PBS will assist the City with addressing construction questions and Request for Information (RFI) from the Contractor.
- 2) PBS will assist the City with processing Request for Clarification (RFC) from the Contractor.
- 3) PBS will assist the City with preparing field directives and change orders and provide these to the City for approval and issuance to the Contractor.
- 4) PBS will prepare design changes associated with change orders (including exhibits) during the construction process.

Assumptions:

- 1) Address up to 20 RFI's
- 2) Process up to 10 RFC's
- 3) Prepare up to 10 field directives and 8 change orders
- 4) Prepare up to 2 design changes.

Exclusions: Approval of change order paperwork to Contractor.

Deliverables

- 1) Copies of RFIs to the City staff
- 2) Copies of RFCs to the City staff
- 3) Draft Change Orders to the City for approval and issuance to the Contractor
- 4) Plan sheets for design changes

TASK 11: CONSTRUCTION OBSERVATION (NEW)

PBS will provide construction observation for the NE Damson Ave., NE Rose Street Re-Channelization, and NE Rose Street Pedestrian Lighting projects.

Subtask 11.1: Site Visits

PBS' Construction Manager will perform site visits as necessitated by concerns or issues arising from construction, or when requested by the City.

Assumptions:

- 1) Site visits will be weekly for up to 8 months.

Deliverables

- 1) Copies of written communications
- 2) Copies of observation reports

Subtask 11.2: Geotechnical Support

The PBS geotechnical staff will perform site visits during, excavation, backfill, base course, pavement placement and other times as necessary. PBS will coordinate to address any questions that may arise regarding this field of expertise.

Deliverables

- 1) Copies of construction recommendations.

Subtask 11.3: Material Testing

PBS will perform material testing with the Geotechnical staff.

Assumptions:

- 1) Assumes material testing as follows:
 - Borrow
 - Four grading and SE
 - Four compaction tests.
 - CSBC
 - Four grading, SE and fracture
 - Six compaction tests
 - HMA
 - Four complete mix tests (graduation, oil content, rice density)
 - Four aggregate only tests
 - Six compaction tests
 - Gravel backfill for pipe zone
 - Eight compaction tests
 - Concrete
 - Two grading on coarse aggregate
 - Two grading on fine aggregate
 - 12 sets cylinders and breaks

Deliverables:

- 1) Copies of test results and reports.

Subtask 11.4: Inspection Services

PBS shall provide on-site construction inspection services. The PBS' construction inspector will be the Engineer's agent for the project and will act as directed by, and under the supervision of the engineer. The inspector's oversight pertaining to the Contractor's work shall, in general, be with the engineer and Contractor, keeping the City staff advised as necessary. The inspector's interaction with subcontractors shall only be through, or with, the full knowledge and approval of the Contractor. The inspector shall communicate with City staff, with the knowledge of and under the direction of the engineer. For budgeting purposes, this assumes one full time inspector transitioning to part time as project demands change for 34 weeks during a total project time of 8 months. The inspector responsibilities will include the following:

- 1) Inspector will serve as the engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
- 2) Inspector will assist in obtaining additional details or information from the City staff when required for proper execution of the work.
- 3) Inspector will conduct on-site observation of the project to ensure work is completed in accordance with the Contract Documents and advise the City staff if any changed conditions are encountered.
- 4) Inspector will coordinate in advance of scheduled major inspections, or specialty inspections and verify that appropriate City staff personnel are present, and that adequate records are kept.
- 5) Inspector will prepare a daily inspector report recording pertinent information such as: Contractor's hours on the site, weather conditions, and data relative to potential Change Orders, Field Orders, or changed conditions, site visitors, daily activities, and decisions.
- 6) Inspector will immediately notify the City staff of any site accidents, emergencies, acts of God endangering the work, or damage to property.
- 7) Inspector will review the contractor's pay estimates to ensure work being paid for has been completed. Inspector will track and process materials-on-hand in accordance with the Contract Documents.
- 8) Inspector will track bid item quantities daily.
- 9) Inspector will represent the City when communicating with the community.
- 10) Landscape Architect will be on site to inspect the plant material, irrigation, planting procedures and plant establishment.

Assumptions:

- 1) Project inspector on site up to 10 hours per day for 34 weeks over a total project time of 8 months.

Deliverables

- 1) Daily Inspection Reports.
- 2) Daily Tracking of Bid Item Quantities.
- 3) Project photos

TASK 12: PROJECT CLOSEOUT AND AS-BUILTS (NEW)

PBS will provide project closeout and as-builts for the NE Damson Ave., NE Rose Street Re-Channelization, and NE Rose Street Pedestrian Lighting projects.

Subtask 12.1: As-Builts

The Final Plans will be revised to conform to construction record drawings from information supplied by the Contractor, and as reviewed by the PBS inspector.

PBS' duties will include the following:

- 1) PBS will review Construction Record Drawings provided by the Contractor.
- 2) PBS will collect As-Built Survey information for underground utilities (storm sewer, sanitary sewer) and above ground water features (meters and hydrants).
- 3) PBS will submit draft As-Built Drawings for City review
- 4) PBS will revise the As-Built drawings based on City comments and submit final As-Built drawings for approval.

Deliverables

- 1) Reviewed Construction Record Drawings.

Subtask 12.2: Closeout Documentation

PBS will compile project closeout documentation and coordinate with the Contractor and the City to obtain the required documents. PBS will assemble project documentation and deliver to the City at project completion.

- 1) PBS's Construction Manager, Inspector and the City staff will perform final inspections and will create a list of punch list items. PBS's Construction Manager and the City staff will establish dates of substantial, physical, and contract completion.
- 2) PBS will prepare draft letters of substantial, physical, and contract completion for review, approval, and issuance by the City.
- 3) PBS will assemble construction documentation in binders for delivery to the City.
- 4) PBS will represent City staff in WSDOT/HLP file and project reviews and audits.

Deliverables

- 1) Draft letters of substantial, physical, and contract completion for approval and issuance by the City
- 2) Hard copy of construction documentation and electronic files on CD

CITY DELIVERABLES TO THE CONSULTANT

City Provided Information

Sample Projects

The City will provide copies of sample City projects and design guidelines. The City will also provide electronic files of title blocks, ortho and aerial drawings and standard details for streets, traffic signal, street lighting and other available details.

Project Coordination

The City will assist the Consultant in managing relationships with other jurisdictions involved in the project, adjacent property owners and the public. The City will provide staff to meet and discuss the project with the Consultant as needed. The City will provide written comments pertaining to the design submittals.

Rights of Entry Permits

The City obtain the right of access to private parcels within the project corridor. The Consultant will identify parcels where entry is required.

Pavement Design

The City will use the pavement type and structural sections based on the pavement recommendation provided by the Consultant for NE "C" Street Reconstruction. However, the City reserves the right to alter the pavement and structural sections provided said alterations provide equal or greater structural strength.

Utility List

The City will provide the Consultant with a list of local contacts for utilities within the project limits. Design and plan preparation for the addition or relocation of utilities within the project limits will be done by others.

Pedestrian Light Requirements

The City will provide the illumination type, the minimum illumination levels and uniformity ratios to be used in the project design.

Deliverables

- Sample projects
- Project coordination
- Right of Entry permits
- Pavement type & structural sections selection
- Utility list
- Pedestrian light requirements

PBS

TIB Estimate - Design and CM Services																	SUB		Additional Design Engineering	
Task and Description	ENG - MANAGER VII	ENG - MANAGER VI	ENG V	ENG II	SUR - PRINCIPAL	Survey V	Survey IV	Survey 2- Person Crew	ENG I	PRI ADMIN III	Expense	TOTAL	SUBCONSULTANTS			TOTAL	BUDGET AMOUNT			
													GRAM NW	UFS	Testing Company					
Task 1: Project Management and Coordination (Updated)												7,690.00					7,690.00			
Sub-Task 1.1: Contract Administration, Invoicing, and Progress Reports			3.00							3.00		915.00				0.00	\$915.00			
Sub-Task 1.2: Meetings	5.00		10.00									3,025.00				0.00	\$3,025.00			
Sub-Task 1.3: Management, Coordination, and Direction	4.00		12.00									3,180.00				0.00	\$3,180.00			
Sub-Task 1.4: TIB Coordination			3.00									570.00				0.00	\$570.00			
Task 2: Surveying (Updated)												10,957.50				0.00	10,957.50			
Sub-Task 2.1: Surveying					1.00	2.00	20.00	24.00		0.50	2,200.00	10,957.50				0.00	\$10,957.50			
Task 3: Traffic Engineering (Updated)												7,284.00				0.00	7,284.00			
Sub-Task 3.1: Illumination Design	4.00		8.00	32.00								7,284.00				0.00	\$7,284.00			
Task 4: Design Engineering (Updated)												18,812.00				0.00	18,812.00			
Sub-Task 4.1: Final Design (PS&E)	4.00		40.00	56.00								17,012.00				0.00	\$17,012.00			
Sub-Task 4.2: QA/QC	8.00											1,800.00				0.00	\$1,800.00			
Task 5: Utility Coordination (Updated)												3,382.00				0.00	3,382.00			
Sub-Task 5.1: Utility Meetings			2.00	2.00								684.00				0.00	\$684.00			
Sub-Task 5.2: Conflict Identification, Analysis, & Recommended Resolution			1.00	6.00								1,102.00				0.00	\$1,102.00			
Sub-Task 5.3: Conflict Notification & Utility Relocations			2.00	8.00								1,596.00				0.00	\$1,596.00			
Task 6: Cultural Resources (Completed)												0.00				0.00	0.00			
Sub-Task 6.1: Cultural Resources (Completed)												0.00				0.00	0.00			
Task 7: Right Of Way (TCP) (Contingency)												0.00				0.00	0.00			
Sub-Task 7.1: Right of Way (TCP)												0.00				0.00	0.00			
Task 8: Design Engineering Services During Construction (Updated)												2,426.00				0.00	2,426.00			
Sub-Task 8.1: Bidding Support & Preconstruction Meeting	2.00		4.00	8.00								2,426.00				0.00	\$2,426.00			
Task 9: Construction Project Management & Coordination (New)												910.00				0.00	910.00			
Sub-Task 9.1: Contract Administration, Invoicing, & Progress Reports			1.00							1.00		305.00				0.00	\$305.00			
Sub-Task 9.2: Preconstruction & Kickoff Meetings	1.00		1.00									415.00				0.00	\$415.00			
Sub-Task 9.3: Utility Coordination			1.00									190.00				0.00	\$190.00			
Task 10: Construction Management & Construction Engineering (New)												12,762.50				0.00	12,762.50			
Sub-Task 10.1: Manage Record of Materials (ROM)	0.50	6.00							15.00			3,397.50				0.00	\$3,397.50			
Sub-Task 10.2: On-Site Meetings	0.50	7.00										1,547.50				0.00	\$1,547.50			
Sub-Task 10.3: Material Submittals	0.50	6.00							15.00			3,397.50				0.00	\$3,397.50			
Sub-Task 10.4: Construction Administration & Engineering	0.50	5.00										1,137.50				0.00	\$1,137.50			
Sub-Task 10.5: Response to Questions & Change Orders	0.50	5.00		6.00					9.00			3,282.50				0.00	\$3,282.50			
Task 11: Construction Observation (New)												26,401.50				0.00	26,401.50			
Sub-Task 11.1: Site Visits	0.50	9.00										1,957.50				0.00	\$1,957.50			
Sub-Task 11.2: Geotechnical Support		1.00		4.00								813.00			4,500.00	4,500.00	\$813.00			
Sub-Task 11.3: Material Testing		3.00										615.00				0.00	\$5,115.00			
Sub-Task 11.4: Inspection Services									168.00			23,016.00				0.00	\$23,016.00			
Task 12: Project Closeout (New)												5,912.00				0.00	5,912.00			
Sub-Task 12.1: As-Builts	0.50	1.00	0.50				3.00	4.00				2,630.50				0.00	\$2,630.50			
Sub-Task 12.2: Closeout Documentation	0.50	1.00	6.00	12.00								3,281.50				0.00	\$3,281.50			
TOTAL HOURS	32.00	44.00	94.50	140.00	1.00	2.00	23.00	28.00	207.00	4.50										
HOURLY RATES	225.00	205.00	190.00	152.00	270.00	155.00	142.00	220.00	137.00	115.00										
TOTAL DOLLARS	7,200.00	9,020.00	17,955.00	21,280.00	270.00	310.00	3,266.00	6,160.00	28,359.00	517.50	2,200.00	96,537.50	0.00	0.00	4,500.00	4,500.00	101,037.50			
													Design Budget \$		50,551.50		Design Total Budget \$		101,037.50	
													Construction CM Total Budget \$		50,486.00		Construction CM Budget \$		45,986.00	

PBS

TIB Estimate - CM Services																				
Task and Description	ENG - MANAGER VII	ENG - MANAGER VI	ENG V	ENG II	SUR - PRINCIPAL	Survey V	Survey IV	Survey 2- Person Crew	ENG I	PRJ ADMIN III	Expense	PBS			SURCONSULTANTS			SUB TOTAL	Additional Design Engineering	
												TOTAL	GRAM NW	UFS	Testing Company					
Task 1: Project Management and Coordination (Updated)												0.00					0.00	0.00		
Sub-Task 1.1: Contract Administration, Invoicing, and Progress Reports												0.00					0.00	\$0.00		
Sub-Task 1.2: Meetings												0.00					0.00	\$0.00		
Sub-Task 1.3: Management, Coordination, and Direction												0.00					0.00	\$0.00		
Sub-Task 1.4: TIB Coordination												0.00					0.00	\$0.00		
Task 2: Surveying (Updated)												0.00					0.00	0.00		
Sub-Task 2.1: Surveying												0.00					0.00	\$0.00		
Task 3: Traffic Engineering (Updated)												0.00					0.00	0.00		
Sub-Task 3.1: Illumination Design												0.00					0.00	\$0.00		
Task 4: Design Engineering (Updated)												0.00					0.00	\$0.00		
Sub-Task 4.1: Final Design (PS&E)												0.00					0.00	\$0.00		
Sub-Task 4.2: QA/QC												0.00					0.00	\$0.00		
Task 5: Utility Coordination (Updated)												0.00					0.00	0.00		
Sub-Task 5.1: Utility Meetings												0.00					0.00	\$0.00		
Sub-Task 5.2: Conflict Identification, Analysis, & Recommended Resolution												0.00					0.00	\$0.00		
Sub-Task 5.3: Conflict Notification & Utility Relocations												0.00					0.00	\$0.00		
Task 6: Cultural Resources (Completed)												0.00					0.00	0.00		
Sub-Task 6.1: Cultural Resources (Completed)												0.00					0.00	\$0.00		
Task 7: Right Of Way (TCP) (Contingency)												0.00					0.00	0.00		
Sub-Task 7.1: Right of Way (TCP)												0.00					0.00	\$0.00		
Task 8: Design Engineering Services During Construction (Updated)												0.00					0.00	0.00		
Sub-Task 8.1: Bidding Support & Preconstruction Meeting												4,135.00					0.00	\$0.00		
Task 9: Construction Project Management & Coordination (New)												4,135.00					0.00	4,135.00		
Sub-Task 9.1: Contract Administration, Invoicing, & Progress Reports			6.00							5.00		1,715.00					0.00	\$1,715.00		
Sub-Task 9.2: Preconstruction & Kickoff Meetings	4.00		4.00									1,660.00					0.00	\$1,660.00		
Sub-Task 9.3: Utility Coordination			4.00									760.00					0.00	\$760.00		
Task 10: Construction Management & Construction Engineering (New)												55,543.00					0.00	55,543.00		
Sub-Task 10.1: Manage Record of Materials (ROM)	3.00	23.00							65.00			14,295.00					0.00	\$14,295.00		
Sub-Task 10.2: On-Site Meetings	2.00	25.00										5,575.00					0.00	\$5,575.00		
Sub-Task 10.3: Material Submittals	3.00	30.00							65.00			15,730.00					0.00	\$15,730.00		
Sub-Task 10.4: Construction Administration & Engineering	2.00	26.00										5,780.00					0.00	\$5,780.00		
Sub-Task 10.5: Response to Questions & Change Orders	2.00	26.00		20.00					39.00			14,163.00					0.00	\$14,163.00		
Task 11: Construction Observation (New)												91,739.00					0.00	102,239.00		
Sub-Task 11.1: Site Visits	2.00	34.00										7,420.00					0.00	\$7,420.00		
Sub-Task 11.2: Geotechnical Support		5.00		22.00								4,369.00					0.00	\$4,369.00		
Sub-Task 11.3: Material Testing			17.00									3,230.00			10,500.00		10,500.00	\$13,730.00		
Sub-Task 11.4: Inspection Services									560.00			76,720.00					0.00	\$76,720.00		
Task 12: Project Closeout (New)												20,141.00					0.00	20,141.00		
Sub-Task 12.1: As-Builts	1.00	4.00	2.50	20.00			8.00	16.00				9,216.00					0.00	\$9,216.00		
Sub-Task 12.2: Closeout Documentation	1.00	4.00	20.00	40.00								10,925.00					0.00	\$10,925.00		
TOTAL HOURS	20.00	177.00	53.50	102.00	0.00	0.00	8.00	16.00	729.00	5.00										
HOURLY RATES	225.00	205.00	190.00	152.00	270.00	155.00	142.00	220.00	137.00	115.00										
TOTAL DOLLARS	4,500.00	36,285.00	10,165.00	15,504.00	0.00	0.00	1,136.00	3,520.00	99,873.00	575.00	0.00	171,558.00	0.00	0.00	10,500.00	10,500.00	182,058.00	\$		
												Design Budget \$			Construction CM Total Budget \$			171,558.00		
															Design Total Budget \$			182,058.00		



GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These General Terms and Conditions for Professional Services ("Terms and Conditions") are attached to and made part of the letter proposal and scope of work (collectively, the "SOW") from PBS Engineering and Environmental LLC ("PBS") to Client (as defined in the letter proposal). The Terms and Conditions and the SOW (collectively, the "Agreement") represent the entire and integrated agreement between Client and PBS. This Agreement supersedes all prior negotiations, representations, or agreements, written or oral. If there are any inconsistencies between the SOW and the Terms and Conditions, the SOW shall control. Any services outside the SOW will be considered an "extra" and billed directly to the Client, outside of the contract amount, on a "Time and Materials" basis in accordance with PBS's currently established bill rates and these Terms and Conditions.

The Agreement memorializes the contractual obligations of PBS and Client with respect to PBS' delivery of professional consulting services to Client as an engineer, consultant, or owner representative.

- 1. PROFESSIONAL LIABILITY AND STANDARD OF CARE:** PBS will perform the professional services described in the SOW in accordance with the standard of care and skill ordinarily recognized under similar circumstances by members of its profession in the state and region at the time the services are performed. PBS makes no other warranty, express or implied, in connection with its performance of its professional services. If PBS' services under this Agreement do not include observation or review of contractor performance during construction phase, PBS services are deemed complete on the date the design is completed or if applicable, the date when the approving authority approves the design. Client assumes all responsibility for the application and interpretation of the construction phase review of design.
- 2. TERM AND TERMINATION:** This Agreement will remain in full force and effect until all work described in the SOW has been completed and Client has paid for the work in full. Client may terminate this Agreement at any time and for any reason by providing written notice to PBS of its decision to terminate. Client is responsible for payment of all fees for any work performed by PBS through the date and time PBS receives the written termination notice. The amount of fees owed will be established by the SOW and PBS' then current rate schedule. PBS may elect to suspend or terminate this Agreement for nonpayment of its fees. If PBS elects to suspend services, PBS will give Client seven days' written notice to cure the nonpayment before suspending services. In the event of a suspension of services, PBS shall have no liability to Client because of the suspension and Client shall indemnify, defend, and hold PBS harmless from and against any claims arising out of or in any way related to such suspension. If Client fails to cure a nonpayment after a suspension that lasts thirty (30) days, PBS may terminate this Agreement and recover its fees as provided in this Agreement and by law.
- 3. INDEPENDENT CONTRACTOR:** Client has retained PBS, including its subconsultants and subcontractors, to perform the services and to prepare any deliverables described in the SOW as an independent contractor. Accordingly, PBS is not responsible for the following: (a) the health and safety of Client's personnel or other persons present on the Property (as defined in paragraph 8 below) at the time PBS performs its field services; (b) the overall status of Client's project; (c) any damage to any real or personal property of Client unless it results from an intentional or negligent act of PBS; (d) the interpretation of any PBS report, design drawings, or results by others; (e) any use of PBS reports, design drawings, or results by Client or others except as specifically set forth herein; or (f) any other matter not encompassed in the SOW.
- 4. INSURANCE AND LIMITATION OF PBS' LIABILITY:** PBS carries the following insurance: Worker's Compensation and/or Employer's Liability as required by law; Commercial General Liability (\$1,000,000 per occurrence/\$2,000,000 aggregate); Employer's Liability (\$1,000,000); Business Automobile Liability (\$1,000,000); and Professional Liability (\$1,000,000), including pollution liability coverage. PBS makes no representations or warranties concerning the effect, applicability, or scope of such insurance. Client acknowledges and agrees that PBS' maximum liability to Client for any breach of this Agreement or for any PBS act or omission affecting client, including negligence, shall not exceed the policy limits for any policy of insurance that applies to the breach, act, or omission. Under no circumstances shall PBS be liable to Client for any indirect, incidental, special, punitive, or consequential damages, including any loss of use, profit or revenue.
- 5. RATE SCHEDULE:** Fees for services are based on the number of hours spent working on Client's project by PBS personnel, including travel, plus all reimbursable expenses. PBS hourly rates will be billed as stated in the SOW or at its current hourly rates as applicable (current rates are available upon request). Invoices will include sales tax when required.
- 6. REIMBURSABLE EXPENSES:**
 - A. Outside Services.** Services performed by any subconsultants or subcontractors will be invoiced at cost plus 15 percent (15%). Examples of services that may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, geophysical surveys, commercial data base search providers, and computer programming. Remediation, Abatement, General Construction and Software services will be invoiced as quoted.
 - B. Supplies and Equipment.** Charges for items not ordinarily furnished by PBS such as expendable equipment, rental equipment, subsistence, travel expenses, tolls, special fees, reproduction, permits, licenses, priority mail fees, and deposits will be invoiced at cost plus 10 percent (10%). Certain PBS-owned equipment (for sampling, testing, personal protective equipment, surveying, mapping, vehicle mileage, photocopying, etc.) may be required to complete Client's project. These will be invoiced at PBS standard rates without markup (rates available upon request).
 - C. Laboratory.** PBS utilizes both in-house and outside laboratories for sample analysis. PBS maintains a list of standard rates for sample analyses commonly utilized in conjunction with PBS services (available upon request).
- 7. PAYMENTS TO PBS AND LIEN RIGHTS:** Invoices for services performed will be submitted periodically, but no more frequently than monthly. Invoices will describe the work PBS has performed and hours worked, reimbursable expenses incurred, and the total amount due to PBS in accordance with this Agreement. All invoices are due net thirty (30) days and an account will become delinquent 30 days after the invoice date. Delinquent accounts shall bear interest at the rate of eighteen percent (18%) per annum; provided, however, that if 18% per annum exceeds the maximum rate allowable by law, the maximum rate allowable by law will apply instead. If Client contests an invoice, Client may withhold only that portion contested and must pay the undisputed portion. Client acknowledges and agrees that PBS may assert a lien against Client's project to secure payment for its services to the extent permitted by law.

- 8. RIGHT OF ENTRY:** Unless otherwise agreed in writing, Client will furnish PBS with a legal right-of-entry to any real property PBS is required to access in order to perform its services (the "Property") and that Client will be responsible for securing appropriate conditions concerning the time, place, and manner of PBS' entry upon the Property to perform its services. PBS will take reasonable precautions to minimize damage to the Property in the performance of its services. Restoration of the Property to its approximate condition prior to performance of PBS' services is not provided unless it is expressly included in the SOW. If the Client desires PBS to restore the Property to its approximate former condition, PBS will accomplish this and add the cost plus 15 percent (15%) to its fee.
- 9. BURIED UTILITIES:** PBS field personnel are trained in the public utility notification process and the risk of subsurface work encountering buried utilities. PBS personnel will avoid observable hazards or utilities at the Property and will take reasonable precautions to avoid damage to subsurface structures and utilities. PBS is not responsible for damage or loss due to undisclosed or unknown surface or subsurface conditions. Client will hold PBS and PBS subcontractors harmless from any loss resulting from inaccuracy of markings, of plans, or lack of plans, relating to the location of utilities. Note: Utility locates typically require two full working days' advance notice.
- 10. RETENTION OF RECORDS AND SAMPLES:** Client may make and retain copies of documents provided to Client for reference with the understanding that such documents may not be relied upon unless signed by PBS or its consultants. PBS has a Records Retention policy (available upon request), and pursuant thereto, client acknowledges that PBS has the right to destroy copies of documents without seeking further approval from Client. Samples retained by PBS and not subject to the recipient laboratory retention policy will be discarded 30 days after submission of PBS' final report unless other arrangements are made.
- 11. EMPLOYEE AND SERVICES SOLICITATION:** Client agrees not to solicit or tender any employment offer of/to any PBS employee, or consulting services offer to any PBS subcontractor assigned to perform work for Client under this Agreement within six (6) months of completion of their part of the work without PBS' prior written approval. Client agrees that any breach of this provision resulting in the Client hiring any PBS employee for employment or any PBS subcontractor for consulting services will cause damage to PBS and obligate the Client to reimburse PBS for recruitment and service fees incurred in connection with the breach upon demand by PBS.
- 12. OWNERSHIP OF INTELLECTUAL PROPERTY:** All concepts, plans, drawings, specifications, designs, models, reports, photographs, computer software, surveys, calculations, construction and other data, documents, and processes produced by PBS pursuant to this Agreement, including all copyright and other intellectual property therein (collectively, the "Instruments of Service"), are and shall at all times remain PBS' property. Any Client use of any Instruments of Service is permitted only if authorized by a written agreement executed by PBS and Client. Any unauthorized use or distribution of any Instruments of Service is a violation of this Agreement, will cause damage to PBS, and shall be at Client and recipient's sole risk. Accordingly, Client agrees to indemnify, defend, and hold PBS, its officers and employees, and its subconsultants and subcontractors harmless from and against any and all claims, damages, costs, losses, and expenses, including but not limited to attorney fees and costs of arbitrations, mediations, trials, proceedings in bankruptcy, or appeals, arising out of or in any way related to Client's unauthorized use, sale, or delivery to any third party of any Instrument of Service.
- 13. TIME FOR COMPLETION:** If, through no fault of PBS, the schedule to provide our services is changed, then the time for completion of PBS' services, and the rates and amounts of PBS' compensation shall be adjusted equitably via contract amendment. PBS shall not be responsible for delays in completing its services that cannot be reasonably foreseen at the time of entering into this agreement, or for delays caused by factors beyond PBS's control.
- 14. MISCELLANEOUS:** Neither party shall hold the other responsible for delay in performance caused by Acts of God, strikes, lockouts, weather, accidents, or other events beyond the control of the other or the other's employees and agents.

Any waiver of any provision, term, or condition, in this Agreement must be in writing and any such waiver will not be construed as a waiver of any subsequent breach of the same provision, term, or condition.

PBS may rely upon the accuracy and completeness of all information furnished by Client and may use such information in performing or furnishing services under this Agreement.

An opinion of construction, remediation, and restoration costs prepared by PBS represents its judgment as a professional. PBS has no control over the cost of labor and material, or over competitive bidding or market conditions.

If the SOW includes the investigation, remediation, or disposal of solid or hazardous wastes or substances, then the following terms shall apply: (a) PBS will assist Client with its legal obligation to make a hazardous waste determination and then act as an arranger with respect to solid and hazardous waste management only. Client acknowledges its full and sole responsibility to otherwise manage its solid and hazardous wastes and its ultimate liability for final disposal of all the solid and hazardous wastes it generates; (b) Should any release of hazardous substances or any other matter requiring notification to governmental authorities arise while PBS performs the services under this Agreement, Client acknowledges its responsibility to make such notification and agrees to do as required by applicable law; and, (c) Client agrees that PBS and its subconsultants and subcontractors are not responsible for any known or unknown pre-existing hazardous substance condition(s) PBS is being asked to investigate at the Property (collectively, "pre-existing conditions"). Accordingly, Client agrees to defend, indemnify, and hold PBS and its subconsultants and subcontractors harmless from liability for injury to person or property or loss arising from any pre-existing conditions, the unintentional exacerbation of any pre-existing conditions by PBS, and the exacerbation of pre-existing conditions by any third parties.

PBS does not provide legal opinions or advice. Client should consult with an attorney for advice on any legal issues related to this Agreement including efforts to minimize legal liability, the reportability of a condition to a public agency, potential cost recovery from responsible parties, and the possibility of protecting PBS' services under the attorney-client and attorney work product privileges.

In the event there is a dispute between PBS and the Client concerning the performance of any provision in this Agreement, the losing party shall pay the prevailing party's reasonable attorney's fees and costs in mediation, arbitration, trial, any proceeding in bankruptcy, and in any appeal or review. In addition, Client agrees to pay PBS for all employee time, costs, and witness costs incurred for collection activity. All disputes between Client and PBS shall be settled by arbitration in accordance with the rules of JAMS Mediators and Arbitrators.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Task Order No. 30-23-077-003
City of College Place

DATE: 04/03/2024

PROJECT: On-Call Planning Services

RE: Master Engineering Services Agreement between the City of College Place (CLIENT) and J-U-B ENGINEERS, Inc., (J-U-B), dated October 13, 2020.

Upon execution of this Task Order by CLIENT and J-U-B in the space provided below, this Task Order will serve as authorization for J-U-B to carry out and complete the services set forth below in accordance with the referenced Agreement between the CLIENT and J-U-B.

1. Purpose: Update of the City of College Place 2018 Parks and Recreation Plan prior to its expiration at the end of 2024. Plan updates must include elements required by the Washington State Recreation and Conservation Office (RCO).
2. Scope of Services: J-U-B will provide planning services per attached Exhibit A.
3. Time for Performance of Services: Work to be completed by December 31, 2024 to meet requirements of RCO.
4. Compensation for Services: Time & Materials at J-U-B standard billing rates. Estimated to be approximately \$99,300.

SIGNATURES

CLIENT:

City of College Place



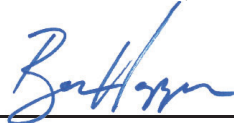
By: Mike Rizzitiello

Title: City Administrator, City of College Place

Date: _____

ENGINEER:

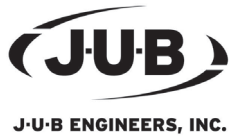
J-U-B ENGINEERS, Inc.



By: Ben Hoppe, PE

Title: Assistant Area Manager

Date: April 3, 2024



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Parks Plan Update

CLIENT: College Place City

J-U-B PROJECT NUMBER: 30-23-077-003

ATTACHMENT TO:

☒ **AGREEMENT DATED: 10/13/2020**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

CLIENT requires an update of the 2018 Parks and Recreation Plan prior to its expiration at the end of 2024. Plan updates must include elements required by the Washington State Recreation and Conservation Office (RCO). The updated Parks and Recreation Plan is intended to facilitate eligibility of identified projects for RCO grant funding.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 010: Project Management, Meetings, and Closeout

1. Subtask 001: Administration and Closeout
 - a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
 - b. Conduct project planning and risk assessment.
 - c. Regularly monitor project status, budget and schedule.
 - d. Attend 10 client meetings to report project status, budget, and schedule.
 - e. Provide a monthly invoice.
 - f. Provide ongoing document handling and filing.
 - g. Archive paper and electronic files and records.
 - h. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
 - i. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.
2. Subtask 002: Meetings
 - a. Facilitate kick-off meeting with J-U-B and CLIENT.
 - b. Facilitate 60% review of draft plan with J-U-B and CLIENT.
 - c. Facilitate 90% review of draft plan with J-U-B and CLIENT.
 - d. Attend 1 workshop and 1 public hearing with Planning Commission prior to plan adoption.
 - e. Attend 1 workshop and 1 public hearing with City Council prior to plan adoption.
 - f. Assumptions:

- i. Client will submit final planning document to RCO.
- ii. Revisions after Planning Commission and City Council hearings will be minor and not require complete re-write of multiple or entire sections.
- g. Deliverables:
 - i. Summary meeting notes for kick-off, 60%, and 90% reviews.

B. Task 020: Master Plan Development

1. For this task, J-U-B will:
 - a. Gather data, conduct public involvement activities, draft the updated planning document, and address plan elements required by RCO.
 - b. Assumptions:
 - i. Plan updates will comply with requirements of the RCO.
 - c. Deliverables:
 - i. Digital .pdf copy of the updated Parks and Recreation Master Plan document.
2. Subtask 001: Goals and objectives
 - a. Develop goals and objectives based upon existing plan and updates based upon public online survey and steering committee input.
 - b. Deliverables:
 - i. Goals and objectives summary included in the final planning document.
3. Subtask 002: Inventory and data collection
 - a. J-U-B will define the planning/service area, provide/update demographic data, summarize parks and recreation programs and resources, report on the supply and condition of parks and recreation facilities, identify/develop park “themes” based upon existing or desired program emphasis, report annual maintenance and operations data, and report on parks and recreation use and capacity.
 - b. Assumptions:
 - i. CLIENT will provide information and data available relevant to the topics listed above.
 - c. Deliverables:
 - i. Summary and/or reported data and figures included in the final planning document.
4. Subtask 003: Public involvement
 - a. Public involvement will include the following:
 - i. Facilitate one online public survey
 - ii. Attend one public outreach event such as the farmers market or summer block party summarizing the results of online survey and gather additional input
 - iii. Attend two meetings with the steering committee to guide plan direction
 - iv. Assist city with content for social media outreach on City’s social media platforms
 - b. Assumptions:
 - i. The City Parks, Arbor, and Recreation Board will constitute the steering committee
 - ii. Public survey will include interactive online map to gather and track comments
 - c. Deliverables:
 - i. Summary report of online survey
 - ii. Online map for public comments
 - iii. Summary report of public event engagement
 - iv. Steering committee summary meeting minutes
5. Subtask 004: Demand and need analysis
 - a. Identify and analyze current and desired level of service for parks and recreation; review and analyze active transportation demand and need; provide/update up to eight maps
 - b. Assumptions:

- i. CLIENT will provide GIS mapping data as needed to facilitate mapping and map updates.
 - ii. CLIENT will conduct one review of draft maps.
 - iii. J-U-B will conduct one revision of draft maps.
- c. Deliverables:
 - i. Summary findings included in the final planning document.
 - ii. Up to eight maps.
- 6. Subtask 005: Capital Improvement Program (CIP)
 - a. Develop and prioritize project list for parks and recreation improvements and new parks and recreation development; develop up to 3 park concept plans, provide planning level cost estimates for project list; develop funding strategy.
 - b. Assumptions:
 - i. CLIENT will provide input and feedback on project list.
 - ii. J-U-B will facilitate one meeting with client to prioritize project list.
 - c. Deliverables:
 - i. Final prioritized project list and cost estimates included in the final planning document.
- 7. Subtask 006: Master plan document
 - a. Draft, assemble, and prepare updated 2024 Parks and Recreation Master Plan document.
 - b. Assumptions:
 - i. J-U-B will complete the final draft to facilitate CLIENT adoption by December 2024.
 - ii. CLIENT will attend and provide timely feedback at 60% and 90% review meetings, and respond to other inquiries via phone or email as needed.
 - iii. CLIENT will submit the final adopted plan to RCO.
 - c. Deliverables:
 - i. Digital .pdf of the final planning document.
 - ii. Up to two printed and bound copies of the final planning document.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 - 1. Assistance with public involvement tasks include public notification and social media outreach.
 - 2. Attend workshops and public meetings.
 - 3. Review draft materials and provide content as needed.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 - 1. Additional park concept development.
 - 2. Additional public involvement tasks not described above.
 - 3. Substantial changes after completion of 90% review and revisions that exceed the scope of work described above.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 - 1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.

2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management, Meetings, and Close-out	Time and Materials (Estimated Amount Shown)	\$16,900	Concurrent with work progress
020	Master Plan Development	Time and Materials (Estimated Amount Shown)	\$82,400	April-December 2024
Total:			\$99,300	

E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: Yes

GROUP: Landscape Architecture

PROJECT DESCRIPTION(S):

1. Planning (P05)
2. Landscape Architecture (L03)